

AMENDMENT NO. 1 TO CONTRACT PC153DOH13 FOR PROFESSIONAL SERVICES

This Amendment No. 1 to Professional Services Contract PC153DOH13 made as of December 31, 2014, by and between the Government of the Virgin Islands, the **DEPARTMENT OF PROPERTY AND PROCUREMENT (DPP)** on behalf of the **DEPARTMENT OF PUBLIC WORKS (DPW)** representing the **DEPARTMENT OF HEALTH (DOH)** (hereinafter together referred to as "**the Government**" or **GVI**), and **JAREDIAN DESIGN GROUP, LLC.** (hereinafter referred to as "**the Contractor**" or **Jaredian**).

WHEREAS, GVI executed on September 4, 2013 Professional Services Contract PC153DOH13 (hereinafter referred to as "**the Contract**"), which will expire on September 4, 2015;

WHEREAS, the Contractor has stated that there is a need to extend the Contract Term for the Scope of Work detailed under this Amendment No. 1. Hence, the Contract term shall be extended One Hundred and Eighty (180) Calendar Days under this Amendment No. 1, which will move the new expiration date to March 2, 2016;

WHEREAS, RFP-014-2014(C) and RFP-015-2014(C) came to a conclusion during November 2014 after the Contractor completing all eight Tasks as promulgated under Addendum 1, Part #4 of the Contract, due to no fault of the Contractor, without securing a Construction Contractor to initiate the renovations for both the Eldra Shulterbrandt Mental Health Facility and the Shulterbrandt Annex on St. Thomas;

WHEREAS, based on the additional services, the parties agree that the compensation of the Contract shall be increased by **EIGHT THOUSAND, NINE HUNDRED AND SEVENTY-EIGHT DOLLARS AND ZERO CENTS (\$8,978.00)** for a total Contract amount not to exceed **ONE HUNDRED SIXTY-FIVE THOUSAND, FOUR HUNDRED AND SEVENTY-EIGHT AND ZERO CENTS (\$165,478.00)**.

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. Section Two of the Contract is hereby amended to increase the Term of the Contract by an additional **ONE HUNDRED AND EIGHTY (180) CALENDAR DAYS** establishing the new Expiration Date of March 2, 2016.
2. Under this Amendment No. 1, the Contractor will provide the additional services described in Addendum 1A - Scope of Services under Part #4, attached hereto and made a part of this Amendment.
3. The Government, in consideration of the satisfactory performance of the Scope of Services as set forth in Addendum 1A - Scope of Services, Part #4 attached hereto, agrees to compensate the Contractor a Total Compensation not to exceed **EIGHT THOUSAND, NINE HUNDRED AND SEVENTY-EIGHT DOLLARS AND ZERO CENTS (\$8,978.00)** in accordance with the provisions and breakdowns set forth within Addendum 2A - Compensation, attached hereto and made a part of this Amendment for professional services under this Amendment.

PC035DOH15 .

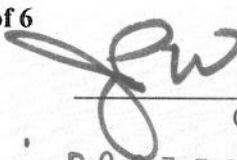


4. Section Three of the Contract is hereby amended to increase the compensation by **EIGHT THOUSAND, NINE HUNDRED AND SEVENTY-EIGHT DOLLARS AND ZERO CENTS (\$8,978.00)** for a total amount not exceed **ONE HUNDRED SIXTY-FIVE THOUSAND, FOUR HUNDRED AND SEVENTY-EIGHT AND ZERO CENTS (\$165,478.00)**.

TERMS AND CONDITIONS

1. This Amendment No. 1 is subject to the approval of the Governor of the Virgin Islands and subject to the availability and appropriations of funds.
2. Except as expressly amended herein, all other terms and conditions set out in the Original Professional Services Contract No. PC153DOH13 shall remain in full force and effect.

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 12/4/14
Contractor's Initials and Date
: PC035DOH15 :

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year below written:

WITNESSES:

[Signature]

[Signature]

[Signature]

WITNESSES:

[Signature]

GOVERNMENT OF THE VIRGIN ISLANDS:

Department of Public Works

[Signature] 12/9/14
Darryl A. Smalls, P.E. DATE
Commissioner of Public Works

Department of Health

[Signature] 12/15/2014
Darice S. Plaskett, RN, MSA, FACHE DATE
Commissioner of Health

Department of Property & Procurement

[Signature] 12/31/14
Lynn A. Millin Maduro DATE
Commissioner of Property and Procurement

CONTRACTOR:

Jaredian Design Group, LLC.
(FEIN: 66-0519708)

[Signature] 12/4/14
John P. Woods, AIA, NCARB DATE
Principal

APPROVED:

[Signature] 12/31/14
The Honorable John P. de Jongh, Jr. DATE
Governor of the U.S. Virgin Islands

Approved to Legal Sufficiency through the

Department of Justice By: [Signature] 12/24/14
DATE

FUNDING: Attached herewith are copies of both required *Grant Cooperative Agreements* #D12AP00349 for the Original Shulterbrandt Facility and #D12AP00350 for the New Shulterbrandt Annex Facility, which are now available through DOI-OIA and secured by the OMB/DOF for these Projects.

[Signature] 12/4/14
Contractor's Initials and Date

PC035DOH15

PROFESSIONAL SERVICES CONTRACT

BY AND BETWEEN
THE GOVERNMENT OF THE VIRGIN ISLANDS,
THE DEPARTMENT OF PROPERTY AND PROCUREMENT
ON BEHALF OF
THE DEPARTMENT OF PUBLIC WORKS REPRESENTING
THE DEPARTMENT OF HEALTH
AND
JAREDIAN DESIGN GROUP, LLC.

THIS AGREEMENT is made as of the 4th day of September, 2013 in the Territory of The Virgin Islands, by and between the Government of the Virgin Islands, the Department of Property & Procurement (DPP) on behalf of the Department of Public Works (DPW) representing the Department of Health (DOH) (hereinafter together referred to as "the Government" or GVI) and Jaredian Design Group, LLC. (Jaredian) (hereinafter referred to as "the Contractor").

This Professional Services Contract constitutes the formal Agreement between the parties who represent and warrant that they are duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH:

WHEREAS, since 1994, the Department of Health has been working directly and indirectly with Jaredian, due to both their qualifications and specific specialization in healthcare facility design work efforts throughout the Territory, in an official and sometimes informal capacity, through their numerous past donated time, as healthcare specialized professional architectural consultants;


WHEREAS, since 1994, Jaredian has been, to a greater extent, professionally working on the original Shulterbrandt Facility as DOH's Project Managers for its construction and thereafter, Jaredian Designed and provided Construction Management as DOH's Architect of Record for the newly opened \$4 Million Dollar, 10,300 Square Foot, 32-Bed Annex Facility located on the same property as the original Shulterbrandt 32-Bed Facility;

WHEREAS, due to the Contractor's direct familiarity over Nineteen (19) years with DOH's overall goals and objectives as was previously established for the Shulterbrandt Facility and its newly opened Annex through their past exceptional performance on these Projects;

WHEREAS, the Contractor represents and warrants that it is willing, knowledgeable, trained, fully qualified, and capable to perform all additional professional and specialized work efforts detailed herein for this specific Project;

WHEREAS, the Contractor represents and warrants that the Final Programming Phase Services, as detailed within the Addendum 1 - Scope of Work under Part 1 attached hereto and made a part of this Contract, will be completed within SIXTY (60) Working Days upon Contractor's receipt of this fully executed Contract and with the understanding that the Government will respond to all Contractor's queries and make all pertinent decisive decisions during this process in a timely manner;

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WHEREAS, upon securing the Government's and the Project Architect's Agreed-to and Signed-off Final Programming and Budget Report based on work efforts completed during Part 1 as detailed within Addendum 1 – Scope of Services, the final Costs for Professional Services will be secured at Eleven Percent (11%) of Construction Costs for Parts 2, 3, 4, and 5 as detailed within Addendum 2 – Compensation attached hereto and made a part of this Contract;

WHEREAS, during all phases of the Contractor's preparation of all documentation required herein, GVI will be directly responsible for the Costs of all justified Professional Surveying work, Geotechnical Engineering work and other site specific Specialized Professional Engineering and Testing work required for analyzing this Project's existing site, soils, sub-soils, partial building sub-surface conditions, to include thorough Testing & Analysis of all existing adjoining, adjacent and nearby structures and their existing surrounding utilities which may be impacted directly or indirectly by this renovation project for the Contractor's documentation of the unavoidable upgrading and strengthening of the existing services and structures as is required for the success of this Project; and

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.** Under this Professional Services (PS) Contract, the Contractor will provide the services described in Addendum 1 - Scope of Services under Part 1 through 5, attached hereto and made a part of this Contract, within Seven Hundred and Thirty (730) Calendar Days, upon Contractor's receipt of this fully executed Contract. And, if additional services are requested of GVI, upon the Contractor's receipt of a fully executed Addendum to this Contract, said additional services, if required, shall be provided within the then negotiated costs and time frames, pursuant to Section Eighteen (18) of the Contract.
2. **TERM.** This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate **SEVEN HUNDRED AND THIRTY (730) CALENDAR DAYS** thereafter.
3. **COMPENSATION.** The Government, in consideration of the satisfactory performance of the Scope of Services as set forth in Addendum 1 - Scope of Service agrees to compensate the Contractor a Total Not to Exceed **ONE HUNDRED FIFTY-SIX THOUSAND, FIVE HUNDRED 00/100 DOLLARS (\$156,500.00)** in accordance with the provisions and breakdowns set forth within Addendum 2 - Compensation, attached hereto and made a part of this Contract and as itemized and described herewith below under Section Three (3), Subsections (a), (b), (c), (d), and (e) of the Contract.
 - (a) The Government, in consideration of the satisfactory performance of the Scope of Services set forth in Addendum 1 - Scope of Services under Part 1, agrees to compensate the Contractor in the amount of **TWELVE THOUSAND AND 00/100 DOLLARS (\$12,000.00)**, for professional Programming Services specifically for the Original Shulterbrandt Facility and **SIX THOUSAND AND 00/100 DOLLARS (\$6,000.00)**, for professional Programming Services specifically for the New Shulterbrandt Annex Facility.

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EW 8/23/13
Contractor's Initials and Date

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- (b) Additionally, the Government, in consideration of the Contractor's satisfactory preparation of required Measured ('As-Built') Drawings for the Original Shulterbrandt Facility as set forth in Addendum 1 - Scope of Services under Part 1 agrees to compensate the Contractor in the amount of SEVENTEEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$17,500.00) for preparation of said Measured Drawings.
- (c) In summarization, the Government, in consideration of the satisfactory performance of the Scope of Services set forth in Addendum 1 - Scope of Services under Part 1, agrees to compensate the Contractor as itemized within the breakdowns detailed above under Section Three (3), Subsections (a) and (b) of the Contract a total of THIRTY-FIVE THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$35,500.00).
- (d) Moreover, the Government, upon conclusion of Part 1; the establishing of GVI's Signature Approved Final Project Budget Report; and in consideration of the Contractor's satisfactory performance of the Scope of Services under Part 1 as set forth in Addendum 1 - Scope of Services, agrees to compensate the Contractor at the rate of ELEVEN PERCENT (11%) OF CONSTRUCTION COSTS for work performed in Parts 2, 3, 4, and 5 in accordance with the provisions and breakdown set forth within Addendum 2 - Compensation attached hereto and made a part of this Contract. However, said Compensation shall not exceed EIGHTY THOUSAND, SEVEN HUNDRED FORTY AND 00/100 DOLLARS (\$80,740.00) for Professional Services specifically for the Original Shulterbrandt Facility and shall not exceed FORTY THOUSAND, TWO HUNDRED, SIXTY AND 00/100 Dollars (\$40,260.00) for Professional Services specifically for the New Shulterbrandt Annex Facility for work performed under Parts 2, 3, 4, and 5 in accordance with the provisions and breakdown set forth within Addendum 2 - Compensation.
- (e) In summarization, the Government, in consideration of the satisfactory performance of the Scope of Services set forth in Addendum 1 - Scope of Services under Parts 2, 3, 4, and 5 agrees to compensate the Contractor as itemized within the breakdowns detailed above under Section Three (3), Subsection (d) of this Contract a total Not To Exceed ONE HUNDRED AND TWENTY-ONE THOUSAND 00/100 DOLLARS (\$121,000.00).
4. **REIMBURSABLE EXPENSES.** The Government will compensate the Contractor for all justifiable reimbursable expenses incurred by the Contractor and/or the Contractor's Consultants through an Amendment pursuant to Section Sixteen (16) of the Contract.
5. **TRAVEL EXPENSES.** Unless otherwise agreed to in writing, signed and executed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and justification pursuant to Section Sixteen (16) of the Contract, the Contractor and/or the Contractor's Consultants, in consideration of the herein specified compensation as set forth under Section 3 of the Contract, agrees herewith not to charge any travel expenses (including communications, subsistence, lodging and/or other transportation expenses such as taxis or other ground transportation while in travel status), to the Government of the Virgin Islands during the Term of and pertaining to this Contract.

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6. **RECORDS.** The Contractor, when or if applicable, will present documented and itemized precise records of time and/or money expended under this Contract.
7. **PROFESSIONAL STANDARDS.** The Contractor agrees to maintain the professional standards applicable to the above-mentioned profession as professionally licensed architects and engineers doing business in the United States Virgin Islands. The Contractor represents and warrants that all current professional code standards of the Territory will be observed and maintained during the work efforts.
8. **TITLE TO DOCUMENTS PRINTOUTS, INFORMATION, DATA, ETC.** It is understood that all documents, books, records, instructional materials, programs, printouts, shop drawings, blue prints, research, findings, data, other materials, manuscripts, products developed under this Contract, and memoranda of every description derived therefrom, are considered the Contractor and the Contractor's consultants' Instruments of Services, including the Drawings and Specifications, and the Contractor and the Contractor's Consultants, as authors, retains all copyrights (as per existing U.S. Copyright Laws) for said documentation. Nevertheless, upon execution of this Contract, the Contractor grants to the Government a nonexclusive license to use the Contractor's Instruments of Services solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Government performs its obligations as detailed within this Contract.

However, if the Government wishes to again use the Contractor's Instruments of Services, partially or in whole, for another location or other project, the Government shall open new negotiations with the Contractor to establish a cost for the additional Contractual Services for reuse of the Contractor's Copyrighted documentation contemplated herein under this Contract. And, in the event that the Government uses the Contractor's Instruments of Services, partially or in whole, without written consent of the Contractor as Architect of Record for another location or other project, to the extent allowable by law the Government releases and further agrees to indemnify and hold harmless the Contractor and the Contractor's consultants from all claims of action, costs and expenses, including the cost of defense, arising from the Government's unauthorized use of said Contractor's Copyrighted documentation. Likewise, the Contractor shall not utilize said Instruments of Services in whole for any person or entity except upon written permission of the Government.

9. **FUNDING RESTRICTIONS/CANCELLATION.** Both parties acknowledge and agree that should the Government funding be limited or restricted, it may affect funding for the Contractor. It is agreed that in the event funding is reduced or restricted, the Government shall immediately notify the Contractor. In this event, the Government will only be obligated to reimburse the Contractor for costs already incurred and obligated for payment up to the date of termination by the Government. In the event that funds are reduced or restricted, the Government and the Contractor shall negotiate a new scope of services should the Contractor desire to perform the services required by the reduced level of effort.
10. **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

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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 of whatsoever nature, including but not limited to unemployment insurance and social security taxes for the Contractor, its servants, agents or independent contractors.

11. **ASSIGNMENT.** The Contractor shall not subcontract or assign any part of the services under this Contract without the prior consent of the Government.
12. **INDEMNIFICATION.** The Contractor agrees to investigate, defend and hold harmless the 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 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.
13. **RELATIONSHIP OF THE PARTIES.** Except as otherwise expressly set forth herein, no agency, partnership, joint venture, or employment relationship shall be created or inferred by the existence or performance of this Contract, and neither Party shall have any authority to bind the other in any respect whatsoever. 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.
14. **NO THIRD-PARTY BENEFICIARIES.** Except as expressly set forth herein, nothing in this Contract is intended or will be construed to confer upon or to give to any third party any rights or remedies by virtue hereof.
15. **SEVERABILITY.** If any provision of this Contract or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Contract shall be valid and enforceable to the extent permitted by law. If any provision of this Contract is held to be invalid or unenforceable for any reason, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.
16. **WAIVERS, MODIFICATIONS 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.
17. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties hereto and all prior understandings or communications, written or oral, with respect to the Project which are the subject matter of this Contract, are merged herein.

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18. **ADDITIONAL SERVICES.** Any other Architectural / Engineering (A/E) Services not contemplated or included herein or not, as per Virgin Islands industry standards, customarily furnished in accordance with generally accepted Basic A/E Services, shall be considered Additional Services and shall be negotiated and processed through DPP as an Amendment to this Contract.
19. **EXPENSES.** Except as may otherwise be agreed in writing, Government and Contractor will bear and pay its own expenses in connection with all matters contemplated by this Contract.
20. **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 the 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 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. No such withholding or application shall be made by the Government if and while 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.
21. **CONDITION PRECEDENT.** This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.
22. **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. 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.
23. **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. The 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 partial termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of partial termination.
24. **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, handicap or national origin.
25. **CONFLICT OF INTEREST.**
- (a) Contractor covenant that (he/she) 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/she) is:
 - (1) not a territorial officer or employee (i.e., the Governor, the Lieutenant Governor, a member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the

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- Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
- (2) not a territorial officer or employee 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 interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this contract, in (his/her) official capacity; and
 - (iii) has no financial interest in the contract as that term is defined in section 1101 (1) of said Code Chapter.

26. **EFFECTIVE DATE.** The effective date of this Contract is upon the signature of the Governor.
27. **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:

The Honorable Lynn A. Millin Maduro, Esq.
Commissioner
Department of Property and Procurement
Building #1, Sub Base, 3rd Floor
St. Thomas, U.S. Virgin Islands 00802;

The Honorable Darryl A. Smalls, P.E.
Commissioner
Department of Public Works
No. 8244 Sub Base
St. Thomas, Virgin Islands 00802; and

The Honorable Darice Plaskett, RN, MSA, FACHE
Commissioner
Department of Health
1303 Hospital Ground, Suite 10
St. Thomas, U.S. Virgin Islands 00802-6722

CONTRACTOR:

Mr. John P. Woods, AIA, NCARB
Principal
Jaredian Design Group, LLC.
P.O. Box 6218
St. Thomas, US Virgin Islands 00804-6218

28. **LICENSURE.** 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 are necessary in the Territory to provide architectural / engineering services; and (b)

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familiarized himself/herself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

29. **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.
30. **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.
31. **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 and/or subcontractor(s) agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor and/or subcontractor(s) shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.
32. **GOVERNING LAW; DISPUTE RESOLUTION.** This Contract shall be interpreted according to the laws of the United States Virgin Islands, applicable to agreements made and to be performed therein, but without regard to any principles of conflicts of law. The Parties hereby submit to the exclusive jurisdiction and venue of the state and federal courts in St. Thomas, U.S. Virgin Islands, for the resolution of any and all disputes arising under or in connection with this or any related agreement between the Parties. Any claim or controversy arising among or between the Parties hereto pertaining to this Contract and any claim or controversy arising out of or respecting any matter contained in this Contract or any difference as to the interpretation of any of the provisions of this Contract shall be first settled by mediation conducted in the U. S. Virgin Islands by a mediator associated with the American Mediation Institute and the choice of mediators shall be agreed to in writing by both Parties. In legal proceedings instituted to enforce this Contract, the prevailing Party (as determined by the Trier of Fact) shall be entitled to the award of its reasonable attorney's fees and court costs, plus costs incurred by it in executing and/or collecting any judgment, at all trial and appellate levels.
33. **OTHER PROVISIONS.** Addendums 1, 2, and 3 attached hereto are a part of this Contract and are incorporated herein by reference.

**Contract For Professional Services
Between GVI and Jaredian Design Group, LLC.**

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

WITNESSES:

[Signature]

[Signature]

Lisa Hill

GOVERNMENT OF THE VIRGIN ISLANDS:

[Signature]

Honorable Darryl A. Smalls, P.E.
Commissioner
Department of Public Works

8/27/13
Date

[Signature]

Honorable Darcy Plaskett, RN, MSA, FACHE
Commissioner
Department of Health

08/28/2013
Date

[Signature]

Honorable Lynn A. Millin Maduro, Esq.
Commissioner
Department of Property and Procurement

8/30/13
Date

CONTRACTOR:

JAREDIAN DESIGN GROUP, LLC.
(FEIN: 66-0519708)

L.V. Smith

[Signature]

John P. Woods, Jr., AIA, NCARB
President

8/23/13
Date

APPROVED:

[Signature]

THE HONORABLE JOHN P. de JONGH, JR.
GOVERNOR OF THE VIRGIN ISLANDS

Date: 9/4/13

APPROVED AS TO LEGAL SUFFICIENCY THROUGH THE

DEPARTMENT OF JUSTICE BY: [Signature]

Date: 8/30/13

FUNDING: Attached herewith are copies of both required *Grant Cooperative Agreements* #D12AP00349 for the Original Shulterbrandt Facility and #D12AP00350 for the New Shulterbrandt Annex Facility, which are now available through DOI-OIA and secured by the OMB/DOF for these Projects.