

SUPPLEMENTAL  
CONSTRUCTION CONTRACT

THIS AGREEMENT is made this 24th day of January, 2023, 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 Public Works** (hereinafter referred to as "Government") and **Grace Civil, LLC** (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the parties entered into a contract for the **Estate Misgunst and Lerkenlund Road Repairs (Routes 37 & 40) on St. Thomas, Virgin Islands**, Original Contract No. C025DPWT21 (GC), dated October 8, 2021, a copy of which is attached and incorporated herein by reference; and

**WHEREAS**, the Government is desirous of **additional road work repairs at the Estate Misgunst and Lerkenlund Road (Route 37 & 40) on 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 **Estate Misgunst and Lerkenlund Road Repairs (Routes 37 & 40)**, 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 supplemental construction contract.

**2. TERM**

This Contract shall commence upon execution by the Commissioner of the Department of Property and Procurement and shall terminate within **Ninety-Two (92) 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 **Two Hundred Sixty-Five Thousand Six Hundred Fifty Dollars and Zero Cent (\$265,650.00)**, in accordance with the provisions set forth in Supplemental Addendum II (Supplemental Compensation), attached hereto is hereby incorporated by reference and made a part of this supplemental construction 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 **One Hundred Dollars (\$100.00)**, 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 Commissioner of the Department of Property and Procurement.

### 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 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.

### 8. 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 Subbase, 3<sup>rd</sup> Floor  
U. S. Virgin Islands 00802

**Derek Gabriel**  
**Commissioner**  
Department of Public Works  
8244 Subbase  
St. Thomas, Virgin Islands 00802

**CONTRACTOR**

**William Haugland**  
**CEO**  
Grace Civil, LLC  
P. O. Box 11309  
St. Thomas, Virgin Islands 00802

**9. OTHER PROVISIONS**

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

**10. INSURANCE**

The 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:** The contractor shall supply current coverage under the Government Insurance Fund or other forms of coverage.

**11. PAYMENT AND PERFORMANCE BONDS**

The Contractor shall comply with the following minimum bonding requirements:

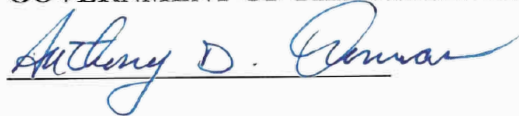
- (a) A performance bond to secure the Contractor's obligations and performance under the contract for 100% of the Contract price; and
- (b) A payment bond to assure payment to all persons supplying labor and material in the execution of the work provided for in the contract for 100% of the Contract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

All terms and conditions of the contract for the **Estate Misgunst and Lerkenlund Road Repairs (Routes 37 & 40) on St. Thomas, Virgin Islands**, and Original Contract No. **C025DPWT21 (GC)**, dated **October 8, 2021**, 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.

**GOVERNMENT OF THE VIRGIN ISLANDS**



Date: 1/24/2023

<sup>mkp</sup>  
**Anthony D. Thomas**  
**Commissioner**  
Department of Property and Procurement



Date: 1/13/2023

**Derek Gabriel**  
**Commissioner**  
Department of Public Works

**CONTRACTOR**



Date: 1/12/23

**William Haugland**  
**CEO**  
Grace Civil, LLC

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

  
Assistant Attorney General

Date 1/23/2023

Purchase Order No.  
  
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