

**CONTRACT FOR DEMOLITION PROJECT**  
**between**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
**and**  
**DS&R CONSTRUCTION, LLC**

**Lindon B. Johnson Apartments on**  
**Plot 15-A and Plot 15-B, Estate Penitentiary Land, St. Croix VI**

**CONSTRUCTION CONTRACT**

This **AGREEMENT** is made this 7th day of November, 2024 in the Territory of the U.S. Virgin Islands, by and between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, an autonomous instrumentality of the Government of the U.S. Virgin Islands, whose address is 3202 Demarara Plaza, Suite 200, St. Thomas, U.S. Virgin Islands 00802 (herein referred to as the "**Authority**," "**VIHFA**" or "**Owner**") and **DS&R CONSTRUCTION, LLC**, a U.S. Virgin Islands limited liability company, whose address is 388 Mount Washington, Christiansted, St. Croix, U.S. Virgin Islands 00820 (hereinafter referred to as the "**Contractor**").

**WITNESSETH:**

**WHEREAS**, the Authority is in need of a contractor or company to furnish all labor and materials and equipment necessary to demolish twenty-three (23) apartment buildings known as the Lindon B. Johnson Apartments consisting of approximately ninety-nine (99) units with six (6) above/partially below-grade cisterns, concrete stairs, concrete curbs, roads, and walkways located on Plot No. 15-A and Plot No. 15-B, Estate Penitentiary Land on St. Croix, U.S. Virgin Island ("Project" or "Work"); and

**WHEREAS**, on May 17, 2024, the VIHFA issued invitation for bids IFB 001-2024-STX-R1 entitled "Demolition of the Lindon B. Johnson Apartments," which was a reissuance of IFB 001-2024-STX to solicit bids for a contractor or company to complete the Project; and,

**WHEREAS**, of the thirteen (13) respondents that submitted bids for to complete the Project, DS&R Construction, LLC ("Contractor") submitted the lowest priced, responsible, and responsive bid in the amount of Seven Hundred Forty-Nine Thousand and 00/100 (\$749,000) Dollars; and

**WHEREAS**, the Executive Director approved the Evaluation Committee Panel's recommendation to award the contract to complete the Project to Contractor; and

**WHEREAS**, Section 15 of the Procurement Policy states that approval of the Board of Directors is required for contracts in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00); and

**WHEREAS**, on August 27, 2024, the Board of Directors of the Authority authorized the Authority to enter into a contract not to exceed Seven Hundred Forty-Nine Thousand and 00/100 (\$749,000) Dollars with Contractor to complete the Project; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services as described in the Scope of Work, which is incorporated by reference and made a part of this

Contract, as Addendum I attached hereto, and the Authority has agreed to engage the services of the Contractor;

**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. SERVICES:** The Contractor will provide the services described below and more particularly in Addendum I (Scope of Work), which is incorporated herein by reference and made a part of this construction contract:

- Perform pre-demolition survey of all units.
- Prepare work plan, and schedule prior to start of work for VIHFA review and approval.
- Apply to Waste Management Authority for permit for disposal of debris., to be reimbursed by VIHFA.
- Mobilization:
  - o Mobilization shall include installation of fencing along the road frontage to ensure the safety of workers and the public.
  - o Installation of warning signs.
  - o Mobilizing equipment and services required to complete the scope of work.
  - o Installation of onsite restroom and office (if needed).
  - o Installation of onsite sign board displaying all required Permit, Labor and Regulatory information.
  - o Workdays Monday to Friday, hours of operations will be from 7:00 a.m. to 5:00 p.m.
- Provide demolition and disposal services to remove twenty-three (23) apartment buildings with six (6) above/below grade concrete cisterns, including: slabs, stairs, planters, walkways and concrete curbs, concrete and asphalt roadways, removal of deserted vehicles, tires, miscellaneous items, and underground utilities in accordance with local and federal laws and guidelines.
- Fill all basements, pits, wells, cisterns, or other open voids with suitable materials as provided herein.
- Provide dust control measures during the demolition and manufacturing of the material on site to minimize the dust exposure to the adjacent community(s).
- Locate and seal all drains, sanitary or storm and manholes with concrete or clay plugs, laid in mortar. Remove all underground lines. Notify the VI Waste Management Authority & the VIHFA so that all drains plugged may be properly located and recorded for future use.

VIHFA's Initials: \_\_\_\_\_



Contractor's Initials: \_\_\_\_\_



- Clear the work area before grading operations are begun. Remove and dispose of all dead trees, brush, rubbish, and any other junk or debris. Contractor shall not remove live trees, hedges, and shrubbery and shall be held liable for damage to or removal of them.
- Prior to beginning backfill operations on the site (a) remove all wood, lath, plaster, and other deleterious material from area to be filled and (b) notify the VIHFA so that the VIHFA can have an inspector conduct a preliminary inspection and notify Contractor that backfilling operations can commence.
- Provide clean fill material from the material that is crushed on site and mixed with the existing soil to create clean backfill material on site. Hire Quality Control testing company to provide a proctor for the backfill material manufactured on site for all excavated areas, compact and re-grade site to existing grades and conditions.
- Notify all utility suppliers of intended demolition to ensure all utilities are disconnected.
- Provide removal services for all onsite overhead electrical and cable wiring and two (2) poles.
- Ensure that (a) electrical disconnections are performed by a licensed electrician; (b) the electrical system is disconnected at the power source; (c) the electrical line is severed at the right of way line and all above ground wiring and (d) conduit material is removed from the right of way.
- Dispose of all material removed from the site shall be at a landfill that the Virgin Islands Department of Planning and Natural Resources ("DPNR") has approved.
- Ensure that the method of demolition complies with DPNR Division of Environmental Protection Air Program requirements, including all arrangements and costs for spraying water on demolition.
- Provide certification of disposal.
- Provide weekly status reports and a Final Project Close-out Report.
- Provide Final Grading of the Site.
- Demobilize/Clean-up Project to include removing all demolition equipment, facilities, fencing, seeding and mulching.
- Provide As-Built Survey of site post demolition.

VIHFA's Initials:




Contractor's Initials:




**2. TERM:** Completion of the Work hereunder shall be achieved no later than **One Hundred Eighty Days (180)** calendar days after the Notice to Proceed is issued. The VIHFA r 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. The VIHFA shall also extend the completion date if there are delays caused by acts of God, unavoidable circumstances or the negligence of the VIHFA 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 extension to the completion date without prior written consent from the VIHFA. The Contractor must submit the request for an extension of the completion date within three (3) calendar days of the event that caused the delay.

**3. COMPENSATION:** The Authority, in consideration of satisfactory performance of the services described in Addendum I, agrees to pay the Contractor the sum of **Seven Hundred Forty-Nine Thousand and 00/100 (\$749,000) Dollars**. Payments shall be made as follows:

- a. **Mobilization:** The Authority agrees to pay the Contractor ten percent (10%) of the total Contract cost for mobilization to secure the necessary equipment, labor and materials to begin the project.
- b. **Work in place:** Thereafter, the Contractor shall request progress payments for work in place by submitting an invoice (Application for Payment) and Certificate for Payment based on the approved Schedule of Values, which Schedule is attached hereto or incorporated herein by reference, to the Architect and VIHFA's Project Manager. The Application for Payment shall be accompanied by an executed Release of Mechanic's lien.
- c. **Retainage:** Further, 10% shall be withheld from each payment submitted.
- d. 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.
- e. 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 and final invoice approval.
- f. In the event that the cost of the project exceeds the Contract cost and any adjustments therein as may be due pursuant to the terms hereof, the Contractor shall submit a change order to the Project Manager/ Architect for approval prior to the continuation of Work.
- g. The final payment is subject to the inspection and acceptance of the Work by the VIHFA, the submission of all pertinent warranties, and evidence of the release of Claims. The Contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have released the Contractor of its obligations. The Contractor shall also submit

VIHFA's Initials: 

Contractor's Initials: 

any other documents the Architect or the VIHFA deems necessary for the processing of the final payment.

**4. 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 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. All Change Orders shall be approved by the Authority in writing prior to undertaking the additional work. No allowance shall be made for delays or suspension of the work.

**5. LIQUIDATED DAMAGES:** It is hereby agreed by the parties that in the event the Contractor has not completed the scope of work under the terms set forth in this Contract, liquidated damages of \$500.00 for each calendar day or portion thereof shall be due to the Authority. The liquidated damages shall first be deducted from any contract monies due the Contractor but not yet paid, to the extent available.

**6. CONTRACTOR'S REPRESENTATIONS:** The Contractor warrants that it is fully informed regarding all the conditions affecting the work to be done 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 has not been suspended or debarred from entering into contracts with any federal agency. 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 the Authority. In the event the contractor or sub-contractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor agrees that said contractor or sub-contractor shall not be entitled to any payment for any work performed under this Contract and that it shall require the contractor or sub-contractor to promptly reimburse the Authority for any progress payments heretofore made.

**7. 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

VIHFA's Initials: \_\_\_\_\_

Contractor's Initials: \_\_\_\_\_

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.

**8. PROFESSIONAL STANDARDS:** The Contractor will complete all work in a substantial and workmanlike manner according to standards and practices in the Contractor's trade and the work shall conform to all applicable building codes or other codes and regulations which apply to the work to be performed whether or not covered by the specifications and drawings for the work, 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 labor for a period of one year from the date of completion and upon acceptance of the work by the Authority.

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

**10. 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 the Project Manager/Architect and/or Engineer and accepted or paid for. If the work or any part thereof shall be found defective at any

VIHFA's Initials: \_\_\_\_\_

Contractor's Initials: \_\_\_\_\_

time before the final acceptance of the whole work, or the final payment therefore, the Contractor shall forthwith make good such defect in a manner satisfactory to the Project Manager/ Architect and/or Engineer of record and to the Architect exercising oversight responsibility on behalf of the funding agency, and shall replace at its own expense damaged or unsuitable materials with the new material of satisfactory quality.

**11. RIGHT TO WITHHOLD:** If the Work under this Contract is not performed in accordance with the terms hereof, the Authority reserves the right to withhold out of any payment due to the Contractor, such amount as the Authority may deem ample to protect it against loss or to assure payment of claims arising there from, and, at its option, the Authority may apply such sum(s) in such a manner as it 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. No such withholding or application shall be made by the Authority if and while the Contractor gives satisfactory assurance to the Authority that such claims will be paid by the Contractor's insurance carrier, if applicable, in the event that such claim is not successful.

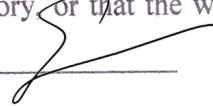
**12. TERMINATION:**

(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 Authority. The Contractor shall be entitled to receive payment for acceptable work provided to the date of termination, including payment for the thirty (30) calendar days notice.

(B) Termination for Cause: The Authority may also 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.

(1) Prior to, or as an alternative to, the termination of this Contract for cause, the Authority may suspend payment to permit the Contractor an opportunity to correct the deficiency which has constituted cause pursuant to this Contract. If the Authority 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 the Authority, 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 the Authority; and (c) failure to perform any of the activities required by this Contract.

(2) If the Contractor or any of its sub-contractors shall be adjudged bankrupt or if it shall make a general assignment for the benefit of its 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 Project Manager certifies in writing to the Authority 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

VIHFA's Initials: 

Contractor's Initials: 

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 the Authority, the Authority may, by serving written notice upon the Contractor and the surety, immediately terminate the Contract. The Surety shall have the right to take over and perform the Contract.

(C) In the event of termination, all property and unfinished documents, data, studies, surveys, drawings, maps, photographs and reports prepared by or purchased under this Contract shall, become the property of the Authority and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed hereunder.

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

### 13. INSURANCE AND BONDING:

(A) **LIABILITY INSURANCE:** The Contractor shall maintain liability insurance for protection against claims for damages because of bodily injury or death or claims for damages to property which may arise out of or result from the Contractor's 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 in the amount no less than **One Million Dollars and Zero Cents (\$1,000,000.00)** and the Contractor upon request shall present the Authority 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

All insurance shall be carried with companies that are financially responsible

(B) **WORKERS' COMPENSATION INSURANCE/CERTIFICATE OF GOVERNMENT INSURANCE COVERAGE:** The Contractor shall obtain and have in place Workers' Compensation Insurance coverage at the statutory limit for all employees involved in the performance of this Contract.

(C) All insurance shall be carried with companies that are financially responsible and licensed to do business in the U.S. Virgin Islands. The Contractor shall not permit the insurance policies required to lapse during the term of this Contract. The Contractor must maintain coverage during the life of this Contract. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty (30) days prior written notice.

VIHFA's Initials:



Contractor's Initials:



(D) Upon failure of the Contractor to furnish, deliver and maintain such insurance, this contract, at the election of the VIHFA may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

(E) Contractor's subcontractor and /or subconsultant shall also carry the insurance required of the Contractor in the amount usual and customary for work in the industry subject to normal deductibles and covenants that subcontractor and/or subconsultant will maintain such coverage during the term of this Contract. The Subcontractor's and/or subconsultant's liability insurance policy shall name the VIHFA as an "Additional Insured."

(F) The Contractor shall provide a Payment and Performance bond for the amount of the Contract. The term of the bond shall expire one (1) year after the date of final inspection and acceptance of the work. At the appropriate time and if needed, the Authority will provide additional information on the requirements for these bonds.

(G) Upon request by the Contractor, the Authority may, at its discretion, agree to accept cash in lieu of a Payment and Performance Bond. The amount shall be no less than 50% of the Contract amount. The cash shall be held in an escrow account for a period of one (1) year from date of the final acceptance of the building or through the one-year Warranty Period, whichever occurs first.

**14. INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold the Authority, its property, Board of Directors, agents, employees, consultants, and the funding agency harmless from and against all claims, losses, demands, actions, expenses, and damages, direct, indirect or consequential, arising out of or resulting from the performance of the 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 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.

**15. CONTRACTOR, MATERIALMEN OR MECHANIC'S LIEN:**

- (a) The Contractor, after receipt of payment of its invoices by the Authority, shall 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. Timely payments from the Contractor to its subcontractors shall mean within ten (10) business days of receiving payment from the Authority. 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.
- (b) Contractor agrees to protect, defend, and indemnify the Authority from any claims for unpaid work, labor, or materials with respect to Contractor's Performance.

VIHFA's Initials: \_\_\_\_\_



Contractor's Initials: \_\_\_\_\_



- (c) 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 against any and all liens.
- (d) **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.
- (e) 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 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.

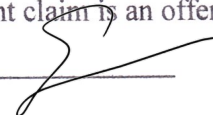
**16. CONSTRUCTION WARRANTY:** The Contractor shall fully guarantee all materials and labor under this Contract for a period of one (1) year from date of the final acceptance of the building, against all defects in both workmanship and materials and shall promptly correct and/or replace such faulty work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

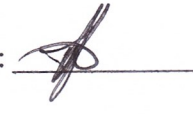
The Contractor shall require warranties from all subcontractors and shall deliver copies of all warranties along with all equipment warranties to the Authority prior to the final inspection.

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 the Authority at the termination of this Contract, or earlier upon request. All such material shall become the property of the Authority.

**17. FALSE CLAIMS:**

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

VIHFA's Initials: 

Contractor's Initials: 

(B) 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.

**18. SECTION 3:** This Contract is subject to the requirements of **Section 3** of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C., 17010. **Section 3** requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.


**19. 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, sex, 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.

**20. 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, Frits Lawaetz Complex Suite #210, Frederiksted, Virgin Islands 00840.

**21. FEDERAL LABOR STANDARDS PROVISIONS/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 upon the 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 sub-contractors shall comply with regulations issued pursuant to the labor standards provisions.

For the duration of this Contract, the Contractor and sub-contractors shall submit copies of weekly payroll forms to the Authority.

**22. 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

VIHFA's Initials: 

Contractor's Initials: 

Historic Preservation of the Department of Planning and Natural Resources before undertaking any work.

**23. CONFLICT OF INTEREST:** Contractor covenants that no officer, agent or employee of the VIHFA has a pecuniary interest in this Contract or has participated in contract negotiations on behalf of the VIHFA. Contractor further covenants that it 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 and that it will not acquire such a conflict.

**24. 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.

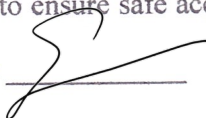
**25. WARRANTY OF NON-SOLICITATION:** The Contractor expressly warrants that it has not employed any person to solicit or obtain this contract on its behalf, or cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that it has 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 him 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 the Authority the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

**26. PRELIMINARY INSPECTION:** Prior to request for final inspection, the Contractor shall notify the Authority's Project Manager/Architect 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.

**27. FINAL INSPECTION:** Work shall be considered complete upon acceptance by the Authority after a final inspection conducted by the Authority, its Project Manager/Architect, and a representative of the Community Development Block Grant program (funding agency).

**28. 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 owner at all times. Contractor agrees to remove

VIHFA's Initials: \_\_\_\_\_



Contractor's Initials: \_\_\_\_\_



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 the floors, and interior and exterior walls. The Contractor shall remove all construction related debris material from the construction site.

**29. RECORDS:** The Contractor shall maintain documented, precise records of time and/or money expended under this Contract.

**30. 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.

**31. LIABILITY OF OTHERS:** Nothing in this Contract shall be contained to impose any liability upon the Authority 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 the Authority liable to any such persons, firms, associations or corporation for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but limited to unemployment insurance and social security taxes for the Contractor, its servants, agents or independent contractors.


**32. 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.

**33. AMENDMENTS**

(A) The Authority or Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract, are executed in writing, and signed by a duly authorized representative of the parties to this Contract. Such amendments shall not invalidate this Contract, nor relieve or release the Authority or the Contractor from its obligations under this Contract.

(B) The Authority in its discretion 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 services, or schedule of the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both the Authority and Contractor.

VIHFA's Initials: 

Contractor's Initials: 

**33. 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:** DS&R Construction, LLC  
P.O. Box 4831 Kingshill  
St. Croix, U.S. Virgin Islands 00841  
Attention: Desmond Celestine, Owner

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.

**34. 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.


**35. 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.

**36. ENTIRE AGREEMENT:** This Contract and any attachments hereto 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.

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

[SIGNATURE BLOCKS TO FOLLOW]

VIHFA's Initials: 

Contractor's Initials: 

**CONTRACT FOR DEMOLITION PROJECT  
LINDON B. JOHNSON APARTMENTS  
ADDENDUM I**

Scope of Work

<b>SPECIFICATIONS</b>	<b>SCOPE OF WORK</b>	<b>BASE BID</b>
1.	VIHFA APPROVED WORK PLAN	\$1,200.00
2.	MOBILIZATION & GENERAL CONDITIONS	\$100,000.00
3.	DEMOLITION OF SINGLE-STORY BUILDINGS	\$106,000.00
4.	DEMOLITION OF TWO-STORY BUILDINGS	\$275,000.00
5.	DEMOLITION OF CISTERNS	\$98,000.00
6.	QUALITY CONTROL TESTING OF SOIL & BACKFILLING	\$20,800.00
7.	REMOVAL OF ALL INFRASTRUCTURE BELOW GRADE	\$38,000.00
8.	DISPOSAL OF WASTE MATERIALS & TIPPING FEES	\$80,000.00
9.	FILL, COMPACTION & FINAL GRADING OF SITE	\$12,000.00
10.	FINAL REPORT	\$2,000.00
11.	DEMOBILIZATION	\$6,000.00
12.	PROVIDE AS BUILT SURVEY OF SITE CONDITIONS POST DEMOLITION	\$10,000.00
TOTAL		\$749,000.00

VIHFA's Initials: \_\_\_\_\_

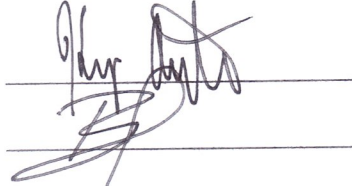


Contractor's Initials: \_\_\_\_\_



**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)

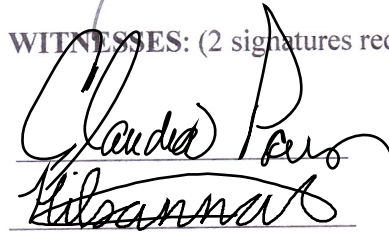
  
\_\_\_\_\_

**DS&R CONSTRUCTION, LLC**

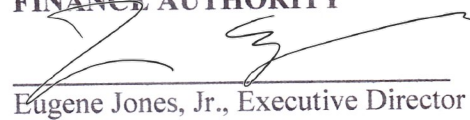
  
\_\_\_\_\_

Desmond Celestine, Owner

WITNESSES: (2 signatures required)

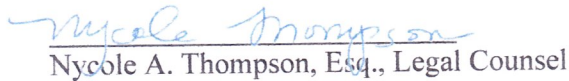
  
\_\_\_\_\_

**VIRGIN ISLANDS HOUSING  
FINANCE AUTHORITY**

  
\_\_\_\_\_


Eugene Jones, Jr., Executive Director

Reviewed for Legal Sufficiency:

  
Nycole A. Thompson, Esq., Legal Counsel

Dated: 10/25/2024

VIHFA's Initials: \_\_\_\_\_

Contractor's Initials:  \_\_\_\_\_