

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



AMENDMENT III

This AMENDMENT III to Contract SC-10-22 (hereinafter the "Contract") is entered into on this 30th day of September 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, Amendment I also amended the Contract, "Term", to expire on March 31, 2024. Additionally, the Parties amended the Contract, "Terms of Payment", to allow for pro rata payments, as approved by the Authority's Governing Board on December 21, 2023. A copy of said Amendment I is attached hereto and made a part

hereof as Appendix "B";

WHEREAS, on July 17, 2024, the Parties entered into Amendment II of the Contract to include additional "Scope of Work" to include reroute SS1 to 5-way Switch, SS2 existing cable pulled back from XF22A in existing window of old junction, SS2 Cable Cut and new MV terminations, Old Cable pulled out from Switch to XF22B, new cable to both XF22A and XF22B from Switch and new terminations at both the Switch and XF22A/XF22B. Due to the additional "Scope of Work", the "Term" was extended with a new expiration of May 31, 2024 and the "Consideration" was increased to a not to exceed amount of Eighty Nine Thousand Eight Hundred Seventy Five Dollars and 00/100 (\$89,875.00). A copy of said Amendment II is attached hereto and made a part hereof as Appendix "C", and

WHEREAS, the Parties wish to further amend the Contract, "Term", to expire May 31, 2025. Additionally, to allow for project installations, close out and payments, "Consideration" with a cost increase not to exceed Twenty-One Thousand Three Hundred Ninety-Two Dollars and 00/100 (\$21,392.00) as attached hereto and incorporated by reference herein as Exhibit I-2.

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 III 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 2 entitled "Term" is amended to expire May 31, 2025;

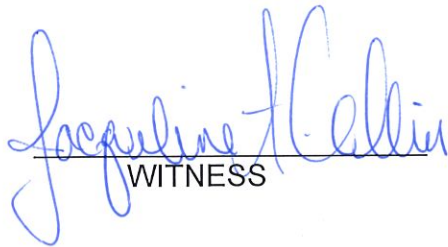
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5. That Section 3 entitled, "Consideration" is amended to include a cost increase amount not to exceed Twenty-One Thousand Three Hundred Ninety-Two Dollars and 00/100 (\$21,392.00) for a new Contract total "Consideration" not to exceed Nine Hundred Seventy-Seven Thousand Seven Hundred Sixty-Two Dollars and 00/100 (\$977,762.00);
6. That Section 5 of the Contract entitled "Gross Receipt Taxes", shall reflect that an additional sum in the amount of One Thousand Sixty-Nine Dollars and 60/100 (\$1,069.60) 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

JWT

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


WITNESS

GRACE CIVIL, LLC


By:  9/30/24
JOHN REYNOLDS
COMMERCIAL CHIEF OFFICER
Date

V.I. WATER AND POWER AUTHORITY


WITNESS

By:  10/9/2024
KARL J. KNIGHT
EXECUTIVE DIRECTOR (CEO)
Date

APPROVED AS TO LEGAL SUFFICIENCY:


Patricia Quinland, Esq.
Assistant General Counsel

09/17/2024
Date

Attachment