

**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-02-23 is hereby entered into this 20 day of September 2024 between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (herein referred to as the "Authority") and **MARCO ST. CROIX, INC.** (herein referred to as the "Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as "the Parties."

WHEREAS, on September 13, 2022, the Parties entered Contract SC-02-23 (the "Contract"), wherein the Contractor agreed to supply and install approximately 10,800 Linear Feet (LF) of 6-inch C-900 PVC DR-14 water main for the completion of the Hannah's Rest Waterline Rehabilitation Project to include all materials, equipment, and labor, on St. Croix, US Virgin Islands. A copy of said Contract is attached hereto and made a part hereof as Appendix "A";

WHEREAS, on July 17, 2024, the Parties entered Amendment I to extend the Contract 'Term' for one-year to expire on September 3, 2024. The Parties further amended the Contract 'Payment Terms' to allow for payments to equalize the 20% payment increments. A copy of said Amendment I is attached hereto and made a part hereof as Appendix "B";

WHEREAS, the Parties wish to amend the "Scope of Work" for additional work to include the addition of 2,160 linear feet of water service lines, 46-meter boxes and replacement asphalt road paving. The Contractor shall charge the Authority for the Work in accordance with Exhibit "A-1"; and

WHEREAS, the Parties wish to further amend the Contract 'Term' to extend the contract for 84 days to expire on November 26, 2024. Additionally, the Contract 'Consideration' shall increase in the amount of One Million One Hundred Thirteen Thousand Nine Hundred Seventy-

Four Dollars and 00/100 (\$1,113,974.00).


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 constitute an integral part thereof;
2. That Section 1 of the Contract entitled "Scope of Work", is amended to reflect the additional work to include the addition of 2,160 linear feet of water service lines, 46-meter boxes and replacement asphalt road paving;
3. That Section 2 of the Contract entitled "Term", is amended to reflect time extension of 84 day, to expire November 26, 2024;
4. That Section 3 of the Contract entitled "Consideration", is amended with an additional cost amount of \$1,113,974.00; for a new Contract Total amount of Four Million Three Hundred Ten Thousand Nine Hundred Ten Dollars and 00/100 (\$4,310,910.00);
5. That Section 5 of the Contract entitled "Gross Receipt Taxes" is amended with an amount of Fifty-Five Thousand Six Hundred Ninety-Eight Dollars and 70/100 (\$55,698.70);
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

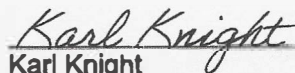
IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment on the
day, month, and year first above-written.


WITNESS


MARCO ST. CROIX, INC.
By:  - 9/11/2024
SHAWN BAPTISTE Date
President

V.I. WATER AND POWER AUTHORITY


WITNESS

By:  9/20/2024
Karl Knight Date
Executive Director (CEO)

**APPROVED AS TO LEGAL
SUFFICIENCY:**

 09/10/2024
PATRICIA QUINLAND
Assistant General Counsel

Attachments