

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



**AMENDMENT II**

This Amendment II to Contract SC-22-21 is hereby entered into this 10th day of June 2022 between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (herein referred to as the "Authority") and **J. BENTON, 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**, on February 27, 2022, the Parties entered Amendment I, wherein they agreed to amend the Contract Term to expire May 25, 2022 and increased the Contract Consideration to \$345,034.59 thereby making the total new Contract "Consideration" \$2,873,534.59. The Parties further agreed to amend the Contract "Payment Terms". A copy of said Amendment is attached hereto and made a part hereof as Appendix "B";

**WHEREAS**, the Parties wish to amend Contract "Scope of Work", to include:

- Restoration of trench asphalt for remainder of roadway after initial 5,715 LF of full lane restoration as dictated by contract documents
- Additional primary and secondary work added
- Clarifications regarding bridge and culvert crossings

Due to the change of Contract "Scope of Work", Contract "Consideration" increased by One Million, Two Hundred Nine Thousand Nine Hundred Ninety Dollars and 09/100 (\$1,209,990.09) captured on attached hereto and incorporated by reference herein as Exhibit "A";

**WHEREAS**, the Parties wish to further amend Contract "Scope of Work", to include:

- Project Equipment Demobilize/Remobilize
- Make Safe Trench Flow-Fill
- Additional Equipment and Labor to handle unparalleled cabling
- Additional rental or traffic control devices
- Extended General Conditions due to supply chain issues

Due to the change of Contract "Scope of Work", Contract "Term" to expire on September 11, 2022. Further due to the Scope change the Contract "Consideration" increased by One Hundred Fifty Thousand Three Hundred Thirty-One Dollars and 47/100 (\$150,331.47) captured on attached hereto and incorporated by reference herein as Exhibit "B"; and

**WHEREAS**, the Parties wish to further amend Contract "Scope of Work", to include:

- Relocation of Transformer T1
- Raise JB-2 - JB-7 which have been previously placed
- Raise JB-8 – JB-10 which have not yet been placed
- Raise JB-11 – JB-14 which have not yet been placed
- Add additional manhole in between JB-1 and T-1

Due to the change of Contract "Scope of Work", Contract "Consideration" increased by Eighty-Eight Thousand Three Hundred Forty-Nine Dollars and 78/100 (\$88,349.78) captured on attached hereto and incorporated by referenced herein as Exhibit "C".

**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 II constitutes an integral part thereof;
2. That Section 1 of the Contract entitled "Scope of Work", is amended to include changes and additional work captured as attached hereto and incorporated by


referenced herein on Exhibits A, B, and C;


3. That Section 2 of the Contract entitled "Term", is amended to expire on September 11, 2022;
4. That Section 3 of the Contract entitled "Consideration", is amended to increase the Contract Consideration in the amount of One Million Four Hundred Forty-Eight Thousand Six Hundred Seventy-One Dollars and 34/100 (\$1,448,671.34) thereby making the total Contract Consideration under the Contract as Four Million Three Hundred Twenty-Two Thousand Two Hundred Five Dollars and 93/100 (\$4,322,205.93);
5. That Section 5 of the Contract entitled "Gross Receipt Taxes", shall reflect that an additional sum in the amount of Seventy-Two Thousand Four Hundred Thirty-Three Dollars and 57/100 (\$72,433.57) 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.

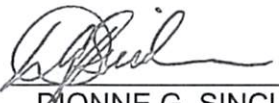
  
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WITNESS 6/2/22

*J. BENTON CONSTRUCTION, LLC*  
~~J. BENTON, LLC~~ (SIS)  
By:  6/2/22  
\_\_\_\_\_  
JAMES BENTON Date  
President

  
\_\_\_\_\_  
WITNESS

**V.I. WATER AND POWER AUTHORITY**  
By:  06.10.2022  
\_\_\_\_\_  
ANDREW L. SMITH Date  
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

 6/1/2022  
\_\_\_\_\_  
DIONNE G. SINCLAIR  
General Counsel

Attachments