

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



**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER
AUTHORITY AND WITT O'BRIENS USVI, LLC**

SC-26-25

The following Contract is a properly negotiated agreement between all parties involved. Any marks, changes, whiteout, or deletions, without the express written authorization from all parties involved, shall make this contract null and void.

This Contract is entered into this 8th day of August, 2025, by and between the Virgin Islands Water and Power Authority (hereinafter the "Authority"), at mailing address Post Office Box 1450, St. Thomas, U.S. Virgin Islands 00804 and WITT O'BRIENS USVI, LLC. (hereinafter the "Contractor"), located at 818 Town & Country BLVD, Suite 200, Houston TX 77024, to provide project management services in support of the Advanced Metering Infrastructure (AMI) deployment which includes the planning, coordination and execution of all activities required to implement a fully integrated, end-to end smart metering solution throughout the U.S. Virgin Islands. The Authority and the Contractor shall jointly be referred to as the "Parties".

WITNESSETH

In consideration of the mutual promises, covenants, and conditions contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK: The Contractor is responsible for the Scope of Work (hereinafter the "Work") which, upon notification from the Authority, the Contractor shall provide project management services as outlined in the Authority's Request for Proposal

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PR-12-25, attached hereto and incorporated by reference herein as Appendix "B". The Contractor's services include, but are not limited to:

Project planning and initiation:

- Develop project management plan, timeline and risk assessment
- Evaluate, recommend and coordinate with vendors to complete the required interfaces for AMI implementation
- Work with Itron and VIWAPA to set production goals, monitor progress and adjust schedules accordingly
- Review network design to ensure adequate coverage is provided for the AMI system.

Vendor contract and management:

- Manage interactions with VIWAPA, Itron and subcontractors
- Oversee and manage the AMI contract, including evaluation change orders and recommendations for approval/non-approval, as well as negotiating changes to the contract.
- Provide cost estimates and cost benefits analysis for any change orders or federal compliance.
- Review invoices from Itron to ensure accuracy and compliance with contractual agreements.

System design and implementation:

- Develop and manage detailed project plans, including quality assurance, meter program design, interface testing and deployment.
- Provide guidance in changes required for current meter practices and business processes to align with AMI implementation.
- Oversee day-to-day management of installation and functionality testing.
- Work with Itron to ensure that "no meter is left behind."

Testing and quality assurance:

- Develop and oversee initial deployment testing plan and overall system acceptance testing.
- Ensure compliance with contract requirements and industry standards.
- Review AMI system performance throughout the project and provide recommendations for improvement.
- Ensure that all relevant safety requirements, regulations, and industry standards are implemented, and consistently followed.

Monitoring and reporting:

- Provide reporting tools to accurately track the project to ensure it remains on schedule.
- Monitor project costs and timelines, reporting deviations and recommending corrective actions.
- Facilitate communication between internal and external stakeholders.
- Ensure the project meets all applicable regulations and standards.

Training and knowledge transfer:

- Work with Itron to develop training plans for staff, as well as the leadership team.
- Ensure proper documentation, final acceptance and knowledge transfer.

Project closeout and final acceptance:

- Maintain and manage outstanding punch list items to ensure timely project completion.
- Ensure proper documentation and project closeout procedures are followed.
- Facilitate final system acceptance and transition to operations.

The Work shall be performed in accordance with the requirements contained in the following documents, listed in order of precedence:

1. The Authority's Amended Professional General Contract Terms with Federal Requirements dated March 14, 2019, attached hereto and incorporated by reference herein as Appendix "A";
2. HUD General Provisions "HUD RIDER" attached hereto and incorporated by reference herein as Appendix "B";
3. The Authority's Request for Proposal PR-12-25 dated March 2025 attached hereto and incorporated by reference herein as Appendix "C";
4. The Authority's Request for Proposal PR-12-25 Addendum I attached hereto and incorporated by reference herein as Appendix "D";
5. The Contractor's response to the Authority's Request for Proposal dated April 25, 2025, incorporated by reference herein as Exhibit "1";

No segment of work shall be commenced until the Contractor has obtained approved work packages from the Authority's Project Manager. VIWAPA will also provide access to subject matter experts within the company who can provide data and information about the system.

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2. TERM: This Contract shall take effect upon its full and final execution by the Parties and in accordance with the commencement date as agreed upon between the Parties as contained in the written Notice to Proceed (hereinafter "Effective Date"). Once the 'Scope of Work' has commenced based on the dates included in the Notice to Proceed, the work shall not surpass the effective termination date of the contract, which is four (4) years from the effective date in the Notice to Proceed.

3. CONSIDERATION: In Consideration of the Contractor's performance of the Work, the Authority shall pay the Contractor the total sum not to exceed Eight Million Nine Hundred Forty-Seven Thousand Eight Hundred Sixteen Dollars and Zero Cents (\$8,947,816.00). The Consideration shall be based upon the rates outlined in the Contractor's response to the Authority's Request for Proposal, PR-12-25, dated April 25, 2025, identified as Exhibit "1". Consideration for the Work shall also be subject to the Authority's Request for Proposal, PR-12-25, dated March 2025, attached hereto as Appendix "B". Gross receipt taxes, corporate taxes, income taxes, and all other taxes, duties, import fees, vehicle registration fees or other taxes resulting from this project will be the responsibility of Contractor.

4. TERMS OF PAYMENT: All invoices shall be submitted electronically to the Project Manager. Invoices should also be submitted to the Grants Management Department at grantsmanagement@viwapa.vi. Invoicing shall be submitted upon completion of milestones met for each Phase. All invoices will be based upon sixty (60) days payment terms of approval of the invoices. Payments shall be made on a progress billing and payment method, after review and approval by the Authority's Project Coordinator, in accordance with the payment schedule enumerated on Page 41 of Exhibit

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1; adjusted based on number of days between the actual date of the NTP provided to Contractor and Itron and those estimated in Exhibit 1. No more than six progress payments per milestone will be allowed for the following phases, except Travel and Administrative Costs:

| | |
|---------------------------------------|----------------|
| • 10%- Mobilization at receipt of NTP | \$ 760,818.00 |
| • Project Planning and initiation | \$ 340,694.00 |
| • Design Phase | \$1,301,976.00 |
| • Deployment Phase Initial Deployment | \$ 776,780.00 |
| • Deployment Phase-Full Deployment | \$1,600,001.00 |
| • Deployment Phase-Completion | \$ 960,318.00 |
| • Operational Stabilization Phase | \$1,337,714.00 |
| • Project Completion and Handover | \$ 529,875.00 |
| • Travel and Administrative Costs | \$1,339,640.00 |

TOTAL CONSIDERATION \$ 8,947,816.00

***Note: A ten percent (10%) retainage shall be withheld, except on Travel and Administrative Costs, from each progress payment and shall be released to the Contractor upon final acceptance of the Work.**

All Travel and Administrative Costs related to the project including fuel, airfare, car rental, lodging, per diem, supplies and other indirect project expenses will be pre-approved by VIWAPA prior to incurring them for the project and invoiced at cost plus a 10% handling fee to cover overhead expenses. See Invoicing Instructions 5(c) below for further details.

Pricing has been determined based on the scope of work provided in the Request for Proposal. Any work outside those assumptions must require an adjustment to pricing via change order, addendum, or amendment.

5. INVOICING INSTRUCTIONS: Contractor shall submit invoices in accordance with the payment terms described in this Agreement. Each invoice must include the following documentation, as applicable to the invoiced line items:

- a. **Detailed Description of Goods and Services Rendered:** A clear breakdown of each item or service billed, including reference to the corresponding line item in the pricing schedule.

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- b. **Professional Services Documentation: Description** of tasks completed tied to the scope of work and associated milestone(s).
- c. **Travel and Expense Reimbursements:**
 - 1. Itemized receipts for all reimbursable expenses, including travel, lodging, meals, and incidentals.
 - 2. Summary report categorizing expenses by employee and trip purpose.
 - 3. The Authority shall reimburse the Contractor for all reasonable and properly documented out-of-pocket expenses incurred in performing the Services under this Contract. Reimbursable expenses include transportation and authorized off-island travel, which shall be reimbursed at U.S. Government rates for the applicable area and limited to coach-class airfare or its equivalent.
 - 4. For travel within the U.S. Virgin Islands, the official Department of Defense per diem rates can be found at: https://www.travel.dod.mil/Portals/119/Documents/Allowances/Per_Diem/OCONUS/Current_OCONUS_Rates.pdf
- d. **Certification Statement:** A statement certifying that all goods and services have been delivered in accordance with the contract, and that costs claimed are accurate, allowable, and allocable under the applicable funding sources.

Failure to submit complete and accurate documentation may result in delayed processing or nonpayment of the invoice until discrepancies are resolved.

6. NOTICE OF FEDERAL FUNDING: Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds, including FEMA and HUD CBDG funding. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

7. GROSS RECEIPT TAXES: Pursuant to Title 33, Section 44 of the Virgin Islands Code, the Authority shall withhold and forward to the Bureau of Internal Revenue

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the sum of five percent per invoice and shall not exceed Four Hundred Forty Seven Thousand Three Hundred and Ninety Dollars and 80/100 (\$447,390.80) based on Line Item 3 in pricing or such amount as required by any changes to the law at 33 VIC Section 43(a). The Contractor agrees that calculation of gross receipts taxes shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any manner for miscalculation of the gross receipts due under this contract or for any additional assessments by the Bureau of Internal Revenue resulting from work performed under this contract.

In the event the contract is amended, and the consideration herein increases, the appropriate amount of Gross Receipt Taxes to reflect the increase in the consideration will be deducted.

8. BUSINESS LICENSE: The Contractor and, if applicable, any of its sub-contractors, must comply with all U.S. Virgin Islands laws with respect to licensing which must be obtained in connection with its business operation(s). The Contractor and all subcontractors hired in connection with this scope of work shall obtain all necessary and applicable business license(s) and present copies to the Authority at the time of Contract execution. Failure to present copies of license(s) shall be grounds to consider the Contract as void or the Authority may terminate this agreement if the Contractor is provided additional time to secure its license and fails to do so in a timely manner.

9. RELIANCE: The Contractor's representations of its ability to perform the Work with skilled and competent personnel are a substantial and material condition of this Contract. The Contractor agrees, or is otherwise aware, that the Authority shall

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rely on all the representations in its correspondence as incorporated in its submitted document attached hereto as Exhibit "I".

10. OWNERSHIP AND USE OF DOCUMENTS: All documents and data, written or otherwise generated by Contractor under the Contract including original drawings, estimates, reports, specifications, calculations, field notes, data, etc., and work product are to become the property of and shall be delivered to the Authority. Contractor shall retain one reproducible copy of these documents generated by the Contractor.

11. COMPLIANCE WITH DAVIS-BACON ACT: The Contractor shall comply with the Davis-Bacon and Related Acts (DBRA) as found in the Code of Federal Regulations (Title 29 CFR, parts 1,3,5,6 and 7). Per the DBRA, the Contractor and its subcontractors performing services under this Contract on federal contracts shall pay not less than the prevailing wage rates and fringe benefits listed in the Davis-Bacon Wage Determination for corresponding classes of laborers and mechanics employed on similar projects in the area.

12. LIQUIDATED DAMAGES: The Authority may assess liquidated damages solely for the Contractor's delay in performing the Work. For each day that performance of the Work extends beyond the specified completion date, for any cause other than excusable causes as defined in Paragraph 10 of the Authority's attached Professional General Contract Terms dated March 14, 2019, with Federal Requirements incorporated by reference herein as Appendix "A"; the Contractor and his sureties shall be liable to the Authority and shall be assessed liquidated damages in the amount of One Thousand Dollars and 00/100 (\$1000.00) a day subject to a maximum of liquidated damages not to exceed ten percent (10%) of the total consideration stated herein. Liquidated damages

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shall be the sole remedy for delay damages. The Authority reserves the right under this clause to forego its claim for liquidated damages for delays and to sue for actual damages incurred as a result of such delays.

13 INDEMNIFICATION: If the Authority is entitled to defense and indemnification under this Agreement and the Contractor fails, after notice and reasonable opportunity, to assume the defense of such claim, the Authority may at the expense of the Contractor contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim and Contractor shall upon demand promptly reimburse the Authority for all defense and settlement costs.

14. ENVIRONMENTAL RESPONSIBILITY: The Contractor shall, in the performance of the Scope of Work referenced herein, comply with all applicable rules, regulations, and guidelines issued by the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the V.I. Department of Planning and Natural Resources (DPNR), and all other federal and territorial regulatory agencies. The Contractor shall indemnify the Authority for any and all fines that may be assessed against it as a result of the Contractor's failure to adhere to the laws, regulations and directives of the federal and territorial regulatory agencies; and it shall furthermore pay all costs, expenses, and attorney's fees reasonably incurred in connection therewith.

15. SAFETY PRECAUTIONS: The Contractor shall be responsible for initiating and maintaining safety precautions and programs and supervising its personnel to ensure the safe performance of the Work. The Contractor shall, furthermore, provide all its personnel with sufficient and appropriate safety devices.

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The Contractor shall ensure that the services provided, and the products, equipment, and materials furnished and/or utilized are in strict compliance with any and/or all applicable codes and standards regulating its activities, including, but not limited to the following: EPA- Environmental Protection Agency, OSHA - Occupational Safety and Health Administration. The Contractor shall also comply with any and all applicable U.S. Virgin Islands' fire, health, environmental and public safety codes.

16. DESIGNATED PERSONNEL: The Parties reserve the right to designate personnel to provide information and to coordinate the Work between the Parties. The Authority designates the following:

Star Matthew
Project Manager
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450
(340) 774-3552, ext. 2278
star.matthew@viwapa.vi

The Contractor designates the following individual in the following capacity:

Brian Lewis
Senior Managing Director
Witt O'Briens USVI LLC.
818 Town & Country Blvd., Suite 200
Houston, TX 77204
(281) 320 9796
brlewis@wittobriens.com

17. PROFESSIONAL STANDARDS: The Contractor shall observe and maintain the professional standards and good practices applicable to its profession and to contractors doing business in the U.S. Virgin Islands.

18. LIABILITY OF OTHERS: Nothing in this Contract shall be construed to impose any liability against the Authority to persons, firms, associations, or corporations

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engaged by the Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations, and taxes of Contractor of whatsoever nature, including but not limited to employment insurance and social security taxes for Contractor, its servants, agents, employees, or independent contractors.

19. COMPLIANCE WITH OTHER LAWS: The Parties to this agreement shall comply with all applicable laws, rules, regulations and public policies that prohibit unethical conduct regarding the obtaining, retention or conduct of business or an unfair advantage ("Laws"). The Parties shall not directly or indirectly give, offer, promise, authorize, or allow to be given, offered, or promised, anything of value to an official or employee of any government, state-owned enterprise, international organization including subdivisions thereof or entities acting on behalf of a government, state-owned enterprise, international organization or subdivision thereof (any such employee or official referred to collectively as "Official"), while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official (including political parties or officials thereof or candidates for foreign office) in order to: (i) influence any officials thereof, or (ii) induce such Official to use this influence to affect or influence any act or decision of any government (or any subdivision thereof), or (iii) assist the Parties in obtaining or retaining business, or in directing business to any person or obtain an unfair advantage for the Parties in any respect. Should any Party violate any of the Laws then: (i) the other Party(s) shall have the right to immediately terminate the Agreement for cause; (ii) the other Party(s) shall have a right of action against the offending Party in

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breach of such laws; and (iii) the offending Party shall indemnify the other Party(s) for any penalty, loss or expenses incurred by the other Party(s) as a result of the offending Party's breach of any of its obligations under this Section.

20. INDEPENDENT CONTRACTORS: It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

21. FORCE MAJEURE: Notwithstanding anything to the contrary contained herein, Contractor shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terroristic acts, shortage of supply, labor difficulties, war, or civil unrest. If either Party is prevented from performing any of its obligations under this Agreement due to a Force Majeure Event, such obligations shall be suspended for the duration of the Force Majeure Event. If the Force Majeure Event continues for a period of one hundred eighty (180) consecutive days or more and materially affects the performance of this Agreement, either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Termination under this section shall be the terminating party's sole remedy with respect to a Force Majeure Event.

22. INSURANCE: The Contractor shall, at its expense, before any Work is commenced, cause to be issued and maintained until sixty (60) days after acceptance of the Work, insurance as described in the Authority's Professional General Contract Terms

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with Federal Requirements dated March 14, 2019. A copy of the insurance certificate must be presented to the Authority's Contracting officer at contract execution.

23. CONTRACT DOCUMENTS: The Contractor shall perform and complete the Work in accordance with the Contract. The "Contract Documents" include Appendices "A" through "D" and Exhibit "1" as listed in Paragraph 1 above and incorporated fully by reference herein. In the event of any conflict, the terms of this Contract shall govern.

24. NON-DISCRIMINATION: No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of the contracted services on account of race, creed, color, sex, religion, disability, or national origin.

25. GENERAL CONTRACT TERMS: This Contract is subject to the Authority's Amended Professional General Contract Terms with Federal Requirements attached hereto and made a part hereof as Appendix "A".

26. CHANGE ORDERS/ADDITIONAL SERVICES: The Contracting Officer must approve in writing all change orders or requests for additional services. In the absence of such written approval, the Authority shall not be liable for the payment of any services performed outside of the scope of the Contract.

27. HUD RIDER: This Contract is subject to the HUD Rider attached hereto and made a part hereof as Appendix "B".

28. GOVERNING LAW: The laws of the U.S. Virgin Islands shall govern the interpretation and construction of this Agreement to the extent applicable. The Parties

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agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the Virgin Islands.

29. VENUE: The Parties agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the United States Virgin Islands.

30. WAIVERS AND AMENDMENTS: No waiver, modification, or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the Parties or by their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

31. NOTICE: Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid, or received via e mail, addressed to the Parties as follows:

The Authority: Karl Knight
Executive Director (CEO)
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
karl.knight@viwapa.vi

Copy to: Office of the General Counsel
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
legaldepartment@viwapa.vi

The Contractor: Cheryl Joiner
Director Contracts & Compliance

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Witt O'Briens USVI LLC.
818 Town & Country Blvd., Suite 200
Houston, TX 77204
(281) 320 9796
cjoiner@wittobriens.com

Copy to: contractrequests@wittobriens.com and
legal@ambipar.com

32. DEBARMENT CERTIFICATION: By execution of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish it subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Contractor or subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Virgin Islands Water and Power Authority for any payment (s) heretofore made. Contractor understands that the Authority will not release any funds until Contractor's SAMs number has been provided to the Authority and the Authority has verified Contractor's debarment status.

33. COUNTERPARTS: Contract may be executed in two or more counterparts, each of which together shall be deemed an original and the same instrument, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing

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(or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

34. SURVIVAL: The following sections of this Contract will survive the termination or expiration of this Contract and will remain in effect until fulfilled:

- Clause 3: Consideration
- Clause 22: Contract Documents
- Clause 27: Governing Law
- Indemnification for Injury & Damages (See Appendix "A")

35. SEVERABILITY CLAUSE: Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

36. ENTIRE AGREEMENT: This Contract and the Contract Documents constitute the entire agreement of the Parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract are merged herein.

SIGNATURE PAGE TO FOLLOW

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

Witt O'Briens USVI, LLC.



WITNESS

By:



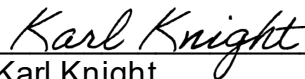
Cheryl Joiner
Director of Contracts and Compliance

V.I. WATER & POWER AUTHORITY



WITNESS

By:



Karl Knight
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:



Patricia J. Quinland
Asst. General Counsel

Attachments