

AGREEMENT

This AGREEMENT made and entered into this 10th day of September , 2010

COMPANY: **Phillip Mark**

COMPANY: **LSJ, LLC**

ADDRESS: Estate Wintberg 1-137 6
CITY: St. Thomas, USVI 00802
ATTN: Phillip Mark
PHONE: 340-998-3655

ADDRESS: 6100 Red Hook Qtrs B3
CITY: St. Thomas, USVI 00802
ATTN: William Rowles
PHONE: 340-779-8054

herein called "**Contractor**"

herein called "**Owner**"

PROJECT: **Little St. James Island
#1010 Mechanical Desal
Cistern Coatings**

AGREEMENT NO. 01 Cost Code: 03-351

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; or approved waiver.
 - (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:

9/8/10

INITIAL:

PM 9-20-10

DATE:

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

DATE: 9/8/10

INITIAL: *g*

DATE: 9.20.10

INITIAL: *Rm*

release or waiver of liens in a form specified by Owner, signed by each workman and materialman who 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: Phillip Mark

OWNER: LSJ

BY: Phillip mark

BY: [Signature]

NAME: Phillip Mark

NAME: Gary Kerney

TITLE: _____

TITLE: _____

DATE: 9-20-10

DATE: 9/8/10

DATE: 9/8/10 INITIAL: PM

DATE: 9-20-10 INITIAL: RLM

SCHEDULE ASCOPE OF WORK**Mechanical Desal Building 1-7 Lines
Cistern Coating**

- Supply all labor, materials and equipment necessary to complete the cistern coatings (herein defined as the "Work") as per complete plans and specification by The Maguire Group dated 30 December 2009, and your quote dated 14 August 2010 (attached).
- All required Insurance certificates to be provided before starting work or receiving payment. LSJ, LLC to be named as additional insured where applicable
 - General Liability Waiver
 - 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 Phillip Mark. Phillip Mark 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
 - Power, lighting, 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:

9/8/10

INITIAL:

H

DATE:

9-20-10

INITIAL:

RM

SCHEDULE B

PRICE AND PAYMENT SCHEDULE

TOTAL PRICE OF THIS CONTRACT IS: \$45,825.37

Bi-monthly requisitions to be paid on a percentage complete basis.

Materials purchased by LSJ, LLC for Phillip Mark to be deducted from this contract.

Applicable Gross Receipts Taxes to be paid by Phillip Mark

SCHEDULE

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

Work to be substantially completed within eight (8) weeks of the date of commencement

Date of Commencement to be established in a Notice to Proceed.

Work to be coordinated and scheduled with Tom Melnick, Site Superintendent [REDACTED]

DATE:

9/8/10

INITIAL:

RM

DATE:

9-20-10

INITIAL:

RM

PHILLIP MARK

**Estate Wintberg 1-137 6
St. Thomas, USVI 00802
Telephone: [REDACTED]**

August 14, 2010

Project title: Little St. James
Project description: Thoroseal 3 New Cisterns
Bid Proposal

BID FOR THOROSEALING THREE NEW CISTERNS ON LITTLE ST. JAMES

The "Owner" L.S.J., LLC, a Delaware limited liability company, desires to thoroseal three (3) cisterns at the property located at _____, and "Sub-Contractor," Phillip Mark, warrants being licensed in the territory of St. Thomas, USVI and qualified to perform the "work" specified herein and submits this bid.

Thoroseal three (3) cisterns	See attached SeaChest Quote "exhibit B"	Cost to thoroseal each cistern is twelve thousand dollars (\$12,000.00) <i>11,500.-</i>
Each cistern will be 51 x 40 ft to carry 135,000 gallons of water. Total Job will be 10,681 Sq ft of columns, sidewalls/ stubwalls, floors/slabs.	40 bags of white cement @ \$16.95 per bag, a total of \$678.00.	Subcontractor will employ six (6) additional workers to perform the requested job by completion date, all of whom must be legal residents of the US.
Check for cracks and Block all holes and cracks with hydrolic cement at curve bottom corners and standing corners	15 bags of portland cement @ \$8.95 per bag, a total of \$134.25.	
Pressure wash the cistern(s)	Sand	

"EXHIBIT A "

PHILLIP MARK

Estate Wintberg 1-137 6
St. Thomas, USVI 00802
Telephone: [REDACTED]

Each cistern shall receive three (3) coats of thorseal (i.e. two (2) coats of grey followed by one (1) coat of white), then wash cistern(s) with salt water a week after the thorsealing process is completed.		
TOTAL	\$11,325.37 (not including the cost of sand)	\$36,000

\$45,825.37

The "Sub-Contractor" does hereby agree to furnish all labor and to faithfully perform the "work" in accordance with the description of "work write up," within eight (8) weeks from _____ and "Owner" hereby agrees to provide the materials needed to perform the the "work write up" described herein.

"EXHIBIT "

Sea Chest
Service Makes the Difference!

SEA CHEST
 3808 CROWN LAY
 ST. THOMAS, USVI, 00802
 PHONE: (340) 774-0495 FAX: (340) 776-2547

BOLD TO
CASH CUSTOMER

ST THOMAS, VI

SHIP TO
CASH CUSTOMER

ST THOMAS, VI

C	50003808	Net BOM	8/27/10	HSK	09/03/10
**** QUOTE ****					
40	EA	THOROSHAL 60# PAIL - WHITE PAIL 04003 LNH : 10		59.990	2399.60
10	EA	THOROSHAL 60# PAIL - GRAY PAIL 1019 LNH : 20		54.990	6048.90
13	EA	ACRYL 60 5 GAL PAIL 5 GAL 1670 LNH : 30		116.990	1169.90
15	EA	WATERPLOG 50# PAIL 50# PL 1663 LNH : 40		69.990	699.90
6	EA	MASONRY BROOK W SANDL 7913 LNH : 50		13.990	167.88
	EA	BRUSH KALOMENE FIBERGLASS EACH 11000 LNH : 60		4.490	26.94
10 Returns Without Receipt 11 Sales Final After 15 Days!!!					
August 27, 2010 11:15:38 OT:LC					
***** * QUOTE * *****					
SHIP VIA 2 40 PAGE 1 OF 1					
			MERCHANDISE	10513.12	
			OTHER	0.00	
				0.00	
			PRIME	0.00	
			TOTAL	10513.12	

"EXHIBIT 3"

SCHEDULE C

INVOICING 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:

9/8/10

INITIAL:

[Handwritten initials]

DATE:

9-20-10

INITIAL:

Rm

AFFIDAVIT, RELEASE OF LIENS AND GENERAL RELEASE

TERRITORY OF THE VIRGIN ISLAND
ST. THOMAS/ ST. JOHN

TO WHOM IT MAY CONCERN:

WHEREAS, Phillip Mark is a trade contractor (supplier, or service provider) (the "Trade Contractor") to f L.S. J., LLC (the "Owner") for the construction of or providing goods, materials, or services to) the Mechanical Desal located on Little St. James Island, St. Thomas, VI, and has been paid Fifty-Two Thousand Seven Hundred Sixty-Six Dollars and 83 cents (\$52,766.83) and other valuable considerations therefore, receipt whereof is hereby acknowledged;

NOW, THEREFORE, in consideration thereof the Trade Contractor hereby:

1. Sells, assigns, and sets over to the Owner all right title and interest it can or may have in any of the materials covered by its contract or covered by this requisition which are being provided to or incorporated into this project
2. Certifies that it has paid all applicable taxes which are due to date and for which it would be liable, but which are not yet due.
3. Certifies that all subcontractors or suppliers of materials, equipment, labor or services used or employed by it for the project to date have been fully paid with respect to the materials, equipment, labor and services which they have furnished except the following:

NAME OF CREDITOR	AMOUNT	NATURE
------------------	--------	--------

4. Further certifies that:

The total amount of said contract/purchase order is: \$52,766.83

The amount received to date is: \$ 52,766.83

The amount to be paid as retainage on this requisition at the time of final payment is: N/A

In consideration of the payment indicated above, the receipt of which is hereby acknowledged, the undersigned does hereby waive and release any and all liens, claims or rights of lien on or against said construction or improvements, for and on account of the services, materials and/or work provided to the Owner or the project covered by this project for all costs, labor, equipment or materials furnished by the undersigned to the project and all claims relating to that project and all other claims whether in tort or contract which can or could be made among the parties relating to the project.

Dated this day of 2010.

Phillip Mark
(Trade Contractor, Vendor, or Service Provider)

Phillip Mark

By:
Its

SUBSCRIBED and sworn to before me this 22 day of Dec 2010.



Notary Public
My Commission Expires: 10/11/11

NOTARY PUBLIC
Name: LePense Sinc
My Commission Exp. October 11, 2011
NP Commission # NP-207-07
St. Thomas/St. John District

AGREEMENT

The undersigned (the "Undersigned"), as a material inducement and an express condition precedent for L.S.J., LLC (the "Owner") to permit the Undersigned to provide work and/or materials in connection with the project described on Exhibit A hereto (the "Work"), and in consideration of such permission, hereby agrees as follows:

1. To the fullest extent permitted by law, the Undersigned shall defend, indemnify and hold harmless the Owner and the Owner's managers, members, officers, representatives, employees and agents from any and all claims, actions and/or damages in connection with the Work, whether by the Undersigned or third parties, including, without limitation, for bodily injury and property damage, as well as for attorneys fees and costs of the Owner, arising out of, related to or connected with any and all acts or omissions by the Undersigned in connection therewith and shall hold the Owner harmless from any and all other claims, actions and/or damages by the Undersigned in connection with the Work, including without limitation, for bodily injury to the Undersigned and damage to the Undersigned's property, as well as for attorneys fees and costs, whether or not such claims, actions and/or damages are attributable to the actions or omissions of the Undersigned. This indemnity shall constitute a waiver of any immunity conferred by any workers compensation laws which might apply to the Work.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed as of the day and year written below.

THE UNDERSIGNED:

Name:

Name and Title
of Authorized
Signatory:

Signature: Jean Fritznel Bellevue

Date: 01-15-11

PHILLIP MARK

**Estate Wintberg 1-137 6
St. Thomas, USVI 00802
Telephone: [REDACTED]**

August 14, 2010

Project title: Little St. James
Project description: Thoro seal 3 New Cisterns
Bld Proposal

BID FOR THOROSEALING THREE NEW CISTERNS ON LITTLE ST. JAMES

The "Owner" L.S.J., LLC, a Delaware limited liability company, desires to thoro seal three (3) cisterns at the property located at _____, and "Sub-Contractor," Phillip Mark, warrants being licensed in the territory of St. Thomas, USVI and qualified to perform the "work" specified herein and submits this bid.

Thoro seal three (3) cisterns	See attached SeaChest Quote "exhibit B"	Cost to thoro seal each cistern is
Each cistern will be 51 x 40 ft to carry 135,000 gallons of water. Total Job will be 10,681 Sq ft of columns, sidewalls/ stubwalls, floors/slabs.	40 bags of white cement @ \$16.95 per bag, a total of \$678.00.	Subcontractor will employ six (6) additional workers to perform the requested job by completion date, all of whom must be legal residents of the US.
Check for cracks and Block all holes and cracks with hydrolic cement at curve bottom corners and standing corners	15 bags of portland cement @ \$8.95 per bag, a total of \$134.25.	
Pressure wash the cistern(s)	Sand	

"EXHIBIT A "

PHILLIP MARK

Estate Wintberg 1-137 6
St. Thomas, USVI 00802
Telephone: [REDACTED]

Each cistern shall receive three (3) coats of thorseal (i.e. two (2) coats of grey followed by one (1) coat of white), then wash cistern(s) with salt water a week after the thorsealing process is completed.		
TOTAL		

The "Sub-Contractor" does hereby agree to furnish all labor and to faithfully perform the "work" in accordance with the description of "work write up," within eight (8) weeks from _____ and "Owner" hereby agrees to provide the materials needed to perform the the "work write up" described herein.

"EXHIBIT A "

Island Grounds, Inc.

6100 Red Hook Quarters Suite B-3 St. Thomas, VI 00802
Tel: 340-775-8100 Fax: 340-775-8108

INJURED/ACCIDENT ON DUTY REPORT

EMPLOYEE NAME: Jean Fritznel Bellevue POSITION: mason

DATE OF INCIDENT: 1-12-11 LOCATION OF INCIDENT: Desal Plant Cistern

WITNESS(ES):

Dodiv Wilfrid POSITION: mason
Phillip Mark Sub-Contractor 3 POSITION: _____
employer 240-995-2655 POSITION: _____

DESCRIPTION OF INCIDENT: Employee of Phillip Mark Const. was ascending a ladder out of the cistern of the new Desal Plant that is under construction, when he slipped & fell from the ladder onto a Baker scaffolding that was set up below the hatch, injuring his low and upper abdomen/chest area. Worker was placed in a emergency stretcher, placed on a boat and sent to Red Hook to meet ambulance at dock. It appears the ladder slipped under his weight or may not have the ladder rung notch, properly latched...

WAS EMPLOYEE WEARING/USING RECOMMENDED SAFETY DEVICES AND PROPER OPERATION PROCEDURES?

YES NO

IF NO WHY? _____

EMPLOYEE'S ACTION: ACCEPTS MEDICAL TREATMENT DECLINES MEDICAL TREATMENT

DOCTOR(S) / HOSPITAL(S) / CLINIC(S)

NAME: Roy L. Schneider Hospital St. Thomas DATE OF VISIT(S) 1-12-11

NAME: _____ DATE OF VISIT(S) _____

NAME: Dr. Horace Griffith DATE OF VISIT(S) 1-17-11

DATES, IF APPLICABLE, OF FOLLOW UP MEDICAL TREATMENT: 1-17-11

HAS EMPLOYEE PROVIDED A DOCTOR'S PERMISSION TO RETURN TO WORK?

YES NO

IF NO, WHY AND WHEN? _____

Employee Signature

x Phillip Mark

Supervisor Signature

Thomas J. Melan

Date

1-12-11

Date 1-12-11

JEAN FRITZNEK BELLEVUE

1-13-11

I SLIP OFF A LADDER INTO A CISTERN 9 FT OF
THE LADDER. MY WHOLE BODY HIT THE SCAFFLE.
INJURED, BROKEN FACE, JAW, LEFT RIB, WHOLE BODY
AND CUT UNDER CHIN.

U.S. DEPARTMENT OF HOMELAND SECURITY, U.S. Citizenship and Immigration Services

EMPLOYMENT AUTHORIZATION CARD

The person identified is authorized to work in the U.S. for the validity of this card.

NAME **BELLEVUE, JEAN FRITZNEL**



A# 078-599-066
CARD # LIN1090554950
Birthdate 11/27/67 Category A12 Sex M
Country of Birth Haiti
Terms and Conditions None



NOT VALID FOR REENTRY TO U.S.

CARD VALID FROM 09/09/10 EXPIRES 07/22/11

SOCIAL SECURITY
VALID FOR WORK ONLY
WITH INS AUTHORIZATION

THIS NUMBER HAS BEEN ESTABLISHED FOR
FRITZNEL BELLEVUE

ADMINISTRATOR
Belleve J. Fritznel
SIGNATURE