

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



ADDENDUM I

This Addendum I to Contract SC-09-22 (hereinafter the "Contract") is entered into on this 20 day of January 2022, by and between the VIRGIN ISLANDS WATER AND POWER AUTHORITY (hereinafter the "Authority") and ON-SITE ENVIRONMENTAL, INC. (hereinafter "the Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as the "Parties."

WHEREAS, on December 21, 2021, the Parties entered into Contract SC-09-22, wherein the Contractor agreed to demolish and dispose of the former Israel Desalinization Equipment ("IDE") Tank No. 10 and its foundation located at Krum Bay, Randolph E. Harley Power Plant Facility ("RHPP") on St. Thomas, US Virgin Islands. A copy of said Contract is attached hereto and made a part hereof as Appendix "A";

WHEREAS, the Parties now agree to amend the Contract to add a provision concerning Liquidated Damages in accordance with the requirements provided by the Department of Housing and Urban Development ("HUD") and the Virgin Islands Housing Finance Authority ("VIHFA"); and

WHEREAS, the Parties further agree to amend the Contract to add a provision concerning Debarment in accordance with the requirements provided by HUD and VIHFA.

NOW THEREFORE, in consideration of the mutual covenants herein and the Parties intending to be legally bound hereby, it is agreed as follows:

1. That the preamble to this Addendum I shall constitute an integral part

thereof.

2. That Clause 24 concerning Liquidated Damages shall be inserted into the Contract and shall state the following:

24. LIQUIDATED DAMAGES:

The Authority shall assess liquidated damages solely for delay in achieving contract completion. For each day that the project or any component of the project extends beyond the specified contract completion date, for any cause other than excusable causes as defined in Paragraph 13a of the attached General Contract Terms with federal requirements, the Contractor and its sureties shall be liable to the Authority and shall be assessed a liquidated damage in the amount of **\$1000** per day subject to a maximum of liquidated damages not greater than **15%** of the total contract price.

The Authority reserves the right under this clause to forego its claim for liquidated damages for delays and to sue for actual damages incurred as a result of such delays.

3. That Clause 25 concerning Debarment shall be inserted into the Contract and shall state the following:



25. 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 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.

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4. That the foregoing provisions do not usurp, nor in any way amend the terms and conditions of the Contract, except as specifically stated herein.
5. 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 duly execute this Addendum I on the day, month, and year first above written.

		ON-SITE ENVIRONMENTAL, INC.	
			
_____	By:	_____	01-20-2022
WITNESS		Ricardo Alvarez	Date
		Principal	

		V.I. WATER AND POWER AUTHORITY	
_____	By:	_____	_____
WITNESS		Andrew L. Smith	Date
		Executive Director (CEO)	

APPROVED AS TO LEGAL SUFFICIENCY:

	January 18, 2022
_____	_____
Aysha R. Gregory	Date
Deputy General Counsel	

Attachments