

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 12<sup>th</sup> day of December, 2014 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 HUMAN SERVICES**; Knud Hansen Complex – Building A; 1303 Hospital Ground; St. Thomas, Virgin Islands 00802, ( hereinafter referred to as "Government") and **KRAAL ENVIRONMENT LLC; P. O. Box 24303, Christiansted, St. Croix, V.I., 00824** (hereinafter referred to as "Contractor")

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a consultant to provide technical assistance to ensure that the Virgin Islands Department of Human Services (VIDHS) public water systems complies with the requirements of the Safe Drinking Water Act;

**WHEREAS**, the "Contractor" is willing to perform the duties and responsibilities that are more particularly described in Addendum I attached hereto;

**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 in Addendum I (Scope of Work) attached hereto and made a part of this contract.

#### 2. TERMS

This contract shall commence upon the signature of the Governor, and shall terminate no later than twelve (12) months thereafter.

#### 3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor an amount not to exceed **NINETY THOUSAND DOLLARS (\$90,000.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

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**4. TRAVEL EXPENSES**

Inclusive in the compensation for services as specified in Paragraph 3 (Compensation) above, 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 or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed **ONE THOUSAND DOLLARS (\$1,000.00)**.

**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 its 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 the Government to persons, firms, associations, or corporations engaged by the "Contractor" as servants, agents, or 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, liabilities, obligations and taxes of the "Contractor" or whatsoever nature, including but not limited to unemployment insurance and social security taxes for the "Contractor", his 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.

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**10. INDEMNIFICATION**

The "Contractor" agrees to investigate, defend and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expense (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 the "Contractor" under this Contract and arising from any cause, except the sole negligence of the 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 understanding or communications, written or oral, with respect to the Project which is 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, the 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 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

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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 the "Contractor" gives satisfactory assurance to the Government that such claims will be paid by the "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 (30) 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 subjected to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, national origin, or disability.

**20. CONFLICT OF INTEREST**

(A) The "Contractor" covenants that he/she/it (includes owners, partners, board members, officers and/or principal investors or stockholders) 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) The "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 employees and, as such, has:
  - (i) familiarized himself/herself with the provisions of Title 3, Chapter 37, of the Virgin Islands Code, pertaining to conflicts of interests, including the penalties provision set forth in Section 1108 thereof;
  - (ii) not made, negotiated, or influenced this contract in (his/her) 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 the signature of the Governor of the United States Virgin Islands.

**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 certified mail, postage prepaid, or personally delivered, addressed to the parties as follows:

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**Government:**

**Government of the Virgin Islands  
Commissioner  
Department of Human Services  
Golden Rock Office  
3011 Estate Golden Rock  
Christiansted, St. Croix, Virgin Islands 00820-4355  
Attention: Jason H. Williams, Deputy Commissioner  
Telephone: (340) 692-5950  
Fax: (340) 692-2062**

**cc:**

**Commissioner  
Department of Property and Procurement  
Sub Base, Building No. 1  
St. Thomas, Virgin Islands 00802**

**Contractor:**

**KRAAL ENVIRONMENT LLC  
P. O. Box 24303  
Christiansted, St. Croix  
United States Virgin Islands 00824  
Attention: Mr. Austin L. Moorehead, Manager  
Telephone: (340) 718-5052  
Fax: (340) 718-5052  
Taxpayer Identification No 66-0801650**

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**23. LICENSURE, PERMITS, AND INSURANCE**

The "Contractor" covenants that it has familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations, and has obtained all of the applicable licenses or permits, temporary or otherwise, as may be required under said statute(s) for the conduct of the "Contractor"'s business in the United States Virgin Islands. The "Contractor" shall also provide the Government with proof of civil liability malpractice insurance coverage of no less than **NINETY THOUSAND AND 00/100 (\$90,000.00) DOLLARS** for the entire period of this contract. In the event that the "Contractor"'s existing coverage will expire before the end of the term of this contract, the "Contractor" shall provide proof of the renewal of coverage within TEN (10) days after the beginning of the new period.

**24. PUBLICITY**

No publicity, including press releases, interviews, bulletins, or articles in any public medium concerning this Contract, its terms, execution, implementation, or results, can be released without approval of the Government.

**25. PRE-CONTRACT COSTS**

Any cost incurred by the "Contractor" in order to develop, negotiate, or implement this Contract prior to the actual execution date of this Contract must be contained within, and cannot be in excess of, nor in addition to, the total amount of compensation specified in Paragraph 3 of this Contract.

**26. FALSE CLAIMS**

The "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 claims to be false, fictitious, or fraudulent. The "Contractor" acknowledges that making such false claim is an offense under Virgin Islands law.

**27. NOTICE OF FEDERAL FUNDING**

The "Contractor" acknowledges that this Contract is funded, in whole or in part, by Federal funds. The "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. The "Contractor" acknowledges that making such a false, fictitious, or fraudulent claim is a Federal Offense.

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## 28. DEBARMENT CLARIFICATION

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 federal agency. The "Contractor" shall include this provision in each of its sub-contracts hereunder and shall furnish its Sub-contractors with the current "**LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NON-PROCUREMENT.**" In the event the "Contractor" or Sub-Contractor misrepresents its eligibility to receive contract awards using federal funds, the "Contractor" or 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 properly 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.

## 29. WAIVER AGAINST LIENS

The "Contractor" shall provide waivers from all Sub-Contractors certifying that the Sub-Contractors have been paid in full for all services rendered hereunder.

## 30. MISCELLANEOUS PROVISIONS

1. Causes of action between the parties to this Agreement pertaining to acts or failure to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run no later than either the date Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
2. The Government and the "Contractor" respectively bind themselves, their parents, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Government nor the "Contractor" shall assign this Agreement without the written consent of the other.
3. This Agreement represents the entire and integrated agreement between the Government and the "Contractor" and supersedes all prior negotiation, representations, and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Government and the "Contractor" and the "Contractor" shall not assign this Agreement without the written consent of the other.



**31. OTHER PROVISIONS**

Addendum I, II and III are part of the Contract and are incorporated herein by reference.

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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  
DEPARTMENT OF HUMAN SERVICES**

[Signature] 10/28/14  
Date

[Signature] 10/28/14  
Christopher E, Finch, Commissioner Date

**DEPARTMENT OF PROPERTY & PROCUREMENT**

[Signature] 12/8/14  
Date

[Signature] 12/8/14  
Lynn A. Millin Maduro, Commissioner Date

**CONTRACTOR: KRAAL ENVIRONMENT LLC**

[Signature] 10/27/2014  
Date

[Signature] 10/27/14  
Austin L. Moorehead Date

APPROVED:

[Signature] 12/12/2014  
John(P. de Jongh, Jr.  
GOVERNOR OF THE VIRGIN ISLANDS Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE

By: [Signature] Date: 12-5-14  
Nadja O. Harrigan, Asst. Attorney General  
(Print Name and Title)

MED No.: \_\_\_\_\_  
Account Code No.

Contract No.: PC025DHS15

Initials: [Signature]