

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-29-20 is hereby entered into this 22nd day of March 2022 between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (herein referred to as the "Authority") and **FXB, INC.** (herein referred to as the "Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as "the Parties."

WHEREAS, on August 20, 2020, the Parties entered Contract SC-29-20 (the "Contract"), wherein the Contractor agreed to provide feeder underground management services in the U.S. Virgin Islands on behalf of the Authority. A copy of said Contract is attached hereto and made a part thereof as Appendix "A";

WHEREAS, the Parties seek to amend Section 1 of the Contract entitled "Scope of Work" to require the Contractor to provide design documentation to expedite the permitting, procurement, and construction of select projects under the original scope of the Contract.

WHEREAS, the Parties seek to amend Section 3 of the Contract entitled "Consideration" in order to modify the definition of Per Diem to clarify the acceptable use, qualification, and required documentation of the allotted per diem expenses under the Contract and to remove the direct reimbursement, plus 10% provision previously referenced under the Bid Form.

WHEREAS, the Parties seek to further amend Section 3 of the Contract entitled "Consideration" to include an updated listing of the Contractor's hourly billing rates, which provides for additional consulting personnel needed for the performance of the project and does not increase any of the existing billing rates. See attached Contractor's Bid Form and 2019 Rates Sheet, attached hereto, and identified as Exhibit A.

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 the following provision shall be inserted after the third sentence under Section 1 of the Contract entitled "Scope Work":

Provide design documentation to expedite the permitting, procurement, and construction of select projects, which shall be requested by the Authority in the form of written "Task Orders."

3. That the following provision shall be inserted after the second sentence under Section 3 of the Contract entitled "Consideration:

Per Diem for meals and incidentals shall be billed at \$113.00 per day as delineated in the Contract 'Bid Form'. Qualifying submissions occur on workdays in which the individual is required to travel outside of their respective place of business in direct support of the project. For days that are considered full travel days, per diem shall be billed at 75% of the specified rate. Individual time sheets and/or field reports shall serve as adequate documentation of the submitted per diem request. Additionally, Reimbursable expenses as detailed in the Contractors Proposal, 'Exhibit A' document shall refer to short-term travel items such as lodging, air, land and sea transport, rentals, fuel, parking and tolls, as well as document reproduction and delivery services. Travel expenses shall be billed at direct cost; reproduction and delivery shall be billed in accordance with the costs scheduled in the Contractors '2019 Rates Sheet'. All reimbursement requests shall be supported by corresponding receipts and transmittal documentation. This modification removes the "direct reimbursement, plus 10%" stipulation. All qualifying items will be considered direct cost reimbursement.

4. That the Contractor's Bid Form shall be amended to include an updated listing of the Contractor's hourly billing rates, which provides for additional consulting personnel needed for the performance of the project and does not increase any of the existing billing rates. See attached Contractor's Bid Form and 2019 Rates Sheet, attached hereto as Exhibit A.
5. 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
6. 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 Amendment on the
day, month, and year first above written.


WITNESS

FXB, INC.


By:  03/15/22
PETER J. BONNES Date
President


WITNESS

V.I. WATER AND POWER AUTHORITY

By:  03/22/2022
ANDREW L. SMITH Date
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

 March 15, 2022
AYSHA GREGORY, ESQ Date
Deputy General Counsel

Attachments