

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- 12-22

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 27 day of January 2021 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 9720, St. Thomas, V.I. 00802 (hereinafter referred to as the "Authority") to design a potable water distribution system in a section of Mahogany Estate, 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.SCOPE OF WORK/WORK: The Contractor shall design a water system that will result in the replacement of approximately +/- 2,700 linear feet (LF) of the bold 6 inch ductile iron pipe with the same size, 6-inch C-900 DR-14 PVC Pipe in a section of Mahogany Estate, St. Thomas, U.S. Virgin Islands, (the "Work"), which shall conform to the Authority's Professional General Contract Terms, attached hereto as Appendix "A" and the Contractor's Scope of Work, attached hereto as Exhibit "A". Specifically, the Contractor

shall provide the following but not limited to:

A. Information Gathering and Conceptual Design:

- Topography and Base Maps
- Survey of Pipe Route
- Ground Penetrating Radar (GPR) Survey of Pipe Route
- Detailed As-Built Survey of Pipe Route
- Utilities Location
- Subsoil Investigation
- Coordination Meeting with other Utilities / Parties
- Hyrdraulic Modeling
- Provide Status Report

B. Preliminary Design – completion of final design:

- Contents of Drawings
 - Arrangements
 - Index
 - Location Map
 - Subsoil Information
 - Datum Plane and Survey Reference Points
 - Waterline Plans
 - Waterline Details
 - Disinfection & Water Treatment System Details
 - Leak Detection System Details
 - Service Connection sand Meter Boxes
 - Fire Protection System
 - Appurtenances and Special Structures
 - All designs shall meet reasonable standards of constructability
 - Traffic Construction Plan is to be developed
 - Construction Phases or Schedule

2. CONSIDERATION: In consideration of the Contractor's performance of the Work, the Authority shall pay to Contractor an amount not to exceed Sixty-Five Thousand Seven Hundred Dollars and 00/100 (\$65,700.00). Payments shall be made on a progress billing and payment method of any completed section or completed sub-section of the Contract

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milestones after review and upon receipt of a Certificate of Approval from Authority's Project Coordinator, as follows:

A. Mobilization	\$ 6,570.00 (10%)
B. Information Gathering and Concept	\$ 19,710.00 (30%)
C. Preliminary Design	\$ 19,710.00 (30%)
D. Design Completion	<u>\$ 19,710.00 (30%)</u>

TOTAL CONSIDERATION	\$ 65,700.00
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The consideration stated herein shall be for all Work performed by the Contractor pursuant to this Contract. Payment of taxes, duties, custom, excise or other fees shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any way for any taxes or other fees.

3.TERMS/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 hundred twenty (120) calendar days after the starting date as contained in the Notice to Proceed issued by the Authority.

To assist the Authority in ascertaining the timeliness of the Contractor's supply of the Work, the Parties shall mutually agree on a specific schedule of interim milestones required for the Work requested by the Authority. The Contractor shall deliver to the Authority's Project Coordinator written progress reports per the schedule stating in detail the progress in the performance of the Work. The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by

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and between the Contractor and the Authority, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the climatic range and usual prevailing conditions in the Virgin Islands.

4.SCHEDULE: The Parties agree that the Sope of Work shall be performed in accordance with the milestone schedule outlined immediately below:

CONTRACTOR'S MILESTONE SCHEDULE

	Milestone Days	Total Days
• Data Collection & Conceptual Design:	21	21
• Preliminary Design:	40	61
• VIWAPA Review:	10	71
• Design Completion:	14	85
• VIWAPA Review:	20	105
• Final Output	5	110
• Contract Close Out	10	120
TOTAL		120 DAYS

5.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.

6.LIQUIDATED DAMAGES: The Authority may assess liquidated damages solely for 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 Clause 10 of the Authority's attached Professional General Contract Terms,

the Contractor shall be liable to the Authority and shall be assessed liquidated damages in the amount of One Hundred Dollars (\$100.00) a day subject to a maximum of liquidated damages not to exceed fifteen percent (15%) of the total consideration stated herein. Liquidated damages shall, at the Authority's discretion, be the sole remedy for delay damages.

7.INDEMNIFICATION: The Authority is entitled to indemnification in accordance with Section 15 of the Authority's Professional General Contract Terms, 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.

8.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, dated March 14, 2019. A copy of the insurance certificate must be presented to the Authority's Contracting Officer at Contract execution.

9.COVID-19 REQUIREMENTS: The Contractor shall, during the pendency of this Contract develop a plan to ensure the health and safety of its workforce during the COVID-19 Pandemic. The Authority recommends the Contractor utilize the CDC referenced guidance documents in the preparation of its plan. At execution of this Contract, the Contractor shall present the Authority with a copy of its COVID-19 plan.

The Contractor's employees performing work for the Authority are required to adhere to the attached Contractor COVID-19 Protocols, a copy of which is attached hereto and made a part of this agreement as Appendix "D." Each employee of the Contractor performing work for the Authority who has traveled within the past three (3) months or has recently arrived in the Territory must fill out Appendix "D" form, which form must be submitted to the Authority's Human Resources Department.

The Contractor, with no exception, will be responsible for ensuring compliance with all the requirements stated herein.

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 Coordinator
Sherika Jacobs
Civil Engineer I
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450
Sherika.jacobs@viwapa.vi
(340) 474-5317

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 area 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 "A".

13. 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.

14. 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.

15. 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

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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.

16. 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.

17. 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.

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

19.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 dated March 14, 2019, attached hereto and incorporated by reference herein as Appendix "A";
2. The Authority's Request for Proposal, PR-12-21, and cover letter dated February 19, 2021, attached hereto and incorporated by reference herein as Appendix "B";
3. The Authority's Request for Proposal, PR-12-21, Addendum I dated March 2021, attached hereto and incorporated by reference herein as Appendix "C"; and
4. The Contractor's response to PR-12-21, dated March 19, 2021, attached hereto and incorporated by reference herein 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.

20.PROFESSIONAL GENERAL CONTRACT TERMS: This Contract is subject to the Authority's General Professional Contract Terms hereto and made a part of this Contract as Appendix "A".

21. 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.

22. 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.

23. 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.

24.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.

25.DEBARMENT CERTIFICATION: By execution of thisContract, 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.

26.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.

27. 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: Andrew L. Smith
Executive Director/CEO
V.I. Water & Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450
andrew.smith@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
legaldepartment@viwapa.vi

The Contractor: President
Eric Douglas
Caritech Group, LLC
P.O. Box 5018
Kingshill, St. Croix, VI 00850
caritechgroup@gmail.com

28.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.

29.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.

30.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 17: Indemnification
- Clause 18: Contract Documents
- Clause 23: Governing Law

30. 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.

31. 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.

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

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R. Oliver Davis
WITNESS

CARITECH GROUP, LLC

Eric Douglas 1/19/2022
ERIC DOUGLAS Date
President

[Signature]
WITNESS

V.I. WATER & POWER AUTHORITY:

[Signature] 01/27/2022
ANDREW L. SMITH Date
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

AG
Aysha R. Gregory, Esq. Date January 13, 2022
Deputy General Counsel

Attachments