

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-20-21 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 November 19, 2020, the Parties entered into Contract SC-20-21, for the replacement of an estimated 1,500 wooden poles with composite poles on distribution feeders and complete other related work on the island of St. Thomas, U.S. Virgin Islands. A copy of the Contract is attached hereto and made a part hereof as Appendix "A";

**WHEREAS**, on December 28, 2020, the Parties entered into Addendum I to amend 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 increase on the contract amount from Forty-Seven Million Eight Hundred Seventeen Thousand Nine Hundred Sixty-Five Dollars and 32/100 (\$47,817,965.32) to a total amount not to exceed Fifty-Seven Million Eight Hundred Seventeen Thousand Nine Hundred Sixty-Five Dollars and 32/100 (\$57,817,965.32). A copy of Addendum I is attached hereto and made a part hereof as Appendix "B"; and

**WHEREAS**, the Parties wish to further amend Contract SC-20-21, Section 1

NH [Signature]

entitled, "Scope of Work", to include a line-item cost 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 the 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 additional line item, which was added 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**

NH BV

**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  
Chief Executive Officer/Chairman

  
Date


V.I. WATER AND POWER AUTHORITY

  
WITNESS

  
Noel Hodge  
Interim Executive Officer (CEO)

08/25/2021  
Date

APPROVED AS TO LEGAL SUFFICIENCY:

  
AYSHA GREGORY, ESQ.  
Deputy Legal Counsel

Date August 24, 2021

Attachments

BP