CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 9th day of October, 2015 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, **Department of Property and Procurement** on behalf of the **Department of Public Works** hereinafter referred to as "Government") and **Mr. Myron L. W. James** hereinafter referred to as "Contractor").

W I T N E S E T H:

WHEREAS, the Government is in need of the services of a Contractor to provide Program Management Assistance in the administration of The Federal-aid Highway Program which duties and responsibilities are more particularly described in Addendum 1 attached hereto; and

WHEREAS, the contractor represents that he/she 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 in Addendum 1 attached hereto.

2. **TERM**

This Contract shall commence upon the signature of the Governor and shall terminate two years thereafter. Upon the agreement of both parties, this contract may be extended for a period of up to two additional years.

3. **COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I, agrees to pay the Contractor the sum of **One Hundred Sixty-Five Thousand Thirty-Five Dollars and Twenty Cents ($165,035.20)** in accordance with the provisions set forth in Addendum 2.

4. **TRAVEL EXPENSES**

The government agrees to pay documented transportation, subsistence, lodging, and other travel expenses, while in travel status, for trips which have been authorized in writing in advance by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed by an Addendum to this Contract; however, said cost and expense shall not exceed **Five Thousand Dollars and No Cents ($5,000.00).**

5. **RECORDS**

The Contractor, when applicable, 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 his/her profession and to consultants doing business in the United States Virgin Islands.

7. **DOCUMENTS, PRINTOUTS, ETC.**

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. 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 corporation engaged by Contractor as servants, agents or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance 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 consent of the Government.

10. **INDEMNIFICATION**

Contractor agrees to investigate, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which 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 shall remain 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 instance or 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 Contract constitutes the entire agreement between the parties hereto, and all prior understandings, communications, written, or oral, with respect to the project which are the subject matter of this Contract, are merged herein.

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 Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by the Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.

16. **CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. **TERMINATION**

Either party will have the right to terminate this Contract with or without cause on Thirty Days written notice to the other party specifying the date of termination.

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. 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 thirty (30) day 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 or national origin.

20. **CONFLICT OF INTEREST**

a) Contractor covenants that he 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 be performed under this Contract.

b) Contractor further covenants that he is:

i) 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

ii) a territorial officer or employee and, as such, has:

c) Familiarized himself with the provisions of:

i) Title 3, Chapter 37, of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in Section 1108 thereof;

ii) not made, negotiated or influenced this contract, in his official capacity;

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 signature of the Governor.

22. **NOTICE**

Any notice required to be given by the Terms of this contract shall 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

Commissioner
Department of Property & Procurement
Sub Base, Building No. 1
St. Thomas, U.S.V.I. 00802

Commissioner

Department of Public Works

8244 Subbase Building No. 8

St. Thomas, Virgin Islands 00802-5805

Contractor

Mr. Myron L.W. James

PO Box 307932

St. Thomas, USVI 00803

23. **LICENSURE**

The Contractor covenants that he 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 himself/herself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. **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 sub-contracts 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 sub-contractor misrepresents its eligibility to receive contract awards using federal funds, the contractor of sub-contractor agrees that it shall not be entitled to payment for any work performed under this contract or sub-contract and that the contractor or sub-contractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. If during the term of this contract, the contractor shall become ineligible to

receive contract awards using federal funds, this contract shall be terminated forthwith for cause and the contractor shall not be entitled to payment for any work performed under this contract or sub-contract after the effective date of such ineligibility.

25. **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.

26. **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.

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

DEPARTMENT OF PUBLIC WORKS

Witness — Date 6/17/2015 — Gustav James, Acting Commissioner — Date 6/17/2015

DEPT. OF PROPERTY & PROCUREMENT

Witness — Date 9-10-15 — For Randolph Bennett, Commissioner Designee — Date 10 Sep 15

CONTRACTOR:

Witness — Date 6.16.2015 — Myron James — Date 6/16/2015

(Attachment and Corporate Seal, if a Corporation)

APPROVED:

Kenneth E. Mapp
GOVERNOR

DATE 10-09-15

Init. by Dept. of Justice PAT 9/05/15

Account Code No.

MED No.

Contract No. PC094DPW15