

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



ADDENDUM II

This Addendum II to Contract SC-14-20 is hereby entered into this the 25<sup>th</sup> day of August, 2021 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**, the Parties wish to further amend Contract SC-14-20, Section 1

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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 attached hereto and made a part hereof as Exhibit "A", the tree trimming portion will not exceed two percent (2%) of contract price.

**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 constitute an integral part thereof.
2. That Section 1 entitled, "Scope of Work" is amended to include a line item for tree trimming on composite pole circuits utilizing linemen. Pricing includes travel, setup, flagging support, cleanup, chipping, and disposal.
3. That Section 3 entitled, "Consideration" is amended to include an increase not to exceed two percent (2%) of contract price for the addition to the "Scope of Work."
3. That these provisions do not usurp, nor in any way change any other terms and Conditions of the Contract, except as specifically stated herein.
4. 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 Addendum  
on the day, month, and year first above-written.

HAUGLAND ENERGY GROUP, LLC

  
\_\_\_\_\_  
WITNESS


  
\_\_\_\_\_  
William Haugland Date  
Chief Executive Officer/Chairman

V.I. WATER AND POWER AUTHORITY

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
Noel Hodge 08/25/2021 Date  
Interim Executive Officer (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
AYSHA GREGORY, ESQ. Date August 24, 2021  
Deputy Legal Counsel

Attachments

