

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



AMENDMENT I

This AMENDMENT I to Contract SC-10-22 (hereinafter the "Contract") is effective this 29th day of April 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, the Parties wish to amend the Contract, Section 1, entitled "Scope of Work", to include installation of a 5-way switch and 13.8kV/480V transformer. Due to the additional "Scope of Work", Section 3, "Consideration", shall increase in cost, not to exceed 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; and

WHEREAS, the Parties wish to further amend the Contract, Section 2, entitled "Term", to expire March 31, 2024. Additionally, the Parties shall amend 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, 2023.


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 I 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 installation of 5-way switch and 13.8kV/480V transformer;
4. That Section 2, entitled "Term", is extended through March 31, 2024;
5. That Section 3, entitled "Consideration", is amended to include an increase in cost in an amount not to exceed Three Hundred Seventy-one Thousand Four Hundred Ninety-Five Dollars and 00/100 (\$371,495.00) for a new Contract total "Consideration" not to exceed Eight Hundred Sixty-Six Thousand Four Hundred Ninety Five Dollars and 00/100 (\$866,495.00);
6. Paragraph 4, "Terms of Payment", is amended to allow for pro rata payments, based proportionally on the percentage of completion of each milestone;
7. That Section 5 of the Contract entitled "Gross Receipt Taxes", shall reflect that an additional sum in the amount of Eighteen Thousand Five Hundred Seventy-Four and 75/100 (\$18,574.75) become due and payable for Gross Receipt Taxes; and

8. All other terms and conditions of the Contract remain in full force and effect, except as expressly amended herein.

IN WITNESS WHEREOF, the Parties hereto duly execute this Amendment I on the day, month, and year last entered below.


WITNESS

GRACE CIVIL, LLC
By:  4/8/24
JOHN REYNOLDS Date
COMMERCIAL CHIEF OFFICER


WITNESS

V.I. WATER AND POWER AUTHORITY
By:  4.29.2024
ANDREW L. SMITH Date
EXECUTIVE DIRECTOR (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:


Dionne G. Sinclair
General Counsel
3-15-2024
Date

Attachment