

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



ADDENDUM II

This Addendum I to Contract SC-06-22 is hereby entered into this 1st day of July 2025 between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (herein referred to as the "Authority") and **NATIONAL RESPONSE CORPORATION** (herein referred to as the "Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as "the Parties."

WHEREAS, on June 21, 2022, the Parties entered Contract SC-06-22 (the "Contract"), wherein the Contractor agreed to provide the Authority with Oil Spill Emergency Response Services and Hazardous Waste Operations and Emergency Response (HAZWOPER) Training. A copy of said Contract is attached hereto and made a part thereof as Appendix "A";

WHEREAS, on May 6, 2024, the Parties entered Addendum I, wherein the Parties amended the Contract to include additional "Scope of Work" to require the Contractor to provide spill mitigation personnel, equipment, and expertise with the cleanup/mitigation efforts for the October 2023 oil release from Tank 11 and in the Lindbergh Bay Area. The Parties agreed to also increase Contract "Consideration" for a Not to Exceed amount of **One Million Four Hundred Thousand Dollars and 00/100 (\$1,400,000.00)** for a new Contract Total "Consideration" amount of **One Million Five Hundred Fifty-Six Thousand Six Hundred Dollars and 00/100 (\$1,556,600.00)**. Further, the Parties agreed to extend the Contract "Term", through October 30, 2024. A copy of said Addendum I is attached hereto and made a part hereof as Appendix "B"; and

WHEREAS, the Parties wish to further extend the Contract "Term" under "Addendum II" for an additional two (2) years through October 30, 2026.

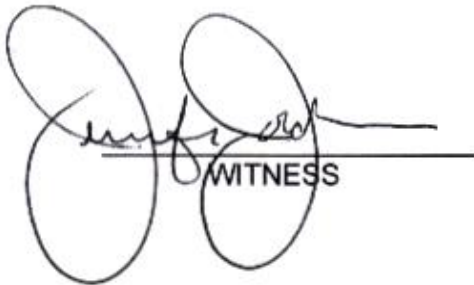
NOW THEREFORE, in consideration of the mutual promises and conditions herein, the

Parties intending to be legally bound, agree as follows:

1. That the Preamble to this Addendum II constitutes an integral part thereof;
2. That Section 3 of the Contract entitled "Payment Term" shall be amended and replaced with the following language: The invoices shall be verified by the Authority before payment is issued. The Authority shall approve Contractor invoices, or provide reasons for objection, within fifteen (15) calendar days from the date of receipt of Contractor invoices. If the Authority does not respond within this period, the invoice shall be deemed approved, and **payment shall be due no later than forty-five (45) calendar days** from the date of the Authority's receipt of the invoice.
3. That Section 4 of the Contract entitled "Term/Progress Reports" shall be amended, and the contract shall expire on October 30, 2026;
4. That these provisions do not usurp, nor in any way change any other terms and conditions of the Contract, except as specifically stated herein; and
5. That except as expressly amended herein, all other terms and conditions of the Contract remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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



WITNESS

NATIONAL RESPONSE CORPORATION

By:



MICHAEL REESE
ES General Manager MC

6/16/2025
Date

V.I. WATER AND POWER AUTHORITY

By:



KARL KNIGHT
Executive Director

7/1/2025
Date

APPROVED AS TO LEGAL SUFFICIENCY:



PATRICIA QUINLAND
Assistant General Counsel

7/01/2025

Date

Attachments