

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



AMENDMENT I

This Amendment I to Contract SC-26-21 is hereby entered into this the 23rd day of February 2023 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 Appendix "A";

WHEREAS, the Parties agree to extend the term of the Contract to expire on February 23, 2024; and

WHEREAS, the Parties agree to further amend 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), which is captured on attached hereto and incorporated by reference herein as Exhibit "A".

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 I constitute an integral part thereof;
2. That Section 2 of the Contract entitled "Term" shall be amended, and the contract shall expire on February 23, 2024;

3. That Section 3 of the Contract entitled "Consideration" shall be amended to increase the Contract "Consideration" 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);
4. That additional Gross Receipt Taxes in the amount of Seventy-Eight Thousand Six Hundred Forty-Three Dollars and 64/100 (\$78,643.64) 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.


SIGNATURE PAGE TO FOLLOW

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:  FEB 21, 2023

TIM BELL Date
President



WITNESS

V.I. WATER AND POWER AUTHORITY

By:  2.23.2023

ANDREW L. SMITH Date
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

 February 22, 2023

Patricia J. Quinland, Esq. Date
Asst. General Counsel
Attachments