

VIRGIN ISLANDS WATER AND POWER AUTHORITY
PROFESSIONAL GENERAL CONTRACT TERMS

TABLE OF CONTENTS

CLAUSE NO.

1. DEFINITIONS
2. GENERAL STATEMENT OF RESPONSIBILITY OF CONTRACTOR
3. COMMENCEMENT, PROSECUTION AND COMPLETION OF PROJECT
4. PERMITS AND RESPONSIBILITY FOR WORK ETC.
5. ACCESS TO WORK IN PROGRESS
6. PROGRESS REPORTS AND WORK/NG SCHEDULES
7. CHANGES
8. SUSPENSION OR INTERRUPTION OF WORK
9. A. TERMINATION FOR DEFAULT
B. TERMINATION FOR CONVENIENCE
10. DELAY AND DAMAGES
11. CONTRACT PRICE
12. TERMS OF PAYMENT
13. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTABLE PRACTICES
14. INSURANCE
15. PERFORMANCE BOND
16. INJURY AND DAMAGE CLAIMS
17. RIGHT TO AUDIT
18. CONTINGENT FEES
19. GRATUITIES

- 20. NOTICE
- 21. ENFORCEMENT
- 22. GOVERNING LAW
- 23. EFFECTIVE DATE OF CONTRACTS
- 24. ENTIRE AGREEMENT MODIFICATION
- 25. RECORD AND ACCOUNTS
- 26. OTHER REQUIREMENTS
- 27. FALSE CLAIMS
- 28. NOTICE .OF FEDERAL FUNDING

VIRGIN ISLANDS WATER AND POWER AUTHORITY
PROFESSIONAL GENERAL CONTRACT TERMS

1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

a. The term "Work" shall mean all work described in the Specifications or request for Proposal, and shall include any alternatives or exceptions to the Specifications incorporated in the bid and all work required by these Professional General Contract Terms (including alterations made before the Contract was signed and changes provided for by Clause 10 hereof).

b. The term "**Specifications**" shall mean the detailed description of, and requirements for, work to be performed, including all plans and drawings, which are a part of the Specifications.

c. The term "**Authority**" shall mean the purchaser and owner of the Work, the Virgin Islands Water and Power Authority, or an authorized agent thereof.

d. The term "Contractor" shall mean the successful bidder who had been awarded the Contract for the performance of the Work, and shall include his legal personal representatives, successors, and assigns.

e. The term "Contract" shall mean the written agreement between the Authority and the Contractor.

f. The term "Site" shall mean the area within which the facility is to be constructed and/or installed.

g. The term "Contracting Officer" shall mean the Executive Director of the Authority and any other officer or employee who is properly designated and shall include, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of his authority. The Contracting Officer shall not mean the Project Coordinator.

2. GENERAL STATEMENT OF RESPONSIBILITY OF THE CONTRACTOR.

a. The Contractor shall perform the Work in accordance with the terms of the Contract. This Work

Revised: 5/30/2012

includes all necessary services, the furnishing of all labor, materials, equipment, tools, supervision, transportation and insurance, except as otherwise provided. The obligation of the Contractor shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

b. The Contractor shall be an independent contractor and shall have complete and undivided responsibility for complying with the Contract, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, the Contractor shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may in his opinion be advantageous or necessary for the expeditious or economical prosecution of the Work. The Contractor shall not assign the Contract or any of his/her duties or responsibilities thereunder.

c. Any provisions of the Contract which appear to give the Authority a right to direct the Contractor as to the means by which the Work is to be performed, or to exercise any control over the Work shall mean that the Contractor shall be obliged to follow the desires of the Authority only as to the end results and shall not in any way modify or relieve the Contractor of his/her complete and undivided responsibility for the means by which the **Work is** to be performed.

d. All services performed or materials provided by Contractor under the Contract shall strictly comply with the terms, conditions, and requirements, and shall be done in a professional and workmanlike manner in accordance with the Contract.

e. Contractor shall be responsible for the professional quality, technical accuracy and timely completion of its services furnished under the Contract. Contractor shall, without additional compensation, and at its own cost and expense, correct or revise any errors, Omissions or other deficiencies in the services.

3. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK.

a. The Contractor agrees to commence the Work promptly after receipt of a written Notice to Proceed from

Revised: 5/30/2012

the Authority and to complete it no later than the Contract completion date.

b. The Contractor shall furnish and maintain at the Site a competent resident supervisory representative who shall have the title of Project Manager: Provided that the Authority shall have the right to require the removal from the Site of any employee of the Contractor of any subcontractor if in the judgment of the Contracting Officer such removal is necessary to protect the interest of the Authority.

c. The Contract completion date shall be the completion date specified on the Bid Form, or the Contract, unless the Contractor has designated an acceptable later date, except as such completion date may be extended under Clause 10 or 13 hereof. The Work shall be deemed to be completed upon acceptance by the Contracting Officer following written notification from the Contractor that the Work is ready for final inspection and acceptance.

4. PERMITS AND RESPONSIBILITY FOR WORK, ETC.

Contractor shall comply with all Federal and environmental ordinances, codes or regulations, which apply to performance of the Work. Contractor shall secure, at its own expense, all necessary licenses, permits and certificates necessary to perform the Contractor's Work.

5. ACCESS TO WORK IN PROGRESS

The work shall be performed at the site or in the Contractor's office or at a location mutually satisfactory to both parties and such location shall not be changed without approval of the Project Coordinator. The Project Coordinator shall have access during normal working hours where the Work is performed and to all of the drawings, specifications, data, calculations, models, test results and specimens, documents and any other matter related to the Work.

6. PROGRESS REPORTS AND WORKING SCHEDULES

The Contractor shall prepare monthly progress reports of the Work. When requested by the Authority, the Contractor shall furnish the underlying documents used in

Revised: 5/30/2012

the preparation of any progress report including estimated material and equipment, procurement, manufacturing, shipping, installation and construction schedules: Provided that if, in the judgment of the Contractor, furnishing copies would involve inordinate expense the Authority may be provided access to such documents instead.

7. CHANGES

The Contracting Officer may at any time and without notice to the sureties issue a written request for changes in the Work if within its general scope. Within the time specified in the request but not later than thirty (30) days after its receipt, the Contractor shall submit an estimate of the effect of the changes, if any, upon the Contract price, the completion date, or other terms or conditions of the Contract. The changes shall not be put into effect, nor shall any work proceed until ordered in writing by the Contracting Officer. Contractor's actions in proceeding with the changes to the Scope of Work without first securing written authorization from the contracting officer shall result in a legal presumption that shall be prima facie that Contractor is not entitled to additional compensation.

Compensation, for changes to the Scope of Work, or extensions of the completion date because of changes, or other modifications of the Contract due to change shall be set forth in Contract change orders. Provided however, that disagreement between the parties on adjustments for changes shall not excuse the Contractor from proceeding with the prosecution of the Work as changed.

B. SUSPENSION OR INTERRUPTION OF WORK

a. The Contracting Officer may order in writing the Contractor to suspend all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Authority.

b. If without the fault or negligence of the Contractor the performance of all or any part of the Work is suspended or interrupted hereunder for any unreasonable period of time, the Contract price shall be adjusted for any increase in the cost of performing the Work excluding profit necessarily caused by such unreasonable period of

suspension or interruption, and the Contract shall be modified in writing accordingly. Provided that a claim therefor shall be asserted in writing as soon as practicable after the termination of such suspension or interruption; and provided further that no adjustment shall be made to the extent that performance by the Contractor would have been prevented by other causes even if the Work had not been so suspended or interrupted.

c. Paragraph b, above shall not be construed to apply to specific periods of delay or suspension for which advance provision has been made such as anticipated weather conditions.

9. A. TERMINATION FOR DEFAULT

a. If the Contractor shall commit a material breach or default of any of its covenants or obligations under Contract and shall fail to commence to remedy the same within ten (10) days after receipt of written notice thereof by the Authority, and also to proceed with due diligence to remedy the same and in all events, to remedy the same within forty-five (45) days after such written notice, the Authority may terminate by further written notice the Contractor's right to proceed with the Work or such part thereof as to which there has been a default. In such event the Authority may take over the Work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Authority for any excess cost occasioned the Authority thereby, and for liquidation damages for delays as fixed in Clause 10 hereof, until such reasonable time as may be required for the final, completion of the Work. If the Contractor's right to proceed is so terminated, the Authority may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the Site and necessary therefor.

b. The Authority may terminate this Agreement, in whole or in part at any time and due to any circumstance and without serving prior notices. If the Agreement is so terminated, Contractor shall be paid for all services performed to the date of termination including all expenses, but shall not be paid for the loss of profit or contributions to overhead of Work not performed by Contractor. Any progress payments made to Contractor shall be credited toward any termination payment due. Such termination payment will constitute Contractor's full

Revised: 5/30/2012

compensation, which it is entitled to under this Agreement.

c. Upon receipt of a termination notice, Contractor shall: (a) promptly discontinue all service to the extent directed; and (b) deliver or otherwise make available to the Authority all data, drawings, calculations, reports and all other information and materials which have been accumulated or developed by Contractor in performing this Agreement, whether completed or in progress.

B. TERMINATION FOR CONVENIENCE

- (a) The Authority may, at any time, terminate the Contract for its convenience and without cause.
- (b) Upon receipt of written notice from the Authority of such termination for the Authority's convenience, the Contractor shall:
 - i. cease operations as directed by the Authority in the notice;
 - ii. take actions necessary, or that the Authority may direct for the protection and preservation of the Work;
 - iii. except for Work directed to be performed prior to the effective date of the termination stated in the notice, terminate all existing subcontracts and purchase order and enter into no further subcontracts and purchase orders.
- (c) In the case of such termination for Authority's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred (as outlined in b(iii)) by reason of such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, if and when paid for by the Authority, become the property of the Authority

10. DELAYS AND DAMAGES

a. The Contractor shall not be liable for any failure or delay in the completion of the Work resulting from any cause beyond his control and without his fault or negligence, including but not restricted to, compliance with any instructions or priority requests of the Federal

Government or any agency thereof, or the Government of the Virgin Islands, acts of God, acts of the public enemy, acts or omissions of the Authority or its agents, acts of another contractor in the performance of a contract with the Authority, fires, floods, epidemics, unusually severe weather, strikes, lockouts, embargoes, wars, riots, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault of or negligence of both the Contractor and such subcontractors and suppliers: Provided, that the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the Contract, notify the Contracting Officer in writing of the delay and causes of delay: and provided, further, that the contractor shall be excused for delays of suppliers only if the Contracting Officer shall determine that the materials or supplies to be furnished are not procurable in the open market. Any excusable failure or delay hereunder shall extend the Contract completion date accordingly, upon agreement by the Authority, but shall not affect any of the other terms or conditions of the Contract.

b. If the Contractor should fail to meet the Contract completion date, for any cause other excusable causes as defined in paragraph a, above, the Contractor and his sureties shall be liable to the Authority and shall be assessed liquidated damages and not as a penalty in the amount \$ subject to a maximum of liquidated damages not greater than

of

c. The Authority reserves the right under this clause to forego its claim for liquidated damages for delays and to sue for actual damages incurred as a result of such delays.

11. CONTRACT PRICE

The Work shall be performed for the Contractor's lump sum contract price. This Contract price shall be subject to change only in accordance with Clauses 12 hereof and shall be inclusive of all freight, duties, fees, and levies, and all taxes imposed with respect to the performance of the Work.

12. TERMS OF PAYMENT

Payments will be in accordance with the following:

- a. If progress payments are desired, the Contractor shall within sixty-five calendar days after award of Contract, submit to the Contracting Officer a breakdown list of major components or areas of Work under the Contract. The total number of increments of Work shall not exceed 12. Each increments of Work shall equal the Contract price.
- b. Progress payments will be made within thirty (30) days after the issuance by the Contractor of an itemized and duly certified invoice based upon

itemized and duly certified invoice based upon completion of each increment of Work as listed under paragraph (b-ii) hereof; and the issuance of a certificate of acceptance for the Project Coordinator.
- c. In making such partial payments there shall be retained ten percent (10%) on the invoiced amount until final completion and acceptance of the Work: Provided, however, that the Contracting Officer at any time after fifty percent (50%) of the Work has been completed, if he finds that satisfactory progress is being made, may make any of the remaining partial payments in full.
- d. All material and work covered by partial payments made shall thereupon become the sole property of the Authority, but the provisions shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Authority to require the fulfillment of all the terms of

Revised: 5/30/2012

the Contract.

2. Upon completion and acceptance of the Work, the amount due the Contractor under this Contract will be paid upon the presentation of a properly executed and duly certified invoice thereof. The Contractor shall furnish the Authority with a release, if required, of all claims against the Authority arising under and by virtue of the Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

The obligation of the Authority to make any of the payments required under the Contract shall, in the discretion of the Contracting Officer, be subject to (i) workmanship, (ii) any claims which the Authority may have against the Contractor and (iii) satisfaction of payment obligations to subcontractors or third party's making claims against Contractor with regard to the performance of the Scope of Work. Any overpayment to the Contractor shall, unless otherwise adjusted, be repaid to the Authority upon demand.

3. Upon Presentation of a request for payment Contractor shall provide a statement of payments, made or owed to all subcontractor(s), which statement shall be independently verified by the subcontractor(s). The Authority reserves the right to withheld payments to Contractors that fail to satisfy subcontractor claim(s).

13. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICES

a. The Contractor shall comply strictly with all federal state, territorial and local laws, codes, orders and regulations.

b. Should any amendments or additions to territorial laws, codes, orders or regulations subsequent to the date of advertisement for bids affect any designs or requirements set forth in the Specifications so as to increase the Contract price or extend, the Contract completion date, such amendments or additions shall be deemed to be changes within the meaning of Clause 7 hereof.

14. INSURANCE

1. The Contractor shall at his expense before any Work is commenced at the Site cause to be issued and maintained until sixty (60) days after acceptance of the Work insurance as justified below, which shall include coverage for operations by the Contractor or by any subcontractor or anyone directly or indirectly employed by them. A certification shall be supplied by the Contractor evidencing the following issuance in force on that part of the work to be performed in the Virgin Islands.

- a. Workmen's compensation and Unemployment Insurance covering all employees engaged directly or indirectly in the performance of Work in accordance with the statutory requirements of or applicable to the Virgin Islands.
- b. Comprehensive General Liability Insurance including:
 - Premises-Operations
 - Independent Bidder/Contract
 - Products and completed Operations
 - Broad Form Property Damage
 - Contractual Liability
 - Explosions and collapse Hazard
 - Underground Hazard
 - Personal Injury with Employment Exclusion
 - deleted
 - (i) Public Liability per person and per accident (not in the aggregate) \$1,000,000.00
 - (ii) Excess liability
 - Property Damage and Bodily Damage per accident (not in the aggregate)
 - \$1,000,000.00
- c. Automobile Liability Insurance for Owned, Hired, Non-Owned Vehicles:
 - (i) Public Liability (per person and per accident) (not in the aggregate) ...

Revised: 5/30/2012

\$1,000,000.00

(ii) Property Damage (per accident) (not
in the aggregate)\$100,000.00

- d. when applicable, Project Specific
Engineers, Architects, and/or other
Design Professionals Negligent Acts,
Errors and Omission Liability Insurance in
an amount of not less than shall be procured
for the project.

2. The Certificates thus required shall
provide that sixty (60) days written notice shall be given to
the Authority prior to cancellation of any policy. Work
shall not proceed in the Virgin Islands until such
certificates or Letters of coverage are in the
possession of and approved by the Authority. The
Contractor shall name the Authority as an additional
assured, as its interest may appear on all insurance
policies.

3. Policy must include a Hold Harmless Agreement in
the General Liability section.

4. Products and completed operations coverage
shall be maintained for a minimum period of one year after
final payment.

5. Each listed policy shall be endorsed to reflect
the company's obligation to provide the addressee 60
days written notice prior to cancellation or non-
renewal. In the event the Contractor's insurance
policy **expires, or** is canceled prior to the expiration
of the Contract, the Contractor shall provide the
Authority with a commensurate replacement policy before
the expiration. If the Contractor does not provide the
replacement policy, the Contractor shall be deemed to be
in default pursuant to paragraph 12.

6. All policies of insurance shall contain by
endorsement, a copy of Paragraph 16 herein, with
certification that such policy or policies are in
compliance therewith.

15. PERFORMANCE BOND

1. The Contractor shall furnish a performance bond in
accordance with following table:

Revised: 5/30/2012

\$0	to	\$1,000,000	- 100% of contract value
\$1,000,000	to	5,000,000	- Not less than 80% of contract
\$5,000,000	to	10,000,000	- Not less than 60% of contract
\$10,000,000	to	25,000,000	- Not less than 50% of contract
\$25,000,000	and Over		- \$10,000,000.00

Bonds in amounts of \$1,000 or less will be in multiples of \$100 and in amounts exceeding \$5,000 in multiples of \$1,000: Provided that the amount of the bond shall be fixed by the Authority at the lowest sum that fulfills all conditions of the Contract.

a. The surety on any bond furnished in pursuance of this Contract must be authorized to do business in the Virgin Islands. (See Treasury Department Circular 570 sated June 1 1965.)

b. If any surety becomes unacceptable to the Authority, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Authority, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Authority and of persons supplying labor or materials in the prosecution of the Work.

16. INDEMNIFICATION FOR INJURY AND DAMAGE CLAIMS

(a) Contractor shall indemnify, defend, and hold the Authority and its servants, employees and agents harmless against any and all claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses, costs, and attorney's fees, arising after the commencement of the contract, brought for damages or alleged damages arising out of any injury or loss of life, claim or demand of any person or property in any way connected with or arising out of the performance of the work. It is the intention and express agreement of the parties that the Authority shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor's subcontractors, subcontractor employees, agents, or invitees, or to any

Revised: 5/30/2012

other person, or property of Contractor, irrespective of how the same may be caused, whether from action of the elements, or acts of negligence of the Authority, its employees or agents, the Contractor, its servants, employees, agents or invitees, or the Contractor's subcontractors, subcontractor employees, agents and invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance, whether benefitting Contractor or the Authority, or both, to the Contractor.

(b) If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Authority, as a condition of this contract. (c) It is further the intention of the parties, that Contractor, its servants, employees, agents, and its carrier will not look to the Authority to contribute to any settlement so long as the demand is within Contractor's insurance policy limits.

17. RIGHT TO AUDIT

- a_ The Authority reserves the right to review original estimate files, change order estimate files, detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project-related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements; back-charge logs and supporting documentation; any records detailing cash, trade or volume discounts earned and insurance proceeds, rebates, or dividends received.
- b. The contractor shall provide the Authority with copies of records in computer-readable format as well as a hard copy.
- c. The Authority reserves the right to audit any supporting evidence necessary to substantiate charges related to the contract or purchase order (both direct and indirect costs, including overhead allocation as may apply to costs associated with the contract or purchase order).
- d. The Authority reserves the right to audit any

- records necessary to evaluate and verify (a) contractor compliance with contract requirements, (b) compliance with the Authority's business ethics policies, and (c) compliance with provisions for pricing change orders, payment, or claims submitted by the contractor or any of payees.
- e. The contractor's records shall be subject to audit throughout the term of the contract and for a period of five years after final payment or longer, if required by law.
 - f. The contractor shall include the Authority's right to audit provisions in contracts of all subcontractors, insurance agents, material suppliers, or any other business entity providing goods and services
 - g. The contractor shall permit the Authority to interview any of the contractor's current and former employees during the audit
 - h. The contractor shall provide adequate work space and access h to photocopy machines.
 - i. The Authority shall recoup the cost of the audit if the audit detects over charges greater than 0.5 % of the total contract billings.

18. CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. GRATUITIES

The Authority may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the Authority, after notice and hearing, that gratuities (in

the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative thereof, to any officer or employee of the Authority with a view toward securing the Contract or securing favorable treatment with respect to the performance of such Contract. The Authority's findings hereunder shall be conclusive.

In the event this Contract is terminated pursuant to paragraph a, the Authority shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (ii) as a penalty, in addition to any other damages to which the Authority is entitled by law, to exemplary damages in an amount (as determined by the Authority) which shall not be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the Authority under this under provision shall not be exclusive and are in addition to any other remedies provided by law or under this Contract.

20. NOTICE

Any notice which shall be required to be given under the Contract shall be in writing in duplicate, mailed in a postage prepaid wrapper, registered and addressed, in the case of the Contractor to his home office, and in the case of the Authority to the Contracting Officer.

21. ENFORCEMENT

The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto, or to exercise any option herein provided, shall not be construed to constitute a waiver of such provision, right or option or in any way effect the validity of the contract or the obligation and responsibilities of the parties thereto. The exercise by either party of any of its right or options herein shall not preclude or prejudice either party from exercising any other right it may have.

22. GOVERNING LAW

The laws of the Virgin Islands shall govern the interpretation and construction of the Contract to the extent applicable, otherwise the laws of the State of New York shall be governing. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract.

23. EFFECTIVE DATE

The Contract shall become effective retroactive to the date of signature by the authorized representative of the Contractor or the Authority, whichever is later, which later date shall be the effective date of the Contract.

24. ENTIRE AGREEMENT: MODIFICATION

The Contract constitutes the entire agreement between the parties. The Contract may not be amended or modified except by an instrument in writing signed by duly authorized representatives of the parties.

25. RECORDS AND ACCOUNTS

Contractor shall maintain good accounting and personnel records reflecting performance of the Work and shall preserve such records for a period of five (5) years after final payment.

The Authority's Project Coordinator shall have the right to inspect and audit such part of the records as related to the cost reimbursement or performance of labor related provisions. Such audit may also cover Contractor's procedures and controls with respect to the cost of the Work. Contractor shall assist in making the above audits.

Copies of documents and records supporting requests for payment or compliance with labor related provisions shall be furnished at such times as the Authority request the same.

All invoices, financial statements, reports, billings, and other documents which Contractor keeps or provides to the Authority shall be complete and accurate and shall properly reflect the facts about all activities and transactions to which they relate. Contractor warrants that

Revised: 5/30/2012

the Authority. may rely on such documents for all purposes.

26. OTHER REQUIREMENTS

All of the reports, information, data, studies, reports, memoranda documents, etc., prepared or assembled by Contractor

pursuant to the Work are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority.

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 to retain one reproducible copy of these documents generated by Contractor.

Contractor shall remove from the Work any person assigned thereto who is deemed by the Authority to be objectionable and shall indemnify and hold harmless the Authority regarding any claim arising out of such action. Contractor shall not remove or reassign its Project Manager in charge of the Work or its other key personnel designated in the Contract without the prior approval of the Authority unless such person is no longer employed by Contractor.

27. 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 claim **to be** false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is art offense under Virgin Islands law.

28. 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 offense.