



OPCMR

**AMENDMENT No. 3  
PROFESSIONAL SERVICES CONTRACT**

**THIS AMENDMENT** made as of the 26th day of January, 2026 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 HUMAN SERVICES** (hereinafter referred to as “**Government**”) and **CPH Consulting, LLC f/k/a CPH, Inc.** whose address is 500 west Fulton Street, Sanford, Florida 32771 (hereinafter referred to as “**Contractor**”).

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

**WITNESSETH**

**WHEREAS**, pursuant to Contract No. P081DHST22, approved by the Governor on April 6, 2022, and its Amendment No. I Contract No. P179DHST22, approved by the Governor on September 29, 2022, as renewed by Renewal Option No. I, approved by the Commissioner of the Department of Property and Procurement on May 24, 2024, and its Amendment No. 2 which was approved by the Governor on April 3, 2025 (which constitute and are hereinafter referred to as the "Contract"), the Government contracted with Contractor to provide architectural and engineering services for eight identified Head Start sites; and

**WHEREAS**, the Contract expires pursuant to its terms on **January 31, 2026**; and

**WHEREAS**, the parties desire to amend the Contract, to (1) extend the expiration date of the Contract to December 31, 2026; (2) increase the inspection and supervision costs for up to seven (7) months for sites in 2nd Amended Addendum II; and (4) increase the overall compensation for the additional inspection and supervision work by the amount of Three Hundred Nineteen Thousand Dollars and Zero Cents (\$319,000.00).

**NOW THEREFORE**, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. The Contract, is hereby amended and its term extended by eleven (11) months by deleting all existing language contained in Paragraph 2 and replacing it with language as follows:

“The Term of this Contract shall be from April 6, 2022, to December 31, 2026. Upon the execution of this Contract by the Governor of the U.S. Virgin Islands, this Contract shall be effective for the Term set out herein. The Government in its sole discretion will have



OPCMR

the option to renew this Contract for one (1) additional period of one (1) year upon the same terms by providing the Contractor with sixty (60) days written notice of the Government's election to renew the Contract."

2. Paragraph No. 3 – Compensation is hereby amended to increase the compensation by Three Hundred Nineteen Thousand Dollars and Zero Cents (\$319,000.00) for a total amount not to exceed Five Million Seventy-Three Thousand Four Hundred Seventy-Six Dollars and Ninety-One Cents (\$5,073,476.91) by deleting all of the existing language contained therein and replacing it with new language as follows:

"The Government, in consideration of the satisfactory performance of the services described in 1st Amended Addendum I (1st Amended Scope of Services) agrees to pay Contractor the sum not to exceed Five Million Seventy-Three Thousand Four Hundred Seventy-Six Dollars and Ninety-One Cents (\$5,073,476.91) in accordance with the provisions set forth in 3rd Amended Addendum II (3rd Amended Compensation) attached hereto and made a part of this Contract."

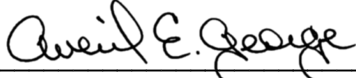
3. 2<sup>nd</sup> Amended Addendum II (2<sup>nd</sup> Amended Compensation) is amended by deleting it in its entirety and replacing it with 3<sup>rd</sup> Amended Addendum II (3<sup>rd</sup> Amended Compensation), attached hereto and made part of hereof.
4. This Amendment is subject to the approval of the Governor of the Virgin Islands and to the appropriation and availability of funds.
5. Except as expressly amended in this Amendment, all terms of the Contract, Amendment No. 1 and Amendment No. 2 remain in full force and effect.

**6. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**


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

The Parties have hereunto set their hands on the day, and year as set forth below.

**GOVERNMENT OF THE VIRGIN ISLANDS**

  
Averil E. George, Commissioner  
Department of Human Services

Date: 12/12/25

  
Lisa M. Alejandro, Commissioner

Date: 01/20/2026

Contract No. PO-24-720-7201-710

Initials: 



Department of Property & Procurement



OPCMR

**CONTRACTOR**

\_\_\_\_\_  
Carlos M. Sanchez, Authorized Member  
CPH Consulting, LLC f/k/a CPH, Inc.

Date: 11/13/2025

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: \_\_\_\_\_

Assistant Attorney General

Date 01/23/2026

APPROVED:

**Honorable Albert Bryan Jr.**  
GOVERNOR OF THE VIRGIN ISLANDS

Date: 01/26/2026

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

Contract No. PO-24-720-7201-710

Initials:



OPCMR

**AMENDMENT No. 2  
PROFESSIONAL SERVICES CONTRACT**

**THIS AMENDMENT** made as of the 3rd day of April, 2025 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 HUMAN SERVICES** (hereinafter referred to as “**Government**”) and **CPH Consulting, LLC f/k/a CPH, Inc.** whose address is 500 West Fulton Street, Sanford, Florida 32771 (hereinafter referred to as “**Contractor**”).

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

**WITNESSETH**

**WHEREAS**, pursuant to Contract No. P081DHST22, approved by the Governor on April 6, 2022, and its Amendment No. 1 Contract No. P179DHST22, approved by the Governor on September 29, 2022, as renewed by Renewal Option No. 1, approved by the Commissioner of the Department of Property and Procurement on May 24, 2024 (which constitute and are hereinafter referred to as the “Contract”), the Government contracted with Contractor to provide architectural and engineering services for eight identified Head Start sites; and

**WHEREAS**, the Contract expires pursuant to its terms on April 5, 2025; and

**WHEREAS**, the parties desire to amend the Contract, to (1) extend the expiration date of the Contract to January 31, 2026; (2) delete certain cost items from 1<sup>st</sup> Amended Addendum II (1<sup>st</sup> Amended Compensation) totaling Three Hundred Fifty-Eight Thousand Dollars and Zero Cents (\$358,000.00) to account for the removal of certain services for the Charles H. Emmanuel and Tabor and Harmony sites; (3) increase the inspection and supervision costs for six (6) sites in 1<sup>st</sup> Amended Addendum II; and (4) increase the overall compensation for the additional inspection and supervision work.

**NOW THEREFORE**, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. The Contract, is hereby amended and its term extended by deleting all existing language contained in Paragraph 2 and replacing it with language as follows:

“The Term of this Contract shall be from April 6, 2022, to January 31, 2026. Upon the execution of this Contract by the Governor of the U.S. Virgin Islands, this Contract shall be effective for the Term set out herein. The Government in its sole discretion will have the option to renew this Contract for one (1) additional period of one (1) year upon the



## OPCMR

same terms by providing the Contractor with sixty (60) days written notice of the Government's election to renew the Contract."

2. Paragraph No. 3 – Compensation is hereby amended to increase the maximum payable compensation to an amount not to exceed Four Million Seven Hundred Fifty-Four Thousand Four Hundred Seventy-Six Dollars and Ninety-One Cents (\$4,754,476.91) by deleting all of the existing language contained therein and replacing it with new language as follows:

"The Government, in consideration of the satisfactory performance of the services described in 1<sup>st</sup> Amended Addendum I (1<sup>st</sup> Amended Scope of Services) agrees to pay Contractor the sum not to exceed **Four Million Seven Hundred Fifty-Four Thousand Four Hundred Seventy-Six Dollars and Ninety-One Cents (\$4,754,476.91)** in accordance with the provisions set forth in 2nd Amended Addendum II (2nd Amended Compensation) attached hereto and made a part of this Contract."

3. 1<sup>st</sup> Amended Addendum I (1<sup>st</sup> Amended Compensation) is amended by deleting it in its entirety and replacing it with 2<sup>nd</sup> Amended Addendum II (2<sup>nd</sup> Amended Compensation), attached hereto and made a part hereof.
4. This Amendment is subject to the approval of the Governor of the Virgin Islands and to the appropriation and availability of funds.
5. Except as expressly amended in this Amendment, all terms of the Contract and Amendment No. 1 remain in full force and effect.

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

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

**[INTENTIONALLY LET BLANK – SIGNATURE FOLLOW]**



OPCMR

The Parties have hereunto set their hands on the day and year as set forth below.

**GOVERNMENT OF THE VIRGIN ISLANDS**

Averil E. George, Commissioner  
Department of Human Services

Date: 04/03/25

Lisa M. Alejandro, Commissioner  
Department of Property & Procurement

Date: 04/03/2025

**CONTRACTOR**

Carlos M. Sanchez, Authorized Member  
CPH Consulting, LLC f/k/a CPH, Inc.

Date: 4/2/2025

**APPROVED AS TO LEGAL SUFFICIENCY**

DEPARTMENT OF JUSTICE BY:

Assistant Attorney General

Date

4/3/2025

**APPROVED:**

Albert Bryan Jr.  
GOVERNOR OF THE VIRGIN ISLANDS

Date:

4/3/25

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



OPCMR

**EXERCISE OF RENEWAL OPTION**  
**GOVERNMENT OF**  
**THE UNITED STATES VIRGIN ISLANDS**  
**DEPARTMENT OF PROPERTY & PROCUREMENT**

CONTRACT NO.: P081DHST22 and P179DHST22, Amendment 1

DATED: April 6, 2022, and September 29, 2022

**EXERCISE OF RENEWAL OPTION # 1**

Contractor	Description of Scope of Work/Services
CPH, Inc 950 Ave. Ponce de Leon San Juan, PR 00907	Provide Architectural and Engineering services for the preparation of detailed design and construction drawings for major renovations to eight (8) Head Start facilities.


Pursuant to the renewal option provision of Contract No. **P081DHST22 and P179DHST22, Amendment 1**, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Human Services exercises its option to renew and does hereby renew the aforementioned Contract for the period **April 6, 2024, to April 5, 2025**, to, at the stipulated cost therein.

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. A facsimile, electronic or digital signature on this form shall be deemed an original and binding on the Parties hereto.


Please acknowledge receipt and acceptance hereby signing and returning the original to:

The Department of Human Services  
1303 Knud Hansen  
St. Thomas, U.S. Virgin Islands 00802

ACKNOWLEDGMENT & ACCEPTANCE:

  
Carlos Sanchez, Vice President  
CPH, Inc.

Date: 3/01/2024

  
Lisa M. Alejandro, Commissioner  
Department of Property & Procurement

GOVERNMENT OF THE VIRGIN ISLANDS

  
Averil E. George, Commissioner Designee  
Department of Human Services

Date: 03/26/24

Date: 5/24/2024

Renewal Option to P081DHST22-Amended by P179DHST22

Approved per Section 7b of Executive Order No. 477-2016  
Resubmitted 5/17/2024



OPCMR

**AMENDMENT No. 1 OF 1  
PROFESSIONAL SERVICES CONTRACT**

**THIS AMENDMENT** made as of the 29th day of September, 2022 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 Human Services (DHS) (hereinafter referred to as “Government”) and CPH, Inc. (hereinafter referred to as “Contractor”).

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

**WITNESSETH**

**WHEREAS**, pursuant to Contract No. P081DHST22 approved by the Governor on April 6, 2022, (which constitutes and is hereinafter referred to as the “Contract”), the Government contracted with Contractor to provide architectural and engineering services for eight Head Start sites; and

**WHEREAS**, the Contract expires pursuant to its terms on April 5, 2024; and

**WHEREAS**, the parties desire to amend the Contract, to change the Scope of Services in Addendum I to include lead and asbestos testing for three of the sites, and to increase the compensation by Fifty-Four Thousand and 00/100 Dollars (\$54,000.00).

**NOW THEREFORE**, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. Paragraph No. 3 – Compensation is hereby amended to increase the compensation by Fifty-Four Thousand and 00/100 Dollars (\$54,000.00) for a total amount not to exceed Three Million, Seven Hundred Forty-Eight Thousand, Four Hundred Seventy-Six and 91/100 Dollars (\$3,748,476.91) by deleting all of the existing language contained therein and replacing it with new language as follows:

“The Government, in consideration of the satisfactory performance of the services described in 1<sup>st</sup> Amended Addendum I (1<sup>st</sup> Amended Scope of Services) agrees to pay Contractor a sum not to exceed Three Million, Seven Hundred Forty-Eight Thousand, Four Hundred Seventy-Six and 91/100 Dollars (\$3,748,476.91) in accordance with the provisions set forth in 1<sup>st</sup> Amended Addendum II (1<sup>st</sup> Amended Compensation) attached hereto and made a part of this Contract.”



OPCMR

2. Addenda I and II of the Contract are revised by deleting all terms contained therein and inserting in lieu thereof all of the terms contained in the new 1<sup>st</sup> Amended Addenda I and II attached hereto as "Amendment Exhibit A."
3. This Amendment is subject to the approval of the Governor of the Virgin Islands and to the appropriation and availability of funds.
4. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.

**5. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES**

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

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

**WITNESSES**

**GOVERNMENT OF THE VIRGIN ISLANDS**

Kimberley Causey-Gomez, Commissioner  
Department of Human Services

08/15/2022  
Date

Anthony D. Thomas, Commissioner  
Department of Property & Procurement

8/16/2022  
Date

**CONTRACTOR**

Carlos Sanchez, Vice President  
CPH, Inc.

8/15/2022  
Date



OPCMR

APPROVED:

Honorable Albert Bryan Jr.  
GOVERNOR OF THE VIRGIN ISLANDS

Date: 9/29/22

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: Michael R... Date 8 / 18 / 2022  
Assistant Attorney General

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

Contract No. P179DHST22

Initials



OPCMR

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this 6th day of April, 2022, 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 Human Services (DHS)** (hereinafter referred to as "Government") and **CPH, Inc.** (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to provide Architectural and Engineering ("A/E") services for the preparation of detailed design and construction drawings for major renovations to eight (8) Head Start facilities, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (8); 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 Services) 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 shall terminate two (2) years thereafter. The Government in its sole discretion, shall have the option to extend this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to extend.

### 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 **Three Million Six Hundred Ninety-Four Thousand Four Hundred Seventy-Six and 91/100 Dollars (3,694,476.91)** and in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.



OPCMR

#### **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. 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 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.

#### **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.



OPCMR

## **10. 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.

## **11. INDEPENDENT CONTRACTOR**

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

## **12. GOVERNING LAW**

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

## **13. WAIVERS AND AMENDMENTS**

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

## **14. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

## **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



OPCMR

secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## **16. CONDITION PRECEDENT**

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

## **17. TERMINATION**

Either party will have the right to terminate this Contract with or without cause thirty (30) days written notice to the other party specifying the date of termination.

## **18. PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable 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. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) day notice.

## **19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

## **20. CONFLICT OF INTEREST**

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government



OPCMR

- 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.

## 21. 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

Anthony D. Thomas  
Commissioner  
Department of Property and Procurement  
8201 Subbase, Suite 4  
St. Thomas Virgin Islands 00802

Kimberley Causey-Gomez  
Commissioner  
Department of Human Services  
1303 Hospital Ground Ste. 1  
St. Thomas, Virgin Islands 00802

### CONTRACTOR

Carlos Sanchez  
Vice President  
CPH, Inc.  
950 Ave. Ponce de Leon  
San Juan, PR 00907



OPCMR

## 22. 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.

## 23. OTHER PROVISIONS

Addenda I, II, and III and Attachment A attached hereto are a part of this Contract and are incorporated herein by reference.

## 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. 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.

## 26. 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.



OPCMR

## 27. 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:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than Three Million Six Hundred Ninety-Four Thousand Four Hundred Seventy-Six and 91/100 Dollars (\$3,694,476.91) 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.

## 28. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

***INTENTIONALLY LEFT BLANK***



OPCMR

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

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Kimberley Causey-Gomez, Commissioner  
Department of Human Services

03/18/2022

Date

Anthony D. Thomas, Commissioner  
Department of Property and Procurement

3/22/2022

Date

CONTRACTOR  
Carlos Sanchez, Vice President  
CPH, Inc.

March, 17, 2022

Date

(Corporate seal, if Contractor is a corporation)



APPROVED:

Honorable Albert Bryan Jr.

GOVERNOR OF THE U.S. VIRGIN ISLANDS

Date: 4/6/2022

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

Assistant Attorney General

Date 3/22/2022

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