



PROFESSIONAL SERVICES CONTRACT

**THE VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
and FIRST CLASS LANDSCAPING AND MAINTENANCE LLC**

ROOF RECOATING SERVICES

for

LAGOON STREET COMPLEX ROOF RECOATING PROJECT

CONTRACT NO. 2026-VIHFA-003

THIS AGREEMENT made as of the 21 day of October, 2025, in the Territory of the United States Virgin Islands, by and between **FIRST CLASS LANDSCAPING AND MAINTENANCE LLC**, having its principal place of business at 95 Work and Rest, Christiansted, St. Croix, U.S. Virgin Islands 00820 (hereinafter the “Contractor” or “FIRST CLASS LANDSCAPING AND MAINTENANCE”) 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, pursuant to Act No. 4636, the Authority was established to address the shortage of safe, sanitary, affordable housing for low-and moderate-income families in the U.S. Virgin Islands; and

WHEREAS, the Authority is in need of a qualified firm to clean, prepare and recoat approximately 9,000 square feet of flat of the existing roof at the Lagoon Street Complex Frederiksted, St. Croix, USVI, in order to extend its life and enhance weather resistance (the “project” or “services”); and

WHEREAS, the Authority solicited the services under Invitation for Bid No. 005-2025 STT/STX Addendum 1 (the “solicitation”) in accordance with the Authority’s Procurement Policies and Procedures; and

WHEREAS, the response received from the Contractor is the lowest responsive and responsible bid; and

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

NW

services and that it will comply with all applicable local and federal laws, rules, and regulations, as they apply to the implementation of this Contract.

WHEREAS, the Executive Director is the contracting officer for the Authority; and

WHEREAS, the cost of this Contract is within the Executive Director's spending authority without approval of the Authority's Board of Directors; and

WHEREAS, the requirements as stated in the solicitation apply to this Contract unless modified in writing by the parties.

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 follow:

1. **SERVICES**: The Contractor must supply all labor, tools, materials, equipment, supervision and incidentals needed to provide the roof recoating services in accordance with **Addendum 1 ("Scope of Services")**, attached hereto and made a part of this Contract, as well as the manufacturer's specifications, applicable codes, and VIHFA requirements.

2. **TERM**: The Authority will contract for a period of sixty (60) calendar days from the Notice to Proceed.

3. **LIQUIDATED DAMAGES**: Should the Contractor fail to complete the scope of work within the Contract scheduled time period, the Contractor agrees to pay to the VIHFA, as liquidated damages, \$100.00 for each calendar day or portion thereof that the Contractor failed to commence and complete the project in accordance with the Contract term. The liquidated damages shall first be deducted from any contract monies due but not yet paid to the Contractor, to the extent available. The liquidated damages are not a penalty but a reasonable pre-estimate of administrative costs due to delay.

4. **COMPENSATION**: The Authority, in consideration of the satisfactory performance of the services described in Paragraph 1, agrees to pay the Contractor an amount not to exceed **TWENTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$27,000.00)**, as set forth in **Addendum II ("Compensation")** attached hereto and made a part of this Contract.

4.1 Payment shall be made in accordance with the approved deliverable schedule, and each payment milestone is contingent upon VIHFA's written acceptance of the corresponding deliverables.

4.2 The Authority may withhold up to ten percent (10%) of the total contract value from progress payments as retainage. The retainage shall be released only upon final completion,

Contractor's Initials: NW

VIHFA Initials: [Signature]

submission of all required close-out documentation (including warranties, photographs and inspection reports), and written acceptance of the work by VIHFA. Retainage shall not be construed as a penalty but as a mechanism to ensure satisfactory completion and compliance with contract requirements.

4.3 The Authority shall remit payment within thirty (30) calendar days of receipt of a properly completed, submitted and approved invoice. Each invoice must include the number of this Contract, a detailed itemization of charges, and all required supporting documentation as specified in this Contract. Payment shall be contingent upon the Authority's acceptance of the services and/or deliverables associated with the invoice.

4.3 No additional compensation shall be paid without prior written approval by VIHFA through a properly executed change order.

4.3 The Authority reserves the right to modify or terminate this Contract in whole or in part in the event of (i) funding unavailability, or (ii) the Contractor's failure to perform in accordance with the terms and conditions of this Contract.

4.4 If the funding source for this Contract is federal, both the Contractor's obligations and the Authority's payment obligations are expressly contingent upon the availability of applicable federal funds. The Authority shall determine, in its sole discretion, the availability and applicability of such funds. The Contractor shall be responsible for submitting all documentation required to process payment.

4.5 The non-availability of federal funds shall not constitute a default by the Authority. However, if federal funding is not available for a period exceeding forty-five (45) days, the Contractor may elect to terminate the Contract upon written notice to the Authority. In such event, the Contractor shall be entitled to payment for all authorized services satisfactorily performed and allowable costs incurred up to the date of notification regarding the unavailability of funds.

5. PROFESSIONAL STANDARDS: The Contractor shall perform all services under this Agreement in strict compliance with (i) all applicable federal, state, territorial, and local laws, regulations, and codes, including building, zoning, environmental, and accessibility requirements; (ii) professional standards for roof recoating involve a multi-step process that ensures proper adhesion, durability, and performance. These standards are set by industry organizations and building codes, with key requirements covering initial assessment, surface preparation, application, and final inspection; and (iii) all requirements of VIHFA. The Contractor further warrants and represents that all services shall be performed with the level of professional skill, care, and diligence ordinarily exercised by competent and licensed design professionals engaged in similar work under similar circumstances, and that all deliverables shall be accurate, coordinated, and sufficiently complete for their intended purpose, including permitting, bidding, and construction, to the extent required by this Agreement.

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6. INSURANCE: At all times while performing the Contract duties, Contractor shall maintain, at its sole cost and expense, the minimum insurance coverage set forth below from insurance companies in a form reasonably satisfactory to the Authority with limits of liability not less than stated herein:

- A. Commercial General Liability - Combined Single Limit – One Million Dollars (\$1,000,000.00)** per occurrence and annual aggregate per location. Coverage shall include Personal Injury, Blanket Contractual (specifically covering Contractor for liability, loss, cost and damage, including attorneys’ fees, assumed by Contractor under the provisions of the Indemnity set forth above), Broad Form Property Damage, Independent Contractors, Products and Completed Operations (including coverage for the additional insureds, whether by endorsement or renewal of coverage, for 6 years after final completion of the Project or equal to the statute of limitations under the U.S. Virgin Islands, whichever is greater), and, in the case of construction, Explosion, Collapse and Underground Hazard (XCU) coverage for any subsurface activities. Coverage shall also include “stop gap” insurance providing coverage for injury to employees not covered by workers’ compensation.

A combination of primary and excess policies may be utilized to fulfil these insurance requirements. Policies must be on an occurrence-based form, with deductibles agreeable to VIHFA.

- B. Worker’s Compensation – Workers’ Compensation Insurance** in compliance with the applicable territorial or federal laws, and Employer’s Liability Insurance with a limit of \$1,000,000.00 for any one occurrence.
- C. Professional Liability Insurance (Not Applicable)- Professional Liability Insurance** in a form acceptable to the Authority which covers the services being performed under this Contract, with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim.

The Authority shall be listed as a certificate holder and 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 insurance certificates.

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7. **INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold harmless VIHFA, its property, consultants, employees, and the funding agency harmless from and against all claims, damages, losses, and expenses directly arising as a result of Contractor's work or otherwise caused in whole or in part by any breach of this Contract or negligent act or omission of the Contractor's 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 may be liable, regardless of the negligence of such party.

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

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

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

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

(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 assurance under, this Contract 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

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

(h) 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 U.S. Virgin Islands and that it will provide a standard of care equal to, or superior to, care used by service providers similar to contractors in the U.S. Virgin Islands.

9. DOCUMENTS, PRINTOUTS, RECORDS, ETC.: All documents, books, records, instructional materials, printouts, and memoranda of every description derived from and pertaining to this Contract shall become the property of the Authority and shall be turned over to Authority at the termination of this Contract. Additionally, the ideas, methodologies, processes, inventions, and tools that Contractor develops and brings to the Authority in furtherance of performance of the Contract shall remain the property of the Authority.

10. COMPLIANCE WITH LAWS: The Contractor covenants and warrants that it shall at all times comply with all applicable federal and territorial laws and regulations, including but not limited to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 2 CFR Part 180 (Debarment and Suspension), Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, the Age Discrimination Act, Section 3 of the Housing and Urban Development Act of 1968, and all applicable laws of the Virgin Islands. The Contractor further covenants and warrants that it shall incorporate these same requirements into all contracts, agreements, or arrangements with any subcontractors or consultants engaged in connection with this Agreement and shall be responsible for ensuring that all such subcontractors and consultants remain in full compliance with these provisions.

11. LIABILITY OF OTHERS: Nothing in this Contract shall be construed to impose any liability upon the Authority from 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, workers compensation and social security taxes for Contractor, its servants, agents or independent contractors.

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

13. PROHIBITION AGAINST GRATUITIES AND KICKBACKS: The Contractor warrants that (1) it has not offered, given or agreed to give any employee or former employee, and (2) no employee or former employee has solicited, demanded, accepted, or agreed to

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19. **DEBARMENT:** By execution of this Contract, the Contractor certifies 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." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Authority for any progress payments heretofore made.

20. **TERMINATION:** Either party may terminate this Contract with or without cause within 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 Contractor to perform its obligations under this Contract. In such event, the Contractor shall be liable for damages as authorized by law.

21. **PROCEDURE FOR TERMINATION:** VIHFA may terminate this Contract at any time by giving at least thirty (30) days prior written notice to the Contractor. Contractor shall be entitled to payment for services performed up to the date of termination contained within the notice, to the extent that the services have been satisfactorily performed and are otherwise reimbursable under the terms of this Contract plus reasonable termination and demobilization costs incurred.

22. **FORCE MAJEURE:** The Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God, or war, if the event is beyond the Contractor's reasonable control and the Contractor gives notice to the VIHFA promptly upon Contractor's being actually aware of the occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Contract. Contractor may be entitled to an equitable adjustment in schedules in the foregoing circumstances provided that the Contractor notifies VIHFA within five (5) business days of event and provides documentation for time extension request.

23. **FALSE CLAIMS:** 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.

24. **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.

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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 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.

26. NOTICE OF FEDERAL FUNDS: Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds. 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. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

27. 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.

28. 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.

29. 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 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.

30. 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

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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.

31. **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.

32. **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.

33. **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: **First Class Landscaping and Maintenance LLC**
6089 Castle Coakley
Christiansted, St. Croix, VI 00820
Attention: Nasheem Williams, Owner

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 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. **TAXES:** Contractor is responsible for payment of all applicable federal and local Territorial taxes, including any taxes of any out-of-state employees who are currently assigned to this project and are working within the Territory.

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(a) GROSS RECEIPT TAXES: Title 33 V.I.C. Ch.3, §44, as amended¹, requires VIHFA, when making a payment under a contract, to deduct and withhold from such payments, gross receipts taxes as required by law at 33 V.I.C Section 43(a) for each payment for work performed in the Virgin Islands. It is agreed between the Parties that for the purposes of complying with Title 33, Ch. 3, Section 44 of the Virgin Islands Code, VIHFA shall withhold and forward to the Virgin Islands Bureau of Internal Revenue (“VIBIR”) such amount as required by the law at 33 V.I.C Section 43(a) or any amendments thereto.

(b) The Contractor agrees that the calculation and payment of gross receipts taxes shall be its sole responsibility. VIHFA shall not be responsible in any way for any miscalculation, or additional assessments by the VIBIR resulting from work performed under this Contract. In the unlikely event that any overpayment or underpayment is made to the VIBIR, the Contractor shall resolve such matter with VIBIR and inform VIHFA of the resolution thereof.

35. VIHFA FURNISHED RESOURCES: The VIHFA will provide specific project information to the Contractor necessary to complete the Services described herein. All records, reports, documents, and other material delivered or transmitted to the Contractor by the VIHFA shall remain the property of the VIHFA and shall be returned by the Contractor to the VIHFA, upon request, at termination, expiration or suspension of this Contract.

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the VIHFA, and shall, upon request, be returned by Contractor to the VIHFA at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the VIHFA shall be billed on a time basis, subject to the maximum amount of this Contract.

Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor.

36. FUND USE: Contractor agrees not to use proceeds from this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by

¹ (a) The Government of the Virgin Islands, including its instrumentalities, agencies and public corporations, when making a payment as defined under subsection (b) of this section, to any person, partnership, firm, corporation, or other business association that is subject to the payment of gross receipts tax under the provisions of this title, shall deduct and withhold from such payment gross receipts tax equal to four percent of such payment. Such tax shall be paid to the Virgin Islands Bureau of Internal Revenue within ten days of the last day of the calendar month during which such tax was withheld on forms to be provided by the Virgin Islands Bureau of Internal Revenue.

(b) For purposes of withholding under this section, “payment” is defined as the following:

(1) any single payment of at least \$30,000; and

(2) any payment pursuant to a contract providing for a total expenditure of \$225,000 or more.

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VIHFA Initials: [Signature]

the Government of the U.S. Virgin Islands. Contractor and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each subcontractor shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award.

37. CONFIDENTIAL INFORMATION: The Contractor acknowledges that it may have access to confidential information of the Authority's when performing the Scope of Services contained herein and agrees to take necessary measures to ensure that the Contractor does not make public any of the VIHFA's information that is identifiable in writing as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform the Scope of Services herein or as required by law.

38. 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.

39. 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 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.

40. 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:

This Contract

1. VIHFA's Request for Solicitation
2. Contractor's Proposal

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

42. ELECTRONIC SIGNATURE: The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in

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compliance with applicable local and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is legally binding equivalent to their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that is an electronic record or electronic signature or that it is not in its original form or is not 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.

**VIRGIN ISLANDS HOUSING
FINANCE AUTHORITY**



Eugene Jones, Jr. Executive Director

Dated: 10 / 21 / 2025

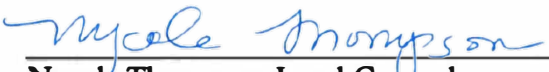
**FIRST CLASS LANDSCAPING AND
MAINTENANCE LLC**



Nasheem Williams, Owner

Dated: 10 / 20 / 2025

Reviewed for Legal Sufficiency:



Nycole Thompson, Legal Counsel
Virgin Islands Housing Finance Authority

Dated: 10 / 20 / 2025

Contractor's Initials: NW

VIHFA Initials: 

ADDENDUM I SCOPE OF SERVICES

1. Inspect and Document

- Perform a comprehensive visual inspection of the existing roof.
- Document the roof's current condition with photographs before starting work.

2. Prepare Surface

- Clean the roof surface thoroughly, removing all debris, dirt, and contaminants.
- Repair any minor cracks, blisters, or surface defects prior to coating application.

3. Apply Roof Coating

- Utilize HS 3200-HB Roller-Grade High-Solids Silicone Roof Coating, which carries a minimum 10-year manufacturer warranty. Other acceptable products are GAF United Coatings™, Roof Mate™, Henry 587 Dura-Brite®, Karnak 501 Elasto-Brite®, or equal.
- Apply a high-performance elastomeric roof coating system designed for use on flat or low-slope roofing systems.
- Ensure that the selected coating product:
 - Provides a minimum 10-year manufacturer's warranty for weatherproofing performance.
 - Exhibits a minimum tensile strength of 250 psi and elongation of 250%, tested per ASTM D412.
 - Achieves a solar reflectance index (SRI) of 80 or greater, tested per ASTM E1980.
 - Complies with Energy Star® and/or Cool Roof Rating Council (CRRC) standards.
 - Reaches a minimum final dry film thickness of 30 mils, or greater as required by the manufacturer to maintain warranty eligibility.

4. Install and Provide Quality Assurance

- Apply the roof coating system strictly in accordance with the manufacturer's written recommendations.
- Seal all penetrations, seams, transitions, and terminations to ensure watertight integrity.
- Protect adjacent surfaces and property throughout the project duration.
- Coordinate with VIHFA representatives for interim and final inspections.

5. Cleanup and Restore

- Remove all waste materials, debris, and unused products from the site upon completion.

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VIHFA Initials: [Signature]

**ADDENDUM II
COMPENSATION**

Invoice No.	Payment Schedule	% of Total	Invoice Amount
1	Upon contract execution as mobilization	30%	\$8,100
2	Upon achieving substantial completion and successful interim inspection by VIHFA	40%	\$10,800
3	Upon final completion and formal acceptance by VIHFA	30%	\$8,100
TOTAL		100%	\$27,000

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VIHFA Initials: [Signature]