

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



**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY
AND COCOSOL INTERNATIONAL**

Contract No. SC-21-20

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 is entered into this 22nd day of May, 2020 by and between COCOSOL INTERNATIONAL (the "Contractor") located at P O Box 267011, Weston, Florida 33326 and the VIRGIN ISLANDS WATER AND POWER AUTHORITY (the "Authority"), located at 9720 Estate Thomas, P.O. Box 1450, St. Thomas, USVI 00804, for the purpose of performing archaeological monitoring services for the Authority in Frederiksted, St. Croix, 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 Scope of Work set forth herein shall hereinafter be referred to as the "Work". Contractor shall perform archaeological monitoring services for the Authority during the rehabilitation of the Frederiksted Waterline Phase II project (the "Work"). The Work shall consist of the following Tasks as indicated below:

- Task 1: Archaeological Monitoring for Conduit and Bridge Crossing Excavations;
- Task 2: Artifact Analysis Curation, and

- Task 3: Reporting

Contractor shall perform the Work in accordance with the Contractor's Scope of Work as outlined in Exhibit "A", a copy of which is attached hereto and made part hereof. Contractor shall also perform the Work in accordance with the Authority's Professional General Contract Terms, attached hereto and made a part hereof and identified as Appendix "A".

2. CONSIDERATION: In consideration of the Contractor's performance of the Work, the Authority shall pay to Contractor an amount not to exceed One Hundred Fifty-One Thousand Two Hundred (\$151,200.00) Dollars based upon Contractor's established hourly rates and hours to complete the task as outlined in Exhibit "A". Said consideration shall be for providing the services associated with the Scope of Work.

A mobilization fee in the amount of Fifteen Thousand One Hundred Twenty (\$15,120.00) Dollars shall be paid after issuance of the notice to proceed and the submission by the Contractor of an invoice for the services. Thereafter, Contractor shall invoice the Authority on a monthly basis based on hours worked and the personnel billing rates and provide the Authority with an accounting of such hours with the description of the work performed. Invoices shall be submitted to the Authority's Project Manager with a copy to the Authority's Grants Management Department at grantsmanagment@viwapa.vi.

Acceptance of the services performed is contingent upon approval of the Work by the Authority's Project Manager. 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. Unless otherwise required by law, the Authority shall not be responsible in any way for the direct payment of any of Contractor's taxes.

3. **TERM:** 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 eight (8) months from the issuance of the Notice to Proceed. The Authority and Contractor may extend, in writing, the term of this agreement.

4. **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.

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

Brian Leonard
Acting Design and Construction Manager
V.I. Water and Power Authority
P. O. Box 1450
St. Thomas, VI 00804
(340) 774-3552, ext. 2273 (ofc.)
(340) 643-8954 (cellular)
brian.leonard@viwapa.vi

The Contractor designates the following individual in the following capacity:

Carlos Solis
CocoSolo International

P.O. Box 267011
Weston, FL 33326
(954) 817-7236
cmsolis@gmail.com

6. **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.

7. **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.

8. **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.

9. 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.

10. 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";
2. Contractor's Scope of Work attached hereto and made a part hereof as Exhibit "A".

In the event of any conflict, the terms of this Contract will govern over the provisions of any documents referenced herein. 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.

11. **PROFESSIONAL GENERAL CONTRACT TERMS:** This Contract is subject to the Authority General Professional Contract Terms with Federal Requirements annexed hereto and made a part of this Contract as Appendix "A".

12. **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.

13. **GOVERNING LAW:** The laws of the Virgin Islands shall govern the interpretation and construction of this Agreement to the extent applicable. 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.

14. **ORDER OF PRECEDENCE:** In the event of any conflicts or inconsistencies between the written Agreement and the attachments comprising the Contract, such conflict

will be resolved according to the following descending order of precedence: (1) This Contract; (2) The Authority's Professional General Contract Terms and (3) Contractor Document.

15. 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: Lawrence J. Kupfer
Executive Director/CEO
V.I. Water & Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
Lawrence.kupfer@viwapa.vi
(340) 774-3552

The Contractor: Carlos Solis
CocoSol International
P.O. Box 267011
Weston, FL 33326
cmsolis@gmail.com
(954) 817-7236

16. 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 Agreement on
the day, month and year first above-written.

COCOSOL INTERNATIONAL

Joni R. Keyser
WITNESS

Carlos Solis Date May 18, 2020
CARLOS SOLIS

V.I. WATER & POWER AUTHORITY

[Signature]
WITNESS

[Signature] Date 5/22/2020
LAWRENCE J. KUPFER.
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

Lorelei Farrington 5/13/2020
LORELEI FARRINGTON
General Counsel

Attachments