



# Vendor Contract VI-HRR-01212 - Energy Efficient Builders, LLC

Draft

## Form

Vendor:	<input type="text" value="Energy Efficient Builders, LLC"/>
	Vendor Number (BP Code): 10008 Address: P.O. Box 600346 St. Thomas, VI 00801 Phone Number: 952-393-4288 Email Address:
	<input type="button" value="Edit Vendor"/>
Vendor Activity:	<input type="text" value="Construction"/>
Scope:	<input type="text" value="Construction Services"/>
Contract Amount:	\$ <input type="text" value="24,884.42"/>
Procurement Method:	<input type="text" value="Request for Qualification (RFQ)"/>
Contract/PO Number:	<input type="text" value="VI-HRR-01212"/>
Default Mobilization Payment Percentage:	<input type="text" value="10"/> % <small>This percentage will be used to calculate the amount when the Vendor requests a Mobilization Payment against this contract.</small>
Contract End Date:	<input type="text" value="May 13, 2021"/>
Status:	<input type="text" value="Started"/>

Start Date:

Jan 25, 2021

### Contract Invoice Approval

Initial Review

STX (St. Croix) Construction Manager

Second Review

DR SR Construction Manager

If left blank, invoices will skip this approval step

Third Review

Nothing Selected

If left blank, invoices will skip this approval step

### Projects

Project Link	Project Budget	Cost Lines
<p data-bbox="317 862 749 888"><a href="#">VI-HRR-01212 - 877 Estate Williams Delight</a></p> <p data-bbox="403 899 657 925">Project Program: Housing</p> <p data-bbox="197 930 861 956">Project Type: HRR - Homeowner Rehab. &amp; Reconstruction Program</p> <p data-bbox="354 963 703 989">Activity Number: DR1-H-HRRP-LMI</p> <p data-bbox="415 993 646 1019">Case ID: VI-HRR-01212</p>	<p data-bbox="1085 907 1407 933">Eligible Obligated Amount: \$0.00</p> <p data-bbox="1152 938 1346 964"><a href="#">Create Amendment</a></p>	<p data-bbox="1583 893 1770 919">Total Cost Lines: 9</p> <p data-bbox="1549 924 1803 950">Total Amount: \$24,884.42</p> <p data-bbox="1631 954 1728 979"><a href="#">View/Edit</a></p>
<p data-bbox="550 1037 1415 1063"><b>To update the project data being displayed in the below table, click the Save button</b></p>		



# Project - VI-HRR-01212 - 877 Estate Williams Delight

Unobligated

## Cost Lines

9 results

#	Description	Cost Type	Contract	GL Account	Cost	Expensed	Balance
1		Div. 1 - General Requirements	Vendor Contract VI-HRR-01212 - Energy Efficient Builders, LLC	Program Exp - Beneficiary Cost (STX, DR-TR1, DR-HRRP) - 51001-2-401-610	\$3,693.62	\$0.00	\$3,693.62
2		Div. 4 - Masonry	Vendor Contract VI-HRR-01212 - Energy Efficient Builders, LLC	Program Exp - Beneficiary Cost (STX, DR-TR1, DR-HRRP) - 51001-2-401-610	\$1,687.26	\$0.00	\$1,687.26
3		Div. 5 - Metals	Vendor Contract VI-HRR-01212 - Energy Efficient Builders, LLC	Program Exp - Beneficiary Cost (STX, DR-TR1, DR-HRRP) - 51001-2-401-610	\$445.68	\$0.00	\$445.68
4		Div. 7 - Thermal & Moisture Protection	Vendor Contract VI-HRR-01212 - Energy Efficient Builders, LLC	Program Exp - Beneficiary Cost (STX, DR-TR1, DR-HRRP) - 51001-2-401-610	\$163.96	\$0.00	\$163.96
5		Div. 8 - Openings (Windows & Doors)	Vendor Contract VI-HRR-01212 - Energy Efficient Builders, LLC	Program Exp - Beneficiary Cost (STX, DR-TR1, DR-HRRP) - 51001-2-401-610	\$619.59	\$0.00	\$619.59
6		Div. 9 - Finishes	Vendor Contract VI-HRR-01212 - Energy Efficient Builders, LLC	Program Exp - Beneficiary Cost (STX, DR-TR1, DR-HRRP) - 51001-2-401-610	\$5,865.56	\$0.00	\$5,865.56
7		Div. 12 - Furnishings	Vendor Contract VI-HRR-01212 - Energy Efficient Builders, LLC	Program Exp - Beneficiary Cost (STX, DR-TR1, DR-HRRP) - 51001-2-401-610	\$10,670.56	\$0.00	\$10,670.56
8		Div. 22 - Plumbing	Vendor Contract VI-HRR-01212 - Energy Efficient Builders, LLC	Program Exp - Beneficiary Cost (STX, DR-TR1, DR-HRRP) - 51001-2-401-610	\$1,195.10	\$0.00	\$1,195.10
9		Div. 26 - Electrical Power	Vendor Contract VI-HRR-01212 - Energy Efficient Builders, LLC	Program Exp - Beneficiary Cost (STX, DR-TR1, DR-HRRP) - 51001-2-401-610	\$543.09	\$0.00	\$543.09
<b>Reviewed by: Cherise V. Tucker, DR Finance Director</b>					<b>\$24,884.42</b>	<b>\$0.00</b>	<b>\$24,884.42</b>

*Cherise Tucker* 3/1/2021

**RECONSTRUCTION/REHABILITATION  
CONSTRUCTION SERVICES CONTRACT**

**Between**

**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**

**&**

**ENERGY EFFICIENT BUILDERS LLC**

THIS CONTRACT is made as of the 25<sup>th</sup> day of January 2021, by and between the VIRGIN ISLANDS HOUSING FINANCE AUTHORITY, an autonomous instrumentality of the Territory of the United States Virgin Islands, having its principal place of business at 3202 Demarara Plaza, Suite 200, St. Thomas, U.S. Virgin Islands 00802 (hereinafter the "Authority"), and Energy Efficient Builders LLC whose address is 4200 Estate St. John, Unit 316, Christiansted, St. Croix, U.S.V.I. 00820 (hereinafter the "Contractor").

**WITNESSETH**

**WHEREAS**, the Authority is in need of the services of a Contractor to provide the Authority General Construction Contractor Services/repairs needed to certain property (VI HRR 01212) on St. Croix, U.S. Virgin Islands as outlined in Appendix(s) Band C and incorporated herein (the "Property"); and

**WHEREAS**, the Property was damaged by Hurricanes Irma and/or Maria and this Contract is for the reconstruction/rehabilitation of the dwelling required to bring the property back to pre-hurricane status; and

**WHEREAS**, the services are more particularly described in the Scope of Work , attached hereto as Appendix(s) B and C and incorporated herein; and

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

**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. **SERVICES/WORK TO BE PERFORMED:** The Contractor will provide the services described in Appendix(s) B and C, attached hereto. The Contractor agrees to furnish all labor, equipment, materials and services necessary to perform and complete the work. The Authority and the Contractor may agree to changes in or additions to the Scope of Work. However, no changes shall be valid unless in writing and signed by both parties.

2. **TERM:** The Contractor agrees that time is of the essence and will commence work no less than Fifteen (15) days after the issuance of the Notice to Proceed.

Contractor: 

Authority: 

(b) All work shall be completed no later than sixty (60) days from the Notice to Proceed. The Authority shall extend the completion date if there are delays caused by acts of Nature, unavoidable circumstances, or the negligence of the Authority 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 of the Authority. The Authority 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.

3. **COMPENSATION:** The Authority, in consideration of the satisfactory performance of the services described in Appendix(s) B and C, agrees to pay the Contractor the sum of Twenty-Four Thousand Eight Hundred and Eighty-Four Dollars and Forty-Two Cents (\$24,884.42) ("Contract Amount"). The payment shall be made as follows:

- a. Pre-Construction Cost: 10% of the total Contract Amount, which is: Two Thousand Four Hundred and Eighty-Eight Dollars and Forty-Four Cents (\$2,488.44) to secure the necessary equipment, labor and materials to begin the project, based upon the Scope of Work (Appendix(s) B and C) and should be paid upon submittal of an invoice by the Contractor.
- b. 10% is withheld from each draw for retainage, excluding pre-construction costs and any applicable gross receipts taxes.
- c. Any Retainage due 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 as outlined in Paragraph 38.

4. **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 \$200.00 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 but not yet paid, to the extent available.

5. **PERFORMANCE BOND:** The undersigned further agrees to execute and deliver to VIHFA at the time the contract documents are executed, a Performance Bond with Power of Attorney, on the forms provided, in an amount of \$ N/A by a surety or insurance company, currently on the U.S. Department of the Treasury financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a U.S. Virgin Islands domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide 10 write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in the U.S. Virgin Islands or owned by U.S. Virgin Islands residents and is licensed to write surety bonds.<sup>1</sup>

6. **PAYMENT PROCESS:** Invoices shall be submitted on a monthly basis. Invoices shall be organized so that services associated with each construction phase are clearly identified in separate detailed

<sup>1</sup> Pursuant to Section 8 of the VIHFA's Procurement Policy, a performance and payment bonds are required for construction contracts exceeding \$500,000.00.

Contractor: 

Authority: 

listings of charges. 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 invoice approval and acceptance of work after the inspections noted in Paragraph(s) 37 and 38.

(a) **INDEMNIFICATION:** Should the Contractor, after receipt of payment of invoices by the Authority not timely 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 by way of example workmen, laborers, furnishers of materials, machinery, equipment and fixtures, then Contractor agrees to indemnify the Authority for such payment(s). Timely payments from Contractor to its subcontractors shall mean within ten (10) business days of receiving payment from the Authority. Pursuant to Paragraph 16(b), Contractor shall obtain an executed lien waiver 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.

7. **WORKMANSHIP/WARRANTY:** The Contractor will complete all work in a substantial and workmanlike manner according to standards and practices in the Contractor's trade for the construction work to be performed. The work shall conform to all applicable codes and regulations which apply to the work to be performed whether or not covered by the specifications and drawings for the work. The 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 labor for a period of One (1) year from the date of completion and upon acceptance of the work by Homeowner and the Authority.

8. **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 Authority'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 therefor, the Contractor shall forthwith make good such defect in a manner satisfactory to the Authority's Project Manager, and shall replace at its own expense damaged or unsuitable materials with the new material of satisfactory quality.

9. **COMPLETION & EXTENSION OF CONTRACT WORK:** The Contract shall be completed on or before the date of completion as set forth in Appendix(s) B and C; and the Authority has accepted all work. 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. All Change Orders shall be in writing and shall be submitted to the Authority for approval prior to undertaking the additional work. No allowance shall be made for unauthorized delays or suspension of the work.

10. **ADDITIONAL WORK:** The Authority, Homeowner and Contractor understand that Program funds are solely for the work authorized by the Program and described in Appendix(s) B and C; and shall not be used for other purposes or improvements on the Property that are not part of the Project. Additional

Contractor: 

Authority: 

work agreed upon by the Homeowner and Contractor shall not be initiated until after all work identified in the Scope of Work has been completed and passed final inspection.

11. **MOLD ASSESSMENT AND REMEDIATION:** Mold assessment will be performed by general contractors procured through the mini-bid process. A visual inspection is the most important initial step in identifying a possible mold problem and in determining remedial strategies. Visual inspections should also include observations of hidden areas where damages may be present, such as crawl spaces, attics, and behind wallboard to the extent feasible without destructive testing or removal of apparently undamaged building materials. The extent of any water damage and mold growth should be visually assessed and the affected building materials identified.

Areas where mold was, or is, identified as part of the initial site inspection (ISI), the Walk Through or during construction will be required to be remediated by the general contractors. If a visual inspection by the general contractor reveals the presence of mold, photographs should be provided to substantiate the claim and then remediated .

(a) **REMEDICATION:** Currently there are no governmental standards pertaining to acceptable levels of indoor airborne mold spores and structures. Mold is present everywhere in the environment. For all projects, identified moisture sources should be eliminated prior to further remediation. Post remediation dehumidification may be necessary to dry the remaining structural framing materials prior to any rehabilitation. In cases where this occurs the general contractors will incorporate the cost into the bid proposal. Materials harboring mold are expected to be cleaned or replaced by the general contractor.

12. **ACCEPTANCE OF PLANS AND CONSENT TO PERFORM THE PROJECT:** Contractor hereby acknowledges that it has been presented the Scope of Work ("SOW") for the Project. Contractor has fully reviewed the SOW, which specifies the construction and other activities, such as environmental mitigation, to be conducted by Contractor on the Property. Contractor acknowledges and agrees that it shall not add tasks to the SOW unless authorized by the Authority.

13. **CONTRACTOR'S REPRESENTATIONS:** The Contractor warrants that it is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the Contract. Contractor further represents that it is fully equipped, competent, and capable of performing the work and is available to perform such work.

The Contractor warrants that it is eligible to receive contract awards using federally appropriated funds and that it is not suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder, a copy of which shall be provided to the Authority upon execution. 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 any progress payments heretofore made.

Contractor: 

Authority: 

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

The Contractor represents, warrants, and covenants as follows:

- (a) Contractor is duly organized and existing and authorized, qualified and licensed to do business in the United States Virgin Islands.
- (b) Contractor will, during the construction period of the project, remain a General Contractor, engaged in the business of construction, will 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.
- (c) Contractor 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.
- (d) 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.
- (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 necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.
- (f) 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.

**15. CONDITION OF PREMISES:** The Contractor agrees to keep the Premises orderly, and to remove daily all debris as needed during the Project in order to maintain safe working conditions and leave the area in a neat and clean condition. The 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.

**16. CONTRACTOR, MATERIALMEN OR MECHANICS' LIENS:** Neither Homeowner nor the Authority will suffer or permit any mechanics' or materialmen's liens to be filed or otherwise asserted against the Property or 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

Contractor: 

Authority: 



**inform all persons or entities of such strict prohibition. Contractor is responsible for the removal, and any associated expense involved therewith, of any lien placed on the subject Property 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.**

Additionally, pursuant to V.I. Code Title 28, Chapter 12, Section 254 "a construction lien does not exist ... for work, services, materials, or equipment, in connection with the improvement of a residential dwelling under an emergency home repair program property or other home-repair or construction program administered by the Government of the Virgin Islands or any instrumentality of the Government of the Virgin Islands.

(b) **LIEN WAIVERS:** The Contractor agrees to protect, defend and indemnify the Authority from any claims for unpaid work, labor or materials with respect to the Contractor's performance under this Contract and shall execute a Lien Waiver, from both the Contractor and all subcontractors, upon receipt of each payment. Final payment shall not be due until the Contractor has delivered to the Authority a complete release of all liens for work completed arising out of Contractor's Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Authority indemnifying the Authority and the Homowner against any and all liens.

17. **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.

18. **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.

19. **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. Contractor shall be entitled to an equitable adjustment in Work Order schedules and unit prices in the foregoing circumstances.

Contractor:     

Authority: 

20. **INDEMNITY AND LIMITATION OF LIABILITY:** Contractor shall be fully liable for the actions of its agents, employees, partners or sub-contractors and shall fully indemnify and hold harmless the Authority, its Board of Directors, agents and employees, from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, its agents, employees, partners or sub-contractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authority.

Contractor shall agree to defend, indemnify and hold the Authority harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges, and expense (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 the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of the Authority. Contractor shall provide the Authority a copy of Contractor's insurance binder evidencing coverage for liability and personal injury.

Contractor will indemnify, defend and hold the Authority, its Board of Directors, agents and employees, harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs for infringement of a United States Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Authority shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Authority or its Board of Directors, agents and employees may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Authority shall require.

Unless otherwise specifically enumerated herein or in the Work Order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the Party has been advised of the possibility of such damages. Neither Party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The Authority may, in addition to other remedies available at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, or costs asserted by or against them.

21. **WORKMENS' COMPENSATION.** The Contractor shall provide Workmens' Compensation Insurance coverage for all employees involved in the performance of this Contract.

Contractor: 

Authority: 

22. **INSURANCE AND BONDING:** The Contractor shall maintain liability insurance in the amount of \$300,000 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.

(a) **VERIFICATION OF COVERAGE:** Contractor shall furnish The Authority with certificates of insurance reflecting proof of required coverage, the certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, the certificates are to be received and approved by the Authority before work commences.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Authority 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.

Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements the Authority herein. The Authority reserves the right to request copies of subcontractor's certificates at any time.

23. **SUB-CONTRACTOR:** Contractor may enter into one layer of subcontracts with third parties ("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 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.

24. **ASSIGNMENT OF THE PROJECT:** The Contractor shall not subcontract or assign this project without the prior written consent of the Authority.

25. **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.

Contractor: 

Authority: 

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 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 will have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

(a) **TERMINATION FOR CAUSE:** Except as hereafter provided, the Authority shall have the immediate and automatic right to terminate this Agreement upon the occurrence by Contractor of a material breach of any term, condition, representation, warranty or covenant of this Agreement, or the Proposal. A material breach shall include, but not be limited to, the following, if applicable: (1) submission to the Authority of reports which are incorrect or incomplete in any material respect; (2) debarment, or the threat thereof, by any federal or local government agency or department; (3) failure to pay creditors and subcontractors which may cause the placement of liens on the Authority's property; (4) failure to maintain any bonds and insurance if required under this Agreement; (5) offering of bribes, threatening or abuse of program participants or failure to comply with applicable federal or local requirements; (6) abandonment of the Project by Contractor for a period of seven (7) days; (7) failure to diligently obtain skill specific permits and approvals for the Project; (8) if the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of creditors, or if a trustee or receiver is appointed on account of its insolvency; (9) if the Contractor persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials; (10) failure to correct work which is not in accordance with the final construction drawings and specifications; or (11) persistent disregard of the laws, rules, regulations or orders of any public authority having jurisdiction; (12) failure to utilize industry standards in a method or installation; (13) failure to comply with the approved Scope of Work by adding items without approval or by failing to provide materials and/or workmanship in accordance with the Plan; and (14) failure to adhere to standards and practices of phases within the Project.

(b) **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 affected 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 thirty (30) days notice.

28. **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.

29. **FALSE CLAIMS:**

Contractor: 

Authority: 

- (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 Virgin Islands law.
- (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.

30. **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.

31. **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.

32. **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 Authority at the following address: Virgin Islands Housing Finance Authority, 3202 Demarara Plaza, Suite 200, St. Thomas 00802.

33. **FEDERAL LABOR STANDARDS PROVISIONS:** 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 and cancelled checks to the Authority.

34. **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

Contractor: 

Authority: 

question relative to the archaeological value or historic designation of the site in general or any specific features on the site, it shall seek guidance from the Division of Historic Preservation of the Department of Planning and Natural Resources before undertaking any work.

35. **CONFLICT OF INTEREST:** 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.

36. **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 Contractor 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.

37. **PRELIMINARY INSPECTION(S):** All work will be subject to periodic inspections by the Authority or the Authority's designee. Prior to request for final inspection, the Contractor shall notify the Authority'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.

38. **FINAL INSPECTION:** The Scope of Work shall be considered complete upon acceptance by the Authority after a final inspection conducted by the Homeowner and the Authority.

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

40. **AMENDMENTS**

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

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

Contractor: 

Authority: 

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

41. **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:

Authority: Virgin Islands Housing Finance Authority  
3202 Demarara Plaza, Suite 200,  
St. Thomas U.S. Virgin Islands 00802  
Attention: Daryl Griffith, Executive Director

Contractor: Energy Efficient  
P.O. Box 1746  
Kingshill, St. Croix, U.S.V.I. 00851  
Attention: Christopher Rydrych

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.

42. **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.

(a) **GROSS RECEIPT TAXES:** Title 33 V.I.C. Ch.3, §44, as amended<sup>2</sup>, requires the Authority, when making a payment under this Contract, to deduct and withhold from such payments, gross receipts taxes as required by law at 33 VIC 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, the Authority shall withhold and forward to the Virgin Islands

<sup>2</sup> (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.

Contractor: 

Authority: 

Bureau of Internal Revenue ("VIBIR") such amount as required by the law at 33 VIC 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. The Authority 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 any overpayment or underpayment is made to the VIBIR, the Contractor shall resolve such matter with VIBIR and inform the Authority of the resolution thereof.

43. **GOVERNING LAW AND VENUE:** This Contract shall be governed by and construed in accordance with the laws of the Territory of the United States Virgin Islands and venue shall be in the United States Virgin Islands. Venue for any action between the Authority and Contractor which relates to this Contract shall be in the United States Virgin Islands.

44. **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.

45. **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.

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

47. **FEDERAL CROSS CUTTING MEASURES:** All contracts to be funded under the CDBG-DR program requires the inclusion of federal cross-cutting requirements as part of the conditions of the contract. These federal cross-cutting requirements are attached hereto as Appendix "A".

Contractor: 

Authority: 



IN WITNESS WHEREOF, the parties intending to be legally bound hereby, caused these presents to be executed as of the day and date first above written.

WITNESSES:

CONTRACTOR:  
ENERGY EFFICIENT BUILDERS LLC

[Signature]  
Signature  
TYRONE WOODLEY  
Print Name

[Signature]  
Chris Rydrych, Chief Manager  
DATE: 1-25-21

WITNESSES:  
[Signature]  
Signature  
MIDAN SADDLER  
Print Name

ACKNOWLEDGMENT

TERRITORY OF THE U.S. VIRGIN ISLANDS )  
DISTRICT OF St. Thomas ) ss:  
)

On this 25 day of January, 2021, before me, the undersigned officer, personally appeared Chris Rydrych, who acknowledged himself to be the person whose name is subscribed to the within trust agreement, being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of **ENERGY EFFICIENT BUILDERS LLC**.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

[Signature]  
Notary Public

Commission Expires:

NOTARY PUBLIC  
Name: Charmaine A. Duncan  
My Commission Exp: March 8, 2021  
NP Commission #: NP-17-17  
St. Thomas/St. John, USVI District

Contractor: [Signature]

Authority: \_\_\_\_\_

Reviewed for Legal Sufficiency:  
  
Denise Rhymor  
Denise Rhymor, Esq.  
  
Dated: 4th day of February, 2021

WITNESSES:

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

Nickel Davis  
Signature  
Nickel Davis  
Print Name

Daryl Griffith  
Daryl Griffith, Executive Director  
DATE: 2/12/2021

WITNESSES:

Wendy Armstrong  
Signature  
Wendy Armstrong  
Print Name

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS )

) ss:

DIVISION OF ST. CROIX )

On this 12<sup>th</sup> day of February, 2021, before me, the undersigned officer, personally appeared DARYL GRIFFITH, who acknowledged himself to be the Executive Director of the Virgin Islands Housing Finance Authority, being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority as Executive Director.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Contractor: [Signature]

Flavia E. Logie  
Notary Public  
Commission Expires:  
**NOTARY PUBLIC**  
Flavia E. Logie, Esq.  
Commission Exp. October 19, 2022 Priority: \_\_\_\_\_  
LNP-38-18

*Attachments:*

**Appendix A: HUD Federal Cross Cutting Methods**

**Appendix B: Property Address and Scope of Work**

**Appendix C: Finish Selection Form**

*Contractor:*     *N*    

*Authority:* \_\_\_\_\_

**DURATION OF PROJECT** 60 **DAYS**  
**COMPANY NAME** Energy Efficient Builders LLC  
**PHONE** 952 393 4268  
**EMAIL** chris@eebvi.com

**NAME /TITLE** \_\_\_\_\_  
**RFB#** \_\_\_\_\_  
**DATE** \_\_\_\_\_

**Property:** 877 Estate Williams Delight  
 Frederiksted, VI 00840



**Applicant Number:** VI-HRR-01212

**PROPERTY DESCRIPTION**

The house is a single story, site built, CMU block framed structure covered with plaster. The roof covering is corrugated metal over a felt base sheet with galvanized flashing and wood sheathing. The electrical system appears to be 200 amp with overhead service. The meter was replaced by WAPA. The plumbing system consists of a cistern that is supplied by the homes gutter system. There was no storm debris accumulation on the property.

**DAMAGE DESCRIPTION ACCORDING TO THE APPLICANT**

The house roof is leaking in multiple rooms and some doors and a ceiling fan were water damaged. Some window operators are not working and the tub in the bathroom needs to be replaced. The kitchen cabinets sustained water damages as well and the cistern pump is not working.

**DAMAGE OBSERVED BY THE ASSESSOR**

The house is leaking at the roof in multiple rooms, which has affected doors, cabinets, electrical and a ceiling fan. Window operators are inoperative and the bathroom tub and medicine cabinet are damaged.

**REPAIRS NEEDED ACCORDING TO THE APPLICANT**

The roof needs to be repaired or replaced and the affected doors, cabinets and windows either need repaired or replaced as well.

**NEEDED REPAIRS OBSERVED BY THE ASSESSOR**

The roof is in need of replacement as well as about four rafters located in the living room. There are water damaged doors and cabinets that need to be replaced, as well as the medicine cabinet and the tub in the bathroom. The cistern pump is not working and multiple rooms need window operators. Also need to install a CO detector in the living room. Three areas of cracks in the exterior plaster exist on the right elevation. There are water damaged doors and cabinets that need replaced. The plaster will need to be patched on the lower portion of the elevations and all of the exterior will need to be painted . All items not included in the estimate are not considered to be storm related. See the estimate for details.

**PRIORITY OF REPAIRS**

When insufficient funds are available to complete the entire scope of work described in this Estimated Cost of Repair (ECR), the generalized prioritization of storm related repairs for this property is first the restoration of the weatherproof integrity of the structure, followed by the restoration of the structure's security, plumbing system, electrical system, HVAC system, thermal components, completion of the interior, and then any other remaining repairs. The determination to proceed with partial repairs will require additional coordination between the Construction Manager and Contractor to identify repairs that should be performed with available funds.

**ENVIRONMENTAL NOTES**

Homes are assumed to have mold. Contractors are tasked with completing a mold inspection of the property. If mold is identified, pictures should be taken to document the presence of mold. Contractors are then asked to clean surfaces identified with mold contamination. Clean-up should follow EPA guidelines which can be found on EPA's website. Pictures should be taken after to document mold clean-up.

**VI-HRR-01212-ECR**

**Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Epoxy injection - stucco repair (per LF of crack) This will provide for the repair of the stucco	30.00 LF @	41.15	\$1,234.50
2. Structural engineer residential evaluation fee	1.00 EA @	700.00	\$700.00
3. Exterior - paint two coats After the stucco is repaired, this will allow to paint the exterior of the home	1,220.00 SF @	2.38	\$2,903.60
4. Prime & paint exterior soffit - wood	244.00 SF @	2.73	\$666.12
5. Prime & paint exterior fascia - wood, 4"- 6" wide	124.00 LF @	2.13	\$264.12

**Roof**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b>ROOF FRAMING</b>			
6. Simpson H1 Hurricane Ties Simpson LS50 Angle 48+Simpson H1 Hurricane ties 28= 76 each	72.00 EA @	6.19	\$445.68

ROOFING

7. Neoprene pipe jack flashing for metal roofing	2.00 EA @	81.98	\$163.96
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<b>Level 1</b>			
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>

PLUMBING

8. Jet well pump - 1/2 hp - pump & motor	1.00 EA @	949.19	\$949.19
--	-----------	--------	----------

<b>Kitchen</b>			
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>

CABINETRY

9. Cabinetry - lower (base) units	16.00 LF @	325.58	\$5,209.28
10. Countertop - flat laid plastic laminate	16.00 LF @	41.51	\$664.16
11. Cabinetry - upper (wall) units	12.00 LF @	399.76	\$4,797.12

PLUMBING

12. Sink - double - Detach & reset	1.00 EA @	177.21	\$177.21
13. P-trap assembly - ABS (plastic)	1.00 EA @	68.71	\$68.71

WALLS & CEILINGS

14. Seal/prime then paint the surface area twice (3 coats)	98.25 SF @	2.38	\$233.84
--	------------	------	----------

WINDOW ADD-ON

15. Window Operator and Handle	1.00 EA @	120.83	\$120.83
--------------------------------	-----------	--------	----------

<b>Dining Room</b>			
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>

WALLS & CEILINGS

16. Seal/prime then paint the surface area twice (3 coats)	98.25 SF @	2.38	\$233.84
--	------------	------	----------

WINDOW ADD-ON

17. Window Operator and Handle	1.00 EA @	120.83	\$120.83
--------------------------------	-----------	--------	----------

<b>Bathroom</b>			
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>

DOORS

18. Interior door -slab only	1.00 EA @	154.90	\$154.90
19. Paint door trim & jamb - 2 coats (per side)	2.00 EA @	18.41	\$36.82
20. Door knob - interior	1.00 EA @	102.20	\$102.20

WALLS & CEILINGS

21. Seal/prime then paint the ceiling twice (3 coats)	54.58 SF @	2.38	\$129.90
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<b>Bedroom</b>			
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>

WALLS & CEILINGS

22. Seal/prime then paint the surface area twice (3 coats)	116.44 SF @	2.38	\$277.13
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WINDOW ADD-ON

23. Window Operator and Handle	1.00 EA @	120.83	\$120.83
24. Plaster patch / small repair - ready for paint	1.00 EA @	226.38	\$226.38

ELECTRICAL

25. Smoke detector - Standard grade	1.00 EA @	70.57	\$70.57
26. 110 volt copper wiring run and box - rough in only	1.00 EA @	140.21	\$140.21

<b>Closet 1</b>			
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>

WALLS & CEILINGS

27. Seal/prime then paint the surface area twice (3 coats)	22.00 SF @	2.38	\$52.36
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<b>Porch</b>			
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>

WALLS & CEILINGS

28. Seal/prime then paint the surface area twice (3 coats)	98.00 SF @	2.38	\$233.24
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<b>Living Room</b>			
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>

ELECTRICAL

29. Carbon monoxide detector	1.00 EA @	121.53	\$121.53
WALLS & CEILINGS			
30. Seal/prime then paint the ceiling twice (3 coats)	154.50 SF @	2.38	\$367.71

**Hallway**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
WALLS & CEILINGS			
31. Seal/prime then paint the ceiling twice (3 coats)	25.50 SF @	2.38	\$60.69

**Bedroom 2**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
WALLS & CEILINGS			
32. Seal/prime then paint the ceiling twice (3 coats)	170.67 SF @	2.38	\$406.19
33. Plaster patch / small repair - ready for paint	1.00 EA @	226.38	\$226.38
ELECTRICAL			
34. Smoke detector - Standard grade	1.00 EA @	70.57	\$70.57
35. 110 volt copper wiring run and box - rough in only	1.00 EA @	140.21	\$140.21

**Environmental**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
36. Mold Remediation - Clean and apply anti-microbial agent to existing surfaces	4,561.00 SF @	0.42	\$1,915.62

**Debris Removal**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
DEBRIS REMOVAL			
47. Dumpster load - Approx. 30 yards, 7-8 tons of debris	1.00 EA @	1078.00	\$1,078.00

**GRAND TOTAL**      \$24,884.42

SIGNATURES:

*Chris Rydrych*  
  
 CONTRACTOR

 **Cynthia Allen**    1.20.2021  
 VIHFA-DR/SR. CONSTRUCTION MGR.

# CLIENT BUDGET FORM

Check one:  **New**  **Revision** *(If revision, complete revision number and date)*  **LMI**  **UN**

Revision Number:

Revision Date:

FORM: CDBGDR-CBDGT-05-11-20

SECTION I: CLIENT INFORMATION			
Client Name:			
Property Address	877 Estate Williams Frederiksted		
Island:	St. Croix		
Units:	1	Max Award	\$ 250,000.00

SECTION II: GRANT AWARD INFORMATION	
CDBG-DR Grant	
Client Number:	VI-HRR-01212
Start Date:	
Estimated End Date:	

SECTION III: Contractor(s) Assigned		
J & P Construction, LLC	8315048787	

PROGRAM: (Select One)	
<input checked="" type="checkbox"/> HRRP-Housing Reconstruction and Rehab Program	
<input type="checkbox"/> RRRP-Rental Reconstruction and Rehab Program	
Estimated Duration	Days

SECTION IV: BUDGET	Budgeted Amount	Revision 1	Revision 2	Revision 3	Total Budget
<b>Escrow</b>					
DOB	\$ -	\$ -	\$ -	\$ -	\$ -
Buy-In (Exceeds Cap)	\$ -	\$ -	\$ -	\$ -	\$ -
Buy-In (Associated Fees)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Escrow</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Direct Cost</b>					
Construction	\$ 24,884.42	\$ -	\$ -	\$ -	\$ 24,884.42
Environmental Remediation (Asbestos/Lead)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Direct Cost</b>	\$ 24,884.42	\$ -	\$ -	\$ -	\$ 24,884.42
Mobilization	\$ 2,488.44	\$ -	\$ -	\$ -	\$ 2,488.44
<b>Activity Delivery (ADC)</b>					
Construction - Architectural Drawings	\$ -	\$ -	\$ -	\$ -	\$ -
Construction - Permitting and Fees	\$ 191.45	\$ -	\$ -	\$ -	\$ 191.45
Environmental - Assessments (Multi-family)	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental - Testing	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental - Clearance	\$ -	\$ -	\$ -	\$ -	\$ -
Relocation - Rent Delta	\$ -	\$ -	\$ -	\$ -	\$ -
Relocation - Moving	\$ -	\$ -	\$ -	\$ -	\$ -
Relocation - Storage	\$ -	\$ -	\$ -	\$ -	\$ -
Relocation - Associated Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Affordability Period - Recordation Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Fees (Heirship)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Activity Delivery Cost</b>	\$ 191.45	\$ -	\$ -	\$ -	\$ 191.45
<b>TOTAL Project Cost</b>	\$ 25,075.87	\$ -	\$ -	\$ -	\$ 25,075.87

Total CDBG-DR Funding					
TOTAL	\$ 25,075.87	\$ -	\$ -	\$ -	\$ 25,075.87

**SECTION V: Comments**

Program Manager:  Print Name

Signature:

Date:

CDRO:  Print Name

Signature:

Date:

Assistant Director:

Signature:

Date:

**Virgin Islands Housing Finance Authority  
ENVISION TOMORROW PROGRAM**

**PROJECT SCHEDULE OF VALUES - PAYMENT REQUEST DETAIL SHEET**

<b>Owner:</b> Simone Harlow 877 Estate Williams Delight Frederiksted, St. Croix VI 00840								<b>CONTRACT DATE:</b>				
<b>Contractor:</b> Energy Efficient Builders, LLC								<b>APPLICATION NO.:</b>		#1 (Mobilization)		
								<b>APPLICATION DATED:</b>				
								<b>FROM:</b>				
								<b>TO:</b>				
								<b>PROJECT NAME/NO:</b>		VI-HRR-01212		
								<b>PROJECT LOCATION</b>		St. Croix, USVI		
A	B	C	D	E	F G		H	I		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	Change Order Amount	Adjusted Contract Amount (C+D)	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN F OR G)	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	% (I+C)	BALANCE TO FINISH (C-I)	RETAINAGE (IF VARIABLE RATE)	
					FROM PREVIOUS APPLICATION (F + G)	THIS PERIOD						
Div. 0	<b>Procurement and Contracting Requirements</b>											
		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	10%	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	10%	
	<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 1	<b>General Requirements</b>											
1	Dumpster (30 Yard)	\$ 1,078.00	\$ -	\$ 1,078.00	\$ 107.80	\$ -	\$ -	\$ 107.80	10.00%	\$ 970.20	10%	
2	Mold Remediation & Cleaning	\$ 1,915.62	\$ -	\$ 1,915.62	\$ 191.56	\$ -	\$ -	\$ 191.56	10.00%	\$ 1,724.06	10%	
3	Structural Engineer Evaluation	\$ 700.00	\$ -	\$ 700.00	\$ 70.00	\$ -	\$ -	\$ 70.00	10.00%	\$ 630	10%	
	<b>Total</b>	\$ 3,693.62	\$ -	\$ 3,693.62	\$ 369.36	\$ -	\$ -	\$ 369.36	10.00%	\$ 2,694.26		
Div. 2	<b>Sitework</b>											
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	10%	
	<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 3	<b>Concrete</b>											
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	10%	
	<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -		
Div. 4	<b>Masonry</b>											
6	Plaster Repair	\$ 1,687.26	\$ -	\$ 1,687.26	\$ 168.73	\$ -	\$ -	\$ 168.73	10.00%	\$ 1,519	10%	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	10%	
	<b>Total</b>	\$ 1,687.26	\$ -	\$ 1,687.26	\$ 168.73	\$ -	\$ -	\$ 168.73	10.00%	\$ 1,518.53		
Div. 5	<b>Metals</b>											
	Hurricane Ties	\$ 445.68	\$ -	\$ 445.68	\$ 44.57	\$ -	\$ -	\$ 44.57	10.00%	\$ 401.11	10%	
	<b>Total</b>	\$ 445.68	\$ -	\$ 445.68	\$ 44.57	\$ -	\$ -	\$ 44.57	10.00%	\$ 401.11		
Div. 6	<b>Wood, Plastics, and Composites</b>											
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	10%	
	<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 7	<b>Thermal &amp; Moisture Protection</b>											
	Neoprene Pipe Jacks (Roof)	\$ 163.96	\$ -	\$ 163.96	\$ 16.40	\$ -	\$ -	\$ 16.40	10.00%	\$ 147.56	10%	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
	<b>Total</b>	\$ 163.96	\$ -	\$ 163.96	\$ 16.40	\$ -	\$ -	\$ 16.40	10.00%	\$ 147.56		
Div. 8	<b>Openings (Windows &amp; Doors)</b>											
10	Window Operators	\$ 362.49	\$ -	\$ 362.49	\$ 36.25	\$ -	\$ -	\$ 36.25	10.00%	\$ 326.24	10%	
11	Interior Doors	\$ 154.90	\$ -	\$ 154.90	\$ 15.49	\$ -	\$ -	\$ 15.49	10.00%	\$ 139.41	10%	
12	Door Hardware	\$ 102.20	\$ -	\$ 102.20	\$ 10.22	\$ -	\$ -	\$ 10.22	10.00%	\$ 91.98	10%	
	<b>Total</b>	\$ 619.59	\$ -	\$ 619.59	\$ 61.96	\$ -	\$ -	\$ 61.96	10.00%	\$ 557.63		



Div. 9	Finishes											
13	Exterior Paint	\$ 3,833.84		\$ 3,833.84	\$ 383.38	\$ -	\$ -	\$ 383.38	10.00%	\$ 3,450.46	10%	
14	Interior Paint	\$ 2,031.72		\$ 2,031.72	\$ 203.17	\$ -	\$ -	\$ 203.17	10.00%	\$ 1,828.55	10%	
	<b>Total</b>	<b>\$ 5,865.56</b>	<b>\$ -</b>	<b>\$ 5,865.56</b>	<b>\$ 586.56</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 586.56</b>	<b>10.00%</b>	<b>\$ 5,279.00</b>		
Div. 10	Specialties											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
	<b>Total</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>		
Div. 11	Equipment											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
	<b>Total</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>		
Div. 12	Furnishings											
16	Cabinetry	\$ 10,670.56		\$ 10,670.56	\$ 1,067.06	\$ -	\$ -	\$ 1,067.06	10.00%	\$ 9,603.50	10%	
	<b>Total</b>	<b>\$ 10,670.56</b>	<b>\$ -</b>	<b>\$ 10,670.56</b>	<b>\$ 1,067.06</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,067.06</b>	<b>10.00%</b>	<b>\$ 9,603.50</b>		
Div. 13	Special Construction											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
	<b>Total</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>		
Div. 14	Special Construction											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
	<b>Total</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>		
Div. 15	Reserved For Future Expansion											
Div. 16	Reserved For Future Expansion											
Div. 17	Reserved For Future Expansion											
Div. 18	Reserved For Future Expansion											
Div. 19	Reserved For Future Expansion											
Div. 20	Mechanical Support											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	10%	
	<b>Total</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>		
Div. 21	Fire Suppression											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	10%	
	<b>Total</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>		
Div. 22	Plumbing											
17	Plumbing Rough-In	\$ 68.71		\$ 68.71	\$ 6.87	\$ -	\$ -	\$ 6.87	10.00%	\$ 61.84	10%	
	Plumbing Fixtures	\$ 177.21		\$ 177.21	\$ 17.72	\$ -	\$ -	\$ 17.72	10.00%	\$ 159.49	10%	
	Plumbing Equipment	\$ 949.18		\$ 949.18	\$ 94.92	\$ -	\$ -	\$ 94.92	10.00%	\$ 854.26	10%	
	<b>Total</b>	<b>\$ 1,195.10</b>	<b>\$ -</b>	<b>\$ 1,195.10</b>	<b>\$ 119.51</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 119.51</b>	<b>10.00%</b>	<b>\$ 1,075.59</b>		
Div. 23	Mechanical											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	10%	
	<b>Total</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>		
Div. 24	Reserved For Future Expansion											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	10%	
	<b>Total</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>		
Div. 25	Integrated Automation											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	10%	
	<b>Total</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>		
Div. 26	Electrical Power											
18	Electrical Rough-in	\$ 280.42		\$ 280.42	\$ 28.04	\$ -	\$ -	\$ 28.04	10.00%	\$ 252.38	10%	
19	Electrical Devices	\$ 262.67		\$ 262.67	\$ 26.27	\$ -	\$ -	\$ 26.27	10.00%	\$ 236.40	10%	
	<b>Total</b>	<b>\$ 543.09</b>	<b>\$ -</b>	<b>\$ 543.09</b>	<b>\$ 54.31</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 54.31</b>	<b>10.00%</b>	<b>\$ 488.78</b>		
Div. 27	Communications											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	10%	
	<b>Total</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>		

Div. 28	Electronic Safety & Security											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 29	Reserved For Future Expansion											
Div. 30	Reserved For Future Expansion											
Div. 31	Earthwork											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 32	Exterior Improvements											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 33	Utilities											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 34	Transportation											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 35	Waterways and Marine Construction											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 36	Reserved For Future Expansion											
Div. 37	Reserved For Future Expansion											
Div. 38	Reserved For Future Expansion											
Div. 39	Reserved For Future Expansion											
Div. 40	Process Interconnections											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 41	Material Processing and Handling Equipment											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 42	Process Heating, Cooling, and Drying Equipment											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 43	Process Gas and Liquid Handling, Purification and Storage Equipment											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 44	Pollution Control Equipment											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 45	Industry-Specific Manufacturing Equipment											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 46	Water and Wastewater Equipment											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 47	Reserved For Future Expansion											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 48	Electrical Power Generation											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Div. 49	Reserved For Future Expansion											
		\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		10%
	<b>Total</b>	\$ -			\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
	<b>GRAND TOTALS</b>	\$ 24,884.42	\$ -	\$ 24,884.42	\$ 2,488.44	\$ -	\$ -	\$ 2,488.44	10.00%	\$ 21,765.98		10.00%

