

SUPPLEMENTAL CONSTRUCTION CONTRACT

THIS AGREEMENT is made this 21st day of August, 2022, 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 **Office of the Governor** (hereinafter referred to as "Government") and **J. Benton Construction, LLC** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the parties entered into a contract for the *Rehabilitation of the Government House on St. Thomas, Virgin Islands, Original Contract No. C006OOGT20 (JBC)*, dated January 30, 2020, a copy of which is attached and incorporated herein by reference; and

WHEREAS, the Government is desirous of additional work for the *Rehabilitation of the Government House on St. Thomas, Virgin Islands*, which are more particularly described in Supplemental Addendum 1, (Scope of Work), Supplemental Addendum II (Compensation) 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 *Rehabilitation of the Government House on 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 (Scope of Work) incorporated herein by reference and made a part of this supplemental construction contract.

2. TERM

This Contract shall commence upon execution by the Governor and shall terminate **within Two Hundred Forty (240) calendar days**, from the issuance of the formal Notice to Proceed, or in accordance with an agreed upon extension pursuant to the General Provisions.

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 **One Million Seven Hundred Ninety-Eight Thousand Three Hundred Fifty-Eight Dollars and Sixty-Eight Cents (\$1,798,358.68)**, 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, liquidated damages of **Two Hundred Fifty (\$250.00)**, 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 shall be the day of execution of the Contract by the Governor.

6. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present and claim upon or against the Government of the Virgin Islands, or any officer, department, boards, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contract acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands Law.

7. DEBARMENT CLAUSE

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.

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. 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:

10. OTHER PROVISIONS

Supplemental Addendum I (Scope of Work), and Supplemental Addendum II (Compensation), attached hereto are hereby incorporated by reference and made a part of this contract.

11. 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.

12. 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.

GOVERNMENT

Anthony D. Thomas
Commissioner
Department of Property and Procurement
8201 Subbase, 3rd Floor
U. S. Virgin Islands 00802

Albert Bryan Jr
Governor of the Virgin Islands
Office of the Governor
No. 21 & 22 Kongens Gade
St. Thomas, Virgin Islands 00802

CONTRACTOR

Eric Cusin
Vice President
J. Benton Construction, LLC
3000 Orange Grove
Christiansted, Virgin Islands 00820

All terms and conditions of the contract for the **Rehabilitation of the Government House on St. Thomas, Virgin Islands**, and *Original Contract No. C006OOGT20 (JBC)*, dated *January 30, 2020*, shall remain in full force and effect.

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

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

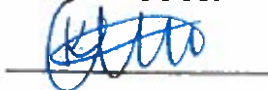




Date: 7/27/2022

Anthony D. Thomas
Commissioner
Department of Property and Procurement

CONTRACTOR





Date: 6/28/22

Eric Cusin
Vice President
J. Benton Construction, LLC

(Corporate seal, if Contractor is a corporation)



APPROVED:



Date: 8/21/22

Albert Bryan Jr
GOVERNOR OF THE VIRGIN ISLANDS

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


Assistant Attorney General

Date 8/2/2022

Purchase Order No.
