

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



**ADDENDUM I (REINSTATEMENT AND AMENDMENT OF CONTRACT)**

This Addendum I to Contract SC-29-19 is hereby entered into this the 3rd day of December 2019 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, 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. A copy of said Contract is attached hereto and made a part hereof as Appendix "A"; and

**WHEREAS**, the Contract expired pursuant to its terms on July 31, 2019; and

**WHEREAS**, the Contractor continued to provide work after the term of the contract expired; and

**WHEREAS**, per notice dated October 25, 2019, the Contractor advised that it was suspending further contract work until:

- Payment in full of all outstanding invoices; and
- Execution of a contract modification extending the term.

**WHEREAS**, the Parties agree to extend the contract term to July 31, 2023 and to pay the Contractor for work performed after the contract expiration date provided however that the Contractor's suspension of services remain in place until all outstanding payments for work performed are made to the Contractor; and

**WHEREAS**, per Section 2 of the contract, entitled "Consideration", the Authority provided

92

a deposit of \$160,000.00 which deposit was to apply to reduce the payments over the last months of the Contract; and

**WHEREAS**, the Parties agree to amend the Section 2 of the contract to allow for Contractor to apply the \$160,000.00 deposit against the current balance of \$386,295.58 which is currently due and owing to the Contractor and is comprised of the invoices set forth on Exhibit A hereto; and

**WHEREAS**, upon payment in full by the Authority of \$386,295.58 following execution of this Contract, the Parties further agree that Leidos will refund the amount of \$160,000.00 to the reserve for the 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 I constitute an integral part thereof;
2. Section 2 of the contract entitled "Consideration" is amended to allow the Contractor to utilize the \$160,000.00 deposit that was paid by the Authority to the Contractor to reduce a balance pending and owing the Contractor of \$386,295.58. Further that the Authority and Contractor shall coordinate what invoices the deposit amount will be applied to.
3. The \$160,000.00 deposit will be refunded to the reserve by the Contractor for its intended purpose set forth in Section 2 of the Contract upon receipt of a payment in the amount of \$386,295.58, which will be made by the Authority to the Contractor following the execution of this Addendum I.
4. Section 2 of the contract entitled "Consideration" is amended to insert a new paragraph as follows:

In the event the Authority fails to make payment pursuant to the terms and

92

conditions of the Contract, the Contractor may, upon ten days written notice to the Authority, suspend the performance of the work until the Authority pays all invoices which Contractor has issued to the Authority as of the date on which Contractor commenced the suspension of work.

5. That Section 3 of the contract entitled "Term", is amended to reinstate the contract and extend the expiration date of this contract to expire July 31, 2023, provided, however, that upon re-instatement, the contractor's suspension of the services shall remain in effect until the Authority becomes current with all payments due for work performed by the Contractor, after which Contractor shall immediately resume work in accordance with the terms of the Contract.
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.
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 on the day, month, and year first above-written.

  
\_\_\_\_\_  
WITNESS  
Selvin H. Dottin

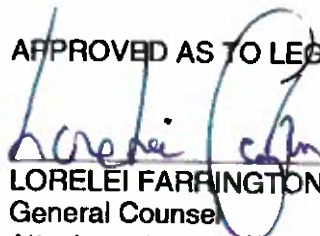
**LEIDOS ENGINEERING, LLC.**

By:   
\_\_\_\_\_  
Carolina Rios      Date 12/3/19  
Senior Contract Representative

  
WITNESS

**V.I. WATER & POWER AUTHORITY**

By:  12/3/19  
LAWRENCE J. KUPFER Date  
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:  
 12/3/19  
LORELEI FARRINGTON  
General Counsel  
Attachments

92

Appendix A

Contract

See attached.

92

Exhibit A

Invoices

Invoice Number	Bill Number	Invoice Date	Invoiced Amount
INV-0005170167	329548-0001	4/1/2019	\$56,626.50
INV-0005236680	329548-0002	5/9/2019	\$101,853.08
INV-0005259606	329548-0003	6/6/2019	\$51,681.00
INV-0005361926	329548-0004	7/10/2019	\$74,130.75
INV-0005569503	329548-0005R	11/20/2019	\$102,004.25
		<b>TOTAL</b>	<b>\$386,295.58</b>

92