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**SUPPLEMENTAL  
CONSTRUCTION CONTRACT**

THIS AGREEMENT is made this 25th day of July, 2022, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement, on behalf of the **Virgin Islands Department of Education** (hereinafter referred to as "Government") and **Professional Design/ Builders, Inc., d/b/a Custom Builders** (hereinafter referred to as "Contractor").

**WITNESSETH:**

WHEREAS, the parties entered into a contract for the **Modernization/ Renovation of the Glady's Abraham Elementary School on the island of St. Thomas, Virgin Islands**, *Original Contract No. C021DOET20 (CB), dated March 1, 2021*, a copy of which is attached and incorporated herein by reference; and

WHEREAS, the Government is desirous of **Additional Work for the Modernization/ Renovation of the Glady's Abraham Elementary School on the island of St. Thomas, Virgin Islands** which are more particularly described in Supplemental Addendum I (Supplemental Scope of Work), Supplemental **Addendum II** (Supplemental Compensation), incorporated herein by reference and made a part of this supplemental construction contract; and

WHEREAS, these services are an integral and functional part of the **Modernization/ Renovation of the Glady's Abraham Elementary School 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 such 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 Supplemental Addendum I (Supplemental Scope of Work) incorporated herein by reference and made a part of this construction contract.

**2. TERM**

This Contract shall commence upon execution by the Governor of the United States Virgin Islands and shall terminate within **One Hundred Twenty (120)** 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 Supplemental Addendum I, agrees to pay the Contractor the sum of **Three Million, Twenty-Nine Thousand Six Hundred Sixty Dollars and Ten Cents (\$3,029,660.10)**, in accordance with the provisions set forth in Supplemental Addendum II (Compensation), attached hereto is hereby incorporated by reference and made a part of this contract.

### 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, **Three Hundred Dollars (\$300.00)**, 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 United States 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. DEBARMENT CERTIFICATION

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.





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## 8. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

## 9. DAVIS BACON ACT

Contractor hereby agrees that it shall comply with all rulings and interpretations of the Davis-Bacon Act (40 USC 276a-5) and that the contractor and subcontractor agrees that all employees shall be paid the local prevailing wages as established by Virgin Islands statutes and laws.

## 10. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract

- (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 and 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.

## 11. PAYMENT AND PERFORMANCE BONDS

The Contractor shall comply with the following minimum bonding requirements:

- (a) A performance bond to secure Contractor's obligations and performance under the contract for 100% of the Contract price; and
- (b) A payment bond to assure payment to all persons supplying labor and material in the execution of the work provided for in the contract for 100% of the Contract price.



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## 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

**Anthony D. Thomas**  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas USVI 00802

**Racquel Berry Benjamin**  
Commissioner  
Virgin Islands Department of Education  
1834 Kongens Gade  
St. Thomas, Virgin Islands 00802

### CONTRACTOR

**Jerome T. Boschulte**  
President  
Professional Design Builders, Inc. d/b/a Custom Builders  
4028 Anna's Retreat  
St. Thomas, Virgin Islands 00802

All terms and conditions of the contract for the **Modernization/ Renovation of the Glady's Abraham Elementary School on the island of St. Thomas, Virgin Islands**, and *Original Contract C021DOET20 (CB), dated March 1, 2021*, shall remain in full force and effect.

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INTENTIONALLY.**



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

**GOVERNMENT OF THE VIRGIN ISLANDS**

*Racquel Berry Benjamin*

Date: May 23, 2022

**Racquel Berry Benjamin**  
**Commissioner**  
Virgin Islands Department of Education

*Anthony D. Thomas*

Date: 6/29/2022

**Anthony D. Thomas**  
**Commissioner**  
Department of Property and Procurement

**CONTRACTOR**

*Jerome T. Boschulte*  
Jerome T. Boschulte (May 20, 2022 13:02 EDT)

Date: May 20, 2022

**Jerome T. Boschulte**  
**President**  
Professional Design/ Builders, Inc. d/b/a Custom Builders

*(Corporate seal, if Contractor is a corporation)*

APPROVED:

*Albert Bryan Jr*

Date: 7/27/22

**Albert Bryan Jr**  
**GOVERNOR OF THE VIRGIN ISLANDS**

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

*Carol E. McDermott* 6/30/2022  
Assistant Attorney General

Date \_\_\_\_\_

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