

**VIRGIN ISLANDS WATER AND POWER AUTHORITY
POST OFFICE BOX 1450
SAINT THOMAS
U.S. VIRGIN ISLANDS 00804-1450**



ADDENDUM I

This Addendum I to Contract SC-06-22 is hereby entered into this ____ day of April 2024 between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (herein referred to as the "Authority") and **NATIONAL RESPONSE CORPORATION** (herein referred to as the "Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as "the Parties."

WHEREAS, on June 21, 2022, the Parties entered Contract SC-06-22 (the "Contract"), wherein the Contractor agreed to provide the Authority with Oil Spill Emergency Response Services and Hazardous Waste Operations and Emergency Response (HAZWOPER) Training. A copy of said Contract is attached hereto and made a part thereof as Appendix "A";

WHEREAS, the Parties seek to expand the Contract to include an additional "Scope of Work" under "Addendum I" to require the Contractor to provide spill mitigation personnel, equipment, and expertise with the cleanup/mitigation, equipment, and expertise with the cleanup/mitigation efforts of the October 2023 oil release from Tank 11 and in the Lindbergh Bay Area; and

WHEREAS, due to the additional "Scope of Work" the Parties also seek to increase the Contract "Consideration" in the amount of One Million Four Hundred Thousand Dollars and 00/100 (\$1,400,000.00) for a new total Contract "Consideration" not to exceed One Million Five Hundred Fifty-Six Thousand Six Hundred Dollars and 00/100 (\$1,556,600.00). Further, the Parties agree to extend the Contract "Term", through October 30, 2024.

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NOW THEREFORE, in consideration of the mutual promises and conditions herein, the Parties, intending to be legally bound, agree as follows:

1. That the Preamble to this Addendum I constitutes an integral part thereof;
2. That this Addendum I to the Contract incorporates an additional "Scope Work" to include spill mitigation personnel, equipment, and expertise with the cleanup/mitigation, equipment, and expertise with the cleanup/mitigation efforts of the October 2023 oil release from Tank 11 and in the Lindbergh Bay Area;
3. That this Addendum I to the Contract increases the Contract "Consideration" in an amount Not to Exceed One Million Four Hundred Thousand Dollars and 00/100 (\$1,400,000.00);
4. That Section 2 of the Contract entitled "Consideration" shall be amended to include the additional monies of this Addendum I for an overall Contract "Consideration" not to exceed One Million Five Hundred Fifty-Six Thousand Six Hundred Dollars and 00/100 (\$1,556,600.00).
5. That Section 4 of the Contract entitled "Term/Progress Reports" shall be amended, and the contract shall expire on October 30, 2024;
6. That these provisions do not usurp, nor in any way change any other terms and conditions of the Contract, except as specifically stated herein; and
7. That except as expressly amended herein, all other terms and conditions of the Contract remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment on the
day, month, and year first above written.

Beth A Rathjen 4/21/24
WITNESS

NATIONAL RESPONSE CORPORATION

By: DocuSigned by: Michael Reese 4/19/2024
MICHAEL REESE Date
Vice President

[Signature]
WITNESS

V.I. WATER AND POWER AUTHORITY

By: [Signature] 5.6.2024
ANDREW L. SMITH Date
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
DIONNE G. SINCLAIR
General Counsel

Attachments