

VIRGIN ISLANDS WATER AND POWER AUTHORITY
POST OFFICE BOX 1450
SAINT THOMAS
U.S. VIRGIN ISLANDS 00804



**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY
AND KAMI METALS, LLC**

Contract No. SC-19-22

The following Contract is a properly negotiated agreement between all parties involved. Any marks, changes, white out, or deletions without the expressed written permission from all parties involved shall make this contract null and void.

This Contract is entered into this 24 day of August, 2022 by and between KAMI METALS, LLC, (the "Contractor") located at 144 Thompson Ave., Mountain View, California 94043 and the VIRGIN ISLANDS WATER AND POWER AUTHORITY (the "Authority"), located at 9720 Estate Thomas, P.O. Box 1450, St. Thomas, USVI 00804, for the purpose of providing removal and disposal services to the Authority of all nonhazardous and hazardous chemicals at the Randolph Harley Power Plant.

WITNESSETH

In consideration of the mutual promises, covenants and conditions contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK/WORK: The Scope of Work set forth herein shall hereinafter be referred to as the "Work". Contractor shall provide removal and disposal services to the Authority of all nonhazardous and hazardous chemicals at the Randolph Harley Power Plant, for the Virgin Islands Water and Power Authority, as outlined in Contractor's proposal dated February 18, 2022, attached hereto and made part hereof as Exhibit "A". Specifically, Contractor shall provide the following:

SW

- All non-hazardous and hazardous chemicals will be packaged for safe transport. All non-hazardous and hazardous chemicals will be transferred into 55-gallon barrels. All 55-gallon barrels will be put inside 95-gallon overpack drums for safe transport;
- All non-hazardous and hazardous chemicals will be shipped to US mainland to an approved EPA disposal facility; and
- All non-hazardous and hazardous chemicals will be disposed in accordance with local and federal laws.

The Work shall conform to the Authority's General Contract Terms attached hereto and made a part hereof and identified as Appendix "A". Contractor shall provide labor and materials necessary to perform the work in accordance with the Scope of Work identified as Exhibit "A".

2. CONSIDERATION: In consideration of the Contractor's performance of the Work, the Authority shall pay to Contractor an amount not to exceed ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000.00). The total consideration stated herein shall be for all Work performed by the Contractor pursuant to this Contract. Payment of any taxes, duties, customs, excise, or other fees shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any way for any taxes, customs, duties, excise, or other fees.

3. PAYMENT TERMS: The Authority shall make payment to the Contractor in the amount of fifty percent (50%) of the Contract Consideration or NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$97,500.00) upon execution of the Contract as

SW

a deposit. Monthly invoices of Work will be submitted by the Contractor. Corresponding payments will be made upon receipt of a Certificate of Acceptance from the Project Coordinator.

4. **TERM:** This Contract shall commence upon full and final execution by the Parties and issuance of a Notice to Proceed from the Authority. The Contract shall terminate May 30, 2023. The Authority and Contractor may extend, in writing, the term of this agreement.

5. **BUSINESS LICENSE:** Contractor must comply with all Virgin Islands' licensing laws in connection with its business operations. The Contractor shall obtain all necessary and applicable business licenses and present copies of them to the Authority before starting the Work. Failure of the Contractor to present copies of its licenses shall be grounds to consider the Contract as void.

6. **INSURANCE:** The Contractor shall, at his expense, before any Work is commenced, cause to be issued and maintained until sixty (60) days after acceptance of the Work, insurance as described in the Authority's General Contract Terms revised March 14, 2019. A copy of the insurance certificate must be presented to the Authority's Contracting officer upon contract execution, failing which the Authority may rescind the Contract award.

7. **HAZARDOUS WASTE CONTROL:** The Contractor shall be responsible for complying with all applicable Rules, Regulations and Guidelines issued by the U.S. Environmental Protection Agency (EPA), V.I. Department of Planning and Natural Resources (DPNR), and any other Federal, State or local regulatory agencies with regard

SW

to the discharge or spill of oil, petroleum products, lead or lead based products, contaminated soil or other prohibited contaminants during the performance of the Work pursuant to this Contract. Contractor shall also become familiar with and adhere to the policies and practices of the Authority regarding the discharge or spilling of oil, petroleum products, lead or lead based products, and contaminated soil and any other hazardous or solid waste which the Contractor shall be required to work with or dispose of in the performance of the Work. The Contractor shall not discharge paint or any oily products into the Authority's storm drains. The Contractor shall indemnify the Authority for any and all fines, assessed to the Authority as a result of the Contractor's failure to adhere to any CZM Permits, EPA, OSHA, DPNR, and Coast Guard's regulations and directives, and shall further pay all costs, expenses and attorney's fees, in connection therewith. Additionally, the Contractor shall indemnify the Authority for the cost of cleaning up oil spills and any other discharges.

8. ENVIRONMENTAL RESPONSIBILITY: The Contractor shall be responsible for complying with all applicable Rules, Regulations and Guidelines issued by the U.S. Environmental Protection Agency (EPA), V.I. Department of Planning and Natural Resources (DPNR), Department of Health, and any other Federal, State or local regulatory agencies with regard to the disposal of the solid waste and the discharge or spilling of oil, petroleum products, or other prohibited contaminants during the performance of the Work pursuant to this Contract. Contractor shall also become familiar with and adhere to the policies and practices of the Authority regarding the discharge or spilling of oil, petroleum products, etc.

SW

The Contractor shall indemnify the Authority for any and all fines assessed to the Authority as a result of the Contractor's failure to adhere to local and federal regulations and directives, and shall further pay all costs, expenses and attorney's fees in connection therewith. Additionally, the Contractor shall indemnify the Authority for the cost of cleaning up oil spills and any other discharges.

9. SAFETY PRECAUTIONS: Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Work. In addition, the Contractor shall ensure that the equipment and materials furnished, including the final installation, are in strict compliance with any and/or all of the applicable codes and standards listed below:

- a. AMCA - Air Movement and Control Association
- b. API - American Petroleum Institute
- c. DPNR - Department of Planning & Natural Resources
- d. OSHA - Occupational Safety and Health Administration
- e. DOT - Department of Transportation
- f. ANSI - American National Standards Institute
- g. NFPA - National Fire Protection Association
- h. UFC - Uniform Fire Code
- i. EPA - Environmental Protection Agency
- j. Virgin Islands Fire, Health and Public Safety Codes

SW

10. DESIGNATED PERSONNEL: The Authority reserves the right to designate personnel to provide information and to coordinate the Work with the Contractor. The Authority designates the following individual in the following capacity:

Maxwell George
Project Coordinator
V.I. Water and Power Authority
P. O. Box 1450
St. Thomas, VI 00804
(340) 774-3552, ext. 2240

The Contractor designates the following individual in the following capacity:

Santosh Walker
President
Kami Metals, LLC
144 Thompson Ave.
Mountain View, CA 94043
(415) 601-7136

11. CHANGE ORDERS: All change orders or requests for additional services, must be approved in writing by the Authority's Contracting Officer. In the absence of such written approval, Contractor shall be liable for any changes in the Work not in conformance with this Contract.

12. CONTRACT DOCUMENTS: Contractor shall complete Work to be performed in accordance with the Contract documents. The Contract Documents include:

2. The Authority's General Contract Terms dated March 14, 2019, attached hereto and identified as Appendix "A"; and
3. The Contractor's proposal dated February 18, 2022, attached hereto and identified as Exhibit "A".

In the event of any conflict, the terms of this Contract will govern over the provisions

SW

of any documents referenced herein. This Contract and Contract Documents constitute the entire agreement between the parties hereto, and all prior understandings or communication, written or oral, with respect to the subject matter of this Contract are merged herein.

13. COMPLIANCE WITH OTHER LAWS: The Parties to this agreement shall comply with all applicable laws, rules, regulations, and public policies that prohibit unethical conduct regarding the obtaining, retention or conduct of business or an unfair advantage ("Laws"). The Parties shall not directly or indirectly give, offer, promise, authorize, or allow to be given, offered, or promised, anything of value to an official or employee of any government, state-owned enterprise, international organization including subdivisions thereof or entities acting on behalf of a government, state-owned enterprise, international organization or subdivision thereof (any such employee or official referred to collectively as "Official"), while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official (including political parties or officials thereof or candidates for foreign office) in order to: (i) influence any officials thereof, or (ii) induce such Official to use this influence to affect or influence any act or decision of any government (or any subdivision thereof), or (iii) assist the Parties in obtaining or retaining business, or in directing business to any person or obtain an unfair advantage for the Parties in any respect.

Should any Party violate any of the Laws then: (i) the other Party(s) shall have the right to immediately terminate the Agreement for cause; (ii) the other Party(s) shall have a right of action against the offending Party in breach of such laws; and (iii) the offending

SW

Party shall indemnify the other Party(s) for any penalty, loss or expenses incurred by the other Party(s) as a result of the offending Party's breach of any of its obligations under this Section.

14. PRESENTATION OF COMPLIANCE WITH LAW: The Parties hereto represent and warrant that this Agreement and its performance do not violate any law, regulation or policy of the United States Virgin Islands. Any Party hereto shall be relieved of its obligations to perform under this Agreement to the extent such performance would violate any law, regulation or policy of the United States.

15. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original and the same instrument, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

16. GOVERNING LAW: The laws of the Virgin Islands shall govern the interpretation and construction of this Agreement to the extent applicable. The Parties agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the Virgin Islands. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract.

17. WAIVERS AND AMENDMENTS: No waiver, modification, or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect

SW

unless made in writing, signed by the Parties or by their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

18. ORDER OF PRECEDENCE: In the event of any conflicts or inconsistencies between the written Agreement and the attachments comprising the Contract, such conflict will be resolved according to the following descending order of precedence: (1) This Contract; (2) The Authority's General Contract Terms; and (3) Contractor Document.

19. 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:

The Authority: Andrew L. Smith
Executive Director/CEO
V.I. Water & Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
Andrew.smith@viwapa.vi

Copy to: Office of the General Counsel
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
legaldepartment@viwapavi.vi

The Contractor: Santosh Walker
President
Kami Metals, LLC
144 Thompson Ave.

SW

Kami Metals, LLC
SC-19-22
Page 10 of 11

Mountain View, CA 94043
kamimetals@gmail.com

20. ENTIRE AGREEMENT: This Contract and the Contract Documents constitute the entire agreement of the Parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract are merged herein.

SIGNATURE PAGE TO FOLLOW

SW

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on
the day, month, and year first above-written.



WITNESS

KAMI METALS, LLC



Santosh Walker Date 8/18/22
President

V.I. WATER & POWER AUTHORITY



WITNESS



Andrew L. Smith Date 08.24.2022
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:



Aysha R. Gregory, Esq. August 11, 2022
Deputy General Counsel Date

Attachments