

**AMENDMENT TO PROFESSIONAL SERVICES CONTRACT**

THIS AMENDMENT to Professional Services Contract (hereinafter "Amendment") made this 1<sup>st</sup> day of October 2016, in the Territory of the Virgin Islands, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS, Department of Property and Procurement**, on behalf of the **Department of Education**, 1834 Kongens Gade, St. Thomas, Virgin Islands 00802-6746 (hereinafter referred to as "Government") and **SCHOOL BUSING, INC.**, a Virgin Islands Corporation, Bovoni #2-2, St. Thomas, Virgin Islands 00802 (hereinafter referred to as "Contractor"). The Government and the Contractor are collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Government and Contractor entered into a Contract for Professional Services No. PC085DOE12 (hereinafter referred to as "Contract") on October 1, 2011, for the Contractor to furnish pupil transportation for its regular education schedule and summer schedules to and from the schools and designated points on the island of St. Thomas, and other events and/or activities; and

**WHEREAS**, the Contract will expire on September 30, 2016; and

**WHEREAS**, the Parties desire to extend the term of the Contract for the Contractor to continue to provide the services referenced herein for an additional three (3) years to expire September 30, 2019; and

**WHEREAS**, the additional services shall require an increase in compensation of **Nine Million, Five Hundred Eighty-Three Thousand, One Hundred Forty-Seven Dollars and Sixty-Two Cents (\$9,583,147.62)**, increasing the total Compensation of the Contract in an amount not to exceed **Twenty-Five Million, Fifteen Thousand, Seven Hundred Sixty-Five Dollars and Thirty-Two Cents (\$25,015,765.32)**; and


**WHEREAS**, the Contractor represents that it is willing and capable of performing the services under this Contract; and

1. Paragraph 2 (Term) of the Contract is amended to state the following:

"The term of this Contract shall commence on October 1, 2011 and shall terminate on September 30, 2019."

2. Paragraph 3 (Compensation) of the Contract is amended to state the following:

"The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), attached hereto, incorporated herein, and made a part of this Contract by reference, agrees to pay Contractor in an amount not to exceed **Twenty-Five Million, Fifteen Thousand, Seven Hundred Sixty-Five Dollars and Thirty-Two Cents (\$25,015,765.32)** in accordance with the provisions

Contractor's Initials: 

Contract No.

**PC051DOE15**

Amends Contract No. PC085DOE12

DEPARTMENT OF JUSTICE  
OFFICE OF THE  
ATTORNEY GENERAL  
21 5 19 PM 5:14

set forth in Addendum II (Compensation) attached hereto, incorporated herein and made a part of this contract by reference.”

3. Paragraph 27 (Liability Insurance) of the Contract is amended to state the following:

“The Contractor shall provide the Government with proof of General Liability Insurance coverage for the entire period of this Contract. The Contractor shall be insured under a Commercial General Liability Insurance policy amounting to no less than **Three Million Dollars and Zero Cents (\$3,000,000.00)** for each occurrence. The Contractor shall provide the Government with a Certificate of Liability Insurance, addressed to the Government, and indicating the Government of the Virgin Islands as a certificate holder and an additional insured. In the event that the Contractor’s existing coverage will expire before the end of the term of this Contract, the Contractor shall provide a certificate of insurance for renewal of coverage within ten (10) days after beginning of the new period of the insurance. Additionally, the Contractor shall provide the Government with proof of Auto Insurance Policy for the entire period of this Contract. The Contractor shall ensure that each vehicle used for transportation under this Contract shall be insured under an Auto Insurance Policy amounting to no less than **One Million, Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00)** for each occurrence and shall submit the Schedule of Vehicles. The Contractor shall provide the Government with a Certificate of Liability Insurance addressed to the Government, and indicating the Government of the Virgin Islands as a certificate holder. In the event that the Contractor’s existing coverage will expire before the end of the term of this Contract, the Contractor shall provide a certificate of insurance for renewal of coverage within ten (10) days after beginning of the new period of the insurance. Both insurance policies shall be maintained with insurer(s) and in a form satisfactory to the Government.”

4. ADDENDUM II (Compensation) of the Contract is deleted in its entirety and replaced by the attached AMENDMENT I TO ADDENDUM II (Compensation) outlining the compensation to be paid Contractor for the services described in ADDENDUM I (Scope of Services), in the amount not to exceed **Twenty-Five Million, Fifteen Thousand, Seven Hundred Sixty-Five Dollars and Thirty-Two Cents (\$25,015,765.32)**
5. This Amendment to the Contract is subject to the approval of the Governor of the Virgin Islands and the appropriation and availability of funds.
6. Except as expressly amended herein, all other terms and conditions of the Contract remain in full force and effect.

Contractor’s Initials: 

Contract No.

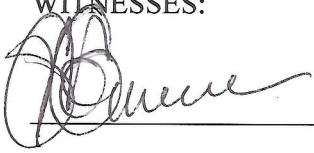
**PC051DOE15**


Amends Contract No. PC085DOE12

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.


WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

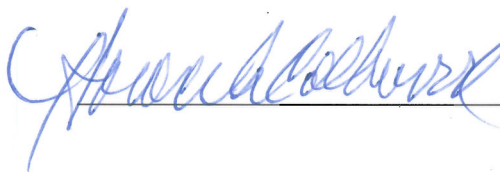
  
\_\_\_\_\_

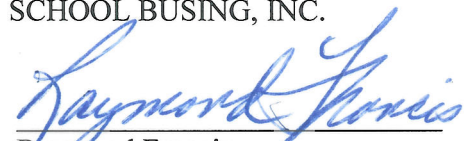
 2/17/15  
Sharon A. McCollum, PhD  
Date  
Commissioner Designee  
DEPARTMENT OF EDUCATION

  
\_\_\_\_\_


 3/17/15  
Cecilia Milliner-Emanuel  
Date  
Acting Commissioner  
DEPARTMENT OF PROPERTY AND PROCUEMENT

CONTRACTOR  
SCHOOL BUSING, INC.

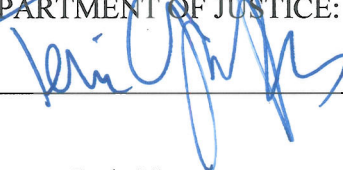
  
\_\_\_\_\_

 2/13/15  
Raymond Francis  
Date  
President

APPROVED:

  
\_\_\_\_\_ 3-08-17  
KENNETH E. MAPP  
Date  
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED FOR LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE:

  
\_\_\_\_\_ 3/26/15  
Date

Account Code No. \_\_\_\_\_

Purchase Order No. \_\_\_\_\_

Contractor's Initials: 

Contract No. **PC051DOE15**