

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



ADDENDUM I

This Addendum I to Contract No. SC-14-20 between the VIRGIN ISLANDS WATER AND POWER AUTHORITY (the "Authority") and HAUGLAND VIRGIN ISLANDS (hereinafter "the Contractor") is entered into on this 6th day of January 2021, by and between the Authority and the Contractor. The Authority and the Contractor shall hereinafter be jointly referred to as the "Parties".

WHEREAS, the Parties on March 6, 2020, entered into Contract No. SC-14-20, for the replacement of an estimated 3,600 wooden poles with composite poles on distribution feeders and complete other related work on the island of St. Croix, U.S Virgin Islands. A copy of said contract is attached hereto and made a part hereof as Appendix "A"; and

WHEREAS, per the terms of the agreement the Contractor was to perform services on the island of St. Croix for ONE HUNDRED FOURTEEN MILLION, NINE HUNDRED SEVENTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY- SIX DOLLARS and 96/100 (\$114,978,526.96); and

WHEREAS, the Contractor has been approved to purchase materials and pay for related project services up to TEN MILLION DOLLARS and 00/100 (\$10,000,000.00) inclusive of a six and a half percent (6 ½%) finance charge. This will result in an increase on the contract amount from \$114,978,526.96 to a total not to exceed \$124,978,526.96; and

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WHEREAS, the Parties agree to amend the CONSIDERATION to reflect that for the Contractor's performance of the Work, the Authority shall pay to the Contractor the amount not to exceed ONE HUNDRED TWENTY-FOUR MILLION, NINE HUNDRED SEVENTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY-SIX DOLLARS and 96/100 (\$124,978,526.96).

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 constitutes an integral part of the Parties' agreement.
2. That the Contractor shall purchase materials and pay for related project services for the Cat F Hardening Project on the Authority's behalf.
3. That Clause 3 entitled "**Consideration**" is amended to reflect an increase of up to TEN MILLION DOLLARS and 00/100 (\$10,000,000.00) inclusive of a six and a half percent (6 ½%) finance charge to purchase materials and pay for related project services, for a total consideration not to exceed ONE HUNDRED TWENTY-FOUR MILLION, NINE HUNDRED SEVENTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY-SIX DOLLARS and 96/100 (\$124,978,526.96) for the Contractor's performance of the Work.
4. That these provisions do not usurp, nor in any way amend the terms and conditions of the Contract, except as specifically stated herein.
5. 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.


WITNESS

By: 
William Haugland
Chief Executive Officer/Chairman

1/6/2021
Date

HAUGLAND VIRGIN ISLANDS

V.I. WATER AND POWER AUTHORITY


WITNESS

By: 
LAWRENCE J. KUPFER
Executive Director (CEO)

1/6/2021
Date

APPROVED AS TO LEGAL SUFFICIENCY:


Sharnelle M. Samuel, Esq.
Acting General Counsel

01/05/2021
Date

Attachment