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## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this 27th day of September, 2024, 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 Education** (hereinafter referred to as "Government") of 1834 Kongens Gade, St. Thomas U.S. Virgin Islands 00802 and **Rumina Construction, LLC** of 278 Hospital Ground St. Thomas, U.S. Virgin Islands 00802

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to provide the necessary tools, labor, and supplies to 1.) design; 2.) construct or install perimeter gates and fencing, and 3.) remove existing fencing and gate systems at various public school in the St. Thomas/John School District which duties and responsibilities are more particularly described in Addendum I (Scope of Work), Addendum II (General Provisions and Warranties together with the additional General Provisions-Construction), Addendum III (Termination of Contracts), Addendum IV (Compensation), Addendum V (Provisions from 2 CFR 200 – Appendix II,) and Attachment A (Site Map) attached hereto; and

**WHEREAS**, the Government solicited the services under **RFP No. BD-24-400-4001-368**; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties 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 AND EFFECTIVE DATE

This Contract shall be effective upon the date of execution of this Contract by the Governor of the U.S. Virgin Islands and upon the issuance of the formal Notice to Proceed and shall terminate on December 31, 2024 or in accordance with an agreed upon extension granted pursuant to Addendum II (General Provisions – Construction) attached hereto and made a part hereof.

Contract No. P079DOET24  
RFP No. BD-24-400-4001-368

Contractor Initials: f.v



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### 3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed **One Million One Hundred Forty Nine Thousand, Four Hundred Seventeen Dollars and Fifty Cents (\$1,149,417.50)** in accordance with the provisions set forth in Addendum IV (Compensation) attached hereto and made a part of this contract.

### 4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed     N/A     (\$ N/A).

### 5. LIQUIDATED DAMAGES

It is hereby agreed by the parties hereto that in the event the Contractor has not completed the Scope of Work under the term set forth in Paragraph 2 of this Contract, **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** for each calendar day or portion thereof shall be due to the Government. The Liquidated damages shall first be deducted from any Contract monies due, but not yet paid to the extent available.

### 6. RECORDS

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

### 7. 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.

### 8. 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



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described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

## **9. 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, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

## **10. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government. The Government acknowledges that the Contractor shall subcontract the design work to Patrick A. Williams.

## **11. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (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.

## **12. 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.

## **13. 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.

## **14. 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



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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.

## **15. 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.

## **16. 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.

## **17. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

## **18. 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.

## **19. 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 by providing thirty (30) days written notice to the Contractor. 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.



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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.

**20. 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.

**21. 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; and
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

**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**  
 Lisa M. Alejandro  
 Commissioner  
 Department of Property and Procurement  
 8201 Sub Base, Suite 4  
 St. Thomas Virgin Islands 00802



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Dionne Wells Hedrington Ed.D.  
Commissioner  
Department of Education  
1834 Kongens Gade  
St. Thomas, VI 00802

**CONTRACTOR**

Franklyn Victor  
Sole Managing Member  
Rumina Construction, LLC  
P.O. Box 308034  
St. Thomas, U.S. Virgin Islands 00803

**23. LICENSURE**

The Contractor covenants that it has:

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

**24. OTHER PROVISIONS**

Addenda I, II, III, IV, V, and Attachment A (Site Map) attached hereto are a part of this Contract and are incorporated herein by reference.

**25. CONTRACTOR'S REPRESENTATIONS**

The Contractor agrees that it is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the Contract, and that it has been engaged in and now does such work and represents that it is fully equipped, competent, and capable of performing the work and is ready and willing to perform such work.

The Contractor agrees further to begin work not later than the date indicated on the formal Notice to Proceed and complete the work within the number of days specified in the Notice to Proceed or as extended in accordance with the General Provisions of the Contract.



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## 26. WARRANTY OF NON-SOLICITATION

The Contractor expressly warrants that it nor any of its officers, agents, or employees has employed no person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that it nor any of its officers, agents or employees has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that it nor any of its officers, agents or employees has not, in estimating the contract price demanded by it included any sum by reason of such brokerage, commission or percentage; and that all monies payable to it hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract.

Breach of the warranty shall give the Government the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

## 27. DAVIS BACON ACT

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency



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## **28. CERTIFICATION OF EMPLOYMENT**

Contractor hereby agrees that pursuant to 31 V.I.C 236(h) it will hire at least two individuals from the Welfare to Work program administered by the Labor and Human Services Departments.

## **29. 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.

## **30. 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.

## **31. 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.

## **32. CHANGES IN CONSTRUCTION SERVICES**

Any changes in the Construction Services may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order subject to the limitations stated in Addendum II (General Provisions – Construction) and 31 V.I. R.R. §§ 242-32 and 242-33. A Change Order is a written instrument signed by the Government and Contractor stating their agreement upon the change in the Services which are within the Scope of Work, and the amount of the adjustment, if any, in the Contract Sum and Contract Time. Contractor shall have no obligation





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to proceed with changed work without a Change Order executed in accordance with Virgin Islands law.

### **33. INSURANCE**

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **PROFESSIONAL LIABILITY:** Contractor shall provide proof of professional liability for the design services in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

### **34. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

### **35. PAYMENT AND PERFORMANCE BOND**

Contractor shall maintain payment and performance bonds in a form acceptable to the Government at no less than one hundred percent (100%) of the Contract price.



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

**GOVERNMENT OF THE VIRGIN ISLANDS**

*Dionne Wells Hedrington*

Dionne Wells Hedrington, Ed.D Commissioner  
Department of Education

09/19/2024  
Date

*Lisa M. Alejandro*  
Lisa M. Alejandro, Commissioner  
Department of Property and Procurement

9/23/2024  
Date

**CONTRACTOR**

*Franklyn Victor*

Franklyn Victor, Sole Managing Member  
Rumina Construction, LLC

09/16/2024  
Date

(Corporate seal, if Contractor is a corporation)

APPROVED:

*Honorable Albert Bryan Jr.*

Honorable Albert Bryan Jr.  
GOVERNOR OF THE U.S. VIRGIN ISLANDS

Date: 9/23/24

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:

*Jan SA Content, Esq*  
DEPT. OF JUSTICE - VIRGIN ISLANDS

Date 9/26/24

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

Contract No. P079DOET24  
RFP No. BD-24-400-4001-368

Contractor Initials: f.v