

LSJ CONSTRUCTION
Subcontractor Payout

Project: Flagpole / Pool #1013
Trade: Electrical

10-Jan-11

Requisition #1

Subcontractor **Michael J. Glidden Electrical Services, Inc.**

Insurance expiration: May 14, 2011

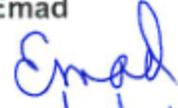
Invoice #	Requisition #1	Partial	Final
Phase #	16-000	X	

Original Contract Sum:		\$23,750.00
Change Orders Submitted & Approved:		\$0.00
New Change Orders:		\$0.00
Total Work Contracted to Date:		\$23,750.00
Total Work Completed to Date:	53%	\$12,500.00
Less Retainage:		\$0.00
Total Payments Made to Date:		\$0.00
Total Current Payment Due:		\$12,500.00
Balance to Finish including Retainage:		\$11,250.00

Sales Tax Liability:

- a. Subcontractor/Supplier is liable, explain **Labor and materials**
- b. Non-resident Subcontractor/Supplier Bond Applicable:
- c. Use Tax to be paid by our company:
- d. Shipping **incl.**

Total Outlays for this contract incl. Sales or Use Tax: \$12,500.00

JEE approval attached YES NO X	Invoice Attached YES NO X
Submitted Bill Signed:  Date: January 10, 2011	Approved by: Gary Signed:  Date: January 10, 2011
Approved by: Emad Signed:  Date: 2/2/11	Approved by: Signed: Date:

JF approved

Emad Hanna

From: Jeffrey Epstein [REDACTED]
Sent: Wednesday, February 02, 2011 3:26 PM
To: Emad Hanna
Subject: Re: Flagpole/Pool

ok

On Wed, Feb 2, 2011 at 3:21 PM, Emad Hanna <[REDACTED]> wrote:

Jeffrey,

I had Gary give me the details of Glidden's quote of \$ 23,750 for the new electrical work by the Flagpole/Pool area. I had these prices checked out and it turns out that they are actually very good.

There is no budget for this project as of yet and I need your approval to send Glidden \$ 12,500 for the 1st payment on this contract.

Thank you

Emad Hanna

Project Controller

HBRK Associates

301 East 66th St

Suite 10F

New York, NY 10065

Cell [REDACTED]

LSJ Office [REDACTED]

St. Thomas Office [REDACTED]

NY Office [REDACTED]

Fax [REDACTED]

[REDACTED]

Emad Hanna

From: Eve Febe [REDACTED]
Sent: Tuesday, January 11, 2011 1:02 PM
To: Emad Hanna
Cc: Monique Harry
Subject: Michael J. Glidden Electrical Services, Inc. Req. #01 1013
Attachments: Michael J. Glidden Electrical Services, Inc Req. #01 1013.pdf

Good Afternoon Emad,

Attachment for payment Michael J. Glidden Electrical Services, Inc. Req. #01. In the amount of \$12,500.00.
Project 1013 Code 16-000

Eve

AGREEMENT

This AGREEMENT made and entered into this 16th day of December, 2010

COMPANY: **Michael J. Glidden Electrical Services** COMPANY: **LSJ, LLC**

ADDRESS: 4716 Estate Mafolie #12
CITY: St. Thomas, USVI 00802
ATTN: Michael Glidden
PHONE: [REDACTED]

ADDRESS: 6100 Red Hook Qtrs B3
CITY: St. Thomas, USVI 00802
ATTN: William Rowles
PHONE: [REDACTED]

herein called "**Contractor**"

herein called "**Owner**"

PROJECT: **Little St. James Island
Flagpole Pool #1013**

AGREEMENT NO. 01 Cost Code: 16-000

CONTRACTOR AND OWNER hereby agree as follows:

1. THE CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplemental and other Conditions), attached hereto, if any, and the Schedules, Drawings, Specifications, and all Modifications issued subsequent thereto, if any.

SCHEDULE "A"	SCOPE OF WORK / DOCUMENTS
SCHEDULE "B"	PRICE AND PAYMENT SCHEDULE
SCHEDULE "C"	INVOICING INSTRUCTIONS AND LEGAL NOTICES

All of the foregoing form the Contract Documents and all are incorporated by reference herein, whether or not physically attached hereto.

2. INSURANCE REQUIREMENTS: The Contractor shall secure, prior to commencement of performance under this Agreement, and shall maintain at all times during the period or periods of its obligations under this Agreement, at its expense and in companies approved by Owner, the following insurance coverage, on an occurrence basis, all of which shall be non-cancelable and not subject to change in coverage except upon not less than thirty (30) days written notice to Owner at the address indicated above:

- (a) Workers' Compensation with Statutory limits of liability;
- (b) Comprehensive General Liability Insurance in an amount not less than \$1,000,000 Each Occurrence/ \$1,000,000 General Aggregate, with a sub-limit of \$5,000 Per Occurrence for Medical Payments. Coverage is to include Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Products and Completed Operations Liability, Premises Operations Liability, Contractual Liability (covering the "Hold Harmless" clause in Section 11), and Contractor's Protective Liability;
- (c) Standard USVI full coverage Comprehensive Automobile Liability, including Owned, Non-Owned, and Hired Automobiles;
- (d) Other (Builder's Risk, Performance and Payment Bonds, Etc.). Specify here:

DATE: 12/16/10

INITIAL: *MG*

DATE: 1-5-11

INITIAL: *WR*

Insurance certificates evidencing such insurance coverage shall be furnished to Owner prior to commencement of performance under this Agreement and shall name Owner as an additional insured thereunder.

3. **CHANGES AND CLARIFICATIONS:** Without invalidating this Agreement, Owner, or their respective duly authorized representatives, may at any time, by written order to Contractor, make changes in the Drawings and Specifications. Owner may, by reason of such changes, add to or reduce the Work without invalidating this Agreement. Contractor shall furnish Owner with an itemized estimate for any revision in the Work which may be requested and shall receive written authorization from Owner before proceeding with any changes in the Work. Contractor shall, during the course of the Work, notify Owner or Owner's representative, in writing, of any problem or clarification which he believes needs immediate review and resolution which is not adequately covered by the Contract documents.
4. **WARRANTIES:** The Contractor shall, at the request of and in a manner acceptable to Owner, correct any defects in workmanship or materials in the Work which appear within a period of one (1) year from the date of final acceptance by Owner.
5. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign this Agreement nor any portion thereof without first obtaining the written consent of Owner, which shall be in Owner's sole discretion. Any assignment without Owner's written consent shall be void and of no force and effect.
6. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall indemnify Owner, and the Architects and Engineers of Owner, and their agents and employees, and each of them, against and save and hold them harmless from all liability, claims, allegations, demands, damages, and costs of every kind and nature, including without limitation attorneys' fees and costs of suit, arising directly or indirectly from the Work, except to the extent that such liability, claims, allegations, demands, damages, and costs are a direct result of the negligence of, or a breach of this Agreement by, Owner or its architects, engineers, employees or authorized agents.
7. **BREACH OF AGREEMENT:** If, in the opinion of Owner, Contractor fails to perform the Work in accordance with this Agreement, or inadequately performs, all or any part of the Work, or otherwise fails to perform or comply with Contractor's duties and obligations hereunder, and such failure shall continue for twenty-four (24) consecutive hours after written notice to Contractor specifying the particulars of such failure, then such failure and continuance thereof shall, at Owner's option, constitute an irreparable breach of this Agreement by Contractor and shall entitle Owner to terminate this Agreement and complete the Work itself or cause the Work to be completed by others, and Contractor shall immediately on demand of Owner pay all costs and damages sustained by Owner on account of such failure, and any and all material and equipment of Contractor on the Project site or in Contractor's place of business may, at the sole option of Owner, be used or rejected, and if rejected, such rejection shall be without any liability to Owner, its agents or employees.
8. **CANCELLATION OF AGREEMENT:** Owner shall have the right to cancel this Agreement at any time prior to the completion of the Work upon giving three (3) days written notice to Contractor. Should Owner so elect to cancel, and Contractor is not in breach hereunder, Owner shall promptly pay Contractor a prorated portion of the Contract Price based on percentage completed, but in no case shall the total of all payments made to Contractor under this Agreement exceed the Contract Price set out in Schedule "B". Contractor agrees to refund to the Owner that portion of any deposits previously paid by the Owner to the Contractor, if such deposits exceed the percentage completed.
9. **DOCUMENTS REQUIRED FOR LIEN FREE PERFORMANCE OF WORK:** Payment for the work shall be made to Contractor in accordance with Schedule "B". When any monies are payable to Contractor hereunder, Contractor shall deliver to Owner a statement (sworn or attested to if required by Owner), showing, in detail and as complete as required by Owner, all work done by Contractor and averring that all claims, obligations and liabilities created or incurred in the performance of doing thereof, to the date hereof, have been paid. Owner may require Contractor to furnish in support of such application, (a) a release or waiver of liens in a form specified by Owner, signed by each workman and materialman who

DATE:

12/16/10

INITIAL:

S

DATE: 1-5-11

INITIAL:



have performed work upon or provided materials for the Work up to the billing closing date, and/or (b) an approval or acceptance of such work by any governmental and/or quasi-governmental entities or agencies having jurisdiction over such work.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, for themselves, their heirs, executors, administrators, successors, and permitted assigns, on the date set forth below.

CONTRACTOR: M.J. Glidden Electrical Services

OWNER: LSJ

BY: 
NAME: Michael J. Glidden

BY: 
NAME: Gary Kenney

TITLE: _____

TITLE: _____

DATE: 1-5-11

DATE: 12/16/10

DATE: 12/16/10 INITIAL: 

DATE: 1-5-11 INITIAL: 

SCHEDULE ASCOPE OF WORK**Flagpole Pool
Electrical**

- Supply all labor, materials and equipment necessary to complete the electrical scope (herein defined as the "Work") as per M.J. Glidden quote dated 28 October 2008 (attached).
- All required Insurance certificates to be provided before starting work or receiving payment. LSJ, I.L.C to be named as additional insured where applicable
 - General Liability
 - Government Insurance
 - Automobile liability
- Acceptable documentation as to the legal work status of all workers to be provided prior to beginning work.
- General construction clean up of the work area is the responsibility of M.J. Glidden Electrical Services. M.J. Glidden Electrical Services shall keep the work premises and surrounding area free from accumulation of trash and debris related to the Work. Provide all clean up to Owner supplied dumpster
- Owner will provide the following:
 - Building permit
 - Electrical permit by M.J. Glidden Electric
 - Power, lighting, ventilation, toilet facilities, water and ice
 - Transportation of personnel to and from LSJ from AYH Dock
 - Transportation of tools and equipment to LSJ from Red Hook Dock

DATE:

12/16/10

INITIAL:



DATE:

1-5-11

INITIAL:



SCHEDULE B

PRICE AND PAYMENT SCHEDULE

TOTAL PRICE OF THIS CONTRACT IS: \$23,750.00

SEE ATTACHED SCHEDULE OF VALUES.

Monthly requisitions based on the attached Schedule of Values, to be paid on a percentage complete basis.

Applicable Gross Receipts Taxes to be paid by M.J. Glidden Electrical Services

All requisitions to be presented to the Owner's Representative by the twenty fifth (25th) day of the month for the previous month's work. The Owner's Representative will, within five (5) days after receipt of the Contractor's Application for Payment, issue to the Owner a Certificate of Payment. The Owner shall make payment within fifteen (15) days of receipt of the Certificate of Payment.

SCHEDULE

Time limits stated herein are of the essence of the contract.

Work to be substantially completed within three (3) months of the date of commencement

Date of Commencement is the date of this contract

Work to be coordinated and scheduled with Tom Melnick, Site Superintendent (340-244-8564)

DATE: 12/16/10

INITIAL: J

DATE: 1-5-11

INITIAL: 

SCHEDULE CINVOICING INSTRUCTIONS AND LEGAL NOTICES

FILING AND INVOICING: All invoices should be serially numbered. If your invoice form is not so numbered, type or print in an upper corner "INVOICE NUMBER ____." Assign a different number to each separate invoice. Assign separate invoices for separate phases of work, and separate invoices for options or extras. Prepare all invoices in duplicate. Send the original and one copy to Owner's construction office for approval. Contractor must attach properly executed lien releases to each invoice.

All invoices shall indicate the project name, unit description, total item price, amount and percentage of total item price you are invoicing on this invoice, and the address to which payment is to be sent.

Lien releases must be dated on the date of the invoice or later.

As a condition precedent to final payment or the payment of retention to be made to Contractor by Owner, Contractor must submit (a) two (2) copies of As-Built-Drawings and/or Instruction/Warranty Manuals to Owner, (b) written approvals or acceptances of such project by any governmental or quasi-governmental entities or agencies having jurisdiction over the project, and (c) properly executed lien release covering all subcontractors, suppliers, laborers, and other persons or entities who performed work or services on, or who furnished materials for, the project under your contract.

Mail or deliver invoices and releases to: LSJ, LLC
6100 Red Hook Qtrs B3
St. Thomas, USVI 00802

LEGAL NOTICES: For the purpose of protecting Preliminary Lien Rights, Preliminary Lien Notices should be mailed to all of the following:

OWNER: LSJ, LLC
6100 Red Hook Qtrs B3
St. Thomas, USVI 00802

DATE:

12/16/10

INITIAL:

DATE:

1-5-11

INITIAL:

