

LSJ CONSTRUCTION
Subcontractor Payout

Project: Mechanical Building #1002
Trade: Louvers *generators*

March 9, 2010

Requisition #01

Subcontractor Rimco, Inc.

Insurance expiration: January 0, 1900

Invoice #	Requisition #01
Phase #	13-500

Partial	Final
X	

Original Contract Sum:

Change Orders Submitted & Approved:

New Change Orders:

Total Work Contracted to Date:

Total Work Completed to Date: 25%

Less Retainage:

Total Payments Made to Date:

Total Current Payment Due:

Balance to Finish including Retainage:

Sales Tax Liability:



- a. Subcontractor/Supplier is liable, explain **install only / tax included in contract**
- 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: \$75,247.50

JEE approval attached	
YES	NO X
Submitted Bill	
Signed: <i>Emad</i>	
Date: March 9, 2010	
Approved by: Emad	
Signed: <i>Emad</i>	
Date: <i>3/10/10</i>	

Invoice Attached	
YES X	NO
Approved by: Gary	
Signed: <i>Gary</i>	
Date: March 9, 2010	
Approved by: JE	
Signed:	
Date: <i>3/25/10</i>	



VALENCIA BRANCH
MANAGER: MR. EDWIN LUCIANO
TEL [REDACTED]

Purchase Order

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

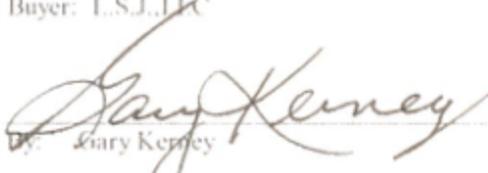
Telephone: 340 779-8054
 Fax: 340 779-8055

Vendor: Rimco, Inc [Redacted] Box 362529 San Juan, PR 00936-2529	Purchase Order No: 10
Fax No.: 1-[Redacted]	Order Date: 05 February 2010
Tel No.: 1-[Redacted]	Contract Number:
Vendor No.:	Project Number: #1002
Architect or Engineer: The Maguire Group 33 Commercial St. Suite 1 Foxborough, MA 02035	Project Name: Little St. James Mechanical Building
Shipping Address: Alvin White Little St. James Island 6100 Red Hook Qtr B3 St. Thomas, VI 00802	Billing / Invoice Address: Alvin White Little St. James Island 6100 Red Hook Qtr B3 St. Thomas, VI 00802
Shipping Instructions: FOB Port of St. Thomas, USVI	Plans & Specifications: Rimco Quote # 10-JG-0006 dated 01/22/10
Terms: Balance in full prior to shipment	Submittals due by: 26 March 2010

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
2	Ea	13-500	Cat Model C18, 500 kw Gensets	\$150,495.	\$300,990.00

Buyer: L.S.J., LLC  By: Gary Kerney	Vendor: Rimco, Inc.  By:
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Purchase Order

L.S.J. LLC
 6100 Red Hook Quarter, Suite B3
 St. Thomas, VI 00802

Telephone: 340 779-8054
 Fax: 340 779-8055

Vendor: [REDACTED], Inc. P.O. Box 362529 San Juan, PR 00936-2529 Fax No.: 1-787-7746662 Tel No.: 1-787-792-4300 Vendor No.: Architect or Engineer: The Maguire Group 33 Commercial St. Suite 1 Foxborough, MA 02035	Purchase Order No: 10 Order Date: 05 February 2010 Contract Number: Project Number: 1002 Project Name: Little St. James Mechanical Building																																		
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Shipping Instructions: FOB Port of St. Thomas, USVI	Plans & Specifications: Rimeo Quote # 10-IG-0006 dated 01/22/10																																		
Terms: 25% upon order, balance in full prior to shipment	Submittals due by: 26 February 2010																																		
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.																																			
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Buyer: L.S.J. LLC  By: Gary Kenney			Vendor: Rimeo, Inc.  By:																																

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 **five years** 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 this 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 jobsite 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 jobsite 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.

Rimeo Inc.

PO Box 362529
 San Juan, PR 00936-2529
 Tel: 787-792-4300
 Fax: 787-774-6662

QUOTATION NO. 10-JG-0006

January 22, 2010

TO : Lafayette Construction, LLC
ATTENTION : William Rowles
SUBJECT : Litter St. James LLC
 Quotation for a Caterpillar Generator Set

We are pleased to present this quotation based on our interpretation of your requirements for a generator set. We offer the following:

Two (2) CATERPILLAR POWER GENERATOR SET, MODEL C18 - 500 KW (Prime Power Application) @ 0.8 Power Factor, 480/277 Volts, 3 Phase, 4 Wires, 60 Hertz at 1800 RPM, with the following standard accessories included:

FUEL/EMISSIONS STRATEGY

- EPA Tier 2

DESIGN CRITERIA

- The generator set accepts 100% rated load in one step per NFPA 110 and meets ISO 8528-5 transient response.

UL 2200

- UL 2200 listed packages available. Certain restrictions may apply. Consult with your Caterpillar Dealer.

FULL RANGE OF ATTACHMENTS

- Wide range of bolt-on system expansion attachments, factory designed and tested

SINCE SOURCE SUPPLIER

- Fully prototype tested with certified torsional vibration analysis available

WORLDWIDE PRODUCT SUPPORT

- Caterpillar® dealers provide extensive post sale support including maintenance and repair agreements
- Caterpillar dealers have over 1,600 dealer branch stores operating in 200 countries
- The Cat® S/OSSM program cost effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products

CAT® C18 ATAAC DIESEL ENGINE

- Utilizes ACERT™ Technology
- Reliable, rugged, durable design
- Field-proven in thousands of applications worldwide
- Four stroke-cycle diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic controlled governor



CAT GENERATOR

- Matched to the performance and output characteristics of Caterpillar engines
- Load adjustment module provides engine relief upon load impact and improves load acceptance and recovery time
- UL 1446 Recognized Class H insulation

CAT EMCP 3 SERIES CONTROL PANELS

- Simple user friendly interface and navigation
- Scalable system to meet a wide range of customer needs
- Integrated Control System and Communications Gateway

COOLING SYSTEM

- Radiator with guard (Sized for 50 C (122F))
- Duct flange
- Coolant drain line with valve, piped to edge of base
- Fan and belt guards
- Caterpillar Extended Life Coolant
- Coolant level shutdown

ADDITIONAL EQUIPMENT INCLUDED:

- **Open Type Generator**
- **Permanent Magnet Excitation**
- UL2200 Listed Package
- NFPA 99 Local Alarm Module
- Electronic Modular Control Panel 3.3 (EMCP 3.3)
- Hospital Grade Exhaust System
- Primary Fuel Filter
- Water Separator
- Battery
- Battery Charger 10 A, 24 Volts
- Vibration Isolators
- **Daytank 150 Gallons UL Double Wall**
- 5 Years or 10,000 Hours Limited Warranty
- Factory Witness Test



TOTAL PRICE F.O.B. PORT OF ST. THOMAS; TAXES NOT INCLUDED:	\$150,495.00 / each
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DELIVERY : 20 to 24 weeks from factory. Subject to prior sale.

WARRANTY : ~~Two (2)~~ **FIVE (5)** Years after initial start up for Prime Power.

VALIDITY : Quotation is valid for 30 days.



QUOTATION NO. 10-JG-0006

We will arrange for initial start-up services at no additional charge. These services include a check of wiring continuity, safety shutoffs and controls, including automatic transfer switches, on and related to the unit that we supply.

Thank you for the opportunity of quoting this project. If additional information or assistance is needed, please feel free to contact us.

Best Regards,

RIMCO, INC.

Jackson Galindez
Sales Representative
Power Division

Tel: (787) 273-5707

Fax: (787) 774-6662

Cell: (787) 502-0342

E-mail: jgalindez@rimco-inc.com

From: Monique Harry [mailto: [REDACTED]]
Sent: Wednesday, March 10, 2010 7:54 AM
To: Emad Hanna
Subject: Rimco

Emad,

Attached for payment Rimco, Inc Req. #1 in the amount of \$75,247.50. Project 1002 Code 13-500.

Monique

Your E-mail and More On-the-Go. Get Windows Live Hotmail Free. [Sign up now.](#)