

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

Roadside Clearance in the District of St. Thomas, St. John & Water Island

THIS AGREEMENT, made this 10th day of March 2020, 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 Allan G. Chitole d/b/a Chitolie Trucking Service, whose address is P. O. Box 2738, Kingshill, St. Croix, Virgin Islands 00851 (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Government is in need of a contractor to provide Roadside Clearance in the District of St. Thomas, St. John and Water Island Virgin Islands; 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 Addendum 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 Roadside Clearance to the Government of the Virgin Islands. The Contractor shall furnish 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 Public Works as set forth in Addendum II (Compensation) attached hereto and made a part of this Agreement.

Section III. This Contract shall commence immediately upon the approval of the Commissioner of the Department of Property and Procurement and shall terminate on May 31st, 2020, unless mutually extended or terminated by the Parties. The services under this contract has a renewal 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), 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 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.

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:

Jeande L. Oriel
Phil Pro

GOVERNMENT OF THE VIRGIN ISLANDS:

Anthony D. Thomas

Anthony D. Thomas
Commissioner
Department of Property and Procurement

3/10/2020

Date

Stapleton
Stapleton

Nelson Petty Jr.

Nelson Petty Jr.
Commissioner
Department of Public Works

2/10/2020

Date

CONTRACTOR

Wish Chitolie
Josephine Chitolie

Allan G. Chitolie

Allan G. Chitolie
Owner
Chitolie Trucking Service

02/05/2020

Date

(Corporate Seal if Contractor is a Corporation)