

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

**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY
AND L & W ENGINEERING EQUIPMENT, LTD.**

Contract No. SC-04-26

The proceeding Contract is a properly negotiated agreement between all parties involved. Any marks, changes, white out, or deletions without the expressed written permission from all parties involved shall make this contract null and void.

This Contract (hereinafter the "Contract") entered into this 21 day of August, 2025 by and between **L & W ENGINEERING EQUIPMENT, LTD.**, located at P.O. 539, 5A Old St. Joseph Rd., Port of Spain , Laventille Trinidad W.I., (hereinafter referred to as "Contractor") and the **V.I. WATER AND POWER AUTHORITY** , located at P.O. Box 5018, Kingshill , St. Croix, V.I. 00851 (hereinafter referred to as the "Authority") for the purchase of Ultrasonic E-series Polmer Madel E-25 P water meters . The Authority and Contractor shall hereinafter be jointly referred to as the "Parties".

WITNESSETH

In consideration of the mutual promises, covenants and conditions contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF WORK /WORK:** The Contractor is supplying water meters as described in Exhibit "I". Any system capabilities such as remote meter reading, real-time usage data, leak detection, and water utility management will require additional equipment, software, and services not provided under this Contract. The Work shall



conform to the Authority's General Contract Terms for Equipment and Supplies with Federal Requirements, attached hereto as Appendix "A" and the Contractor's Quote dated August 4, 2025, attached hereto as Exhibit "I".

2. **CONSIDERATION:** In consideration of the Contractor's performance of the Work, the Authority shall pay to Contractor an amount not to exceed **Seven Hundred Forty-Six Thousand Nine Hundred Thirty-Three Dollars and 40/100 USD (\$746,933.40 USD)** (hereinafter the "Contract Price").

Payment of any taxes, duties, customs, or other fees incurred up to the point of delivery in Miami, Florida, USA, shall be the sole responsibility of the Contractor. Any freight, taxes, duties, customs, or other fees incurred after delivery to Miami shall be the sole responsibility of the Authority. The Authority shall NOT have any obligation to pay, or see to the payment of, money to Subcontractors, except as may otherwise be required by law.

3. **TERMS/PROGRESS REPORTS:** This Contract shall take effect upon full execution ("Effective Date"). Once the Work has commenced based on the dates included in the Notice to Proceed, the Work shall not surpass the effective termination date of the contract, which is December 31, 2025, unless otherwise mutually agreed in writing. Delivery dates are estimates only and dependent on supplier lead times, manufacturing schedules, and shipping conditions

4. **TERMS OF PAYMENT:** All invoices shall be submitted electronically to the Project Manager, with a copy to Accounts Payable at accountspayable@viwapa.vi. All invoices will be based upon a thirty (30) day payment term of approval after review and approval by the Authority's Project Manager. Payments shall be made, after review and



signature approval by the Authority's Project Manager, in accordance with the below payment schedule:

PAYMENT SCHEDULE

80% DOWN PAYMENT..... \$597,546.72USD

20% FINAL RECEIPT OF GOODS..... \$149,386.68 USD

TOTAL CONTRACT COST \$746,933.40 USD

***Note: A ten percent (10%) retainage shall be withheld from each progress payment and shall be released to the Contractor upon final acceptance of the Work.**

5. **INDEMNIFICATION:** The Authority is entitled to indemnification in accordance with Section 15 of the Authority's General Contract Terms for the Equipment and Supplies with Federal Requirements, dated October 29, 2019, which is attached hereto and fully incorporated by reference herein as Appendix "A." If the Contractor fails, after notice and reasonable opportunity, to assume the defense of any claim, the Authority may at the expense of the Contractor contest, settle, or consent to the entry of any judgment with respect to, or pay in full, such claim and Contractor shall upon demand promptly reimburse the Authority for all defense and settlement costs.

6. **DESIGNATED PERSONNEL:** The Authority reserves the right to designate personnel to provide information and to coordinate the Work with the Contractor. The Authority shall designate the following individual in the following capacity:

Project Manager
Shawn Scotland
Water Distribution Superintendent
Virgin Islands Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450



Shawn.scotland@viwapa.vi
(340) 643-4539

The Contractor designates the following individual in the following capacity:

Project Manager
Karen Mohan
Marketing Coordinator
L&W Engineering Equipment, Ltd.
P.O. Box 539
Port of Spain, Laventille Trinidad W.I.
sales@landwengineering.com
(868)-624-5617

7. **CHANGE ORDERS:** All change orders or requests for additional services, must be approved in writing by the Authority's Contracting Officer. In the absence of such written approval, Contractor shall be liable for any changes in the Work not in conformance with this Contract.

8. **RELIANCE:** The Contractor's representations of its ability to perform the Work with skilled and competent personnel area substantial and material condition of this Contract. The Contractor agrees, or is otherwise aware, that the Authority shall rely on all the representations in its correspondence as incorporated in the submitted documents attached hereto as Exhibit "I" and only those specifications and commitments expressly stated in this Contract and Exhibit "I," excluding any prior oral or informal communications.

9. **FORCE MAJEURE:** Notwithstanding anything to the contrary contained herein, Contractor shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, government acts, terroristic acts, pandemics, war, or civil unrest.

In the event of a force majeure occurrence, Contractor shall provide written notice to the other party within five (5) business days of becoming aware of such event. The notice



shall include a description of the nature of the event, its expected duration, and the anticipated impact on the party's performance under this Contract. The affected party shall use commercially reasonable efforts to mitigate the effects of the force majeure event and resume performance as soon as practicable.

10. **PROFESSIONAL STANDARDS:** The Contractor shall observe and maintain the professional standards and good practices applicable to its profession and to Contractors doing business in the U.S. Virgin Islands.

11. **LIABILITY OF OTHERS:** Nothing in this Contract shall be construed to impose any liability against the Authority to persons, firms, associations, or corporations engaged by the Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations, and taxes of Contractor of whatsoever nature, including but not limited to employment insurance and social security taxes for Contractor, its servants, agents, employees, or independent contractors.

12. **COMPLIANCE WITH OTHER LAWS:** The Parties to this agreement shall comply with all applicable laws, rules, regulations and public policies that prohibit unethical conduct regarding the obtaining, retention or conduct of business or an unfair advantage ("Laws"). The Parties shall not directly or indirectly give, offer, promise, authorize, or allow to be given, offered, or promised, anything of value to an official or employee of any government, state-owned enterprise, international organization including subdivisions thereof or entities acting on behalf of a government, state-owned enterprise, international organization or subdivision thereof (any such employee or official



referred to collectively as "Official"), while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official (including political parties or officials thereof or candidates for foreign office) in order to: (i) influence any officials thereof, or (ii) induce such Official to use this influence to affect or influence any act or decision of any government (or any subdivision thereof), or (iii) assist the Parties in obtaining or retaining business, or in directing business to any person or obtain an unfair advantage for the Parties in any respect.

Should any Party violate any of the Laws then: (i) the other Party(s) shall have the right to immediately terminate the Agreement for cause; (ii) the other Party(s) shall have a right of action against the offending Party in breach of such laws; and (iii) the offending Party shall indemnify the other Party(s) for any penalty, loss or expenses incurred by the other Party(s) as a result of the offending Party's breach of any of its obligations under this Section.

13. **PRESENTATION OF COMPLIANCE WITH THE LAW:** The Parties hereto represent and warrant that this Contract and its performance do not violate any law, regulation, or policy of the United States Virgin Islands. Any Party hereto shall be relieved of its obligations to perform under this Contract to the extent such performance would violate any law, regulation, or policy of the United States.

14. **ASSIGNMENT:** The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Authority.

15. **SAFETY PRECAUTIONS:** The Contractor shall be responsible for initiating and maintaining safety precautions and programs and supervising its personnel to ensure the safe performance of the Work. The Contractor shall, furthermore, provide all its

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personnel with sufficient and appropriate safety devices.

The Contractor shall ensure that the services provided, and the products, equipment, and materials furnished and/or utilized are in strict compliance with any and/or all applicable codes and standards regulating its activities, including but not limited to the following:

EPA	Environmental Protection Agency
OSHA	Occupational Safety and Health Administration
NEC	National Electrical Code
NEMA	National Electric Manufacturers Association
RCRA	Resource Conservation and Recovery Act
TSCA	Toxic Substance and Control Act
DOT	Department of Transportation
ASTM	American Society of Testing Materials
AGMA	American Generator Manufacturers Association
NESC	National Electric Safety Code
AWWA	American Water Works Association
NSF	National Sanitation Foundation
FP-96	Federal Highway Administration

The Contractor shall also comply with any and all applicable U.S. Virgin Islands' building, plumbing, mechanical, electrical, fire, health, and public safety codes only to the extent such requirements apply to the goods supplied under this Contract, and excluding obligations related to on-site installation, which the Contractor will not perform.

16. **CONTRACT DOCUMENTS:** The Contractor shall complete Work to be

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performed in accordance with the Contract documents. The Contract documents include:

1. The Authority's General Contract Terms for Equipment and Supplies with Federal Requirements and Insurance Requirements dated October 29, 2019, attached hereto and incorporated by reference herein as Appendix "A";
2. The Contractor's Quote, dated August 4, 2025, attached hereto and incorporated by reference herein as Exhibit "I".

In the event of any inconsistencies between the written agreements comprising the Contract, the matter will be resolved according to the following descending order of precedence: (1) This Contract; (2) the Authority's General Contract Terms for Equipment and Supplies with Federal Requirements attached as Appendix "A"; and (3) the Contractor's Proposal dated August 4, 2025 attached as Exhibit "I". This Contract and Contract documents constitute the entire agreement between the Parties hereto, and all prior understandings or communication, written or oral, with respect to the subject matter of this Contract are merged herein.

17. **GENERAL CONTRACT TERMS:** This Contract is subject to the Authority's General Contract Terms for Equipment and Supplies with Federal Requirements hereto and made a part of this Contract as Appendix "A".

18. **CONFLICT OF INTEREST:** The Contractor warrants and represents that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under the Contract. If any such actual or potential conflict of interest arises under this Contract, the Contractor shall immediately inform the Authority in writing of such conflict. If, in the reasonable judgment of the Authority, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Contract then the Authority may terminate the Contract



immediately upon written notice to Contractor; such termination of the Contract shall be effective upon the receipt of such notice by the Contractor.

19. **NON-DISCRIMINATION:** No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of the contracted services on account of race, creed, color, sex, religion, national origin, or disability.

20. **DEBARMENT CERTIFICATION:** By execution of this construction contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LISTS OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this construction contract or any subcontract and that the contractor or subcontractor shall promptly reimburse the Virgin Islands Water & Power Authority for any payment(s) heretofore made.

21. **WAIVERS AND AMENDMENTS:** No waiver, modification, or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the Parties or by their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instance or instances

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shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

22. **NOTICE:** Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid, or personally delivered, addressed to the Parties as follows:

The Authority: Karl Knight
Executive Director
V.I. Water & Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450
Karl.knight@viwapa.vi

With Copy To: Office of the General Counsel
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, US Virgin Islands 00804
legaldepartment@viwapa.vi

The Contractor: Marketing Coordinator
Karen Mohan
L&W Engineering Equipment, Ltd.
P.O. Box 539
Port of Spain, Laventille Trinidad W.I.
sales@landwengineering.com

23. **COUNTERPARTS:** This Contract may be executed in two or more counterparts, each of which together shall be deemed an original and the same instrument, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and



effect as if such facsimile or ".pdf" signature page were an original thereof.

24. **GOVERNING LAW:** The laws of the U. S. Virgin Islands shall govern this Contract. The Parties agree that prior to initiating litigation in the Virgin Islands, they will make good faith efforts to resolve disputes through direct negotiation, and, if mutually agreed, mediation or arbitration.

25. **VENUE:** The Parties agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the United States Virgin Islands. The Parties further agrees that process may be served upon them in any manner authorized by the laws of the United States Virgin Islands for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.

26. **SURVIVAL:** The following sections of this Contract will survive the termination or expiration of this Contract and will remain in effect until fulfilled:

- Clause 3: Consideration
- Clause 5: Indemnification
- Clause 17: Contract Documents
- Clause 24: Governing Law
- Clause 25: Venue

27. **NON-SOLICITATION:** Neither Party shall, during the term of this Agreement, and for one year after the end of its Term, directly or indirectly solicit or offer employment or any other form of contract for services to any of the other Party's technical and/or professional employees, associates, subcontractors or other such personnel who were directly involved in the performance of this Agreement. In the event of a breach of this Section by WAPA or the Contractor, respectively, the Party in breach shall pay compensation to the other Party equal to six (6) Months' gross salary or fees of the

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employee, associate, contractor or subcontractor in question.

28. **CONFIDENTIALITY:** The Parties agree: (i) that the receiving party and its employees may disclose Confidential Information to others if required by law or with the prior written consent of the disclosing party; (ii) not to make use of Confidential Information other than for the performance of this Agreement; and (iii) that it will not use such information for its own advantage to the detriment of the disclosing party or its customers. Confidential information shall not include information which: (i) becomes generally available to the public (other than by the acts or omissions of the receiving party or its employees); (ii) was known prior to the date of this Agreement by "or becomes known to" the receiving party or its employees and was not obtained from any person under any obligation of confidentiality to the disclosing party, (iii) is independently developed by the receiving party; or (iv) is required to be disclosed pursuant to legal process or regulation.

29. **WAIVER:** Failure by either Party to exercise any of its rights under this Agreement shall not constitute a waiver of such rights. Neither Party shall be deemed to have waived any right resulting from any failure to perform by the other Party unless it has specifically waived such right in writing.

30. **CONFLICTING PROVISIONS:** In the event of any conflict, inconsistency, or variations between this Agreement and any of the Appendices hereto, the terms and provisions of this Agreement shall have precedence.

31. **GOOD FAITH AND FAIR DEALING:** The Parties shall act reasonably and shall perform their obligations hereunder in accordance with the principles of good faith and fair dealing.

32. **SEVERABILITY CLAUSE:** Should any provision of this Contract be

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determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

33. **ENTIRE AGREEMENT:** This Contract and the Contract Documents constitute the entire agreement of the Parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract are merged herein and shall supersede any reliance on statements or representations not expressly included in this Contract or Exhibit "I".

SIGNATURE PAGE TO FOLLOW

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

L&W ENGINEERING EQUIPMENT, LTD.



WITNESS

Monique Walker
Director



Karen Mohan
Marketing Coordinator

21-08-2025
Date

V.I. WATER & POWER AUTHORITY:

Arlene L. Pinney-Benjamin

WITNESS



KARL KNIGHT
Executive Director

8/21/2025
Date

APPROVED AS TO LEGAL SUFFICIENCY:



PATRICIA QUINLAND
Assistant General Counsel

August 19, 2025
Date

Attachments