

CONTRACT
FOR
EXTERIOR PAINTING AT VIHFA FRENCHTOWN PLAZA BUILDING

THIS CONTRACT made as of the 24 day of April, 2025, in the Territory of the United States Virgin Islands, by and between **LOW PRICE MAINTENANCE AND CONSTRUCTION, LLC**, having its principal place of business at Sugar Estate 7th Street 12-C, St. Thomas, U.S. Virgin Islands 00802 (hereinafter the "**Contractor**") and 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**"). Each party may be referred to in the singular as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the Authority desires the services of a qualified and licensed company to paint the exterior of its building located at 3202 Demarara Plaza, St. Thomas, U.S. Virgin Islands; and

WHEREAS, the VIHFA conducted an electronic bid entitled "VIHFA Frenchtown Office Facility Exterior Repair and Painting, which is incorporated herein and attached as **Exhibit A** and solicited quotes from companies to perform the work; and

WHEREAS, the Contractor submitted the second lowest bid in the amount of Seventy-Four Thousand Five Hundred Eighty-Four Dollars and Zero Cents (\$74,584.00) to complete the work and the Contractor's bid is attached as **Exhibit B**; and

WHEREAS, in a justification letter dated February 14, 2025, the Director of Planning and Construction requested that the Executive Director authorize the Contractor to perform the repairs and the Executive Director approved the request; and

WHEREAS, the Contractor represents that it is willing and able to complete the repairs.

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. **SCOPE OF WORK**: The Contractor shall be responsible for furnishing all labor, tools, materials, equipment, miscellaneous supplies, and the services necessary to perform the services described in **Exhibits A & B**.

2. **WORKMANSHIP/WARRANTY**: 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 codes and regulations which apply to the work to be performed. The Contractor warrants that the final product of Contractor's work shall be fit for the purposes for which it is intended.

3. COMMENCEMENT DATE: The Contractor agrees that time is of the essence and will commence work no less than ten (10) days after date that the Notice to Proceed is issued.

4. TERM:

4.1 Contractor shall complete the Scope of Work described in Section 1, above, no later than **Sixty calendar days (60) days** after the date that the Notice To Proceed is issued, excluding the period required to ship equipment to St. Thomas, subject to the VIHFA's option to extend the term of the contract for a similar term subject to satisfactory performance. .

4.2 The VIHFA shall 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 extensions to the completion date without the 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.

4.3 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.

5. LIQUIDATED DAMAGES: Should the Contractor fail to complete the terms of the Scope of Work described in Section 1.1 above, the Contractor agrees to pay to the VIHFA, as liquidated damages, **One Hundred Dollars and Zero Cents (\$100.00)** for each calendar day or portion thereof that the Contractor fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. The liquidated damages shall first be deducted from any contract monies due but not yet paid to the Contractor, to the extent available.

6. COMPENSATION: The Authority, in consideration of the satisfactory performance of the services described Section 1 ("Scope of Services") above, shall pay the Contractor: **Seventy-Four Thousand Five Hundred Eighty-Four Dollars and Zero Cents (\$74,584.00)**. The terms of payment are as follows:

6.1 TERMS OF PAYMENT:

(a) **Mobilization Costs:** At the pre-construction meeting the Authority shall issue the Notice to Proceed (NTP) and, pay the Contractor mobilization costs in the amount of **Fourteen Thousand Nine Hundred Sixteen Dollars and Eighty Cents (\$14,916.80)**.

(b) **Subsequent Payments:** After the VIHFA pays the Contractor mobilization costs, the VIHFA shall make subsequent payments to the Contractor based upon work in place.


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- (c) For the amounts to be paid in paragraphs (a) through (c) above, the Contractor shall allow enough time for the VIHFA to review and process payment requests, which can take an average of four (4) weeks.

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. The Contractor represents that it is fully equipped, competent, and capable of performing the work and is available to perform such work.

The Contractor further represents that it shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the United States Virgin Islands and that it will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor in the United States Virgin Islands.

8. REPRESENTATIONS, WARRANTIES, AND COVENANTS BY CONTRACTOR: The Contractor covenants, warrants and 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.

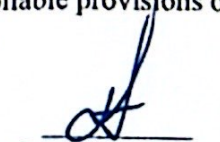
(c) It has the power to execute, deliver and perform, and to enter into the transactions contemplated by this Contract, and has duly authorized the execution, delivery and performance of this Contract.

(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.

(e) 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.

(f) It has obtained all applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and has 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: 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. Contractor warrants that the final product of Contractor's work shall be fit for the purposes for which it is intended. 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. 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.


11. MECHANIC'S LIEN: Contractor agrees to protect, defend, and indemnify VIHFA from any claims for unpaid work, labor, or materials with respect to Contractor's Performance under this Contract and shall execute a Lien Waiver upon receipt of each payment. 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 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.

12. 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 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 warrant 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.

13. MAINTENANCE OF AREA/ REMOVAL OF DEBRIS: Contractor agrees to maintain the work area free from major obstructions/hazards to the greatest extent possible and to ensure safe


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access at all times. Contractor agrees to remove all debris and surplus material from the property and leave the area in a neat and clean condition.

14. INSURANCE: The Contractor shall maintain General Liability Insurance, in a form acceptable to the VIHFA, on a "per occurrence" basis with a minimum limit of not less than Two Hundred Fifty Thousand (\$250,000.00) 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. The insurance policy shall name the VIHFA as Certificate Holder and an "Additional Insured" via an endorsement as follows:

Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, U. S. Virgin Islands 00820

Additionally, Contractor shall provide the VIHFA with a copy of Contractor's current liability insurance policy.

15. WORKERS' COMPENSATION INSURANCE: Contractor shall obtain and maintain Workers' Compensation Insurance coverage for the term of this Contract and provide the VIHFA with a copy of Contractor's Workers' Compensation Insurance Certificate.

16. HOLD HARMLESS: The Contractor shall agree to defend, indemnify and hold, the Authority, harmless from and against any and all loss, damage, penalties, fines, liabilities, claims, demands, detriments, cost, charges, expenses (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 (1) the services to be performed by Contractor under this Contract.

17. MATERIALS: All materials will be specified in the Scope of Work and shall be new and of good quality.

18. SUPERVISION OF WORKERS: Contractor's authorized representatives shall supervise all of its employees, subcontractors, and authorized representatives. All workers must be competent and skilled in their work.

19. 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.

20. USE OF SUBCONTRACTORS: Contractor shall be responsible for all deliverables specified in this Contract. This general requirement notwithstanding, Contractor may enter into subcontractor arrangements. However, Contractor agrees that it has total responsibility for the entire Contract. The documentation required of the Contractor is also required for any subcontractor. The Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Contractor and


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VIHFA. The Contractor shall not contract with any other party for any of the services herein contracted without the express written approval of the VIHFA. The Contractor shall be responsible for fulfillment of all terms of contract, timing, and payments to subcontractors regardless of funding provided by the VIHFA.

21. **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.

22. **FORCE MAJEURE:** Neither party to this Contract shall be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of their reasonable control.


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

24. **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 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.

25. **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.

26. **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


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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.

27. TERMINATION: Either party may terminate the parties' contract with or without cause with **Thirty (30) calendar days** written notice to the other party before the effective date of such termination. The VIHFA may, by written notice, terminate the Contractor's services, in whole or in part, for failure of the Contractor to perform its obligations under the parties' contract. In such event, the Contractor shall be liable for damages as authorized by law.

28. 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.


29. 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.

30. 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.

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


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32. **PRELIMINARY INSPECTION:** Prior to request for final inspection, the Contractor shall 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.

33. **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.

34. **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. 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 all exterior walls. The Contractor shall remove all construction related debris material from the construction site.

35. **RECORDS:** 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.

36. **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.

37. **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:

Contractor: **Low Price Maintenance & Construction, LLC**
Sugar Estate 7th Street 12-C
St. Thomas, U.S. Virgin Islands 00802
Attention: Dennis Alphonse, Owner

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

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.

38. **SEVERABILITY:** In the event that one or more of the provisions of this Contract shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Contract, and this Contract shall be construed as if the provision found to be unenforceable, illegal or invalid had


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never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

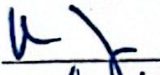
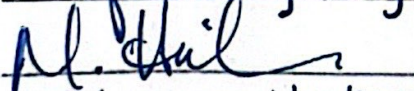
39. GOVERNING LAW AND JURISDICTION: This agreement shall be governed by and construed pursuant to the laws of the United States Virgin Islands. The parties shall submit disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the courts of the United States Virgin Islands.

40. 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.


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

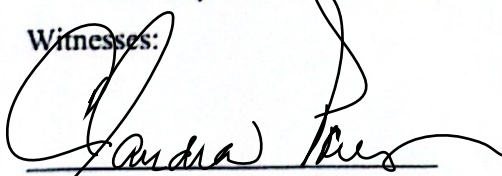

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives on the date(s) written below.

Witnesses: (2 signatures required)



Mary Kingstey

Monique Hickson

Low Maintenance & Construction, LLC



Dennis Alphonse, Owner
Dated: ___ / ___ /2025

Witnesses:

Sandra

Hilannah

**VIRGIN ISLANDS
HOUSING FINANCE AUTHORITY**


Eugene Jones, Jr., Executive Director
Dated: 4 / 24 /2025

Reviewed for Legal Sufficiency:


Nycole A. Thompson, Esq.,
Legal Counsel

Dated: April 15, 2025