

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



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

Contract No. SC-09-26

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

This Contract (hereinafter the "Contract") entered into this 29th day of January, 2026 by and between **HAUGLAND VIRGIN ISLANDS, INC** contacted at P.O. Box 11309, St. Thomas, VI 00801 (hereinafter referred to as "Contractor") and the V.I. WATER AND POWER AUTHORITY, contacted at P.O. Box 5018, Kingshill, St. Croix, V.I. 00851 (hereinafter referred to as the "Authority") for the construction of Queen Street Christiansted (Feeder 1A) Underground Electrical Construction, Christiansted, St. Croix, U.S. Virgin Islands. The Authority and Contractor shall hereinafter be jointly 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:** The Contractor shall perform all work necessary for the replacement of overhead electrical infrastructure with underground infrastructure on Feeder 1A along Queen Street, between the Christiansted Cemetery and the Christiansted Fort, St. Croix, Virgin Islands, in accordance with the Authority's General Contract Terms with Federal Requirements, attached hereto as Appendix "A" and the Contractor's Scope of Work, attached hereto as Exhibit "I" and the Queen Street Feeder 1A, (Amended Cost) Bulletin #1 Modified

Schedule of Values attached as Exhibit "II". Specifically, Contractor shall provide the following, to include, but not limited to:

A. Civil Construction Components:

- Installation of primary and secondary duct banks with communications conduits and streetlight conduits
- Construction and installation of electrical manholes, handholes, and communications handholes
- Construction of concrete equipment pads and protective bollards for pad-mounted electrical equipment
- Installation of riser poles and intercept manholes with associated conduits
- Complete road restoration, including roadway striping, curb, and sidewalk repairs
- Rock excavation as encountered during construction

B. Electrical Infrastructure Components:

- Installation of pad-mounted electrical equipment including switchgear, transformers, sectionalizing cabinets, and primary metering cabinets
- Implementation of comprehensive grounding and bonding systems
- Installation and termination of medium voltage cables (#1/0 AWG copper) for lateral feeders
- Installation of medium voltage cable accessories and manhole components
- Interception and reconnection of existing submarine cable feeder to Hotel on the Cay
- Installation of street light foundations, poles, fixtures, and complete secondary wiring systems
- Electrical acceptance testing of all switchgear, transformers, and cable systems

2. **CONSIDERATION:** In consideration of the Contractor's performance of

the Work, the Authority shall pay to the Contractor an amount not to exceed **Four Million Eight Hundred Twenty-Six Thousand Seven Hundred Thirty-Three Dollars and 15/100 (\$4,826,733.15)**. This Contract is a requirements contract under which Contractor agrees, subject to the terms of this Contract, to provide the Work as and when required by the Authority. The Authority shall purchase and pay only for Work requested, completed, and approved in accordance with the terms of this Contract. The Authority shall have no obligation to remit the full approved contract value unless and until such value has been earned by the Contractor.

The Contractor shall invoice the Authority for Work performed in accordance with the Payment Schedule set forth in Section 4 of this Contract. The Contractor shall be solely responsible for the payment of all taxes, duties, customs, excise, and other fees arising from this agreement. Unless otherwise authorized by law, the Authority shall not be responsible for any such taxes, customs, duties, excise, or other fees.

3. **TERMS/PROGRESS REPORTS:** This Contract shall take effect on the “Effective Date” specified in the written Notice to Proceed issued by the Authority. The Work shall begin on the commencement date identified in the Notice to Proceed and shall be completed by no later than October 31, 2026, unless a written amendment authorized by the Authority extends such date.

4. **TERMS OF PAYMENT:** All invoices shall be submitted electronically to the Project Manager, with a copy to Accounts Payable at accountspayable@viwapa.vi and Grants Management at grantsmanagement@viwapa.vi. The Contractor shall submit invoices for Work completed that month. All invoices will be based upon a thirty (30) day payment term of approval. Payments shall be made on a progress billing basis, following review and approval by the Authority’s Project Manager, and in accordance with the payment schedule set forth below:

CONTRACTOR’S PAYMENT SCHEDULE

GENERAL

A. Mobilization	\$ 608,500.00
B. Bonding: Bid Guarantee, Performance Bond/Payment Bond	\$ 32,000.00
C. Construction Impact Mitigation including Stormwater/Sediment & Erosion, Dust, Noise/Vibration Control, Landscaping & Tree Protection, etc.)	\$ 22,515.95

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D. Traffic Control/Traffic Control Devices/Road Closure Permits	\$ 98,610.00
E. Specialty Consulting: Archeologist	\$ 69,300.00
F. Specialty Consulting: Arborist	\$ 10,300.00
G. Specialty Consulting Svc.: SUE Engineer/Surveyor/ Civil Engineer	\$ 111,500.00
H. Special Inspection Svc.: (soils, concrete, anchors)	\$ 67,900.00
I. Special Consulting: Asphalt Testing Agency	\$ 2,750.00
J. General Demolition	\$ 7,400.00
K. Demolition & proper disposal of abandoned 6" ductile iron Iron waterline & accessories from Prince Street to Hospital Street	\$ 44,200.00
L. Project Cleanup, Punchlist, Demobilization, Closeout	\$ 25,000.00

CIVIL WORK

M. Primary & Communications Duct Banks	\$ 1,320,404.00
N. Manholes & Handholes Installed	\$ 390,260.00
O. Concrete Equipment Pads & Protective Bollards Installed	\$ 158,483.00
P. Intercept Existing Manholes, Handholes, & Duct Banks	\$ 13,200.00
Q. Cut & Repair curbs, Sidewalks, Drainage Swale, Concrete Roadway Patching	\$ 105,430.00
R. Rock Excavation	\$ 112,050.00

ELECTRICAL WORK

S. Pad Mounted Electrical Equipment Installed	\$ 732,474.00
T. Grounding & Bonding Complete	\$ 83,305.00
U. Medium Voltage Cables Pulled / Installed	\$ 153,545.70
V. Manhole Accessories & Medium Voltage Cable Accessories Installed/Terminated	\$ 556,743.00

W. Electrical Acceptance Testing Complete & Feeder Energized	\$	75,862.50
X. Electrical Demolition: De-energize, Disconnect, Remove & Dispose of Existing Electrical Equipment	\$	25,000.00

TOTAL CONSIDERATION \$4,826,733.15

***Note: A three percent (3%) retainage shall be withheld from each progress payment and shall be released to the Contractor upon final acceptance of the Work.**

5. **GROSS RECEIPT TAXES:** Pursuant to Title 33, Sections 43(a) and 44 of the Virgin Islands Code, as amended, the Authority is required, when making payments under this Contract, to deduct and withhold gross receipts tax totaling five percent (5%) from payment for Work performed in the Virgin Islands. The Authority shall remit such tax to the Virgin Islands Bureau of Internal Revenue within the prescribed statutory period.

Notwithstanding any other provision of this Contract, it is expressly agreed between the Parties that the Contractor remains solely responsible for the accurate calculation and reporting of its gross receipts tax liability under 33 V.I.C. § 43(a). The Authority shall not be responsible for any miscalculation, underpayment, or subsequent assessment imposed by the Bureau of Internal Revenue relating to Work performed under this Contract.

The amount to be withheld by the Authority is **Two Hundred Forty-One Thousand Three Hundred Thirty-Six Dollars and 66/100 (\$241,36.66)**, or such other amount as may be required by any amendment to 33 V.I.C. § 43(a) or this contract.

In the event the Contract is amended, and the consideration herein increases, the appropriate amount of gross receipt taxes to reflect the increase in the consideration will be deducted.

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6. **BUSINESS LICENSE:** The Contractor and, if applicable, any of its sub-contractors must comply with all U.S. Virgin Islands laws with respect to licensing which must be obtained in connection with its business operation(s). The Contractor and all subcontractors hired in connection with the Work shall obtain all necessary and applicable business license(s) and present copies to the Authority at the time of contract execution. Failure to present copies of business license(s) shall be grounds to consider the Contract as void, or the Authority may terminate this agreement if the Contractor is provided additional time to secure its license and fails to do so in a timely manner.

7. **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. Non-resident workers shall be employed only to supplement the labor force of available and qualified workers. No resident worker shall suffer any reduction in the 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 the requirements of 31 V.I.C. §§ 271 and 272 and Title 24, Chapter 6 (Protection of Resident Workers) of the Virgin Islands Code 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 the 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.

8. **EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor shall comply with all applicable equal employment opportunity requirements as set forth in U.S. Executive Order 11246, as amended, and the implementing regulations of the Secretary of Labor at 41 C.F.R. § 60-1.4(b), which is hereby incorporated by reference into this Contract.

9. **COMPLIANCE WITH DAVIS-BACON ACT:** The Contractor shall comply with the Davis-Bacon and Related Acts (DBRA) as found in the Code of Federal Regulations (Title 29 CFR, parts 1,,5,6 and 7). Per the DBRA, the Contractor and its subcontractors performing services under this Contract and on federal contracts shall pay not less than the prevailing wage rates and fringe benefits listed in the Davis-Bacon Wage Rate Determination for corresponding classes of laborers and mechanics employed on similar projects in the area.


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10. LIQUIDATED DAMAGES: The Authority shall assess liquidated damages solely for Contractor's delay in performing the Work. For each day that performance of the Work extends beyond the specified completion date, for any cause other than excusable causes as defined in Clause 10 of the Authority's attached General Contract Terms with Federal Requirements, the Contractor shall be liable to the Authority and shall be assessed liquidated damages in the amount of **One Thousand Dollars and 00/100 (\$1,000.00)** a day subject to a maximum of liquidated damages not to exceed **ten percent (10%)** of the total consideration stated herein. Liquidated damages shall, at the Authority's discretion, be the sole remedy for delay damages.

11. ENVIRONMENTAL RESPONSIBILITY: The Contractor shall, in the performance of the 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 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 of the Authority in connection with any action taken by the regulator in this matter.

12. SAFETY PRECAUTIONS: The Contractor shall be responsible for implementing and maintaining safety precautions and programs and supervising its personnel to ensure that any Work performed under this agreement is done in a safe manner. 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:

EPA	Environmental Protection Agency
OSHA	Occupational Safety and Health Administration
NEC	National Electrical Code
NEMA	National Electric Manufacturers Association
RCRA	Resource Conservation and Recovery Act
TSCA	Toxic Substance and Control Act
DOT	Department of Transportation
ASTM	American Society of Testing Materials
AGMA	American Generator Manufacturers Association
NESC	National Electric Safety Code
AWWA	American Water Works Association
NSF	National Sanitation Foundation
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.

13. **BOND REQUIREMENTS:** The Contractor shall obtain a performance bond and payment bond, each in the amount of 100% of the Contract Price. A copy of said bonds must be presented to the Contracting Officer of the Authority upon Contract execution. Further, failure of the Contractor to present its performance and payment bond upon contract execution may, at the sole discretion of the Authority, be grounds to rescind the contract award. If the Work under this

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Contract is changed to require additional work which increases the Contract's consideration, the performance and payment bond may, at the Authority's option, be increased to cover the additional work; in which case the Contractor shall be entitled to a cost adjustment for the cost of increasing the bond.

14. **INDEMNIFICATION:** The Authority is entitled to indemnification in accordance with Section 15 of the Authority's General Contract Terms with Federal Requirements, dated March 14, 2019, which is attached hereto and fully incorporated by reference herein as Appendix "A." If the Contractor fails, after notice and reasonable opportunity, to assume the defense of any 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.

15. **INSURANCE:** The Contractor shall, at its expense, before any Work is commenced, cause to be issued and maintained throughout the duration of the Term, insurance as described in the Authority's 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.

16. **DESIGNATED PERSONNEL:** The Authority reserves the right to designate personnel to provide information and to coordinate the Work with the Contractor. The Authority shall designate the following individual in the following capacity:

Orville James
Mechanical Engineer
Project Manager
Virgin Islands Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450
jamesor@viwapa.vi
(340) 244-7872

The Contractor designates the following individual in the following capacity:

John Reynolds
Project Manager
Haugland Virgin Islands, INC
P.O. Box 11309
St. Thomas, VI 00801
jreynolds@hauglandllc.com
(631) 786-7713

17. **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 the scope of the Contract.

18. **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 the submitted documents attached hereto as Exhibit "I".

19. **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. Notwithstanding anything to the contrary, Contractor is and will remain the exclusive owner of all of Contractor's proprietary software and intellectual property owned by or licensed to Contractor prior to the Effective Date or created or developed outside the scope of this Contract, including all additions, enhancements, and derivatives thereto.

20. **FORCE MAJEURE:** Notwithstanding anything to the contrary contained herein, the Contractor shall not be liable for delays or failures in performance caused solely by events beyond its reasonable control, including but not limited to acts of God, war, civil unrest, pandemics, or terroristic acts, provided that such events directly and demonstrably prevent the Contractor's performance under this Agreement.

The Contractor shall provide written notice to the Authority within five (5) business days of the occurrence of any event it believes constitutes Force Majeure. This notice must include a detailed description of the event, its anticipated impact on performance, and the expected duration of the delay.

The Contractor shall use commercially reasonable efforts to mitigate the effects of the Force Majeure event and resume performance as soon as practicable. If the Force Majeure event continues for more than thirty (30) consecutive calendar days, the Authority may, at its sole discretion, terminate or suspend the Agreement without penalty.

The Contractor's financial obligations, including payment of retainage or penalties for prior non-performance, shall not be excused by Force Majeure unless explicitly agreed to in writing by the Authority.

21. **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.

22. **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.

23. **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.

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24. **PRESENTATION OF COMPLIANCE WITH THE LAW:** The Parties hereto represent and warrant that this Contract and its performance do not violate any law, regulation, or policy of the United States Virgin Islands and the United States. Any Party hereto shall be relieved of its obligations to perform under this Contract to the extent such performance would violate any law, regulation, or policy of the United States Virgin Islands or the United States.

25. **INDEPENDENT CONTRACTOR:** The Contractor shall perform this Contract as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

26. **ASSIGNMENT:** The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Authority.

27. **CONTRACT DOCUMENTS:** The Contractor shall complete Work to be performed in accordance with the Contract documents. The Contract documents include:

1. The Authority's General Contract Terms with Federal Requirements and Insurance Requirements dated March 14, 2019, attached hereto and incorporated by reference herein as Appendix "A";
2. The Authority's Request for Proposal, PR-14-25, May 2025, attached hereto and incorporated by reference herein as Appendix "B";
3. The Authority's Request for Proposal, PR-14-25, Addendum I, dated June 2, 2025, attached hereto and incorporated by reference herein as Appendix "C";
4. The Authority's Request for Proposal, PR-14-25, Addendum II, dated June 4, 2025, attached hereto and incorporated by reference herein as Appendix "D"; and
5. The Contractor's response to PR-14-25, dated June 11, 2025, attached hereto and incorporated by reference herein as Exhibit "I", as amended by the subsequent provisions of subsection 6 below; and
6. The Queen Street Feeder 1A, (Amended Cost) Bulletin #1 Modified Schedule of Values, attached hereto and incorporated by reference herein as Exhibit "II". For clarity, the pricing and payment structure as delineated under Exhibit II shall supersede and replace that found in Exhibit I.

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28. **GENERAL CONTRACT TERMS:** This Contract is subject to the Authority's General Contract Terms with Federal Requirements hereto and made a part of this Contract as Appendix "A".

29. **CONFLICT OF INTEREST:** The Contractor warrants and represents that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under the Contract. If any such actual or potential conflict of interest arises under this Contract, the Contractor shall immediately inform the Authority in writing of such conflict. If, in the reasonable judgment of the Authority, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Contract, then the Authority may terminate the Contract immediately upon written notice to Contractor; such termination of the Contract shall be effective upon the receipt of such notice by the Contractor.

30. **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, national origin, or disability.

31. **DEBARMENT CERTIFICATION:** By execution of this construction 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

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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.

32. **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.

33. **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 personally delivered, addressed to the Parties as follows:

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

With Copy To: Office of the General Counsel
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, US Virgin Islands 00804
legaldepartment@viwapa.vi

The Contractor: William Haugland
Chief Executive Officer
Haugland Virgin Islands, INC
336 South Service Road
Melville, NY 11747
bill@hauglandllc.com

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34. **COUNTERPARTS:** This 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 (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.

35. **GOVERNING LAW AND VENUE:** 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. The Parties further agree that process may be served upon them in any 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.

36. **ORDER OF PRECEDENCE:** In the event of any inconsistencies 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 with Federal Requirements attached as Appendix "A"; (3) the Authority's Request for Proposal (PR-14-25) attached as Appendix "B"; (4) the Authority's Request for Proposal (PR-14-25) Addendums I and II attached as Appendix "C" and "D"; and (5) the Contractor's Proposal dated June 11, 2025 attached as Exhibit "I" and the Queen Street Feeder 1A, (Amended Cost) Bulletin #1 Modified Schedule of Values attached as Exhibit "II". This Contract and Contract documents constitute the entire agreement between the Parties hereto, and all prior understandings or communication, written or oral, with respect to the subject matter of this Contract are merged

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herein.

37. **SURVIVAL:** The following sections of this Contract will survive the termination or expiration of this Contract and will remain in effect until fulfilled:

- Clause 2: Consideration
- Clause 14: Indemnification
- Clause 27: Contract Documents
- Clause 35: Governing Law and Venue

38. **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.

39. **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 Contract on the
day, month and year first above written.


WITNESS

HAUGLAND VIRGIN ISLANDS, INC


WILLIAM HAUGLAND Date
Chief Executive Officer

1/14/2024

V.I. WATER & POWER AUTHORITY:


WITNESS

 1/29/2026
KARL KNIGHT Date
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:


DIONNE G. SINCLAIR 1/14/2025
General Counsel Date

Attachments