

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



ADDENDUM IV

This Addendum IV to Contract SC-14-20 is hereby entered into this the 25th day of July, 2023 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 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 Contract Section 3 "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";

WHEREAS, on August 25, 2021, the Parties entered into Addendum II to further

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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 portion will not exceed two percent (2%) of contract price. A copy of Addendum II is attached hereto and made a part hereof as Appendix "C";

WHEREAS, on February 27, 2022, the Parties entered into Addendum III to correct and clarify Addendum II, to reflect 'no cost' increase to the contract "Consideration", the tree trimming portion will not exceed two percent (2%) of contract price, as approved on Governing Board Summary Action on June 24, 2021. The Parties further agreed to extend the Contract to expire December 31, 2023. A copy of Addendum III is attached hereto and made a part hereof as Appendix "D"; and

WHEREAS, the Parties wish to further amend the Contract, Section 1 entitled, "Scope of Work", to include installation of an additional 100 composite poles. Due to the additional "Scope of Work" and based on the line assessments attached hereto and made a part hereof as Exhibit "A", Section 3 "Consideration" with a cost increase of Seventeen Million Six Hundred Ninety Thousand One Hundred Forty-Four Dollars and 96/100 Dollars and 74/100 (\$17,690,144.96).

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 IV constitute an integral part thereof;
2. That Section 1 entitled, "Scope of Work" is amended to include installation of an additional 200 composite poles;

3. That Section 3 entitled, "Consideration" is amended to include a cost increase amount of Seventeen Million Six Hundred Ninety Thousand One Hundred Forty-Four Dollars and 96/100 (\$17,690,144.96) for a new Contract total "Consideration" not to exceed One Hundred Forty-Two Million Six Hundred Sixty-Eight Thousand Six hundred Seventy-One Dollars and 92/100 (\$142,668,671.92);
4. That Section 5 of the Contract entitled "Gross Receipt Taxes", shall reflect that an additional sum in the amount of Eight Hundred Eighty-Four Thousand Five Hundred Seven Dollars and 25/100 (\$884,507.25) shall become due and payable for Gross Receipt Taxes;
5. 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
6. Except as expressly amended herein, all other terms and conditions of the Contract remain in full force and effect.

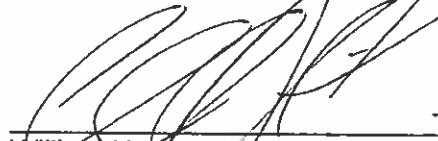
SIGNATURE PAGE TO FOLLOW

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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
Date 7/21/22

V.I. WATER AND POWER AUTHORITY


WITNESS


Andrew L. Smith
Chief Executive Officer (CEO)
Date 7.25.2023

APPROVED AS TO LEGAL SUFFICIENCY:

 05/10/2023

Patricia Quinland, ESQ. Date
ASSISTANT GENERAL COUNSEL

Attachments