

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 19th day of June, 2018, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Department of Planning and Natural Resources ("Government") 45 Mars Hill St. Croix, VI 00840, and Ocean Systems Laboratory, Inc. ("Contractor") 4049 La Grande Princesse, Suite #2, St. Croix VI 00820 (Collectively the "Parties").

WITNESSETH:

WHEREAS, the Department of Planning and Natural Resources ("DPNR"), through its VI Beach Water Quality Monitoring Program, is responsible for the weekly monitoring of various beaches throughout the territory;

WHEREAS, the VIBWQM program entails the monitoring of water biological and physical parameters at up to forty-three (43) designated beaches around St. Croix, St. Thomas, and St. John, USVI;

WHEREAS, the primary goal of the VI Beach Water Quality Monitoring Program is to document a set of environmental indicators to estimate the condition of designated beaches in the USVI in relation to human health concerns, ecological condition, and designated uses and provide public notification of weekly beach water quality to minimize human health impacts by pathogens, as well as a basis for the establishment of management policies that promote the protection, restoration, and wise use of surface-water resources;

WHEREAS, the Government is in need of the services of a contractor to provide analytical laboratory services to support the VI Beach Water Quality Monitoring Program's water quality assessment initiatives in the USVI, which duties and responsibilities are more particularly described in Addendum I (Scope of Work) and Addendum II (Compensation) attached hereto and made a part of this Contract; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services in an expeditious manner and in accordance with the specifications cited in Addendum I and Addendum II.

Contractor Initials: [Signature]

Government Initials: [Signature]

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[Signature]

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 on October 1, 2017 and shall terminate on September 30, 2018, upon the execution of the Contract by the Governor of the Virgin Islands. The Government shall have the option to renew the Contract for two (2) additional one-year periods, subject to the appropriation and availability of funds. The Government shall serve written notice of its decision to exercise the renewal option.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor a sum not to exceed One Hundred and Thirteen Thousand, Nine Hundred and Five Dollars (\$113,905.00) in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this Contract. In the event the Government requests analytical services in excess of the Contract amount, the Government may amend this Contract to increase the Contract Sum to pay for such requested services. It shall not be a default under this Contract for Contractor to refuse to accept samples for analysis in the event the Government has failed to pay any invoice for Analysis under the Contract. In the event the Government requests analytical services in excess of the Contract amount, the Government may amend this Contract to increase the Contract Sum to pay for such requested services.

In the event the Government, pursuant to Paragraph 2 (Term) of this Contract, exercises its option to renew the contract for a subsequent one-year term, the total payment to contractor for said one-year term shall not exceed \$113,905.00 unless amended by the Government to increase the Contract Sum to pay for any analytical services in excess of the Contract amount. All other provisions of Addendum II (Compensation) shall remain the same and in effect for that option period.

Contractor Initials:

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4. TRAVEL EXPENSES

The Government shall pay no travel expenses.

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. By the terms of this Contract, the Government agrees that Contractor may publish DPNR advisories on its designated beaches on its website.

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.

Contractor Initials:

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10. INDEMNIFICATION

The 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. Notwithstanding the foregoing, in no event shall Contractor's liability exceed the amount of the compensation received by Contractor pursuant to this Contract.

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. Notwithstanding the foregoing, nothing herein shall

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reduce or otherwise affect sums currently owed by the Government to Contractor pursuant to prior year contracts for analytical services for the Beach Water Quality Monitoring Program.

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 of the Virgin Islands.


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.

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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 of the Virgin Islands.

Contractor Initials:

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[Handwritten signature]

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, Virgin Islands 00802

Dawn L. Henry, Esq.
Commissioner
Department of Planning & Natural Resources
No. 45 Mars Hill
Frederiksted, Virgin Islands 00840

CONTRACTOR

Leigh Fletcher, Esq.
President
4049 LaGrande Princesse, Suite #2
St. Croix, VI 00820

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

Addendum I and Addendum II attached hereto is a part of this Contract and is 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 Initials: [Signature]

Government Initials: [Signature]

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[Signature]

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.

Contractor Initials:

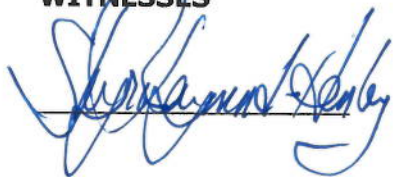
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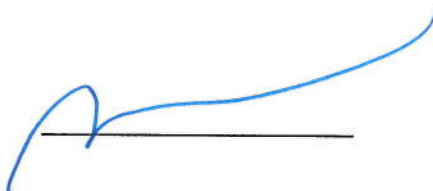
J. J.

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

WITNESSES





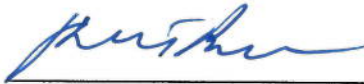


GOVERNMENT OF THE VIRGIN ISLANDS



Dawn L. Henry, Esq.
Commissioner
Dept. of Planning and Natural Resources

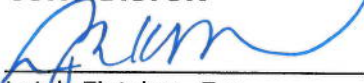
3/19/18
Date



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

6/7/18
Date

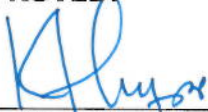
CONTRACTOR



Leigh Fletcher, Esq.
President
Ocean Systems Laboratory, Inc.

2/20/18
Date

APPROVED:

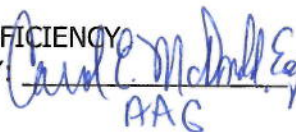


Kenneth E. Mapp
Governor of the Virgin Islands

Date: 06-19-18

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:


AAG

Date 6/11/18

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 and Procurement and Ocean Systems Laboratory, Inc.

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

Contractor Initials: _____

Government Initials: J.L.

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