

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



**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY
AND CARITECH GROUP, LLC.**

Contract No. SC-21-26

The proceeding Contract is a properly negotiated agreement between all parties involved. Any marks, changes, white out, or deletions without the expressed written permission from all parties involved shall make this contract null and void.

This Contract (hereinafter the "Contract") entered into this 8th day of June, 2026 by and between **CARITECH GROUP, LLC**, located at P.O. 5018, St. Thomas, USVI 00851 (hereinafter referred to as "Contractor") and the V.I. WATER AND POWER AUTHORITY, located at P.O. Box 5018, Kingshill, St. Croix, V.I. 00851 (hereinafter referred to as the "Authority") for the design of Sarah Hill Waterline Design Project, St. Thomas U.S. Virgin Islands. The Authority and Contractor shall hereinafter be jointly 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. 1.SCOPE OF WORK/WORK: The Contractor shall design a water system that will result in the replacement of approximately +/- 4,900 linear ft. of 24-inch, 5,250 linear feet of 18-inch, and 200 linear feet of 10-inch ductile iron waterline with C-900 PVC pipe, including all necessary fittings and appurtenances. The new pipeline will connect the Subbase area to Nisky and from Cancryn to Sarah Hill. The Work shall conform to the Authority's Professional General Contract Terms with Federal Requirements, attached

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hereto as Appendix "A" and the Contractor's Scope of Work, attached hereto as Exhibit "I".

Specifically, Contractor shall provide the following but not limited to:

- A. Topographic Survey Work:
 - Topography and Base Maps
 - Survey of Pipe Route
 - Detailed As-Built Survey of Pipe Route
 - Above Ground Appurtenances
- B. GPR Survey Work:
 - Two longitudinal Scans -one at center of each road lane
 - One lateral Scan across roadway
 - Underground Utilities Location
 - Locate all objects to 6 feet Deep-scan to 10 ft for drain struct.
- C. Subsurface Soil Research & Investigation -limited
 - Limited Gotechnical Investigation-Soil borings Program Ten (10) borings at 1000 ft interval and a max depth of 10ft
- D. Coordination Meetings with Utility companies
 - Coordination with utility companies
- E. Piping Design
 - Generation of Engineering Drawings
 - Generation of BID Docs and Contract Specs
 - Estimation of Cost of Construction
 - Field Inspection of Design
 - Output (print-outs)
- F. Environmental & Construction Permits
 - Federal Consistency Determination (FCD) Application
 - DPW Excavation Permit Application
 - DPNR FHP Application
 - DPNR Building & Plumbing Permit Application
- G. Generation of Monthly Status Reports
 - Status Reports

2. CONSIDERATION: In consideration of the Contractor's performance of the Work, the Authority shall pay to Contractor an amount not to exceed **Three Hundred Twenty-Eight Thousand Nine Hundred Forty Dollars and 15/100 (\$328,940.15)**. This



Contract is a requirements contract under which Contractor agrees, subject to the terms of this Contract, to provide the Work as and when required by the Authority. The Authority shall purchase and pay only for the Work actually requested and completed, with no obligation to remit the full approved contract value. The Contractor shall charge the Authority for the Work in accordance with the Payment Schedule as indicated in Section 4 of this Contract.

The Consideration herein shall be for all Work performed by the Contractor pursuant to this Contract. Payment of any taxes, duties, customs, excise, or other fees shall be the sole responsibility of the Contractor. Unless otherwise authorized by law, the Authority shall not be responsible in any way for any taxes, customs, duties, excise, or other fees.

3. TERMS/PROGRESS REPORTS: This Contract shall take effect upon full execution ("Effective Date"). Once the 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 three (3) months from the effective date.

4. TERMS OF PAYMENT: All invoices shall be submitted electronically to the Project Manager, with a copy to Accounts Payable at accountspayable@viwapa.vi and Grants Management at grantsmanagement@viwapa.vi. Invoicing shall be submitted monthly for work completed that month. All invoices will be based upon a thirty (30) day payment term of approval. Payments shall be made on a progress billing and payment method, after review and approval by the Authority's Project Manager, in accordance with the payment schedule below:

CONTRACTOR'S MILESTONE SCHEDULE



A. Mobilization	\$ 32,894.00 (10%)
B. Information Gathering & Conceptual Design	\$ 98,682.05 (30%)

C. Preliminary Design (70% design complete)	\$ 98,682.05 (30%)
D. Final Design Completion (100% complete)	<u>\$ 98,682.05 (30%)</u>
TOTAL CONSIDERATION	\$ 328,940.15

5. GROSS RECEIPTS: Title 33, Section 44 of the Virgin Islands Code, as amended, requires the Authority when making a payment under this Contract, to deduct and withhold from such payments, gross receipts taxes as required by law pursuant to 33 V.I.C. § 43(a) for each payment for Work performed in the Virgin Islands. Notwithstanding any other provisions of this Contract to the contrary, 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 or such amount as required by any changes to the law at 33 V.I.C. §43(a). Despite the requirements under Title 33, Section 44, the Contractor agrees that calculation of gross receipts taxes shall be the sole responsibility of the Contractor. The amount of gross receipts to be withheld shall be **\$16,447.00**. The Authority shall not be responsible in any manner for the 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.

6. BUSINESS LICENSE: Contractor must comply with all Virgin Islands' laws with respect to licensing which must be obtained in connection with its business operation(s).



All necessary and applicable license(s) shall be obtained by the Contractor and copies presented at the time of contract execution. Failure by Contractor to present its license(s) at the time of execution of the contract by the Contractor may, at the sole option of the Authority, be grounds to rescind the Contract award and consider the Contract void.

7. LIQUIDATED DAMAGES: The Authority may assess liquidated damages solely for the Contractor's delay in performing the Work. For each day that performance of the Work extends beyond the specified completion date, for any cause other than excusable causes as defined in Paragraph 13(a) of the Authority's attached General Contract Terms dated March 14, 2019 with Federal Requirements, incorporated by reference herein as Appendix "A"; the Contractor and his sureties shall be liable to the Authority and shall be assessed liquidated damages in the amount of **One Thousand Dollars and 00/100 (\$1,000.00)** a day subject to a maximum of liquidated damages not to exceed **Ten Percent (10%)** of the total consideration stated herein.

Liquidated damages shall be the Authority's exclusive remedy for delay damages unless the Authority elects, in its sole discretion, to waive liquidated damages and pursue actual damages incurred as a result of such delays.

8. INDEMNIFICATION: The Authority is entitled to indemnification in accordance with Section 15 of the Authority's Professional General Contract Terms with Federal Requirements, dated March 14, 2019, which is attached hereto and fully incorporated by reference herein as Appendix "A." If the Contractor fails, after notice and reasonable opportunity, to assume the defense of any 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.

9. INSURANCE: The Contractor shall, at its expense, before any Work is commenced, cause to be issued and maintained throughout the duration of the Term, 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.

10. DESIGNATED PERSONNEL: The Authority reserves the right to designate personnel to provide information and to coordinate the Work with the Contractor. The Authority shall designate the following individual in the following capacity:

Project Manager
La'Ron Henry
Mechanical Engineer
Virgin Islands Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450
Laron.henry@viwapa.vi
(340) 513-7279

The Contractor designates the following individual in the following capacity:

Project Manager
Eric Douglas
Caritech Group, LLC
P.O. Box 5018
Kingshill, St. Croix, VI 00850
caritechgroup@gmail.com
(340)-690-9533

11. CHANGE ORDERS: All change orders or requests for additional services, must be approved in writing by the Authority's Contracting Officer. In the absence of such written approval, Contractor shall be liable for any changes in the Work not in conformance with this Contract.



12. 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 the submitted documents attached hereto as Exhibits "I".

13. OWNERSHIP AND USE OF DOCUMENTS: All documents and data, written or otherwise generated by Contractor under the Contract including original drawings, estimates, reports, specifications, calculations, field notes, data, etc., and work product are to become the property of and shall be delivered to the Authority. Contractor shall retain one reproducible copy of these documents generated by the Contractor. Notwithstanding anything to the contrary, Contractor is and will remain the exclusive owner of all of Contractor's proprietary software and intellectual property owned by or licensed to Contractor prior to the Effective Date or created or developed outside the scope of this Contract, including all additions, enhancements, and derivatives thereto.

14. FORCE MAJEURE: Notwithstanding anything to the contrary contained herein, the Contractor shall not be liable for delays or failures in performance caused solely by events beyond its reasonable control, including but not limited to acts of God, war, civil unrest, pandemics, or terroristic acts, provided that such events directly and demonstrably prevent the Contractor's performance under this Agreement.

The Contractor shall provide written notice to the Authority within five (5) business days of the occurrence of any event it believes constitutes Force Majeure. This notice must include a detailed description of the event, its anticipated impact on performance, and the expected duration of the delay.



The Contractor shall use commercially reasonable efforts to mitigate the effects of the Force Majeure event and resume performance as soon as practicable. If the Force Majeure event continues for more than thirty (30) consecutive calendar days, the Authority may, at its sole discretion, terminate or suspend the Agreement without penalty.

The Contractor's financial obligations, including payment of retainage or penalties for prior non-performance, shall not be excused by Force Majeure unless explicitly agreed to in writing by the Authority.

15. 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.

16. 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.

17. 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.

18. PRESENTATION OF COMPLIANCE WITH THE LAW: The Parties hereto represent and warrant that this Contract and its performance do not violate any law, regulation, or policy of the United States Virgin Islands. Any Party hereto shall be relieved of its obligations to perform under this Contract to the extent such performance would violate any law, regulation, or policy of the United States.

19. 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.



20.ASSIGNMENT: The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Authority.

21.CONTRACT DOCUMENTS: The Contractor shall complete Work to be performed in accordance with the Contract documents. The Contract documents include:

1. The Authority's Professional General Contract Terms with Federal Requirements and Insurance Requirements dated March 14, 2019, attached hereto and incorporated by reference herein as Appendix "A";
2. The Authority's Request for Proposal, PR-07-25, April, 2025, attached hereto and incorporated by reference herein as Appendix "B";
3. The Authority's Request for Proposal, PR-07-25, Addendum I, attached hereto and incorporated by reference herein as Appendix "C";
4. The Authority's Request for Proposal, PR-07-25, Addendum II, attached hereto and incorporated by reference herein as Appendix "D";
5. The Authority's Request for Proposal, PR-07-25, Addendum III, attached hereto and incorporated by reference herein as Appendix "E";
4. The Contractor's response to PR-07-25, dated May 30, 2025, attached hereto and incorporated by reference herein as Exhibit "I". The Parties have mutually agreed to amend the original proposal to correct a typographical error found on page three (3), Section "Project Objectives," changing the measurement from 5,280 linear feet to the accurate figure of 5,250 linear feet.

In the event of any inconsistencies between the written agreements comprising the Contract, the matter will be resolved according to the following descending order of precedence: (1) This Contract; (2) the Authority's Professional General Contract Terms with Federal Requirements attached as Appendix "A"; (2) the Authority's Request for Proposal (PR-07-25) attached as Appendix "B"; (3) the Authority's Request for Proposal's (PR-07-25) Addendum I attached as Appendix "C"; (4) the Authority's Request for Proposal's (PR-07-25) Addendum II attached as Appendix



“D”; the Authority’s Request for Proposal’s (PR-07-25) Addendum III attached as Appendix “E” and (4) the Contractor’s Proposal dated May 30, 2025 attached as Exhibit “I”. This Contract and Contract documents constitute the entire agreement between the Parties hereto, and all prior understandings or communication, written or oral, with respect to the subject matter of this Contract are merged herein.

22. PROFESSIONAL GENERAL CONTRACT TERMS: This Contract is subject to the Authority’s General Professional Contract Terms with Federal Requirements hereto and made a part of this Contract as Appendix “A”.

23. CONFLICT OF INTEREST: The Contractor warrants and represents 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 its obligations under the Contract. If any such actual or potential conflict of interest arises under this Contract, the Contractor shall immediately inform the Authority in writing of such conflict. If, in the reasonable judgment of the Authority, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Contract, then the Authority may terminate the Contract immediately upon written notice to Contractor; such termination of the Contract shall be effective upon the receipt of such notice by the Contractor.

24. EMPLOYMENT OF U.S. VIRGIN ISLANDS RESIDENTS: The Contractor shall comply with 24 V.I.C. § 126 which requires the following preference for resident workers (i.e. any person capable of performing services or labor and who is a citizen of the United States or an immigrant alien admitted to the United States for permanent residence under the provision of the Immigration and Nationality Act as amended):



Resident workers shall be given preference in employment in the Virgin Islands in any industry or occupation for which such workers are qualified and available. Nonresident workers shall be employed only to supplement the labor force of available and qualified workers. No resident workers shall suffer any reduction in workweek below 40 hours a week by reason of an employer employing a non-resident worker. No employer shall employ a non-resident worker except in strict accordance with the provisions of this chapter and regulations hereunder. Nothing contained herein shall be construed to interfere with the policy of the Employment Services in canvassing of affiliated state employment services to obtain workers before issuing clearance certification for alien workers.

The Contractor shall comply with requirements of 31 V.I.C. §§ 271 and 272 and Title 24, Chapter 6 (Protection of Resident Workers) and hire Virgin Islands Residents and Resident Workers for work in connection with this Contract. The Contractor shall also ensure that its subcontractor(s) comply with the legal requirement to hire Virgin Islands residents and Resident Workers in connection with this project and shall require such in their contract(s) with their subcontractor(s). Upon request of the Authority, the Contractor shall provide a report and/or information regarding its compliance, and its subcontractor's compliance, with the requirement to hire Virgin Islands Residents and Resident Workers. Before any vacancies are filled with an individual that is not a resident of the Virgin Islands, the Contractor and its subcontractor(s) shall notify the Employment Security Agency of the Virgin Islands Department of Labor in accordance with the requirements of 31 V.I.C. § 272 and 27 V.I.C. §303b.

25. 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, national origin, or disability.

26. DEBARMENT CERTIFICATION: By execution of this construction



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 "LISTS 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 construction contract or any subcontract and that the contractor or subcontractor shall promptly reimburse the Virgin Islands Water & Power Authority for any payment(s) heretofore made.

27. 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.

28. 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:

The Authority: Karl Knight
Executive Director



V.I. Water & Power Authority

P.O. Box 1450

St. Thomas, U.S. Virgin Islands 00804-1450

Karl.knight@viwapa.vi

With Copy To:

Office of the General Counsel

V.I. Water and Power Authority

P.O. Box 1450

St. Thomas, US Virgin Islands 00804-1450

legaldepartment@viwapa.vi

The Contractor:

President

Eric Douglas

Caritech Group, LLC

P.O. Box 5018

Kingshill, St. Croix, VI 00850

caritechgroup@gmail.com

29. COUNTERPARTS: This 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.

30. GOVERNING LAW AND VENUE: The laws of the U. S. Virgin Islands shall govern this Contract. The Parties agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the Virgin Islands. The Parties further agree 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.

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

- Clause 2: Consideration
- Clause 8: Indemnification
- Clause 21: Contract Documents
- Clause 30: Governing Law and Venue

32.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.

33.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 TO FOLLOW



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

CARITECH GROUP, LLC

Bernard Douglas
WITNESS

Eric Douglas 6/5/2026
ERIC DOUGLAS Date
President

V.I. WATER & POWER AUTHORITY:

Claudia Charles
WITNESS

Karl Knight 6/8/2026
KARL KNIGHT Date
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

Chilesa J. Ready 6/2/2026
CHILESA J. READY Date
Deputy General Counsel

Attachments