

## SERVICE AGREEMENT

THIS AGREEMENT made as of the  2  day of  July , 2025, in the Territory of the United States Virgin Islands, by and between **RUMINA CONSTRUCTION, LLC**, having its principal place of business at 278 Hospital Ground, Charlotte Amalie, 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, U.S. 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 United States Virgin Islands (“USVI”) company to repair a fence & install a barrier at #30 Vester Gada next to the Jane E. Tuitt School in St. Thomas, USVI (hereinafter the “Project”); and

**WHEREAS**, the Authority obtained quotes from three companies to complete the Project, including the Contractor, whose bid in the amount of Fourteen Thousand and 00/100 (\$14,000.00) Dollars was the lowest bid; and

**WHEREAS**, the Authority’s Chief Operating Officer/Chief Disaster Recovery Officer authorized the VIHFA to enter into a contract with the Contractor to complete the Project; and

**WHEREAS**, the VIHFA desires to enter into a contract with the Contractor to complete the Project; and

**WHEREAS**, the Contractor by its acceptance of the terms and conditions of this Contract is willing and capable to complete the Project.

**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 services necessary to complete the following:

- (a) Excavate washed down soil along fence line 2ft. wide, approx. 60ft.
- (b) Repair or replace existing fence along school sidewalk. 46ft.
- (c) Install landscaping timbers approximately 3ft. high behind fence, approx. 60 ft.
- (d) Backfill Timbersand level off excavated material. Approx. 240 sf.
- (e) Timbers are to be held in place with min 3/4” steel rods at 4” o.c. at a minimum depth of 2 ft. Rods are not to protrude above top of timber and must be sealed from water intrusion.

2. **COMMENCEMENT DATE:** The Contractor agrees that time is of the essence and will commence work no less than seven (7) days after date that the Notice to Proceed is issued.




- (g) If the funding source for this Contract is federal, Contractor's obligations under this Contract and VIHFA's obligation to pay the Contractor for services performed under this Contract are contingent upon the availability of applicable funding. VIHFA shall be the final authority as to the availability of funds for this Contract and as to what constitutes "applicable funding" to complete this Contract. The Contractor is responsible for submitting to VIHFA, all required documentation for payment. If any such funds are not made available for the Contract purpose, such event will not constitute a default by VIHFA, but shall entitle Contractor to terminate if funds are not received and available to compensate Contractor for any period exceeding forty-five (45) days. Notwithstanding the foregoing, Contractor shall be paid for all costs and services incurred to the date of any such notification from the federal funding source to VIHFA regarding the non-availability of applicable federal funds.
- (h) The VIHFA reserves the right to modify and/or terminate the contract if funding becomes unavailable. In addition, 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.

**6. 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.

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(e) No information, statement, or report furnished in writing by the Contractor in connection with the negotiation of, or assurance 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.

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


(h) 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.

**7. 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. Maintain the professional standards applicable to its profession upholding Construction Management Standards of Practice and related technical competencies. Contractor warrants that the final product of Contractor's work shall be fit for the purposes for which it is intended.

**8. CONSTRUCTION WARRANTY:** The Contractor shall fully guarantee all work under this Contract for a period of one (1) year by providing a Labor and Material warranty for all work under the Contract from the date of VIHFA's final acceptance of the work, against all defects in both workmanship and materials. The Contractor shall promptly remedy and repair any defects in materials or workmanship, without expense to the VIHFA, no later than fifteen (15) calendar days after receipt of a written notice of a defect and provide a one-year warranty on such repairs. The Contractor shall require warranties from all subcontractors and shall deliver copies of all warranties along with all equipment and material to VIHFA prior to the final inspection. To include, but not limited to, roofing installation and materials, window installation and materials, generator, elevator and HVAC systems for residential units.

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.

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9. **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.

10. **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 Partial Lien Waiver upon receipt of each payment. Final payment shall not be due until the Contractor has delivered to VIHFA a Final Release of Lien for all work completed on the Project including all labor payments, material purchases, and any sub-contractors or service providers 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.

11. **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 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 daily.


12. **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 **Three Hundred Thousand (\$300,000.00) Dollars** 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 00802

Additionally, Contractor shall provide the VIHFA with a copy of Contractor's current liability insurance policy within ten (10) working days after the execution of this contract.

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

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unemployment insurance and social security taxes for Contractor its servants, agents, or independent contractors.

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

23. **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.

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


25. **TERMINATION:**

**A. Termination/Suspension for Cause**

Notwithstanding any other provision of this Contract, VIHFA may, after giving reasonable written notice specifying the effective date, may suspend or terminate this Contract in whole or in part if Contractor materially fails to comply with any material term of this contract, which shall include, but not be limited, to the following:

- a. The violation of any of the material terms or conditions of this Contract.
- b. The making of any material misrepresentation by the Contractor in the furnishing of any information to the VIHFA.
- c. Repeated failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may be applicable at any time;
- d. Failure, due to Contractor's negligence or willful misconduct, of Contractor to fulfill in a timely and proper manner the obligations under this Contract;
- e. Continual submission by Contractor of reports to VIHFA or HUD, or their auditors, reports that are incorrect or incomplete in any material respect, provided Contractor is given notice of said failure and fails to correct the same within a reasonable amount of time; or
- f. Improper use of funds as provided for under this Contract. If, through any cause, Contractor shall otherwise fail to fulfill its obligations under this Contract in a timely

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and proper manner, or if Contractor shall violate any of the covenants or stipulations of this Contract, VIHFA shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. Contractor shall be paid for all authorized services properly performed prior to termination.

- g. Any act of collusion or secret agreements (whether directly or indirectly and verbal or non-verbal) with another person, VIHFA vendor, or a subcontractor of a VIHFA vendor or any construction contractor that results in a secret price fixing, secret rebates, higher pricing, an increase of unnecessary project deliverables and/or working collaboratively to obtain additional financial gain or an unfair advantage for itself and/or that other entity to the disadvantage of VIHFA and/or applicable federal program, if any. As used in this paragraph, "person" means any natural person, joint venture, partnership, corporation, or other business or legal entity. Moreover, the Contractor, its employees, agents, and representatives shall not share, discuss, or disclose pricing any other information on any assigned projects thereto with any third party other than VIHFA, or its designee, to which Contractor is engaged to assist with respect to the services contained herein.


#### **B. Termination for Convenience**

This Contract may be terminated, in whole or in part, by VIHFA whenever, for any reason, VIHFA determines that such termination is in its best interest. Termination of services shall be effectuated by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination, but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if cancelled only in part prior to the original termination date. VIHFA will not be liable for services performed after the effective date of termination.

Notwithstanding the above, if termination is required pursuant to any Court Order or legal action related to this contract and/or any procurement for the services contained hereto, and VIHFA determines that such determination is in its best interest, any termination should be effective immediately upon written notice and the Contractor's compensation is limited to any costs approved to date. In no event shall either party be liable to the other, and each party waives the right to sue the other, for any direct, indirect, special, consequential, punitive, or exemplary damages under this agreement.

#### **C. Termination Due to Unavailable Funding**

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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.

**31. 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.

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

**33. MAINTENANCE OF AREA/FINAL CLEAN UP & REMOVAL OF DEBRIS:** Contractor agrees to keep the building and surrounding area reasonably free from rubbish at all times and shall remove debris from the site on a timely basis or when directed to do so by VIHFA. The Contractor must provide onsite refuse container(s) for the use of all contractors. The Contractor must remove rubbish and debris from the building on a daily basis. The Contractor must broom clean the building as required to minimize dust and dirt accumulation.


The Contractor must provide and maintain suitable all-weather access to the building. Before final inspection and acceptance of the building, the Contractor must clean the work area, including glass, hardware, fixtures, masonry, tile, clean and wax all floors (using no corrosive chemicals) as specified, and completely prepare the building for use by VIHFA, with no cleaning required by VIHFA.

**34. RETENTION OF RECORDS:** All records shall be retained for a minimum of three (3) years, unless notified in writing to extend the retention period. Records shall be made available, without charge, for review within ten (10) days of a request by the VIHFA.

**35. NON-DISCLOSURE:** Except for disclosure to VIHFA or its representatives, the reports, work papers and records, including information and data prepared or assembled by the Contractor under this Contract, shall be held confidential by the Contractor and shall not be made available or otherwise disclosed to any third party without the prior written approval of VIHFA unless required to disclose information by order of a court of competent jurisdiction or other administrative authority.

**36. NO COLLUSION:** Contractor shall not collude with other VIHFA vendors / service providers regarding VIHFA business or matters. Contractor shall not enter into any business relationships

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with other VIHFA service providers regarding VIHFA business or matters, without the approval of VIHFA, which approval may be withheld at VIHFA's sole discretion.

37. **COPELAND "ANTI-KICKBACK ACT:** Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

38. **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.

39. **AUTHORIZED REPRESENTATIVE:** The person executing this Contract on behalf of Contractor affirmatively represents that he has the requisite legal authority to enter into this Contract on behalf of Contractor and to bind Contractor to the terms and conditions of this Contract. Both the person executing this Contract on behalf of Contractor and Contractor understand that the Authority is relying on this representation in entering into this Contract.


40. **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: **Rumina Construction, LLC**  
P.O. Box 308034  
St. Thomas, U.S. Virgin Islands 00803  
**Attention: Franklyn Victor, President**

Authority: **Virgin Islands Housing Finance Authority**  
3202 Demarara, No. 3, 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.

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Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractor, officers, or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Territory or VIHFA.

- iii. No member, officer, or employee of Contractor, or agents, Subcontractor, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and Federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
- iv. Contractor shall notify VIHFA in writing of any disclosure of unsecured confidential information of VIHFA by Contractor, its employees, agents or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to VIHFA any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-construction Managers or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of VIHFA's or applicant's information in Contractor possession or electronic interference with VIHFA operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to VIHFA not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by VIHFA's Information Security Manager.

45. **COPYRIGHT:** No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the VIHFA and all such rights shall belong to the VIHFA.

46. **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.


**47. 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.

**48. ENTIRE CONTRACT:** 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. In the event of a conflict or inconsistency between any of the Contract Documents, the conflict or inconsistency shall be resolved by giving precedence in the following order:


**49. 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)


  
\_\_\_\_\_  
K. Munroe

**RUMINA CONSTRUCTION, LLC**


  
\_\_\_\_\_  
Franklyn Victor, President  
Dated: 07 / 01 / 2025

  
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**VIRGIN ISLANDS HOUSING  
FINANCE AUTHORITY**

  
\_\_\_\_\_  
Eugene Jones, Jr., Executive Director  
Dated: 7 / 2 / 2025

Reviewed for Legal Sufficiency:

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

Dated: 6/23/2025