

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



AMENDMENT III

This Amendment III to Contract SC-26-21 is hereby entered into this the 15th day of August 2025 between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (herein referred to as the "Authority") and **BARKLEY TECHNOLOGIES, INC.** (herein referred to as the "Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as "the Parties."

WHEREAS, on February 23, 2021, the Parties entered into Contract SC-26-21, wherein the Contractor agreed to provide project management and design services for the Authority on the islands of St. Thomas, St. Croix and St. John. A copy of said Contract is attached hereto and made a part hereof as Exhibit "A";

WHEREAS, on February 23, 2023, the Parties executed Amendment I, to reflect the time extension of the term of the Contract with a new expiration on February 23, 2024. Additionally, the Parties amended the contract "Consideration" to reflect an increase in the amount of **One Million Five Hundred Seventy-Two Thousand Eight Hundred Seventy-Two Dollars and 70/100 (\$1,572,872.70)**, thereby making the total Contract "Consideration" **Four Million Seven Hundred Eighteen Thousand Six Hundred Eighteen Dollars and 10/100 (\$4,718,618.10)**. A copy of Amendment I is attached hereto and made a part hereof as Exhibit "B";

WHEREAS, on April 9, 2024, the Parties executed Amendment II, which amended the "Scope of Work" to include installation of an additional 2,200 poles territory wide, incorporated line assessment into the "Scope of Work", and extended of the "Term" of the Contract to expire December 31, 2026. Due to the additional "Scope of Work", the Contract "Consideration" was amended to increase in the amount of **Four Million Five Hundred Fifty-Seven Thousand**

Dollars and 00/100 (\$4,557,000.00) for a new total Contract "Consideration" not to exceed **Nine Million Two Hundred Seventy-Five Thousand Six Hundred Eighteen Dollars and 10/100 (\$9,275,618.10)**; A copy of Amendment II is attached hereto and made a part hereof as Exhibit "C";

WHEREAS, the Parties wish to further amend Contract SC-26-21, "Scope of Work", to include installation of an additional 140 composite poles for the AMI Project territory wide, and incorporate the additional quote attached hereto and made a part hereof as Exhibit 'D'; and

WHEREAS, the Parties further agree to due to the additional "Scope of Work" the Contract "Consideration" is amended to increase in the amount of **Two Hundred Forty-Two Thousand Five Hundred Dollars and 00/100 (\$242,500.00)** for a new total Contract "Consideration" not to exceed **Nine Million Five Hundred Eighteen Thousand One Hundred Eighteen Dollars and 10/100 (\$9,518,118.10)**.

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 Amendment III constitute an integral part thereof;
2. That Section 1 of the Contract entitled "Scope of Work" shall be amended to include installation of an additional 140 poles Territory wide for the AMI Project and incorporate Exhibit "D";
3. That Section 3 of the Contract entitled "Consideration" shall be amended to increase the Contract "Consideration" in the amount of **Two Hundred Forty-Two Thousand Five Hundred Dollars and 00/100 (\$242,500.00)** for a new total Contract "Consideration" not to exceed **Nine Million Five Hundred Eighteen Thousand One Hundred Eighteen Dollars and 10/100 (\$9,518,118.10)**;
4. That Section 5 of the Contract entitled "Gross Receipt Taxes", shall reflect that an additional sum in the amount **Twelve Thousand One Hundred Twenty-Five**

Dollars and 00/100 (\$12,125.00) shall become due and payable;

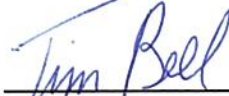
5. That these provisions do not usurp, nor in any way change any other terms and conditions of the Contract, except as specifically stated herein; and
6. That except as expressly amended herein, all other terms and conditions of the Contract remain in full force and effect.

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



WITNESS

BARKELY TECHNOLOGIES, INC.

By:  Aug 14, 2025
TIM BELL Date
President


V.I. WATER AND POWER AUTHORITY



WITNESS

By:  8/15/2025
KARL KNIGHT Date
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:



PATRICIA QUINLAND 08/14/2025
Assistant General Counsel Date

Attachments