

# PROFESSIONAL SERVICES CONTRACT

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

This Agreement entered into on this 16 day of May, 2018 between the Government of the Virgin Islands, through the DEPARTMENT OF PROPERTY & PROCUREMENT, on behalf of the DEPARTMENT OF PUBLIC WORKS, ("Government") whose address is 8244 Sub Base, St. Thomas, VI 00802 and JAREDIAN DESIGN GROUP, LLC, ("Contractor") whose address is 5333 Raadets Gade, Suite 14, St. Thomas, VI 00802.

WITNESSETH:

**WHEREAS**, the Department of Public Works (DPW), is in the need of a contractor to provide certain construction phase services related to the Mainstreet Enhancement Project in the Historic District of the town of Charlotte Amalie on St. Thomas, U. S. Virgin Islands, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto and made a part hereof.

**WHEREAS**, the Government originally contracted with the Jaredian Design Group to provide design services under Contract Nos. PC-PWD-059-2009 and PC070DPW11 and certain design and construction phase services under Contract No. PC004DPW15; and

**WHEREAS**, all design services have been completed, but construction phase services were not completed due to delays in the execution of the construction contract on the Mainstreet Enhancement Project which were beyond the control of Contractor and

**WHEREAS**, because the Contractor is the Architect of Record, the Government is desirable of utilizing Contractor to provide the necessary construction phase services related to the Mainstreet Enhancement Project and selected the Contractor in accordance with 31 V.I.C. §239(a)(8);; and

**WHEREAS**, represents it is willing and capable of providing such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereby mutually agree and covenant as follows:

1. **SERVICES.** The Consultant will provide services provided in Addendum 1, Scope of Services (appended hereto and incorporated herein).
2. **TERM.** Upon the execution of this Contract by the Governor of the United States Virgin Islands, this Contract shall commence on October 30, 2016 and shall terminate on October 29, 2018.

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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 **THREE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$310,000.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.
4. **TRAVEL AND COMMUNICATION 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, 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 N/A (\$0).
5. **RECORDS.** The Contractor, when applicable, will present documented, itemized precise records of time and/or money expended under this Contract.
6. **PROFESSIONAL STANDARDS.** The Contractor agrees to maintain the professional standards applicable to the above-mentioned 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 here-from 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 material shall not be used by the Government, Contractor or any other person or entity except through a written agreement between the Government and the Contractor.
8. **LIABILITY OF OTHERS.** Nothing in this Contract shall be construed to impose any liability upon Government to persons, firms, associations, or corporations engaged by Contractors 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 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.
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 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.

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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; AMENDMENTS AND MODIFICATIONS.** 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 of the parties relating to the subject matter addressed in this Contract. This Contract supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Contract, 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 there-from, and at its option, Government may apply such sums in such manner 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 on a year to year basis 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. 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 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, handicap or national origin.

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20. **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, 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 (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; and
    - (ii) not made, negotiated or influenced this contract, in (his/her) official capacity; and
    - (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.

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**

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

Nelson M. Petty, Jr., PE  
Commissioner Nominee  
Department of Public Works  
8244 Sub Base  
St. Thomas, VI 00802-5805

**CONTRACTOR**

John P. Woods, AIA, NCARB  
Principal  
Jaredian Design Group  
5333 Raadets Gade  
Suite 14  
P.O. Box 6218  
St. Thomas, VI 00802

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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.

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

WITNESSES:

Government  
Department. of Property & Procurement

Leah L. Drost  
Carla H. Smith

BY: Lloyd T. Bough, Jr. Date: 5/9/18  
Commissioner

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Kinzel  
Stephenson

Department of Public Works

By: [Signature] Date: 3/27/18  
Nelson M. Petty, Jr., PE  
Commissioner Nominee

[Signature]  
[Signature]

Contractor

By: [Signature] Date: Mar. 23, 2018  
John P. Woods, AIA, NCARB  
Principal

Dept. of Justice By: [Signature]  
Assistant Attorney General

Date: 5/11/18

APPROVED:

[Signature]  
Kenneth E. Mapp  
Governor of the Virgin Islands

Date: 05-16-18

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

CERTIFICATE OF APPROVAL

*I hereby certify that this is a true and exact copy of Contract No. \_\_\_\_\_ entered into between the Department of Property & Procurement and Jaredian Design Group*

\_\_\_\_\_  
Lloyd T. Bough, Jr. Commissioner  
Dept. of Property & Procurement

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Contractor's Initials [Signature]