

SUPPLEMENTAL CONSTRUCTION CONTRACT

THIS AGREEMENT is made this 2nd day of September 2014 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, DEPARTMENT OF PROPERTY AND PROCUREMENT, on behalf of DEPARTMENT OF PUBLIC WORKS (hereinafter referred to as "Government") and GRADE-ALL HEAVY EQUIPMENT, INC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the parties entered into a contract for the **Leonardo Trotman Drive Roadway - Phase 1** on the island of **St. Thomas, Virgin Islands**, *Original Contract No. C002DPWT12(GAHE)* dated **March 20, 2012**, a copy of which is attached and incorporated herein by reference; and

WHEREAS, the Government is desirous of **Additional Work to Leonardo Trotman Drive Roadway - Phase 1 (Roadway Paving), St. Thomas, Virgin Islands** which are more particularly described in Addendum I (Scope of Work), Addendum II (Compensation), Addendum III (General Provisions), and Addendum IV (Termination of Contracts) 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 **Leonardo Trotman Drive Roadway - Phase 1** on the island of **St. Thomas, Virgin Islands** for the betterment of services to the public and working conditions in general: and

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

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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 Addendum I (Scope of Work) incorporated herein by reference and made a part of this contract.

2. TERM

This Contract shall commence upon signature by the Governor and shall be completed within **one hundred eighty (180)** calendar days thereafter, or in accordance with an agreed upon extension pursuant to the General Provisions. Particular reference should be made to the Notice to Proceed.

3. COMPENSATION

The Government, in consideration of satisfactory performance of the services described in Addendum I, agrees to pay the Contractor the sum of **One million Three hundred Fifty-Four thousand Two dollars and Fifty cents (\$1,354,002.50)** in accordance with the provisions set forth in Addendum II (Compensation), attached hereto and integrated herein by reference.

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, liquidated damages of **\$600.00** 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.

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

Mrs. Lynn A. Millin Maduro
Commissioner
Department of Property and Procurement
Building No. 1, Third Floor, Subbase
St. Thomas, VI 00802

CONTRACTOR

Mr. Eric W. Castro
President
Grade-All Heavy Equipment, Inc.
8293 Subbase
St. Thomas, Virgin Islands 00802

Except as stated herein, all other terms and conditions of the contract for the **Leonardo Trotman Drive Roadway - Phase 1** on the island of **St. Thomas, Virgin Islands**, *Original Contract No. C002DPWT12(GAHE)* dated **March 20, 2012**, shall remain in full force and effect.

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

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Lisa Mill

Lynn A. Millin Maduro
Lynn A. Millin Maduro, Commissioner
Department of Property and Procurement

CONTRACTOR

Welfredo Castro

Eric W. Castro
Eric W. Castro, President
Grade-All Heavy Equipment, Inc.
(Corporate seal, if Contractor is a corporation)

APPROVED:

John P. deJongh, Jr.
John P. deJongh, Jr.
Governor of the Virgin Islands

Date: 9/2/2014

APPROVED AS TO LEGAL SUFFICIENCY
AT THE DEPARTMENT OF JUSTICE BY:

Kimberly Jones

Date: 9/21/14

MED NO.

LORG: _____ ACCT: _____
ACCOUNT CODE NO.

CC: _____

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Construction Contract No. C002DPWT12(GAHE) entered into between the **Department of Public Works** and **GRADE-ALL HEAVY EQUIPMENT, INC.**

Lynn A. Millin Maduro, Commissioner
Department of Property and Procurement