



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 Arcadis, U.S., Inc.**

Contract No. SC-17-22

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 is entered into this 26th day of April, 2022 by and between Arcadis, U.S., Inc., (the "Contractor") located at 4301 North Fairfax Drive, Suite 530, Arlington, VA 22203 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 conducting Stack Testing at the Estate Richmond Power Plant on St. Croix located in the U.S. 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 provide Stack Testing at the Estate Richmond Power Plant on St. Croix per EPA Air Consent Decree and DPNR Title V Operating Permit Requirements (the "Work"), which Work 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".

2. CONSIDERATION: In consideration of the Contractor's performance of the Work, the Authority shall pay to Contractor an amount of One Hundred Thirty Thousand Dollars and 00/100 (\$130,000.00). Said consideration shall be for providing professional services associated with the Work. Acceptance of the services performed is contingent upon approval of the Work by the Authority's Project Coordinator. The consideration stated herein shall be for all Work performed by the Contractor pursuant to this Contract.

Acceptance of the services performed is contingent upon approval of the Work by the Authority's Project Coordinator. The consideration stated herein shall be for all Work performed by the Contractor pursuant to this Contract. Payment of any taxes shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any way for the direct payment of any of Contractor's taxes.

3. TERMS OF PAYMENT: Contractor shall submit invoices to the Authority. Payment terms are Net 30 days after approval of the invoice by the Authority's Project Coordinator. The Authority shall not have any obligation to pay, or see to the payment of money to Subcontractors, except as may otherwise be required by law.

4. TERM/PROGRESS REPORTS: This Contract shall commence upon full and final execution by the Parties and issuance of a Notice to Proceed from the Authority. The Contract shall terminate May 31, 2022, from the issuance of the Notice to Proceed. The Authority and Contractor may extend, in writing, the term of this agreement.

5. SCHEDULE: The Parties shall mutually agree on any specific schedule of

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interim milestones required for the Work requested by the Authority.

6. BUSINESS LICENSE The Contractor must comply with all Virgin Islands' laws with respect to licensing which must be obtained in connection with its business operation(s). The Contractor shall further ensure that all subcontractors hired in connection with this Scope of Work comply with all Virgin Islands business license requirements. All necessary and applicable license(s) for Contractor and its subcontractor(s) shall be obtained by the Contractor and copies presented to the Contracting Officer concurrent with its execution of the Contract. Failure by Contractor to present business license(s) for itself and its subcontractors 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.

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 "B". 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 "B" 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. ENVIRONMENTAL RESPONSIBILITY: The Contractor shall, in the performance of the Scope of Work referenced herein, comply with all applicable rules, regulations, and guidelines including but not limited to those issued by the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the V.I. Department of Planning and Natural Resources (DPNR),

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and all other federal and territorial regulatory agencies.

The Contractor shall indemnify the Authority for any and all fines that may be assessed against it as a result of the Contractor's failure to adhere to the laws, regulations and directives of the federal and territorial regulatory agencies; and it shall furthermore pay all costs, expenses, and attorney's fees in connection therewith.

11. DESIGNATED PERSONNEL: The Parties reserve the right to designate personnel to provide information and to coordinate the Work between the Parties.

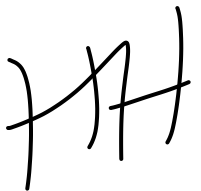
The Authority designates the following:

Project Coordinator
Maxwell George
Environmental Affairs Coordinator
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450
(340) 774-3552 ext. 2240
(340) 690-8993 (cellular)
maxwell.george@viwapa.vi

The Contractor designates the following individual in the following capacity:

Project Manager
Michael Lukey
Senior Air Pollution Control Engineer
Arcadis, U.S., Inc.
4301 North Fairfax Drive, Ste. 530
Arlington, VA 22203
(703) 351-9100

12. CHANGE ORDERS/ADDITIONAL SERVICES: All change orders or requests for additional services, must be approved in writing by the Contracting Officer. In the absence of such written approval, the Contractor shall be liable for any changes in the

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Work not in conformance with this Contract.

13. RELIANCE: The Contractor's representations of its ability to perform the Work with skilled and competent personnel are a 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 document attached hereto as Exhibit "A".

14. 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.

15. 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.

16. 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

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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 Contract 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.

17. PRESENTATION OF COMPLIANCE WITH 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.

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18. 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.

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 made a part hereof as Appendix "A";
2. The Authority's Contractor COVID-19 Protocol, attached hereto and identified as Appendix "B";
3. Contractor's Proposal, dated December 2, 2021, attached hereto and identified 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, communication, written, or oral, with respect to the subject matter of this Contract are merged herein.

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

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.

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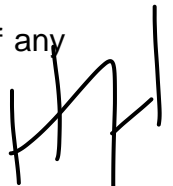
22. ASSIGNMENT

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

23. 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.

24. 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 or 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.

25. 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

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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.

26. 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 and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
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: Holly Herner, PE, Phd.
Vice President
Arcadis, U.S., Inc.
4301 North Fairfax Drive, Ste. 530
Arlington, VA 22203
(248) 789-8317
Holly.herner@arcadis.com

27. 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

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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.

28. 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.

29. 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.

30. 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.

SIGNATURE PAGE TO FOLLOW

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

Arcadis, U.S., INC.

Michael E. Lukey

4/15/2022

Holly A. Herner

WITNESS

MICHAEL E. LUKEY Date
Senior Air Pollution Control Engineer

[Signature]

WITNESS

Holly A. Herner 4/15/2022

HOLLY HERNER Date
Vice President

V.I. WATER & POWER AUTHORITY

[Signature]

WITNESS

[Signature]

04.26.2022

ANDREW L. SMITH Date
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]

April 19, 2022

AYSHA GREGORY, ESQ.
Deputy Legal Counsel

Date

Attachments