



# INVOICE

Date	Invoice #
12/8/2009	12416

[Redacted]

**Bill To**  
 Alvin White / LSJ  
 6100 Red Hook Qtrs B3  
 St. Thomas, VI 00802

**Ship To**  
 Alvin White / LSJ  
 % Tropical Shipping Attn: BI  
 [Redacted]

S.O. #	P. O. #	Terms	Ship Via
5364	003	Credit Card	FedEx Gro...

Item	Description	Ordered	Prev. Invoiced	Qty	Price	Amount
ML-13-NCR	ML-13-NCR Manhole Step	48	0	48	12.75	612.00
Freight-St...	Potable Water					
	Freight Charges for Manhole Steps	1	0	1	45.00	45.00
	MADE IN THE U.S.A.					

Thank You For Your Order !	<b>Subtotal</b>	\$657.00
	<b>Sales Tax (6.0%)</b>	\$0.00
	<b>Total</b>	\$657.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$657.00

**Remit To Address:**  
 [Redacted]  
 [Redacted]  
 Tel: [Redacted] Fax: [Redacted]  
 email: [Redacted]

LSJ-1010  
 10-281

LSJ, LLC CONSTRUCTION  
Subcontractor Payout

December 7, 2009

Project: Mech. Desal #1010  
Trade: CIP step inserts

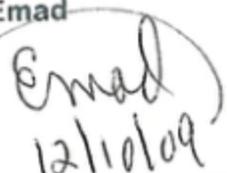
Requisition #1

Subcontractor American Step Co., Inc

Insurance expiration: January 0, 1900

Invoice #	Requisition #1	Partial	Final
Phase #	10-281	-	X

Original Contract Sum:		\$657.00
Change Orders Submitted & Approved:		\$0.00
New Change Orders:		\$0.00
Total Work Contracted to Date:		\$657.00
Total Work Completed to Date:	100%	\$657.00
Less Retainage:		\$0.00
Total Payments Made to Date:		\$0.00
Total Current Payment Due:		\$657.00
<b>Balance to Finish including Retainage:</b>		\$0.00
<u>Sales Tax Liability:</u>		
a. Subcontractor/Supplier is liable, explain <b>install only / tax included in contract</b>		
b. Non-resident Subcontractor/Supplier Bond Applicable:		
c. Use Tax to be paid by our company:		
d. Shipping		None
Total Outlays for this contract incl. Sales or Use Tax:		\$657.00

<p><b>JEE approval attached</b></p> <p>YES                      NO</p> <p>                                    X</p>		<p><b>Invoice Attached</b></p> <p>YES                      NO</p> <p>X                              </p>	
<p>Submitted Bill</p> <p>Signed: </p> <p>Date: December 7, 2009</p>		<p>Approved by: Gary </p> <p>Signed:</p> <p>Date:</p>	
<p>Approved by: Emad </p> <p>Signed: Emad</p> <p>Date: 12/10/09</p>		<p>Approved by:</p> <p>Signed:</p> <p>Date:</p>	



## Purchase Order

LSJ, LLC Construction  
 6100 Red Hook Quarter, Suite B3  
 St. Thomas, VI 00802



Vendor: American Step Company, Inc [Redacted]	Purchase Order No: 003
Fax No.: 1 [Redacted]	Order Date: 07 December 2009
Tel No.: 1 [Redacted]	Contract Number:
Vendor No.:	Project Number: 1010
Architect or Engineer:	Project Name: Little St. James Mechanical Desal
Shipping Address: Alvin White / LSJ % Tropical Shipping Attn: BI [Redacted] Attn: Terese Rivers	Billing Address: Alvin White / LSJ 6100 Red Hook Qtrs B3 St. Thomas, VI 00802
Shipping Instructions: F.O.B. Above address  Order must be shipped by:	Plans & Specifications:
Terms: Payment due before shipping	Submittals due by: <b>MSDS with shipment</b>

Please enter our order subject to the terms and conditions herein. Ship no goods without an itemized packing slip, which includes Purchase Order number, Project number and Vendor's name. Purchase Order number and Project number must appear on all Invoices.

**IMPORTANT:** The Terms and Conditions on the reverse side are hereby incorporated into this order and the Vendor expressly acknowledges their acceptance.

Qty	Unit	Cost Code	Description	Unit Price	Total
48	ea	10-281	ML-13-NCR potable water step inserts	\$12.75	\$ 612.00
1	tot	10-281	Freight to Riviera Beach, FL 33404	\$89.25	\$ 45.00
					\$ 657.00

Buyer: LSJ, LLC Construction as agent for the Buyer, L.S.J., LLC By:	Vendor: American Step Company, Inc.  By: _____
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## TERMS AND CONDITIONS

1. **SPECIAL TERMS.** The entity so noted on the within sheet shall act as the Buyer's Agent and, as such, shall perform certain administrative duties on behalf of the Purchaser in executing and managing the performance of this Purchase order on behalf of the Purchaser to the extent required by the nature of the transactions covered hereby. The goods, materials, and/or services being purchased hereunder shall conform strictly to the plans and specifications identified on the reverse hereof.
2. **ACCEPTANCE AND ACKNOWLEDGMENT OF CONTRACT.** If the Vendor delivers goods to the Buyer, or renders services to the Buyer in accordance with this Purchase Order, such acts shall be considered as the acceptance of an offer consisting of all terms of this Purchase Order and no other terms shall bind the buyer unless Buyer subsequently expressly agrees to such terms in writing. This Purchase Order supersedes all prior negotiations, quotations, correspondence or the like. This Purchase Order constitutes the sole and exclusive statement of the agreement of the parties. Accordingly, any limitations of remedy or damages, or any disclaimer of warranties contained in any quotations of Vendor or subsequent acknowledgment of this Purchase Order by Vendor shall be null, void and of no effect.
3. **INVOICES.** Invoices shall be rendered promptly, and prepaid charges, if applicable, shall be substantiated.
4. **SHOP DRAWINGS.** If shop drawings are requested on the reverse hereof, they must be furnished promptly in the quantity specified and are subject to the approval of the within named Architect or Engineer as well as the Buyer in accordance with the plans and specifications which are so identified. Approvals, if granted, are only as to type and/or design. Approval of shop drawings shall not be construed as authority to depart from or modify the General Contract, the plans, or the specifications which govern this transaction unless a letter outlining the proposed changes accompanies the shop drawing submittal. If shop drawings are requested, erection drawings must also be furnished in the same quantity after the shop drawings have been completely approved. Vendor shall also supply all required operation and maintenance manuals prior to payment hereunder.
5. **ASSIGNMENT.** This Purchase Order shall not be assigned without the written consent of the Buyer.
6. **GUARANTEE.** The Vendor agrees: (i) to guarantee its products against all defects of materials and/or workmanship and to repair or replace any broken, defective, malfunctioning, or unsatisfactory items to the full and complete satisfaction of the Buyer, and the Architect/Engineer; and, (ii) to guarantee or warrant its products and services to the Buyer to the full extent the Buyer is required to guarantee or warrant such products or services under the plans and specifications identified on the reverse side hereof. Vendor's guarantee under (i) above shall extend for a period of one year and shall date from the time of final acceptance of the Vendor's work by the Buyer unless a different period is specified in the plans or specifications in which case that time shall apply. Vendor's guarantee under (ii) above shall extend for the time period provided in the aforesaid plans and specifications. No payments under this Purchase Order shall be construed as acceptance of defective materials or in any way relieve the Vendor of its obligations under the Purchase Order.
7. **INDEMNIFICATION.** The Vendor shall and will indemnify and hold harmless the Buyer and the Architect/Engineer from and against any and all loss, cost damage, expense and liability by reason of injury to or death of persons whomsoever, including the Vendor's own employees, and damage to or destruction of property whatsoever, caused by an act, occurrence, omission, or neglect of the Vendor, its officers, agents, servants, employees, vendors, sub-contractors, or other persons in, upon or about the job site at the Vendor's invitation or with its express or implied consent or caused by any act, occurrence, omission, or neglect of the Vendor, or any of the foregoing, engaged by the Vendor, directly or indirectly, or functioning in the Vendor's behalf, with its express or implied consent, in carrying out or fulfilling any of the Vendor's responsibilities provided for in this Purchase Order. The enforcement of this indemnity shall not be barred by any immunity conferred by applicable workers compensation laws, which such immunity is hereby waived.
8. **DELIVERY RECEIPTS.** A delivery receipt describing the materials in complete detail together with the quantities shipped shall accompany all materials supplied under this Purchase Order. The Buyer's representative on the job site must sign this delivery slip and one copy must be given to the Buyer's representative at that time.
9. **APPLICABLE REGULATIONS.** In the hiring, promotion, transfer and discharge of employees, the Vendor hereby agrees not to discriminate against or in favor of any person because of race, color, creed, national origin, sex, or age. If applicable to this Purchase Order, the Vendor agrees to comply with all requirements of Executive Order 11246 and all rules, regulations and orders issued thereunder or pursuant thereto, and to furnish to the Buyer all required reports, information and data needed by the Buyer to comply with reporting requirements of said Executive Order.
10. **DISPUTES AND ARBITRATION.** If any dispute arises between the Buyer and the Vendor under this Purchase Order, the Vendor agrees that the Buyer, at its sole option and in its sole discretion, may elect to submit such disputes to arbitration in which such event all claims between the parties hereunder shall be subject to arbitration. Such election shall be evidenced by the filing of a demand for arbitration in accordance with the Construction Industry Rules of the American Arbitration Association and such arbitration shall then be conducted in accordance with such rules.  

This agreement to arbitrate shall be specifically enforceable under the prevailing law. The award rendered shall be final and judgment may be entered upon by any court having jurisdiction thereof.
11. **CONFORMANCE WITH PLANS AND SPECIFICATIONS.** The Vendor certifies that the goods or services being furnished under the terms of this order are in strict conformance with the plans and specifications for the project to which the goods are being furnished.
12. **PAYMENT (S).** The Vendor is required to sign and have notarized a lien release prior to receiving any payment from the Buyer.
13. **MSDS sheets** are the sole responsibility of the "Vendor" and must be delivered to Buyer prior to delivery of the items purchased with this order.

From: Abby Williams ([REDACTED])  
To: [REDACTED]  
Date: Wed, November 25, 2009 10:37:28 AM  
Subject: Quotation on Potable Water steps

Dear Bill,

The pricing for the ML-13-NCR for potable water is \$12.75 plus freight. Just let us know when you will need them.

Thank You!

Abby Williams  
American Step Company, Inc.

[REDACTED]  
Tel [REDACTED] Fax [REDACTED]  
[REDACTED]

[REDACTED]

12/7/2009

**From:** Abby Williams ([REDACTED])  
**To:** William Rowles  
**Date:** Mon, November 30, 2009 2:15:44 PM  
**Subject:** Re: Quotation on Potable Water steps

We can ship this via Fed-X ground (small packages) it is a 2 day delivery time and the cost is \$45.00. Just let me know when you would like to proceed.....

Thank You!

Abby Williams  
 American Step Company, Inc.

[REDACTED]  
 Tel [REDACTED] Fax [REDACTED]  
 [REDACTED]

----- Original Message -----

**From:** [William Rowles](#)  
**To:** [Abby Williams](#)  
**Sent:** Monday, November 30, 2009 10:32 AM  
**Subject:** Re: Quotation on Potable Water steps

Good morning Abby -

Tropical Shipping  
 Attn: BI

[REDACTED]

William Rowles

LSJ Construction, LLC  
 6100 Red Hook Quarter B3  
 St. Thomas, VI 00802

[REDACTED]  
 E-mail: [REDACTED]

ü Please consider the environment before printing this email.

[REDACTED]

12/7/2009