

**Virgin Islands Housing Finance Authority**  
Phase II of the Savan Playground & Park Improvements  
Parcel Nos. 29, 30, 31, 32, 33 & 55 Vester Gade, St. Thomas, USVI 00802

**CONSTRUCTION CONTRACT**

This **AGREEMENT** is made this 19th day of September, 2024, in the Territory of the Virgin Islands, by and between the **Virgin Islands Housing Finance Authority** whose address is 3202 Demarara Plaza, Suite 200, St. Thomas, USVI 00802-6447 (hereinafter referred to as “**VIHFA**”) and **L.E.B.G., LLC**, whose address is 26A Contant, St. Thomas, USVI 00802 (hereinafter referred to as the “**Contractor**”).

**WITNESSETH:**

**WHEREAS**, the VIHFA, an autonomous entity of the Government of the Territory of the United States Virgin Islands (the “**VIHFA**”) is the Administrator of the Community Development Block Grant (“**CDBG**”) Program; and

**WHEREAS**, VIHFA is the owner of Parcel Nos. 29, 30, 31, 32, 33 & 55 Vester Gade, St. Thomas, USVI 00802 (the “**Savan Playground & Park**”), which is an outdoor recreational facility that serves as a playground & park for the Savan community and Jane E. Tuitt Elementary School; and

**WHEREAS**, VIHFA submitted an application for CDBG funds to carry out certain capital improvements to the Savan Playground and Park; and

**WHEREAS**, on December 23, 2016, VIHFA executed CDBG Memorandum of Understanding No. 895-2016 & 897-2016 relative to the provision of funds for the rehabilitation of the Savan Playground & Park with the VIHFA – CDBG Program (hereinafter the “**Agreement**”); and

**WHEREAS**, a condition of the Agreement requires that VIHFA “begin and complete the Project, and secure architects, contractors, and other persons as necessary to work on the Project” and that “VIHFA shall monitor the Project for progress and compliance with federal regulations in general and the Agreement in particular”; and

**WHEREAS**, VIHFA is in need of a contractor to improve the Savan Playground & Park; and

**WHEREAS**, on August 1, 2022, VIHFA issued Invitation for Bid for Savan Playground & Park Improvements (the “**Project**”), which is identified as *IFB 006-2022-STT* and is incorporated herein by reference; and

**WHEREAS**, bids were received from several licensed general contractors to complete the Project and the Contractor was selected as the lowest responsive bidder; and

**WHEREAS**, on March 15, 2023, the VIHFA’s Board of Directors authorized the VIHFA to enter into a contract with Contractor to complete the Project, as stated in Bd. Res. No. 006-2023 and the requirements as stated in *IFB 006-2022-STT* apply to this Contract unless otherwise stipulated by the parties in writing, and

  
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**WHEREAS**, a Construction Contract was executed between VIHFA and L.E.B.G., LLC. on April 12, 2023, in the amount of Four Hundred and Seventy-eight Thousand, Eight Hundred and Seven Dollars and Zero Cents (\$478,807.00) and a change order no. was subsequently executed on October 22, 2023, for additional scope of work necessary valued at Eleven Thousand, Five Hundred and Eighty-six Dollars and Zero Cents (\$11,586.00) and to extend the Contract completion time to January 5, 2024; and

**WHEREAS**, on January 4, 2024, the Contractor submitted to VIHFA a change order request for time extension of the Contract but the request was not granted in a timely manner and the Contract expired.

**WHEREAS**, on August 8, 2024, the VIHFA's Executive Director approved a revised Justification to execute a new Contract with the Contractor to complete the Project.

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

**1. SCOPE OF WORK:** The Contractor is responsible for furnishing all labor, materials, equipment and services to rehabilitate the playground in accordance with the Architectural Drawings and Specifications by Boschulte Architecture, LLC and as described in the Scope of Work & Schedule of Values, Attachment I.

**1.1 CONTRACT ADMINISTRATION GUIDELINES:** The Contractor shall administer the construction work as outlined in the Contract Administration Guidelines, Attachment II.

**2. TERM:** Completion of the Work hereunder shall be achieved no later than **One Hundred Twenty (120)** calendar days from the Notice to Proceed. If the Contractor is delayed at any time in the process of the Work by adverse weather conditions, unavoidable casualties, or any cause beyond the Contractor's control, then the scheduled completion date shall be revised by written amendment accordingly. The VIHFA has the right to modify and/or terminate the contract if 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 available.

**3. COMPENSATION:** VIHFA, in conjunction with the VIHFA's – CDBG Program and in consideration of the Contractor's satisfactory performance of the Scope of Work described in Attachment I shall pay the Contractor an amount not to exceed **Two Hundred Fifty-Five Thousand Nine Hundred Twenty-Four Dollars and forty-eight cents (\$255,924.48)**. The payments shall be made as follows:

- a. **Work in place:** The Contractor shall request progress payments for work in place by submitting an Application and Certificate for Payment to the Architect and VIHFA's Project Manager based on the approved Schedule of Values, which is attached hereto and incorporated herein by reference and made part of this Contract.

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- b. **Retainage:** Further, 10% shall be withheld from each payment.
- c. Any retainage due to the Contractor for work performed and the final payment will be disbursed on the Final Disbursement Date subject to a Final Inspection and acceptance of the work by VIHFA as outlined in the Scope of Services.
- d. The final payment is subject to the inspection and acceptance of the Project by the VIHFA, the submission of all pertinent warranties, and evidence of the release of Claims.
- e. The Contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have released the Contractor of its obligations.
- f. The Contractor shall also submit any other documents the Architect or the VIHFA deems necessary for the processing of the final payment.

**4. PAYMENT PROCESS:** Invoices shall be submitted on a timely basis. Payment of invoices must be approved by the Authority or its designee after inspection. The Authority will make payments within forty-five (45) days after acceptance of the work through inspections noted in Paragraphs 30 and 31 and final invoice approval.

**5. COMPLETION & EXTENSION OF CONTRACT WORK:** The Contract shall be completed on or before the date of completion as set forth in the Contract. If the satisfactory execution of the Contract shall require work or materials in substantially greater amounts or quantities than those set forth in the plans or scope of work, then the Contractor shall submit a Change Order and other supporting documentation which substantiate the additional work, and any associated increase in cost and time, if applicable. If the Contract's scope of work decreases, then the Contractor shall issue a Deductive Change Order for reduction of the scope of work. All Change Orders shall be in writing and shall be submitted to the Project Manager, the Architect, and VIHFA for approval for review prior to undertaking the additional work. No allowance shall be made for delays or suspension of the work.

**6. LIQUIDATED DAMAGES:** It is hereby agreed by the parties that, in the event the Contractor has not completed the scope of work within the agreed upon time period set forth in the project schedule and under the terms set forth in this Contract, liquidated damages of Five Hundred Dollars and 00/100 Dollars (\$500.00) shall be assessed for each calendar day or portion thereof until the Project is complete. The liquidated damages shall first be deducted from any compensation due the Contractor which remain unpaid in the Contract, to the extent available.

**7. 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.

The Contractor warrants that it is eligible to receive contract awards using federally appropriated funds and that it is not suspended or debarred from entering into contracts with any federal agency.

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The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT,” which shall be provided by VIHFA. In the event the contractor or subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor agrees that said Contractor or subcontractor shall not be entitled to any payment for any work performed under this Contract and the Contractor or subcontractor shall be required to promptly reimburse any progress payments heretofore made.

**8. REPRESENTATIONS, WARRANTIES, AND COVENANTS BY CONTRACTOR:**

The Contractor represents, warrants, and covenants as follows:

- (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 construction period of the project, remain a General Contractor, engaged in the business of construction and 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.
- (c) It 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.
- (d) It has the power to execute, deliver and perform, and enter into the transactions contemplated by this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement.
- (e) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Agreement 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 agreement or instrument to which the Contractor is now a party or by which it is bound or constitute a default under any of the foregoing.
- (f) No information, statement, or report furnished in writing by the Contractor in connection with the negotiation of, or performance under, this Agreement and the consummation of the transactions contemplated hereby, contains any material misstatement of fact or omits to state a material fact that would make the information, statement or report misleading.
- (g) That it has obtained all the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

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**9. PROFESSIONAL STANDARDS:** The Contractor will complete all work in accordance with standard Construction Industry practices and the work shall conform to all local building codes and regulations which apply to the work being performed whether or not covered by the project specifications and drawings, including any Contractor registration requirements. The Contractor warrants that the final product of Contractor's work shall be fit for the purposes for which it is intended. The Contractor will warrant against defects in materials and workmanship for a period of one year from the date of completion and upon acceptance of the work by the Architect and VIHFA.

**10. ASSIGNMENT:** The Contractor shall not sub-contract or assign any part of the services under this contract without the prior written approval of VIHFA.

**11. DEFECTIVE WORK:** The inspection of work shall not relieve the Contractor of any of its obligations to fulfill the terms and conditions of the Contract as herein prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by VIHFA's Project Manager and accepted or paid for. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, or the final payment thereof, the Contractor shall forthwith make good such defect in a manner satisfactory to VIHFA's Project Manager and replace at its own expense damaged or unsuitable materials with the new material of satisfactory quality.

**12. RIGHT TO WITHHOLD:** If the Work under this Contract is not performed in accordance with the terms hereof, there shall be withheld out of any payment due to the Contractor such amount as may be deemed ample to protect VIHFA against loss or to assure payment of claims arising therefrom, and at its option, VIHFA may apply such sum(s) in such a manner as may be deemed proper to secure its interest or to satisfy such claims. The Contractor shall be immediately notified in writing in the event that VIHFA elect to exercise its right to withhold any amount due to unsatisfactory performance. No such withholding or application shall be made if and while the Contractor gives satisfactory assurance to VIHFA that such claims will be paid by the Contractor's insurance carrier, if applicable, in the event that such claim is not successful.

**13. TERMINATION:**

(A) Termination for Convenience: Either party may terminate this Contract, in part or in full, at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination. Partial termination of the Scope of Services under this Contract may only be undertaken with the prior approval of the VIHFA. The Contractor shall be entitled to receive payment for acceptable work provided to the date of termination, including payment for the ten (10) calendar days notice.

(B) Termination for Cause: VIHFA may suspend or terminate this Contract, in whole or in part, if the Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein.

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Prior to, or as an alternative to, the termination of this Contract for cause, VIHFA may suspend payment to permit the Contractor an opportunity to correct the deficiency which has constituted cause pursuant to this Contract. If VIHFA withholds payments, it shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption of payments. Actions which constitute a deficiency under this provision include, but are not limited to: (a) failure of the Contractor to submit, to VIHFA, reports which are required pursuant to Contract or the submittal of required reports which are incorrect or incomplete in any material; (b) failure of the Contractor to accept any additional conditions pertinent to the Contract or the subject Project which may be provided by law or VIHFA; and (c) failure to perform any of the activities required by this Contract.

(C) If the Contractor or any of its subcontractors shall be adjudged bankrupt or if Contractor or any of its subcontractors make a general assignment for the benefit of their creditors or if a receiver for the property shall be appointed, or if the work to be done under the Contract shall be abandoned, or at any time the VIHFA's Project Manager certifies in writing to VIHFA that rate of progress of the work or any part thereof is unsatisfactory, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, or if the Contractor shall fail to carry out any order of VIHFA, VIHFA may, by serving written notice upon the Contractor, immediately terminate the Contract.

(D) Notwithstanding the above, the Contractor shall not be relieved of liability to VIHFA for damages sustained by VIHFA by virtue of any breach of the Contract by the Contractor; and VIHFA may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to VIHFA from the Contractor is determined.

**14. WORKERS' COMPENSATION:** The Contractor shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.

**15. INSURANCE AND BONDING:** The Contractor shall maintain general liability insurance for protection against claims for damages because of bodily injury or death, claims for damages to property which may arise out of or result from the Contractor operation under the contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them. This amount shall be no less than One Million Dollars and Zero Cents (\$1,000,000.00) and the Contractor upon request shall present VIHFA with a certificate of such insurance. The insurance policy shall name the VIHFA as Certificate Holder and an "Additional Insured":

Virgin Islands Housing Finance Authority  
3202 Demarara Plaza, Suite 200  
St. Thomas, U.S. Virgin Islands 00802-6447

**16. INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold harmless VIHFA, its property, consultants, employees, and the funding agency harmless from and against all claims, damages, losses, and expenses, direct, indirect or consequential, arising out of or resulting from the performance of the Scope of Work, or otherwise caused in whole or in part by any negligent act or omission of the Contractor, its subcontractor(s), any person or organization directly or

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indirectly employed by them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of the negligence of such party.

The Contractor, after receipt of payment of invoices by the Authority, pay all persons who have fulfilled their obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including workmen, laborers, furnishers of materials, machinery, equipment and fixtures, then Contractor agrees to indemnify the Authority for such payment(s). Timely payments from the Contractor to its subcontractors shall mean within ten (10) business days of receiving payment from the Authority. Pursuant to Paragraph 16(b), Contractor shall obtain an executed *Release of Lien* upon making payments to all persons who have fulfilled their obligation to perform labor and/or furnish materials in the prosecution of the work provided herein.

**17. CONTRACTOR, MATERIALMENT OR MECHANICS' LIENS:** The Contractor agrees to protect, defend, and indemnify VIHFA from any claims for unpaid work, labor, or materials with respect to Contractor's Performance. Final payment shall not be due until the Contractor has delivered to VIHFA a complete release of all liens for work completed arising out of the Contractor's Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to VIHFA indemnifying VIHFA against any and all liens.


**18. CONTRACTOR, MATERIALMEN OR MECHANICS' LIENS:**

(a) The Authority will not suffer or permit any mechanics or materialmen's liens to be filed or otherwise asserted against any funds due to Contractor and will promptly seek discharge of any such lien filed. Contractor, subcontractors, suppliers, vendors, trades and any other persons or entities performing work on the Property are **strictly prohibited from placing liens on said Property. Contractor shall inform all persons or entities of such strict prohibition.** The Contractor agrees to protect, defend, and indemnify VIHFA from any claims for unpaid work, labor, or materials with respect to Contractor's performance. The Contractor is responsible for the removal, and any associated expense involved therewith, of any lien materialmen or mechanics' lien(s) placed by the Contractor, or any subcontractor, supplier, vendor, trade or other person or entity performing work for the Contractor, irrespective of the fault or cause of such attachment.

(b) **LIEN WAIVERS:** The 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, from both the Contractor and all subcontractors, upon receipt of each payment. Final payment shall not be due until the Contractor has delivered to the Authority a complete release of all liens for work completed arising out of Contractor's Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Authority indemnifying the Authority and the Homeowner against any and all liens.

**19. CONSTRUCTION WARRANTY:** The Contractor shall fully guarantee all work under this Contract for a period of one (1) year from date of the final acceptance of the work, against all defects in both workmanship and materials, and shall promptly correct and/or replace such faulty

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work when so notified. The Contractor shall, within a reasonable time, which shall be no later than thirty (30) days after receipt of a written notice of a defect, promptly remedy and repair any defects in materials or workmanship, without expense to VIHFA, and shall provide a warranty for such repairs.

The Contractor shall require warranties from all subcontractors and shall deliver copies of all warranties along with all equipment warranties to VIHFA prior to the final inspection.

The Contractor shall also deliver copies of all product manuals, specifications, and other instructional materials pertaining to any fixtures or equipment installed pursuant to this Contract to VIHFA at the termination of this Contract, or earlier upon request. All such material shall become the property of VIHFA.

**20. 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.

**21. SECTION 3:** This Contract is subject to the requirements of **Section 3** of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C., 17010u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing.

**22. EXECUTIVE ORDER 11246 NON-DISCRIMINATION:** This Contract is subject to the requirements of **Executive Order 11246**; hence the Contractor shall not discriminate against any employee or applicant because of race, color, religion, gender, or national origin. Such actions will include but shall not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

**23. AFFIRMATIVE ACTION PLAN:** In order to comply with **Section 3** and **Executive Order 11246**, the U.S. Department of Housing and Urban Development requires that all contractors develop and implement an Affirmative Action Plan. This plan is a series of forms and statements, which shows specific steps taken by the contractor to promote Equal Opportunity and the utilization of area residents and business in the implementation of this Contract. This plan must be submitted to the Virgin Islands Housing Finance Authority, 3202 Demarara Plaza, Suite 200, St. Thomas, VI 00802.

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**24. FEDERAL LABOR STANDARDS PROVISIONS:** All laborers and mechanics employed to perform work covered by this contract shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the **Davis Bacon Act**, as amended (40 U. S. 276a-276a-5) and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (940 U. S. C. 327332). The Contractors and all its subcontractors shall comply with regulations issued pursuant to the labor standards provisions.

For the duration of this Contract, the Contractor and subcontractors shall submit copies of weekly payroll forms and cancelled checks to VIHFA by the 5<sup>th</sup> of the following month.

**25. DAVIS-BACON ACT:** The General Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5). All laborers and mechanics employed by General Contractors or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provision of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by Secretary of Labor in accordance with the Davis-Bacon Act.

**26. SECTION 106 COMPLIANCE:** The Contractor shall ensure that areas of archaeological sensitivity will not be disturbed during construction. No heavy equipment shall be used in any area which has been determined to be an area of archaeological sensitivity. The Contractor agrees that, if there is any question relative to the archaeological value or historic designation of the site in general or any specific features on the site, it shall seek guidance from the Division of Historic Preservation of the Department of Planning and Natural Resources before undertaking any work.

**27. CONFLICT OF INTEREST:** The Contractor covenants that no officer, agent or employee of the VIHFA has a pecuniary interest in this bid or has participated in contract negotiations on behalf of the VIHFA; and has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Contract.

**28. SUB-CONTRACTOR:** Contractor may enter into subcontractor arrangements ("Sub-Contractors") for the performance of any part of specialized Contractor's duties and obligations (i.e. electrical, plumbing, etc.). In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Authority for any breach in the performance of Contractor's duties. Sub-Contractor's Contracts must meet all contracting, indemnity, insurance and regulatory compliance requirements. The Parties hereby agree that any non-compete Contract or similar Contract with any Sub-Contractor(s) seeking to restrain the ability of the Sub-Contractor to perform any services for the Authority shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Sub-Contractor.

**29. 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

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to be obtained upon compensation in any way, 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 therewith, any brokerage, commission, or percentage upon the amount receivable by it 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 this Contract or, in its discretion, to deduct from the Contract Cost or consideration the amount of such commission, percentage, brokerage or contingent fees.

**30. PRELIMINARY INSPECTION:** Prior to request for final inspection, the Contractor shall the Architect, and notify VIHFA’s Project Manager of the anticipated date of completion so that any major defects or deficiencies may be pointed out to the Contractor for correction prior to the final inspection.

**31. FINAL INSPECTION:** The Scope of Work shall be considered complete upon acceptance by VIHFA after a final inspection conducted by the Architect, and VIHFA’s Project Manager.


**32. MAINTENANCE OF AREA/FINAL CLEAN UP & REMOVAL OF DEBRIS:** Contractor agrees to maintain the work area free from major obstructions/hazards to the greatest extent possible, and to ensure safe access to the VIHFA at all times. The Contractor agrees to remove all construction debris and surplus material from the property and to leave the property neat and in a broom clean condition. In addition to broom cleaning, the Contractor shall remove soiled spots from painted, stained or decorated work and from exterior walls. The Contractor shall remove all construction related debris material from the construction site.

**33. RECORDS:** The Contractor shall maintain documented, precise records of time and/or monies expended under this Contract for a minimum period of seven (7) years following the completion of the Project.

**34. 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. The Contractor shall be responsible for the supervision of Contractor’s employees, subcontractors, and authorized representatives. All workers must be competent and skilled in their work.

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

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**36. FORCE MAJEURE:** Neither Party shall be liable for any delay or failure in performance beyond its control resulting from Acts of God or force majeure (extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of hazardous materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party). The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Contract. The Contractor shall be entitled to an equitable adjustment in Work Order schedules and unit prices in the foregoing circumstances.

**37. AMENDMENTS**

(1) No amendment(s), modifications, or changes shall be made to this Contract unless the contractor delivers such proposed amendment(s) to the VIHFA for approval prior to the execution of the Amendment to the Contract.

(2) Amendments must make specific reference to this Contract, must be in writing, and must be signed by a duly authorized representative of the parties of this Contract. Such amendments shall not invalidate this Contract, nor relieve or release the parties from their obligations under this Contract.

(3) VIHFA, may amend this Contract to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Work to be undertaken as part of this Contract, Schedule of Values, or the project schedules, such modifications will be incorporated only by written amendment approved by VIHFA and CDBG and signed by both VIHFA and the Contractor.

**38. NOTICE:** Any notices required or permits 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:

VIHFA: Virgin Islands Housing Finance Authority  
3202 Demarara Plaza, Suite 200  
St. Thomas, U.S. Virgin Islands 00802-6447  
Attention: Eugene Jones, Jr. Executive Director

Contractor: L.E.B.G., LLC  
26A Contant  
St. Thomas, USVI 00802  
Attention: Lincoln O. Gumbs, President

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.

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**39. GOVERNING LAW AND VENUE:** 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.

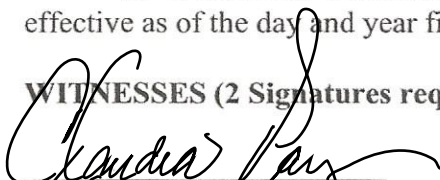
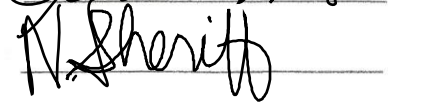
**40. SEVERABILITY:** If any provision(s) of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of the United States Virgin Islands, it shall be regarded as stricken and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**41. ENTIRE AGREEMENT:** This Contract and any attachments thereto constitute the entire agreement between the parties hereto and all prior understandings or communications, written or oral, with respect to the project that is the subject of this Contract are merged herein.

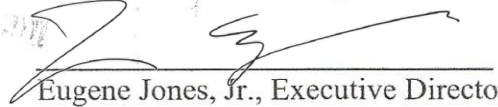
**42. COUNTERPARTS:** This Contract may be signed in counterparts, each of which will be deemed an original.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and seals, effective as of the day and year first above written.

**WITNESSES (2 Signatures required):**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**Virgin Islands Housing Finance Authority**

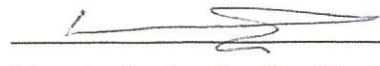
  
\_\_\_\_\_  
Eugene Jones, Jr., Executive Director

9 / 19 / 2024

**WITNESSES (2 Signatures required):**


  
\_\_\_\_\_  
  
\_\_\_\_\_

**L.E.B.G., LLC.**

  
\_\_\_\_\_  
Lincoln O. Gumbs, President

09 / 18 / 2024

Reviewed For Legal Sufficiency:

  
\_\_\_\_\_  
Nycole Thompson, Esq  
Legal Counsel

Dated: 08/27/2024

**Construction Contract**

Phase II of the Savan Playground &amp; Park Improvements – VIHFA &amp; L.E.B.G., LLC.

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**ATTACHMENT I**

	<b>SCOPE OF WORK</b>	<b>SCHEDULE OF VALUES</b>
1.	Mobilization	\$0.00
2.	General Conditions	\$15,000.00
3.	Resurface & stripe basketball court	\$36,660.00
4.	Install new playground equipment for children ages 2-6	\$19,266.67
5.	Install new playground equipment for children ages 7-12	\$29,711.67
6.	Install new all-in-one surfaces for playground equipment for children ages 2-6	\$19,400.00
7.	Install new all-in-one surfaces for playground equipment for children ages 7-12	\$6,500.00
8.	Install new concrete park benches	\$4,450.00
9.	Install new concrete game tables	-\$2,732.00
10.	Install new concrete barbeque grills	\$7,200.00
11.	Install new all-in-one exercise stations for adults	\$9,631.67
12.	Install new all-in-one surface for adult stations	\$7,417.00
13.	Apply the Thompson Wood Sealer to Decking	\$12,500.00
14.	Paint the deck and existing concrete walls & stairs	\$11,900.00
15.	Erect new fabric sail shade structures	\$20,154.75
16.	Perform landscaping	\$5,000.00
17.	Perform the following electrical work: install 4-new ballast & bulbs for playground and basketball court	\$753.12
18.	Perform the following electrical work: transfer electrical equipment & new meter monument	\$30,000.00
19.	Repair existing concrete stairs	\$895.00
20.	Remove paint from handrails & then polish them	\$6,000.00
21.	Install 120 sq. ft. concrete landing @ stairs	\$2,366.00
22.	Install 80 lin. ft. concrete wall with lip edge	\$1,470.60
23.	Install 76 lin. ft. concrete curb	\$180.00
24.	Install 30 linear feet of floor drain	\$1,250.00
25.	Demolish concrete pole footing & remove it	\$950.00
26.	Install additional MUSCO light	\$10,000.00
27.	Remove and replace the rejected concrete slab at the walkway	\$0.00
28.	Round off sharp edges of the concrete benches	\$0.00
29.	Seal the concrete benches to avoid the chalkiness	\$0.00
30.	Remove the spilled concrete dye on the new concrete slabs	\$0.00
31.	Remove the concrete splashes on other existing concrete surfaces/walls	\$0.00
	<b>TOTALS</b>	<b>\$255,924.48</b>

## **ATTACHMENT II**

### **CONTRACT ADMINISTRATION GUIDELINES for Phase II of the Savan Playground & Park Improvement**

#### **A. Schedule of Work**

(1) Contractor shall provide VIHFA with a schedule of work for defective and non-conforming work to be completed.

(2) Contractor shall submit the schedule of work for the completion of the project for review and approval by VIHFA.

(3) At the weekly project meetings and site meetings, (a) the Contractor shall submit weekly its proposed schedule of work to be completed for the next week to the VIHFA for review and approval and (b) the VIHFA shall evaluate the Contractor's completion of the scheduled work for the week prior.

#### **B. Deficiencies/Nonconforming Work**

(1) VIHFA and the architect shall notify the Contractor of any deficiencies/nonconforming work and the specific corrective actions required to correct the defective/nonconforming work in place.

(2) Contractor shall correct deficiencies/nonconforming work.

#### **C. Work Inspections/Approvals**

(1) VIHFA and the architect shall inspect and approve the Contractor's work before the Contractor proceeds to the next step/phase of the work.

(2) The VIHFA must approve the work schedule before the Contractor performs the work.

(3) Contractor shall notify VIHFA when workers, including Contractor's employees, independent contractors or sub-contractors, are scheduled to be on the job site working.

(4) Contractor shall submit written requests to the VIHFA and architect via e-mail to inspect newly installed work-in-place and await their written acceptance of the newly-installed work before starting any new work. at least 24 business hrs.

(5) Contractor shall protect newly installed work-in-place by covering it before starting new work.

#### **D. Coordination with Equipment Manufacturers/Suppliers**

(1) Contractor shall coordinate the SOW with the manufacturers/suppliers of the equipment/systems/products being purchased to verify requirements, shop drawings, and recommendations for installation.

**Construction Contract**

Phase II of the Savan Playground & Park Improvements – VIHFA & L.E.B.G., LLC.

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(2) Contractor shall provide VIHFA with all manufacturers'/suppliers' recommendations for installation prior to the installation of any equipment.

**E. Storage Warehouse for the Materials Purchased by VIHFA**

(1) Contractor shall provide VIHFA with the insurance policy for the enclosed Storage Bay where purchased materials are stored.

(2) Contractor shall provide VIHFA with access to the Storage facility to inspect the materials after receiving and storing upon VIHFA's written request.