

VIRGIN ISLANDS WATER AND POWER AUTHORITY
P.O. BOX 1450
ST. THOMAS, VI 00804-1450



**CONTRACT BETWEEN THE V.I. WATER & POWER AUTHORITY
AND ELECTRIC CITIES OF GEORGIA, INC.**

Contract No. SC-02-22

The following 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 is entered into this 16th day of July, 2021 by and between the Virgin Islands Water and Power Authority (hereinafter the "Authority") at mailing address Post Office Box 1450, St. Thomas, U.S. Virgin Islands 00804 and the Electric Cities of Georgia, Inc. (hereinafter called the "Contractor") located at 1470 Riveredge Parkway NW, Atlanta, GA 30328, to provide the Authority with an in-house Power Lineman Training and development program St. Thomas/St. John and St. Croix Districts in the US Virgin Islands.

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/WORK: The Contractor shall provide safety training meetings five (5) months during the Contract year, presenting a collection of safety and training topics specific to the electric utility employee, as scheduled between the Parties, in the US Virgin Islands at the Authority's. Additionally, the Contractor shall provide

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Lineman training classes for the Authority's employees at one of the Contractor's training facilities on the U.S. mainland (referred to as "the Work"). Contractor shall perform the work in accordance with its proposal dated April 14, 2021, attached hereto as Exhibit "A", and the Authority's Professional General Contract Terms attached hereto as Appendix "A".

2. CONSIDERATION: In consideration of the Contractor's performance of the Work, the Authority shall pay to Contractor a sum not to exceed Five Hundred Sixteen Thousand Five Hundred Fifty Dollars and 00/100 (\$516,550.00). In accordance with the Work, payment for services outlined below shall be made in the following manner:


a. Monthly Training and Safety (T&S) Meetings – 64 Lineman at a cost of \$125,000.00.

b. Lineman Class:

➤ Groundman -	\$375 per attendee
➤ Apprenticeship -	\$3,000 per attendee
➤ Advanced Lineman -	\$2,000 per attendee
➤ Meterman Certification-	\$1,600 per attendee
➤ Overhead Hotline School-	\$1,000 per attendee
➤ Underground -	\$375 per attendee
➤ Storm Assessor Certification-	\$375 per attendee

Payment for the services performed is contingent upon approval of the Work by the Authority's Project Manager. Contractor shall submit monthly invoices for services rendered and payments shall be based upon net 30 days. The consideration stated herein shall be for all Work performed by the Contractor pursuant to this Contract. Payment of any taxes shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any way for the direct payment of any of Contractor's taxes.

3. GROSS RECEIPT TAXES: 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 at 33 V.I.C. Section 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. Section 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 to be withheld shall be Twenty-Five Thousand Eight Hundred Twenty-Seven Dollars and 50/100 (\$25,827.50). 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.

4. BUSINESS LICENSE: The Contractor and, if applicable, any of its subcontractors 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

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provided additional time to secure its license and fails to do so in a timely manner.

5. TERM/PROGRESS REPORTS: This Contract shall commence upon full and final execution by the Parties and issuance of a Notice to Proceed from the Authority. The Contract shall terminate one (1) year, from the issuance of the Notice to proceed. The Authority and Contractor may extend, in writing, the term of this agreement.

6. SCHEDULE: The Parties shall mutually agree on the scheduling of the training to be provided to the Authority.

7. 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 General contract Terms with Federal Requirements revised April 7, 2019. A copy of the insurance certificate adding the Authority as a certificate holder and additional insured must be presented to the Authority's Contracting officer at contract execution.

8. DESIGNATED PERSONNEL: The Authority reserves the right to designate personnel to provide information and to coordinate the Work with the Contractor and/or Consultant. The Authority designates the following individual in the following capacity:

Ashley Bryan, Project Manager
V.I. Water and Power Authority
P. O. Box 1450
St. Thomas, VI 00804
(340) 642-7886
Ashley.bryan@viwapa.vi

The Consultant designates the following individual in the following capacity:

Jon Beasley, Director of Training & Safety
Electric Cities of Georgia, Inc.
1470 Riveredge Parkway NW
Atlanta, Georgia 30328
(770) 563-0328

Handwritten signature and initials, likely representing the Consultant's designated individual, Jon Beasley.

jbeasley@ecoga.org

9. **CHANGE ORDERS:** All change orders or requests for additional services, must be approved in writing by the 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.

10. **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

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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.

11. PRESENTATION OF COMPLIANCE WITH LAW: The Parties hereto represent and warrant that this Agreement 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 Agreement to the extent such performance would violate any law, regulation or policy of the United States.


12. CONTRACT DOCUMENTS: 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 dated March 14, 2019, attached hereto and made a part hereof and identified as Appendix "A"; and
2. Contractor's Proposal dated April 14, 2021, attached hereto and made a part hereof and identified as Exhibit "A".

In the event of any conflict among the documents, the provisions of this Contract shall govern, then the provisions of the document first listed above in descending order.

13. 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:	Noel Hodge Interim Executive Director (CEO) V.I. Water & Power Authority P.O. Box 1450 St. Thomas, U.S. Virgin Islands 00804-1450
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: Electric Cities of Georgia, Inc.
ATTN: Ms. Sallie Coleman, Sr. VP & CFO
1470 Riveredge Parkway NW
Atlanta, Georgia 30328
(770) 563-0514 (office)
scoleman@ecoga.org

14. GOVERNING LAW: 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 Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract.

15. PROFESSIONAL GENERAL CONTRACT TERMS: This Contract is subject to the Authority General Professional Contract Terms annexed hereto and made a part of this Contract as Appendix "A". The following provisions of the Authority's General Contract Terms are modified as indicated:

Clause 6 - Delete in its entirety

Clause 9 - Delete Sections 9A(b) and 9B

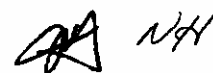
Clause 12 - Clause 1(a) – Delete in its entirety

Clause 21 - Change "State of New York" to "State of Georgia"

Clause 30 - Delete in its entirety

Exhibit I to Professional General Contract Terms – Delete Sections B and C

16. 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

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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.

17. 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.

18. COUNTERPARTS: This Agreement 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.

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

SIGNATURE PAGE TO FOLLOW



ELECTRIC CITIES OF GEORGIA, INC.

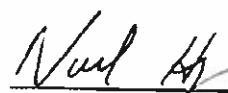

WITNESS


JOHN M. GILES
President

7-13-21
Date


V.I. WATER & POWER AUTHORITY


WITNESS


NOEL HODGE
Interim Executive Director (CEO)

07-16-2021
Date

APPROVED AS TO LEGAL SUFFICIENCY:


Aysha Gregory, Esq.
Deputy General Counsel

Date: July 8, 2021

Attachments