

Government of the Virgin Islands
EMERGENCY TASK ORDER AGREEMENT

**Emergency Barge Services in the District of St. Thomas, St. John & Water Island -
Hurricanes Irma and Maria 2017**

THIS AGREEMENT, made this _____ day of _____, 2018, in the Territory of the Virgin Islands of the United States, by and between the Government of the Virgin Islands, (hereinafter referred to as "Government") and **Bayside Marine Services, LLC** whose mailing address is, **# 2 Water Island, St. Thomas Virgin Islands 00802** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the District of St. Thomas, St. John and Water Island in the Territory of the United States Virgin Islands sustained damage including but not limited to down trees, broken utility poles, downed utility lines, blocked roadways, power outages, flooding and mudslides from the passage of Category 5 Hurricane Irma ("Hurricane Irma") on September 6, 2017 and Category 5 Hurricane Maria ("Hurricane Maria") on September 20, 2017; and

WHEREAS, the Government is in need of a contractor to provide emergency barge services between Water Island and St. Thomas, to facilitate the transportation of debris from Water Island to St. Thomas and the transportation of necessary equipment for debris removal from Water Island; and

WHEREAS, the Contractor was selected in accordance with the authority in 31 V.I.C § 239 (a)(1); 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 Addenda I and II;

NOW THEREFORE, 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 the Government with all necessary supplies to provide the services outlined in Addendum I (Scope of Work) attached hereto and made a part of this Agreement.

Section II. The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work) agrees to pay the Contractor in accordance with invoices submitted and approved by the Department of Property and Procurement or its authorized representative, as set forth in Addendum II, (Compensation) attached hereto and made a part of this Agreement.

Supply Contract NO. SOBIDPWT18 (BAS)

1

Contractor's Initials: Bh

Section III. This Contract shall commence on September 7, 2017 and shall terminate three hundred sixty-five (365) days thereafter unless mutually extended or terminated by the Parties. The Government shall have the option to renew this Agreement for an additional thirty (30) days on the same terms stated herein by providing the Contractor with 24 hours written notice of its election to renew. 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 Agreement.

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

Section VI. This Agreement shall be subject to the availability and appropriation of funds and to the approval of the Governor of Virgin Islands of the United States.

Section VII. The Contractor shall only perform services when directed by the Commissioner of Property & Procurement, or his authorized representative.

Section VIII. This Agreement 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 Agreement, are merged herein.

Section IX. The effective date of this Agreement shall be the day of the execution of the Agreement by the Governor of the Virgin Islands of the United States.

Section X. Addenda I, II, and III attached hereto are part of this Agreement and are incorporated herein by reference.

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

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Supply Contract NO. SOBIDPWT18(BMS)

2

Contractor's Initials: Sh

WITNESSES:

[Signature]
Charles L. Frost

[Signature]
[Signature]

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature] 7/13/18
Lloyd T. Bough, Jr., Commissioner Date
Department of Property and Procurement

CONTRACTOR

[Signature] 7/16/18
Bradford Monroe, Member Date
Bayside Marine Services, LLC

(Corporate seal if Contractor is a Corporation)

APPROVED

[Signature]
Honorable Kenneth E. Mapp
Governor of the Virgin Islands

Date: 08-09-18

Approved for Legal Sufficiency Department of Justice:

By: *[Signature]*
Assistant Attorney General

Date: 07/26/18

Supply Contract NO. 5001DPWT18(BMS)

Contractor's Initials: *[Signature]*