

**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-22-21 is hereby entered into this 27th day of February 2022 between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (herein referred to as the "Authority") and **J. BENTON CONSTRUCTION, LLC** (herein referred to as the "Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as "the Parties."

WHEREAS, on December 17, 2020, the Parties entered Contract SC-22-21 (the "Contract"), wherein the Contractor agreed to provide services related to the underground installation of the civil and electrical infrastructure located at the Container Port Area on the island of St. Croix, U.S. Virgin Islands. A copy of said Contract is attached hereto and made a part hereof as Appendix "A";

WHEREAS, the Parties agree to extend the term of the Contract for an additional 250 days to expire on May 25, 2022;

WHEREAS, the Parties further agree to amend the Contract Consideration to reflect the conduit pricing escalation, for an additional cost of Three Hundred Forty-Five Thousand Thirty-Four Dollars and 59/100 (\$345,034.59), which is captured on, attached hereto, and incorporated by reference herein as Exhibit "A". Thereby making the total Contract Consideration in the amount of Two Million Eight Hundred Seventy-Three Thousand Five Hundred Thirty-Four Dollars and 59/100 (\$2,873,534.59); and

WHEREAS, the Parties agree to amend the Contract Payment Terms to allow for payments to be based on a percentage of completion for each milestone, with a monthly limit on invoices/draws. These milestones are based on Section 4 of Contract, "Terms of Payment."

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 2 of the Contract entitled "Term", is amended to extend the Contract for an additional 250 days to expire May on 25, 2022;
3. That Section 3 of the Contract entitled "Consideration", is amended to increase the Contract Consideration in the amount of \$345,034.59 thereby making the total Contract Consideration under the Contract as \$2,873,534.59;
4. That the third sentence of Section 4 of the Contract entitled "Terms of Payment", is deleted in its entirety, and replaced with the following:

Invoicing shall be submitted based upon the specific percentage of completion of the milestones met for each Phase and upon the approval of the Authority's Project Coordinator.
5. That Section 5 of the Contract entitled "Gross Receipt Taxes", shall reflect that an additional sum in the amount of Seventeen Thousand Two Hundred Fifty-One Dollars and 73/100 (\$17,251.73) shall become due and payable for Gross Receipt Taxes;
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.

SIGNATURE PAGE TO FOLLOW

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



WITNESS

J. BENTON CONSTRUCTION, LLC

By:  2/2/22

JAMES BENTON Date
President




WITNESS

V.I. WATER AND POWER AUTHORITY

By:  02/27/2022

ANDREW L. SMITH Date
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

 February 1, 2022

AYSHA GREGORY, ESQ Date
Deputy General Counsel

Attachments