



Carlos Sosa
President
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(305) 965-0084

November 2, 2020

VIA E-MAIL - Sharnelle.Samuel@viwapa.vi

Water and Power Authority

Sharnelle M. Samuel
Acting General Counsel
P.O. Box 5997
Christiansted, St. Croix
U.S. Virgin Islands 00823

Re: **PETRA Vs. WAPA**

Dear Mrs. Samuel:

Thank you very much for the opportunity to present for consideration our Technical Qualifications and our rate schedule.

GPS is an international construction-consulting firm, providing state-of-the-art Construction Contract Administration and Dispute Resolution Consultation for major EPC projects throughout the world. Our unique business strategy combines the skills of highly experienced engineers with the latest information technology. With years of combined experience in the business, GPS has its roots in hands-on project management, claims management, and construction claims litigation services, with significant and proven capabilities in these fields.

Throughout the years, GPS has assisted construction attorneys, engineering construction firms, owners, contractors, developers, and sub-contractors in different phases of construction management and dispute resolution. Our practice areas expand across the commercial, residential and industrial sectors with claims ranging from \$1M to \$4+B USD. The track record of our professionals has been proven in different regions within the United States (Florida, Texas, New Jersey, and Washington D.C.), as well as in Central America, South America, Africa and Europe.

Based on our conversations, GPS' initial role would be as a non-testifying expert for purposes of the mediation. Our role may be changed from time-to-time by mutual agreement. This engagement may or may not progress into our designation as a testifying witness in an arbitration or lawsuit. Until such time as a decision is made to designate us as a testifying expert, we will be considered a non-testifying expert. This engagement may involve producing an expert report on the assessment of the Project account and claims raised by either party, responding to any questions in

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relation to our report and, if necessary, participating in discussions with the opponent's expert if one is appointed. We may also be required to provide support during the mediation. Our role may be modified to include performing an analysis, providing a report and giving oral evidence at the arbitral hearing if matters progress that far and carry out any other duties appropriate to the role of an expert witness, as directed by the tribunal or instructed by you.

The initial scope is further defined in the engagement letter we received from Duane Morris.

Execution

Should this proposal be acceptable, we suggest a kickoff meeting to further refine the scope of services. Once the scope of services is defined, we will establish the initial resource requirements and a project budget by tasks. All charges will be tracked against each task allowing periodic identification of forecasted expenditures. Tasks will not be performed without prior authorization from WAPA.

We propose the following initial team and associated responsibilities for this potential assignment:


GPS Assignment Sponsor: Will provide an executive level point of contact and over assignment oversight and will serve as expert witness in the case - Carlos Sosa, Partner.

GPS Assignment Lead: Will provide high level detailed analysis and tasks, day to day client interface, coordination of all assignments, review and quality control of work product – Robert Murphy and Ruben Pulgar, Senior Consultant.

GPS Consultant: Will provide document review, analysis and organization efforts as directed – Consultants are not expected to travel.

Hourly Rates

Global Project Strategy's services will include the preparation of an expert report and appearances to provide testimony as required. Global Project Strategy will invoice for its services at the following hourly rates for each professional level:



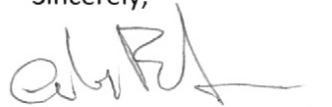
Phase	Rate US\$
Partner	300.00
Senior	250.00
Consultant	150.00

Rates do not include any taxes in the US Virgin Islands nor VAT.

We will combine and consolidate the invoicing and submit to for processing by WAPA on a monthly basis. Out-of-pocket disbursements will be reimbursed at the actual cost and those should be included in our monthly statement. Any travel will be pre-approved in writing by WAPA. Payment terms are 30 days from invoice date and net of any withholdings or taxes in the US Virgin Islands. Client shall pay all undisputed amounts within the 30 days, while the parties address and resolve the disputed items.

Global Project Strategy also understands and agrees to treat and hold all documents and information provided to me during the course of this engagement as confidential. Global Project Strategy will not disclose such documents and information to any third party without your express authorization. We are very pleased to be part of your team in the Project and the arbitration, and we look forward to working with you.



Sincerely,



Carlos Sosa
President
Global Project Strategy

AGREED and ACCEPTED:

WATER AND POWER AUTHORITY

By:  
Lawrence J. Kupfer

Date: 11/12/2020