

Contract No. PO-24-810-8102-688
(Supplemental Contract No. 2)





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:
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NOTICE TO PROCEED

September 23, 2024

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

RE: Supplemental Construction Contract No. PO-24-810-8102-688 - Supplemental Construction Contract No. 2 to the Design/Build of 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 **Friday, October 4, 2024**, and fully complete work within **Two Hundred Sixty-Eight (268)** calendar days. Your contract completion date is therefore **Saturday, June 28, 2025**.

The contract provides for an assessment of liquidated damages in the sum of **Four Hundred Fifty Dollars and Zero cents (\$450.00)** for each calendar day after the above established contract completion date that the work remains incomplete.

A pre-construction meeting has been scheduled for **Thursday, September 26, 2024, at 3:00 p.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,


Lisa M. Alejandro
Commissioner

LMA/drp/tc
dye

XC: Department of Sports, Parks & Recreation
Department of Public Works
Virgin Islands Public Finance Authority
Department of Property and Procurement Project File



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SUPPLEMENTAL CONSTRUCTION CONTRACT NO. 2

THIS AGREEMENT is made this 10th day of September, 2024, 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**, and a supplemental contract for the **Additional Work to the Design/Build of Paul E. Joseph Stadium & Sports Complex** on the island of St. Croix, U.S. Virgin Islands, under *Supplemental Contract No. C003ASPRC15(GEC)*, dated **February 26, 2022**, copies of which are attached and incorporated herein by reference; and

WHEREAS, the Government is desirous of additional work **for the Design/Build of Paul E. Joseph Stadium & Sports Complex** on the island of St. Croix, U.S. Virgin Islands which is more particularly described in Appendix A.2 (2nd Supplemental Scope of Work), and Attachment 1.2 to Appendix B (2nd Supplemental Compensation), incorporated herein by reference and made a part of this Supplemental Construction Contract No. 2; and

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

WHEREAS, the Contractor is willing and capable of providing such additional 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.2 (2nd Supplemental Scope of Work) incorporated herein by reference and made a part of this Supplemental Construction Contract No. 2.

2. TERM

This Contract shall commence upon execution by the Governor of the U.S. Virgin Islands and shall terminate within **Two Hundred Sixty-Eight (268)** 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.2, agrees to pay the Contractor the sum of **Five Million, One Hundred Twenty-Four Thousand Dollars and Zero Cents (\$5,124,000.00)** in accordance with the provisions set forth in Attachment 1.2 to Appendix B (2nd Supplemental Compensation), attached hereto is hereby incorporated by reference and made a part of this Supplemental Construction Contract No. 2.

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 Fifty Dollars and Zero Cents (\$450.00)** 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

Lisa M. Alejandro

Commissioner

Department of Property and Procurement

8201 Sub Base, Suite 4

St. Thomas, VI 00802

Calvert White

Commissioner

Department of Sports, Parks and Recreation

8201 Sub Base, Suite 206

St. Thomas, VI 00802



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CONTRACTOR

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

8. INSURANCE

The Contractor shall maintain the following insurance coverages during the term of this Supplemental Construction Contract No. 2:

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury, two million dollars (\$2,000,000.00) in the aggregate, one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

All terms and conditions of the contract for the **Design/Build of Paul E. Joseph Stadium & Sports Complex, St. Croix, U.S. Virgin Islands**, in Contract No. **C003SPRC15(GEC)**, dated **November 19, 2014**, and of the supplemental contract for the **Additional Work to the Design/Build of Paul E. Joseph Stadium & Sports Complex, St. Croix, U.S. Virgin Islands**, in Supplemental Contract No. **C003ASPRC15(GEC)**, dated **February 26, 2022**, both attached hereto and incorporated herein by reference, shall remain in full force and effect.

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WITNESSES:

Charles J. Jones
Charles J. Jones

GOVERNMENT OF THE VIRGIN ISLANDS

By: [Signature]
Mario Brooks, Acting Commissioner
Virgin Islands Police Department

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS }
DIVISION OF ST. THOMAS AND ST. JOHN } SS

On this 20 day of June, 2024, before me, personally appeared Ray A. Martinez, as the Commissioner of the Virgin Islands Police Department, to me known to be the person that executed the within and foregoing instrument and acknowledged that he executed the same as his free act and deed.

Zaida M. Castro
NOTARY PUBLIC

Zaida M. Castro
GOVERNMENT NOTARY PUBLIC
Government Employees' Retirement System
GNP-18-24
At the Pleasure of the Lieutenant Governor
STT/STJ USVI District

Approved as to Legal Sufficiency

Date: 9/4/2024

Sean P. Bailey, AAG
Assistant Attorney General

APPROVED:

[Signature]
Albert Bryan Jr.
Governor of the Virgin Islands

Date: 9-10-2024



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Appendix A.2
2nd Supplemental Scope of Work

**Supplemental Contract No. 2 to the Design/Build of Paul E. Joseph
Stadium & Sports Complex, St. Croix, Virgin Islands**

ITEM NO.	DESCRIPTION OF ITEMS	UNIT	QTY.	UNIT PRICE	COST
B-7(iii)	Construction of a Press Box/Announcer's Booth				
B-7(iii)-1	Construction	LS.	1	\$350,000.00	\$350,000.00
B-7(iii)-2	Design, Engineering, Permitting	LS.	1	\$35,000.00	\$35,000.00
B-4(iig)	Construction for Backs on Bleachers	LS.	1	\$150,000.00	\$150,000.00
B-7(iv)	Construction of Four Additional Camera Locations for the Media	LS.	1	\$60,000.00	\$60,000.00
B-26(g)	Installation of a 750kw Site Generator				
B-26(g)-1	Construction	LS.	1	\$870,000.00	\$870,000.00
B-26(g)-2	Design, Engineering, Permitting	LS.	1	\$35,000.00	\$35,000.00
B-7(v)	Addition of a Camera Platform at Outfield for Camera, incl. Roof, Railings & Secure Stairs				
B-7(v)-1	Construction	LS.	1	\$54,000.00	\$54,000.00
B-7(v)-2	Design, Engineering, Permitting	LS.	1	\$10,000.00	\$10,000.00
ALL-1	Installation of Field & Concession Equipment Allowance	LS.	1	\$500,000.00	\$500,000.00
E-5(v)-1	Change the Outfield Perimeter Wall to Concrete with Padding				
E-5(v)-1a	Construction	LS.	1	\$1,240,000.00	\$1,240,000.00
E-5(v)-1b	Design, Engineering, Permitting	LS.	1	\$25,000.00	\$25,000.00
E-5(ii)-1	Change Site Lighting to Solar				
E-5(ii)-1a	Construction	LS.	1	\$250,000.00	\$250,000.00
E-5(ii)-1b	Design, Engineering, Permitting	LS.	1	\$6,000.00	\$6,000.00
C-4(iig)	Addition of a Lawn Equipment Storage under the Terrance Martin Softball Field Bleachers				
C-4(iig)-1	Construction	LS.	1	\$75,000.00	\$75,000.00
C-4(iig)-2	Design, Engineering, Permitting	LS.	1	\$15,000.00	\$15,000.00
E-8	Addition of a Perimeter Fence to Enclose Project Site	LS.	1	\$375,000.00	\$375,000.00



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Appendix A.2

2nd Supplemental Scope of Work

ITEM NO.	DESCRIPTION OF ITEMS	UNIT	QTY.	UNIT PRICE	COST
F	Conditional Letter of Map Revision (CLOMR) Improvements				
F-1	(A) 10-foot-wide Drainage Swale East Side	LS.	1	\$25,000.00	\$25,000.00
F-2	(B) Drainage Swale West Side	LS.	1	\$15,000.00	\$15,000.00
F-3	(C) Concrete Retaining Wall East Side	LS.	1	\$90,000.00	\$90,000.00
F-4	(D) Additional Site Grading	LS.	1	\$130,000.00	\$130,000.00
E-9	The Design and Addition of Security Cameras	LS.	1	\$50,000.00	\$50,000.00
E-3(iv)	Installation of Sewer Manholes at the Terrance Martin Softball Field				
E-3(iv)-1	Construction	LS.	1	80,000.00	\$80,000.00
E-3(iv)-2	Design, Engineering, Permitting	LS.	1	\$10,000.00	\$10,000.00
E-10	Installation of New Duct Banks for Future Fiber Relocation				
E-10a	Construction	LS.	1	\$600,000.00	\$600,000.00
E-10b	Design, Engineering, Permitting	LS.	1	\$24,000.00	\$24,000.00
E-11	Design for Camera Connections at Stadium and Media Connection Panel at the Parking Lot	LS.	1	\$50,000.00	\$50,000.00
TOTAL CONTRACT AMOUNT:					
FIVE MILLION, ONE HUNDRED TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS					\$5,124,000.00



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Attachment 1.2 to Appendix B
2nd Supplemental Compensation

The Government, in consideration of the satisfactory performance of the services described in Appendix A.2 (2nd 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 1.2 to Appendix B.

The Parties agree that the sum to be paid under this Contract is **Five Million, One Hundred Twenty-Four Thousand Dollars and Zero Cents (\$5,124,000.00)**. 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.