Government of the Virgin Islands

SUPPLY CONTRACT

THIS AGREEMENT, made this 1 day of November 2017, in the Territory of the United States 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 **NEAL & MASSEY, LLC,** whose address is **P.O. Box 10979, St. Thomas, Virgin Islands 00801** (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide **Roadside Maintenance/Gut Cleaning/Cemetery Cleaning and Maintenance on the islands of St. Thomas/Water Island, U.S. Virgin Islands;** and

WHEREAS, the Contractor represents that it is willing and capable of providing the services in an expeditious manner and in accordance with the specifications cited in Addendum I and III; it is mutually agreed between the parties as follows:

Section I. That for and in consideration of the prices and other terms and conditions of this agreement, the Contractor agrees to provide **Roadside Maintenance/Gut Cleaning/Cemetery Cleaning and Maintenance on the islands of St. Thomas/Water Island, U.S. Virgin Islands.** The Contractor shall furnish all the necessary supplies to provide the services outlined in Addendum I, (Scope of Work) attached hereto and made a part of this Contract.

Section II. The Government, for an in consideration of the full and true satisfactory performance of the service by the contractor described in Addendum I, (Scope of Work) agrees to pay the Contractor in accordance with invoices submitted and approved by the Department of Public Works, as set forth in Addendum II, (Compensation) attached hereto and made a part of this Contract.

Section III. This Contract shall commence on **November 1, 2017** and shall terminate on **October 31, 2018**, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of **one (1) year** with a renewable option for a period of **one (1) year**. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

Section IV. The Contractor agrees to provide the services outlined in Addendum I (Scope of Work), in accordance with the terms and conditions outlined in Addendum III (General Provisions), attached hereto and made a part of this Contract.

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

Section VI. This Contract shall be subject to the availability and appropriation of funds. The Contractor shall only perform services when directed by the Commissioner of Public Works or his authorized representative.

Section VII. This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Service, which is the subject matter of this Contract, are merged herein.

Section VIII. The effective date of this Contract shall be the day of the execution of the Contract by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written. This Contract is executed as an original, in the year and day mentioned in the first paragraph.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Lloyd T. Bough, Jr., Commissioner — Date 10/2/17
Department of Property and Procurement

Nelson Petty, Jr., Commissioner Nominee — Date 10/30/17
Department of Public Works

CONTRACTOR

Norris Joseph, Owner — Date 10-30-17
Neal & Massey, LLC

(Corporate seal if Contractor is a Corporation)