

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



**ADDENDUM II**

This Addendum II to Contract SC-08-22 (hereinafter the "Contract") is entered into on this 8 day of August 2022, by and between the VIRGIN ISLANDS WATER AND POWER AUTHORITY (hereinafter the "Authority") and ON-SITE ENVIRONMENTAL, INC. (hereinafter "the Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as the "Parties."

*DA*

**WHEREAS**, on December 21, 2021, the Parties entered Contract SC-08-22, wherein the Contractor agreed to demolish the former Israel Desalinization Equipment ("IDE") Unit No. 6 concrete foundation located at Krum Bay, Randolph E. Harley Power Plant Facility ("RHPP") 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 January 27, 2022, the Parties entered Addendum I to add a provision concerning Liquidated Damages in accordance with the requirements provided by the Department of Housing and Urban Development (HUD) and the Virgin Islands Housing Finance Authority (VIHFA). A copy of said Addendum I is attached hereto and made a part hereof as Appendix "B";

**WHEREAS**, the Parties agree to amend Section 1 of the Contract entitled "Scope of Work" to add a Work item for "Crushed Concrete in Excess," due to the additional volume of 965 cubic yards (1954 tons) of concrete that was demolished by the Contractor and to remove the Work item regarding backfilling of the area and compaction, which is no longer needed;

*NA*  
**WHEREAS**, the Parties agree to amend Section 4 of the Contract (Terms of Payments) to delete the payment milestone for the Work item entitled "Backfill and Compaction," which would decrease the Contract Consideration in the amount of Fifty-Four Thousand Dollars and 00/100 (\$54,000.00);

**WHEREAS**, the Parties also agree to amend Section 4 of the Contract (Terms of Payments) to delete the 10 percent requirement for Mobilization and the 20 percent requirement for the Disposal of Concrete w/Required Testing;

**WHEREAS**, the Parties wish to further amend the Contract to add a payment milestone for the Work item entitled "Crushed Concrete in Excess," to reflect an additional volume of 965 cubic yards (1954 tons) of concrete that was demolished by the Contractor, which will increase the Contract Consideration by Ninety-Seven Thousand Seven Hundred Six Dollars and 25/100 (\$97,706.25);

**WHEREAS**, based on the foregoing amendments, the Parties agree to amend the total Contract Consideration in the amount not to exceed Three Hundred Sixty-Nine Thousand Nine Hundred Six Dollars and 25/100 (\$369,906.25); and

**WHEREAS**, the Parties further agree to extend the Contract "Term" to expire on August 15, 2022.

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

1. That the preamble to this Addendum II shall constitute an integral part thereof;
2. That Section 1 of the Contract entitled, "Scope of Work", is amended to

include a Work item for "Crushed Concrete in Excess," due to the additional volume of 965 cubic yards (1954 tons) of concrete that was demolished and the Scope of Work is amended to remove the Work item for backfilling of the area and compaction which is no longer needed;

3. That Section 2 of the Contract entitled, "Term", is amended to now expire on August 15, 2022;
4. That Section 3 of the Contract entitled, "Consideration", is amended to include an increase of Ninety-Seven Thousand Seven Hundred Six Dollars and 25/100 (\$97,706.25) to the Contract price to reflect an additional volume of 965 cubic yards (1954 tons) of concrete that was demolished by the Contractor. Further, Section 3 of the Contract, entitled "Consideration," is amended to remove the Work item regarding "Backfill and Compaction" in the amount of Fifty-Four Thousand Dollars and 00/100 (\$54,000.00) thereby making the total Contract Consideration in the amount not to exceed Three Hundred Sixty-Nine Thousand Nine Hundred Six Dollars and 25/100 (\$369,906.25);
5. That Section 4 of the Contract entitled, "Terms of Payments", is amended to reflect the new Payment Schedule listed below:

• Mobilization	\$30,000.00
• Trailer and Storage Container Removal	\$53,200.00
• Demolition of Concrete & UG Testing	\$99,000.00
• Disposal of Concrete w/ Required Testing	\$60,000.00
• Final Grading, Piping Removal & Cleanup	\$30,000.00
• Crushed Concrete in Excess	\$97,706.25



**Total Contract Consideration**



**\$369,906.25**

6. That Section 5 of the Contract entitled, "Gross Receipt Taxes", is amended to include an additional Two Thousand One Hundred Eighty-Five Dollars and 31/100 (\$\$2,185.31), which shall become due and payable by the Contractor for Gross Receipt Taxes;
7. That the foregoing provisions do not usurp, nor in any way amend the terms and conditions of the Contract, except as specifically stated herein; and
8. That except as expressly amended herein, all other terms and conditions of the Contract remain in full force and effect.


**SIGNATURE PAGE TO FOLLOW**

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

	ON-SITE ENVIRONMENTAL, LLC	
	By: 	08/05/2022
_____ WITNESS	Ricardo Alvarez Principal	_____ Date

	V.I. WATER AND POWER AUTHORITY	
	By: 	08.08.2022
_____ WITNESS	Andrew L. Smith Executive Director (CEO)	_____ Date

APPROVED AS TO LEGAL SUFFICIENCY:

	August 5, 2022
_____ Aysha R. Gregory Deputy General Counsel	_____ Date

Attachments