

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



ADDENDUM II (REINSTATEMENT AND AMENDMENT OF CONTRACT)

This Addendum II to Contract SC-29-19 is hereby entered into this 23rd day of December 2020 between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (herein referred to as the “Authority”) and **LEIDOS ENGINEERING, LLC** (herein referred to as the “Contractor”). The Authority and the Contractor shall hereinafter be jointly referred to as the “Parties.”

WHEREAS, on February 28, 2019, the Parties entered into Contract SC-29-19, as amended by Addendum I on December 3, 2019 (the “Contract”), wherein Contractor agreed to consult with Authority staff by providing engineering design services with regard to the St. Thomas and St. John 69kV Submarine Cable Project; and

WHEREAS, per Section 2 of the Contract, entitled “Consideration”, the Authority provided a deposit of \$160,000.00 (the “Escrow Account”) which deposit was to apply to reduce the payments over the last months of the Contract; and

WHEREAS, Addendum I was executed by the parties to extend the term of the Contract to July 31, 2023 as well as to allow the Contractor to use the amounts in the Escrow Account to pay Contractor towards the invoices identified as Exhibit A to Addendum I; and

WHEREAS, the Escrow Account of \$160,000.00 has been replenished after the Authority paid Contractor the outstanding amounts as outlined in Addendum I; and

WHEREAS, the Authority would like to use a portion of the amounts currently in the Escrow Account to pay Contractor’s Invoice No. INV-0006366754 in the amount of \$100,805.00 issued on November 3, 2020; and

WHEREAS, the Parties agree to amend Section 2 of the contract to allow for Contractor to apply \$100,805.00 from the Escrow Account against the balance of \$100,805.00 which is currently due to the Contractor; and

WHEREAS, upon payment in full by the Authority of \$100,805.00 following execution of this Addendum II, the Parties further agree that the Contractor will refund the amount of \$100,805.00 to the Escrow Account for the originally intended purpose set forth in Section 2 of the Contract;

NOW THEREFORE, in consideration of the mutual promises and conditions herein, the Parties, intending to be legally bound, agree as follows:

1. The Preamble to this Addendum II constitute an integral part thereof;
2. Section 2 of the contract entitled "Consideration" is amended to allow the Contractor to utilize \$100,805.00 from the Escrow Account to pay the balance due to the Contractor of \$100,805.00 (invoice INV-0006366754) immediately but no later than twenty (20) days from execution of this Addendum II.
3. The \$100,805.00 deposit will be refunded to the Escrow Account by the Contractor for its intended purpose set forth in Section 2 of the Contract upon receipt of a payment in the amount of \$100,805.00, which will be made by the Authority to the Contractor following the execution of this Addendum II.
4. That these provisions do not usurp, nor in any way change, any other terms and conditions of the Contract, except as specifically stated herein.
4. That except as expressly amended herein, all other terms and conditions of the Contract remain in full force and effect.

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

- Signatures on the following page -

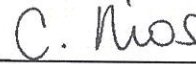




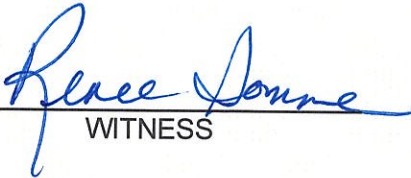
WITNESS

LEIDOS ENGINEERING, LLC.

By:



Carolina Rios Date 12/23/2020
Senior Contract Representative



WITNESS

V.I. WATER & POWER AUTHORITY

By:



12/23/2020

LAWRENCE J. KUPFER Date
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:



12/15/2020

SHARNELLE M. SAMUEL, Esq. Date
Acting General Counsel