

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



ADDENDUM V

This Addendum V to Contract SC-24-21 is hereby entered into this 24th day of February 2026 between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (herein referred to as the “Authority”) and **AMERICAN WIRE GROUP, LLC.** (herein referred to as the “Contractor”). The Authority and the Contractor shall hereinafter be jointly referred to as “the Parties.”

WHEREAS, on March 30, 2021, the Parties entered into Contract SC-24-21, wherein the Contractor agreed to provide the service of consignment of electrical material required for the construction and maintenance of the Authority’s Transmission and Distribution System, on three separate islands, St. Thomas, St. John, and St. Croix, US Virgin Islands. A copy of said Contract is attached hereto and made a part hereof as Appendix “A”;

WHEREAS, on September 8, 2021, the Contractor and the Authority entered into Addendum I to Contract SC-24-21 which the Parties jointly agreed to amend the scope of work for Contractor to increase price of specified consignment materials, as well as supply additional specified consignment materials. This specified consignment material price increase and the additional’ items did not affect the Contract Consideration. A copy of said Addendum I is attached hereto and made a part hereof as Appendix “B”;

Whereas, on January 14, 2022, the Contractor and the Authority entered into Addendum II to Contract SC-24-21 which the Parties jointly agreed to amend the Contract ‘Scope of Work’ Language to allow flexibility in acquiring materials and equipment due to the need in some instances for a comparable item from a different manufacturer. Further, a need for a similar item

but in a different size occurs hence, the need to add items is necessary. The Parties further agreed to amend the terms of payment with new Payment Terms for Contractor to apply specifically to the Hazard Mitigation Underground Project Orders. A copy of said Addendum II is attached hereto and made a part hereof as Appendix “C”;

WHEREAS, on May 24, 2022 the Contractor and the Authority entered into Change Order 1 to Contract SC-24-21 which the Parties jointly agreed to amend the Contract “Term” to expire on April 1, 2023. A copy of said Change Order 1 is attached hereto and made a part hereof as Appendix “D”;

WHEREAS, on May 5, 2023, the Contractor and the Authority entered into Addendum III. The Parties agreed to extend the Contract “Term” of the Contract to expire on December 31, 2023. Parties further amended the Contract “Terms of Payment” to allow new payment terms for bulk ordering and language improvement on allowing Contractor to submit invoices for partial shipments so that material is not held up. A copy of said Addendum III is attached hereto and made a part hereof as Appendix “E”;

WHEREAS, on February 27, 2024, the Contractor and the Authority entered into Change Order 2 to Contract SC-24-21 which the Parties jointly agreed to amend the Contract “Term” to expire on December 31, 2025. A Copy of said Change Order 2 is attached and made a part hereof as Appendix “F”;

WHEREAS, on December 8, 2025, the Parties entered into Addendum IV to amend the Contract “Term” to expire on December 31, 2026. Additionally, the Parties agreed to increase Contract “Consideration” by an additional amount not to exceed **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)** for materials needed for the AMI Project. As a result of this increase, the new Contract Total Not to Exceed “Consideration” is **Thirty Million Four**

Hundred Thirty-Nine Thousand Six Hundred Dollars and 23/100 (\$30,439,600.23). A Copy of said Addendum IV is attached and made a part hereof as Appendix “G”; and

WHEREAS, the Parties further agree to amend the Contract “Consideration” to add Tariff/Duty Disclaimer language:

In the event that any new tariffs, duties, taxes, or other governmental charges are imposed, as existing tariffs, duties, taxes, or charges are increased, modified, or reclassified by any governmental authority (“Tariff Change(s)”) after effective date of an order-and such Tariff Changes directly increase the cost of products supplied by Seller, to the extent permitted by law, Seller reserves the right to adjust the prices of the affected goods to reflect these increased cost. Seller will provide VIWAPA with no less than **30-days** advanced written notice of any such Tariff Change, the corresponding price adjustment, and the effective date of the adjustment.

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 V constitutes an integral part thereof;
2. That Section 4 of the Contract entitled “Consideration” is amended to insert Tariff/Duty Disclaimer language as the second paragraph, *to wit*:

In the event that any new tariffs, duties, taxes, or other governmental charges are imposed, as existing tariffs, duties, taxes, or charges are increased, modified, or reclassified by any governmental authority (“Tariff Change(s)”) after effective date of an order-and such Tariff Changes directly increase the cost of products supplied by Seller, to the extent permitted by law, Seller reserves the right to adjust the prices of the affected goods to reflect these increased cost. Seller will provide VIWAPA with no less than **30-days** advanced written notice of any such Tariff Change, the corresponding price adjustment, and the effective date of the adjustment.

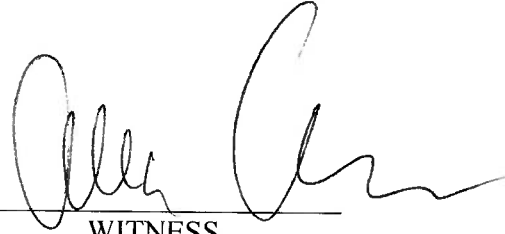
3. That these provisions do not usurp, nor in any way change any other terms and conditions of the Contract, except as specifically stated herein;
4. That except as expressly amended herein, all other terms and conditions of the

Contract remain in full force and effect.

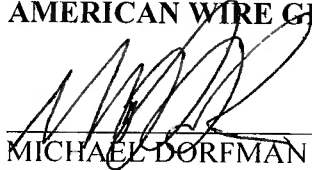
5. That this Addendum V shall become effective upon execution.
6. That this Addendum V shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
7. That this Addendum V shall be construed and interpreted under, and governed and enforced according to, the laws of and in the courts of the United States Virgin Islands.
8. No amendment or waiver of any provision of this Third Amendment shall be effective unless in writing and executed by (a) the parties hereto, in the case of an amendment, or (b) the party entitled to the benefit of the provision to be so waived, in the case of a waiver.
9. That this Addendum V may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Addendum V delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have duly executed this
Addendum on the day, month, and year first written above.



WITNESS

AMERICAN WIRE GROUP, INC.
By:  3/9/26
MICHAEL DORFMAN Date
President

V.I. WATER & POWER AUTHORITY

Claudia Charles
WITNESS

By: Karl Knight 6/1/2026
KARL KNIGHT Date
Executive Director/CEO

APPROVED AS TO LEGAL SUFFICIENCY:

 2/24/2026
DIONNE G. SINCLAIR Date
General Counsel

Attachments