

**GOVERNMENT OF THE VIRGIN ISLANDS  
TASK ORDER CONTRACT**

**Road Striping and Marking (Thermoplastic) of Public Roads, Territorial, U.S. Virgin Islands**

This Agreement made this 15<sup>th</sup> day of May, 2019, 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 **Bryan's Heavy Equipment Rental**, whose address is **PO Box 2420, Kingshill, VI 00851** (hereinafter referred to as "Contractor"),

**WITNESSETH:**

**WHEREAS**, the Government is in need of a contractor to provide **Road Striping and Markings (Thermoplastic) of Public Roads, Territorial, USVI**; and

**WHEREAS**, the Contractor was selected in accordance with **RFP-006-C-2019(S)**; 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; 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 Contract, the Contractor agrees to provide **Road Striping and Markings (Thermoplastic) of Public Roads, Territorial, USVI** to the Government. The Contractor shall furnish all necessary supplies to provide the services outlined in Addendum I (Scope of Services), 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, agrees to pay Contractor in accordance with invoices submitted and approved by Department of Public Works set forth in Addendum II (Compensation) attached hereto and made a part of this Agreement.

**Section III.** This Contract shall commence on April 29, 2019 and shall terminate on April 28, 2020 unless mutually extended or terminated by the Parties. 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. 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.

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

**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 Department of Public Works or authorized representative.

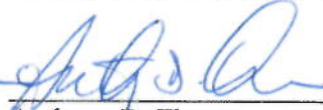
**Section VII.** This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Service, which is the subject matter of this Contract, are merged herein.

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

**WITNESSES:**


**GOVERNMENT OF THE VIRGIN ISLANDS:**

  
Marsha Digphilus



Anthony D. Thomas  
Commissioner Nominee  
Department of Property and Procurement

5.15.19  
Date

  
Eliud Richard



**CONTRACTOR**

Eliud Richard  
General Manager  
Bryan's Heavy Equipment Rental

4-29-19  
Date

(Corporate Seal if Contractor is a Corporation)

# ADDENDUM I

## SCOPE OF WORK

The Department of Public Works request the service of contractors to provide Road Striping and Marking of Public Roads, Territorial US Virgin Islands.

The Undersigned Contractor proposes to perform all striping listed below in accordance with the Manual on Uniform Traffic Control Device (MUTCD) latest edition.

Road Stripping and Marking of Public Road		
Description of Work	Units	Unit Price
Thermoplastic Pavement Marking, Type H (Solid 4" yellow) 63407-1500 (a)	L.F	
Thermoplastic Pavement Marking, Type H (Solid 4" white) 63407-1500 (b)	L.F	
Thermoplastic Pavement Marking, Type H (Solid 24" yellow) 63407-1600	L.F	
Thermoplastic Pavement Marking, Type H (Turn Arrow) 63407-1700 (a)	Each	
Thermoplastic Pavement Marking, Type H (Straight Arrow) 63407-1700 (b)	Each	
Thermoplastic Pavement Marking, Type H (Straight Turn Arrow) 63407-1800	Each	
ONLY Word Marking (21 S.F.) 63407-1900 (a)	Each	
TOP Work Marking (22 S.F.) 63407-1900 (b)	Each	

## ADDENDUM III

### GENERAL PROVISIONS

#### 1. LIABILITY OF OTHERS

Nothing in this Agreement shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

#### 2. ASSIGNMENT

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

#### 3. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the 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 Agreement and arising from any cause, except the sole negligence of Government.

#### 4. TERMINATION

The Government shall have the right to terminate this Contract with cause on ten (10) days written notice to the other party specifying the date of termination. The performance of work under this contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be affected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the terms and/or duties under this Agreement 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 ten (10) day notice.

#### 5. 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.

#### 6. 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 Nominee  
Department of Property and Procurement  
Building No. 1 Sub Base, 3<sup>rd</sup> Floor, St. Thomas  
U.S. Virgin Islands 00802

Nelson M. Petty, Jr. P.E.  
Commissioner Nominee  
Department of Public Works  
6002 Estate Canna's Hope  
U.S. Virgin Islands 00820

**CONTRACTOR**

Eliud Richard  
General Manager  
Bryan's Heavy Equipment Rental  
PO Box 2420, Kingshill, St. Croix,  
U.S. Virgin Islands 00851

**7. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms, hereof, the Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

**8. FAILURE TO DELIVER**

Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected commodities when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the commodities rejected or not delivered. The Government reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Government for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

**9. 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 claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.