

Government of the Virgin Islands
EMERGENCY TASK ORDER AGREEMENT

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

THIS AGREEMENT, made this 22 day of November 2017, in the Territory of the Virgin Islands of the United States, 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 Badinsey Construction & Development Corp. whose address is, P.O. Box 302517, St. Thomas, USVI 00803 (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 from the passage of Category 5 Hurricane Maria ("Hurricane Maria") on September 20, 2017; and

WHEREAS, the Government is in need of a contractor to provide emergency roof repairs to residential, non-profit and government owned or operated structures in the District of St. St. Thomas, St. John and Water Island, which have been declared under a state of emergency or declared a disaster area by the Governor of the United States 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;

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 emergency roof repairs to residential, non-profit and government owned or operated structures in the District of St. Thomas, St. John and Water Island, which have been declared under a state of emergency or declared a disaster area by the Governor of the United States 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 Contract.

Supply Contract NO. 525CDPW18(RCDC)

Contractor's Initials: ER

Section II. The Government, in consideration of the satisfactory performance of the services described in Addendum I, (Scope of Services) 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 on November 22, 2017, and shall terminate ninety (90) 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 Services), 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 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 Public Works, 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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WITNESSES:



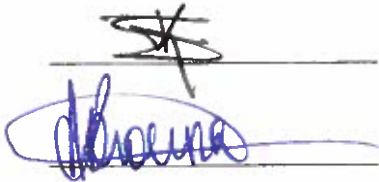
GOVERNMENT OF THE VIRGIN ISLANDS

 10/6/17
Lloyd T. Bough, Jr., Commissioner Date
Department of Property and Procurement



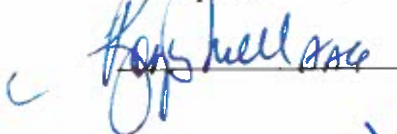
 10/31/17
Nelson M. Petty, Jr., Commissioner Nominee Date
Department of Public Works

CONTRACTOR




Print Name & Title: Elvis Radin, President Date 10/30/2017
Company Name: Radin Construction & Development, Corp.

Approved for Legal Sufficiency by
the Department of Justice:

 Date: 11/7/17

APPROVED:

 11/22/2017
Honorable Kenneth E. Mapp Osbert E. Potter
Acting Governor of the Virgin Islands

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