

**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made this 16<sup>th</sup> day of October, 2017, in the Territory of the Virgin Islands of the United States, by and between the Government of the Virgin Islands, acting through the Department of Property and Procurement (hereinafter referred to as "Government") and AECOM Caribe, LLP f/k/a URS Caribe, LLP with an office at 1600 Perimeter Park Drive, Suite 400, Morrisville North Carolina 27560 (hereinafter referred to as "Contractor" or "AECOM"). The Government of the Virgin Islands and AECOM are also referred to as "Party" individually or "Parties" cumulatively.

**WITNESSETH:**

**WHEREAS**, the Territory of the Virgin Islands of the United States sustained severe damage to its infrastructure from the passage of Hurricane Irma, a category 5 Hurricane on September 6, 2017, and Hurricane Maria, a category 5 Hurricane on September 20, 2017; and

**WHEREAS**, the Government is in need of the services of a Contractor to provide disaster recovery services associated with the following, but not limited to disaster recovery tasks which may include recovery planning, general planning, architectural and engineering services, construction administration, and construction of housing and public buildings including schools, hospitals, police and fire stations, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Contractor was selected in accordance with the provisions of 31 V.I.C. § 239(a)(1) and (4); 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 Services) attached hereto and made a part of this contract Both parties agree that associated tasks will be documented and agreed to in separate task order assignments and cost estimates. Nothing in this Contract prohibits Contractor from rejecting a task order.

**2. TERM**

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate 365 days thereafter. The Government reserves the right to renew this Contract on the same terms and conditions for an additional year at the sole discretion of the Government. Any such renewal or extension shall be contingent upon satisfactory performance

evaluations of the Contractor by the Government and shall be subject to the availability of funds. Government shall give written notice to the Contractor of such intent to extend or renew not less than thirty (30) days prior to the expiration of the contract.

### **3. COMPENSATION**

Contractor shall be paid for the performance of the Services in accordance with Addendum II (Compensation and Payment) attached hereto and made a part hereof.

### **4. TRAVEL EXPENSES**

Except for travel associated with approved task orders and which are preapproved by the Government, the Government shall not be obligated to reimburse any other travel costs or expenses incurred by the Contractor under this Contract.

### **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.

Government shall furnish to Contractor all information and technical data in Government's possession or control reasonably required for the proper performance of the Services. Contractor shall be entitled to reasonably rely without independent verification upon the information and data provided by Government or obtained from generally accepted sources within the industry, except to the extent such verification by Contractor is expressly required as a defined part of the Services.

Government shall arrange for access and make all provisions necessary for Contractor to enter upon public property as required for Contractor to properly perform the Services.

### **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,

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 all local and federal taxes of Contractor, including but not limited to unemployment insurance, income taxes, gross receipt taxes and social security taxes for Contractor, its servants, agents or independent contractors.

## 9. ASSIGNMENT

Both Parties recognize that the Contractor has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities and that Contractor may make use of such affiliates more suitable for the performance of all or part of the Services. The Contractor shall not subcontract or assign any part of the Services under this Contract without the prior written consent of the Government. The Government will not be unreasonable in giving its consent. The Contractor shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

## 10. INDEMNIFICATION

Contractor agrees to indemnify, 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 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 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 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

The Government shall have the right to terminate this Contract for cause or for convenience on ten (10) days written notice to the Contractor 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 ten (10) 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 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 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

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

Lloyd T. Bough, Jr.  
Commissioner  
Department of Property and Procurement  
Sub Base, Building No. 1, Third Floor  
St. Thomas, VI 00802

### CONTRACTOR

Timothy H. Keener  
Authorized Signatory  
AECOM Caribe, LLP  
1600 Perimeter Park Drive, Suite 400  
Morrisville, North Carolina 27560

## 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. OTHER PROVISIONS

Addenda I, II, and III attached hereto are a part of this Contract and are incorporated herein by reference.

## 25. 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.

## 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. 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 offence.

**28. INSURANCE**

Contractor shall maintain the following insurance coverages and amounts:

- (1) Workers Compensation as required by law;
- (2) Employer’s Liability insurance with coverage of \$1,000,000 each accident/ employee;
- (3) Commercial General Liability Insurance with coverage of \$2,000,000 per occurrence. The Government of the Virgin Islands must be endorsed as an Additional Insured;
- (4) Automobile liability insurance with coverage of \$1,000,000 combined single limit; and
- (5) Professional liability insurance with coverage of \$2,000,000 per client

**29. OTHER CONTRACTS**

The Government reserves the right to issue similar contracts to other contractors for the work outlined in this Contract. The Government also reserves the right to issue contracts for work deemed necessary as a result of the assessments conducted under this Contract to other contractors.



**30. FORCE MAJEURE**


Neither Party shall be responsible for a delay in its respective performance under this Contract, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. Contractor shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

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

**WITNESSES:**

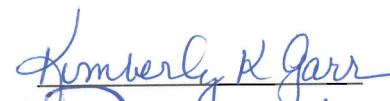

**GOVERNMENT OF THE VIRGIN ISLANDS**


  



  
 Lloyd T. Bough, Jr., Commissioner  
 Department of Property and Procurement


  
 Date


**CONTRACTOR**

  
 Timothy H. Keener,  
 Authorized Signatory  
 AECOM Caribe, LLP

  
 Date

Contract No. 

  
 Contractor’s Initials

APPROVED:

*K. Mapp*

The Honorable Kenneth E. Mapp  
Governor of the Virgin Islands of the United States

Date: 10-16-17

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE

BY:

*Joseph Ponte*

Date: 10/13/2017

\_\_\_\_\_  
PURCHASE ORDER NO.

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. \_\_\_\_\_ entered into between the Government of the Virgin Islands, acting through the Department of Property and Procurement and AECOM Caribe, LLP.

\_\_\_\_\_  
**Lloyd T. Bough, Jr., Commissioner**  
Department of Property and Procurement

Contract No.

*PO01BVI AECOMC17*

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Contractor's Initials