

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



AMENDMENT I

This Amendment I to Contract SC-18-26 is hereby entered into this the 10 ___ day of March 2026 between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (herein referred to as the “Authority”) and **CMTS USVI, LLC** (herein referred to as the “Contractor”). The Authority and the Contractor shall hereinafter be jointly referred to as “the Parties.”

WHEREAS, on October 24, 2025, the Parties entered into Contract SC-18-26, retaining the Contractor to design the conceptual layout, development of construction drawings, bid documents, quality assurance and quality control periodic inspection during construction of the Authorities offices located at Four Winds Plaza 4392 Anna’s Retreat (Unit #25 & half of Unit #24) on St. Thomas, U.S. Virgin Islands. A copy said Contract is attached hereto and made a part hereof as Exhibit “I”;

WHEREAS, the Parties agree to amend Section 1 of the Contract entitled “Scope of Work”, as amended to reflect expansion of the bravo space, phased build out requirement, and design-build delivery strategy to include construction management as reflected on attached hereto and made a part hereof as Exhibit “II”;

WHEREAS, the Parties agree to further amend Section 2 of the Contract entitled “Consideration,” to reflect a cost increase amount of **One Hundred Thousand Dollars and 00/100 (\$100,000.00)** for a revised total Contract “Consideration” amount Not to Exceed **Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00)**. Additionally, due to the Scope of Work and Cost Increase, Section 3 of the Contract entitled “Term” will be amended to reflect a time extension of an additional 120 days with a new expiration date of October 24, 2026; and

WHEREAS, the Parties have mutually agreed to further amend Section 4 of the Contract, entitled “Terms of Payment.” This amendment introduces an additional payment of **\$25,000.00** allocated specifically for the initial phase, titled ‘Information Gathering and Conceptual Floor Plan.’ Furthermore, a new milestone line item for ‘Construction Management’ is established, valued at **\$75,000.00**. These changes together result in a total increase in contract cost of **\$100,000.00** as stated and attached hereto and made a part hereof as Exhibit “II.”

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 Amendment I constitute an integral part thereof;
2. That Section 1 of the Contract entitled “Scope of Work” shall be amended to reflect the expansion of the Bravo Space, phased build-out requirements, and design-build delivery strategy to include construction management, as reflected on attached hereto and made a part hereof as Exhibit “II”;
3. That Section 2 of the Contract entitled “Consideration” shall be amended to allow for an increase in an amount of **\$100,000.00**, for a revised total new Contract “Consideration” amount Not to Exceed **\$350,000.00**;
4. That Section 3 of the Contract entitled “Term” shall be amended to reflect time extension for an additional 120 days for a new expiration date of October 24, 2026;
5. That Section 4 of the Contract entitled “Terms of Payment” shall be amended to introduce an additional payment of **\$25,000.00** allocated specifically for the initial phase, titled ‘Information Gathering and Conceptual Floor Plan.’ Furthermore, a new milestone line item for ‘Construction Management’ is established, valued at **\$75,000.00**. These changes together result in a total increase in contract cost of


\$100,000.00 as reflected on attached hereto and made a part hereof as Exhibit "II";

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.

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

CMTS USVI, LLC


WITNESS


By:  03/10/2026
Yvonne McClain Date
Chief Operating Officer

V.I. WATER & POWER AUTHORITY


WITNESS

By:  3/16/2026
KARL KNIGHT Date
Executive Director/CEO

APPROVED FOR LEGAL SUFFICIENCY:

 03/10/2026
PATRICIA QUINLAND Date
Assistant General Counsel

Attachments