

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, acting through its Department of Property and Procurement, on behalf of the DEPARTMENT OF PLANNING AND NATURAL RESOURCES (hereinafter referred to as "Government") and WILDERNESS GRAPHICS, INC. (hereinafter referred to as "Contractor").

### WITNESSETH:

WHEREAS, Government is in need of a contractor to design and install the Visitor's Center for the St. Croix East End Marine Park (STXEEMP); and

WHEREAS, Contractor is a "design-build" firm having the expertise and specialized equipment to produce the necessary components for the STXEEMP Visitor's Center; and

WHEREAS, following a competitive process, Contractor was selected in 2015 to provide the Conceptual Plan for the STXEEMP Visitor's Center; and

WHEREAS, Contractor was selected to install the Phase I of the STXEEMP Visitor's Center in 2017, which consists of fixed exhibits at the site; and

WHEREAS, Government, in furtherance of the Conceptual Plan, is moving forward with Phase II, which consists of the production of audio and visual media exhibits for the STXEEMP Visitor's Center; and

WHEREAS, Government seeks to retain the services of Contractor directly for the development of this plan to maintain consistency with the Conceptual Plan and Phase I; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

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


#### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Work) attached hereto and made a part of this contract.

#### 2. TERM

This Contract shall commence upon execution by the Governor of the US Virgin Islands and shall terminate One Hundred and Eighty (180) days thereafter. This contract may be renewed on the same terms and conditions for one three (3) month period at the sole discretion of the Government. Contractor may make said request for an extension in writing no less than thirty (30) days prior to the end of the existing Contract. The Government shall give written notice to the Contractor of approval of such extension and or renewal not less than Fifteen (15) days prior

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to the expiration of this Contract. Any such renewal or extension shall be contingent upon the satisfactory performance of the Contractor and shall be subject to the availability and appropriation of funds.

**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 ONE HUNDRED EIGHT THOUSAND THREE HUNDRED TWENTY-EIGHT DOLLARS (\$108,328.00) in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

**4. TRAVEL EXPENSES**

Inclusive 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 FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100.00).

**5. RECORDS**

The Contractor, when applicable, will present documented, precise records of time and/or money expended under this Contract.

**6. PROFESSIONAL STANDARDS**

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

**7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

**8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Provider as servants, agents, or independent contractors, or in any other capacity whatsoever, or make DPNR 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 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.

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**10. INDEMNIFICATION**

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

**11. INDEPENDENT CONTRACTOR**

The Contractor shall perform the services in this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

**12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

**13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**14. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement of the parties relating to the subject matter addressed in this Contract. This Contract supersedes all prior communications, Contracts, or Contracts between the parties with respect to the subject matter addressed in this Contract, whether written or oral. Any person signing this Contract represents and warrants that he or she has authority and capacity to sign on behalf of said party, and to make the covenants and promises set forth in this Contract.

**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.

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**16. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor of the United States 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 DPNR shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the Thirty (30) day notice.

**19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract because 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, either directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in its official capacity;
    - (iii) no financial interest in the Contract as that term is defined in section 1101 (1) of said Code chapter.

**21. EFFECTIVE DATE**

The effective date of this Contract shall be the day of execution of the Contract by the Governor of the United States Virgin Islands

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**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 #1, Third Floor  
St. Thomas, Virgin VI 00802

With copies to:

Dawn L. Henry, Esq.  
Commissioner  
Department of Planning & Natural Resources  
Charles Wesley Turnbull Regional Public Library  
4607 Tutu Park Mall  
St. Thomas, VI 00802

**CONTRACTOR**

Chris Buchholz  
Vice President  
Wilderness Graphics, Inc.  
3465 Garber Drive  
Tallahassee, FL 32303

**23. LICENSURE**

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

**24. DEBARMENT CERTIFICATION**

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

**25. NOTICE OF FEDERAL FUNDING**

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Provider warrants that it shall not, with respect to this Contract, make or present any claim knowing

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such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

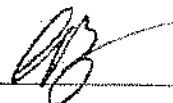
**26. FALSE CLAIMS**

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such 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.

**27. OTHER PROVISIONS**

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

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

WITNESSES:

[Signature]  
[Signature]  
[Signature]  
[Signature]

GOVERNMENT OF THE U.S. VIRGIN ISLANDS

[Signature] 11/15/18  
Dawn L. Henry, Esq.  
Commissioner  
Department of Planning & Natural Resources

[Signature] 12/18/18  
Lloyd T. Bough Jr.  
Commissioner  
Department of Property & Procurement

CONTRACTOR

[Signature] 9.11.2018  
Chris Buchholz  
Wilderness Graphics, Inc.  
Vice President

[Signature]  
[Signature]

APPROVED:

[Signature] Date: 12-31-18  
Kenneth E. Mapp  
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: [Signature] Date: 12/21/18  
AAG

PURCHASE ORDER

ACCOUNT CODE NO.

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of  
Contract No [ ] entered into between  
The Government of the Virgin Islands and  
Wilderness Graphics, Inc.

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

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