

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



**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY  
AND POWER ENGINEERS, INCORPORATED**

**SC-08-23**

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

This Contract is entered into this 7th day of August, 2023, by and between the Virgin Islands Water and Power Authority (hereinafter called the "Authority") located at 9720 Estate Thomas, Post Office Box 1450, St. Thomas, U.S. Virgin Islands 00804 and Power Engineers, Incorporated (hereinafter the "Contractor") located at 2401 South Cobalt Point Way, Meridian ID 83642, to provide a study, entitled the Solar Photovoltaics (PV) Interconnection Study, that analyzes the impacts of the increased penetration of solar energy on VIWAPA's electric utility grid on the island of St. Croix, U.S. Virgin Islands and to provide guidance on what capital upgrades to the grid may be needed in order to support the proposed increase in penetration, including grid scale Battery Energy Storage Systems (BESS). The Authority and the Contractor shall jointly be 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:

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**1.SCOPE OF WORK:** The Contractor is responsible for the Scope of Work (hereinafter the “Work”) which, upon notification from the Authority, The Contractor shall provide terms reference for PV interconnection power system studies for St. Croix, VI as outlined in the Authority’s Request for Proposal PR-11-22, attached hereto and incorporated by reference herein as Appendix “B”. The Contractor’s services include but are not limited to:

- Load flow calculations (Thermal ratings and Voltage levels to be verified)
- N-1 contingency calculation
- Short circuit calculations
- Transient stability
- Harmonic analysis
- The transformer(s)/cables energization and current in-rush study
- Facility Cost Estimates (new transformers, conductors, regulators etc.)

The Work shall be performed in accordance with the requirements contained in the following documents:

1. The Authority’s Professional General Contract Terms with Federal Requirements dated March 14, 2019 attached hereto and incorporated by reference herein as Appendix “A”; Appendix “A” contains the following changes to the General Contract Terms with Federal Requirements:
  - a. The following definition is added to Section 1: Definitions:  
“The term ‘Bid’ shall mean the proposal submitted by the Contractor in Exhibit A o the Contract which defines the basis for deliverables, scope, and assumptions of the Scope of Work.”
  - b. Section 2, subsection d is amended to: “All services performed,

or materials provided by Contractor under the Contract shall comply with the terms, conditions, and requirements, and shall be done in a professional manner in accordance with the standard of care set forth in Section 25 (“Standard of Care”).”

- c. Section 2, Subsection e is amended to: “Contractor shall be responsible for the professional quality, technical accuracy and timely completion of its services furnished under the Contract. Within one (1) year after completion of the services, Contractor shall, without additional compensation, and at its own cost and expense, correct or revise any errors, omissions or other deficiencies in the services arising from Contractor’s failure to meet the Standard of Care.”
- d. Section 4 is amended to “Contractor shall comply with all federal and local laws, codes or regulations, which apply to performance of the Work. Contractor shall secure at its own expense, all necessary employment related license and certificates necessary to perform the Scope of Work.”
- e. The following language is added to Section 7: “Additionally, the Contractor may issue a written request to the Contracting Officer at any time a written request for changes in the Work if within its general scope.”
- f. Section 12, subsection 1(c) is removed. Section 12, subsection 1 (d) is amended to Section 12, subsection 1 (c), and states the following “All material and work covered by partial payments made shall thereupon become the sole property of the Authority, but the provisions shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work to the extent caused by Contractor’s actions or as a waiver of the right of the Authority to require the fulfillment of all the terms of the Contract.”
- g. Section 12, subsection 2 is amended to : Upon completion and acceptance of the Work, the amount due the Contractor under this Contract will be paid upon the presentation of a properly executed and duly certified invoice thereof. The Contractor shall furnish the Authority with a release, if required, of all claims against the Authority arising under and by virtue of the Contract, other than such claims, if any, as may be specifically accepted by the Contractor from the operation of the release in stated amounts to be set forth therein, or

except those claims previously made in writing to the Authority and remaining unsettled at the time of final payment and provided Contractor may establish a counter claim if the Authority presents a claim against Contractor after the receipt of final payment.”

- h. Section 15, Subsection (a) is amended to: “Indemnity for Professional Liability Claims. For claims arising out of Contractor’s professional negligence, Contractor shall indemnify and hold the Authority and its servants, employees agents harmless against any and all claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses, costs, and reasonable attorney’s fees, arising after the commencement of the contract, brought for damages arising out of any injury or loss of life, claim or demand of any person or property in any way connected with or arising out of the performance of the work (collectively, “Claims”), to the extent the foregoing Claims are caused by Contractor’s negligence. It is the intention and express agreement of the parties that the Authority shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor’s subcontractors, subcontractor employees, agents, or invitees, or to any other person, or property of Contactor, to the extent caused by the negligence of Contractor, its servants, employees, agents, or invitees, or the Contractor’s subcontractors, subcontractor employee, agents and invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance arising out of Contractor’s obligations under this paragraph, whether benefitting Contractor or the Authority, or both, to the Contractor.”
- i. Section 15, Subsection (b) is amended to: “General Indemnity. For claims that do not arise out of the Contractor’s professional negligence, Contractor shall indemnify, defend, and hold the Authority and its servants, employees agents harmless against any and all claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses, costs, and reasonable attorney’s fees, arising after the commencement of the contract, brought for damages arising out of any injury or loss of life, claim or demand of any person or property in any way connected with or arising out of the performance of the work (collectively, “Claims”). It is the intention and express agreement of the parties that the Authority shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor’s subcontractors, subcontractor employees, agents, or invitees, or to any other person, or property of



Contractor, to the extent caused by the actions of the Contractor, its servants, employees, agents, or invitees, or the Contractor's subcontractors, subcontractor employee, agents and invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance arising out of Contractor's obligations under this paragraph, whether benefitting Contractor or the Authority, or both, to the Contractor."

- j. Section 15, Subsection (c) is amended to: "If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept indemnification of defense made by the Authority, as a condition of this contract."
- k. Section 15, Subsection (d) is amended to: "It is further the intention of the parties, that Contractor, its servants, employees, agents, and its carrier will not look to or require the Authority to contribute to any settlement."
- l. Section 15, Subsection (e) is amended to: "Notwithstanding any other provisions of this Agreement to the contrary, neither the Authority or Contractor shall be liable whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions."
- m. Section 15, Subsection (f) is amended to : "Notwithstanding any other provision of this Agreement to the contrary, the liability of either party and to all entities having contractual relations with either party in connection with this Agreement, for any claim whatsoever related to this Agreement, including any cause of action in contract, tort or strict liability, and including any obligations to indemnify the other party as set forth in this Agreement, shall not exceed three times (3X) the total compensation payable to Contactor under this Agreement."
- n. Section 21 is amended to: "Section 21: Governing law and Dispute Resolution: The laws of the Virgin Islands shall govern the interpretation and construction of the Contract to the extent applicable, otherwise the laws of the State of New York shall govern. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract. The parties shall attempt in good faith to resolve any dispute arising out of or relating to the Contract, or any breach hereof or any services performed hereunder,

promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If the dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties. In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Commercial Mediation Rules published by the American Arbitration Association. Unless the parties agree otherwise, mediation shall be held in St. Thomas, U.S. Virgin Islands. This agreement to mediate and any other agreement or consent to mediate entered into in accordance with the Contract shall be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of the demand for mediation shall be filed in writing with the other party to the Contract. The demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The parties shall share equally the costs and fees of the mediator. Each party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation."

- o. Section 24 is amended to: "All of the reports, information, data, studies, reports, memoranda documents, etc., prepared or assembled by Contractor pursuant to the Work are confidential and shall be owned by the Authority and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority. Notwithstanding the foregoing, the parties agree that Contractor shall retain ownership of its intellectual property that is incorporated into or arises out of the foregoing Work ("Contractor IP"), as well as a copy of the work product for Contractor record-keeping purposes. "Contractor IP" means all intellectual property, including but not limited to, schematics, drawings, flowcharts, concepts, frameworks, methodologies, analytic techniques, management tools, know-how,



code, software, survey designs, diagnostic instruments, data sets, databases, learning designs, curricula, and teaching materials and derivatives thereof that is not derived from or includes the Authority's confidential or proprietary information. Contractor IP can be embodied in many forms of media and is not dependent on the availability or existence of patent, copyright, trademark, or trade secret protection. Contractor shall remove from the Work any person assigned thereto who is deemed by the Authority to be objectionable and shall indemnify and hold harmless the Authority regarding any claim arising out of such action. Contractor shall not remove or reassign its Project Manager in charge of the work or its other key personnel designated in the Contract without the prior approval of the Authority unless such person is no longer employed by the Contractor."

- p. Exhibit 1: Insurance Requirements: Construction is amended to "work performed" and Sections B and C are removed.
2. The Authority's Request for Proposal PR-11-22 dated November 2021 attached hereto and incorporated by reference herein as Appendix "B";
3. The Authority's Request for Proposal PR-11-22 Addendum I attached hereto and incorporated by reference herein as Appendix "C";
4. The Authority's Request for Proposal PR-11-22 Addendum II attached hereto and incorporated by reference herein as Appendix "D";
5. The Authority's Request for Proposal PR-11-22 Clarification I attached hereto and incorporated by reference herein as Appendix "E";
6. The Authority's Request for Proposal PR-11-22 Clarification II attached hereto and incorporated by reference herein as Appendix "F";
7. The Contractor's response to the Authority's Request for Proposal dated December 17, 2021, incorporated by reference herein as Exhibit "A";
8. The Contractor's response to the Authority's Clarification I, attached hereto and incorporated by reference herein as Exhibit "B"; and

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9. The Contractor's response to the Authority's Clarification II, attached hereto and incorporated by reference herein as Exhibit "C".

No segment of work shall be commenced until the Contractor has obtained approved work packages from the Authority's Project Manager.

**2.TERM:** This Contract shall take effect upon its full and final execution by the Parties and in accordance with the commencement date as agreed upon between the Parties as contained in the written Notice to Proceed (hereinafter "Effective Date"). Once the 'Scope of 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 two hundred and thirty five (235) days from the effective date in the Notice to Proceed.

**3. CONSIDERATION:** In consideration of the Contractor's performance of the Work, the Authority shall pay to Contractor an amount not to exceed ONE HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED NINETY ONE DOLLARS and 00/100 (\$141,491.00). The total consideration stated herein shall be for all Work performed by the Contractor pursuant to this Contract. Payment of any taxes, duties, customs, excise or other fees shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any way for any taxes, customs, duties, excise or other fees.

**4.TERMS OF PAYMENT:** All invoices shall be submitted electronically to the Project Coordinator. Invoices should also be submitted to the Grants Management Department at [grantsmanagement@viwapa.vi](mailto:grantsmanagement@viwapa.vi). Invoicing shall be submitted upon completion of milestones met for each Phase. All invoices will be based upon thirty (30) days payment terms of approval of the invoices. Payments shall be made on a progress billing and

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payment method, after review and approval by the Authority's Project Coordinator, in accordance with the below payment schedule:

- **20% after the inception Report/Data Assumption and verification acceptance and approval ----- \$28,298.20**
- **25% after the interim RMS Impact Study Report (Task 1) -----\$35,372.75**
- **15% after the interim EMT Impact Study Report (Task 1) -----\$21,223.65**
- **10% after the interim BESS Optimization Study Report (Task 1) ----- \$14,149.10**
- **25% after draft report is accepted and approved by VIWAPA----- \$35,372.75**
- **5% after the final report is accepted and approved by VIWAPA ----- \$7,074.55**

**TOTAL CONSIDERATION \$ 141,491.00**

**5. BUSINESS LICENSE:** Intentionally omitted. All work is done off-island.

**6. EMPLOYMENT OF U.S. VIRGIN ISLANDS RESIDENTS:** The Contractor shall comply with 24 V.I.C. § 126, which requires the following preference for resident workers (i.e., any person capable of performing services or labor and who is a citizen of the United States, or an immigrant alien admitted to the United States for permanent residence under the provision of the Immigration and Nationality Act as amended):

Resident workers shall be given preference in employment in the Virgin Islands in any industry or occupation for which such workers are qualified and available. Nonresident workers shall be employed only to supplement the labor force of available and qualified workers. No resident workers shall suffer any reduction in workweek below 40 hours a week by reason of an employer employing a non-resident worker. No employer shall employ a non-resident worker except in strict accordance with the provisions of this chapter and regulations hereunder. Nothing contained herein shall be construed to interfere with the policy of the Employment Services in canvassing of affiliated state employment



services to obtain workers before issuing clearance certification for alien workers.

The Contractor shall comply with requirements of 31 V.I.C. §§ 271 and 272 and Title 24, Chapter 6 (Protection of Resident Workers) of the Virgin Islands and hire Virgin Islands Residents and Resident Workers for work in connection with this Contract. The Contractor shall also ensure that its subcontractor(s) comply with the legal requirement to hire Virgin Islands residents and Resident Workers in connection with this project and shall require such in their contract(s) with their subcontractor(s). Upon request of the Authority, the Contractor shall provide a report and/or information regarding its compliance, and its subcontractor's compliance, with the requirement to hire Virgin Islands Residents and Resident Workers. Before any vacancies are filled with an individual that is not a resident of the Virgin Islands, the Contractor and its subcontractor(s) shall notify the Employment Security Agency of the Virgin Islands Department of Labor in accordance with the requirements of 31 V.I.C. § 272 and 27 V.I.C. §303b.

The Contractor understands that its failure to adhere to the requirements referenced herein may result in the application of penalties as imposed by the Department of Labor as outlined under 31 V.I.C. § 272(c)(d). Additionally, the Contractor's failure to comply with the requirements herein may result in termination of this agreement in accordance with the Authority's General Contract Terms attached and incorporated by reference herein as Appendix "A." Further, the Authority shall consider Contractor's non-compliance with the provisions of this section in the award of future contracts.

**7. RELIANCE:** The Contractor's representations of its ability to perform the Work



with skilled and competent personnel are a 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 its submitted document attached hereto as Exhibit "A".

**8. INDEMNIFICATION:** If the Authority is entitled to defense and indemnification under this Agreement and the Contractor fails, after notice and reasonable opportunity, to assume the defense of such 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.

**9. ENVIRONMENTAL RESPONSIBILITY:** The Contractor shall, in the performance of the Scope of Work referenced herein, comply with all applicable rules, regulations, and guidelines issued by the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the V.I. Department of Planning and Natural Resources (DPNR), and all other federal and territorial regulatory agencies. The Contractor shall indemnify the Authority for any and all fines that may be assessed against it as a result of the Contractor's failure to adhere to the laws, regulations and directives of the federal and territorial regulatory agencies; and it shall furthermore pay all costs, expenses, and attorney's fees reasonably incurred in connection therewith.

**10. SAFETY PRECAUTIONS:** The Contractor shall be responsible for initiating and maintaining safety precautions and programs and supervising its personnel to ensure

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the safe performance of the Work. The Contractor shall, furthermore, provide all its 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:

1. EPA- Environmental Protection Agency
2. OSHA - Occupational Safety and Health Administration

The Contractor shall also comply with any and all applicable U.S. Virgin Islands' fire, health, environmental and public safety codes.

**11. DESIGNATED PERSONNEL:** The Parties reserve the right to designate personnel to provide information and to coordinate the Work between the Parties.

The Authority designates the following:

Marquis McGregor  
Project Manager  
V.I. Water and Power Authority  
P.O. Box 1450  
St. Thomas, U.S. Virgin Islands 00804-1450  
(340) 774-3552, ext. 3045  
[marquis.mcgregor@viwapa.vi](mailto:marquis.mcgregor@viwapa.vi)

The Contractor designates the following individual in the following capacity:

Matthew Kavanagh  
Power Engineers, Inc.  
2401 South Cobalt Point Way,  
Meridian ID 83642  
[matthew.kavanagh@powereng.com](mailto:matthew.kavanagh@powereng.com)  
(208) 788-0371



**12. 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.

**15. 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.

**16. INSURANCE:** The Contractor shall, at its expense, before any Work is commenced, cause to be issued and maintained until sixty (60) days after acceptance of the Work, insurance as described in the Authority's Professional General Contract Terms with Federal Requirements dated March 14, 2019. A copy of the insurance certificate must be presented to the Authority's Contracting officer at contract execution.

**17. CONTRACT DOCUMENTS:** The Contractor shall perform and complete the Work in accordance with the Contract. The "Contract Documents" include Appendixes "A" through "F" and Exhibits "A" through "C" as listed in Paragraph 1 above and incorporated fully by reference herein. In the event of any conflict, the terms of this Contract shall govern.

**18. NON-DISCRIMINATION:** No person shall be excluded from participating in,

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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, disability, or national origin.

**19. PROFESSIONAL GENERAL CONTRACT TERMS:** This Contract is subject to the Authority's Professional General Contract Terms with Federal Requirements attached hereto and made a part hereof as Appendix "A".

**20. CHANGE ORDERS/ADDITIONAL SERVICES:** The Contracting Officer must approve in writing all change orders or requests for additional services. In the absence of such written approval, the Authority shall not be liable for the payment of any services performed outside of the scope of the Contract.

**21. GOVERNING LAW:** The laws of the U.S. Virgin Islands shall govern the interpretation and construction of this Agreement to the extent applicable. The Parties agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the Virgin Islands.

**22. 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.

**23. CHOICE OF LAW:** This Contract shall be governed by and construed in accordance with the laws of the United States Virgin Islands without regard to applicable principles of conflicts of law. Each of the Parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within the United States Virgin Islands, in connection with any matter based upon or arising out of this Contract or the matters contemplated herein, agrees that process may be served upon them in any

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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.

**24. 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 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.

**25. 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 received via e mail, addressed to the Parties as follows:

The Authority: Andrew L. Smith  
Executive Director (CEO)  
V.I. Water and Power Authority  
P.O. Box 1450  
St. Thomas, U.S. Virgin Islands 00804  
[andrew.smith@viwapa.vi](mailto:andrew.smith@viwapa.vi)

Copy to: Office of the General Counsel  
V.I. Water and Power Authority  
P.O. Box 1450  
St. Thomas, U.S. Virgin Islands 00804  
[legaldepartment@viwapa.vi](mailto:legaldepartment@viwapa.vi)

The Contractor: Matthew Kavanagh



Power Engineers, Inc.  
2401 South Cobalt Point Way,  
Meridian ID 83642  
[matthew.kavanagh@powereng.com](mailto:matthew.kavanagh@powereng.com)  
(208) 788-0371

**26. DEBARMENT CERTIFICATION:** By execution of this 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 it subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Contractor or 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 contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Virgin Islands Water and Power Authority for any payment (s) heretofore made. Contractor understands that the Authority will not release any funds until Contractor's SAMs number has been provided to the Authority and the Authority has verified Contractor's debarment status.

**27. COUNTERPARTS:** 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

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(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.

**28. 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 17: Contract Documents
- Clause 21: Governing Law
- Indemnification for Injury & Damages (See Appendix "A")

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

**30. 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.

**SIGNATURE PAGE TO FOLLOW**

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

  
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WITNESS

**Power Engineers, Inc.**  
By:   
\_\_\_\_\_  
Matthew Kavanagh  
Senior Project Manager

  
\_\_\_\_\_  
WITNESS

**V.I. WATER & POWER AUTHORITY**  
By:   
\_\_\_\_\_  
Andrew L. Smith  
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Patricia Quinland, Esq.  
Assistant General Counsel

Attachments