

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



**ADDENDUM III**

This Addendum III to Contract SC-30-17 is hereby entered into this the 16th day of September 2022 between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (herein referred to as the "Authority") and **TELEDYNE MONITOR LABS**, a business unit of **TELEDYNE INSTRUMENTS, INC.** (herein referred to as the "Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as "the Parties."

**WHEREAS**, on May 2, 2018, the Parties entered into Contract SC-30-17, wherein the Contractor agreed to provide technical and professional services to the Authority regarding to the DAHS System and the procurement of CEMS Maintenance/Audit Service to be provided at the Authority's Richmond and Randolph Harley Generating Facilities, located in St. Croix and St. Thomas, US Virgin Islands. A copy of said Contract is attached hereto and made a part hereof as Appendix "A";

**WHEREAS**, on November 28, 2018, the Parties entered into Addendum I, which extended the term to expire March 15, 2022. Due to the extension of the Contract the "Consideration" was increased in the amount of One Million One Hundred Eighty-One Thousand Nine Hundred Thirty-Eight Dollars and 00/100 (\$1,181,938.00) for a total Contract "Consideration" of Two Million One Hundred Seventy-Nine Thousand Eight Hundred Fifty-Eight Dollars and 00/100 (\$2,179,858.00). A copy of said Addendum I is attached hereto and made a part hereof as Appendix "B";

**WHEREAS**, on June 24, 2022, the Parties entered into Addendum II, which extended the term to expire May 15, 2022. Due to the extension the Contract "Consideration" was increased in the amount of Fifty-One Thousand Nine Hundred Eight Dollars and 00/100 (\$51,908.00) thereby making the total Contract "Consideration" to Two Million Two Hundred

Thirty-One Thousand Seven Hundred Sixty-Six Dollars and 00/100 (\$2,231,766.00), A copy of said Addendum II is attached hereto and made a part hereof as Appendix "C";

**WHEREAS** the Parties agree to further extend the "Term" of the Contract to continue providing technical and professional services to the Authority to expire June 30, 2024; and

**WHEREAS**, due to the extension of the Contract, the "Consideration" shall increase in the amount of Six Hundred Twenty-Two Thousand Eight Hundred Ninety-Six Dollars and 00/100 (\$622,896.00) thereby making the total Contract "Consideration" Two Million Eight Hundred Fifty-Four Thousand Six Hundred Sixty-Two Dollars and 00/100 (\$2,854,622.00).

**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 III constitute an integral part thereof;
2. That Section 2 of the Contract entitled "Consideration" shall be amended to increase the Contract "Consideration" in the amount of Six Hundred Twenty-Two Thousand Eight Hundred Ninety-Six Dollars and 00/100 (\$622,896.00) thereby making the total Contract "Consideration" Two Million Eight Hundred Fifty-Four Thousand Six Hundred Sixty-Two Dollars and 00/100 (\$2,854,662.00) for the services described in Contractor's Quotation attached hereto and incorporated as Exhibit A;
3. That Section 3 of the Contract entitled "Gross Receipt Taxes", shall reflect that an additional sum in the amount of Thirty-One Thousand One Hundred Forty-Four Dollars and 80/100 (\$31,144.80) shall become due and payable for Gross Receipt Taxes;
4. That Section 4 of the Contract entitled "Term/Progress Reports", is amended to extend the term of the Contract to June 30, 2024; so that the Contract shall have been considered to be in effect from the commencement date through June 30, 2024, under the same terms and conditions;
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 Addendum on the day, month, and year first above-written.


  
Digitally signed by Sonja Zehl  
DN: cn=Sonja Zehl, o=Teledyne Instruments Inc., ou, email=mabbott@teledyne.com, c=US  
Date: 2022.08.30 15:35:47 -06'00'  
\_\_\_\_\_  
WITNESS

**TELEDYNE INSTRUMENTS, INC.**  
  
By:   
Digitally signed by Martin Abbott  
DN: cn=Martin Abbott, o=Teledyne Instruments Inc., ou, email=mabbott@teledyne.com, c=US  
Date: 2022.08.30 14:32:42 -07'00'  
\_\_\_\_\_  
MARTIN ABBOTT Date  
Vice President / General Manager

  
\_\_\_\_\_  
WITNESS

**V.I. WATER AND POWER AUTHORITY**  
  
By:   
9.16.2022  
\_\_\_\_\_  
ANDREW L. SMITH Date  
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Aysha Gregory, Esq. Date  
Deputy General Counsel July 28, 2022

Attachments