

DPP-OCO-77-08  
(REVIEWED 1-27-94)

GOVERNMENT OF THE VIRGIN ISLANDS  
ST. THOMAS, VIRGIN ISLANDS

CONTRACT CHANGE ORDER

CONTRACT NO. C003SPRC15  
CHANGE ORDER NO. 10  
TO: (CONTRACTOR) GEC, LLC

DATE: February 15, 2019  
PROJECT NO. \_\_\_\_\_  
LOCATION: \_\_\_\_\_

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS.

ITEM NO. (1)	DESCRIPTIONS OF CHANGES - QUANTITIES, UNITS, UNIT PRICES, CHANGE IN COMPLETION SCHEDULE, ETC (2)	DECREASE IN CONTRACT PRICE (3)	INCREASE IN CONTRACT PRICE (4)
1	Authorize Phase 8 - "Pile and Mat Foundation Work" and		
2	Phase 9 "Revisions to 90% Design and Budget		
3	All work to be in accordance with the attached Letter of Justification from GEC to Commissioner Petty of DPW		
4	The Change Order does not Change the Contract Price		
	The Change Order does not Change the Contract Time		
	CHANGE IN CONTRACT PRICE DUE TO THIS CHANGE		
	TOTAL DECREASE	\$ 0	--
	TOTAL INCREASE	--	\$ 0
	DIFFERENCE BETWEEN COL. (3) AND (4)	--	0
	NET (INCREASE)(DECREASE) CONTRACT PRICE	--	0

The sum of \$ 0 is hereby (added to) (deducted from) the total contract price and the total adjusted contract price to date thereby is \$ 20,000,000. The time provided for completion in the contract is (increased) (decreased) by 0 calendar days and therefore the date of completion remains October 31, 2019. The document shall become an amendment to the contract and all provisions of the contract will apply hereto.

TC	BANK ACCT	ACCOUNT CODE							ACCOUNT CODE				
		FY	FUND	DEPT	DIV	APPN	OBJ	L	ORG	ACCT	TAS	OPT	CC

ORIGINAL ENCUMBRANCE \$ \_\_\_\_\_  
NET INCREASE (DECREASE) \$ \_\_\_\_\_  
NET ENCUMBRANCE \$ \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS

CERTIFYING OFFICER

DEPARTMENT OF FINANCE

(PUNCH)

CHECKED BY \_\_\_\_\_ VOUCHER EXAMINER  
VERIFIED BY \_\_\_\_\_ REVIEWING OFFICER

(REQUIRED SIGNATURES ON REVERSE)

*Handwritten initials*

PROJECT NO.

CONTRACT NO. C003SPRC15

CHANGE ORDER NO 10

**REQUEST AND JUSTIFICATION FOR CHANGE**

1. Necessity for change: See justification attached.
2. Is proposed change an alternate bid? \_\_\_\_\_  Yes  No
3. Will proposed change alter the size of the project? \_\_\_\_\_  Yes  No  
If "Yes", explain:
4. Effect of this change on other prime contractors:
5. Has consent of surety been obtained? \_\_\_\_\_  Yes  No
6. Will this change affect expiration or extent of insurance coverage? \_\_\_\_\_  Yes  No  
If "Yes", will the policies be extended? \_\_\_\_\_  Yes  No
7. Effect on operation and maintenance costs: NONE

Calvert White  
OWNER - AGENCY  
COMMISSIONER NOMINEE OF DSPR - Calvert White

2/15/19  
DATE

Accepted By: [Signature]  
CONTRACTOR - GEC. LLC - John R. Wessel

2-14-19  
Date

Recommended By: [Signature]  
OWNER'S REPRESENTATIVE - CSVI - Tim Dempsey

2-14-19  
Date

Recommended By: [Signature]  
ENGINEERING ADMINISTRATOR - DPW - James Grum, P.E.

2-15-19  
Date

Approved By: [Signature]  
COMMISSIONER OF DPW - Nelson M. Petty, Jr. P.E.

2-15-19  
Date

Contracting Officer: \_\_\_\_\_  
COMMISSIONER NOMINEE OF DPP - Anthony Thomas

\_\_\_\_\_  
Date

## Attachment 2 to Change Order 10 - PEJ Stadium Sports Complex

**SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS AS REVISED PER CHANGE ORDER 10 AND PE 10**

**NAME OF PROJECT:** Design-Build of Paul E. Joseph Stadium and Sports Complex

**LOCATION:** Bl. Creek

**NAME OF CONTRACTOR:** GEC, LLC

**CONTRACT NO.:** C0032PRC18(GEC)

**PERIODIC ESTIMATE NO. 10**

**FOR PERIOD:** 12-14-18

**2/18/2019**

Item No.	Description of Item	ORIGINAL ESTIMATE			COMPLETED TO DATE			Value of Uncompleted Work	% Completed
		Quantity	Unit of Meas.	Cost per Unit	Value	No. of Units	Value		
<b>A. Pre-Construction Work to 3/18/18</b>									
1	Insurance		LB	\$ 1,013,875.00	\$ 1,013,875.00	1.0	\$ 1,013,875.00	\$ -	100%
2	Architectural and Engineering Fees		LB	\$ 375,000.00	\$ 375,000.00	1.0	\$ 375,000.00	\$ -	100%
3	Consulting & Permit Fees		LB	\$ 107,125.00	\$ 107,125.00	1.0	\$ 107,125.00	\$ -	100%
4	Contract Administration and Development		LB	\$ 300,000.00	\$ 300,000.00	1.0	\$ 300,000.00	\$ -	100%
5	Demolition through 3-18-18		LB	\$ 850,000.00	\$ 850,000.00	1.0	\$ 850,000.00	\$ -	100%
6	Lead Abatement (Owner's Contingency)		LB	\$ 180,000.00	\$ 180,000.00	1.0	\$ 180,000.00	\$ -	100%
7	Mobilization		LB	\$ 182,500.00	\$ 182,500.00	1.0	\$ 182,500.00	\$ -	100%
<b>B. PAUL E. JOSEPH STADIUM</b>									
1	80% Design (A&E & Cvt) - Permits/Approvals		LB	\$ 1,680,000.00	\$ 1,680,000.00	1.0	\$ 1,680,000.00	\$ -	100%
1a	90% Design		LB	\$ 300,000.00	\$ 300,000.00	1.0	\$ 300,000.00	\$ -	100%
1b	100% Design		LB	\$ 40,000.00	\$ 40,000.00	0.25	\$ 10,000.00	\$ 30,000.00	25%
1c	Administration During Construction		LB	\$ 106,000.00	\$ 106,000.00	0.0	\$ -	\$ 106,000.00	0%
2	Foundation (Test piles and pile design)		LB	\$ 187,500.00	\$ 187,500.00	1.0	\$ 187,500.00	\$ -	100%
2a	Surcharge Earthwork		LB	\$ 980,000.00	\$ 980,000.00	1.0	\$ 980,000.00	\$ -	100%
2b	Surcharge Tieding		LB	\$ 100,000.00	\$ 100,000.00	1.0	\$ 100,000.00	\$ -	100%
2c	Pile Foundation		LB	\$ 3,702,300.00	\$ 3,702,300.00	0.05	\$ 185,115.00	\$ 3,517,185.00	5%
3	Structural Steel and Concrete Superstructure		LB	\$ 3,468,850.00	\$ 3,468,850.00	0.65	\$ 173,392.60	\$ 3,295,457.40	8%
4	Fixed Seating		LB	\$ 900,000.00	\$ 900,000.00	0.0	\$ -	\$ 900,000.00	0%
5	Berm Area Seating		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
6	VIP Suites (4 each)		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
7	Press Boxes, AV Booths, Club Area		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
8	Locker Rooms & Showers		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
9	Training, Dressing, Umpire & Laundry Rooms		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
10	Public Restrooms		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
11	Concession Areas		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
12	Entry Pavilion		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
13	Admin, Maintenance Offices & Storage		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
14	Concourse Plaza		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
15	Party Deck Area		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
16	Elevator		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
17	Ticketing and Gate Control		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
18	Building Storage Area		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
19	Dugouts		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
20	Stairways & Common Spaces		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
21	Field - Grading, Drainage & Markings		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
22	Equipment Storage Building		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
23	Bull Pens, Backstop & Pads		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
24	Grounds maintenance storage		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
25	Mechanical		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
26	Electrical		LB	\$ 73,500.00	\$ 73,500.00	0.05	\$ 3,675.00	\$ 69,825.00	5%
27	Fire Safety		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
28	Plumbing		LB	\$ 218,000.00	\$ 218,000.00	0.65	\$ 10,780.00	\$ 207,220.00	5%
29	Equipment, Concessions & Fixtures		LB	\$ -	\$ -	0.0	\$ -	\$ -	0%
<b>C. TENNESSEE MARTIN FIELD</b>									
1	80% Design (A&E & Cvt) - Permits/Approvals		LB	\$ 200,000.00	\$ 200,000.00	1.0	\$ 200,000.00	\$ -	100%
1a	90% Design		LB	\$ 30,000.00	\$ 30,000.00	1.0	\$ 30,000.00	\$ -	100%
1b	100% Design		LB	\$ 7,000.00	\$ 7,000.00	0.0	\$ -	\$ 7,000.00	0%
1c	Administration During Construction		LB	\$ 12,800.00	\$ 12,800.00	0.0	\$ -	\$ 12,800.00	0%
2	Foundations - Spread Footing Type		LB	\$ 180,000.00	\$ 180,000.00	0.0	\$ -	\$ 180,000.00	0%
3	Structure - Steel & Concrete Superstructure		LB	\$ 800,000.00	\$ 800,000.00	0.0	\$ -	\$ 800,000.00	0%
4	Structure - Seating & Amenities		LB	\$ 380,000.00	\$ 380,000.00	0.0	\$ -	\$ 380,000.00	0%
5	Fields		LB	\$ 300,000.00	\$ 300,000.00	0.0	\$ -	\$ 300,000.00	0%
6	Mechanical, Electrical & Plumbing		LB	\$ 400,000.00	\$ 400,000.00	0.0	\$ -	\$ 400,000.00	0%
7	Equipment, Concessions & Fixtures		LB	\$ 80,000.00	\$ 80,000.00	0.0	\$ -	\$ 80,000.00	0%
<b>D. CRUCIAN CHRISTMAS CARNIVAL VILLAGE</b>									
1	80% Design (A&E & Cvt) - Permits/Approvals		LB	\$ 136,000.00	\$ 136,000.00	1.0	\$ 136,000.00	\$ -	100%
1a	90% Design		LB	\$ 20,000.00	\$ 20,000.00	0.0	\$ -	\$ 20,000.00	0%
1b	100% Design		LB	\$ 5,800.00	\$ 5,800.00	0.0	\$ -	\$ 5,800.00	0%
1c	Administration During Construction		LB	\$ 8,800.00	\$ 8,800.00	0.0	\$ -	\$ 8,800.00	0%
2	Mechanical, Electrical & Plumbing		LB	\$ 180,000.00	\$ 180,000.00	0.0	\$ -	\$ 180,000.00	0%
3	Vendor Pads		LB	\$ 150,000.00	\$ 150,000.00	0.0	\$ -	\$ 150,000.00	0%
<b>E. SITE IMPROVEMENTS</b>									
1	80% Design (A&E & Cvt) - Permits/Approvals		LB	\$ 85,200.00	\$ 85,200.00	1.0	\$ 85,200.00	\$ -	100%
1a	90% Design		LB	\$ 110,000.00	\$ 110,000.00	0.0	\$ -	\$ 110,000.00	0%
1b	100% Design		LB	\$ 13,800.00	\$ 13,800.00	0.0	\$ -	\$ 13,800.00	0%
1c	Administration During Construction		LB	\$ 48,200.00	\$ 48,200.00	0.0	\$ -	\$ 48,200.00	0%
2	Earthwork & Grading		LB	\$ 800,000.00	\$ 800,000.00	1.0	\$ 600,000.00	\$ -	100%
3	Site Infrastructure - Water		LB	\$ 380,000.00	\$ 380,000.00	0.0	\$ -	\$ 380,000.00	0%
4	Site Infrastructure - Electric		LB	\$ 400,000.00	\$ 400,000.00	0.0	\$ -	\$ 400,000.00	0%
5	Site Infrastructure - Lighting		LB	\$ 180,000.00	\$ 180,000.00	0.0	\$ -	\$ 180,000.00	0%
6	Roads, Parking & Pathways		LB	\$ 380,000.00	\$ 380,000.00	0.0	\$ -	\$ 380,000.00	0%
7	Site Improvements		LB	\$ 380,000.00	\$ 380,000.00	0.7	\$ 232,808.25	\$ 147,191.75	67%
8	Landscapes & Hardscapes		LB	\$ 150,000.00	\$ 150,000.00	0.0	\$ -	\$ 150,000.00	0%
F	Installation Incl. Walls, Lights		LB	\$ 200,000.00	\$ 200,000.00	1.0	\$ 200,000.00	\$ -	100%
G	Owner's Contingency		LB	\$ 180,000.00	\$ 180,000.00	0.8	\$ 87,180.00	\$ 92,820.00	88%
H	General Builder's Risk to 10-31-19		LB	\$ 200,000.00	\$ 200,000.00	1.2	\$ 200,000.00	\$ -	100%
<b>TOTAL</b>					\$ 20,000,000.00		\$ 8,018,488.25	\$ 11,981,511.75	40%


Attachment 2 to Change Order 10 - PEJ Stadium Sports Complex

Item No.	Description of Item	APPROVED CHANGE ORDERS				COMPLETED TO DATE		Value of Uncompleted Work	% Completed
		Quantity	Unit of Meas.	Cost per Unit	Value	No. of Units	Value		
1	Revise Contract from "Guaranteed Maximum Price" to "Lump Sum".	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%
2	Stage I Field Work Phase II Arch. Study	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%
3	Additional geotechnical investigation	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%
4	Confirm 90% Design, start 90% Design, Update Insurance and Bonds, Revise BOA, Suspend Milestone Dates and Schedule, Approve PE 5	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%
5	Schedule of amounts for contract payments	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%
6	Autoclave Earthwork	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%
7	Locate Existing Utilities	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%
8	Test Piles and Install Earthwork	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%
9	Phase I Archaeological Survey by U of Alabama	1	LS	\$ -	\$ -	1	\$ -	\$ -	28%
10	Finalist slab incl. re-design PEJ 700 seats				\$ -		\$ -	\$ -	0%
CHANGE ORDERS TOTAL					\$ -	\$ -	\$ -	\$ -	0%
TOTAL CONTRACT					\$ 20,000,000.00	\$ 8,018,488.25	\$ 11,981,511.75		

2. ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

A. Original Contract Amount.....	\$	20,000,000.00
B. Plus Additions.....	\$	-
C. Less Deductions.....	\$	-
D. Adjusted Contract Amount To Date.....	\$	20,000,000.00


3. ANALYSIS OF WORK PERFORMED

1. Value of original contract work performed to date (Column 8 Form)	\$	8,018,488.25
2. Extra work performed to date.....	\$	-
3. Total value of work performed to date.....	\$	8,018,488.25
4. Add: Materials stored at close of this period (Attached detailed Schedule)	\$	-
5. Less: Amount Retained.....	\$	(42,442.88)
6. Net amount earned on contract to date.....	\$	7,976,045.37
7. Other Deductions.....	\$	-
8. Less Amount of Previous payments.....	\$	7,573,335.13
9. BALANCE DUE THIS PAYMENT.....	\$	408,710.24

4. CERTIFICATION OF CONTRACTOR

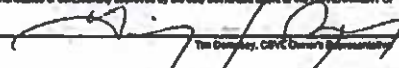
According to the best of my knowledge and belief, I certify that all the items and amounts shown on the face of the Periodic Estimate are correct, that all work has been performed and/or materials supplied in full accordance with the terms and conditions of the contract between the GOVERNMENT OF THE VIRGIN ISLANDS and the Contractor and/or duly authorized deviations, substitutions, alterations and/or additions; that the billings are a true and correct statement of the amount due to the Contractor on last day of the period covered by this Periodic Estimate, and that no part of the "Balance Due this Payment" has been received.

GEC, LLC  
(Contractor)

By:  2-14-19  
John R. Howard, Managing Member

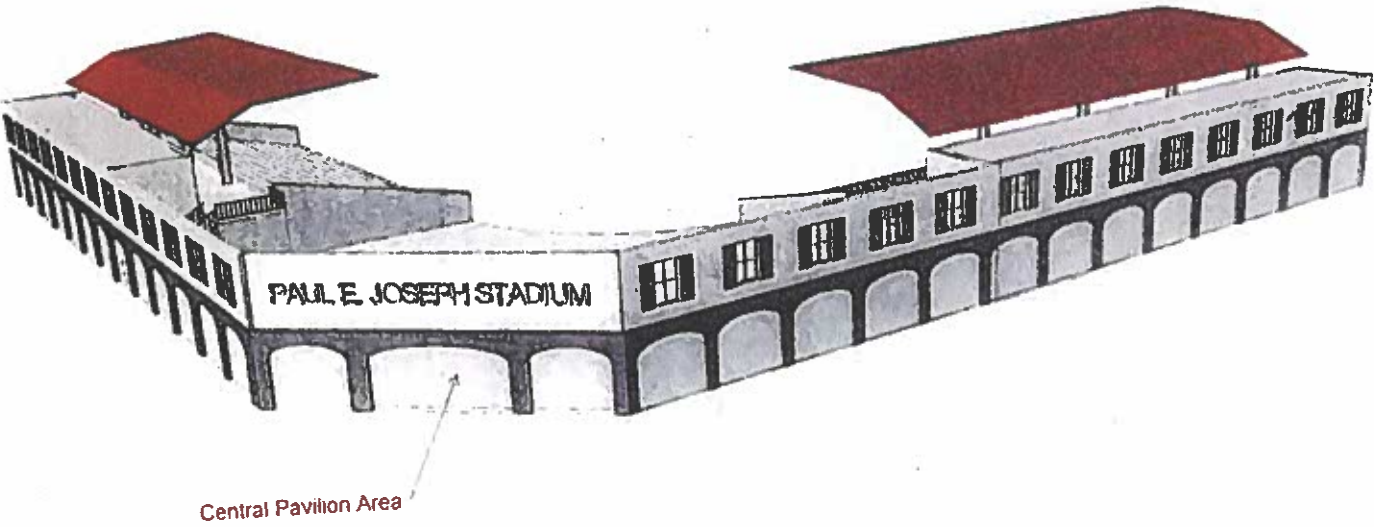
5. CERTIFICATION OF AUTHORIZED GOVERNMENT REPRESENTATIVES

I have certified that I have checked and verified the Periodic Estimate No. 10 for the period 12-10-19 to 2-13-20 inclusive; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in this Periodic Estimate No. 10 has been inspected by me and/or my duly authorized representatives or assistants and that it has been performed and/or supplied in full accordance with the terms and conditions of the construction contract, drawings, plans and specifications, and/or duly authorized deviations, substitutions, alterations and/or additions, all of which have been authorized or conditionally approved by the duly authorized agent of the GOVERNMENT OF THE VIRGIN ISLANDS.

 Date: 2-14-19  
Nelson M. Petty, Jr., PE, Commissioner of Public Works  
Date: \_\_\_\_\_  
Curtis Wicks, Commissioner Assistant of Sports, Parks and Recreation  
Date: \_\_\_\_\_  
James Green, PE, Capital Improvements Project Engineering Administrator  
Date: \_\_\_\_\_  
Anthony Thomas, Commissioner Assistant of Virgin Islands Department of Property and Procurement  
Date: \_\_\_\_\_

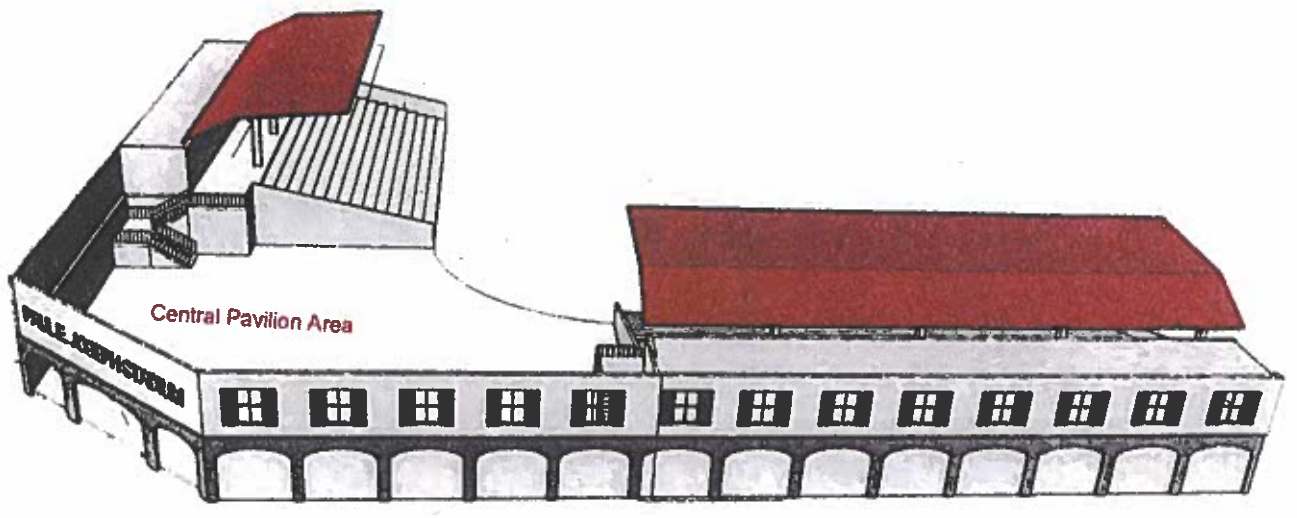
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Attachment 3 to Change Order 10 - PEJ Stadium perspective views



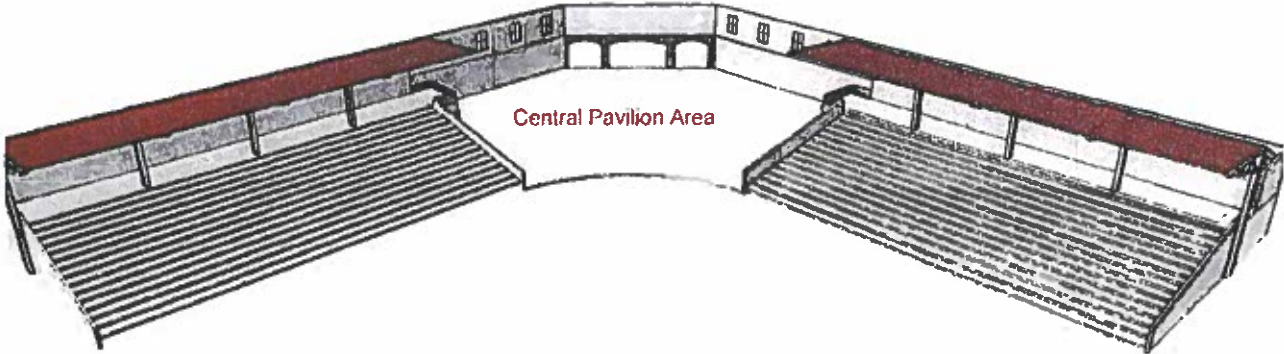
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Attachment 3 to Change Order 10 - PEJ Stadium perspective views



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Attachment 3 to Change Order 10 - PEJ Stadium perspective views



*Handwritten signature or initials*



Honorable Nelson Petty, PE  
Commissioner, Virgin Islands Department of Public Works  
Government of the United States Virgin Islands  
Estate Anna's Hope, Christiansted VI 00820

February 15, 2019

**Subject:** Justification for Change Order 10  
Design-Build of Paul E. Joseph Stadium and Sports Complex  
Contract No. C003SPRC15

Dear Commissioner Petty,

In accordance with section 19(c) of the Service Contract for Design-Build of Paul E. Joseph Stadium and Sports Complex detailed herein is the justification for Change Order 10, which Changes the Work by adding Phase 8 "Pile and Mat Foundation Work" and Phase 9 "Revisions to 90% Design and Budget" in the following manner:

**A. Phase 8 - Pile and Mat Foundation Work**

1. At the request of the Government of the Virgin Islands the Contractor is to construct Phase 8, the pile and mat slab foundation for the Paul E. Joseph Stadium with associated plumbing and electrical work in the mat slab, in accordance with the 100% foundation set of design drawings dated 01.18.19. These drawings are accepted by the Government via Change Order 10 only as they relate to the pile and mat slab foundation and are Attachment 1 to Change Order 10. Revisions to the Structural Drawings to accommodate changes made in Phase 9 will be made as described in Section B.2 of this letter of justification.
2. In order to avoid a Change in the Contract Amount the following Changes will be made to the Schedule of Amounts for Contract Payments (SOA) via Change Order 10. The revised SOA is Attachment 2 to Change Order 10 and will be used for Periodic Estimate No. 16 (PE 16) and subsequent PEs. Changes to the SOA are as follows:
  - a. Change the amount for Item No. 2 from "Foundation" with a value of \$350,000.00 to "Foundation (Test Piles and pile design)" with a value of \$167,500.00 which is the amount approved for Item No. 2 per Change Order 8. This work is complete, will be billed in PE 16, and have retainage released in PE 16.
  - b. Add Item No. 2c "Pile Foundation" with a value of \$ 3,702,300.00. In the event pile testing is required the Contractor will provide a pile testing protocol approved by the Soils Engineer. Any testing work required by the Soils Engineer or Structural Engineer is included in this price. Notice to Proceed for this work will be issued on execution of Change Order 10 and 5% mobilization will be billed for

Subject: Justification for Change Order 10  
Design-Build of Paul E. Joseph Stadium and Sports Complex  
Contract No. C003SPRC15

- this Item No. in PE 16 as allowed by Section 24(a) of the Contract. Retainage will be held on the mobilization.
- c. Add Item No. 2d "Mat Slab Foundation" with a value of \$ 3,466,650.00. Notice to Proceed for this work will be issued on execution of Change Order 10 and 5% mobilization will be billed for this Item No. in PE 16 as allowed by Section 24(a) of the Contract. Retainage will be held on the mobilization.
  - d. Change the amount for Item No. 26 "Electrical" to \$ 73,500.00 which is value of work required for installation of 3,000 lineal feet of empty 4" pvc conduit in the slab at \$24.50/lf, in locations per electrical drawings as revised in Phase 9, to be used for future installation of electrical and communications wiring as needed. Notice to Proceed for this work will be issued on execution of Change Order 10 and 5% mobilization will be billed for this Item No. in PE 16 as allowed by Section 24(a) of the Contract. Retainage will be held on the mobilization. If the quantity of conduit changes, per Phase 9, the Schedule of amounts will be adjusted accordingly in a future Change Order.
  - e. Change the amount for Item No. 28 "Plumbing" to \$215,000. Installation of 40 floor drains with trap primers at \$1,250 each and 100 plumbing fixture slab rough-ins at \$1,650 each are estimated to be required in the mat slab. Notice to Proceed for this work will be issued on execution of Change Order 10 and 5% mobilization will be billed for this Item No. in PE 16 as allowed by Section 24(a) of the Contract. Retainage will be held on the mobilization. If the quantity of floor drains, or plumbing fixture slab rough-ins, changes per Phase 9 the Schedule of amounts will be adjusted accordingly in a future Change Order.
  - f. Change the amount for Item No. 3 "Structural Steel and Concrete Superstructure" to \$ 900,050.00 and Item Nos. 4-25, 27, & 29 (seating and finishes) to \$ 0.00 each. These numbers are being used as place holders while the final design and budget are determined in Phase 9. The total amount for the PEJ Stadium is therefore the same as it was prior to Change Order 10 and the Contract amount is not increased by Change Order 10. These amounts will be revised on completion of Phase 9 and establishment by the Government of a final Budget for the Contract.
  - g. The resultant Total on the revised SOA "Value" Column 6 remains \$20,000,000.00 and, therefore, there will be no Change in the Contract Amount.
3. The time of completion for Phase 8 Work is not to exceed eight months from the date of the Notice to Proceed.
  4. By this letter GEC is requesting, as described above, 5% mobilization for Line Items 2c, 2d, 26 & 28 as allowed at the discretion of the Government by Contract Section 24(a). By execution of Change Order 10 this request will be deemed to have been granted.

Subject: Justification for Change Order 10  
Design-Build of Paul E. Joseph Stadium and Sports Complex  
Contract No. C003SPRC15

**B. Phase 9 - "Revisions to 90% Design and Budget"**

1. The Government has determined that revisions to the 90% Budget, and therefore the 90% Design, are required to meet the Government's needs.
2. A general concept for revisions to the PEJ Stadium is shown in Attachment 3 to Change Order 10 "PEJ Stadium Perspective Views".
  - a. The perspective views are conceptual. The Government and the Contractor agree the PEJ Stadium design will be revised as needed to fit the Government's final Budget and program needs during Phase 9. Costs for re-design work will be included in the final Budget.
  - b. The program elements that will be included in the revised PEJ Stadium will include as a minimum, subject to finalization during Phase 9, the following:
    - a. 700 stadium seats with canopy cover as shown in the renderings;
    - b. Restrooms and concessions at the top of each seating area as required by code and the Government's program/budget needs as determined during Phase 9;
    - c. Restrooms, concessions, and public facilities at the central pavilion area as required by code and the Government's program/budget needs as determined during Phase 9;
    - d. Lockers, showers and other sports support facilities in the area under the seating/concourses of each seating area as required by code and the Government's program/budget needs as determined during Phase 9;
    - e. Utility and service areas under the seating/concourses of each seating area as required by code and the Government's program/budget needs as determined during Phase 9;
    - f. Other elements as required by code and the Government's program/budget needs as determined during Phase 9.
3. Revisions to the Terrence Martin Little League Field, Site Improvements and Festival Village will be made as required by code and the Government's program/budget needs as determined during Phase 9.
4. Work for Phase 9 will begin immediately on receipt of a Notice to Proceed (NTP) for Phase 9 and progress according to the following schedule:
  - a. Schematic revisions to PEJ Stadium within two months of NTP;
  - b. Establish a final Budget by the Government within two months of NTP;
  - c. Approval by Government of Schematic revisions within three months of NTP;
  - d. Construction drawing revisions to PEJ Stadium within four months of NTP which shall be required prior to pouring the concrete mat slab in order to finalize plumbing and electrical locations in the mat slab;
  - e. Schematic revision to Terrence Martin Little League Field and Seating, Site Improvements and Festival Village within five months of NTP;
  - f. Construction drawing revisions to Terrence Martin Little League Field and Seating, Site Improvements and Festival Village within 8 months of NTP;

Sincerely,

  
John R. Wessel, Managing Member

GEC, LLC

**Subject:       Justif     on for Change Order 10**  
**Design-Build of Paul E. Joseph Stadium and Sports Complex**  
**Contract No. C003SPRC15**

**Copy to:**

**Calvert White, Commissioner Nominee of VI Department of Sports, Parks and Recreation**  
**Anthony Thomas, Commissioner Nominee of VI Department of Property and Procurement**  
**James Grum, P.E., C.I.P. Engineering Administrator - VI Department of Public Works**  
**Tim Dempsey, Owner's Representative - CSVI**  
**John R. Wessel, Managing Member – GEC, LLC**

92

February 15, 2019

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

**Re: Notice to Proceed – Phase 8 “Pile and Mat Foundation Work” and Phase 9  
“Revisions to 90% Design and Budget”  
C003SPRC15(GEC) Service Contract for Design-Build of Paul E. Joseph Stadium  
and Sports Complex (Lump Sum Contract Price) between Government of the  
Virgin Islands and GEC, LLC**

Dear Mr. Wessel,

GEC, LLC (the “Contractor”) is hereby notified to proceed with Work described in Change Order 10 and its Attachments by beginning on February 18, 2019, and completing all work by October 17, 2019.

This Notice to Proceed approves the following Design/Build work:

1. Phase 8 “Pile and Mat Foundation Work” and;
2. Phase 9 “Revisions to 90% Design and Budget

As described in Change Order 10 and its Attachments.

Sincerely,

Anthony Thomas  
Commissioner Nominee Department of Property and Procurement

Cc: Commissioner Nelson M. Petty, Jr. PE, DPW  
Commissioner Nominee Calvert White, SPR  
Tim Dempsey, CSUSVI – Owner’s Representative  
Jon Adams, Janis Persaud, Amiyra Parris, Karen Lustig, Carlos Tesitor – GEC

GOVERNMENT OF THE VIRGIN ISLANDS  
ST. THOMAS, VIRGIN ISLANDS

**CONTRACT CHANGE ORDER**

CONTRACT NO. C003SPRC15  
 CHANGE ORDER NO. 10  
 TO: (CONTRACTOR) GEC, LLC

DATE: February 15, 2019  
 PROJECT NO. \_\_\_\_\_  
 LOCATION: \_\_\_\_\_

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS.

ITEM NO. (1)	DESCRIPTIONS OF CHANGES - QUANTITIES, UNITS, UNIT PRICES, CHANGE IN COMPLETION SCHEDULE, ETC (2)	DECREASE IN CONTRACT PRICE (3)	INCREASE IN CONTRACT PRICE (4)
1	Authorize Phase 8 -- "Pile and Mat Foundation Work" and		
2	Phase 9 "Revisions to 90% Design and Budget		
3	All work to be in accordance with the attached Letter of		
4	Justification from GEC to Commissioner Petty of DPW		
	The Change Order does not Change the Contract Price		
	The Change Order does not Change the Contract Time		
	CHANGE IN CONTRACT PRICE DUE TO THIS CHANGE		
	TOTAL DECREASE	\$ 0	--
	TOTAL INCREASE	--	\$ 0
	DIFFERENCE BETWEEN COL. (3) AND (4)	--	0
	NET (INCREASE)(DECREASE) CONTRACT PRICE	--	0

The sum of \$ 0 is hereby (added to) (deducted from) the total contract price and the total adjusted contract price to date thereby is \$ 20,000,000. The time provided for completion in the contract is (increased) (decreased) by 0 calendar days and therefore the date of completion remains October 31, 2019. The document shall become an amendment to the contract and all provisions of the contract will apply hereto.

T C	BANK ACCT	ACCOUNT CODE							ACCOUNT CODE				
		F Y	FUND	DEPT	DIV	APPN	OBJ	L ORG	ACCT	TAS	OPT	CC	

ORIGINAL ENCUMBRANCE \$ \_\_\_\_\_  
 NET INCREASE (DECREASE) \$ \_\_\_\_\_  
 NET ENCUMBRANCE \$ \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS

CERTIFYING OFFICER

DEPARTMENT OF FINANCE

(PUNCH)

CHECKED BY \_\_\_\_\_ VOUCHER EXAMINER  
 VERIFIED BY \_\_\_\_\_ REVIEWING OFFICER

(REQUIRED SIGNATURES ON REVERSE)

PROJECT NO.

CONTRACT NO. C003SPRC15

CHANGE ORDER NO. 10

**REQUEST AND JUSTIFICATION FOR CHANGE**

1. Necessity for change: See justification attached.
2. Is proposed change an alternate bid? \_\_\_\_\_  Yes  No
3. Will proposed change alter the size of the project? \_\_\_\_\_  Yes  No  
If "Yes", explain:
4. Effect of this change on other prime contractors:
5. Has consent of surety been obtained? \_\_\_\_\_  Yes  No
6. Will this change affect expiration or extent of insurance coverage? \_\_\_\_\_  Yes  No  
If "Yes", will the policies be extended? \_\_\_\_\_  Yes  No
7. Effect on operation and maintenance costs: NONE

OWNER - AGENCY  
COMMISSIONER NOMINEE OF DSPR - Calvert White

DATE

Accepted By: [Signature]  
CONTRACTOR - GEC, LLC by John R. Wessel

2-14-19  
Date

Recommended By: [Signature]  
OWNER'S REPRESENTATIVE - CSVI - Tim Dempsey

2-14-19  
Date

Recommended By: \_\_\_\_\_  
ENGINEERING ADMINISTRATOR - DPW - James Grum, P.E.

\_\_\_\_\_  
Date

Approved By: \_\_\_\_\_  
COMMISSIONER OF DPW - Nelson M. Petty, Jr. P.E.

\_\_\_\_\_  
Date

Contracting Officer: \_\_\_\_\_  
COMMISSIONER NOMINEE OF DPP, Anthony Thomas

\_\_\_\_\_  
Date

GENERAL NOTES	
1. All work shall be in accordance with the contract documents.	
2. The contractor shall be responsible for obtaining all necessary permits.	
3. The contractor shall maintain access to all existing utilities.	
4. The contractor shall protect all existing structures and materials.	
5. The contractor shall provide adequate safety measures throughout the project.	
6. The contractor shall provide a clean and safe work area at all times.	
7. The contractor shall provide a detailed schedule of work.	
8. The contractor shall provide a detailed cost breakdown.	
9. The contractor shall provide a detailed list of materials.	
10. The contractor shall provide a detailed list of labor.	
11. The contractor shall provide a detailed list of equipment.	
12. The contractor shall provide a detailed list of subcontractors.	
13. The contractor shall provide a detailed list of vendors.	
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Steven E. Hutchins AIA  
 10110 W. 10th Avenue  
 Suite 100  
 Golden, CO 80401  
 Tel: 303.733.8888

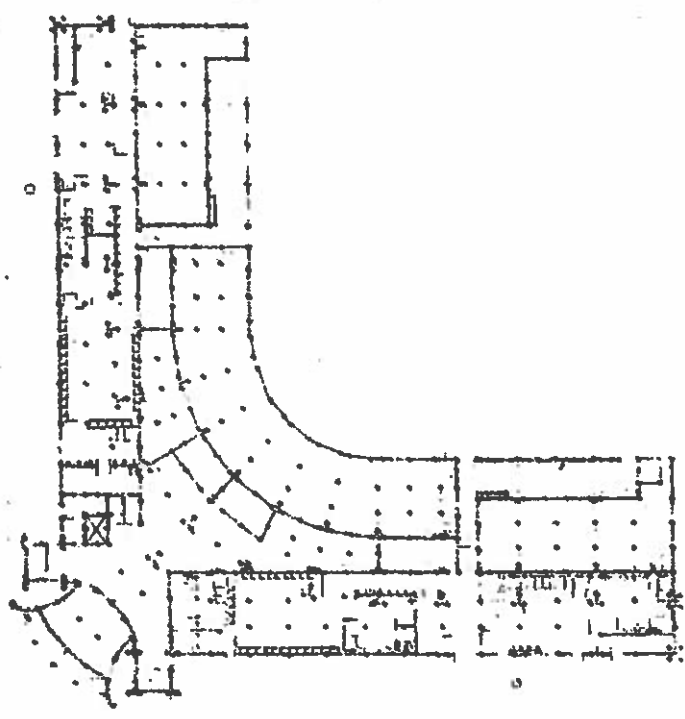
FREDERICKS REVITALIZATION PROJECT  
 PAUL E. JOSEPH STADIUM  
 AND SPORTS COMPLEX

DESIGN CRITERIA AND  
 GENERAL NOTES

S0.01



Attachment 1 to Change Order 113



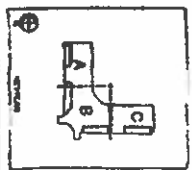
FIELD LEVEL OVERALL FRAMING/FOUNDATION PLAN


1/8" = 1'-0" (SEE OTHER SHEETS FOR DIMENSIONS)

100% FOUNDATION SET 01.18.19



STEVEN E. HUTCHINS  
ARCHITECT  
115 ESTATE CASTLE DRIVE  
CHRISTIANSTED, ST. JOHN  
U.S. VIRGIN ISLANDS 00822  
TEL: 340-778-0888 FAX: 340-778-7784



<p>NO. 11 S1.11</p>	<p>FIELD LEVEL OVERALL FRAMING/FOUNDATION PLAN</p>	<p>FREDERIKSTED REVITALIZATION PROJECT PAUL E. JOSEPH BASEBALL STADIUM AND SPORT COMPLEX</p>	<p>Steven E. Hutchins AIA Architect 115 ESTATE CASTLE DRIVE CHRISTIANSTED, ST. JOHN U.S. VIRGIN ISLANDS 00822 TEL: 340-778-0888 FAX: 340-778-7784</p>	
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STRUCTURAL ASSUMPTIONS	
<p>1. All structural members are assumed to be cast in place concrete.</p> <p>2. All structural members are assumed to be cast in place concrete.</p> <p>3. All structural members are assumed to be cast in place concrete.</p> <p>4. All structural members are assumed to be cast in place concrete.</p> <p>5. All structural members are assumed to be cast in place concrete.</p> <p>6. All structural members are assumed to be cast in place concrete.</p> <p>7. All structural members are assumed to be cast in place concrete.</p> <p>8. All structural members are assumed to be cast in place concrete.</p> <p>9. All structural members are assumed to be cast in place concrete.</p> <p>10. All structural members are assumed to be cast in place concrete.</p>	<p>1. All structural members are assumed to be cast in place concrete.</p> <p>2. All structural members are assumed to be cast in place concrete.</p> <p>3. All structural members are assumed to be cast in place concrete.</p> <p>4. All structural members are assumed to be cast in place concrete.</p> <p>5. All structural members are assumed to be cast in place concrete.</p> <p>6. All structural members are assumed to be cast in place concrete.</p> <p>7. All structural members are assumed to be cast in place concrete.</p> <p>8. All structural members are assumed to be cast in place concrete.</p> <p>9. All structural members are assumed to be cast in place concrete.</p> <p>10. All structural members are assumed to be cast in place concrete.</p>

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Steven E. Hutchins AIA  
 ARCHITECT  
 1000 N. GARDEN AVENUE  
 SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112

FREDERICKS REVITALIZATION PROJECT  
 PAUL E. JOSEPH BASEBALL STADIUM  
 AND SPORTS COMPLEX

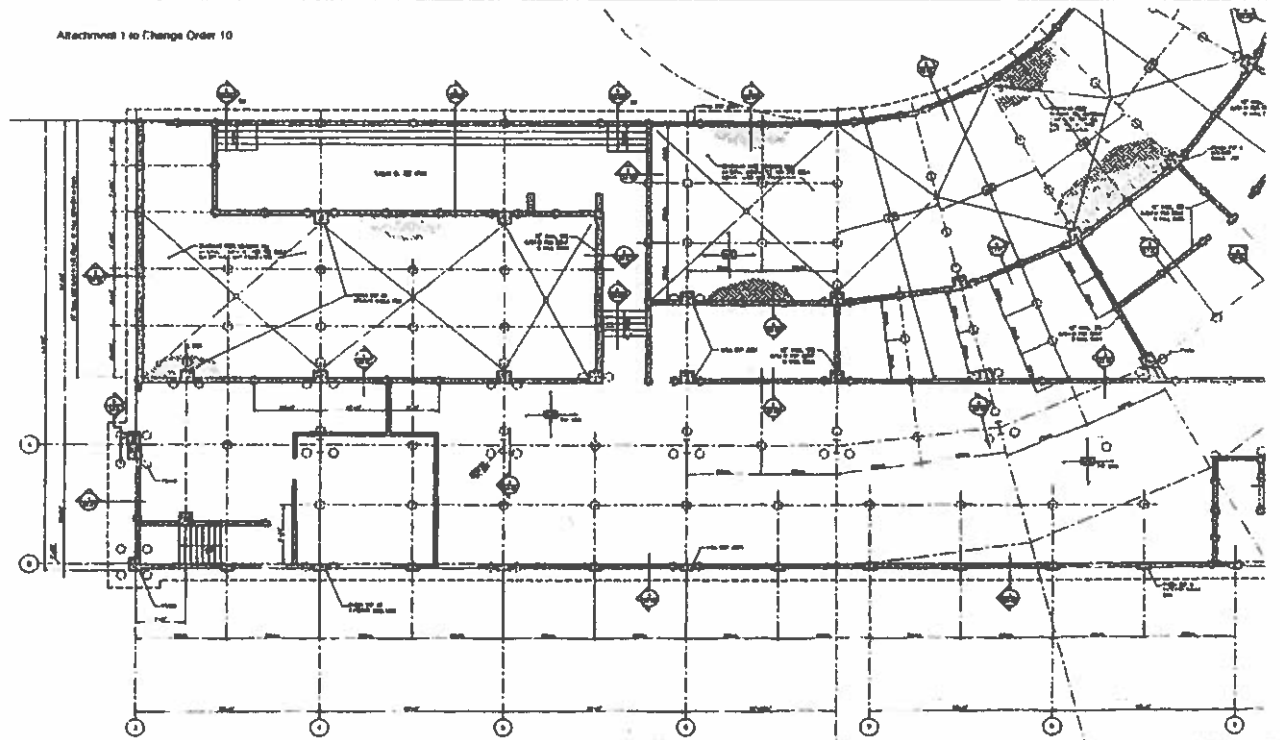
DESIGN CRITERIA AND  
 GENERAL NOTES

S0.01



100% FOUNDATION SET 01.18.19

Attachment 1 to Change Order 10



**FIELD LEVEL FOUNDATION PLAN 'A'**

- 1. REFER TO ALL NOTES ON PREVIOUS SETS OF THIS PROJECT FOR ALL NOTES.
- 2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
- 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
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- 10. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

100% FOUNDATION SET 01.19.19



STEVEN E. HUTCHINS M.A. A.C.E.  
 ARCHITECT  
 100% FOUNDATION SET 01.19.19

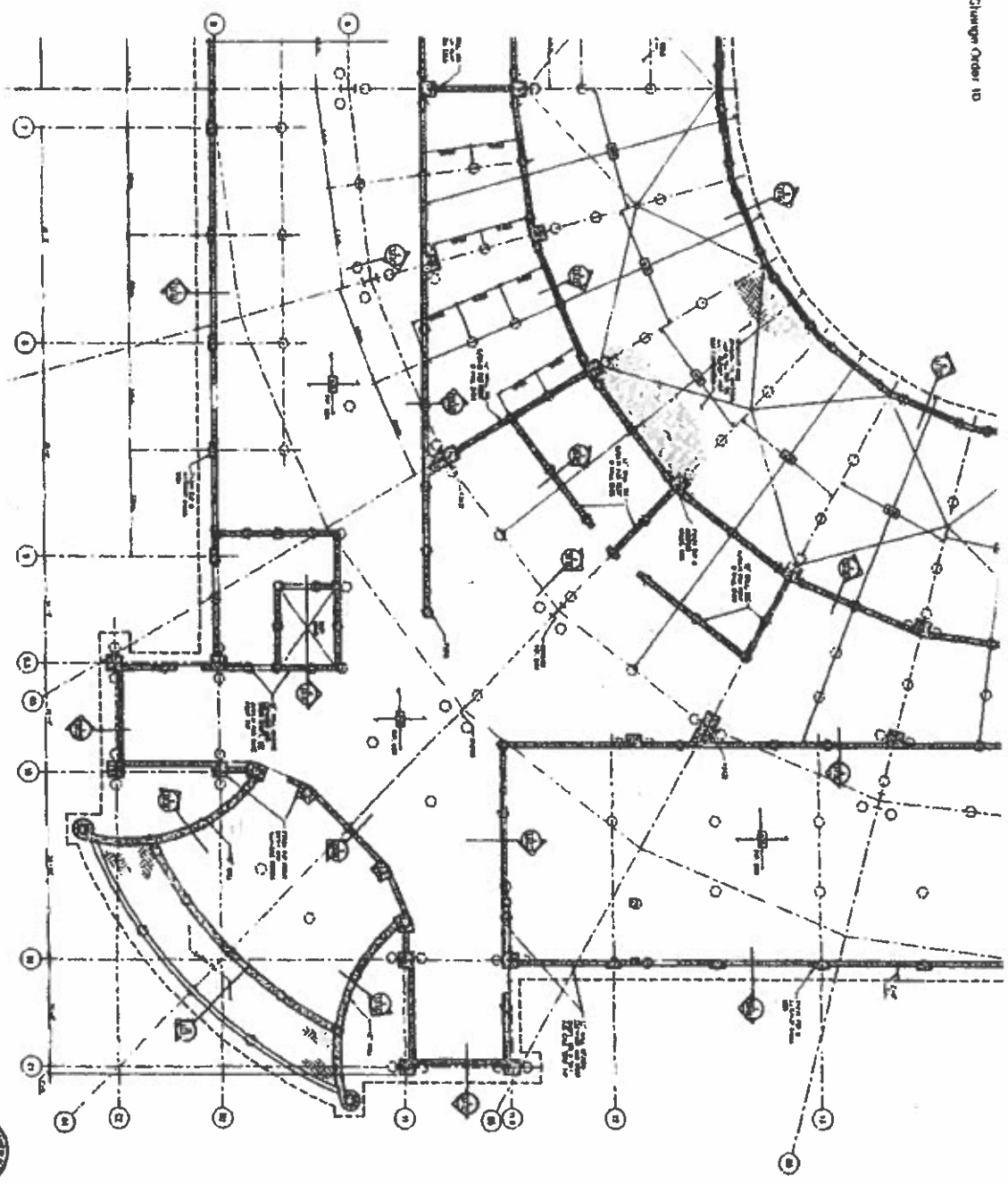
STEVEN E. HUTCHINS M.A. A.C.E.  
 ARCHITECT  
 100% FOUNDATION SET 01.19.19

PROPOSED REHABILITATION PROJECT  
 PAUL ELLNER STADIUM  
 AND SPORT COMPLEX

FIELD LEVEL FOUNDATION  
 PLAN 'A'

S1.12

100% FOUNDATION SET 01.19.19



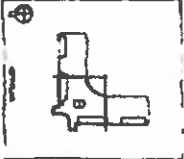
FIELD LEVEL FRAMING/FOUNDATION PLAN 'B'

100% FOUNDATION SET

100% FOUNDATION SET 01.16.19



McPHERSON STANTON  
ARCHITECTS  
100% FOUNDATION SET 01.16.19



S1.13

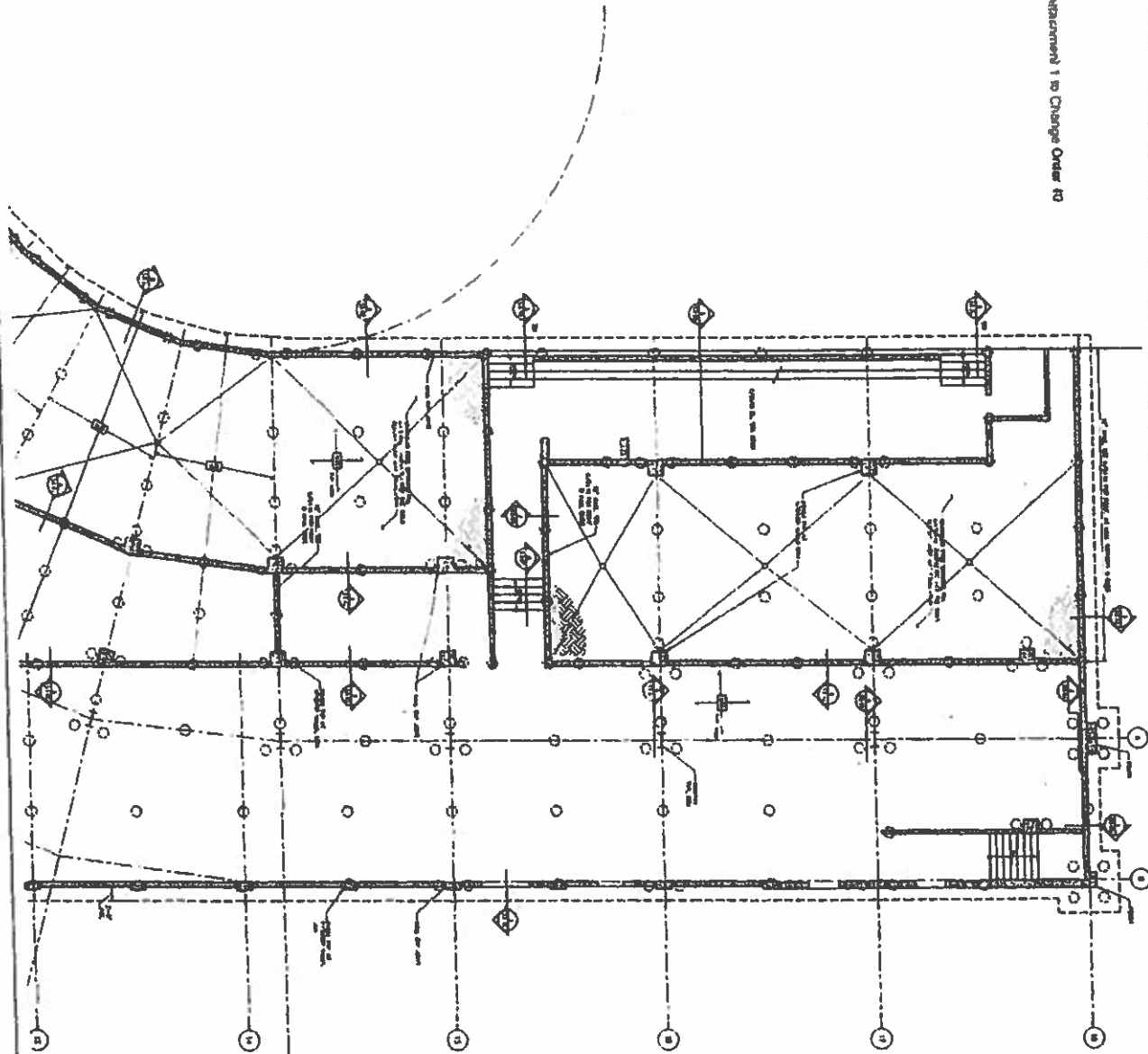
FIELD LEVEL FRAMING/FOUNDATION PLAN 'B'

FREDERIKSTED REVITALIZATION PROJECT  
PAUL E. JOSEPH BASEBALL STADIUM  
AND SPORT COMPLEX

Steven E. Hutchins AIA Architect  
148 ESTATE CASTLE OAKLEY  
CHRISTENED BY CROK  
U.S. VIRGIN ISLANDS 00829  
TEL. 340-776-0288 FAX 340-776-7784

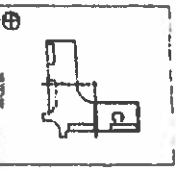



Attachment 1 to Change Order #0

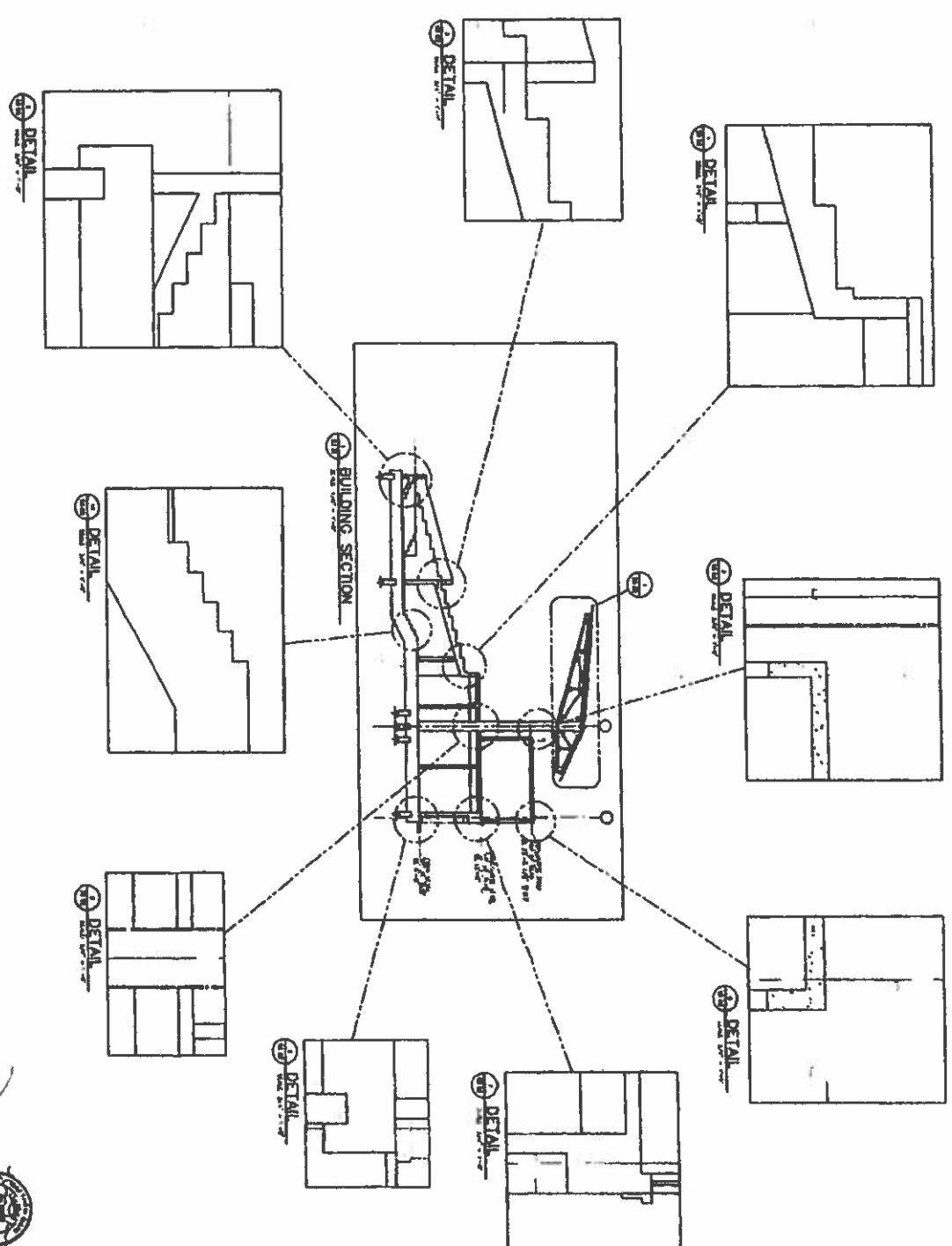


FIELD LEVEL FRAMING/FOUNDATION PLAN 'C'

100% FOUNDATION SET 01.18.18



<p>S1.14</p>	<p>FIELD LEVEL FRAMING/FOUNDATION PLAN 'C'</p>	<p>FREDERIKSTED REVITALIZATION PROJECT PAUL E. JOSEPH BASEBALL STADIUM AND SPORT COMPLEX</p>	<p>Steven E. Hutchins AIA Architect 100-113 ESTATE CASTLE COMPLEX CHRISTMAS FEO. ST. CROIX U.S. VIRGIN ISLANDS TEL. 340-770-8888 FAX 340-770-7784</p> 
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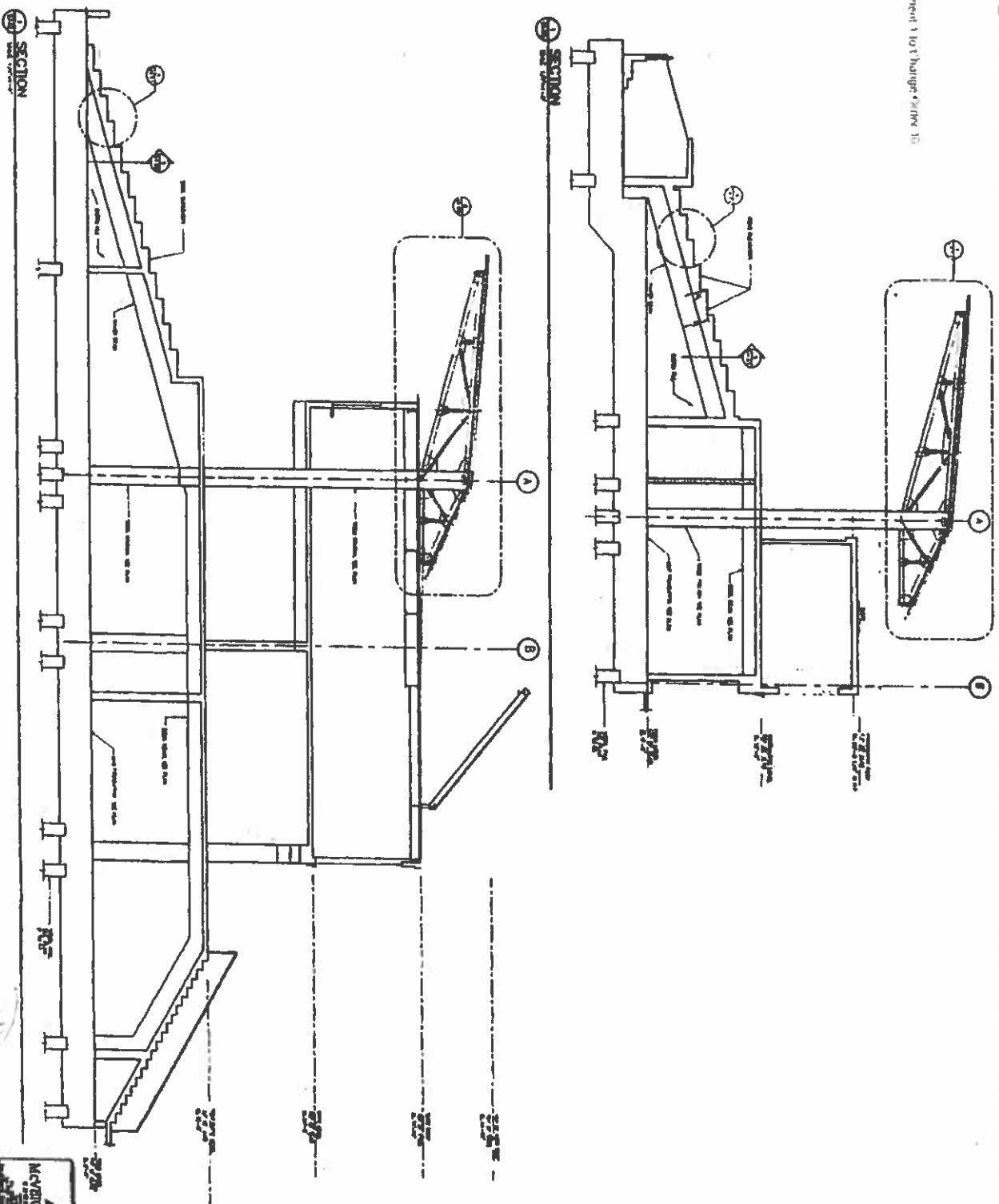
*Handwritten signature or initials*

100% FOUNDATION SET 01.18.19

McClintock & Associates  
ARCHITECTS  
100% FOUNDATION SET 01.18.19

<p>S2.01</p>	<p>BUILDING SECTIONS</p>	<p>FREDERIKSTED REVITALIZATION PROJECT PAUL E. JOSEPH BASEBALL STADIUM AND SPORT COMPLEX</p>	<p>Steven E. Hutchins AIA Architect 400 113 ESTATE CASTLE COMLEY CHRISTIANSTED ST. CROOK U.S. VIRGIN ISLANDS 00822 TEL. 340-778-8888 FAX 340-778-7764</p>
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Attachment 1 to Change Order 10



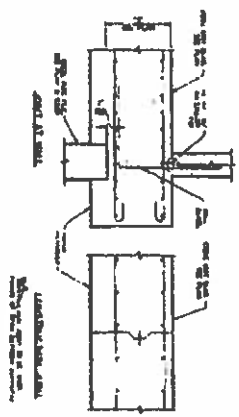
100% FOUNDATION SET 01.18.19

**McGROGAN/ANGIM**  
 ARCHITECTS  
 1000 N. GARDNER ST. SUITE 100  
 ANNE ARBOR, MI 48106  
 TEL: 734.769.1100 FAX: 734.769.1101  
 www.mcgroganangim.com

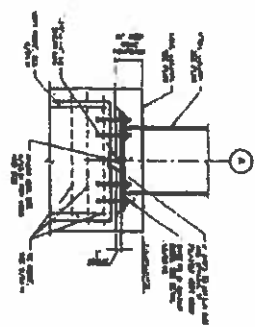
<p>S2.02</p>	<p><b>BUILDING SECTIONS</b></p>	<p>FREDERICKED REVITALIZATION PROJECT          PAUL E. JOSEPH BASEBALL STADIUM          AND SPORT COMPLEX</p>	<p>Steven E. Hutchins AIA Architect          100 113 ESTATE CASTLE COMPLEX          CHRISTMAS BY CREEK          U.S. VACATION ISLANDS 9862          TEL: 360-770-6888 FAX: 360-770-7704</p>
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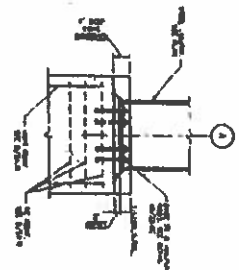
Attachment 1 to Change Order 10



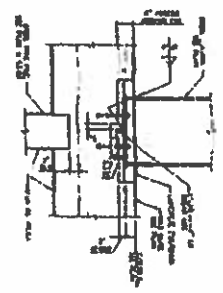
101 MAT SLAB JOINT DETAILS



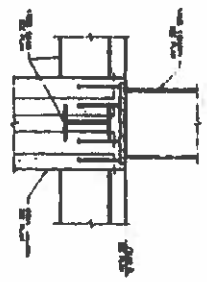
102 STEEL COL. BASE MOMENT CONN. TO PLASTER



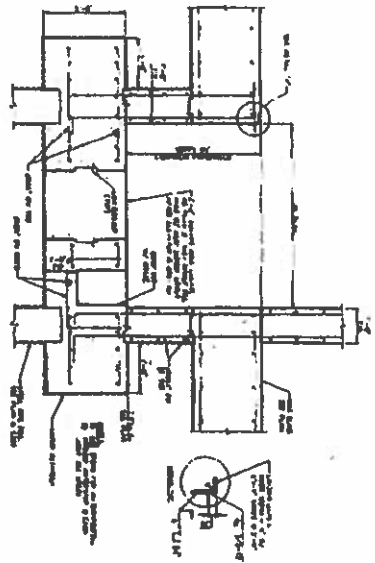
103 STEEL COL. BASE CONN. TO PLASTER



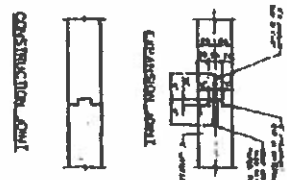
104 W24 COL. TO MAT FOUNDATION



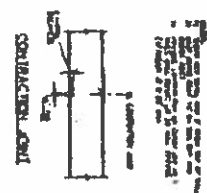
105 W24 COL. TO CONCR. COL.



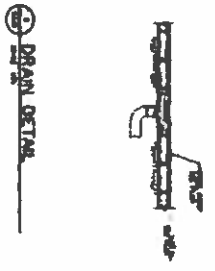
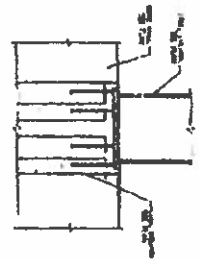
106 ELEVATOR PIT SECTION



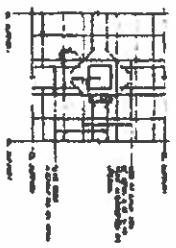
107 CONSTRUCTION WALL JOINTS



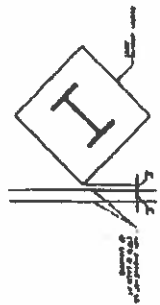
108 W24 COL. TO CONCR. COL.



109 DRAIN DETAIL



110 ADDITIONAL REINF. @ SLAB OPNG



111 ADDITIONAL REINF. RECESSED MAT

100% FOUNDATION SET 01.18.19



S3.01

FOUNDATION DETAILS

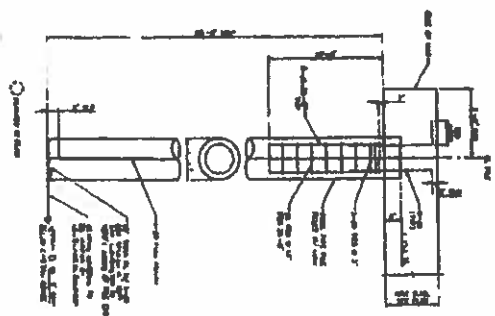
FREDERIKSTED REVITALIZATION PROJECT  
PAUL E. JOSEPH BASEBALL STADIUM  
AND SPORT COMPLEX

Steven E. Hutchins AIA Architect  
180-113 STATE CASH & COWLEY  
OPERATED BY CHICK  
U.S. VIRGIN ISLANDS 00886  
TEL 340-776-6888 FAX 340-776-7784

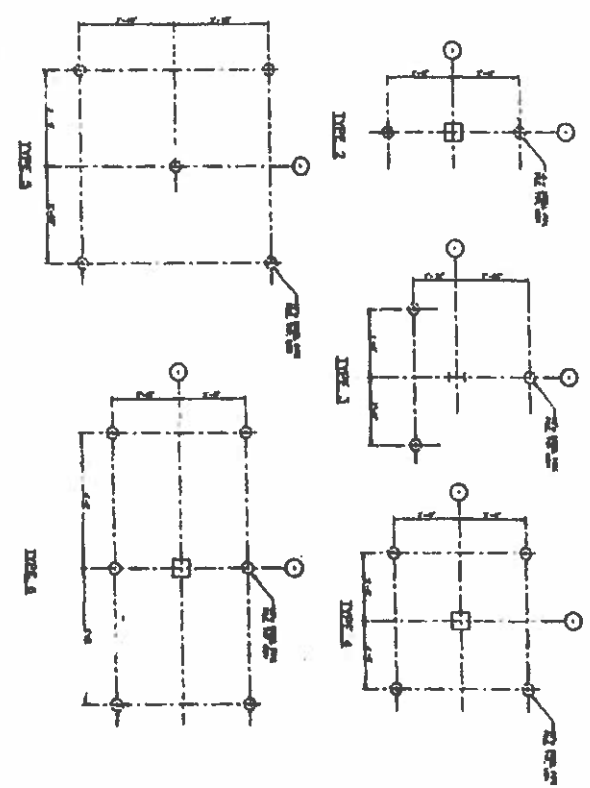




ATTACHMENT 1 TO CHANGE ORDER NO.



16" STEEL PIPE PILE ELEVATION



TYPICAL GROUPS FOR 16" PILES

100% FOUNDATION SET 01.18.19



S3.03

PROJECT DESCRIPTION  
**CAST PILE DETAILS & ELEVATION**

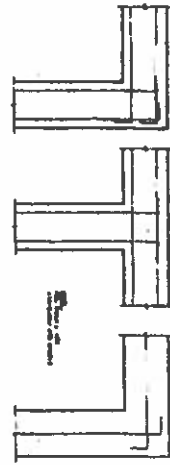
PROJECT  
**FREDERICKSTED REVITALIZATION PROJECT  
 PAUL E. JOSEPH BASEBALL STADIUM  
 AND SPORT COMPLEX**

Steven E. Hutchins AIA Architect  
 150-115 ESTATE DRIVE COMPLEX  
 CHRISTMAS RD ST CROSS  
 U.S. VIRGIN ISLANDS 00822  
 TEL. 340-770-8888 FAX 340-770-7764

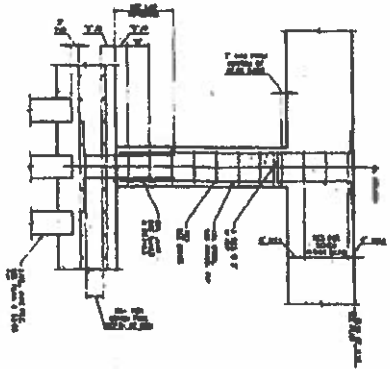




Attachment 1 to Change Order 10



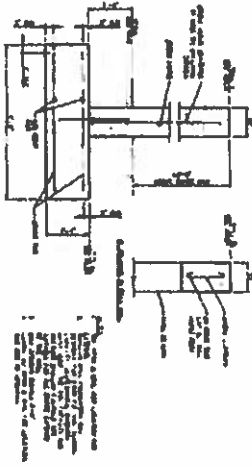
101 TYP. CONG. WALL CORNERS & INTERSECTIONS



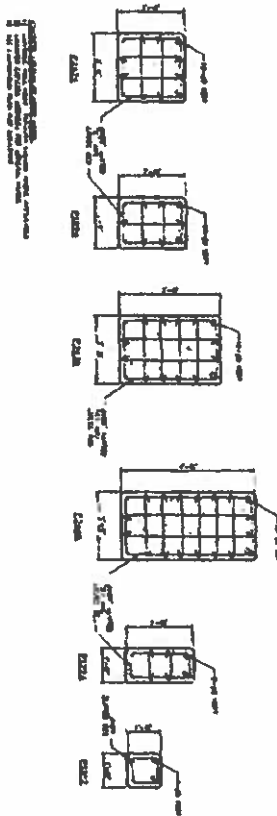
102 TYP. COLUMN & FOOTING

103 SCHEDULE

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE WALL CORNERS & INTERSECTIONS				
2	TYP. COLUMN & FOOTING				



104 SECTION & FIELD WALL



105 DETAIL



100% FOUNDATION SET 01.18.19

S4.11

COLUMN SCHEDULE AND DETAILS

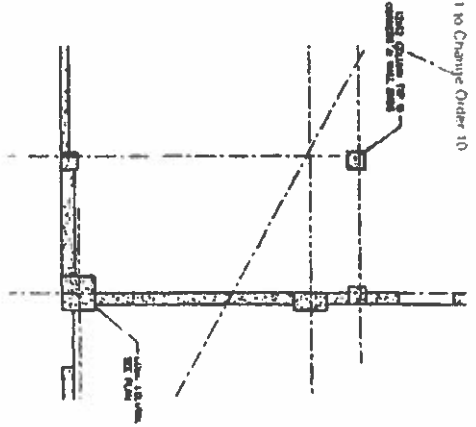
FREDERIKSTED REVITALIZATION PROJECT  
PAUL E. JOSEPH BASEBALL STADIUM  
AND SPORT COMPLEX

Steven E. Hutchins AIA Architect  
180115 ESTATE CASTLE COMLEY  
CHARLOTTE, NC 28217  
U.S. VIRGIN ISLANDS 00822  
TEL. 340-776-6888 FAX 340-776-7764

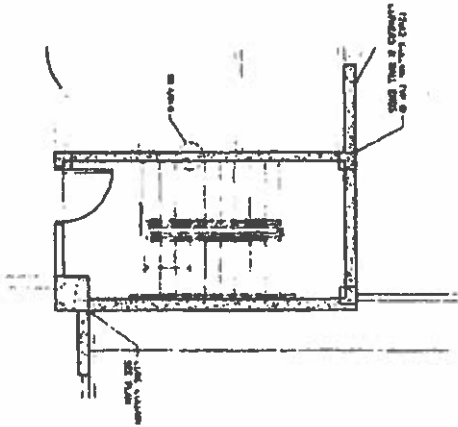




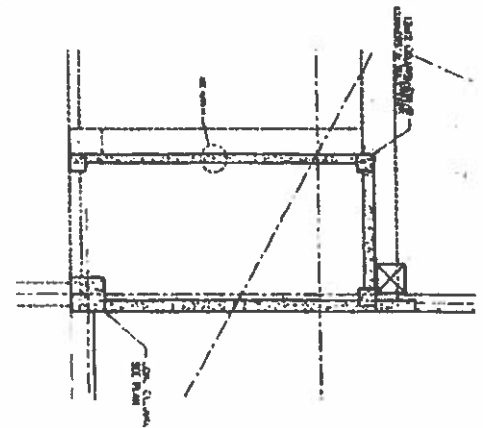
Attachment 1 to Change Order 10



1 FIELD LEVEL SHEARWALL PLAN @ GRID B-12



2 SUITE LEVEL SHEARWALL PLAN @ GRID B-12



3 CONCOURSE LEVEL SHEARWALL PLAN @ GRID B-12

100% FOUNDATION SET 01.18.18



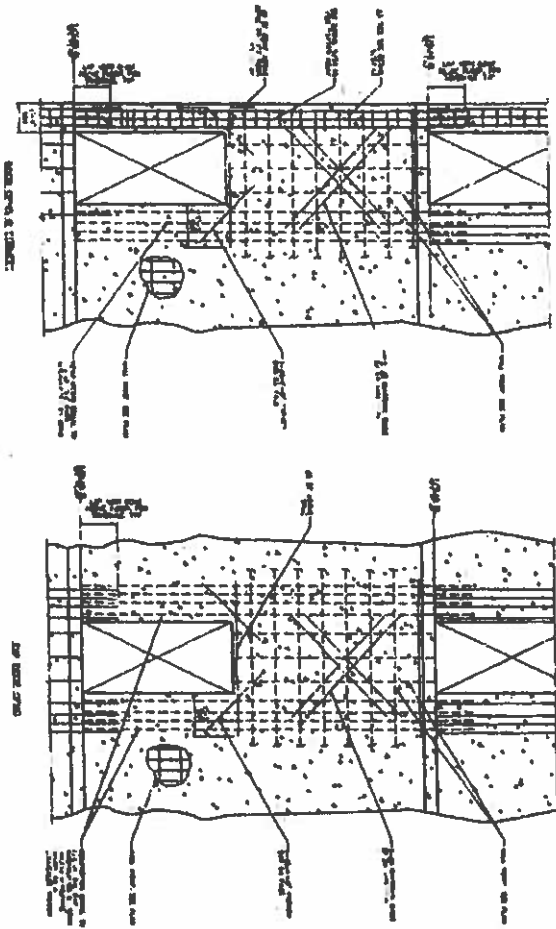
S4.42

SHEARWALL DETAILS

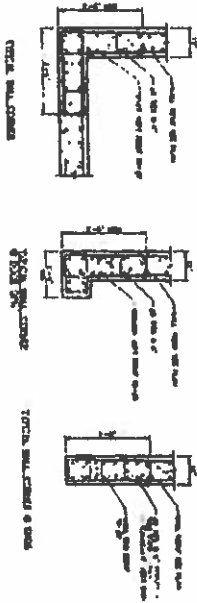
FREDERIKSTED REVITALIZATION PROJECT  
PAUL E. JOSEPH BASEBALL STADIUM  
AND SPORT COMPLEX

Steven E. Hutchins AIA Arch. Acct.  
100-119 ESTATE CASTLE COMPLEX  
CHRISTIANITY ST. CHURCH  
U.S. VIRGIN ISLANDS BAPTIST  
TEL. 340-776-8888 FAX 340-776-7764





102 DOOR OPENING DETAILS

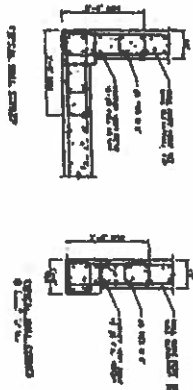


103 12" SHEAR WALL DETAILS

104 SCHEDULE

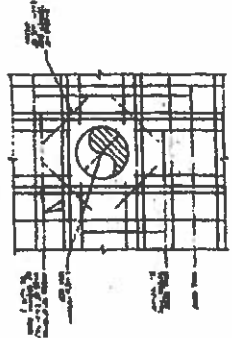
NO.	DESCRIPTION	QTY	UNIT
1	DOOR OPENING DETAIL	2	SQ. FT.
2	12" SHEAR WALL CORNER	3	SQ. FT.
3	12" SHEAR WALL CORNER	3	SQ. FT.
4	12" SHEAR WALL CORNER	3	SQ. FT.
5	12" SHEAR WALL CORNER	3	SQ. FT.
6	12" SHEAR WALL CORNER	3	SQ. FT.
7	12" SHEAR WALL CORNER	3	SQ. FT.
8	12" SHEAR WALL CORNER	3	SQ. FT.
9	12" SHEAR WALL CORNER	3	SQ. FT.
10	12" SHEAR WALL CORNER	3	SQ. FT.

105 12" SHEAR WALL DETAILS



106 SCHEDULE

107 WALL OPENING DETAIL



100% FOUNDATION SET 01.18.19

McGraw-Hill Construction