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[VERSION: 6/1/2026(2)]

INSTRUCTIONS FOR AMENDMENT OF PROFESSIONAL SERVICES CONTRACT VALUED UP TO $1,000.000.00

1. These instructions are not a part of the template, do **not** submit these Instructions to DPP.

2. All information in red font must be updated by the User Agency in completing the amendment. The red font is meant to draw the user agency's attention to the areas which require changes. Upon updating the required sections, please change the font color to black. Do not submit contractual documents to DPP with Red Font.

3. In instances where a word is in square brackets in red font, i.e. [User Agency], agencies must update the required information, delete the brackets and change the font to black.

4. In instances where text in red appears in parentheses as shown below, this constitutes instructions in the template, and these instructions or the entire clause should be deleted by the user agency based on the applicable circumstances. (Insert this clause only if the contract is being amended to extend the Term).

5. Number every Amendment and keep track of the numbering sequence. Number the amended Addenda consistent with the numbering of the Amendment in sequence

6. Ensure the paragraph numbers referenced in the Terms and Conditions of the Amendment correspond with the associated numbers in the Contract being amended.

7. This template can be utilized for Amendments for time only, changes in time, plus changes in compensation and scope, or any combination thereof.

8. If the Contract is valued under $1,000,000.00 but the compensation will exceed $1,000,000.00 through the proposed Amendment utilize Amendment Template V. 9.30.2022(1).

9. Use the Contract Administration PowerPoint dated 2/3/2025, available in the Procurement Toolkit in Teams for further guidance.

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AMENDMENT No. [Insert 1, 2 or 3 as applicable) OF
PROFESSIONAL SERVICES CONTRACT [Up to $1,000,000.00]

THIS AMENDMENT made as of the _____ day of _____, 20___ 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 [Insert Department Name]** (hereinafter referred to as "**Government**") and **[Insert Contractor/Company Name as it appears on formation documents]** whose address is [Insert Contractor's/ Company's mailing address] (hereinafter referred to as "**Contractor**").

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH

WHEREAS, pursuant to Contract No. **[Insert Contract Number]** approved by the Commissioner of Property and Procurement on [insert date of Commissioner of DPP's approval] and its Amendment No. 1, [only include reference to Amendments if any amendments were done], approved by Commissioner of the Department of Property and Procurement on [insert date of Governor's or Commissioner of DPP's approval on amendments, if applicable], (which constitute and are hereinafter referred to as the "Contract"), the Government contracted with Contractor to provide [insert summary of services]; and

WHEREAS, the Contract expires pursuant to its terms on [insert date for expiration]; and

WHEREAS, the parties desire to amend the Contract, to extend its term by one (1) year, to change the Scope of Work or Scope of Services in Addendum I to include [insert description of changes], and [to increase the compensation by _____ ($_____)]; and (this clause can be revised depending on whether an agency is amending for time only, or for change in scope and compensation, or any combination thereof).

WHEREAS, the amendment of the Contract pursuant to this Amendment of Professional Services Contract shall not result in any change to the scope of work provided for under the Contract and shall not require an increase to the compensation originally provided for under the Contract. (Insert this clause only if the contract is being amended to extend the Term only and there is no effect on the Scope).

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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TERMS AND CONDITIONS

1. The Contract, is hereby amended and its term extended by one (1) year by deleting all existing language contained in Paragraph 2 and replacing it with language as follows:

   "The Term of this Contract shall be from October 1, 2025 to September 30, 2026. Upon the execution of this Contract by the Commissioner of the Department of Property and Procurement, this Contract shall be effective for the Term set out herein. The Government in its sole discretion will have the option to renew this Contract for one (1) additional period of one (1) year upon the same terms by providing the Contractor with sixty (60) days written notice of the Government's election to renew the Contract." (only insert if the term of the Contract is being amended.)

2. Paragraph No. 3 – Compensation is hereby amended to increase the compensation by Fifty Thousand Dollars and Zero Cents ($50,000.00) for a total amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) by deleting all of the existing language contained therein and replacing it with new language as follows:

   "The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services) [or 1st Amended Addendum I (1st Amended Scope of Services) – if Addendum I is being amended] agrees to pay Contractor the sum not to exceed Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) in accordance with the provisions set forth in 1st Amended Addendum II (1st Amended Compensation) attached hereto and made a part of this Contract." (only insert if the compensation is being amended)

3. Addenda I and/ or II of the Contract are revised by deleting all terms contained therein and inserting in lieu thereof all of the terms contained in 1st Amened Addendum I (1st Amended Scope of Services) and 1st Amended Addendum II (1st Amended Compensation) attached hereto and incorporated into the Contract by this reference. (only insert if the contract is being amended to change the scope of services and/or compensation. Note addenda is the plural of addendum, therefore if only I or II is being amended refer to Addendum I or Addendum II)

4. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement and to the appropriation and availability of funds.

5. Except as expressly amended in this Amendment, all terms of the Contract and Amendment No. 1 (only insert reference to Amendment No. 1 if applicable) remain in full force and effect.

6. **SEVERABILITY**

If any paragraph, term, or provision of this Amendment is determined to be invalid or unenforceable, such determination shall have no effect on the validity of any other paragraph, term, or provision of this Amendment, all of which will remain in full force and effect for the term of the Contract.

7. **FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

A facsimile, electronic or digital signature on this Amendment shall be deemed an original and binding upon the Parties hereto.

The Parties have hereunto set their hands on the day and year as set forth below.

GOVERNMENT OF THE VIRGIN ISLANDS

_____ Date: _____
[Name], Commissioner
Department of [User Agency]

_____ Date:_____
Lisa M. Alejandro, Commissioner
Department of Property & Procurement

CONTRACTOR

_____ Date: _____
[Name, Title]
[Name of Company]

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _____ Date _____
Assistant Attorney General

Contract No. _____ Initials: _____