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AMENDMENT NO. 2 OF PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT made as of the 10th day of July, 2023 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT OF PUBLIC WORKS** (hereinafter referred to as “Government”) and **Stanley Consultants, Inc.**, whose address is **1641 Worthington Road, Suite 400 West Palm Beach, FL 33409** (hereinafter referred to as “Contractor”).

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH

WHEREAS, pursuant to Contract No. P098DPWT21 for Professional Services solicited under RFP-023-C-2020(P), approved by the Commissioner of Property and Procurement on July 15, 2021, and its renewal through Contract No. P069DPWT22 on March 14, 2022, by the Commissioner of Property and Procurement, amended by Contract No. P125DPWT22 on July 8, 2022 (which constitute and are hereinafter referred to as the “Contract”), the Government contracted with Contractor to provide **Design and Environmental Services related to drainage improvements to mitigate flooding hazards at Route 76 Mahogany Rd on St. Croix, USVI**; and

WHEREAS, the Contract expires pursuant to its terms on **July 10, 2023**; and

WHEREAS, the parties desire to amend the Contract, to extend its term by one (1) year, to allow the parties to continue the required services to complete the project. The additional time is needed due to the complexity of the project, utility coordination, FEMA reviews; and

WHEREAS, the amendment of the Contract pursuant to this Amendment No. 2 of the Professional Services Contract shall not require an increase to the compensation originally provided for under the Contract.



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NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. The Contract is hereby amended and its term extended by one (1) year by deleting all existing language contained in Paragraph 2 and replacing it with language as follows:

“The Term of this Contract shall be from July 15, 2021, to July 10, 2024. Upon the execution of this Contract by the Commissioner of the Department of Property and Procurement, this Contract shall be effective for the Term set out herein. The Government in its sole discretion will have the option to renew this Contract for one (1) additional period of one (1) year upon the same terms by providing the Contractor with sixty (60) days written notice of the Government’s election to extend.

2. The Contract is hereby amended by deleting all references to 1st Amended Addendum I (1st Amended Scope of Services) wherever it appears and replacing it with 2nd Amended Addendum I (2nd Amended Scope of Services) and deleting all references to 1st Amended Addendum II (1st Amended Compensation) and replacing it with 2nd Amended Addendum II (2nd Amended Compensation) wherever it appears.
3. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement and to the appropriation and availability of funds.
4. Except as expressly amended in this Amendment, all terms of the Contract and Amendment No. 1 remain in full force and effect.

5. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.



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IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year first above written.

GOVERNMENT OF THE VIRGIN ISLANDS

7/10/2023

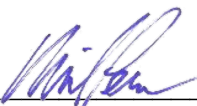
Date


Lisa M. Alejandro, Commissioner Nominee
Department of Property & Procurement

7/5/2023
Date


Derek Gabriel, Commissioner
Department of Public Works

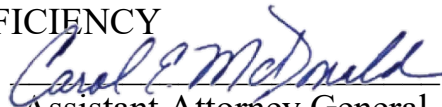
CONTRACTOR


Michael A. Penn, Business Development Manager
Stanley Consultants, Inc.

7/3/2023
Date

(Corporate Seal if Contractor is a Corporation)

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:


Assistant Attorney General

Date 7/10/2023

PURCHASE ORDER NO. _____



OPCMR

**AMENDMENT No. 1 OF
PROFESSIONAL SERVICES CONTRACT**

THIS AMENDMENT made as of the 8th day of July, 2022 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT OF PUBLIC WORKS**, (hereinafter referred to as "**Government**") and **STANLEY CONSULTANTS, INC.**, whose address is 1641 Worthington Road, Suite 400 West Palm Beach, Florida 33409 (hereinafter referred to as "**Contractor**").

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH

WHEREAS, pursuant to Contract No. **P098DPWT21** approved by the Commissioner of Property and Procurement on July 15, 2021, and its Renewal through Contract No. **P069DPWT22** approved by the Commissioner of the Department of Property and Procurement on March 14, 2022 (which constitute and are hereinafter referred to as the "Contract"), the Government contracted with Contractor to provide Design and Environmental Services related to drainage improvements to mitigate flooding hazards at Route 76 Mahogany Rd on St. Croix, USVI; and

WHEREAS the Contract expires pursuant to its terms on **July 10, 2022**; and

WHEREAS, the parties desire to amend the Contract, to extend its term by one year (1), to amend Addendum I by creating subtasks and to amend Addendum II to include subtasks to allow the Contractor to invoice the project per design; and

WHEREAS, the changes to Addenda I and II will not increase the maximum compensation of **Three Hundred Fifty-Four Thousand Two Hundred Eighty-Two Dollars and Zero Cents (\$354,282.00)** originally provided for under the Contract.

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. The Contract is hereby amended, by deleting all references to Addendum I (Scope of Services) wherever it appears and replacing it with 1st Amended Addendum I (1st Amended Scope of Services) and deleting all references to Addendum II (Compensation) and replacing it with 1st Amended Addendum II (1st Amended Compensation) wherever it appears.
2. Paragraph 2 – Term and Effective Date is hereby amended by deleting all text contained

Contract No. P125DPWT22

1

Initials: 



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therein and replacing it with new language as follows:

"The term of this Contract shall be from July 15, 2021, to July 10, 2023. Upon the date of execution of the Commissioner of the Department of Property and Procurement, this Contract shall become effective for the term set out herein."

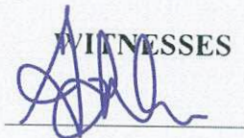
3. Addenda I and II are amended by deleting all terms contained therein and inserting in lieu thereof 1st Amended Addendum I (1st Amended Scope of Services) and 1st Amended Addendum II (1st Amended Compensation) attached hereto and incorporated by reference.
4. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement and to the appropriation and availability of funds.
5. Except as expressly amended in this Amendment No. 1, all terms of the Contract remain in full force and effect.

6. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

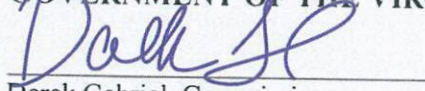
A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year first above written.

WITNESSES

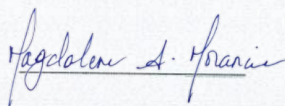


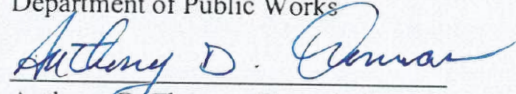
GOVERNMENT OF THE VIRGIN ISLANDS


Derek Gabriel, Commissioner
Department of Public Works

7/7/2022

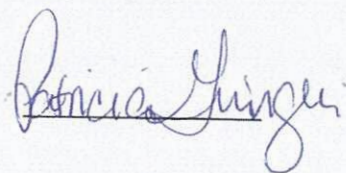
Date



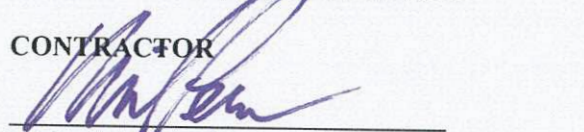

Anthony D. Thomas, Commissioner
Department of Property & Procurement

7/8/2022

Date



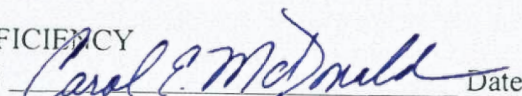
CONTRACTOR


Michael A. Penn, Business Development Manager
Stanley Consultants, Inc.

07/06/2022
Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:


Assistant Attorney General

7/8/2022

Date

PURCHASE ORDER NO. _____

Contract No. P125DPWT22

Initials: 



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EXERCISE OF RENEWAL OPTION
GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS
DEPARTMENT OF PROPERTY & PROCUREMENT

CONTRACT NO. P098DPWT21

DATED: July 15, 2021

EXERCISE OF RENEWAL OPTION

Contractor

Description of Scope of Work/Services

Stanley Consultants, Inc. 1641 Worthington Road, Suite 400 West Palm Beach, Florida 33409	Design and Engineering related to Phase I Drainage Improvements to Mahogany Road on the island of St. Croix
--	--

Pursuant to the renewal option provision of Contract No. P098DPWT21, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Public Works exercises its option to renew and does hereby renew the aforementioned contract for the period January 11, 2022, to July 10, 2022, at the stipulated cost therein.

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

Please acknowledge receipt and acceptance hereby signing and returning to:
The Department of Property and Procurement
Bldg.#1, Subbase, Third 3rd Floor.
Thomas US Virgin Islands 00802

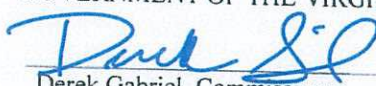
ACKNOWLEDGMENT & ACCEPTANCE:


Michael A. Penn, Business Development Manager
Stanley Consultants, Inc.

DATE: January 10, 2022


Anthony D. Thomas, Commissioner
Department of Property & Procurement

GOVERNMENT OF THE VIRGIN ISLANDS


Derek Gabriel, Commissioner
Department of Public Works

DATE: 3/11/2022

DATE: 3/14/2022

Renewal No.: P069DPWT22



CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 15th day of July, 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Department of Public Works (hereinafter referred to as "Government") and Stanley Consultants, Inc. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS the Government is in need of the services of a Contractor to provide Phase I Drainage Improvements to Mahogany Road, St. Croix, VI which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS the Government solicited the services under RFP No.023-C-2020(P); and

WHEREAS the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract subject to the Contractor's Technical Approach in response to **RFP-023-C-2020(P)** attached hereto as Addendum III and made a part hereof.

2. TERM AND EFFECTIVE DATE

This Contract shall be effective upon the date of execution of this Contract by the Commissioner of Property and Procurement and shall terminate **One Hundred and Eighty (180) days** thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one additional **six-month term** subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed **Three Hundred and Fifty-Four Thousand Two Hundred Eighty-Two Dollars and Zero Cents (\$354,282.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.



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4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A.

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government 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 unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

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



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10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract, but only to the extent arising from the negligent acts, errors or omission of the Contractor, except the sole negligence of Government.

11. 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.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. 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 hereto or 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.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its



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option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on **Thirty (30)** days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing **Thirty (30)** days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the **Thirty (30)** days notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability, or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants 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 services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer



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- or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
- (2) a territorial officer or employee and, as such, has:
- (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof.
 - (ii) not made, negotiated, or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. 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:

GOVERNMENT

Anthony D. Thomas
Commissioner
Department of Property and Procurement
8201 Subbase, Suite 4
St. Thomas Virgin Islands 00802

Derek A. Gabriel
Commissioner
Department of Public Works
8244 Subbase,
St. Thomas Virgin Islands 00802

CONTRACTOR

Michael A. Penn
Business Development Manager
Stanley Consultants, Inc.
1641 Worthington Road, Suite 400
West Palm Beach, Florida 33409

22. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary, or otherwise as required by Title 27 of the Virgin Islands Code; and



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- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

23. OTHER PROVISIONS

Addenda I, II, III, IV&V attached hereto are a part of this Contract and are incorporated herein by reference.

24. DEBARMENT CERTIFICATION

By execution of this 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 "LIST 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 contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. 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 claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offence under Virgin Islands law.

26. 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 offence.

27. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence



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for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.

- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

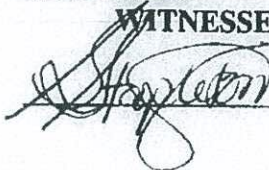
28. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

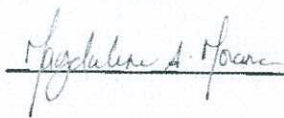
WITNESSES:

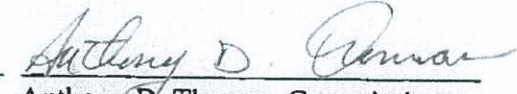
GOVERNMENT OF THE VIRGIN ISLANDS




Derek A. Gabriel, Commissioner
Department of Public Works

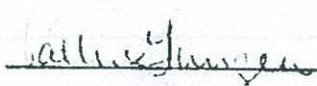
6/25/2021
Date

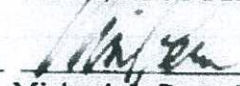



Anthony D. Thomas, Commissioner
Department of Property and Procurement

7/15/2021
Date

CONTRACTOR




Michael A. Penn, Business Development Manager
Stanley Consultants, Inc.

6/18/2021
Date



(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:  Date 7/15/2021
Assistant Attorney General

PURCHASE ORDER NO. _____