

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



**AMENDMENT II**

This AMENDMENT II to Contract SC-10-22 (hereinafter the "Contract") is entered into on this 26th day of June 2024, by and between the VIRGIN ISLANDS WATER AND POWER AUTHORITY (hereinafter the "Authority") and GRACE CIVIL, LLC (hereinafter "the Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as the "Parties."

**WHEREAS**, on March 22, 2022, the Parties entered into Contract SC-10-22, wherein the Contractor agreed to provide a completed fire water pump building and a fully commissioned firewater supply system located at Krum Bay, Randolph E. Harley Power Plant on St. Thomas, U.S. Virgin Islands. A copy of said Contract is attached hereto and made a part hereof as Appendix "A";

**WHEREAS**, on April 29, 2024, the Parties entered into Amendment I of the Contract, to include installation of a 5-way switch and 13.8kV/480V transformer. Due to the additional "Scope of Work", the "Consideration" was increased to a not to exceed amount of Three Hundred Seventy-One Thousand Four Hundred Ninety-Five Dollars and 00/100 (\$371,495.00), as approved by the Authority's Governing Board on May 25, 2023;

**WHEREAS**, the Parties further amended the Contract, "Term", to expire on March 31, 2024. Additionally, the Parties amended the Contract, Section 4 entitled, "Terms of Payment", to allow for payments to be based on a percentage of completion of each milestone, as approved by the Authority's Governing Board on December 21,

AMB A handwritten signature in blue ink, appearing to be 'AMB' followed by a stylized flourish.

2023. A copy of said Amendment I is attached hereto and made a part hereof as Appendix "B"; and

**WHEREAS**, the Parties wish to amend the Contract Section 1 entitled "Scope of Work" as attached hereto and incorporated by reference herein as Exhibit I to include but not limited to the following:

1. Reroute SS1 to a 5-way Switch;
2. SS2 Existing cable pulled back from XF22A in existing window of old junction;
3. SS2 Cable Cut and new MV terminations;
4. Old Cable pulled out from Switch to XF22B;
5. New cable to both XF22A and XF22B from Switch; and
6. New terminations at both the Switch and XF22A/XF22B.

**WHEREAS**, the Parties wish to further amend the Contract, Section 2 entitled, "Term", to expire May 31, 2024. Additionally, due to the additional "Scope of Work", Section 3 entitled, "Consideration" with a cost increase not to exceed Eighty-Nine Thousand Eight Hundred Seventy-Five Dollars and 00/100 (\$89,875.00).

**NOW THEREFORE**, in consideration of the mutual covenants herein and the Parties intending to be legally bound hereby, it is agreed as follows:

1. The preamble to this Amendment II shall constitute an integral part thereof;
2. The foregoing provisions do not usurp, nor in any way amend the terms and conditions of the Contract, except as specifically stated herein;
3. That Section 1 entitled, "Scope of Work" is amended to include the electrical interconnection activities as attached herein and incorporated by reference herein as Exhibit I;
4. That Section 2 entitled, "Term" is extended to expire May 31, 2024;

AMB 

5. That Section 3 entitled, "Consideration" is amended to include a cost increase amount not to exceed Eighty-Nine Thousand Eight Hundred Seveny-Five Dollars and 00/100 (\$89,875.00) for a new Contract total "Consideration" not to exceed Nine Hundred Fifty-Six Thousand Three Hundred Seventy Dollars and 00/100 (\$956,370.00);
6. That Section 5 of the Contract entitled "Gross Receipt Taxes", shall reflect that an additional sum in the amount of Four Thousand Four Hundred Ninety-Three Dollars and 75/100 (\$4,493.75) become due and payable for Gross Receipt Taxes; and
7. All other terms and conditions of the Contract remain in full force and effect, except as expressly amended herein.

**SIGNATURE PAGE TO FOLLOW**


*AMB M*


**IN WITNESS WHEREOF**, the Parties hereto duly execute this Amendment II on  
the day, month, and year first above written.

  
WITNESS

By:  GRACE CIVIL, LLC  
JOHN REYNOLDS  
COMMERCIAL CHIEF OFFICER


Date 6/26/2024

  
WITNESS

By:  V.I. WATER AND POWER AUTHORITY  
ASHLEY BRYAN  
INTERIM EXECUTIVE DIRECTOR  
(CEO)

Date 07/17/2024

APPROVED AS TO LEGAL SUFFICIENCY:

  
Patricia Quinland, Esq.  
Assistant General Counsel

Date 06/17/2024

Attachment

