

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 19<sup>th</sup> day of November, 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 PLANNING AND NATURAL RESOURCES (hereinafter referred to as "Government") and GEOGRAPHIC CONSULTING, LLC (hereinafter referred to as "Contractor")

### WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to conduct a five-year 309 Assessment and Strategy Enhancement Program for the U.S. Virgin Islands, which duties and responsibilities are more particularly described in Addendum I (Scope of Work) 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 in Addendum I (Scope of Work) attached hereto and made a part of this contract.

#### 2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate **425 days** 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 the sum of **FIFTY TWO THOUSAND EIGHT HUNDRED NINETY AND 00/100 DOLLARS (\$52,890.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

#### 4. TRAVEL EXPENSES

Inclusive to the compensation for services 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, 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 to by an addendum to this Contract, however, said costs and expenses shall not exceed **TWO THOUSAND SIX HUNDRED FORTY AND 00/100 DOLLARS (\$ 2,640.00)**.

Contract No. P013PNRT16

(RFP-015-2015(P))

Contractor Initials: BD MB

## 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 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. Pursuant to the proposal submitted and accepted, it is understood and agreed that Contractor, at its own expense and risk, may subcontract part of the services under this Agreement, as needed, to the Horsley Witten Group, Inc. ("Subcontractor"), provided, however, that such employment will be via a written subcontract which will incorporate by reference all of the terms and requirements of this Agreement except those relating to Compensation and Expenses. Contractor shall monitor all Subcontractor work product and confirm that all work product meets the requirements of this Agreement. This consent shall in no way relieve the Contractor of any obligations or responsibilities it may otherwise have under this Agreement or under law, shall neither create any obligation of the Government to, nor privity of contract with, the Subcontractor, and shall be without prejudice to any right or claim of the Government under the this Agreement.

## 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 or Subcontractor 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 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, 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 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 (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 subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability, or national origin.

## 20. CONFLICT OF INTEREST

(a) Contractor covenants that it has no interest and will not acquire any interest directly or indirectly, 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 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 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 its 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 shall be the day of execution of the Contract by the Governor.

## 22. NOTICE

Contract No. PO13PNRT16

(RFP-015-2015(P))

Contractor Initials: BD MB



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**

Randolph N. Bennett  
Commissioner  
Department of Property and Procurement  
Sub Base, Building No. 1, Third Floor  
St. Thomas, Virgin Islands 00802

Dawn L. Henry, Esq.  
Commissioner Designee  
Department of Planning and Natural Resources  
8100 Lindberg Bay, Suite #61  
Cyril E. King Airport – 2<sup>nd</sup> Floor  
St. Thomas, Virgin Islands 00802

**CONTRACTOR**

Brian Daley, President  
Geographic Consulting, LLC  
625 Strand Street, No. 1  
Frederiksted, Virgin Islands 00840  
P.O. Box 6530  
Christiansted, Virgin Islands 00823

**23. LICENSURE**

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, 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. 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.

**25. NOTICE OF FEDERAL FUNDING**

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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 offence.

**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 claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

**27. OTHER PROVISIONS**

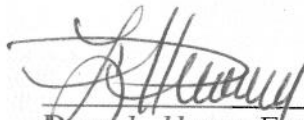
Addendum IV, attached hereto containing Paragraphs 28 through 30, as well as Addendum I-III are part of this Contract and are incorporated herein by this reference.

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

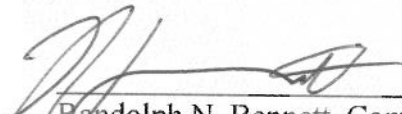
**WITNESSES:**

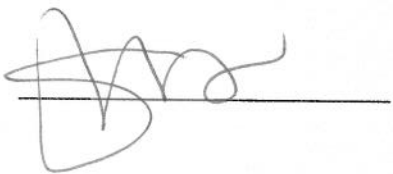
  
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**GOVERNMENT OF THE VIRGIN ISLANDS**

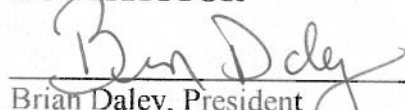
  
\_\_\_\_\_ 9/15/15  
Dawn L. Henry, Esq., Commissioner Designee Date  
Department of Planning and Natural Resources

  
\_\_\_\_\_


  
\_\_\_\_\_ 10/16/15  
Randolph N. Bennett, Commissioner Designee Date  
Department of Property and Procurement

  
\_\_\_\_\_

**CONTRACTOR**

  
\_\_\_\_\_ 8-13-15  
Brian Daley, President Date  
Geographic Consulting, LLC  
(Corporate seal, if Contractor is a corporation)

**APPROVED:**

  
\_\_\_\_\_ 11-19-15  
**Kenneth E. Mapp**  
GOVERNOR OF THE VIRGIN ISLANDS

**APPROVED AS TO LEGAL SUFFICIENCY**

  
Fayette Kinell, AAG 9/30/15

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