

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



ADDENDUM III

This Addendum III to Contract SC-14-20 is hereby entered into this the 27th day of February, 2022 between the VIRGIN ISLANDS WATER AND POWER AUTHORITY (herein referred to as the "Authority") and HAUGLAND VIRGIN ISLANDS, LLC (herein referred to as the "Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as "the Parties."

**WHEREAS**, on March 6, 2020, the Parties entered into Contract SC-14-20, for the replacement of an estimated 3,600 wooden poles with composite poles on distribution feeders and to complete other related work on the island of St. Croix, U.S. Virgin Islands. A copy of the Contract is attached hereto and made a part hereof as Appendix "A";

**WHEREAS**, on January 6, 2021, the Parties entered into Addendum I to amend the Contract to reflect that the Contractor was 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 resulted in a change to Section 3 of the Contract entitled "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). A copy of Addendum I is attached hereto and made a part hereof as Appendix "B";

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**WHEREAS**, on August 25, 2021, the Parties entered into Addendum II to further amend Contract SC-14-20, Section 1 entitled, "Scope of Work", to include a line item for tree trimming on composite pole circuits utilizing linemen. Pricing includes travel, setup, flagging support, cleanup, chipping, and disposal. Due to the additional "Scope of Work" and based on the line assessments, the tree trimming line item will not exceed two percent (2%) of the Contract price. A copy of Addendum II is attached hereto and made a part hereof as Appendix "C";

**WHEREAS**, the Parties wish to correct and clarify Addendum II, to reflect a 'no cost' increase to the Contract "Consideration." The Contract price is ONE HUNDRED TWENTY-FOUR MILLION, NINE HUNDRED SEVENTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY-SIX DOLLARS and 96/100 (\$124,978,526.96). The tree trimming line item added to the Scope of Work will not exceed two percent (2%) of the Contract price, as approved by the Governing Board Summary Action dated June 24, 2021; and

**WHEREAS**, the Parties further agree to extend the Contract for an additional six hundred and fifty-five (655) days to expire on December 31, 2023, due to the anticipated manufacturing delays for composite poles.

**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 III constitute an integral part thereof.
2. That the Parties correct and clarify Addendum II, to reflect a 'no cost' increase to Section 1 of the Contract entitled, "Consideration." The Contract price is ONE HUNDRED TWENTY-FOUR MILLION, NINE HUNDRED SEVENTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY-

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SIX DOLLARS and 96/100 (\$124,978,526.96). The tree trimming line item added to the Scope of Work will not exceed two percent (2%) of the Contract price.

3. That Section 2 of the Contract entitled, "Term" is amended to include a time extension for an additional six hundred fifty-five (655) days to expire on December 31, 2023.
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.
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 have duly executed this Addendum on the day, month, and year first above-written.


  
WITNESS

HAUGLAND VIRGIN ISLANDS, LLC  
  
William Haugland  
Chief Executive Officer/Chairman  
2/24/2022  
Date

  
WITNESS

V.I. WATER AND POWER AUTHORITY  
  
Andrew L. Smith  
Chief Executive Officer (CEO)  
02/27/2022  
Date

APPROVED AS TO LEGAL SUFFICIENCY:

  
AYSHA GREGORY, ESQ.  
Deputy Legal Counsel  
February 24, 2022  
Date

Attachments