

Contract



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CONSTRUCTION CONTRACT

THIS AGREEMENT is made this 5th day of August, 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement, on behalf of the Department of Education (hereinafter referred to as "Government") and Professional Design/Builders, Inc. dba Custom Builders (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of a contractor to furnish all labor, materials and equipment necessary for the **Repair and Replacement of AC Unit at the St. Croix Educational Complex, St. Croix, U.S. Virgin Islands** in strict accordance with the plans and specifications (incorporated by reference and made a part of this contract), which duties and responsibilities are more particularly described in *Addendum I*, (Scope of Work), *Addendum II* (General Provisions and Warranties together with the additional General Provisions – Construction), *Addendum III* (Termination of Contracts), *Addendum IV* (Compensation) and *Addendum V* (Provisions from 2 CFR 200 – Appendix II) attached hereto; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described more particularly in Addendum I (Scope of Work) incorporated herein by reference and made a part of this construction contract.

2. TERM

This Contract shall commence upon execution by the Commissioner of the Department of Property and Procurement and shall terminate within **Two Hundred Ten (210)** calendar days from the issuance of the formal Notice to Proceed, or in accordance with an agreed upon extension pursuant to the General Provisions.

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3. COMPENSATION

The Government, in consideration of satisfactory performance of the services described in Addendum I, agrees to pay the Contractor the sum of **Eight Hundred Twenty-Four Thousand, Nine Hundred Dollars and Zero Cents (\$824,900.00)** in accordance with the provisions set forth in Addendum IV (Compensation), attached hereto is hereby incorporated by reference and made a part of this contract.

4. LIQUIDATED DAMAGES

It is hereby expressly agreed by the parties hereto that in the event the Contractor has not completed the scope of work under the term set forth in Paragraph 2 hereof, **One Hundred Fifty Dollars and Zero Cents (\$150.00)** for each calendar day or portion thereof shall be due the Government. The liquidated damages shall first be deducted from any contract monies due, but not yet paid to the extent available.

5. RECORDS

The Contractor will present documented, precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to Contractors doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

Certified copies of all documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract, or at the Government's request, during the life of the contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to

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unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this contract without the prior written approval of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction and venue are exclusive in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification, or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or

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agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms, hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

17. TERMINATION

Either Party will have the right to terminate this contract with cause on ten (10) days written notice to the other party specifying the date of termination. The attached "Addendum III-Termination of Contracts for the Convenience of the Government" is hereby fully incorporated herein by reference and is made a part of this agreement.

18. PARTIAL TERMINATION

The performance of work under this contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable by providing ten (10) days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) days' notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

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20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive, or judicial branch of the Government or any agency, board, commission, or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this contract, in its official capacity; and
 - (iii) no financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract is upon the execution by the Commissioner of the Department of Property and Procurement.

22. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas
 Commissioner
 Department of Property and Procurement
 8201 Sub Base, Suite 4
 St. Thomas, VI 00802

Raquel Berry-Benjamin
 Commissioner
 Department of Education

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1834 Kongens Gade, Charlotte Amalie
St. Thomas, VI 00802

CONTRACTOR

Jerome T. Boschulte
President
Professional Design/Builders, Inc
dba Custom Builders
4028 Annas's Retreat
St. Thomas, VI 00802

23. LICENSURE

The Contractor covenants that it has:

- a. obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and
- b. familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. CONTRACTOR'S REPRESENTATIONS

The Contractor agrees that it is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the Contract, and that it has been engaged in and now does such work and represents that it is fully equipped, competent, and capable of performing the work and is ready and willing to perform such work.

The Contractor agrees further to begin work not later than the date indicated on the formal Notice to Proceed and complete the work within the number of days specified in the proposal or as extended in accordance with the General Provisions of the Contract.

The Work shall be done under the direct supervision of the Government, and in accordance with the laws of the Government and its Rules and Regulations thereunder issued and any and all applicable federal rules and regulations. The parties hereto agree that this contract shall, in all instances, be governed by the Laws of the Government of the Virgin Islands.

25. WARRANTY OF NON-SOLICITATION

The Contractor expressly warrants that it nor its officers, agents or employees has employed no person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that it nor its officers, agents or employees has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in

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connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that it nor its officers, agents or employees has not, in estimating the contract price demanded by it included any sum by reason of such brokerage, commission or percentage; and that all monies payable to it hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract.

Breach of the warranty shall give the Government the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

27. DEBARMENT CERTIFICATION

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

28. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

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29. DAVIS BACON ACT

Contractor hereby agrees that it shall comply with all rulings and interpretations of the Davis-Bacon Act (40 USC 276a-5) and that the contractor and subcontractor agrees that all employees shall be paid the local prevailing wages as established by Virgin Islands statutes and laws.

30. OTHER PROVISIONS

Addendum I (Scope of Work), Addendum II (General Provisions and Warranties), Addendum III (Termination of Contracts), Addendum IV (Compensation) and Addendum V (Provisions from 2 CFR 200 – Appendix II) attached hereto are hereby incorporated by reference and made a part of this contract.

31. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract:

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than One Million D Dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and One Million Dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

32. PAYMENT AND PERFORMANCE BONDS

The Contractor shall comply with the following minimum bonding requirements:

- (a) A performance bond to secure Contractor’s obligations and performance under the contract for 100% of the Contract price; and
- (b) A payment bond to assure payment to all persons supplying labor and material in the execution of the work provided for in the contract for 100% of the Contract price.

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]

Racquel Berry-Benjamin
Racquel Berry-Benjamin
Commissioner
Department of Education

Date: 07/27/2021

[Signature]

Anthony D. Thomas
Anthony D. Thomas
Commissioner
Department of Property and Procurement

Date: 8/5/2021

CONTRACTOR

[Signature]

Jerome T. Boschulte
Jerome T. Boschulte,
President
Professional Design/Builders, Inc
dba Custom Builders

Date: 7/22/2021

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY
AT THE DEPARTMENT OF JUSTICE BY:
Date 8/4/2021

Carol E. McDonald
Assistant Attorney General

Purchase Order No.

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Addendum I



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Addendum I

Scope of Work

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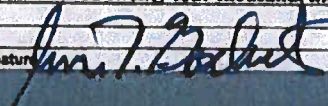
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GOVERNMENT OF THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION DEFERRED MAINTENANCE REDUCTION PROGRAM						
BID SHEET						
SOW #	ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT PRICE	TOTAL PRICE
		Building 1 (CLASSROOMS: D200, 201, 202, 203, 204, 205, 104 and 105)				
1		Remove existing metal ceiling grille system along with ceiling tiles, insulation, flex-ducts, supply registers and return grilles. Check copper water suspended lines, replace as needed with schedule 80 pvc lines. Contractor is advised that there is the potential for elevated levels of mold in these classrooms.	3,300	SF	\$29.00	\$95,700.00
2		Dispose of all demolished/disposed materials in an acceptable manner.	3,300	SF	\$6.00	\$19,800.00
3		Remove all furniture and equipment not permanently attached and clean thoroughly those that are attached. Ask school officials to identify what is to be discarded and what will be stored. Contractor is responsible for discarding materials identified for disposal and storing others in a location identified by officials. Text books should also be cleaned, sanitized and stored.	1	LS	\$56,000.00	\$56,000.00
4		Clean all wall and floor surfaces: use 1 part Clorox and 3 parts water using a stiff brush and scrub thoroughly. Rinse and dry thoroughly.	13,000	SF	\$2.00	\$26,000.00
5		Pressurize entire air handling/duct system to uncover leaks. Repair leaks where found. Clean and sanitize entire duct system; including air handler and supply and return duct.	1	LS	\$32,000.00	\$32,000.00
6	241332	Troubleshoot existing 30 ton AC unit and repair where necessary. Organize electrical system that feeds this AC unit; secure existing breaker and disconnect panels to an acceptable base (See NEC requirements); repair leaks where found and ensure that condensate line is securely anchored and is connected to an acceptable waste disposal system. This unit is partially responsible for the ceiling leaks below (Room D204).	1	LS	\$43,000.00	\$43,000.00
7		Replace removed flex-ducts along with diffusers and return grilles.	250	LF	\$130.00	\$32,500.00
8	241283	Install new ceiling grid system with 24x24 inch, fire resistant, anti-microbial tiles and R40 Batt. Insulation.	3,300	SF	\$9.00	\$29,700.00
9	241293	Prep all walls and prime with one (1) coat of mold inhibiting acrylic latex, low odor paint.	13,000	SF	\$2.00	\$26,000.00
10		Apply two (1) coats of finish paint to all walls. Color to match existing.	13,000	SF	\$2.00	\$26,000.00
11	241284	Replace damaged, lifted or missing vinyl tiles and clean and polish floors.	3,300	SF	\$10.00	\$33,000.00
		Building 3				
12		Temperature in Room B108 is inconsistent. Troubleshoot and adjust existing 3 ton system as necessary.	1	LS	\$7,250.00	\$7,250.00
13	241596	(a) Replace 30 ton AC unit complete, including condenser, and air handler. Clean entire metal ducting system and replace all flex ducts (Library area and Classrooms 200 thru 207)	1	EA	\$44,000.00	\$44,000.00
		(b) Replace 30 ton AC unit complete, including condenser, and air handler. Clean entire metal ducting system and replace all flex ducts (Classrooms, 208 to 212).	1	EA	\$43,900.00	\$43,900.00
14		(a) Replace 20 ton AC unit complete, including condenser and air handler. Clean entire metal ducting system and replace all flex ducts (Automotive Dept. Classrooms 113, 114, 115 and office).	1	EA	\$26,000.00	\$26,000.00
		(b) Replace 20 ton AC units complete, including condenser and air handler. Clean entire metal ducting system and replace all flex ducts (Main office/Cosmetology Dept).	2	EA	\$26,000.00	\$52,000.00

GOVERNMENT OF THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION DEFERRED MAINTENANCE REDUCTION PROGRAM						
BID SHEET						
SOW #	ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT PRICE	TOTAL PRICE
15		Replace 10 ton AC unit complete, including condenser and air handler. Clean entire metal ducting system and replace all flex ducts (Culinary Dept).	1	EA	\$16,200.00	\$16,200.00
16		Replace 5 ton AC unit complete, including condenser and air handler. Clean entire metal ducting system and replace all flex ducts (Classroom 210).	1	EA	\$12,500.00	\$12,500.00
17		Replace 3 ton AC unit complete, including condensers and air handlers. Clean entire metal ducting system and replace all flex ducts (Teacher's Lounge, Rms B107, A115).	3	EA	\$9,500.00	\$28,500.00
18		Relocate existing 5 ton AC unit to a less sunny location in the room (Classroom H206).	1	EA	\$11,500.00	\$11,500.00
19		Repair existing 30 ton AC unit and replace existing air handler. Clean entire metal ducting system and replace all flex-ducts.	1	EA	\$25,200.00	\$25,200.00
20	241263	Remove and replace existing corroded 36 inch metal door and frame in its entirety.	1	EA	\$4,553.00	\$4,553.00
21		Remove existing ceiling exhaust fan and block vent completely. Finish to match existing ceiling. Remove existing entry door to paint room and replace with a commercial full louver metal door with hardware to match existing. Install above door a corrosion resistant shutter mounted 1,500 cfm, fume extraction fan. Fan to be activated with light switch. Touch up painting as required.	1	LS	\$18,250.00	\$18,250.00
		Subtotal				\$709,553.00
		General Conditions and Requirements	1	LS		\$115,347.00
		TOTAL:				\$824,900.00

The quantities noted above are not necessarily exact, and the items noted do not necessarily make up all the work required, or noted in the Specifications and Drawings, for the complete Construction and proper operation of the project. The items noted, will be used in establishing if the cost, which are being submitted by the Bidder, are within the current acceptable prices being used in the U.S. Virgin Islands construction market; and also to ensure that all Contractors' Bids are the same. The Contractor shall be responsible for submitting a TOTAL LUMP SUM COST for the complete construction of the project.

THE BID TOTAL LUMP SUM COST FOR THIS INVITATION FOR BID, IS LISTED AS WRITTEN IN U.S. CURRENCY IN WORDS OF DOLLARS AND CENTS:
USD- Eight hundred twenty four thousand, nine hundred dollars and 00/100

Vendor's Signature:  Date: 5/19/2021

Company Name/ Mailing Address/ Telephone:
 Custom Builders, 4028 Anna's Retreat St. Thomas, VI 00802, 340-775-2605

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Addendum

II



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Addendum II

General Provisions and Warranties

Additional General Provisions – Construction

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A handwritten signature in blue ink, appearing to be "JL".



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GENERAL PROVISIONS

(CONSTRUCTION CONTRACT)

1. DEFINITIONS

(a) The term "Contracting Officer" as used herein means the person executing this contract on behalf of the Government and includes a duly appointed successor or authorized representative.

2. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such determination shall be at his own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

3. CHANGES

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be change order, make any change in the work in the general scope of the contract, including but not limited to changes:

(i) In the specifications (including drawings and designs):

(ii) In the method or manner of performance of the work;

(iii) In the Government-furnished facilities, equipment, materials, services, or site, or

(iv) directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include

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direction, instruction, interpretation, or determination) from the Contracting Officer, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, That except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required: And provided further, That in the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increase cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Government. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

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4. DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing material from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Government.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

5. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work of such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work necessary, therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the government resulting from his refusal or failure to complete the work within the specified time.

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(b) If fixed and agreed liquidated damages are provided in the contract and if the Government so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If fixed and agreed liquidated damages are provided in the contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of such delay (unless the Contracting Officer grants a further period of time before the date of final payment under the contract,) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of any delay and extent the time for completing the work when, in his judgment, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Clause 6 of these General Provisions.

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(e) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause provided for termination for convenience of the Government, be the same as if the notice for termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitable adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in Paragraph (d) (1) of this clause, the term 'Subcontractors or Suppliers' means Subcontractors or Suppliers at any tier.

6. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the Agency involved. The decision of the head of the agency or his duly authorized representative for the determination if such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limited judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, that any such decision shall be final and

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conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this contract, however, shall be constructed as making final the decision of any administrative official, representative, or board on a question of law.

7. PAYMENTS TO CONTRACTOR

(a) The government will pay the contractor price as hereinafter provided.

(b) The Government will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis of determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the Contractor furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract.

(c) In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that

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satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage.

(d) All material and work covered by progress payments made shall thereupon become the sole property of the Government, by this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or a waiving the right of the Government to acquire the fulfillment of all the terms of the contract.

(e) Upon completion and acceptance of all work, the amount due to the Contractor under this contract shall be paid upon the presentation of a properly executed voucher and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), a release may also be required of the assignee.

8. ASSIGNMENT OF CLAIMS

(a) If this contract provides from payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financial institution, including any Federal lending agency and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already

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paid and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff.

9. MATERIAL AND WORKMANSHIP

(a) Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limited competition, and the Contractor may, at his option, use any equipment, material, article, or process which, in the judgment of the Contracting Officer is equal to that named. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When required by this contract or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the material or articles which he contemplated incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at risk of subsequent rejection.

(b) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

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10. INSPECTION AND ACCEPTANCE

(a) Except as otherwise provided in this contract, inspection and test by the Government of material and workmanship required by this contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Government after acceptance of the completed work under the terms of paragraph (f) of this clause, except as hereinabove provided.

(b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Government not to conform to the contract requirements, unless in the public interest the Government consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Government (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with Clause 5 of these General Provisions.

(d) The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspection and test by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in this contract. The Contractor shall be charged with any

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additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(e) Should it be considered necessary or advisable by the Government at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted suitable extension of time.

(f) Unless otherwise provided in this contract, acceptance by the Government shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Government's rights under any warranty or guarantee.

11. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for him.

12. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the

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work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which therefore may have been accepted.

13. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Government. The Government assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the Government are expressly stated in the contract.

14. OTHER CONTRACTS

The Government may undertake or award other contracts for additional work, and the contractor shall fully cooperate with such other contactors and Government employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

15. PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, arising out of the performance of this contract or out of the use or disposal by or for the account of the Government of suppliers furnished or construction work performed hereunder.

16. ADDITIONAL BOND SECURITY

If any surety upon a bond furnished in connection with this contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall

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promptly furnish such additional security as may be required from time to time to protect the interests of Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. OFFICIALS NOT TO BENEFIT

No member of the Legislature or members of Congress shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

19. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Legislature that a fair proportion of the purchases and contracts for suppliers and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(c) Contractor shall hire, in addition to any other employee he may retain, apprentices or trainees or both for the performance of the work hereunder, the total number of which shall be determined by the Director of the Division of Apprenticeship and Training upon the basis of one (1) Apprentice (or

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Trainee) for the first journeyman steadily employed, and one (1) additional Apprentice (or Trainee) for every two (2) additional Journeyman steadily employed.

(d) Within ten days of the execution of this Agreement the contractor shall submit to the Division of Apprenticeship & Training, and to the Contracting Officer (The Commissioner of the Department of Property and Procurement) a list of the occupations for which Journeymen will be required in the performance of this contract.

(e) Veterans of the U.S. Armed Forces shall be given priority with the respect to the hire of Apprentices and Trainees.

(f) Failure of Contractor to comply with the aforesaid provisions of this section shall be a material breach thereof.

20. SUSPENSION OF WORK

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interpret all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the

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Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirements shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption but not later than the date of final payment under the contract.

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GENERAL PROVISIONS

Section 22. WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties set out elsewhere in this contract, the Contractor warrants that the work performed under this contract confirms to the contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of this subcontractors and suppliers at any tier. Such warranty shall continue for a period of one year from the date of final acceptance of the work, but with respect to any part of which the Government takes possession of prior to final acceptance, such warranty shall continue for a period of one year from the date the Government takes possession. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to Government owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirement or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged repaired or replaced hereunder will run for one year from the date of such repair or replacement.

(b) The Government shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.

(c) Should the Contractor fail to remedy any failure, defect, or damage described in (a) above within a reasonable time after receipt of notice thereof the Government shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.

(d) In addition to the rights and remedies provided by this clause, all sub-contractor's, manufactures', and suppliers', warranties expressed or implied, respecting any work and materials shall at the direction of the Government, be enforced by the Contractor for the benefit of the Government. In such case if the Contractor's warranty under (a) above has expired, any suit directed by the Government to enforce a subcontractor, manufacture or supplier warranty shall be at the expense of the Government. The Contractor shall obtain any warranties which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

(e) If directed by the Contracting Officer, the Contractor shall require any such warranties to be executed to the Government.

(f) Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage which results from any such defect in Government furnished material or design.

(g) The warranty specified herein shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistake, or fraud.

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Addendum

III



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Addendum III

Termination of Contracts

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TERMINATION OF CONTRACTS

CONVENIENCE OF THE GOVERNMENT

- (a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
 - (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - (ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (iv) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent, he may require, which approval or ratification shall be final for all the purposes of this clause;
 - (vi) transfer title and deliver to the Government in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government.
 - (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Commissioner of Property and Procurement, any

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- property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Commissioner of Property and Procurement and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Commissioner of Property and Procurement may direct;
- (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (ix) take such action as may be necessary, or as the Commissioner of Property and Procurement may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (c) After receipt of the Notice of Termination, the Contractor shall submit to the Commissioner of Property and Procurement his termination claim, in the form and with certification prescribed by the Commissioner of Property and Procurement. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Commissioner of Property and Procurement, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Commissioner of Property and Procurement determines that the facts justify such action, he may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Commissioner of Property and Procurement may determine, on the basis of information available to him, the amount, if any, due to the Contractor by any reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Subject to the provisions of paragraph (c), the Contractor and the Commissioner of Property and Procurement may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Commissioner of Property and Procurement to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed to be paid to the Contractor pursuant to this paragraph (d):

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- (e) In the event of the failure of the Contractor and the Commissioner of Property & Procurement to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Commissioner of Property & Procurement shall pay to the Contractor the amounts determined by him as follows, but without duplication of any amounts agreed upon in accordance with paragraph (d):
- (i) for completed supplies, materials and equipment or services accepted by the Government (or sold or acquired as provided in paragraph (b) (vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving for freight or other charges;
 - (ii) the total of —
 - (A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e) (i) hereof;
 - (B) the cost settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (v) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (A) above; and
 - (C) a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this contract.

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Addendum

IV



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Addendum IV
Compensation

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Addendum IV
Compensation

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to make progress payments based on the Schedule of Values and invoices submitted by the Professional Design/Builders, Inc dba Custom Builders in accordance with Clause 7 (Payments to Contractor) of the General Provisions.

The parties agree that the sum to be paid under this contract is **Eight Hundred Twenty-Four Thousand, Nine Hundred Dollars and Zero Cents (\$824,900.00)**. The parties further agree that payments will be made in accordance with services rendered.

The final payment is subject to the inspection and acceptance of the project by the Government, the submission of all pertinent warranties, and the Release of Claims. Contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have released the contractor of its obligations. Contractor shall also submit Consent of Surety before final payment and, upon the Government's request, any other documentation the Government deems necessary.

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Addendum

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Addendum V
Provisions from 2 CFR 200 – Appendix II

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ADDENDUM V

Provisions from 2 CFR 200 - Appendix II

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Labor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for

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compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to the Department of Planning and Natural Resources (DPNR) understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to the DPNR and understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

4. SUSPENSION AND DEBARMENT

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R.

C035DOEC21(CB)
IFB040DOEC21(C)

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pt. 3000, subpart C, in addition to remedies available to the Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Government.

6. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

7. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Government, the Federal Emergency Management Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are

C035DOEC21(CB)
IFB040DOEC21(C)

Contractor's Initials



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directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the Federal Emergency Management Agency Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

The remainder of this page intentionally left blank.

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Jerome Boschulte certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, CUSTOM BUILDERS, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Jerome T. Boschulte
Signature of Contractor's Authorized Official

Jerome T. Boschulte, President
Name and Title of Contractor's Authorized Official

7/22/2021
Date

C035DOEC21(CB)
IFB040DOEC21(C)

Contractor's Initials JTB

Funding Source

<input checked="" type="checkbox"/>	Purchase Order
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Federal Highway
<input type="checkbox"/>	VIPFA

Expires: 01/12/2022 _____

Expires: _____

Expires: _____

Dated: _____



GOVERNMENT OF THE
**VIRGIN ISLANDS OF THE
 UNITED STATES**
 ST. THOMAS, VIRGIN ISLANDS

PURCHASE ORDER

DATE: 07/16/2021 PAGE: 1 OF

PURCHASE ORDER NUMBER: 00012603

REQUISITION NUMBER: 18133

SHIP TO: DEPARTMENT OF EDUCATION STT
 DEPARTMENT OF EDUCATION
 1834 KONGENS GADE
 ST. THOMAS, VI 00802-6746
 774-0100

BILL TO: DEPARTMENT OF EDUCATION STT
 DEPARTMENT OF EDUCATION
 1834 KONGENS GADE
 ST. THOMAS, VI 00802-6746
 774-0100

THIS PURCHASE ORDER IS ONLY VALID FOR NINETY (90) DAYS FROM DATE SPECIFIED ABOVE

VENDOR: CUSTOM BUILDERS
 4028 ANNA'S RETREAT
 ST. THOMAS, VI 00802

VENDOR REMIT CUSTOM BUILDERS, INC.
 4028 ANNA'S RETREAT
 ST. THOMAS, VI 00802

5118

DELIVERY TERMS: _____

DISCOUNT TERMS _____

Item#	Description/Part No.	UNIT	UNIT PRICE	QUANTITY	AMOUNT
1	Cooling System (A/C System, Hoses, Water Pump, Radiator, Heater and Accessories, etc.) Maintenance and Repair TO ENCUMBER DEFERRED MAINTENANCE REPAIR PROGRAM FUNDS FOR AIR CONDITIONING REPAIR AND REPLACEMENT AT THE ST. CROIX EDUCATIONAL COMPLEX HIGH SCHOOL. 31104047 - 575000 - F4017 907,390.00	EACH	\$907,390.00	1	\$907,390.00
Order Total					907,390.00

Purchase Order Authorization

 Department or Agency Certifying Officer

 Department of Property & Procurement Purchasing or Contracting Officer

Bonds

FORM - P&P-PB-20-73
 APPROVED: 3-26-73
 REVISED: 3-18-08
 COMM. OF PROP. & PROC.

**GOVERNMENT OF THE VIRGIN ISLANDS
 PERFORMANCE BOND**

DATE BOND EXECUTED
JULY 23, 2021

(See Instructions on Reverse)

PRINCIPAL **PROFESSIONAL DESIGN/BUILDERS INC DBA CUSTOM BUILDERS
 4028 ANNA'S RETREAT
 ST THOMAS, VI 00802**

SURETY **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
 1 TOWER SQUARE
 HARTFORD, CT 06183**

PENAL SUM OF BOND (Express in words and figures) EIGHT HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED DOLLARS AND 00/100 (\$824,900.00)	CONTRACT NO. C035DOE21 (CB)	DATE OF CONTRACT
---	--------------------------------	------------------

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Government of the Virgin Islands, hereinafter called the government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS		INDIVIDUAL PRINCIPAL	
1	_____ as to _____	_____	[SEAL]
2	_____ as to _____	_____	[SEAL]
3	_____ as to _____	_____	[SEAL]
4	_____ as to _____	_____	[SEAL]

WITNESS		INDIVIDUAL PRINCIPAL	
1	_____ as to _____	_____	[SEAL]
2	_____ as to _____	_____	[SEAL]

Attest <i>[Signature]</i>	CORPORATE PRINCIPAL PROFESSIONAL DESIGN/BUILDERS INC DBA CUSTOM BUILDERS	AFFIX CORPORATE SEAL
	BUSINESS ADDRESS 4028 ANNA'S RETREAT ST THOMAS, VI 00802	
	BY <i>[Signature]</i> Jerome T. Boschulte	AFFIX CORPORATE SEAL
	TITLE President	
Attest <i>[Signature]</i>	CORPORATE SURETY TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	AFFIX CORPORATE SEAL
	BUSINESS ADDRESS 1 TOWER SQUARE HARTFORD, CT 06183	
	BY <i>[Signature]</i> JAVIER SANTIAGO RIVERA/ATTORNEY IN FACT	AFFIX CORPORATE SEAL
	TITLE	



The rate of premium on this bond is \$15.80 per thousand.

Total amount of premium charged, \$ \$11,961.00

(The above must be filled in by corporate surety)

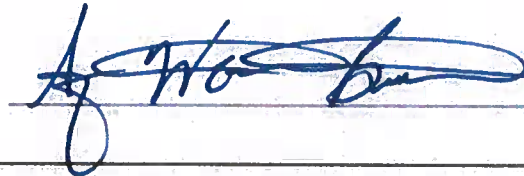
CERTIFICATE AS TO CORPORATE PRINCIPAL

Shanique Boschulte, certify that I am the _____ secretary

of the corporation named as principal in the within bond, that

Jerome Boschulte

who signed the said bond on behalf of the principal, was then President of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

 [CORPORATE] SEAL]

INSTRUCTIONS

1 This form shall be used for construction work or the furnishing of supplies or services, whenever a performance bond is required. There shall be no deviation from this form except as authorized by the Department of Property and Procurement.

2 The surety on the bond may be any corporation authorized under the laws of the Government of the Virgin Islands any State or possession of the United States, or by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a complete Affidavit of Individual Surety for each individual surety (Standard Form.)

3 The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4 If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5 If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6 The official character and authority of the person or persons executing the bond for the principal, if a corporation shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7 The date of this bond must not be prior to the date of the instrument in connection with which it is given.

FORM - P&P-PB-20-73 APPROVED: 3-26-73 REVISED: 3-18-08 COMM. OF PROP. & PROC.	GOVERNMENT OF THE VIRGIN ISLANDS PAYMENT BOND (See Instructions on Reverse)	DATE BOND EXECUTED JULY 23, 2021
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PRINCIPAL **PROFESSIONAL DESIGN/BUILDERS INC DBA CUSTOM BUILDERS**
4028 ANNA'S RETREAT
ST THOMAS, VI 00802

SURETY **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
1 TOWER SQUARE
HARTFORD, CT 06183

PENAL SUM OF BOND (Express in words and figures) EIGHT HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED DOLLARS AND 00/100 (\$824,900.00)	CONTRACT NO. C035DOE21 (CB)	DATE OF CONTRACT
--	---------------------------------------	------------------

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Government of the Virgin Islands, hereinafter called the government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached:




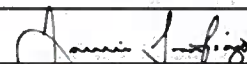
NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS		INDIVIDUAL PRINCIPAL
1 _____	as to	_____ [SEAL]
2 _____	as to	_____ [SEAL]
3 _____	as to	_____ [SEAL]
4 _____	as to	_____ [SEAL]

WITNESS		INDIVIDUAL PRINCIPAL
1 _____	as to	_____ [SEAL]
2 _____	as to	_____ [SEAL]

Attest 	CORPORATE PRINCIPAL PROFESSIONAL DESIGN/BUILDERS INC DBA CUSTOM BUILDERS BUSINESS ADDRESS 4028 ANNA'S RETREAT ST THOMAS, VI 00802 BY  Jerome T. Boschetto TITLE President
Attest 	CORPORATE SURETY TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA BUSINESS ADDRESS 1 TOWER SQUARE HARTFORD, CT 06183 BY  JAVIER SANTIAGO RIVERA/ATTORNEY IN FACT TITLE



The rate of premium on this bond is \$15.80 per thousand.

Total amount of premium charged, \$ \$11,961.00

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Shanique Boschulte, certify that I am the _____ secretary

of the corporation named as principal in the within bond, that

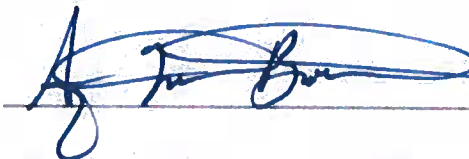
Jerome Boschulte

who signed the said bond on behalf of the principal, was then

President

of said

corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.



[CORPORATE]
SEAL]

INSTRUCTIONS

1 This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. It may also be used in any other case in which a payment bond is to be required. There shall be no deviation from this form except as authorization by the Government of the Virgin Islands.

2 The surety on the bond may be any corporation authorized under the laws of the Government of the Virgin Islands any State or possession of the United States, or by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a complete Affidavit of Individual Surety for each individual surety (Standard Form.)

3 The name; including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4 If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5 If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6 The official character and authority of the person or persons executing the bond for the principal, if a corporation shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7 The date of this bond must not be prior to the date of the instrument in connection with which it is given.

BOND NO. 107435015

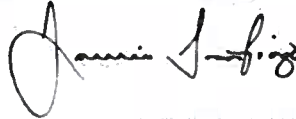
RIDER TO ELECTRONICALLY EXECUTED BOND

PLEASE READ CAREFULLY

Given the operational restrictions imposed by Executive Order #OE-2020-023 issued by the Government of Puerto Rico related to the COVID-19 (coronavirus) pandemic, this bond has been signed and sealed electronically.

We hereby certify that this bond is valid to the same extent as if originally signed and sealed by hand.

If the obligee requires an executed bond with an original signature or seal affixed by hand, or with an acknowledgement of surety affidavit, we will issue any such required documents when circumstances permit.



Travelers Casualty and Surety Company of America
Attorney in Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAVIER E SANTIAGO RIVERA** of **SAN JUAN** **Puerto Rico** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23RD** day of **JULY** **2021**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Corporate Documents

XX	Business License	Expires: <u>December 31, 2021</u>
XX	Certificate of Liability Insurance	Expires: <u>February 15, 2022</u>
XX	Endorsement Page	Expires: <u>February 15, 2022</u>
XX	GVI Insurance Coverage	Expires: <u>December 31, 2021</u>
XX	Certificate of Good Standing	Expires: <u>June 30, 2022</u>
N/A	Certificate of Existence	Expires: <u>N/A</u>
XX	Corporate Resolution	Dated: <u>May 19, 2021</u>
XX	Trade Name Resolution	Dated: <u>October 17, 2019</u>
XX	Articles of Incorporation	
N/A	Articles of Organization	



THE GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS
PROFESSIONAL LICENSE

KNOW ALL BY THIS PRESENT

That, in accordance with the applicable provisions of Title 3 Chapter 16 and Title 27 V.I.C. relating to the licensing of businesses and occupations, and compliance having been made with the provisions of 10 V.I.C. Sec. 41 relating to the Civil Rights Act of the Virgin Islands, the following license is hereby granted.

Licensee:	PROFESSIONAL DESIGN BUILDERS INC		
Trade Name:	CUSTOM BUILDERS		
Mailing Address			Physical Address
4028 ANNA'S RETREAT ST THOMAS ST. THOMAS VI 00802			4028 ANNA'S RETREAT ST THOMAS ST. THOMAS VI 00802
Business No:	9204	License No:	1-9204-1B
Types of License(s) General Construction Co.			

As provided by law, the authorized licensing authority shall have the power to revoke or suspend any License issued hereunder, upon finding, after notice and adequate hearing, that such revocation or suspension is in the public interest; provided, that any persons aggrieved by any such decision of this office shall be entitled to a review of the same by the Territorial Court upon appeal made within (30) days from the date of the decision; provided, further, that all decisions of this office hereunder shall be final except upon specific findings by the Court that the same was arrived at by fraud or illegal means.

2020

If a renewal is desired, the holder is responsible for making application for same without any notice from this office. It is the responsibility of the Licensee to notify the Department in writing within (30) days, when a license is to be cancelled or placed in inactive status. Failure to do so will result in the assessment of penalties as authorized by law.

Valid from 11/01/2020 until 10/31/2021
Printed on 10/29/2020
Issued at St. Thomas, V.I.
Fee 130.00

Richard Gugelista

Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS



Government of
The United States Virgin Islands

-O-

Office of the Lieutenant Governor
Division of Corporations & Trademarks

RENEWAL TRADE NAME REGISTRATION

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor of the United States Virgin Islands, do hereby certify that the Office of the Lieutenant Governor, Division of Corporations and Trademarks, has in its custody the applicable documents seeking for the of the following Trade Name.

Trade Name No.	TN0001879
Trade Name	CUSTOM BUILDERS
Nature of Business	CONSTRUCTION OF RESIDENTIAL AND COMMERICAL BUILDINGS
Registrants	PROFESSIONAL DESIGN/BUILDERS, INC.
Business Location	4028 Anna'S Retreat, Charlotte Amalie, United States Virgin Islands, 00802, United States
Mailing Address	Same as Physical Address
Original Registration Date	December 20, 1989
Renewal Date	December 20, 2021

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 17th day of October, 2019.



Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling St. Croix 5021 Anchor Way Gallows Bay Christiansted VI 00820	CONTACT NAME: Monica Robinson	
	PHONE (A/C, No, Ext): (340) 773-2170	FAX (A/C, No): (340) 773-9550
E-MAIL ADDRESS: mrobinson@marshallsterling.vi		
INSURED Professional Design/Builders, Inc. DBA Custom Builders 4028 Anna's Retreat St. Thomas VI 00802-2065		INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyds CEU INSURER B: Certain Underwriters at Lloyds CPS INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2121512402

REVISION NUMBER:

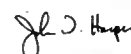
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	B1230PC02491A21	02/15/2021	02/15/2022	EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 6,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ 6,000,000 Premises Damage \$ 6,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAPCPS14400	05/07/2021	05/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Government of the Virgin Islands is provided Additional Insured status when required by written contract or agreement with respect to project Location: St. Croix, V.I.
 Project: Repair & Replacement of AC Units at St. Croix Educational Complex
 Contract #: IFB040DOE21(C)

CERTIFICATE HOLDER**CANCELLATION**

Government of the Virgin Islands Department of Education 3274 Estate Richmond Christiansted VI 00820	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

CONTRACT ENDORSEMENT

Unique Market Reference: B1230PC02491A21
Endorsement Reference: 009
Original Insured: Professional Design Builders, Inc. DBA Custom Builders

CONTRACT CHANGES

This contract is amended as follows:

ENDORSEMENT
EFFECTIVE DATE: 15th June 2021

It is hereby understood and agreed that the 'Additional Insured by Contract Endorsement', is extended to include:

- Government of the Virgin Islands
Department of Education
3274 Estate Richmond
Christiansted, VI 00820

Location: St. Croix, V.I
Project: Repair & Replacement of AC Units at St. Croix Educational Complex
Contract #: IFB040DOE21(C)

Additional Exposure: USD 824,900.

All other terms and conditions remain unchanged.

Leading (re)insurer
Date:

Note: Where more than one (re)insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement from all of those (re)insurers.

INFORMATION

Email from Marshall Sterling dated 15th June 2021 attaching Additional Insured Request Questionnaire

Endorsement dated:

CONTRACT ENDORSEMENT

Unique Market Reference: B1230PC02491A21
 Endorsement Reference: 009

AGREEMENT

GENERAL UNDERWRITERS AGREEMENT (GUA)		
Each Underwriter's proportion is several not joint		
Slip Leader Only	Slip Leader and Agreement Parties	All Underwriters
Date:		
Box 1	Box 2	Box 3

Date:	Date:	Date:	Date:	Date:
Date:	Date:	Date:	Date:	Date:
Date:	Date:	Date:	Date:	Date:
Date:	Date:	Date:	Date:	Date:

Note: Where more than one (re)insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement from all of those (re)insurers.

Endorsement dated:

CONTRACT ENDORSEMENT

Unique Market Reference: B1230PC02491A21
Endorsement Reference: 009

CONTRACT ADMINISTRATION AND ADVISORY SECTION**SETTLEMENT DUE
DATE:**

In the absence of an (re)insurer specified Settlement Due Date, the Settlement Due Date will be calculated by applying the terms of trade for the original premium to whichever is the later of either:

1. the latest effective date of the subject matter of the contract endorsement; or
2. the date on which the final (re)insurer agreement is obtained.

**ALLOCATION OF
PREMIUM CODING:**

Unless otherwise stated, to follow allocation of premium coding within the Market Reform Contract.

All other terms and conditions remain unchanged.

Endorsement dated:

SECURITY DETAILS

Endorsement Version Date 18 Jun 2021 15:39
Endorsement Status Completed
UMR B1230PC02491A21
Broker Endorsement Reference 009
Endorsement Name AI Endorsement
(Re)Insured Professional Design Builders, Inc. DBA Custom Builders
Agreement Practice GUA B
Agreement Instructions All Underwriters

CONFIRMATION OF AGREEMENT BY REQUIRED AGREEMENT PARTIES:

Follower

Agreed 21 Jun 2021 17:22

Underwriter Company	Underwriter	Stamp	Underwriter Ref
Sompo International	Stella Baskerville	Lloyd's Underwriter Syndicate No. 5151 ENH, London, England	CGFG14550A20

Leader

Agreed 18 Jun 2021 17:16

Underwriter Company	Underwriter	Stamp	Underwriter Ref
QBE European Company Operations	Andrew MacConnachie	Lloyd's Underwriter Syndicate No. 1886 QBE, London, England	21IL324626NA

Follower

Agreed 18 Jun 2021 17:21

Underwriter Company	Underwriter	Stamp	Underwriter Ref
Everest Reinsurance (Bermuda) Limited	Pete Graham	Lloyd's Underwriter Syndicate No. 2786 EVE, London, England	401982012100

Follower

Agreed 18 Jun 2021 17:43

Underwriter Company	Underwriter	Stamp	Underwriter Ref
Apollo Syndicate Management Ltd	Paul Chesworth	Apollo Liability Consortium 9984. All underwriters as per LPSO Registered Consortium No 9984	21NL55649501



GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS

Date FEBRUARY 02, 2021

Office of the Custodian, Government Insurance Fund

DEPARTMENT OF FINANCE

Certificate of Government Insurance Coverage

*I certify that the employer **PROFESSIONAL DESIGN/BUILDERS, INC.**
Has filed with the Custodian of the Government Insurance Fund, the Employer's Report to the
Commissioner of Finance and paid the required premium in accordance with the provision of Title
24 Chapter 11, Section 273, of the Virgin Islands Code, and, accordingly is entitled to the rights
And benefits of the insurance coverage established by law. The risk of this employer is covered
By policy 4360 for the period from **JANUARY 01, 2021 TO DECEMBER 31, 2021***

**NAME & ADDRESS OF EMPLOYER:
PROFESSIONAL DESIGN/BUILDERS, INC.
4028 ANNA'S RETREAT
ST THOMAS, VI 00802**

A handwritten signature in cursive script, appearing to read "Anthony Selkridge", written over a horizontal line.

Anthony Selkridge
Director Government Insurance Fund



**Government of
The United States Virgin Islands**

-O-

*Office of the Lieutenant Governor
Division of Corporations & Trademarks*

CERTIFICATE OF GOOD STANDING

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor the United States Virgin Islands, do hereby certify that **PROFESSIONAL DESIGN/BUILDERS, INC.** has filed in the Office of the Lieutenant Governor the requisite annual reports and statements as required by the Virgin Islands Code, and the Rules and Regulations of this Office. In addition, the aforementioned entity has paid all applicable taxes and fees to date, and has a legal existence not having been cancelled or dissolved as far as the records of my office show.

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below. This certificate is valid through June 30th, 2022.

Entity Type: Domestic Profit Corporation

Entity Status: In Good Standing

Registration Date: 03/24/1987

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 8th day of July, 2021.



A handwritten signature in blue ink that reads "Tregenza A. Roach".

Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands

CUSTOM BUILDERS

CERTIFICATE OF CORPORATE RESOLUTION

PROFESSIONAL DESIGN/BUILDERS, INC.
dba CUSTOM BUILDERS


A United States Virgin Islands Corporation

The undersigned, Shanique Boschulte, Secretary of Professional Design/Builders, Inc., dba Custom Builders, (the "Corporation"), does hereby certify to the Federal Government of the United States (the "Government") that the Corporation is and at all times herein is duly qualified and in good standing under the laws of the Territory of the Virgin Islands and that the following resolution was duly adopted by the Board of Directors of the Corporation on May 19, 2021 and is still currently in effect, and that said actions herein described are permitted by the Articles and By-laws of the Corporation, true and correct copies of which are attached hereto:

RESOLVED, that the Corporation be authorized to execute and deliver a bid proposal for the Repair & Replacement of AC Units at the St. Croix Educational Complex, St. Croix, Virgin Islands (hereinafter the "Bid").

RESOLVED FURTHER, that Jerome T. Boschulte, the President of the Corporation, acting singly, is hereby authorized and directed on behalf of the Corporation to execute and deliver to the authorized agent of the Government, the Bid, and other related documents which may be required or requested by the Government.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the Corporation on this 19th day of May 2021.


Shanique Boschulte, Secretary

ATTEST:


Kim Lahr, Director


Jerome T. Boschulte, President

ARTICLES OF INCORPORATION
OF
PROFESSIONAL DESIGN/BUILDERS, INC.

The undersigned, natural persons of lawful age, do hereby unite by and through the following articles of incorporation in order to form a stock corporation pursuant to Title XIII of the Virgin Islands Code.

1. NAME. The name of the corporation is Professional Design/Builders, Inc.

2. PURPOSES. The purposes for which the corporation is being formed are:

To engage in the business of design and construction of residential and commercial buildings, and the like, as well as to possess and exercise all the powers and privileges granted by the General Corporation Law of the Virgin Islands or by any other law of the Virgin Islands or by these articles of incorporation together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the corporation.

The foregoing clauses shall be construed as objects, purposes and powers, and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the corporation which shall be deemed co-extensive with the full scope of the law.

3. CAPITAL STOCK. The corporation shall be authorized to issue 1000 shares of common stock without par value.

Without action by the stockholders, the shares of stock may be issued by the corporation from time to time by the Board of Directors, and any and all shares so issued, the full consideration for which has been paid or delivered, shall be deemed fully paid stock and the holder of such shares shall not be liable for any further call or assessment or for any further payment thereof.

4. MINIMUM CAPITAL. The corporation will commence business with a paid in capital of \$1,000.00.

5. PRINCIPAL OFFICE AND RESIDENT AGENT. The principal office of the corporation shall be located at 11 Estate Coakley Bay, Christiansted, St. Croix, U. S. Virgin Islands. Its mailing address is P. O. Box 3673, Christiansted, St. Croix, U. S. Virgin Islands 00820. The Resident Agent shall be Stephen B. Lammens at 11 Estate Coakley Bay, Christiansted, St. Croix, U. S. Virgin Islands 00820.

6. PERPETUAL EXISTENCE. The corporation shall have perpetual existence.

7. DIRECTORS. The corporation shall have such number of directors as shall be set in the bylaws, but the number shall not be less than three. The initial directors shall be elected at the organizational meeting.

8. CUMULATIVE VOTING. Each share of stock shall be entitled to one vote, which vote shall be cumulative in the election of directors of the corporation.

9. INCORPORATORS. The natural persons of lawful age forming this corporation and their places of residences are: Stephen B. Lammens, 11 Estate Coakley Bay, Christiansted, St. Croix,

ARTICLES OF INCORPORATION
Professional Design/Builders, Inc.
Page 2

U. S. Virgin Islands 00820, Douglas A. Brady, Six Company Street, Christiansted, St. Croix, and Patricia A. Brown, Six Company Street, Christiansted, St. Croix, U.S. Virgin Islands, 00820.

10. PREEMPTIVE RIGHTS. The stockholders of the corporation shall have preemptive rights to subscribe to additional issues of stock of the corporation.

11. ANNUAL MEETING. The annual meeting of the stockholders of the corporation shall be held at its principal office in Christiansted, St. Croix, U.S. Virgin Islands, or at such other place, at such time as shall be provided by the bylaws.

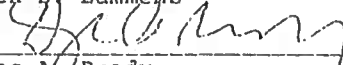
12. DIRECTORS' CONTACTS WITH CORPORATION. A director of the corporation shall not be disqualified by virtue of his office from dealing or contracting with the corporation either as a vendor, purchaser, or otherwise, nor shall any transaction or contract of the corporation be void or voidable by reason of the fact that any officer or director is in any way interested in such transaction or contract, ratified or approved, either by a vote of a majority quorum of the Board of Directors or by the written consent of the holders of record of a majority of all the outstanding shares of stock of the corporation entitled to vote; nor shall any director be liable to account to the corporation for any profits realized by or from or through any such transaction or contract of the corporation, authorized, ratified or approved as aforesaid by reason of the fact that he, or any firm of which he is a member or any corporation of which he is a shareholder, officer or director, was interested in such transaction or contract. Nothing herein contained shall create liability in the events above described or prevent the authorization, ratification or approval of such transaction or contracts in any other manner permitted by law.

13. AMENDMENTS TO ARTICLES. These Articles of Incorporation may be amended when authorized by a vote of a majority of the stock given at a regular meeting of the stockholders. Such amended articles shall be executed and acknowledged by the Board of Directors or a majority of them, and shall be filed and recorded in the same place and manner as these original articles. These articles may also be amended by an affirmative vote of a three-fourths majority of stock given at any special meeting of stockholders held for such purposes as by law made and provided.

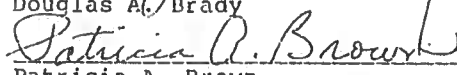
Dated this 23 day of March, 1987



Stephen B. Lammens



Douglas A. Brady



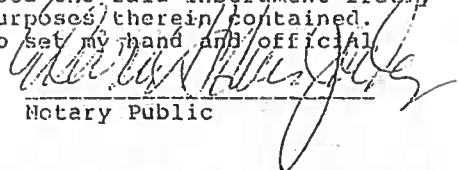
Patricia A. Brown

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. CROIX) ss:

On this 23 day of March, 1987, before me, personally, came and appeared STEPHEN B. LAMMENS, DOUGLAS A. BRADY, and PATRICIA A. BROWN, to me known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to me that they executed the said instrument freely and voluntarily for the uses and purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public



PROFESSIONAL DESIGN/BUILDERS, INC.

DUNS Unique Entity ID 621876028	SAM Unique Entity ID GJF5K8MKV386	CAGE / NCAGE 1KVZ4
Purpose of Registration All Awards	Expiration Date Feb 10, 2022	Registration Status Active
Physical Address 4028 Anna's Retreat ST St Thomas, Virgin Islands 00802-2221 United States	Mailing Address 4028 Anna's Retreat St Thomas, Virgin Islands 00802-2221 United States	

Business Information

Doing Business as Custom Builders	Division Name Custom Builders	Division Number (blank)
Congressional District Virgin Islands 98	State / Country of Incorporation (blank) / United States Minor Outlying Islands	URL https://www.custombuildersvi.com

Registration Dates

Activation Date Feb 26, 2021	Submission Date Feb 10, 2021	Initial Registration Date Apr 18, 2001
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Entity Dates

Entity Start Date Mar 23, 1987	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Government Types

(blank)

Financial Information

Accepts Credit Card Payments Debt Subject To Offset
 No No

Electronic Business

✕
JEROME T BOSCHULTE, President 4028 Anna's Retreat
 St Thomas, Virgin Islands 00802
 United States

STEVE LAMMENS 4028 Anna's Retreat
 St Thomas, Virgin Islands 00802
 United States

Government Business

✕
JEROME T BOSCHULTE, President 4028 Anna's Retreat
 St Thomas, Virgin Islands 00802
 United States

STEVE LAMMENS 4028 Anna's Retreat
 St Thomas, Virgin Islands 00802
 United States

Past Performance

✕
JEROME T BOSCHULTE, President 4028 Anna's Retreat
 St Thomas, Virgin Islands 00802
 United States

STEVE LAMMENS 4028 Anna's Retreat
 St Thomas, Virgin Islands 00802
 United States

NAICS Classifications

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	236115	New Single-Family Housing Construction (Except For-Sale Builders)
	238116	New Multifamily Housing Construction (Except For-Sale Builders)
	238118	Residential Remodelers
	238210	Industrial Building Construction
	237110	Water And Sewer Line And Related Structures Construction
	237310	Highway, Street, And Bridge Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238140	Masonry Contractors
	238160	Roofing Contractors

Geography

Yes, this entity appears in the disaster response registry.

States Counties Metropolitan Statistical Areas
 Virgin Islands (blank)