

CONTRACT FOR LANDSCAPE AND GROUND MAINTENANCE SERVICES FOR ST. CROIX PROPERTIES

THIS CONTRACT made as of the 31 day of May, 2024, in the Territory of the Virgin Islands, by and between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, having its principal place of business at 3202 Demarara Plaza, Suite 200, Charlotte Amalie, St. Thomas Virgin Islands 00802 (hereinafter the "Authority" or "VIHFA"), and **SF GENERAL MAINTENANCE SERVICES, LLC**, whose address is #132B Estate Castle Coakley, Christiansted, St. Croix, U.S. Virgin Islands 00820 (hereinafter the "**Contractor**"). Each party may be referred to in the singular as "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, the Authority is in need of the services of a Contractor to perform certain Landscape and Ground Maintenance Services at real properties on St. Croix, U.S. Virgin Islands; and

WHEREAS, the Authority solicited quotes from contractors to provide landscaping and ground maintenance services for the Authority; and

WHEREAS, bids were received from multiple contractors to perform the services and the Contractor submitted the lowest bid; and

WHEREAS, VIHFA desires to engage the services of the Contractor to perform the services; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this Contract, the parties hereto do covenant and agree as follows:

1. DEFINITIONS

a. **Litter** shall be defined as paper, food items/containers, bottles, cans, cardboard, landscape debris, cigarette butts, bags of trash and any other miscellaneous item as determined by the VIHFA. Litter shall be picked up prior to commencing landscaping services and shall be disposed of at the Contractor's cost.

b. **Debris** shall be defined as car parts, tires, white goods, large metal items, large trees/branches, lumber, concrete and any other miscellaneous item as determined by the VIHFA.

c. **Initial** shall be defined as any property that has not been cut in over one (1) month and/or is not under a Maintenance Cut/Landscaping Contract.

d. **Maintenance Cuts** shall be considered as once-a-month service; this term also refers to any property that has been cut monthly.

2. SERVICES/WORK TO BE PERFORMED: Contractor is responsible for furnishing all labor, tools, specialized equipment, material, supplies, supervision and transportation necessary to perform the landscape maintenance services listed below:

- a. Grass and brush cutting.
- b. Weeding and vine removal.
- c. Raking, blowing, bagging, and light grading.

** The VIHFA may make requests for additional services and the Contractor will be required to provide quotes prior to commencing services, once approved the Contractor may commence services.

2.1 Contractor is required to produce in writing the dates Contractor has mowed at the project site. This can be an email, a statement, or the invoice itself if it breaks out the details on the invoice accompanied with before and after photos.

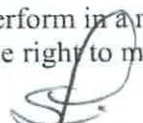
2.2 Contractor is responsible for performing the services described in paragraph number 2 above on the following real property and at the frequency and cost listed below.


Real Property	(Initial Cut)	Cost	Frequency (Quarterly Maintenance)	Cost	Estimated Total
Bonne Esperance (Big Cut)	First cut	\$3,600	Once every four months	\$2,000 x 12	\$24,000
LBJ Gardens	First Cut	12,500.00	N/A		
Mount Pleasant (Big Cut)	First Cut	\$4,800	Once every four months	\$2,800 x 12	\$33,600
Total Cost					\$27,600.00

2.3 The Contractor must notify the VIHFA prior to picking up debris. Debris shall be disposed of at the VIHFA's cost. The Contractor shall provide a quote to the VIHFA to dispose of debris. Once the VIHFA approves the Contractor's quote for debris pick up and removal, the Contractor may commence debris-related services.

2.3 The Contractor shall request the approval of the Authority in writing in the event any portion of the work requires additional services which would increase the value of this Contract. However, no changes shall be valid unless in writing and signed by both parties.

3. **TERM:** This Contract shall be for a term of **two (2) years**. The VIHFA shall have one (1) option to extend the term of the contract for a similar term at the existing billing rates subject to Contractor's satisfactory performance and by mutual written agreement of the parties. The VIHFA reserves the right to modify and/or terminate the contract if the Contractor fails to perform in a manner consistent with the terms of the contract. In addition, the VIHFA reserves the right to modify and/or terminate the contract if funding becomes unavailable.


 Contractor's Initials


 VIHFA's initials

4. **EFFECTIVE DATE:** The Contract shall be effective on May 31, 2024.

5. **COMPLETION & EXTENSION OF CONTRACT WORK:** The Authority shall extend the completion date if there are delays caused by acts of God, unavoidable circumstances, or the negligence of the Authority or its agents or employees other than the Contractor. The extension shall equal the length of the delay by any of the above factors. However, there shall be no extensions to the completion date without the prior written consent of the Authority. Upon the expiration of the current term, so long as the Contractor has performed this Contract satisfactorily, the Authority reserves the right to extend the Contract for an additional similar term.

6. **COMMENCEMENT OF WORK:** The Contractor agrees that time is of the essence and will commence work no less than seven (7) days after the effective date.

7. **COMPENSATION:** The Authority, in consideration of the Contractor's satisfactory performance of the landscape and ground maintenance services, which are described in Section 2 above, agrees to pay the Contractor an amount not to exceed **Twenty-Seven Thousand Six Hundred (\$27,600.00) Dollars.**

7.1. The Contractor shall submit a request for payment accompanied by photos of the completed work.

7.2. The Contractor will take all precautions and use any and all required safety equipment, where necessary, to ensure that there shall be no damage to glass doors and windows on neighboring properties.


8. **CONTRACTOR'S REPRESENTATIONS:** The Contractor warrants that it is fully informed regarding all the conditions affecting the work to be performed including labor and materials to be furnished for the completion of the Contract. Contractor further represents that it is fully equipped, competent, and capable of performing the work and is available to perform such work.

9. **REPRESENTATIONS, WARRANTIES, AND COVENANTS BY CONTRACTOR:**
The Contractor covenants that:

(a) It is duly organized and existing and authorized, qualified and licensed to do business in the United States Virgin Islands.

(b) It will, during the term of this Contract, remain in good standing and qualified to do business under the laws of the Territory, including maintenance at all times of a valid V.I. business license, and will not cease doing business, dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it without the prior written consent of the Authority.

(c) It has the power to execute, deliver and perform, and to enter into the transactions contemplated by this Contract, and has duly authorized the execution, delivery and performance of this Contract.


Contractor's Initials


VIHFA's initials

(d) The execution and delivery of this Contract, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Contract do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of any legal restrictions or any Contract or instrument to which Contractor is now a party or by which it is bound or constitute a default under any of the foregoing.

10. **LIEN WAIVERS:** Contractor agrees to protect, defend and indemnify the Authority from any claims for unpaid work, labor or materials with respect to the Contractor's performance under this Contract and shall execute a Lien Waiver upon receipt of each payment.

11. **HOLD HARMLESS:** Contractor shall agree to defend, indemnify and hold, the Authority, harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges, and expense (including attorneys' fees) and causes of action of whatsoever character which the Authority may incur, sustain, or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of the Authority. Contractor shall provide the Authority a copy of Contractor's insurance binder evidencing coverage for liability and personal injury.

12. **MAINTENANCE OF AREA / REMOVAL OF DEBRIS:** Contractor agrees to remove all debris and surplus material from the property and leave the property in a neat and clean condition. Contractor agrees to maintain work area free from major obstructions/hazards to the greatest extent possible and to ensure safe access at all times.

13. **INSURANCE:** The Contractor shall obtain, maintain and provide proof that it has in place Liability Insurance in an amount no less than Three Hundred Thousand (\$300,000.00) Dollars. The insurance policy shall name the Authority as an "Additional Insured."

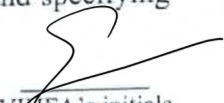
14. **INDEPENDENT CONTRACTOR:** The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Contractor shall be responsible for the supervision of its employees, subcontractors, and authorized representatives. All workers must be competent and skilled in their work.

15. **LIABILITY OF OTHERS:** Nothing in this Contract shall be construed to impose any liability upon the Authority to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor its servants, agents, or independent contractors.

16. **ASSIGNMENT:** The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Authority.

17. **WAIVERS AND AMENDMENTS:** No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying


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with particularity, the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, condition or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

18. RIGHT TO WITHHOLD: If work under this Contract is not performed in accordance with the terms hereof, the Authority will have the right to withhold, out of any payment due to Contractor, such sums as the Authority may deem ample to protect it against loss or to assure payment of claims arising therefrom, and at its option, the Authority may apply such sums in such manner as the Authority may deem proper to secure itself or to satisfy such claims. The Authority will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

19. TERMINATION: Either party will have the right to terminate this Contract with or without cause on ten (10) calendar days written notice to the other party before the effective date of such termination.

20. PARTIAL TERMINATION: The performance of work under this Contract may be terminated by the Authority in part whenever the Authority shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties of this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) day notice.

21. FALSE CLAIMS:

(1) The Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against VIHFA. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under the Virgin Islands law.

(2) The Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. The Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. The Contractor acknowledges that making such false, fictitious, or fraudulent claim is a federal offense.

22. CONFLICT OF INTEREST: The Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Contract.

23. WARRANTY OF NON-SOLICITATION: The Contractor expressly warrants that it has not employed any person to solicit or obtain this contract on its behalf, or cause or procure the same to be obtained upon compensation in any manner, contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection hereunder; and that it has not, in estimating the contract price demand, included any sum by reason of such brokerage, commission or percentage, and that all monies payable to it hereunder are free from obligation to any other person for services rendered, supposed to have been rendered, in the procurement of this contract. Breach of this warranty shall give VIHFA the right to terminate


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this Contract or, in its discretion, to deduct from the Contract Cost or consideration the amount of such commission, percentage, brokerage or contingent fees.

24. **NON-DISCRIMINATION:** No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, religion, sexual orientation, or national origin.

25. **NOTICE:** Any notices required or permitted to be given under this Contract shall be deemed sufficiently given or served if sent by certified mail, return receipt requested to the parties at the following addresses:

Authority: **Virgin Islands Housing Finance Authority**
3202 Demarara, No. 3, Suite 200
St. Thomas, U.S. Virgin Islands 00802
Attention: Dayna Clendinen, Interim Executive Director

Contractor: **SF General Maintenance Services, LLC**
P.O. Box 1036
Christiansted, St. Croix U.S. Virgin Islands 00821
Attention: Sinclair Fleming, Managing Partner

Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.


26. **GOVERNING LAW:** This Contract shall be governed by the laws of the United States Virgin Islands and venue for any action between the VIHFA and Contractor which relates to this Contract shall be in the United States Virgin Islands.

27. **ENTIRE CONTRACT:** This Contract constitutes the entire Contract between the parties hereto, and all prior understandings or communications, written or oral, with respect to the work to be done under this contract, are merged herein.

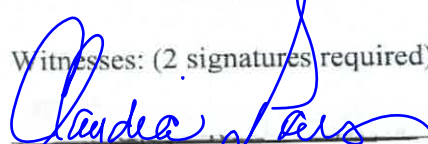
IN WITNESS WHEREOF, authorized representatives of the parties sign this Contract on the dates below.

Witnesses: (2 signatures required)





Witnesses: (2 signatures required)








Contractor's Initials

SF GENERAL MAINTENANCE SERVICES, LLC


Sinclair Fleming, Managing Partner

Dated: 5 / 20 / 2024


VIRGIN ISLANDS HOUSING FINANCE AUTHORITY


Eugene Jones, Jr., Executive Director

Dated: 5 / 31 / 2024

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Reviewed for Legal Sufficiency:



Nycole A. Thompson, Esq.
Legal Counsel

Dated: 5 / 13 / 2024



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