



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

**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY
AND ITRON INTERNATIONAL, LLC**

Contract No. SC-05-26

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

This Contract is entered into this ____ day of 2026 by and between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (hereinafter the "Authority") at mailing address Post Office Box 1450, St. Thomas, U.S Virgin Islands 00804 and **ITRON INTERNATIONAL, LLC** (hereinafter the "Contactor") located at 2111 N Molter Road, Liberty Lake, WA 99019-9469 for the purchase of Gen5 500W Encoder Water Meter Reading Communication Modules. 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:

1.SCOPE OF WORK/WORK: The Scope of Work set forth herein shall hereinafter be referred to as the "Work". The Contractor shall provide and supply of Gen5 500W Encoder Water Meter Reading Communication Modules. The Scope of Work shall

be as set forth in the Contractor's Quote dated July 25, 2025 (hereinafter the "Work"), which is attached hereto and incorporated by reference herein as Exhibit I.

2.TERM: This Contract shall take effect in accordance with 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 September 30, 2026, 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 the total sum, not to exceed, **Six Hundred Eighty-Eight Thousand One Hundred Nine Dollars and 23/100 (\$688,109.23)** (hereinafter the "Contract Price").

Payment of any taxes, duties, customs, 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, or other fees. 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.

4.TERMS OF PAYMENT: All invoices shall be submitted electronically to the Project Manager. Payments under this Contract shall be made from federal funds obtained for the Authority's disaster recovery. The Contractor shall be responsible for ensuring compliance with all applicable federal requirements governing the use of such funds. Payments are to be made in advance by wire transfer, pending review and approval by the Authority's Project Manager, for the total amount of **Six Hundred Eighty-One Thousand Seven Hundred Eighty Nine Dollars and 98/100 dollars (\$681,789.98)**.

5.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:

Shawn Scotland
Project Manager
Virgin Islands Water and Power Authority
P O Box 1450
St. Thomas, USVI 00804
(340)-774-3552 ext. 2403
Shawn.scotland@viwapa.vi

The Contractor designates the following:

Jaime A. Ramirez
Channel Sales Manager CME/Sales
Itron International, LLC
2111 N Molter Road
Liberty Lake, WA 99019-9469
(864) 650-5889
Jaime.ramirez@itron.com

6.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 Quotation attached hereto as Exhibit "I".

7.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 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:

i. EPA	Environmental Protection Agency
ii. OSHA	Occupational Safety and Health Administration
iii. NEC	National Electrical Code
iv. NEMA	National Electric Manufacturers Association
v. RCRA	Resource Conservation and Recovery Act
vi. TSCA	Toxic Substance and Control Act
vii. DOT	Department of Transportation
viii. ASTM	American Society of Testing Materials
ix. AGMA	American Generator Manufacturers Association
x. NESC	National Electric Safety Code
xi. AWWA	American Water Works Association
xii. NSF	National Sanitation Foundation
xiii. 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.

8.CONTRACT DOCUMENTS: The Contractor shall perform and complete the Work in accordance with the Contract and the Contract Documents. The "Contract Documents" include:

1. The Authority's General Contract Terms for Equipment and Supplies with Federal Requirements dated October 29, 2019, incorporated by reference herein as Appendix "A";
2. Contractor's Proposal dated July 25, 2025, incorporated by reference herein as Exhibit "1".

In the event of any conflict 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, and (3) the Contractor's Proposal. The Contract and Contract documents constitute the entire agreement between the Parties.

9.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.

10.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.

11.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.

12. OWNERSHIP AND USE OF DOCUMENTS: All documents and data, written or otherwise generated by Contractor under the Contract including original drawings, estimates, reports, specifications, calculations, field notes, data, etc., and work product are to become the property of and shall be delivered to the Authority. Contractor shall retain one reproducible copy of these documents generated by the Contractor.

13. 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, terroristic acts,

pandemics, war, or civil unrest.

In the event of a force majeure occurrence, Contractor shall provide written notice to the Authority 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.

14.INSURANCE: The Contractor shall, at his 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 General Contract Terms for Equipment and Supplies dated October 29, 2019, incorporated by reference herein as Appendix "A". A copy of the insurance certificate must be presented to the Authority's Contracting Officer upon contract execution, failing which the contract award may be rescinded.

15.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.

16.CHANGE ORDERS/ADDITIONAL SERVICES: The Contracting Officer must approve, in writing, all change orders or requests for additional goods or services. In the

absence of such written approval, the Authority shall not be liable for the payment of any goods delivered or services performed outside the scope of the Contract.

17.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, disability, or national origin.

18.ASSIGNMENT: Neither the Contractor nor the Authority shall assign this Contract or any interest therein, without prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any assignment prohibited hereby shall be null and void.

19.SEVERABILITY: The invalidity, in whole or in part, of any of the foregoing Articles, Sections or paragraphs of this Agreement will not affect the validity of the remainder of such Articles, Sections or paragraphs.

20.GOVERNING LAW: The laws of the U. S. Virgin Islands shall govern this Contract. The Parties agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the Virgin Islands.

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 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.

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

The Contractor: Joel Vach
President
Itron International, LLC
2111 N Molter Road
Liberty Lake, WA 99019-9469
(864) 718-6592

With copy to: Itron, Inc.
Email: legal@itron.com
Attention: General Counsel

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

24.COUNTERPARTS: This Agreement 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.

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 8: Contract Documents
Clause 15: Indemnification
Clause 20: Governing Law

25.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 employee, associate, contractor or subcontractor in question.

26.CONFIDENTIALITY: The Parties agree as follows: (i) the receiving party and its employees may disclose Confidential Information only if required by law or with the prior written consent of the disclosing party; (ii) the receiving party shall not to use Confidential Information for any purpose other than the performance of this Agreement; and (iii) the receiving party shall not use Confidential Information for its own benefit to the

detriment of the disclosing party or its customers. For the purposes of this agreement, Confidential information shall not include information that: (i) becomes generally available to the public other than through acts or omissions of the receiving party or its employees; (ii) was known to the receiving party or its employees prior to the date of this Agreement or becomes known to them from a source not under obligation of confidentiality to the disclosing party; (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (iv) is required to be disclosed pursuant to legal process or applicable regulation.

27.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.

28.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.

29.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.

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.

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

ITRON INTERNATIONAL, LLC

Jaime Ramirez
WITNESS

Joel Vach 6/22/2026
JOEL VACH Date
President

[Signature] 6/24/24
WITNESS

V.I. WATER & POWER AUTHORITY

[Signature] 6/26/2026
KARL KNIGHT Date
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature] September 16, 2025
PATRICIA QUINLAND, ESQ. Date
Assistant General Counsel

Attachments