

Contract No. C003ASPRC15
(Supplemental Contract No. 1)





GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
Department of Property and Procurement

8201 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands 00802
3274 Estate Richmond, Christiansted, U.S. Virgin Islands 00820

St. Thomas:
Main Office: (340) 774-0828
Fax: (340) 777-9587

St. Croix:
Main Office: (340) 773-1561
www.dpp.vi.gov



NOTICE TO PROCEED

REVISED

March 7, 2022

John R. Wessel
Managing Member
GEC, LLC
13F Estate Bethlehem
P.O. Box 1656
Kingshill, VI 00851

RE: C003ASPRC15(GEC) – Additional Work to the Design/Build for Paul E. Joseph Stadium & Sports Complex, St. Croix, U.S. Virgin Islands

Dear Mr. Wessel:

You are hereby notified to commence work on the above referenced contract on **Monday, March 7, 2022**, and fully complete work within **four hundred forty-two (442)** calendar days. Your contract completion date is therefore **Monday, May 22, 2023**.

The contract provides for an assessment of liquidated damages in the sum of **four hundred dollars and zero cents (\$400.00)** for each calendar day after the above established contract completion date that the work remains incomplete.

A pre-construction meeting has been scheduled for **Monday, March 7, 2022, at 11:30 a.m.** via video conference on Microsoft Teams.

Attached, please find the executed contract for your records. If GEC, LLC fails to comply with the terms of the enclosed Contract, the Government of the Virgin Islands will exercise all rights and remedies available to it in law and equity.

Respectfully,

Anthony D. Thomas
Commissioner


ADT/klp/tc

XC: Department of Sports, Parks and Recreation
Department of Public Works
Department of Property and Procurement Project File



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SUPPLEMENTAL CONSTRUCTION CONTRACT

THIS AGREEMENT is made this 26th day of February, 2022, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement, on behalf of the **Department of Sports, Parks and Recreation** (hereinafter referred to as "Government") and **GEC, LLC** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the parties entered into a contract for the **Design/Build of Paul E. Joseph Stadium & Sports Complex** on the island of St. Croix, U.S. Virgin Islands, under *Original Contract No. C003SPRC15(GEC)*, dated **November 19, 2014**, a copy of which is attached and incorporated herein by reference; and

WHEREAS, the Government is desirous of **Additional Work to the Design/Build for Paul E. Joseph Stadium & Sports Complex** on the island of St. Croix, U.S. Virgin Islands which are more particularly described in Appendix A.1 (Supplemental Scope of Work), and Attachment 1.1 to Appendix B (Supplemental Compensation), incorporated herein by reference and made a part of this Supplemental Construction Contract; and

WHEREAS, these services are an integral and functional part for the **Design/Build for Paul E. Joseph Stadium & Sports Complex** on the island of St. Croix, U.S. Virgin Islands and for the betterment of services to the public and working conditions in general; and

WHEREAS, the Contractor is willing and capable of providing such services.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described more particularly in Appendix A.1 (Supplemental Scope of Work) incorporated herein by reference and made a part of this construction contract.

2. TERM

This Contract shall commence upon execution by the Governor of the Virgin Islands and shall terminate within **four hundred forty-two (442)** calendar days from the issuance of the formal Notice to Proceed, or in accordance with an agreed upon extension pursuant to the General Provisions.



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3. COMPENSATION

The Government, in consideration of satisfactory performance of the services described in Appendix A.1, agrees to pay the Contractor the sum of **Four Million, One Hundred Thousand Dollars and Zero Cents (\$4,100,000.00)** in accordance with the provisions set forth in Attachment 1.1 to Appendix B (Supplemental Compensation), attached hereto is hereby incorporated by reference and made a part of this contract.

4. LIQUIDATED DAMAGES

It is hereby expressly agreed by the parties hereto that in the event the Contractor has not completed the scope of work under the term set forth in Paragraph 2 hereof, **Four Hundred Dollars and Zero Cents (\$400.00)** for each calendar day or portion thereof shall be due the Government. The liquidated damages shall first be deducted from any contract monies due, but not yet paid to the extent available.

5. EFFECTIVE DATE

The effective date of this Contract is upon the execution by the Governor of the U.S. Virgin Islands.

6. 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.

7. 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
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas USVI 00802

JW



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Calvert White
Commissioner
Department of Sports, Parks and Recreation
8201 Sub Base, Suite 206
St. Thomas, VI 00802

CONTRACTOR

John R. Wessel
Managing Member
GEC, LLC
13F Estate Bethlehem
P.O. Box 1656
Kingshill, VI 00851

All terms and conditions of the contract for the **Design/Build for Paul E. Joseph Stadium & Sports Complex** on the island of St. Croix, Virgin Islands, and Original Contract No. C003SPRC15(GEC), dated November 19, 2014, shall remain in full force and effect.

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INTENTIONALLY.**

JW



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

WITNESSES:

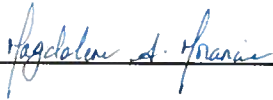
GOVERNMENT OF THE VIRGIN ISLANDS





Date: 12/30/2021

Calvert White
Commissioner
Department of Sports, Parks and Recreation

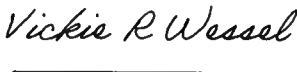




Date: 2/17/2022

Anthony D. Thomas
Commissioner
Department of Property and Procurement

CONTRACTOR





Date: 12-24-21

John R. Wessel
Managing Member
GEC, LLC

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY
AT THE DEPARTMENT OF JUSTICE BY:
Date 2/22/2022


Assistant Attorney General

Purchase Order No.

APPROVED:



Date: 2-26-22

Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS



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Appendix A.1

Supplemental Scope of Work

PROJECT:		Additional Work to the Design/Build of the Paul E. Joseph Stadium				PAGE 1 OF 1
ITEM NO.	DESCRIPTION OF ITEMS	UNITS	QTY.	UNIT PRICE	COST	
	<u>B. Paul E. Joseph Stadium</u>					
4	Fixed Seating	LS.	1	\$555,000.00	\$555,000.00	
7	Press Boxes, A/V Booths, Club Area	LS.	1	\$15,000.00	\$15,000.00	
11	Concession Areas	LS.	1	\$75,000.00	\$75,000.00	
13	Admin, Maintenance Offices and Storage	LS.	1	\$38,500.00	\$38,500.00	
16	Elevator	LS.	1	\$195,000.00	\$195,000.00	
17	Ticketing and Gate Control	LS.	1	\$20,000.00	\$20,000.00	
18	Building Storage Area	LS.	1	\$20,000.00	\$20,000.00	
21	Field - Grading, Drainage, Field Markings:					
21a	Move Surcharge Materials to Field, Grading, Drainage	LS.	1	\$280,000.00	\$280,000.00	
21b	(New) Field Lights	LS.	1	\$890,000.00	\$890,000.00	
23	Bull Pens, Backstop, Pads	LS.	1	\$54,000.00	\$54,000.00	
	<u>C. Terrence Martin Field</u>					
2	Foundations - Spread Footing Type	LS.	1	\$92,500.00	\$92,500.00	
2a	(New) Excavation Backfill & Grading	LS.	1	\$115,000.00	\$115,000.00	
4	Seating & Amenities	LS.	1	\$85,000.00	\$85,000.00	
5	Fields	LS.	1	\$230,000.00	\$230,000.00	
6	Mechanical, Electrical & Plumbing	LS.	1	\$95,000.00	\$95,000.00	
8	(New) Field Lights	LS.	1	\$270,000.00	\$270,000.00	
9	(New) Rest Room Structure	LS.	1	\$175,000.00	\$175,000.00	
	<u>D. Crucian Christmas Village</u>					
	No Scope					
	<u>E. Site Improvements</u>					
3	Site Infrastructure - Water	LS.	1	\$77,000.00	\$77,000.00	
4	Site Infrastructure - Electrical	LS.	1	\$193,000.00	\$193,000.00	
5	Site Infrastructure - Lighting	LS.	1	\$95,000.00	\$95,000.00	
6	Roads, Parking & Pathways:	LS.	1	\$335,000.00	\$335,000.00	
6a	(New) Sidewalks & Walkways	LS.	1	\$95,000.00	\$95,000.00	
6b	(New) Landscaping	LS.	1	\$100,000.00	\$100,000.00	
Total =====>					\$4,100,000.00	



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Attachment 1.1 to Appendix B

Supplemental Compensation

The Government, in consideration of the satisfactory performance of the services described in Appendix A.1 (Supplemental Scope of Work), agrees to make progress payments based on the Schedule of Values and invoices submitted by the Contractor, **GEC, LLC**, in accordance with this Attachment 1.1 to Appendix B.

The Parties agree that the sum to be paid under this contract is **Four Million, One Hundred Thousand Dollars and Zero Cents (\$4,100,000.00)**. The parties further agree that payments will be made in accordance with services rendered.

The final payment is subject to the inspection and acceptance of the project by the Government, the submission of all pertinent warranties, and the Release of Claims. Contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have released the contractor of its obligations. Contractor shall also submit Consent of Surety before final payment and, upon the Government's request, any other documentation the Government deems necessary.