

VIRGIN ISLANDS WATER AND POWER AUTHORITY
POST OFFICE BOX 1450
ST. THOMAS, U.S. VIRGIN ISLANDS 00804-1450



**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER
AUTHORITY AND STANLEY CONSULTANTS, INC.**

SC-07-24

The following Contract is a properly negotiated agreement between all parties involved. Any marks, changes, whiteout, or deletions, without the express written authorization from all parties involved, shall make this contract null and void.

This Contract is entered into this 9th day of April, 2024, by and between the Virgin Islands Water and Power Authority (hereinafter the “Authority”), located at mailing address Post Office Box 1450, St. Thomas, U.S. Virgin Islands 00804 and Stanley Consultants, Inc. (hereinafter the “Contractor”), located at 1641 Worthington Rd. Suite 400, West Palm Beach, Florida 33409, to provide the waterline design to replace and update the waterline infrastructure of the 30.6 mile scope of the Northside Highway and surrounding neighborhoods on St. Croix, U.S. Virgin Islands. The Authority and the Contractor shall jointly be referred to as the “Parties”.

WITNESSETH

In consideration of the mutual promises, covenants, and conditions contained herein the Parties hereto, intending to be legally bound, hereby agree as follows:

1.SCOPE OF WORK: The Contractor is responsible for the Scope of Work (hereinafter the “Work”) which, upon notification from the Authority, The Contractor shall provide the waterline design to replace and update the waterline infrastructure of the 30.6 mile scope of the Northside Highway and surrounding neighborhoods (Mon Bijou, Glynn, Richmond – Princess, and Contentment Richmond areas), running approximately from the Melvin Evan’s Highway to King Street/Kongens Gade, to connect to the new 24-inch water main from the Richmond Power Plant, St. Croix, U.S. Virgin Islands. See Exhibits “A” and “B”, attached hereto and incorporated by reference herein. Acting in coordination with other agencies and utilities, Contractor shall identify any potential conflicts that may arise from other planned construction in executing the within project in conjunction with the roadway project, as well as with potential sanitary sewer improvements. Contractor’s services include, but are not limited to:

- a. Stub out to Morningstar, Concordia and Judith’s Fancy and connection to Mon Bijou, Glynn, Richmond-Princess inclusive of Golden Rock, Little Princess, La Grand Princesse, and both Head Start and Good Hope Country Day Schools.
- b. Fire hydrants spaced every 500 feet.
- c. Master meter at each neighborhood connection.
- d. Acoustic access points every 250-ft or as appropriate per manufacturer.
- e. Valves at every intersection plus every thousand feet traversing the main line.
- f. Any necessary air release valves based on existing terrain and designed profile.
- g. 1-inch service connections to the meter for 1-inch for every residential plots/accounts.
- h. 2-inch service connections to the meter for commercial accounts.
- i. Federal consistency environmental review.
- j. Local Permit applications.

- k. Three original sets of permitting plans
 - i. Permit fees to be directly paid by VIWAPA.
- l. Updated WAPA specifications and details relative to the project scope.
- m. Recommended pipeline upgrades determined from the field, topographic and geotechnical surveys.
- n. Verification of existing meter boxes and any relocations of these.

The Work shall be performed in accordance with the requirements contained in the following documents:

1. The Authority's Professional General Contract Terms with Federal Requirements and the Authority's Basic Insurance Requirement dated March 14, 2019, attached hereto and incorporated by reference herein as Appendix "A";
2. The Contractor's Proposal dated November 28, 2023, incorporated by reference herein as Exhibit "A"; and
3. The Contractor's Revised payment schedule dated October 10, 2023, incorporated by reference herein as Exhibit "B".

2. TERM: This Contract shall take effect in accordance with the commencement date as agreed upon by the Parties and contained in the written Notice to Proceed (hereinafter "Effective Date"). Once the 'Scope of Work' has commenced based on the dates included in the Notice to Proceed, the work shall not surpass the effective termination date of the contract, which is thirteen (13) months from the effective date in the Notice to Proceed.

3. CONSIDERATION: In Consideration of the Contractor's performance of the Work, the Authority shall pay the Contractor the total sum of Six Million Four Hundred Fifty Thousand Dollars and Zero Cents (\$6,450,000.00). The Consideration shall be based upon the rates outlined in the Contractor's Proposal, dated July 13, 2023, identified

as Exhibit "A". Gross receipt taxes, corporate taxes, income taxes, and all other taxes, duties, import fees, vehicle registration fees or other taxes resulting from this project will be the responsibility of Contractor.

4. TERMS OF PAYMENT: All invoices shall be submitted electronically to the Project Coordinator. Invoices should also be submitted to the Grants Management Department at grantsmanagement@viwapa.vi. Invoicing shall be submitted upon completion of milestones met for each Phase to both the assigned WAPA project manager and Accounts Payable: accountspayable@viwapa.vi. All invoices will be based upon thirty (30) days payment terms of approval of the invoices. Payments shall be made on a progress billing and payment method, after review and approval by the Authority's Project Coordinator, in accordance with the below payment schedule:

• Mobilization:	\$2,580,000.00
• Preliminary Engineering Study	\$ 340,294.00
• Topographical Survey	\$ 560,000.00
• Water Meter Data Collection	\$ 320,000.00
• Geotechnical Investigation	\$ 280,000.00
• Conceptual Design Documentation (30% Design Sub.)	\$ 910,272.00
• Environmental Services	\$ 49,220.00
• Intermediate Design Documentation (70% Design Sub.)	\$ 665,195.00
• Final Design Documentation (100% Design Sub.)	\$ 585,372.00
• Bid Support Services	\$
	159,647.00

TOTAL CONSIDERATION \$6,450,000.00

***Note: A ten percent (10%) retainage shall be withheld from each progress payment and shall be released to the Contractor upon final acceptance of the Work.**

5. GROSS RECEIPT TAXES: It is agreed between the Parties that for the purposes of complying with Title 33, Section 44 of the Virgin Islands Code, the Authority shall withhold and forward to the Bureau of Internal Revenue the sum of Three Hundred

Twenty-Two and Five Hundred Dollars and Zero Cents (\$322,500.00) or such amount as required by any changes to the law at 33 VIC Section 43(a). The Contractor agrees that calculation of gross receipts taxes shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any manner for miscalculation of the gross receipts due under this contract or for any additional assessments by the Bureau of Internal Revenue resulting from work performed under this contract.

In the event the contract is amended, and the consideration herein increases, the appropriate amount of Gross Receipt Taxes to reflect the increase in the consideration will be deducted.

5. BUSINESS LICENSE: The Contractor and, if applicable, any of its sub-contractors, must comply with all U.S. Virgin Islands laws with respect to licensing which must be obtained in connection with its business operation(s). The Contractor and all subcontractors hired in connection with this scope of work shall obtain all necessary and applicable business license(s) and present copies to the Authority at the time of Contract execution. Failure to present copies of license(s) shall be grounds to consider the Contract as void or the Authority may terminate this agreement if the Contractor is provided additional time to secure its license and fails to do so in a timely manner.

6. RELIANCE: The Contractor's representations of its ability to perform the Work with skilled and competent personnel are a substantial and material condition of this Contract. The Contractor agrees, or is otherwise aware, that the Authority shall rely on all the representations in its correspondence as incorporated in its submitted document attached hereto as Exhibit "A".

7. COMPLIANCE WITH DAVIS-BACON ACT: The Contractor shall comply with the Davis-Bacon and Related Acts (DBRA) as found in the Code of Federal Regulations (Title 29 CFR, parts 1,3,5,6 and 7). Per the DBRA, the Contractor and its subcontractors performing services under this Contract on federal contracts shall pay not less than the prevailing wage rates and fringe benefits listed in the Davis-Bacon Wage Rate Determination for corresponding classes of laborers and mechanics employed on similar projects in the area.

8. INDEMNIFICATION: If the Authority is entitled to defense and indemnification under this Agreement and the Contractor fails, after notice and reasonable opportunity, to assume the defense of such claim, the Authority may at the expense of the Contractor contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim and Contractor shall upon demand promptly reimburse the Authority for all defense and settlement costs. For clarity, the Authority acknowledges that the Contractor is not responsible for indemnification of any claim by Tantalus.

9. ENVIRONMENTAL RESPONSIBILITY: The Contractor shall, in the performance of the Scope of Work referenced herein, comply with all applicable rules, regulations, and guidelines issued by the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the V.I. Department of Planning and Natural Resources (DPNR), and all other federal and territorial regulatory agencies. The Contractor shall indemnify the Authority for any and all fines that may be assessed against it as a result of the Contractor's failure to adhere to the laws, regulations and directives of the federal and territorial regulatory agencies; and it shall furthermore pay all costs, expenses, and attorney's fees reasonably incurred in connection therewith.

10. SAFETY PRECAUTIONS: The Contractor shall be responsible for initiating and maintaining safety precautions and programs and supervising its personnel to ensure the safe performance of the Work. The Contractor shall, furthermore, provide all its personnel with sufficient and appropriate safety devices. However, to clarify, since Contractor is not the entity responsible for construction, Contractor shall have no responsibility for construction means or methods, site safety, site security, or otherwise any responsibility beyond its own personnel.

The Contractor shall ensure that the services provided, and the products, equipment, and materials furnished and/or utilized are in strict compliance with any and/or all applicable codes and standards regulating its activities, including, but not limited to the following:

1. EPA- Environmental Protection Agency
2. OSHA – Occupational Safety and Health Administration

The Contractor shall also comply with any and all applicable U.S. Virgin Islands' fire, health, environmental and public safety codes.

11. DESIGNATED PERSONNEL: The Parties reserve the right to designate personnel to provide information and to coordinate the Work between the Parties.

The Authority designates the following:

Kwame Simmons
Project Manager
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450
(340) 773-2250, ext. 3104
kwame.simmons@viwapa.vi

The Contractor designates the following individual in the following capacity:

Michael Penn, PE
Client Service Manager Stanley
consultants, Inc.
1641 Worthington Road Ste. 400 West
Palm Beach, FL 33409
(561) 689-7444
penmmichael@stanleygroup.com

12. PROFESSIONAL STANDARDS: The Contractor shall observe and maintain the professional standards and good practices applicable to its profession and to contractors doing business in the U.S. Virgin Islands.

13. LIABILITY OF OTHERS: Nothing in this Contract shall be construed to impose any liability against the Authority to persons, firms, associations, or corporations engaged by the Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority 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 employment insurance and social security taxes for Contractor, its servants, agents, employees, or independent contractors. Neither party shall be liable to the other for any special, indirect, consequential, or punitive damages of any kind arising out of this Contract.

14. COMPLIANCE WITH OTHER LAWS: The Parties to this agreement shall comply with all applicable laws, rules, regulations and public policies that prohibit unethical conduct regarding the obtaining, retention or conduct of business or an unfair advantage (“Laws”). The Parties shall not directly or indirectly give, offer, promise, authorize, or allow to be given, offered, or promised, anything of value to an official or employee of any government, state-owned enterprise, international organization including subdivisions thereof or entities acting on behalf of a government, state-owned enterprise, international organization or subdivision thereof (any such employee or official referred to collectively as “Official”), while knowing or having reason to

know that such thing of value is to be given, offered, or promised to an Official (including political parties or officials thereof or candidates for foreign office) in order to: (i) influence any officials thereof, or (ii) induce such Official to use this influence to affect or influence any act or decision of any government (or any subdivision thereof), or (iii) assist the Parties in obtaining or retaining business, or in directing business to any person or obtain an unfair advantage for the Parties in any respect.

Should any Party violate any of the Laws then: (i) the other Party(s) shall have the right to immediately terminate the Agreement for cause; (ii) the other Party(s) shall have a right of action against the offending Party in breach of such laws; and (iii) the offending Party shall indemnify the other Party(s) for any penalty, loss or expenses incurred by the other Party(s) as a result of the offending Party's breach of any of its obligations under this Section.

15. INDEPENDENT CONTRACTORS: It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

16. FORCE MAJEURE: Notwithstanding anything to the contrary contained herein, Contractor shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terroristic acts, shortage of supply, labor difficulties, war, or civil unrest.

17. INSURANCE: The Contractor shall, at its expense, before any Work is commenced, cause to be issued and maintained until sixty (60) days after acceptance of the Work, insurance as described in the Authority's Professional General Contract Terms with Federal Requirements dated March 14, 2019. A copy of the insurance certificate must be presented to the Authority's Contracting officer at contract execution.

18. CONTRACT DOCUMENTS: The Contractor shall perform and complete the Work in accordance with the Contract. The "Contract Documents" include Appendix "A" and Exhibit "A" as listed in Paragraph 1 above and incorporated fully by reference herein. In the event of any conflict, the terms of this Contract shall govern.

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 the contracted services on account of race, creed, color, sex, religion, disability, or national origin.

20. GENERAL CONTRACT TERMS: This Contract is subject to the Authority's Professional General Contract Terms with Federal Requirements attached hereto and made a part hereof as Appendix "A".

21. CHANGE ORDERS/ADDITIONAL SERVICES: The Contracting Officer must approve in writing all change orders or requests for additional services. In the absence of such written approval, the Authority shall not be liable for the payment of any services performed outside of the scope of the Contract.

22. CHOICE OF LAW: This Contract shall be governed by and construed in accordance with the laws of the United States Virgin Islands without regard to applicable principles of conflicts of law. Each of the Parties hereto irrevocably consents to the

exclusive jurisdiction of any federal or state court located within the United States Virgin Islands, in connection with any matter based upon or arising out of this Contract or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the United States Virgin Islands for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.

23. 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 or by 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.

24. 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 received via e mail, addressed to the Parties as follows:

The Authority: Andrew L. Smith
 Executive Director (CEO)
 V.I. Water and Power Authority
 P.O. Box 1450
 St. Thomas, U.S. Virgin Islands 00804
 andrew.smith@viwapa.vi

Copy to: Office of the General Counsel
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
legaldepartment@viwapa.vi

The Contractor: Greg Eldridge
Chief Operating Officer
Stanley Consultants, Inc. 1641
Worthington Road West Palm
Beach, FL 33409 303-799-6806
eldridgegreg@stanleygroup.com

25. DEBARMENT CERTIFICATION: By execution of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish it subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Contractor or 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 Virgin Islands Water and Power Authority for any payment (s) heretofore made. Contractor understands that the Authority will not release any funds until Contractor's SAMs number has been provided to the Authority and the Authority has verified Contractor's debarment status.

26. COUNTERPARTS: Contract may be executed in two or more counterparts, each of which together shall be deemed an original and the same instrument, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

27. SURVIVAL: The following sections of this Contract will survive the termination or expiration of this Contract and will remain in effect until fulfilled:

- Clause 3: Consideration
- Clause 8: Indemnification
- Clause 18: Contract Documents
- Clause 22: Choice of Law

28. SEVERABILITY CLAUSE: Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

29. ENTIRE AGREEMENT: This Contract and the Contract Documents constitute the entire agreement of the Parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract are merged herein.

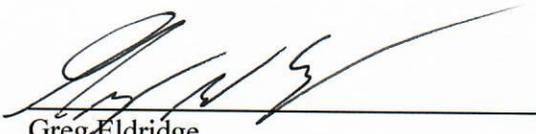
Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day, month and year first above-written.

STANLEY CONSULTANTS, INC.



WITNESS
Todd Nicoll
Vice President

By: 

Greg Eldridge
Chief Operating Officer

V.I. WATER & POWER AUTHORITY

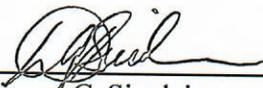


WITNESS

By: 

Andrew L. Smith
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:



Dionne G. Sinclair
General Counsel

Attachments