

**OPERATIONS AND MAINTENANCE SERVICES
CONTRACT BETWEEN
THE GOVERNMENT OF THE U.S VIRGIN ISLANDS
AND ARROWHEAD CONTRACTING, INC.
FOR REMEDIAL ACTIVITIES RELATED AT THE
TUTU WELLFIELD SUPERFUND SITE
IN ST. THOMAS, U.S. VIRGIN ISLANDS**

THIS OPERATIONS AND MAINTENANCE SERVICES CONTRACT FOR PROFESSIONAL SERVICES (the "Contract") is entered 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 "USVI") and ARROWHEAD CONTRACTING, INC., d/b/a ARROWHEAD ENVIRONMENTAL SERVICES, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, in the matter of United States of America v. Government of the Virgin Islands, Civil Action No. 09-122, the United States of America ("United States"), pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), on behalf of the Administrator of The United States Environmental Protection Agency ("EPA") filed a complaint (hereinafter the "Complaint" or the "Action") against the USVI, seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Tutu Wellfield Superfund Site in St. Thomas, U.S. Virgin Islands (the "Site"); and

WHEREAS, on September 29, 1995, the EPA listed the Site on the NPL and on August 5, 1996 issued a Record of Decision that addressed both contaminated soil and ground water at the Site; and

WHEREAS, in 2002, the USVI and the EPA entered into a Superfund State Contract Between the USVI and the U.S. Environmental Protection Agency for Remedial Activities related to the Tutu Wellfield Superfund Site in St. Thomas, U.S. Virgin Islands (the "2002 SSC"), with an Attached Statement of Work ("2002 SOW"); and

WHEREAS, the United States has been operating the treatment system at the site upon the system becoming operational and functional on April 17, 2004 and

WHEREAS, in April 2009, the EPA conducted the first five-year review of the Site, which disclosed that the remedial measures implemented pursuant to the Record of Decision were Effective and were protecting the public health and the environment; and

WHEREAS, pursuant to the provisions of the 2002 SSC, on April 16, 2014, the USVI is Obligated to commence Operation and Maintenance of the remedial measures identified in Section K of the 2002 SSC, the 2002 SOW and other measures referred to in the Consent Decree, as hereinafter defined; and

WHEREAS, in performing response action at the site, the EPA incurred response costs and may incur additional response costs in the future; and

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WHEREAS, in the Complaint the United States alleges that the USVI may be liable for response costs incurred by the EPA at the Site; and

WHEREAS, in its answer to the Complaint, the USVI denied the allegations and claims for relief and pled a number of affirmative defenses; and

WHEREAS, in order to avoid potentially prolonged and complicated litigation relating to the allegations in the Complaint, the USVI and the EPA have entered into a Consent Decree, attached as Addendum III of the Contract, approved by the District Court of The Virgin Islands and in which the Court finds the parties negotiated in good faith (said Consent Decree hereinafter referred to as the "Consent Decree")(the District Court of the Virgin Islands hereinafter referred to as the "District Court"); and

WHEREAS, in entering into the Consent Decree, the USVI does not admit any liability to the United States or the EPA arising out of the transactions or occurrences alleged in the Complaint, nor does it acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent and substantial endangerment to the public health or welfare or the environment; and

WHEREAS, pursuant to the terms and conditions of the Consent Decree, the USVI and the EPA have agreed among requirements, that the EPA shall transfer the operations and maintenance of the remedial action at the Site, currently funded and performed by the EPA, to the USVI and that upon said transfer, USVI shall assume the obligations and responsibilities of the remedial action at the Site; and

WHEREAS, the USVI has been responsible for the operation and maintenance of the Site from April 16, 2013; and

WHEREAS, USVI procured Contractor's services in conducting, on behalf of the USVI, the continued Operation and Maintenance of the remedial action at the Site, and Contractor has satisfactorily performed the remedial duties; and

WHEREAS, the USVI desires to continue using the Contractor to perform required operation and maintenance tasks at the Site; and

WHEREAS, Contractor has represented that it is willing and able to provide such services at the Site,

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. AUTHORITY

(a) The USVI represents and warrants that:

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(i) Existence and powers. The USVI is an unincorporated territory of the United States, duly created and validly existing under the Virgin Islands Revised Organic Act of 1954, as amended (48 U.S.C. § 1541 *et seq.*) and has full legal right, power and authority to enter into and to perform its obligations under this Contract.

(ii) Due Authorization and Binding Obligation. This Contract has been duly authorized, executed and delivered by all necessary action of the USVI and constitutes a legal, valid and binding obligation of the USVI, enforceable against the USVI in accordance with its terms.

(b) Contractor represents and warrants that:

(i) Existence and Powers. Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Kansas, with full legal right, power and authority to enter into and perform its obligations under this Contract.

(ii) Due Authorization and Binding Obligation. This Contract has been duly authorized, executed and delivered by all necessary corporate action of the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.

(iii) No Conflict. To the best of its knowledge, neither the execution nor delivery by the Contractor of this Contract nor the performance by the Contractor of its obligations in connection with the transactions contemplated hereby or the fulfillment by the Contractor of the terms or conditions hereof: (1) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the Contractor; or (2) conflicts with, violates or results in a breach of any order, judgment or decree, or any contract, agreement or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

(iv) No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery of this Contract by Contractor or the performance of its payment or other obligations hereunder except such as have been duly obtained or made.

(v) No Litigation. Except as disclosed in writing to USVI, to the best of its knowledge, there is no Legal Proceeding, at law or in equity, before or by any court or Governmental Body pending or, to the best of Contractor's Knowledge, overtly threatened or publicly announced against the Contractor, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Contract by Contractor or the validity, legality or enforceability of this Contract against Contractor, or any other agreement or instrument entered into by Contractor connection with the transactions contemplated hereby, or on the ability of Contractor to perform its obligations hereunder, or under any such other agreement or instrument.

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(vi) Governmental Approvals. Contractor has obtained the Governmental Approvals which are required for the performance of the Services under this Contract.

(vii) Applicable Law Compliance. Except as disclosed in writing to USVI, to the best of its knowledge, Contractor is not in material violation of any law, order, rule or regulation applicable to any water or wastewater treatment system providing service to the general public designed, constructed, operated, maintained or managed by Contractor.

(c) As used in this Contract, term "Governmental Approvals" means all orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, registrations, rulings, entitlements and approvals of whatever kind and however described that are required under Applicable Law to be obtained or maintained by any person with respect to the Services under this Contract, including the Consent Decree.

(d) As used in this Contract, the term "Governmental Body" means any federal, state, or local legislative, executive, judicial or other governmental board agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

(e) As used in this Contract, the term "Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Service Contract, and all appeals therefrom.

2. SERVICES

As more particularly described in the Addendum I (Statement of Work) of this Contract, the Contractor shall operate and maintain the remedial measures at the site (said services hereinafter referred to as the "Scope of Work," "Services," or "SOW").

3. TERM

This Agreement shall commence upon the execution of this Agreement by the Governor of the Virgin Islands and shall cover the period from August 16, 2017 through February 15, 2019.

4. 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 Three Hundred Sixty Thousand Four Hundred Sixty Eight Dollars and Thirty One Cents (**\$360,468.31**), in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this Agreement.

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5. PROJECT MANAGERS

(a) Contractor has designated Doug Ronk to serve as Contractor's Project Manager ("CPM") under the Contract.

(b) The USVI has designated the Commissioner of the U.S. Virgin Islands Department of Planning and Natural Resources ("DPNR") and the Director of Environmental Protection at DPNR to jointly serve as the USVI Project Manager ("UPM") under this Contract.

6. GENERAL PROVISIONS

(a) Any capitalized term in this Contract that is not defined in this Contract shall have meaning and definition assigned to said term in the Consent Decree.

(b) USVI shall employ Contractor to do the work described in the Statement of Work (SOW). Contractor shall furnish the necessary personnel, materials, services, and facilities to perform the Services.

(c) Contractor shall seek USVI's input on any key decision point relating to the performance of the Statement of Work.

(d) Contractor and its CPM may not alter any part of the Statement of Work without the prior written approval of the USVI.

(e) Contractor and its CPM may not modify the schedules and activities set out in the Statement of Work without the prior written approval of the USVI.

(f) Prior to commencement of Services and not later than thirty (30) days after the Effective Date, as hereinafter defined, of this Contract, Contractor shall prepare a written site safety plan (the "Site Safety Plan") with respect to the work to be performed at the Site. The Site Safety Plan shall be subject to the review and approval of the USVI. Upon said approval the Site Safety Plan shall remain in effect during the term of this Contract.

7. SITE

(a) Contractor shall perform the remedial Services at the Site in a careful, safe and proper manner. In performing the Services under the Contract, Contractor shall not generate or dispose of any Hazardous Substance (as hereinafter defined) on the Site. In the event of such production or disposal of any Hazardous by Contractor, Contractor shall, at its own cost, immediately remove the Hazardous Substance from the Site.

(b) As used herein, "Hazardous Substances(s)" shall mean any substance which at any time shall be listed as "hazardous" or "toxic" under the Comprehensive Environmental Response,

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Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 9601 et seq., as amended, or in the regulations implementing such statutes, or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under any other applicable laws (as hereinafter defined). The term "hazardous substances(s)" shall also include, without limitation, raw materials, building components, the products of any manufacturing or other activities on the premises, wastes, petroleum products, or special nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. Section 3011, et seq.; as amended.

(c) Contractor shall comply with all applicable Virgin Islands and Federal Laws, ordinances, governmental orders and regulations and other public requirements now and hereafter affecting the remedial Services to be performed by Contractor under this Contract.

(d) Contractor acknowledges that it has visited and is familiar with the site, including its surface physical condition, Geotechnical Conditions (as hereinafter defined), and Environmental Conditions (as hereinafter defined). Contractor further acknowledges that it is familiar with all local and other conditions which may be material to the Services to be performed under this Contract. Contractor acknowledges that prior to commencing work under this Contract it has an affirmative duty to obtain, from persons and professionals licensed to provide such information, evaluate information relating to the condition of the Site, including Geotechnical Reports, as hereinafter defined, and Environmental Reports, as hereinafter defined. To the extent USVI may have provided Contractor with any information in connection with Contractor's inspection and review of the site, USVI does not warrant any information provided to Contractor and is not liable to Lessee with respect to such information. To the extent USVI has provided Contractor with any information in connection with the above-mentioned inspections and review of the Site, Contractor assumes all risks with respect to such information and is responsible for independently verifying and investigating such information.

(e) Geotechnical Report: Certified report prepared, sealed and signed by a professional engineer specializing in geotechnical engineering that provides the results of a surface and subsurface investigation of the Site (the "Geotechnical Report").

(f) Environment Report: All necessary environmental studies and reports as necessary in support of the remedial Services under the Contract, including obtaining permits for performing said Services (the "Environmental Report").

(g) Environmental Conditions: As used in this Contract the term "Environmental Condition" means surface and subsurface, the presence anywhere in, on or under the Site of underground storage tanks (for the storage of chemicals or petroleum products) or Hazardous Substances disclosed in any geotechnical and environmental assessment reports at the time of the commencement of the Contract or subsequently discovered at the Site.

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(h) Geotechnical Conditions: As used here "Geotechnical Conditions: means surface and subsurface conditions, including soil and topographical conditions, of the Site relevant to the remedial Services to be performed at the Site disclosed in any geotechnical and environmental reports at the time of the commencement of the Contract or subsequently discovered at the Site.

8. SITE INSPECTION

(a) USVI and Contractor agree that the remedial measures at the Site established by the EPA satisfy the remedial Services required under the Contract. (Said EPA remedial measures established by the EPA hereinafter referred to as the "EPA Remedial Measures") Contractor shall retain the EPA remedial measures, including the operation and maintenance of any equipment or machinery required to retain the EPA Remedial Measures.

(b) In order to certify that the EPA Remedial Measures at the Site remain effective and meet the purpose and intent of the remedial Services under this Contract, USVI and the Contractor shall conduct a joint inspection of the EPA Remedial Measures in effect at the Site. The joint inspection will consist of a survey of the existing EPA Remedial Measures to determine that said Measures satisfy the remedial measures required under the Scope of Work under this Contract. In the event the inspection discloses any deficiencies, Contractor shall correct the deficiency and conduct testing to certify that the deficiency has been successfully corrected. An attempt shall be made to correct all deficiencies and resolve all issues. If any items remain unresolved, the inspection shall be considered a pre-final inspection requiring another pre-final inspection and report. The inspection shall be completed upon USVI and Contractor confirming that all outstanding items have been resolved.

(c) Upon satisfactory completion, as provided in subsection (b) of this Section, of the inspection the EPA Remedial Measures, Contractor shall provide USVI with a written remedial action report and plan for each task constituting the Scope of Work under this Contract, which action report and plan shall be subject to the approval of the USVI.

(d) USVI and Contractor shall complete the review and inspection required to implement the remedial Services to be provided under this Contract no later than Thirty (30) days after the Effective Date, as hereinafter defined, of this Contract.

9. OFF-SITE STORAGE, DESTRUCTION, TREATMENT OR DISPOSITION

The parties anticipate the need for off-site storage, destruction, treatment, or disposition of Hazardous Substances in connection with the implementation of the remedial measures referred to in the SOW. USVI, pursuant to Section 104(c)(3)(B) of CERCLA, 42 U.S.C. Section 9604(c)(3)(13), shall assure the availability of a hazardous waste disposal facility which has adequate capacity for off-site storage, destruction, treatment or disposition. The costs of such off-site storage, destruction, treatment or disposition will be paid for by the USVI.

10. INSTITUTIONAL CONTROLS

(a) USVI agrees to implement institutional controls (which may include governmental controls, proprietary controls, or both, as appropriate) sufficient to insure that no one uses

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groundwater or installs a groundwater well, or excavates or disturbs any impacted soil or rock at the Site without the written permission of the USVI.

(b) To implement the institutional control measures, the USVI shall develop an Institutional Control Plan. The Plan shall provide a detailed description of the institutional controls, the implementation method and schedule, and provide for monitoring of compliance with the controls over time and updating of the controls as needed.

11. OPERATION AND MAINTENANCE

(a) The term "operation and maintenance" ("Operation and Maintenance") as used in the General Provisions, as hereinafter defined, of this Contract shall have the same meanings as "Operate and Maintain" as defined in the Consent Decree. Specifically, "Operation and Maintenance of the Site by Contractor shall include

(i) All measures required to monitor and maintain the effectiveness of the institutional controls established by EPA and referred to in Paragraph J of the SSC; and

(ii) All measures required to monitor and maintain the effectiveness of the institutional controls established by USVI and referred to in Paragraph 10 of this Contract; and

(iii) All remedial identified in Section K of the SSC and in the statement of Work attached to the SSC. (Said statement of work hereinafter referred to the SSC Statement of Work); and

(iv) All measures required to monitor and maintain the effectiveness of Tasks 2,4,5 and 6 in the SSC State of Work; and

(v) The Site Transfer Agreement attached as Appendix "D" to the Consent Decree and providing for the transfer of responsibilities for the Operation and Maintenance of the remedial measures at the Site from the EPA to USVI.

12. PERMITS

In accordance with Section 121 (e)(1) of CERCLA, 42 U.S.C. § 9621 (e), Federal, State, Territory and local permits are not required for the portion of any remedial action conducted entirely on-Site, where such remedial action is selected and carried out in compliance with Section 121 of CERCLA. However, remedial actions that involve the storage, treatment, or disposal of hazardous substances at off-site facilities shall involve only such off-site facilities that are operating under appropriate Federal, State and/or Territory permits or authorization and other legal requirements, otherwise meet the requirements of Section 121 (d)(3) of CERCLA, 42 U.S.C. § 9621 (d)(3). As requested by Contractor, the USVI shall assist Contractor in obtaining any needed permits for off-Site activities that are necessary to satisfactorily complete the activities described in the SOW.

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13. SITE ACCESS

(a) Contractor may attempt to secure access to the Site for itself, its agents and representatives and for contractors performing the work described in the SOW. At the request of Contractor, the USVI shall, to the extent of its legal authority, assist Contractor in obtaining access to the Site.

(b) Authorized employees and agents of the USVI shall have access to the Site as necessary to inspect the performance of Services and as necessary to carry out the USVI's responsibilities under this Contract.

14. INFORMATION REGARDING THE SITE

(a) To the extent permitted by law and as provided in this Paragraph, the USVI, at Contractor's request, shall make available to Contractor information in its possession concerning the Site, with the exception of deliberative and other privileged documents which the USVI would not otherwise be required to disclose. At the request of the USVI, to the extent permitted by law and as provided in this Paragraph, Contractor shall make available to USVI any information in its possession concerning the Site, with the exception of deliberative and other privileged documents which Contractor would not otherwise be required to disclose. (Also, see subparagraph b, below, with respect to confidential documents.)

(b) USVI Confidential Information. If any information is provided by USVI to Contractor under a claim of confidentiality, said information shall be considered "USVI Confidential Information" and shall be maintained in accordance with this subparagraph. "USVI Confidential Information" shall mean all data, materials, products, technology, computer programs, reports, including environment and geotechnical reports, specifications, manuals, business plans, software, marketing plans, financial information, and other information concerning USVI personnel and relating to the USVI's operations and functions at the Site and classified as confidential under the Virgin Islands and federal statutes and rules and regulations. Contractor agrees that USVI Confidential Information is to be considered confidential and proprietary to the USVI and Contractor shall hold the same in confidence, shall not use USVI Confidential Information except with the specific prior written authorization of the USVI, and shall disclose it only to its officers, directors, or employees with a specific need to know. Contractor will not disclose, publish or otherwise reveal any USVI Confidential Information received from the USVI to any other party whatsoever except with the specific prior written authorization of the USVI. Contractor shall take all necessary steps to safeguard USVI Confidentiality Information in conformity with federal and Virgin Islands statutes, rules and regulations. The provisions of this Section shall not apply to USVI confidential Information that Contractor is required to disclose by law or by court order. In such event the Contractor shall give the USVI at least ten (10) days prior notice of disclosing USVI Confidential Information, which notice shall include the legal authority or court order compelling the disclosure of USVI Confidential Information and state the specific USVI Confidential Information that the Contractor is compelled to disclosure by law or court order. The USVI shall have the right to challenge any demand for the disclosure of USVI Confidential Information made by court order or under the authority of law.

(c) Contractor Confidential Information. If any information is provided by Contractor to USVI under a claim of confidentiality, said information shall be considered "Contractor Confidential Information" and shall be maintained in accordance with this subparagraph. "Contractor Confidential

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Information "shall mean all information protected or prohibited from disclosure under applicable federal law or state law (including, without limitation, federal or state statutes, rules case law, and privileges), the business practices, strategies, developments, know-how, procedures, methods, methodologies, systems pertaining to the Site and Contractor Services under this Contract at the Site, and not first produced or developed under this Contract. The USVI agrees that Contractor Confidential Information is to be considered confidential and proprietary to Contractor and the USVI shall hold the same in confidence, shall not use Contractor Confidential Information except with the specific prior written authorization of Contractor, and shall disclose it only to its officers, directors, or employees with a specific need to know. The USVI will not disclose, publish or otherwise reveal any Contractor Confidential Information received from the Contractor to any other party whatsoever except with the specific prior written authorization of the Contractor. The USVI shall take all necessary steps to safeguard Contractor Confidentiality Information in conformity with federal and Virgin Islands statutes, rules and regulations. The provisions of this Section shall not apply to Contractor Confidential Information that the USVI is required to disclose by law or by court order. In such event the USVI shall give Contractor at least ten (10) days prior notice of disclosing Contractor Confidential Information, which notice shall include the legal authority or court order compelling the disclosure of Contractor Confidential Information and state the specific Contractor Confidential Information that the USVI is compelled to disclose by law or court order. Contractor shall have the right to challenge any demand for the disclosure of Contractor Confidential Information made by court order or under the authority of law.

15. RETENTION OF RECORDS AND AUDITS

(a) As used in this Section, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Contractor shall maintain documented and precise records of time and/or money expended under this Contract. Said records shall describe the nature, duration, and amount of services performed under this Contract. The USVI shall have the right to examine and audit all records and other evidence sufficient to reflect properly the compensation and costs payable to Contractor in performance of this Contract and to examine, audit, or reproduce any of Contractor's records involving transactions related to this Contract or a subcontract hereunder and to interview any current employee regarding such transactions. This paragraph may not be construed to require Contractor or any subcontractor hereunder to create or maintain any record that Contractor or a subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) In the event the USVI requests an audit of Contractor's records, the audit shall be performed by a third party auditor agreed upon the USVI and Contractor. Contractor shall cooperate with the auditor and provide the documents requested by the auditor with respect to the audit activities. The USVI shall bear all costs associated with the audit activity; provided, however, that if the audit activity discloses that, during the period covered under the audit, the USVI paid monies in excess of 5% of the actual costs and fees for which the USVI was liable under the Contract during said period, then Contractor shall bear all costs associated with the audit activity.

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(d) Contractor shall maintain a credible financial management system that meets generally accepted accounting principles for the purpose of audit and examination of records in connection to this Contract.

(e) Contractor shall maintain and make available at its office at all reasonable times the records, materials, and other evidence described in paragraph (a), (b), and (c) of this Section, for examination, audit, or reproduction, for a period of not less than 7 years after final payment under this contract or for any longer period required by statute. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated for a period of not less than 7 years following such termination.

(f) Contractor shall insert a clause containing all the terms of this Section in all subcontracts entered into under this Contract.

16. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon USVI persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent Contractors, or in any other capacity whatsoever, or make the USVI liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, 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.

17. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to environmental consultants doing business in the United States Virgin Islands.

18. WARRANTY OF SERVICES

(a) As used in this Section, "acceptance" means the act of an authorized representative of the USVI accepts the performance of services under this Contract.

(b) Contractor represents and warrants that the services that are to be performed by Contractor under this Contract will be rendered in a professional and workmanlike and that such services will be performed by persons with the proper skill, training, and background.

(c) Notwithstanding inspection and acceptance by USVI or any provision concerning the conclusiveness thereof, Contractor represents and warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The USVI shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days of acceptance by the USVI, which notice shall state that the Contractor shall correct or re-perform any defective or nonconforming services.

(d) Contractor represents and warrants that in the event the USVI issues a notice of defective or nonconforming services, Contractor shall, at no cost to the USVI, correct or re-perform the defective and nonconforming services and any services corrected or re-performed by the Contractor shall be subject to this Section to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the USVI may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the USVI thereby, or make an equitable adjustment in the contract price.

19. INSPECTION OF SERVICES

(a) Contractor shall provide and maintain an inspection system acceptable to the USVI covering the services under this Contract. Complete records of all inspection work performed by Contractor shall be maintained and made available to the USVI during Contract performance and for as long afterwards as the Contract requires.

(b) The USVI has the right to inspect and test all services called for by this Contract, to the extent practicable at all places and times during the term of this Contract. The USVI shall perform inspections in a manner that will not unduly delay the work.

(c) If any of the services performed do not conform to the requirements of the scope of work set in Addendum I to this Contract, the USVI may require Contractor to perform the services again in conformity with Contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the USVI may:

- (1) Require Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
- (2) Reduce any fee payable under the Contract to reflect the reduced value of the services performed.

(d) If Contractor fails to promptly perform the services again or take action necessary to ensure future performance in conformity with Contract requirements, the USVI may:

- (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
- (2) Terminate the Contract for default.

20. ASSIGNMENT

The Contractor shall not assign any rights under this Contract without the prior written approval of the USVI.

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21. DELEGATION/SUBCONTRACTING

(a) Subcontracting and Delegating Contract Services. The Contractor shall not subcontract or delegate any part of the services under this Contract without the prior written approval of the USVI, which consent shall not be unreasonably withheld. Contractor warrants that all subcontractor agreements related to this Contract shall comply with all applicable Virgin Islands and federal laws and rules and regulations. Contractor shall be liable to the USVI for the work performed by its subcontractors and for damages to the USVI resulting from its subcontractor's negligent actions.

(b) Competition in Subcontracting. Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract. Upon request by the USVI, Contractor shall provide documentation evidencing the bases for the selection of its subcontractors.

(c) Limitations on Subcontracting. Contractor warrants and agrees that no more than 49% of the services under this Contract shall be subcontracted and that Contractor shall at minimum perform 51% of the services under the Contract. Contractor further warrants and agrees that at least 51% of the cost of Contract performance incurred by the USVI under this Contract shall be expended for work performed exclusively by Contractor's employees.

22. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the USVI from and against any and all loss, damage liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the USVI may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor or under this Contract and arising from any cause, except the sole negligence of the USVI.

23. LIMITATION OF USVI LIABILITY

The USVI's contract liability under or relating to this Contract shall be limited to actual damages and shall in no event exceed the Limitation of Funds, as defined in Addendum II of this Contract applicable to the contract term within which the event giving rise to the claim of liability arose. In no event shall the Government be liable to Contractor for any indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits or good will) related to this Contract.

24. RIGHTS AND IMMUNITIES PROVIDED BY LAW

The USVI does not waive any rights or immunities provided by law to the USVI.

25. INSURANCE COVERAGE

(a) Contractor agrees to and provide evidence of the following insurance policies in the

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amount and with the type of coverage shown below:

- (1) Compliance with 24 V.I.C. § 273 requiring employer contributions to the Workers Compensation Insurance Fund.
- (2) Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence.
- (3) Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than \$1,000,000.00 per occurrence. Coverage shall include all non-owned vehicles and all hired vehicles.
- (4) Professional Liability insurance in a form acceptable to the USVI with a limit of liability of not less than \$1,000,000.00 per occurrence.

(b) Contractor warrants that during the term of the Contract it shall comply with the above-listed insurance requirements and maintain the above-listed insurance policies in the amounts and type of coverage indicated. The USVI acknowledges that any AAA rate insurance carrier shall be acceptable.

(c) This Contract is subject to Contractor providing the USVI with a Certificate of Insurance evidencing the Commercial General Liability, Motor Vehicle Liability, and Professional Liability insurance coverage described above. Said Certificate of Insurance shall identify Contractor as the "Named Insured" and the USVI as the "Certificate Holder".

(d) If the policy for any liability insurance described above is on a claims-made basis, the policy shall be acceptable provided that Contractor submit with the applicable Certificate of Insurance documentation evidencing an extended reporting tail endorsement for a period of not less than 3 years after the end of the contract term.

(e) Evidence of insurance documentation the required coverage under this Contract shall be provided to the USVI prior to the commencement of services under this Contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, all payments under this Contract shall be withheld until evidence of the extended reporting endorsement is provided to the USVI.

(f) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the USVI's interest shall not be effective until 30 days after the insurer or Contractor gives written notice to the USVI. If, during the performance period of this Contract, Contractor changes insurance providers, the Contractor must provide evidence that the USVI will be indemnified to the limits specified in paragraph (a) of this Section, for the entire period of the Contract, either under the new policy, or a combination of old and new policies.

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(g) Contractor shall insert the substance of this Section, including this paragraph (g), in all subcontracts under this contract and shall require such subcontractors to provide evidence of and maintain insurance in accordance with this Section. At least 5 days before the commencement of work by any subcontractors, the Contractor shall furnish to the USVI evidence of such insurance.

26. TAXES

Contractor covenants that it shall be solely liable for all United State Virgin Islands and federal taxes applicable to Contractor in connection to the services to be performed under this Contract and the transaction under this Contract and shall timely pay all such taxes.

27. 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.

28. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by the laws of the United States Virgin Islands, Jurisdiction over all matters and issues arising under and connected to this Contract is exclusive in the courts of the United State Virgin Islands.

29. DISPUTE RESOLUTION

The parties agree that in the event any conflict or disagreement arises under this Contract, neither party shall file any claim or suit against the other party unless it has first provided written notice to the other party of the alleged dispute and unless the following dispute resolution procedure has followed and exhausted.

(a) The parties shall first submit the dispute in writing to the USVI Project Manager and the Contractor Project Manager for review and resolution. (The USVI Project Manager and the Contractor Project Manager hereinafter collectively referred to as the "Project Managers"). If the Project Managers agree on a resolution to the dispute that is accepted by both parties, the dispute shall be deemed resolved and the parties shall execute a writing memorializing the resolution of the dispute. If the Project Managers cannot agree on a resolution or if the parties do not accept the resolution proposed by the Project Managers, the parties shall proceed directly with the dispute resolution procedure provided for in this Section.

(b) In the event the dispute is not resolved under the procedure provided in subsection (a) of this Section, the parties shall submit the dispute to mediation in the U.S. Virgin Islands. No lawsuit, claim or controversy shall be filed until the conclusion of the mediation and certification by the mediator that an impasse has been reached or until 90 days has passed, whichever comes first. The parties may submit the dispute to mediation to the American Mediation Institute, the Superior Court of the Virgin Islands, or the District Court of the Virgin Islands. Any mediator chosen by the parties must be certified by a Court of

competent jurisdiction in the Virgin Islands. The cost of mediation shall be shared equally by the parties.

(a) Pending any and all dispute resolution during the 90 day mediation period set forth herein and pending any and all resolution of any lawsuit or claim filed in the event mediation is not successful, Contractor shall continue to perform work under the Contract and the Government shall, pursuant to the provisions of Addendum II of this Contract, continue to pay Contractor for such work.

30. 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 representative, 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.

31. 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 subject matter of this Contract are merged herein.

32. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, USVI will have the right to withhold any payment due to Contractor, such sums as the USVI may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the USVI may apply such sums in such manner as the USVI may deem proper to secure itself or to satisfy such claims. The USVI 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 USVI if and while Contractor gives satisfactory assurance to the USVI that such claims will be paid by the Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.

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33. CONDITION PRECEDENT

This contract is subject to the approval of the Governor of the Virgin Islands. Also, pursuant to Virgin Islands law, this Contract is subject to the appropriation and availability of funds.

34. TERMINATION FOR CONVENIENCE

(a) USVI may terminate for convenience this contract at any time, in whole or in part by giving written notice to Contractor of such termination and specifying the effective date thereof. If USVI terminates this Contract for convenience as provided herein, Contractor shall be entitled to receive payment for services provided to the date of termination.

(b) In the event of the USVI's termination for convenience under this Section, the USVI and contractor shall negotiate reasonable settlement costs allowable to Contractor. Said costs shall include reasonable allowance for profit for preparations made and work completed by Contractor on the terminated portion of the contract. No profit shall be allowed on post-termination settlement expenses. The parties shall negotiate a reasonable settlement cost to equitably compensate Contractor the demobilization costs incurred by contractor in terminating the work under the Contract. In negotiating or determining profit, factors to be considered include—

- (1) Extent and difficulty of the work done by the Contractor as compared with the total work required by the Contract (engineering estimates of the percentage of completion ordinarily should not be required, but if available should be considered);
- (2) Engineering work, production scheduling, planning, technical study and supervision, and other necessary services;
- (3) Efficiency of the Contractor, with particular regard to:
 - (i) Attainment of quantity and quality production
 - (ii) Reduction of costs;
 - (iii) Economic use of materials, facilities, and manpower; and
 - (iv) Disposition of termination inventory
- (4) Amount and source of capital and extent of risk assumed;
- (5) Inventive and developmental contributions, and cooperation with the Government and other contractors in supplying technical assistance;
- (6) The rate of profit that the contractor would have earned had the Contract been completed;
- (7) The rate of profit both parties contemplated at the time the Contract was negotiated; and
- (8) Character and difficulty of subcontracting, including selection, placement, and management of subcontracts, and effort in negotiating settlement of terminated subcontracts.

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The Primary objective under this subsection (b) is to negotiate a settlement by agreement. Therefore, the parties may agree upon a total amount to be paid the Contractor without agreeing on or segregating the particular elements of costs or profit comprising this amount.

(c) In the event of termination for convenience under this Section, contractor shall be entitled only to the settlement costs provided for in subsection (b) of this section. Other than said entitlement, Contractor shall not have any right, entitlement, or cause of action, either in contract, equity, or any other legal theory or basis, against USVI, including, but not limited to, anticipatory profits and consequential damages.

35. TERMINATION FOR DEFAULT

(a) The USVI reserves the right to terminate this Contract by providing written notice by certified mail to Contractor on the occurrence of any of the following:

- (1) Contractor's failure to perform the Services contracted for under this Contract or rendering defective or nonconforming services.
- (2) Contractor's failure to perform or comply with any non-Service related contractual obligation under the Contract.
- (3) Contractor furnished any statement, p=representation, warranty, or certification in connection with this Contract that is materially false or deceptive. For purposes of this paragraph a statement, representation, or warranty, or certification is materially false or deceptive if relied upon by the UJSVI in its decision to award this Contract or Contractor or, if made to the USVI subsequent to Contract award, furnished to mislead the USVI that Contractor has satisfied the requisite terms of the Contract.
- (4) If the Contractor, any officer of the Contractor, or any owner of ten percent (10%) or more of the equity ownership of the Contractor is convicted of a crime that the USVI determines would hinder Contractor's ability to perform under this Contract.
- (5) The Contractor's material breach of Contract. For purposes of the paragraph, a material breach is a violation or nonperformance of a Contract term that is substantial and significant or that may result in a liability to the USVI.
- (6) The denial, revocation, or failure to renew any license or certificate required by law or regulation to be held by Contractor to provide the services under this contract.
- (7) Contractor's filing for bankruptcy or in the event of insolvency of Contractor.

(b) In the event of subsections (a)(5), (a)(6), and (a)(7), the USVI shall give Contractor written notice of its intent to terminate ("Notice of Intent") the Contract pursuant to this Section, which Notice of Intent shall specify the state the reason or reasons for termination. Thereupon, CONTRACTOR shall have a period of THIRTY (30) DAYS following receipt of the Notice of Intent to cure such failure or failures (said THIRTY (30) DAYS period hereinafter referred

to as the "Cure Period"). If Contractor cures such failure or failures in conformance with the requirements of the Contract within the Cure Period, the USVI Notice of Intent shall be deemed rescinded. If, however, the Contractor fails to cure such failure or failures within the Cure Period, this Contract may terminate upon the lapse of the Cure Period, unless the parties shall otherwise agree in writing. With respect to the filing of a petition for bankruptcy or in the event of insolvency of Contract, should such petition be dismissed or such insolvency no longer exists upon the lapse of the Cure Period, or, if prior to such lapse, Contractor furnishes evidence satisfactory to the USVI of the Contractor's ability to continue, no termination shall result.

(c) In no event shall the USVI be liable for Contractor's costs incurred in responding to any notice given Contractor under this Section. Termination under this Section shall constitute default by Contract. In the event of termination under this paragraph, the USVI shall be entitled to damages for liabilities resulting from the event or breach causing termination. The USVI shall have first priority for all its claims in the event of Contractor's bankruptcy, except for claims that have statutory priority.

36. FORCE MAJEURE

Contractor shall be excused from performance under this Contract for any period that Contractor is prevented from performing any services in whole or in part as a result of acts of God, actions or inactions of the USVI, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes or unusually severe weather, provided that Contractor has prudently and promptly acted to take any and all preventive and/or corrective steps that are within Contractor's control to ensure that Contractor can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed breach of the Contract. This Section shall not relieve the Contractor of responsibility for developing and implementing all prudent contingency and disaster recovery measures. Subcontractor interruptions shall not be considered a Force Majeure Event unless agreed upon by both parties.

Contractor shall immediately notify the USVI by telephone (to be confirmed in writing, via hand delivery return receipt, within FIVE (5) days of the inception of such delay) of the occurrence of a Force Majeure Event and describe in reasonable detail all nature of the Force Majeure Event, all preventive and corrective steps taken, how it affects performance, and the anticipated duration of the inability to perform.

37. 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, national origin or handicap.

38. 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:

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(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 compensation 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, 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 the term is defined in section 1101, (1) of said Code chapter.

39. EFFECTIVE DATE

The effective date of this Contract is upon the signature of the Governor of the Virgin Islands (said date referred to herein as the "Effective Date").

40. 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:

USVI

Commissioner
Department of Property and Procurement
Sub Base, Building No. 1
St. Thomas, VI 00802

Commissioner
Department of Planning and Natural Resources,
Cyril E. King Airport
St. Thomas, VI 00802

Contractor

G. Bryant Kroutch
Vice President
Arrowhead Contracting, Inc.
d/b/a Arrowhead Environmental Services
10981 Eicher Dr.
Lenexa, KS 66219

41. LICENSURE

The Contractor covenants that it has obtained all applicable licenses or permits, temporary or otherwise, as required under Virgin Islands and federal law and regulations to perform under

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this Contract and that it shall timely renew and pay all fees and taxes associated with such licenses or permits.

42. 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 sub-contracts 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 sub-contractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or sub-contractor agrees that it shall not be entitled to payment for any work performed under this Contract or sub-contract and that the Contractor or sub-contractor shall promptly reimburse the USVI for any progress payments heretofore made. If, during the term of this Contract, the Contractor shall become ineligible to receive contract awards using federal funds, this Contract shall be terminated forthwith for cause and the Contractor shall not be entitled to payment for any work performed under this Contract or sub-contract after the effective date of such ineligibility.

43. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the USVI, or any officer, department, board, commissioner, 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.

44. 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.

45. OTHER CONTRACTUAL COMMITMENTS

Contractor represents, assures, and agrees that it has not entered into, and that it shall not enter into, any other contractual commitment, contract, or relationship that will restrict or impair Contractor's performance of its contractual obligations under this Contract.

46. COVENANT AGAINST CONTINGENT FEES

(a) Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the USVI shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.

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(b) Definitions

"Bona fide agency," as used in this Section, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain USVI contracts nor holds itself out as being able to obtain any USVI contract or contracts through improper influence.

"Bona fide employee," as used in this Section, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain USVI contracts nor holds out as being able to obtain any USVI contract or contracts through improper influence.

"Contingent fee," as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a USVI contract.

"Improper influence," as used in this Section, means any influence that induces or tends to induce a USVI employee or officer to give consideration or to act regarding a USVI contract on any basis other than the merits of the matter.

47. NONSOLICITATION OF USVI EMPLOYEES

Without the prior written consent of the USVI, from the date of this Contract until one year after the expiration or termination of this contract, Contractor shall neither directly nor indirectly, on behalf of themselves or any other individual, corporation, partnership or other entity, employ, solicit for employment or otherwise assist in the solicitation or employment, of any employee of the USVI.

48. KICKBACKS PROHIBITED

(a) Definitions

"Kickback," as used in this Section, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Contractor, Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Contract or in connection with a subcontract relating to this Contract.

"Person," as used in this Section, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Contractor employee," as used in this section, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this Section, means a contract or contractual action entered into by a Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind with respect to this contract.

"Subcontractor," as used in this Section, (1) means any person, other than Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under this

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Contract or a subcontract entered into in connection with this Contract, and (2) includes any person who offers to furnish or furnishes general supplies to Contractor.

"Subcontractor employee," as used in this Section, means any officer, partner, employee, or agent of a subcontractor.

(b) No person shall:

- (1) Provide or attempt to provide or offer to provide any kickback;
- (2) Solicit, accept, or attempt to accept any kickback; or
- (3) Include, directly or indirectly, the amount of any kickback in the price charged by Contractor under this Contract or in the price charged by a subcontractor to Contractor under a subcontract entered into in connection with this Contract.

(c) Contractor shall have a place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this Section in its own operations and direct business relationships. When Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this Section may have occurred, Contractor shall promptly report in writing the possible violation. Such reports shall be made to the Commissioner of the Virgin Islands Department of Property and Procurement and to the Attorney General of the Virgin Islands. Contractor shall cooperate fully with any Virgin Islands or Federal agency investigating a possible violation described in paragraph (b) of this Section. The USVI may (i) offset the amount of the kickback against any monies owed by the USVI under this Contract and/or (ii) direct that Contractor withhold from sums owed a subcontractor under this contract the amount of the kickback. The USVI may order that monies withheld from sums owed by Contractor to a subcontractor be paid over to the USVI. In all cases, Contractor shall notify the USVI when such monies are withheld. Contractor agrees to incorporate this Section in all subcontracts under this Contract.

49. REPRESENTATION BY COUNSEL

The USVI and Contractor acknowledge that they have had the opportunity to consult with legal counsel and did consult with legal counsel with respect to the terms and provisions of this Contract prior to execution of this Contract. The USVI and Contractor further acknowledge that the terms of this Contract are the result of negotiations between the USVI and Contractor and that the terms of this Contract shall not be construed in favor of, or against, either party by reason of the extent of which the USVI or Contractor, or their respective counsel, participated in its drafting.

50. NO THIRD-PARTY BENEFICIARIES

The rights and obligations under this Contract shall inure solely to the benefit of the USVI and Contractor, and no persons or entity shall be a third party beneficiary of this contract.

51. HEADINGS NOT CONTROLLED

Section headings in this Contract are for convenience only and shall have no binding force or effect and shall not enter into the interpretation of the Contract.

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52. SEVERABILITY

In the event that any provision of this Contract shall be held to be invalid, the validity of the remaining provisions of the Agreement shall not in any way be affected thereby.

53. OTHER PROVISIONS

The addendum I (Statement of Work), Addendum II (Compensation), and Addendum III (Consent Decree) attached to this Contract and all appendices, schedules, and exhibits attached to thereto are incorporated into and made a part of this Contract. In the event of a conflict between the general provisions of this Contract, set out in Sections 1 through 53 of this Contract (the "General Provisions") and any Addendum constituting a part of this Contract, the terms and provisions of the General Provisions of the Contract shall prevail.

54. TRAVEL EXPENSES

Travel expenses are not associated with this contract. Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government does not agree 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 (\$ N/A).



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

WITNESSES

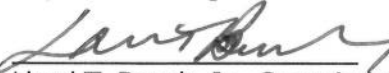
DEPARTMENT OF PLANNING AND NATURAL RESOURCES



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

9/28/18
Date




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

10/10/18
Date



CONTRACTOR


G. Bryant Kroutch, Vice President
Arrowhead Contracting, Inc.,
d/b/a/ Arrowhead Environmental Services
10981 Eicher Drive
Lenexa, KS 66219

9/21/18
Date

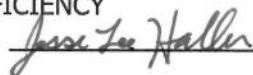
APPROVED:



Kenneth E. Mapp
Governor of the Virgin Islands

Date: 12-17-18

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:  Date 12/11/2018

PURCHASE ORDER NO.

CERTIFICATE OF APPROVAL

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