



Government of the U.S. Virgin Islands
DEPARTMENT OF PUBLIC WORKS

March 21, 2019

Commissioner Nominee Anthony Thomas
Department of Property & Procurement
Building #1, Sub Base, 3rd Floor
St. Thomas, U.S. Virgin Islands 00802

Re: Letter of Justification for 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. Periodical Pay Estimate 17

Dear Commissioner Nominee Anthony Thomas:

I am requesting your Agency's direct assistance in the expeditious processing and signature approval of this **Periodical Pay Estimate 17** in the amount of **TWO MILLION NINETY SIX THOUSAND FIFTY AND 50/100 DOLLARS (\$2,096,050.50)**. This request represents pertinent services rendered in the development of 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. This specifically represents Payment allowed by the Contract to avoid delays in delivery of materials to the site. This invoice is for piles and mat slab rebar in compliance with the following contract clauses:

From Section 8(a) of the Contract :

The Contractor shall be entitled to payment of the purchase and storage of Materials and Equipment for the Project off site provided that it complies with the payment processing procedures required under Appendix B.

From Section 28 of the Contract which states the intent of payments before delivery to site and clarifies that Title to the material will pass to the Government on payment to the Contractor, that the Contractor has the requirement and risk for materials until they are delivered to the site, and the Contractor has the requirement to replace any materials for which it has responsibility.

(c) **Passage of Title.** Title to all Materials and Equipment incorporated, or to be incorporated, into the Project (or to be stored for future incorporation into or used with respect to the Project) shall pass to Government at the earlier of (i) the time of payment therefor by Government regardless of whether then delivered to the Site, any other staging area for the Design/Build Work, or any storage facility maintained by Government or (ii) delivery to the Site or incorporation into the Project. No such passage of title shall relieve Contractor of its obligations under this Service Contract with respect to the protection of and care for such Materials and Equipment. Contractor warrants and guarantees that legal title to all Design/Build Work and Materials and Equipment incorporated, or to be incorporated, into the Project or to be stored for future incorporation into or use with respect to the Project shall pass to Government free and clear of any and all liens, claims, security interests or other encumbrances.

6002 Anna's Hope
St. Croix, V.I. 00820
(340) 773-1290

6 Susannaberg
St. John, V.I. 00830
(340) 776-6346

8244 Subbase
St. Thomas, V.I. 00802
(340) 776-4844

dpw.vi.gov

(d) Government and Contractor acknowledge that title to all Materials and Equipment to be transported to the Site by the Contractor remains with the Contractor until the earlier of the date payment is made or the date it arrives at the Site, and that Government has rights in such Materials and Equipment as a result of having made payment therefor, even if delivery has not been completed. To evidence such rights, Contractor hereby grants to Government a lien and security interest (including, to the extent applicable, a security interest under the Uniform Commercial Code) in the Materials and Equipment held by Contractor, or held by any Subcontractor and identified as goods to which this Service Contract (or any agreement with any Subcontractor or Vendor) refers, regardless of whether such Materials and Equipment are parts, inventory, Design/Build Work in progress or finished goods. Such security interest shall secure Contractor's obligations under this Service Contract, including the obligation to transfer title to Government upon termination as provided in Section 30 of this Contract. Contractor agrees to execute (and cause to be executed) such security agreements, financing statements or other lien or evidentiary documents as Government may reasonably request to evidence and perfect Government's rights in such Materials and Equipment. Until and to the extent such security agreements are entered into, this Service Contract shall operate as a security agreement.

(e) Contractor assumes all liability and risk until the Date of Substantial Completion related to damage to, or loss or destruction of (i) the Materials and Equipment (including consumables and regardless of where stored or located) and (ii) the Project. Contractor shall at its sole cost and expense promptly repair, restore or replace any property for which it has responsibility for risk of loss.

It is my recommendation that this payment be processed in accordance with GVI contractual obligations.

If you have any questions and/or concerns, please give James Grum, P.E., DPW/CIP Engineering Administrator a call at (340) 776-4844 ext. 4265.

Respectfully,



Nelson M. Petty Jr., P.E.
Commissioner Department of Public Works

NP/JG/jg

Attachments: Pay Estimate 17
Pay Estimate 17 Analysis

cc: Calvert White, Acting Commissioner of DSPR
James Grum, P.E., CIP Engineering Administrator, DPW

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

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

LOCATION: Rt. Croix

NAME OF CONTRACTOR: GEC, LLC

CONTRACT NO.: C003SPRC18(DEC)

PERIODIC ESTIMATE NO. 17

FOR PERIOD: 2-16-19

TO: 3/18/2019

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		
A	Pre-Subparation Work to 3/18/18							
1	Insurance	LB		\$ 1,013,875.00	\$ 1,013,875.00	1.0	\$ 1,013,875.00	100%
2	Architectural and Engineering Fees	LS		\$ 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	Lease Abatement (Owner's Contingency)	LB		\$ 188,500.00	\$ 188,500.00	1.0	\$ 188,500.00	100%
7	Mobilization	LB		\$ 182,500.00	\$ 182,500.00	1.0	\$ 182,500.00	100%
B	PAUL E. JOSEPH STADIUM							
1	90% Design (A&E & C&M) - Permits/Approvals	LS		\$ 1,680,000.00	\$ 1,680,000.00	1.0	\$ 1,680,000.00	100%
1a	90% Design	LS		\$ 300,000.00	\$ 300,000.00	1.0	\$ 300,000.00	100%
1b	100% Design	LS		\$ 40,000.00	\$ 40,000.00	0.25	\$ 10,000.00	25%
1c	Administration During Construction	LS		\$ 105,000.00	\$ 105,000.00	0.0	\$ -	0%
2	Foundation (Test piles and pile design)	LB		\$ 167,500.00	\$ 167,500.00	1.0	\$ 167,500.00	100%
2a	Surcharge Earthwork	LB		\$ 990,000.00	\$ 990,000.00	1.0	\$ 990,000.00	100%
2b	Surcharge Testing	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	0.57	\$ 2,127,382.50	57%
2d	Mat Slab Foundation	LB		\$ 3,488,850.00	\$ 3,488,850.00	0.16	\$ 560,032.50	16%
3	Structural Steel and Concrete Superstructure	LB		\$ 900,050.00	\$ 900,050.00	0.0	\$ -	0%
4	Field Seating	LB		\$ -	\$ -	0.0	\$ -	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	Thrusting and Gate Control	LB		\$ -	\$ -	0.0	\$ -	0%
18	Building Storage Area	LB		\$ -	\$ -	0.0	\$ -	0%
19	Dumpouts	LB		\$ -	\$ -	0.0	\$ -	0%
20	Stairways & Common Spaces	LB		\$ -	\$ -	0.0	\$ -	0%
21	Field - Grading, Drainage & Markings	LB		\$ -	\$ -	0.0	\$ -	0%
22	Equipment Storage Buildings	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	0.06	\$ 3,675.00	6%
27	Fire Safety	LB		\$ -	\$ -	0.0	\$ -	0%
28	Plumbing	LB		\$ 215,000.00	\$ 215,000.00	0.05	\$ 10,750.00	5%
29	Equipment, Concessors & Fixtures	LB		\$ -	\$ -	0.0	\$ -	0%
C	TERRENCE MARTIN FIELD							
1	90% Design (A&E & C&M) - Permits/Approvals	LS		\$ 200,000.00	\$ 200,000.00	1.0	\$ 200,000.00	100%
1a	90% Design	LS		\$ 30,000.00	\$ 30,000.00	1.0	\$ 30,000.00	100%
1b	100% Design	LS		\$ 7,500.00	\$ 7,500.00	0.0	\$ 7,500.00	0%
1c	Administration During Construction	LS		\$ 12,500.00	\$ 12,500.00	0.0	\$ -	0%
2	Foundations - Spread Footing Type	LB		\$ 150,000.00	\$ 150,000.00	0.0	\$ -	0%
3	Structure - Steel & Concrete Superstructure	LB		\$ 500,000.00	\$ 500,000.00	0.0	\$ -	0%
4	Structure - Seating & Amenities	LB		\$ 350,000.00	\$ 350,000.00	0.0	\$ -	0%
5	Fields	LB		\$ 300,000.00	\$ 300,000.00	0.0	\$ -	0%
6	Mechanical, Electrical & Plumbing	LB		\$ 400,000.00	\$ 400,000.00	0.0	\$ -	0%
7	Equipment, Concessors & Fixtures	LB		\$ 60,000.00	\$ 60,000.00	0.0	\$ -	0%
D	CRUCIAN CHRISTMAS CARNIVAL VILLAGE							
1	90% Design (A&E & C&M) - Permits/Approvals	LS		\$ 136,000.00	\$ 136,000.00	1.0	\$ 136,000.00	100%
1a	90% Design	LS		\$ 20,000.00	\$ 20,000.00	0.0	\$ -	0%
1b	100% Design	LS		\$ 5,500.00	\$ 5,500.00	0.0	\$ -	0%
1c	Administration During Construction	LS		\$ 8,500.00	\$ 8,500.00	0.0	\$ -	0%
2	Mechanical, Electrical & Plumbing	LB		\$ 150,000.00	\$ 150,000.00	0.0	\$ -	0%
3	Vendor Pads	LB		\$ 150,000.00	\$ 150,000.00	0.0	\$ -	0%
E	SITE IMPROVEMENTS							
1	90% Design (A&E & C&M) - Permits/Approvals	LS		\$ 65,200.00	\$ 65,200.00	1.0	\$ 65,200.00	100%
1a	90% Design	LS		\$ 110,000.00	\$ 110,000.00	0.0	\$ -	0%
1b	100% Design	LS		\$ 13,800.00	\$ 13,800.00	0.0	\$ -	0%
1c	Administration During Construction	LS		\$ 48,200.00	\$ 48,200.00	0.0	\$ -	0%
2	Earthwork & Grading	LB		\$ 500,000.00	\$ 500,000.00	1.0	\$ 500,000.00	100%
3	Site Infrastructure - Water	LB		\$ 350,000.00	\$ 350,000.00	0.0	\$ -	0%
4	Site Infrastructure - Electric	LB		\$ 400,000.00	\$ 400,000.00	0.0	\$ -	0%
5	Site Infrastructure - Lighting	LB		\$ 150,000.00	\$ 150,000.00	0.0	\$ -	0%
6	Roads, Parking & Pathways	LB		\$ 350,000.00	\$ 350,000.00	0.0	\$ -	0%
7	Site Improvements	LB		\$ 350,000.00	\$ 350,000.00	0.7	\$ 232,806.25	67%
8	Landscapes & Hardscapes	LB		\$ 150,000.00	\$ 150,000.00	0.0	\$ -	0%
F	Demolition Test Work, Lights	LB		\$ 150,000.00	\$ 150,000.00	1.0	\$ 150,000.00	100%
G	Owner's Contingency	LB		\$ 118,000.00	\$ 118,000.00	0.0	\$ 67,100.00	57%
H	Island Builder's Risk to 10-31-18	LB		\$ 200,000.00	\$ 200,000.00	1.0	\$ 200,000.00	100%
TOTAL					\$ 20,000,000.00		\$ 10,345,453.25	52%

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1 SCHEDULE OF CHANGE ORDERS

Item No.	Description of Item	APPROVED CHANGE ORDERS				COMPLETED TO DATE		Value of Uncompleted Work	% Completed to Date	
		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 80% Design, start 90% Design, update insurance and bonds, Revise BOA, Suspend Milestone Dates and Schedule, Approve PE II	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%	
5	Schedule of amounts for contract payments	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%	
6	Surcharge Earthwork	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%	
7	Locate Existing Utilities	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%	
8	Test Piles and Initial Earthwork	1	LS	\$ -	\$ -	1	\$ -	\$ -	100%	
9	Phase II Archaeological Survey by U of Alabama	1	LS	\$ -	\$ -	1	\$ -	\$ -	0%	
10	Finalist class books, re-design PEI 700 seats				\$ -		\$ -	\$ -	0%	
CHANGE ORDERS TOTAL							\$ -	\$ -		
TOTAL CONTRACT							\$ 20,000,000.00	\$ 10,345,433.25	\$ 8,854,886.75	

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 6 Prior)	\$	10,345,433.25
2. Extra work performed to date	\$	-
3. Total value of work performed to date	\$	10,345,433.25
4. Add: Materials stored at close of this period (Attached detailed Schedule)	\$	-
5. Less: Amount Retained	\$	(273,837.36)
6. Net amount earned on contract to date	\$	10,071,595.87
7. Other Deductions	\$	-
8. Less Amount of Previous payments	\$	7,974,045.37
9. BALANCE DUE THIS PAYMENT	\$	2,097,550.50

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 this Public Estimate are correct, that all work has been performed under materials supplied in full accordance with the terms and conditions of the contract between the GOVERNMENT OF THE VIRGIN ISLANDS and the Contractor and that the authorized divisions, subdivisions, alterations and/or additions that the foregoing is a true and correct statement of the contract account up to and including the date of the report covered by this Public Estimate, and that no part of the "Balance Due This Payment" has been received.

DEG, LLC
(Contractor)

By:

John A. Wood, Managing Member

[Signature] 3-20-19

5. CERTIFICATION OF AUTHORIZED GOVERNMENT REPRESENTATIVES

I have certified that I have checked and verified the Public Estimate No. 12 for the period 3-16-19 to 3-18-19 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 Public Estimate No. 12 has been inspected by me and/or my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with the Terms and conditions of the contract, drawings, plans and specifications, and/or duly authorized divisions, subdivisions, 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

[Signature]
The Honorable, CIVIL, Deputy Representative

[Signature]
James H. Pugh, Jr., P.E., Commissioner of Public Works

[Signature]
Robert White, Deputy Commissioner of Sports, Parks and Recreation

[Signature]
James Green, PE, Capital Improvements Project Engineering Administrator

Date 3-20-19
Date 3/22/19
Date 3/21/19
Date 3-21-19
Date _____

Anthony Thomas, Commissioner, Honorable of Virgin Islands Department of Property and Procurement

