

FILED

March 25, 2021

SX-2021-CV-00182

TAMARA CHARLES

CLERK OF THE COURT

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

ST. CROIX DIVISION

SUPREME WATER, LLC.,

Plaintiff,

v.

URC VIRGIN ISLANDS, INC., and,

THE HASKELL COMPANY, INC.,
A Florida Corporation,

Defendants.

CIV. NO._____

BREACH OF CONTRACT

FRAUD/TORT

Jury Trial Demanded

CIVIL COMPLAINT

I. Parties, Jurisdiction and Venue

1. Plaintiff Supreme Water LLC (“Supreme”) is a USVI LLC.
2. Defendant URC Virgin Islands, Inc. (“URC”) is a wholly-owned subsidiary of Defendant The Haskell Company Inc. (“Haskell”).
3. Haskell has as its principal place of business 111 Riverside Ave, Jacksonville, FL 32202.
4. URC is a V.I. Corporation with its principal place of business (as filed with the Lt. Governor) c/o Dudley Newman Feuerzeig LLP, 1131 King Street, Christiansted VI.
5. Upon information and belief, based on its listing in Dunn & Bradstreet, Defendant Haskell is part of the Nonresidential Building Construction Industry, has 550 total employees across all of its locations and generates \$168.02 million in sales (USD).

There are 34 companies in The Haskell Company Inc corporate family, of which URC is one.

6. Upon information and belief, based on plaintiff's counsel's examination of the corporate search website¹ and a call to the Office of the Lt. Governor, Haskell is not a corporation licensed to do business in the U.S. Virgin Islands.

5. Upon information and belief, Haskell does not, therefore, have a registered agent in the United States Virgin Islands as the same is defined in 13 V.I.C. § 1112.

6. Pursuant to 13 V.I.C. § 1112 the registered agent for Haskell is, therefore, the Lt. Governor of the U.S. Virgin Islands.

7. Many of the acts of the defendants URC and Haskell took place in, or were directed into the Territory, and more particularly the Division of St. Croix, thus venue is proper in the St. Croix Division.

II. Facts

a. Facts Regarding the Contract with URC

8. Plaintiff entered into a contract with Defendant URC. It is attached as Ex. 18, below.

9. Plaintiff fully and completely performed that contract.

10. Upon information and belief, Defendant URC does not dispute the existence and full and satisfactory performance of that original contract.

11. URC has refused to pay the original contract amount, a breach of the contract.

¹ Register Entity Search (vi.gov)

www.corporationsandtrademarks.vi.gov/usvi-master/viewInstance/view.html?id=f17985a3ec3617a09e31ee68b1e95ab0722a81fee331a21f&_timestamp=11840893503806279 (accessed March 20, 2021.)

b. Facts Regarding Fraud by Haskell on Extra-Contractual Work

12. The contract contained this provision:

2. CHANGES

- (a) Subcontractor shall make all requests for changes due to additional work, extensions of time or other damages, in writing to Contractor and receive written approval from Contractor prior to proceeding with such additional work. All requests for changes shall be submitted in a manner and within a time frame so as to allow Contractor to request any necessary changes from the Owner.
- (b) Terms and conditions of proposals, quotations, delivery tickets, invoices, work orders and other similar items, unless specifically made a part of this Subcontract Agreement, shall not be applicable. This Subcontract may be amended only by a written modification signed by both parties.

13. No “written modification signed by both parties” to the original contract was requested by Supreme, or entered into by Supreme and URC for additional work within the existing contract. To the contrary, Haskell’s employees represented that extra-contractual work was needed on *other, additional items not the subject of the original contract*, and that Supreme would be paid for work and costs outside of the contract.

14. Florida-based Haskell employees not URC employees made representations to Supreme to induce Supreme to do this other, non-contractual work. These representations were that Supreme would be compensated outside of the contract for the work done at the going rates. These statements were false.

15. The additional work was not a “request for change due to additional work” necessary to the subject of the original contract between Supreme and UHC. To the contrary, it was a request for additional, non-contractual work on another subject by Haskell’s Florida-based employees to Supreme.

16. Relying on the representations and promises of Haskell and its employees a set forth below, Plaintiff performed the additional work outside of the contract.

17. A Florida-based Haskell employee entered the USVI and directed the work.

18. A Florida-based Haskell employee entered the USVI and supervised the work.

19. Haskell, through its Florida-based employees, participated in the work via one or more employees on location in the Virgin Islands.

20. A Florida-based Haskell employee entered the USVI and therein advanced funds for the purchase of supplies for the work -- in that it obtained supplies in the Virgin Islands using a Haskell credit card--and delivered them to Supreme in the Virgin Islands for the work in the Virgin Islands.

21. Haskell, as part of the stated supervision, reviewed the work on a daily basis and was aware of exactly what was being done. It approved work done and represented to Supreme the work would be paid for.

22. Supreme submitted invoices for the additional work but was not paid as per Haskell's representations.

23. Upon information and belief, Haskell was compensated for its employees' acts in the USVI described above via inter-company charges to URC, and these USVI funds were supplied to Haskell for work it performed in the USVI.

24. Thus, Haskell participated in USVI operations using the cloak of the USVI subsidiary, knowing that Haskell was not registered to do business in the USVI.

25. Upon information and belief, Haskell was thus enriched as a result of its false misrepresentations and Supreme's reasonable reliance.

26. Upon information and belief, while URC may have paid USVI GRT, Haskell did not pay USVI gross receipts or income taxes on the amounts of USVI income it received from URC—and thus Haskell was further enriched as a result of the misrepresentations and this tax avoidance scheme.

III. Count One: Breach of Contract (URC)

27. Supreme fully and completely performed the original contract with URC.
28. URC has refused payment on the original contract.
29. URC has attempted to leverage a settlement for the additional work done for Haskell by not paying the acknowledged contract amount. It seeks a reduction in the amount due on the extra-contractual work as the basis for refusal to pay the uncontested contract amount due.
30. This is breach of the contract.
31. This breach is undertaken in bad faith, as the same is recognized by the courts of the USVI, to wit: Haskell and URC are holding payment of the contract amount to force a settlement of the additional work despite the fact that the original contract amount is not in dispute—and has informed Supreme that such a settlement should be accepted to avoid “delay” being caused.

III. Count Two: Fraud/Misrepresentation (Haskell) (With Particularity)

32. On January 18, 2019 Supreme Water responded to a January 16, 2019 phone call and email from Ericson Etienne, Director of Operations at Cruzan VIRIL, Ltd., for a quotation to have a well dug to a depth of 75 to 125 feet. **(EXHIBIT #1)**
33. On February 21, 2019, Supreme Water responded to telephone and email communication with Roald Charles of Cruzan VIRIL for a second quote to drill a second well on Cruzan VIRIL Estate Diamond property. **(EXHIBIT #2)**
34. On January 24, 2020 Supreme Water responded to a quote of drilling rate from Alexandra Glass, Design Associate – Civil; of Haskell located Jacksonville, FL. **(EXHIBIT #3)**

35. On January 27, 2020 Ms. Glass forwarded those rates to Jacob Wadkins, Haskell Design Manager-Water, who between January 27 and February 13, 2020 requested a proposal for services to be performed on six wells own and operated by Haskell's client as follows: drawdown test with continuous level monitoring (48 hours), submersible pump removal and evaluation, CCTV/camera of well casing and screen, draft and final evaluation report including costs to rehab (by brushing, acid injection or both). **(EXHIBIT #4)**
36. On March 2, 2020, David Muhammad of Supreme Water meet with Nick Hunter and the Haskell team regarding the scope of the work need on six wells at Cruzan VIRIL. **(EXHIBIT #5)**
37. Invoice number 658 was submitted to Mr. Etienne of Cruzan VIRIL for two well assessments and quotes for drilling two wells on Cruzan VIRIL's property on March 17, 2020. **(EXHIBIT #6)**
38. On or about March 20, 2020 Supreme Water emailed then spoke with Mr. Etienne about the quotes and invoice for services rendered and was instructed to send that invoice over to Cruzan VIRIL employee, Roald Charles. **(EXHIBIT #7)**
39. Subsequently on March 20, 2020 Supreme Water was instructed by Mr. Etienne to forward the invoice number 658 to Nick Hunter of Haskell *because Haskell would be leading the well project.* **(EXHIBIT #8)**
40. On March 27, 2020, Mr. Hunter informed Supreme Water that it would receive payment for invoice numb 658 after Haskell received the assessment it requested on January 27, 2020. **(EXHIBIT #9) (Exhibit 10 withdrawn.)**

41. On April 29, 2020 Supreme Water submitted to Mr. Hunter revised estimate number 298 per their request outlined above. On March 27, 2020, Mr. Hunter informed Supreme Water that it would receive payment for invoice numb 658 after Haskell received the assessment it requested on January 27, 2020. **(EXHIBIT #11)**
42. Supreme Water continued to request by phone to be paid for the initial assessment invoice number 658, until on or around June 5, 2020 when Haskell paid Supreme Water \$350.00. **(EXHIBIT #12)**
43. On June 10, 2020 Haskell's Assistant Project Manager of Infrastructure & Transportation, Breland Morales, contacted Supreme Water with instructions to fill out, sign, and return four Applications for Permit to Drill Wells already executed by Cruzan VIRIL LTD owner and dated April 29, 2020. Additionally, Ms. Morales informed Supreme Water that she would contact them within the next two days about the permits as well as information regarding Supreme Water's insurance policy and address for the contract that Haskell would draw up. **(EXHIBIT #13)**
44. After Supreme Water did not respond to Haskell directives, on June 29, 2020 Ms. Morales emailed Supreme Water a copy of check number 1184142 for \$23,805.00 or 60% of Supreme Water's estimate number 298 to encourage Supreme Water to sign the contract and permits. **(EXHIBIT #14)**
45. Ms. Morales continued to reach out to Supreme Water, and on June 30, 2020 asked Supreme Water to supply Haskell's with a certificate of insurance and an executed contract. **(EXHIBIT #15)**
46. On July 6, 2020 Supreme Water informed Ms. Morales that it had no certificate of insurance but was searching for insurance. **(EXHIBIT #16)**

47. On Jul 6, 2020 Supreme Water's representative David Muhammad, signed the URC Virgin Island, Inc.'s contract dated 6/11/2020 with contract no. 201-0001 with no strikeouts. **(EXHIBIT #17)**
48. On July 13, 2020, Supreme Water began work, and attended its first safety meeting at Cruzan VIRIL where Ms. Morales hand delivered to Mr. Muhammad the deposit to begin work, check number 1184142 for \$23,805.00 then subsequently forwarded via email to Supreme Water a fully executed contract for the Cruzan Water Wells Project with red strikeout indicating accounting number changes. **(EXHIBIT #18)**
49. On July 21, 2020 Supreme Water submitted to Haskell its insurance binder. **(EXHIBIT #19)**
50. On July 23, 2020 Supreme Water began reconciling the balance due it and submitting final invoices for work requested by Haskell. **(EXHIBIT #20)**
51. On August 2, 2020 Plaintiff submitted for payment invoice number 668, removing the well screens. **(EXHIBIT #20)**
52. On August 4, 2020 Ms. Morales informed Supreme Water that Haskell would not pay Supreme Water until it submitted reports of the four wells detailing drawdown tests and CCTV camera images of well casing and screen. **(EXHIBIT #22)**
53. On August 10, 2020, Ms. Morales provided latitude and longitude of the four wells to assist in wrapping up the reports. **(EXHIBIT #23)**
54. On August 12, 2020, at the request of Ms. Morales, Supreme Water submitted to her four draft drawdown reports with videos, and images. **(EXHIBIT #24)**
55. On August 13, 2020, Haskell continued to request additional work and recommendations outside of the contract. **(EXHIBIT #25)**

56. On August 17, 2020, Supreme Water submitted the corrected final draft drawdown reports, videos, and recommendations. **(EXHIBIT #26)**
57. On August 17, 2020 Haskell continue to request additional work including revised permits for wells: Diamond 1 and Diamond 2 and estimates for: deepening Diamond 1; redrilling Diamond 2 in a new location; testing the yield for the “new” Diamond 2, and a new well near Esso location. **(EXHIBIT #27)**
58. On August 20, 2020, Supreme Water submitted the final corrections to the reports for Diamond 1 and 2 along with Diamond 1 drawdown report and recommendation for Cruzan VIRIL’s water system. **(EXHIBIT #28)**
59. On August 25, 2020, Haskell continued to request work and recommendations outside of the contract, i.e., a quote to Cruzan VIRIL for repairing wiring on well Esso 2. **(EXHIBIT #29)**
60. On August 27, 2020, Mr. Wadkins emailed to Supreme Water a redline invoice numbers 665 and 668 reduced, without explanation, by approximately \$15,000.00. **(EXHIBIT #30)**
61. Later, August 27, 2020, Mr. Wadkins emailed to Supreme Water a second redline invoice number 667 again reduced without explanation, this time by approximately \$14,270.00. But he did indicate that Haskell and Cruzan VIRIL were willing to modify the contract for Supreme Water to sign. It was clear that the final check would not be issued within four days unless Supreme accepted a reduction. **(EXHIBIT #31)**
62. On September 1, 2020, Haskell’s *Director of Design-Water*, Tiffany Shaw, informed Supreme Water that Haskell was waiting on an acceptance of the reduced amount for

the additional work to process payment and would have Breland Morales to follow-up with Supreme Water. **(EXHIBIT #32)**

63. Ms. Shaw's email response on September 1, 2020 to Supreme Water regarding Ms. Morales' follow-up report of her discussion with Plaintiff indicated that Ms. Shaw and other leads on the well project, Haskell and Cruzan VIRIL defamed David Muhammad and Supreme; and collaborated to devalue his work (particularly the 198 hours of drawdown test ordered by Haskell and completed under Ms. Morales' supervision.) (Upon information and belief those comments were transmitted to third parties. No complaint for defamation or trade disparagement is made here—pending further Rule 11 discovery efforts.) Ms. Shaw gave Supreme Water seven (7) days to sign the modified contract and accept the invoices marked-up by Haskell and Cruzan VIRIL **(EXHIBIT #33)**.

64. On September 4, 2020, Supreme Water responded to Ms. Shaw's allegations along with Ms. Morales' July 20, 2020 text message to Mr. Muhammad of the schedule of the initial 192 hours of drawdown. **(EXHIBIT #34)**

65. On September 24, 2020, Supreme Water submitted an invoice for an additional six hours of drawdown test completed on or around September 4, 2020 along with the Supreme Water's statement charges, payment and amount due. **(EXHIBIT #35)**

66. The prices charged are below the standard rate.

67. There were no other licensed drillers in the Territory who could do the work—a fact known to Haskell.

68. Moreover, because of Coronavirus and a ban on travel Haskell saved a minimum of \$50,000 in mobilization charges alone by choosing a local company instead of giving this contract to a Puerto Rican licensed drill company.

IV. COUNT THREE: Prima Facie Tort

69. The acts of defendants were outrageous and beyond other tort causes of action in the USVI.

70. Plaintiff was injured as stated.

71. If relief is not given, Plaintiff will be denied any legal redress.

WHEREFORE, Plaintiff asks for a jury trial and an award of the following damages:

- A. As to URC, the agreed contractual amount, and a determination of bad faith with whatever other amounts the court may deem appropriate.
- B. As to Haskell, the amount of extra-contractual amounts promised.
- C. Pre- and post-judgment interest on the contractual amount and promised extra-contractual amount.
- D. As to Haskell, punitive damages.
- E. Attorney fees and all costs.

Dated: March 25, 2021



Carl J. Hartmann III (Bar #48)
Attorney for the Plaintiff
2940 Brookwind Dr,
Holland MI 49424
Phone: (340) 642-4422
Email: carl@hartmann.attorney

Re: Requested Quotation for Well Installation

David Muhammad <finaltouch54@yahoo.com>

Fri, Jan 18, 2019 at 7:25 AM

To: Ericson Etienne <Ericson.Etienne@beamsuntory.com>

Cc: David Muhammad <supremewater@ gmail.com>

Dear Mr. Etienne:

Attached find the estimate #267 for drilling a well at Cruzan VIRIL. Please contact me so that we can discuss the details of the estimate. We are prepared to submit a contract once you agree that this quote meets your budget. Thank you for considering Supreme Water.

Sincerely,

David Muhammad
340-277-3541*St. Croix, Virgin Island*
finaltouch54@yahoo.com

On Wednesday, January 16, 2019, 10:13:50 AM AST, Ericson Etienne <Ericson.Etienne@beamsuntory.com> wrote:

Good morning Mr. Mohammed,

Thank you for taking my call earlier, As mentioned we are interested in getting a quotation to have well dug on our property to a depth of about 75 ft. to 125 ft. We currently have two wells installed in the area that is giving us a combined flow of about 14 gpm. The information requested to put this quotation together is found below.

Address

Physical: Cruzan VIRIL, Ltd.
No. 5 and 5A Estate Diamond
Frederiksted, USVI 00840

Mailing

Cruzan VIRIL, Ltd.
P.O. Box 218
Frederiksted, USVI 00841

Please let me know if you should need any additional information.

Thanks.

Ericson

Ericson Etienne
Director of Operations**EXHIBIT #1**

T 340 712 2702

M 340 643 7113

ericson.etienne@beamsunltd.com



Estimate 267.pdf
64K

Supreme Water
 Post Office Box 1562
 Christiansted, 00821

Estimate

DATE	ESTIMA...
1/18/2019	267

NAME / ADDRESS
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamoond Frederiksted

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Well Drilling Service	125	55.00	6,875.00
Application Process & Preparation	1	225.00	225.00
Well Screen	1	150.00	150.00
Compressor	2	145.00	290.00
Mud Cetco Super Gel-X (foam)	3	185.00	555.00
Mud Tiger Brand	2	185.00	370.00
Water (Truckload)	1	160.00	160.00
Clean & Pressurize Well/Establish Gallon Per Minute	1	700.00	700.00
Schedule 40 - 6 "	125	4.50	562.50
Gravel #7	1	90.00	90.00
20 Gallon Holding Tank	1	220.00	220.00
Lay Concrete Slab	1	200.00	200.00
Well Seal	1	65.00	65.00
#12 Gauge 4-Wire Type SEOOW	125	1.95	243.75
Installation of Equipment	1	575.00	575.00
Rope	250	0.50	125.00
Water Meter	1	175.00	175.00
Polyurethane Roll	200	1.10	220.00
Submersible Pump	1	765.00	765.00
PVC Accessories (Couplets, etc)	1	175.00	175.00
Control Box		120.00	120.00
Lab Test	1	50.00	50.00
Thank you for your interest in Supreme Water services.		TOTAL	\$12,911.25

Cruzan VIRIL Ltd. - Well Drilling Estimates #1 & #2

David Muhammad <supremewatervi@gmail.com>

Thu, Feb 21, 2019 at 1:55 PM



To: Roald.charles@beamsuntory.com

Dear Mr. Charles:

Attached find two estimates numbers 267 and 269 for drilling wells on behalf of Cruzan VIRIL. Please contact me if you have any questions or concerns. My number is 340-277-3541.

Thank you,

David Muhammad

2 attachments **Estimate 267 - Cruzan VIRIL #1.pdf**
64K **Estimate 269 - Cruzan VIRIL #2.pdf**
64K**EXHIBIT #2**

Supreme Water
 Post Office Box 1562
 Christiansted, 00821

Estimate

DATE	ESTIMA...
1/18/2019	267

NAME / ADDRESS
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamoond Frederiksted

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Well Drilling Service	125	55.00	6,875.00
Application Process & Preparation	1	225.00	225.00
Well Screen	1	150.00	150.00
Compressor	2	145.00	290.00
Mud Cetco Super Gel-X (foam)	3	185.00	555.00
Mud Tiger Brand	2	185.00	370.00
Water (Truckload)	1	160.00	160.00
Clean & Pressurize Well/Establish Gallon Per Minute	1	700.00	700.00
Schedule 40 - 6 "	125	4.50	562.50
Gravel #7	1	90.00	90.00
20 Gallon Holding Tank	1	220.00	220.00
Lay Concrete Slab	1	200.00	200.00
Well Seal	1	65.00	65.00
#12 Gauge 4-Wire Type SEOOW	125	1.95	243.75
Installation of Equipment	1	575.00	575.00
Rope	250	0.50	125.00
Water Meter	1	175.00	175.00
Polyurethane Roll	200	1.10	220.00
Submersible Pump	1	765.00	765.00
PVC Accessories (Couplets, etc)	1	175.00	175.00
Control Box	1	120.00	120.00
Lab Test	1	50.00	50.00
Thank you for your interest in Supreme Water services.		TOTAL	\$12,911.25

Supreme Water
 Post Office Box 1562
 Christiansted, 00821

Estimate

DATE	ESTIMA...
2/21/2019	269

NAME / ADDRESS
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamoond Frederiksted

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Well Drilling Service (Well #2)	125	55.00	6,875.00
Application Process & Preparation	1	225.00	225.00
Well Screen	1	150.00	150.00
Compressor	2	145.00	290.00
Mud Cetco Super Gel-X (foam)	3	185.00	555.00
Mud Tiger Brand	2	185.00	370.00
Water (Truckload)	1	160.00	160.00
Clean & Pressurize Well/Establish Gallon Per Minute	1	700.00	700.00
Schedule 40 - 6 "	125	4.50	562.50
Gravel #7	1	90.00	90.00
20 Gallon Holding Tank	1	220.00	220.00
Lay Concrete Slab	1	200.00	200.00
Well Seal	1	65.00	65.00
#12 Gauge 4-Wire Type SEOOW	125	1.95	243.75
Installation of Equipment	1	575.00	575.00
Rope	250	0.50	125.00
Water Meter	1	175.00	175.00
Polyurethane Roll	200	1.10	220.00
Submersible Pump	1	765.00	765.00
PVC Accessories (Couplets, etc)	1	175.00	175.00
Control Box		120.00	120.00
Lab Test	1	50.00	50.00
Thank you for your interest in Supreme Water services.		TOTAL	\$12,911.25

RE: Drilling Rates

David Muhammad <finaltouch54@yahoo.com>
To: "Glass, Alexandra" <Alexandra.Glass@haskell.com>

Fri, Jan 24, 2020 at 11:56 PM

Déar Alexandra,

Thank you for reaching out to us. Yes, we do drilling on St. Croix and the rest of the Virgin Islands. In order to give you a more realistic estimate we would need to access your property. That being said, our base rate for drilling excluding supplies, equipment, mobilization, etc, will be \$65 per foot DTH drilling and \$55 per foot for regular drilling.

I look forward to working up a more accurate estimate soon. Feel free to contact me at 340-277-3541.

David Muhammad

Sent from Mail for Windows 10

From: Glass, Alexandra
Sent: Friday, January 24, 2020 2:33 PM
To: finaltouch54@yahoo.com
Subject: Drilling Rates

Good afternoon,

I received your information off the DPNR/DEP Well Driller Listing for 2019. Do you still provide drilling services on St. Croix, and if so, could you provide me with your rates. Thank you for your time.

Regards,

Alexandra Glass, EIT
Design Associate – Civil
Tel: 904.391.4005
Cel: 904.343.7405
Alexandra.Glass@Haskell.com

Haskell logo clear

111 Riverside Avenue

Jacksonville, FL 32202

904.475.7808 Fax

www.haskell.com

EXHIBIT #3



David Muhammad <supremewater@ gmail.com>

Fwd: CORRECTION- Drilling Rates

David Muhammad <finaltouch54@yahoo.com>
To: David Muhammad <supremewater@ gmail.com>

Fri, Feb 14, 2020 at 7:42 AM

Please respond today to this email.
Thanks

Sent from my iPhone

Begin forwarded message:

From: "Wadkins, Jacob" <Jacob.Wadkins@haskell.com>
Date: February 13, 2020 at 3:50:07 PM AST
To: David Muhammad <finaltouch54@yahoo.com>
Subject: RE: CORRECTION- Drilling Rates

Hey David,

Just wanted to follow up one last time to see if you would still provide us a quote for this work?

Thanks,

Jacob Wadkins, PE
Design Manager - Water
HASKELL

904.357.4874 Office
706.773.0099 Cell

From: Wadkins, Jacob
Sent: Tuesday, February 4, 2020 9:58 AM
To: 'David Muhammad' <finaltouch54@yahoo.com>
Subject: RE: CORRECTION- Drilling Rates

David,

Do you have any questions on this? When do you plan to provide a quote?

Thanks,

Jacob Wadkins, PE
Design Manager - Water
HASKELL

904.357.4874 Office

EXHIBIT #1

706.773.0099 Cell

From: Wadkins, Jacob
Sent: Wednesday, January 29, 2020 4:46 PM
To: David Muhammad <finaltouch54@yahoo.com>
Subject: CORRECTION- Drilling Rates

David,

I have more info on the well sizes – there are four wells that have a 10-inch diameter steel casing and two wells that have a 6-inch diameter PVC casing. The discharge pipe from each well appears to be from ¾" to 1.5". Let me know if you need any more info to provide pricing per the below table.

Thank you,

Jacob Wadkins, PE

Design Manager – Water-

HASKELL

904.357.4874 Office

706.773.0099 Cell

From: Wadkins, Jacob
Sent: Wednesday, January 29, 2020 12:10 PM
To: David Muhammad <finaltouch54@yahoo.com>
Subject: RE: Drilling Rates

Ok thank you David. We would like an assessment to be performed on each of our client's six (6) water supply wells. Most of these wells have an approximate 10-inch diameter steel casing, submersible pump, and a 6-inch PVC discharge pipe. They are all believed to be 100 feet to 150 feet deep. Please provide a proposal for these services broken down as follows:

Item	Unit Cost	Quantity	Total Cost
Drawdown test with continuous level monitoring (48 hours)		6 wells	
Submersible pump removal and evaluation		6 wells	
CCTV/camera of well casing and screen		6 wells	
Per diem expenses (assuming 2 people, 5 days)		5 days	
Travel and misc. expenses (assuming 2 people, 5 days)		1 trip	
Draft and final evaluation report including costs to rehab (by brushing, acid injection, or both)		1 report	
		Total	

Assume the well sites are easily accessible via gravel road and within the Grove Place district in St. Croix. Please let me know if you have any questions or call if you'd like to discuss.

Jacob Wadkins, PE

Design Manager – Water

HASKELL

904.357.4874 Office

706.773.0099 Cell

From: David Muhammad <finaltouch54@yahoo.com>

Sent: Wednesday, January 29, 2020 11:58 AM

To: Wadkins, Jacob <Jacob.Wadkins@haskell.com>

Subject: Re: Drilling Rates

Yes Sir Jacob,

The following is for 6" diameter wells on regular drilling.

And 4" on wells in DTH drilling conditions.

If Overburden drilling must be employed, it 5 1/2" diameter.

And we also provide all the services requested. Depending the wells, cleaning, testing etc.

Sent from my iPhone

On Jan 27, 2020, at 5:52 PM, Wadkins, Jacob <Jacob.Wadkins@haskell.com> wrote:

Hey David,

What diameter wells are the below rates for? We are working on a project for a client who owns and operates six wells that need to be assessed. We are looking for video/camera inspection of the screen and casing, pump tests and assessment, etc. Are these services you provide, and could you send me a brochure or list of your services?

Thanks,

Jacob Wadkins, PE

Design Manager – Water

HASKELL

904.357.4874 Office

706.773.0099 Cell

From: Glass, Alexandra <Alexandra.Glass@haskell.com>

Sent: Monday, January 27, 2020 4:18 PM

To: Wadkins, Jacob <Jacob.Wadkins@haskell.com>

Subject: FW: Drilling Rates

From: David Muhammad [mailto:finaltouch54@yahoo.com]
Sent: Friday, January 24, 2020 10:56 PM
To: Glass, Alexandra <Alexandra.Glass@haskell.com>
Subject: RE: Drilling Rates

External Email

Dear Alexandra,

Thank you for reaching out to us. Yes, we do drilling on St. Croix and the rest of the Virgin Islands. In order to give you a more realistic estimate we would need to access your property. That being said, our base rate for drilling excluding supplies, equipment, mobilization, etc, will be \$65 per foot DTH drilling and \$55 per foot for regular drilling.

I look forward to working up a more accurate estimate soon. Feel free to contact me at 340-277-3541.

David Muhammad

Sent from Mail for Windows 10

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Good afternoon,

I received your information off the DPNR/DEP Well Driller Listing for 2019. Do you still provide drilling services on St. Croix, and if so, could you provide me with your rates. Thank you for your time.

Regards,

Alexandra Glass, EIT

Design Associate – Civil

Tel: 904.391.4005

Cell: 904.343.7405

Alexandra.Glass@Haskell.com

<image001.png>

111 Riverside Avenue

Jacksonville, FL 32202

904.475.7808 Fax

www.haskell.com

Fwd: Cruzan Wells

1 message

David Muhammad <finaltouch54@yahoo.com>
To: David Muhammad <supremewatervi@gmail.com>

Tue, Mar 31, 2020 at 4:21 PM

Sent from my iPhone

Begin forwarded message:

From: "Hunter, Nick" <Nick.Hunter@haskell.com>
Date: March 2, 2020 at 4:24:13 PM AST
To: "finaltouch54@yahoo.com" <finaltouch54@yahoo.com>
Cc: "Shaw, Tiffany M." <Tiffany.Shaw@haskell.com>
Subject: Cruzan Wells

David,

It was great to meet you today.

Here's the information that I have --

Well depth is unknown.

Flow rates (when a study was done a year ago, this may not be accurate now):

Diamond #1 -- 1.2 gpm

Diamond #2 -- 6.8 gpm

Envy #1 -- non-operational

WH5 -- not connected

Envy #2 -- non-operational

Esso #1 -- 60 gpm

Esso #2 -- 50 gpm

Map:

EXHIBIT # 5



Please provide a proposal for the following services:

Item	Unit Cost	Quantity	Total Cost
Drawdown test with continuous level monitoring (48 hours)		6 wells	
Submersible pump removal and evaluation		6 wells	
CCTV/camera of well casing and screen		6 wells	
Per diem expenses (assuming 2 people, 5 days)		5 days	
Travel and misc. expenses (assuming 2 people, 5 days)		1 trip	
Draft and final evaluation report including costs to rehab (by brushing, acid injection, or both)		1 report	
Total			

Best,

NICK HUNTER

Assistant Project Manager

Cell: (678) 294 3425



From: Shaw, Tiffany M. <Tiffany.Shaw@haskell.com>
 Sent: Thursday, February 27, 2020 4:12 PM
 To: Hunter, Nick <Nick.Hunter@haskell.com>
 Subject: RE: Wells

Yes and give us a proposal to do the following:

We would like an assessment to be performed on each of our client's six (6) water supply wells. Most of these wells have an approximate 10-inch diameter steel casing, submersible pump, and a 6-inch PVC discharge pipe. They are all believed to be 100 feet to 150 feet deep. Please provide a proposal for these services broken down as follows:

Item	Unit Cost	Quantity	Total Cost
Drawdown test with continuous level monitoring (48 hours)		6 wells	
Submersible pump removal and evaluation		6 wells	
CCTV/camera of well casing and screen		6 wells	
Per diem expenses (assuming 2 people, 5 days)		6 days	
Travel and misc. expenses (assuming 2 people, 5 days)		1 trip	
Draft and final evaluation report including costs to rehab (by brushing, acid injection, or both)		1 report	
Total			

Tiffany Shaw, PE, ENV SP, DBIA

Director of Design- Water

904.791.4707 Direct

904.386.5269 Cell



111 Riverside Avenue, Jacksonville, FL 32202

904.475.7808 Fax

www.haskell.com

From: Hunter, Nick
 Sent: Thursday, February 27, 2020 2:33 PM
 To: Shaw, Tiffany M. <Tiffany.Shaw@haskell.com>
 Subject: RE: Wells

Tiffany

We have a meeting set up for Monday at 9am with David.

What is the purpose of this – to seem if he would even be willing to touch the wells?

Best,

NICK HUNTER

Assistant Project Manager

Cell: (678) 294 3425



From: Shaw, Tiffany M. <Tiffany.Shaw@haskell.com>
Sent: Wednesday, February 26, 2020 9:49 AM
To: Hunter, Nick <Nick.Hunter@haskell.com>
Subject: RE: Wells

If you leave a message he will usually call you back. Let me know.

Tiffany Shaw, PE, ENV SP, DBIA

Director of Design- Water

904.791.4707 Direct

904.386.5269 Cell



111 Riverside Avenue, Jacksonville, FL 32202

904.475.7808 Fax

www.haskell.com

From: Hunter, Nick
Sent: Wednesday, February 26, 2020 8:45 AM
To: Shaw, Tiffany M. <Tiffany.Shaw@haskell.com>
Cc: Wadkins, Jacob <Jacob.Wadkins@haskell.com>
Subject: Re: Wells

He hasn't answered when I tried to call. I can try again today.

Get Outlook for Android

From: Shaw, Tiffany M. <Tiffany.Shaw@haskell.com>
Sent: Wednesday, February 26, 2020 9:00:00 AM
To: Hunter, Nick <Nick.Hunter@haskell.com>
Cc: Wadkins, Jacob <Jacob.Wadkins@haskell.com>



David Muhammad <supremewatervi@gmail.com>

Invoice

David Muhammad <supremewatervi@gmail.com>

Tue, Mar 17, 2020 at 9:37 AM

To: ericson.etienne@beamsuntory.com


Dear Mr. Etienne:

Please contact my assistant, Lynda at 340-332-7434, when the check for the assessment is ready for pick up.

David Muhammad
340-277-3541



Virus-free. www.avg.com

 invoice 658.pdf
61K

EXHIBIT#6

Supreme Water

Post Office Box 1562
Christiansted, 00821

Invoice

Date	Invoice #
3/10/2020	658

Bill To
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamond Frederiksted

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Well Drilling Service: Assessment	350.00	350.00
Total			\$350.00

Cruzan VIRIL Ltd. - Well Drilling Estimates #1 & #2

David Muhammad <supremewateryi@gmail.com>


Fri, Mar 20, 2020 at 10:12 AM

To: "ericson.etienne@beamsuntory.com" <ericson.etienne@beamsuntory.com>

Please see attached estimate.

[Quoted text hidden]

2 attachments

 Estimate 267 - Cruzan VIRIL #1.pdf
64K


 Estimate 269 - Cruzan VIRIL #2.pdf
64K

EXHIBIT #7



David Muhammad <supremewatervi@gmail.com>

Cruzan VIRIL Ltd. - Well Drilling Estimates #1 & #2

Ericson Etienne <Ericson.Etienne@beamsuntory.com>
To: David Muhammad <supremewatervi@gmail.com>

Fri, Mar 20, 2020 at 10:58 AM

David,

Thank you very much:

Ericson

From: David Muhammad <supremewatervi@gmail.com>
Sent: Friday, March 20, 2020 9:13 AM
To: Ericson Etienne <Ericson.Etienne@beamsuntory.com>
Subject: Fwd: Cruzan VIRIL Ltd. - Well Drilling Estimates #1 & #2

Caution: External Email

Please see attached estimate.

----- Forwarded message -----

From: David Muhammad <supremewatervi@gmail.com>
Date: Thu, Feb 21, 2019 at 1:55 PM
Subject: Cruzan VIRIL Ltd. - Well Drilling Estimates #1 & #2
To: <Roald.charles@beamsuntory.com>

Dear Mr. Charles:

Attached find two estimates numbers 267 and 269 for drilling wells on behalf of Cruzan VIRIL. Please contact me if you have any questions or concerns. My number is 340-277-3541.

Thank you,

David Muhammad

EXHIBIT # 8

Invoice

David Muhammad <supremewatervi@gmail.com>

Fri, Mar 20, 2020 at 10:20 AM

To: "Nick.Hunter@haskell.com" <Nick.Hunter@haskell.com>

Dear Mr. Hunter:

Attached find invoice for the assessment. Please contact my assistant, Lynda at 340-332-7434, when the check is ready for pick up.

I am sorry for the delay on the estimate. We are still working it.

David Muhammad
340-277-3541



Virus-free. www.avg.com


 invoice 658.pdf
61K

EXHIBIT # 9

Invoice

Hunter, Nick <Nick.Hunter@haskell.com>
To: David Muhammad <supremewater@vi@gmail.com>
Cc: "Shaw, Tiffany M." <Tiffany.Shaw@haskell.com>

Thu, Mar 26, 2020 at 10:24 AM

David,

Is there an update to this assessment?

We will pay for this after receive it.

Best,

NICK HUNTER

Assistant Project Manager

Cell: (678) 294 3425



From: David Muhammad <supremewater@vi@gmail.com>
Sent: Friday, March 20, 2020 9:20 AM
To: Hunter, Nick <Nick.Hunter@haskell.com>
Subject: Fwd: Invoice

External Email

Dear Mr. Hunter,

Attached find invoice for the assessment. Please contact my assistant, Lynda at 340-332-7434, when the check is ready for pick up.

I am sorry for the delay on the estimate. We are still working it.

David Muhammad

340-277-3541

EXHIBIT # 10

Subject: Wells

Good Morning Nick

Where you are able to schedule with the well driller to look at the wells?

Tiffany Shaw, PE, ENV SP, DBIA

Director of Design- Water

904.791.4707 Direct

904.386.5269 Cell



111 Riverside Avenue, Jacksonville, FL 32202


904.475.7808 Fax

www.haskell.com

3 attachments

 **HASKELL** image002.png
12K

 **HASKELL** image001.jpg
2K

 **HASKELL** image001.jpg
2K



David Muhammad <supremewater@i@gmail.com>

Invoice


David Muhammad <supremewater@i@gmail.com>
To: "Hunter, Nick" <Nick.Hunter@haskell.com>

Wed, Apr 29, 2020 at 2:24 PM

Dear Nick:

Per your request, find the revised estimate #298.

Sincerely
David Muhammad
340-277-3541

 Virus-free, www.avg.com.

[Quoted text hidden]


 **Estimate 298 - revised.pdf**
63K

EXHIBIT #11

Estimate

DATE	ESTIMA...
4/7/2020	298

NAME / ADDRESS
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamond Frederiksted

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Mobilization	1	10,000.00	10,000.00
Drawdown test with continuous level monitoring	48	225.00	10,800.00
Submersible Pump Removal & Evaluation	4	600.00	2,400.00
CCTV Camera of Well Casing and Screen	4	350.00	1,400.00
Clean & Pressurize Well/Establish Gallons Per Minute	4	1,800.00	7,200.00
Re-case well with 4" casing inside 6" steel casing	4	1,500.00	6,000.00
Per Diem - 2 persons; 5 days	5	300.00	1,500.00
Shipping & Handling		375.00	375.00
		TOTAL	\$39,675.00



David Muhammad <supremewatervi@gmail.com>

Invoice

David Muhammad <supremewatervi@gmail.com>

Fri, Jun 5, 2020 at 9:28 AM

To: "Hunter, Nick" <Nick.Hunter@haskell.com>, "Tiffany.Shaw@haskell.com" <Tiffany.Shaw@haskell.com>

Dear Nick

Please contact me so that I can pick up the check for services rendered v
[Quoted text hidden]


 Estimate 298 - revised.pdf
63K

EXHIBIT # 12

Permitting - Cruzan Water

Morales, Breland <Breland.Morales@haskell.com>

Wed, Jun 10, 2020 at 9:44 AM

To: "supremewatervi@gmail.com" <supremewatervi@gmail.com>

Cc: "Hunter, Nick" <Nick.Hunter@haskell.com>, "Shaw, Tiffany M." <Tiffany.Shaw@haskell.com>

Good Morning David,

I have attached four permits that we need you to fill out, sign and return. Please let me know if you have any questions concerning this! I will follow up at the end of the week about the permits, insurance and address for the contract.

Thanks,

Breland Morales

Haskell | Assistant Project Manager

Infrastructure & Transportation

Offices: 904.657.5057 | Mobile: 904.226.7299




4 attachments Plot 5 S Estate Diamond.pdf
994K Plot 5 N. Estate Diamond.pdf
988K Plot 2 Estate Envy (Esso) West.pdf
991K Plot 2 Estate Envy (Esso) East.pdf
986K

EXHIBIT # 13



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

45 MARS HILL

FREDERIKSTED, ST. CROIX, VI 00840

PHONE: (340) 773-1082, FAX: (340) 773-9310

APPLICATION FOR PERMIT TO DRILL WELL

In compliance with Title 12, Chapter 5, Virgin Islands Code, the undersigned

David Muhammad MDL-019-003

Well Driller Name & License Number

P.O. Box 1562

Christiansted, St. Croix, VI 00821

Mailing Address

340-277-3541

Telephone/Mobile/fax/e-mail

Hereby applies for a permit:

- Drill a well
 Deepen an existing well
 Clean and Refurbish an existing well
 Sealing and well abandonment

CRUZAN VIRIL LTD.

Name Property Owner

(340) 692-2280

Telephone/Mobile/fax/e-mail

Plot #5S Estate Diamond, St. Croix

Estate, Lot Number and Island

407900030100

(Parcel Tax Number)

The well will be drilled to the approximate depth of TBD feet and will be _____ inches in

diameter. It will have _____ feet of casing, constructed of _____ material, _____ feet of screening of _____ (description of screen) and will have _____ (proposed type of casing seal).

Distillery

Purpose of the well

The attached sketch (property map from Cadastral Survey) shows location of proposed well relative to existing building or other physical features, the location of existing wells on the property or nearby adjacent properties, and the location of all know sources of contamination in the vicinity.

If pump will install by the driller, answer the following:

Capacity of pump _____ (GPM), Horsepower _____ (HP), Size _____ (inches)

A log showing the various strata or formation intersected by the well, formation yields and quality, and casing and screening details will be forwarded to the Division of Environmental Protection within 30 days after completion of the drilling operations.

Fee of \$10.00 is attached. (If check, please make payable to the Government of the Virgin Islands).

Will A. Lee
Signature of Property Owner

4/29/20
Date

Signature of Well Driller

Driller's License No.

FOR DEPARTMENT USE ONLY:

DATE: _____ APPROVED: _____ DISAPPROVED: _____

REMARKS and/or SPECIAL CONDITIONS:

SIGNATURE OF WELL INSPECTOR: _____

GROUNDWATER APPROPRIATION PERMIT NUMBER (if approved): _____



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

45 MARS HILL

FREDERIKSTED, ST. CROIX, VI 00840

PHONE: (340) 773-1082, FAX: (340) 773-9310

APPLICATION FOR PERMIT TO DRILL WELL

In compliance with Title 12, Chapter 5, Virgin Islands Code, the undersigned

David Muhammad MDL-019-003

Well Driller Name & License Number

P.O. Box 1562

Christiansted, St. Croix, VI 00821

Mailing Address

340-277-3541

Telephone/Mobile/fax/e-mail

Hereby applies for a permit:

- Drill a well
 Deepen an existing well
 Clean and Refurbish an existing well
 Sealing and well abandonment

CRUZAN VIRIL LTD.

Name Property Owner

(340) 692-2280

Telephone/Mobile/fax/e-mail

Plot #5N Estate Diamond, St. Croix

Estate, Lot Number and Island

407900030100

(Parcel Tax Number)

The well will be drilled to the approximate depth of _____ feet and will be _____ inches in

diameter. It will have _____ feet of casing, constructed of _____ material, _____ feet of screening of _____ (description of screen) and will have _____ (proposed type of casing seal).

Distillery

Purpose of the well

The attached sketch (property map from Cadastral Survey) shows location of proposed well relative to existing building or other physical features, the location of existing wells on the property or nearby adjacent properties, and the location of all know sources of contamination in the vicinity.

If pump will install by the driller, answer the following:

Capacity of pump _____ (GPM), Horsepower _____ (HP), Size _____ (inches)

A log showing the various strata or formation intersected by the well, formation yields and quality, and casing and screening details will be forwarded to the Division of Environmental Protection within 30 days after completion of the drilling operations.

Fee of \$10.00 is attached. (If check, please make payable to the Government of the Virgin Islands).

William Albert Jones
Signature of Property Owner

4/29/20
Date

Signature of Well Driller

Driller's License No.

FOR DEPARTMENT USE ONLY:

DATE: _____ APPROVED: _____ DISAPPROVED: _____

REMARKS and/or SPECIAL CONDITIONS:

SIGNATURE OF WELL INSPECTOR: _____

GROUNDWATER APPROPRIATION PERMIT NUMBER (if approved): _____



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

45 MARS HILL

FREDERIKSTED, ST. CROIX, VI 00840

PHONE: (340) 773-1082, FAX: (340) 773-9310

APPLICATION FOR PERMIT TO DRILL WELL

In compliance with Title 12, Chapter 5, Virgin Islands Code, the undersigned

David Muhammad MDL-019-003

Well Driller Name & License Number

P.O. Box 1562

Christiansted, St. Croix, VI 00821

Mailing Address

340-277-3541

Telephone/Mobile/fax/e-mail

Hereby applies for a permit:

- Drill a well
 Deepen an existing well
 Clean and Refurbish an existing well
 Sealing and well abandonment

CRUZAN VIRIL LTD.

Name Property Owner

(340) 692-2280

Telephone/Mobile/fax/e-mail

Plot #2 Estate Envy (Esso) West, St. Croix

Estate, Lot Number and Island

407900030100

(Parcel Tax Number)

The well will be drilled to the approximate depth of TBD feet and will be _____ inches in

diameter. It will have _____ feet of casing, constructed of _____ material, _____ feet of screening of _____ (description of screen) and will have _____ (proposed type of casing seal).

Distillery

Purpose of the well

The attached sketch (property map from Cadastral Survey) shows location of proposed well relative to existing building or other physical features, the location of existing wells on the property or nearby adjacent properties, and the location of all know sources of contamination in the vicinity.

If pump will install by the driller, answer the following:

Capacity of pump _____ (GPM), Horsepower _____ (HP), Size _____ (inches)

A log showing the various strata or formation intersected by the well, formation yields and quality, and casing and screening details will be forwarded to the Division of Environmental Protection within 30 days after completion of the drilling operations.

Fee of \$10.00 is attached. (If check, please make payable to the Government of the Virgin Islands).

[Signature]
Signature of Property Owner

4/29/20
Date

Signature of Well Driller

Driller's License No.

FOR DEPARTMENT USE ONLY:

DATE: _____ APPROVED: _____ DISAPPROVED: _____

REMARKS and/or SPECIAL CONDITIONS:

SIGNATURE OF WELL INSPECTOR: _____

GROUNDWATER APPROPRIATION PERMIT NUMBER (if approved): _____



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

45 MARS HILL

FREDERIKSTED, ST. CROIX, VI 00840

PHONE: (340) 773-1082, FAX: (340) 773-9310

APPLICATION FOR PERMIT TO DRILL WELL

In compliance with Title 12, Chapter 5, Virgin Islands Code, the undersigned

David Muhammad MDL-019-003

Well Driller Name & License Number

P.O. Box 1562

Christiansted, St. Croix, VI 00821

Mailing Address

340-277-3541

Telephone/Mobile/fax/e-mail

Hereby applies for a permit;

- Drill a well
- Deepen an existing well
- Clean and Refurbish an existing well
- Sealing and well abandonment

CRUZAN VIRIL LTD.

Name Property Owner

(340) 692-2280

Telephone/Mobile/fax/e-mail

Plot #2 Estate Envy (Esso) East, St. Croix

Estate, Lot Number and Island

407900030100

(Parcel Tax Number)

The well will be drilled to the approximate depth of TBD feet and will be _____ inches in

diameter. It will have _____ feet of casing, constructed of _____ material, _____ feet of screening of _____ (description of screen) and will have _____ (proposed type of casing seal).

Distillery

Purpose of the well

The attached sketch (property map from Cadastral Survey) shows location of proposed well relative to existing building or other physical features, the location of existing wells on the property or nearby adjacent properties, and the location of all know sources of contamination in the vicinity.

If pump will install by the driller, answer the following:

Capacity of pump _____ (GPM), Horsepower _____ (HP), Size _____ (inches)

A log showing the various strata or formation intersected by the well, formation yields and quality, and casing and screening details will be forwarded to the Division of Environmental Protection within 30 days after completion of the drilling operations.

Fee of \$10.00 is attached. (If check, please make payable to the Government of the Virgin Islands).

Willie Allen Jones
Signature of Property Owner

4/13/80
Date

Signature of Well Driller

Driller's License No.

FOR DEPARTMENT USE ONLY:

DATE: _____ APPROVED: _____ DISAPPROVED: _____

REMARKS and/or SPECIAL CONDITIONS:

SIGNATURE OF WELL INSPECTOR: _____

GROUNDWATER APPROPRIATION PERMIT NUMBER (if approved): _____

Copy of Check

Morales, Breland <Breland.Morales@haskell.com>
To: David Muhammad <supremewater@supremewater@gmail.com>

Mon, Jun 29, 2020 at 12:34 PM

David,

I have attached a copy of your 60% deposit check. We have it ready once we get the contract executed. How did your meeting go on Friday about insurance and the contract? Please let us know.

Thanks,

Breland Morales

Haskell | Assistant Project Manager

Infrastructure & Transportation

Office: 904.357.5057 | Mobile: 904.226.7499


 Copy of Check - 23805.00.pdf
56K

EXHIBIT #14

Supreme Water LLC
P.O. Box 1562
Christiansted VI 00821

Vendor Number: 250364

INVOICE	DATE	AMOUNT	DISCOUNT	NET	DESCRIPTION
SDV062520	06/25/2020	23,805.00		23,805.00	6710020101smy
CHECK TOTAL AMOUNT					\$23,805.00

THIS CHECK IS PRINTED ON PAPER THAT HAS FLUORESCENT PAPER FIBERS, A WATERMARKED BACKER AND IS REACTIVE TO CHEMICAL ALTERATION



The Haskell Company.

DATE
06/26/2020

CHECK NO.
1185142

64-975
612

Copy of Check

PAY TWENTY THREE THOUSAND EIGHT HUNDRED FIVE AND 00/100 *****
TO THE ORDER OF Supreme Water LLC
P.O. Box 1562
Christiansted VI 00821

AMOUNT
\$23,805.00



Wells Fargo Bank, N.A
Jacksonville, FL

Requires two signatures over \$50,000.00-Void after 90 days.

Progress & Project Schedule

Morales, Breland <Breland.Morales@haskell.com>
To: David Muhammad <supremewater@ gmail.com>
Cc: "Shaw, Tiffany M." <Tiffany.Shaw@haskell.com>

Tue, Jun 30, 2020 at 2:05 PM

David,

Just reaching out to see if there has been any progress made with the contract and COI since we spoke yesterday? We only have 2 weeks of shut down and available time to work on the wells and that begins next Monday, 7/6, previously mentioned, and ends Friday, 7/16. We really need to get this work started if you are requiring 2 full weeks and we need to get permitting submitted as well. Please let me know what the updates there are for the certificate of insurance and an executed contract.

Thanks,

Breland Morales

Haskell | Assistant Project Manager

Infrastructure & Transportation

Office: 904.357.5057 | Mobile: 904.226.7499

EXHIBIT #15

Contract

Morales, Breland <Breland.Morales@haskell.com>
To: David Muhammad <supremewatervi@gmail.com>

Mon, Jul 6, 2020 at 10:05 AM

David,

After speaking with my supervisor she is turning towards her supervisor to see if she can get permission to pay you without a certificate of insurance.

In the meantime, we need you to send over the signed contract so we can start processing that. We also ask that since the contract is signed and we have agreement, that you proceed with the permitting and get those signed and submitted today so we can have those processing this week.

We need you to be on site with permits, insurance and contract completed by next Monday 7/13 to start well drilling.

Please let me know if this is something we can get done. I will follow up with a phone call if I do not hear back.

Thanks,

Breland Morales

Haskell | Assistant Project Manager

Infrastructure & Transportation

Office: 904.357.5057 | Mobile: 904.226.7499

EXHIBIT # 16

Executed Contract re: Supreme Water

David Muhammad <supremewater@gmail.com>
Draft To: "Morales, Breland" <Breland.Morales@haskell.com>

Wed, Jul 8, 2020 at 1:26 PM

Dear Breland:

Attached find the signed contract for work to begin on the Estate Envy and Estate Diamond properties. I look forward to updating you tomorrow.

Sincerely
David Muhammad


 Virus-free. www.avg.com

EXHIBIT # ~~17~~
17

URC Virgin Islands, Inc.

Subcontractor: Supreme Water, LLC. P.O. Box 1562 Christiansted, VI 00821	Project: Cruzan Water Well Supply St Croix PO Box 281 Fredericksted, St. Croix. 00841	Contract Date: 6/11/2020 Contract No. 201-0001 JDE Document No.
Identification No. [Vendor Fed Tax ID #] JDE Vendor No.	Project No. 3801085301	NAICS Code:
Attention: David Muhammad	Project Phone:	Contract Title: Well Assessment and Repair

This Subcontract Agreement is made by and between URC Virgin Islands, Inc. (hereinafter called "Contractor"), and the Subcontractor named above ("Subcontractor"). The Contractor has entered into a General Contract with Cruzan VIRIL (the "Owner"), to perform certain work described as Cruzan Water Supply Wells (the "Project").

In consideration of the mutual promises made herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Contractor and Subcontractor hereby agree to the terms and conditions described herein and in the Contract Documents. The Subcontractor agrees to furnish all labor, materials, equipment, tools, supervision, technical and professional services, insurance and taxes necessary and incidentally required to fully perform the scope of work (the "Work").

ALL FOR THE NOT TO EXCEED AMOUNT OF... **\$39,675.00**

A. SCHEDULE OF VALUES.


<u>Sub Job</u>	<u>Cost Type</u>	<u>Cost Code</u>	<u>Description</u>	<u>Amount</u>
6710020201	14310	33114300	Well Assessment and Repair	\$39,675.00

B. CORRESPONDENCE. To ensure prompt responses and payments, email all correspondence to the appropriate contacts listed below.

Signed Contracts, Notices and Correspondence:

 Attn: David Muhammad
 Email: d.muhammad@supremewater.com
Invoices:

 Attn: Project Accounting
 Email: paccounting@haskell.com
C. CONTRACT DOCUMENTS. The Contract Documents, all of which are incorporated by reference into this Agreement, form the entire agreement between Contractor and Subcontractor and are as fully binding on the parties as if repeated herein. In addition to the Terms and Conditions of the Subcontract Agreement Short Form, the Contract Documents are comprised of the attachments, exhibits, and referenced documents listed below. Subcontractor acknowledges inclusion of the Contract Documents as part of this Agreement. Subcontractor has reviewed and is familiar with all Contract Documents which are in effect as of the date of this Agreement.

Subcontractor Supreme Water, LLC	Contractor URC Virgin Islands, Inc.
Signed By: David Muhammad Title: Senior Partner Email: supremewatervi@gmail.com	Signed By: John Paul Saenz Title: VP/Chief Operating Officer Email: John.Saenz@haskell.com
Signature: 	Signature:

Document Reference Contract Document Title/Description Date

D. UNIT PRICES, HOURLY RATES, ALTERNATES, ALLOWANCES.

The following unit prices, hourly rates, alternates, and allowances have been established for this Agreement and will remain valid for the duration of the project:

<u>Item</u>	<u>Description</u>	<u>Pricing</u>
001	1 Mobilization	\$10,000.00 LS
002	48 Drawdown Test with continuous level monitoring	\$225.00 / test
003	4 Submersible Pump Removal & Evaluation	\$600.00 EA
004	4 CCTV Camera of Well Casing and Screen	\$350.00 EA
005	4 Clean & Pressurize Well/Establish Gallons per Minute	\$1,800.00 EA
006	4 Re-case well with 4" casing inside 6" steel casing	\$1,500.00 EA
007	Per Diem (2 persons, 5 days total)	\$300.00 / day
008	Shipping & Handling	\$375.00 LS

E. INCLUSIONS: The Work shall include, but is not limited to the following:

F. EXCLUSIONS: The following items are specifically excluded:

G. CLARIFICATIONS AND GENERAL NOTES:
 Supreme Water requires a deposit of 60% prior to mobilizing.

H. SCHEDULE:
 Work will begin on 07/06/2020. Schedule will be coordinated with Haskell Personnel.

TERMS AND CONDITIONS OF THE SUBCONTRACT AGREEMENT SHORT FORM**1. PERFORMANCE**

Subcontractor shall place sufficient manpower and equipment on the job so that his Work will continuously progress and be performed in accordance with the Contract insofar as it is applicable and otherwise to the satisfaction of Contractor. If Subcontractor should, in the opinion of Contractor, fail to do so, or fail to perform any of Subcontractor's other obligations hereunder, Contractor may, upon three (3) working days prior written notice, take over Subcontractor's Work and complete this Work at Subcontractor's sole cost and expense.

2. CHANGES

- (a) Subcontractor shall make all requests for changes due to additional work, extensions of time or other damages, in writing to Contractor and receive written approval from Contractor prior to proceeding with such additional work. All requests for changes shall be submitted in a manner and within a time frame so as to allow Contractor to request any necessary changes from the Owner.
- (b) Terms and conditions of proposals, quotations, delivery tickets, invoices, work orders and other similar items, unless specifically made a part of this Subcontract Agreement, shall not be applicable. This Subcontract may be amended only by a written modification signed by both parties.

3. LIENS

Subcontractor shall be responsible for and save Contractor and the Owner harmless from all liens and expenses incurred as a result of liens or claims of lien placed on the property of the Project, whether caused by Subcontractor, Sub-subcontractor, or supplier thereof.

4. PAYMENT

- (a) Subcontractor shall be paid periodically on invoices as approved by Contractor. Contractor agrees to pay approved invoices within thirty (30) days of Subcontractor's invoice date or within thirty (30) days of Subcontractor's completion of the invoiced Work, whichever is later.
- (b) Invoices shall be identified by the project name, project number, and contract number.
- (c) No payment shall be made to the Subcontractor until this Agreement is fully executed and returned to the Contractor. Contractor may require Subcontractor's execution and delivery of lien waivers and releases as a condition to payment.

5. INDEMNITY

- (a) To the fullest extent permitted by law, Subcontractor shall defend, indemnify, reimburse and hold harmless the Owner, Contractor, and their agents and employees, as well as any entities or persons which Contractor is required under the Contract Documents to defend, indemnify, reimburse and hold harmless from and against all claims, damages, losses and expenses, including but not limited to attorneys' and paraprofessional fees and expenses, arising out of or resulting from performance of the Work under this Subcontract, including, without limitation, any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with, in whole or in part, the performance of the Work by Subcontractor, its subcontractors and suppliers, or their agents, servants, or employees. Subcontractor shall not, however, be required to indemnify Contractor from or against claims arising out of Contractor's sole negligence. Subcontractor's obligation hereunder shall not be limited by the provisions of any worker's compensation or similar act. Further, Subcontractor agrees that should any of its employees, subcontractors, labor (including any unions or other entities furnishing labor), suppliers or vendors, at any tier level, assert a claim against the Project, Owner or Contractor, then Subcontractor will defend, indemnify and save harmless Contractor and Owner from any such claims, including but not limited to bonding off any liens.
- (b) This Article 5 shall be enforced to the full extent permitted by law and neither party will challenge the validity thereof. If for some reason this Article 5 or any part hereof is determined to not be enforceable the way it is written, this Article 5 shall be construed to be enforceable up to whatever limit is established by applicable law. In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Subcontract with respect to Subcontractor's indemnification of Contractor and Owner for liability caused in whole or in part by any act, omission or default by Contractor and Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by Article 6 of this Subcontract. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Subcontract, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties under this Subcontract. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.
- (c) Subcontractor shall strictly comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Project and expressly agrees to indemnify, defend, and hold Contractor and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.

- (d) This Article 5 shall survive any expiration or termination of this Subcontract and/or completion of the Work required hereunder.

6. INSURANCE

Prior to commencing the Work, Subcontractor shall obtain, and maintain in force until the completion of the Work, insurance of the types and in the amounts described below. Subcontractor shall furnish Contractor copies of certificates of insurance. Subcontractor shall name Contractor as additional insured under the General Liability policy. The Subcontractor's insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to Contractor. There shall be no endorsement or modification of the CGL to make it excess over other available insurance.

Workman's Compensation:	Statutory maximum requirement at project location
Employers Liability:	\$500,000 each accident \$500,000 each employee \$500,000 policy limit
General Liability:	\$500,000 each occurrence \$500,000 products/completed operations aggregate \$500,000 general aggregate
Automobile Liability:	\$350,000 each accident

7. COMPLIANCE

Subcontractor warrants that he is, and during the course of the Work on the Project will remain, in full compliance with all licensing requirements under applicable federal, state and local laws. Subcontractor is required to abide by all local, state and federal health and safety laws and regulations, and the requirements of the Contractor's Safety Program and any project specific safety requirements.

8. LITIGATION

In the event it shall become necessary for Contractor to retain legal counsel to enforce any of its rights against Subcontractor hereunder, then Subcontractor shall be responsible for payment of all reasonable attorney's fees and other costs of litigation, if necessary.

9. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference.

10. ZERO HARRASSMENT TOLERANCE POLICY

- (a) The Zero Harassment Tolerance Policy is in addition to those requirements imposed upon Contractor under applicable law as a government contractor and in turn are additional requirements that are being imposed by Contractor upon its subcontractors, vendors and suppliers. Contractor prohibits and will not tolerate harassment based on sex (with or without sexual conduct), race, color, religion, national origin, age, disability, veteran status, pregnancy, marital status, sexual orientation, genetic information, gender identity or gender expression or any other status protected by federal, state or local law. This prohibition covers harassment by anyone in the workplace - supervisors, co-workers, or non-employees.
- (b) If Subcontractor is involved in, has observed, or is otherwise aware of a harassment situation, Subcontractor must immediately report the incident to Haskell Alert Line at 877-874-8416 or Haskell.alertline.com.
- (c) Every complaint of harassment will be investigated promptly, thoroughly, and in an impartial manner. The individual who conducts the investigation will objectively gather and consider the relevant facts. Contractor will protect the confidentiality of complaints to the extent possible.
- (d) Subcontractor will seek to ensure and maintain a "Zero Tolerance Policy" in regards to a work environment free of harassment, intimidation and coercion at all its work sites and in facilities at which the Subcontractor's employees are assigned to work. Subcontractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Subcontractor's "Zero Tolerance Policy" to maintain such a hostile-free work environment. Subcontractor will protect all individuals or any member of a protected class working at sites or facilities, whether as employees of Subcontractor or as employees of any contractor or subcontractor working at such sites or facilities. Subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Agreement.

11. ANTI TRAFFICKING POLICY AND COMPLIANCE

- (a) Contractor prohibits and will not tolerate human trafficking-related activities. Pursuant to U.S. law, Federal Acquisition Regulation Subpart 22.17 and 52.222-50, forced, bonded (including debt bondage) or indentured labor, commercial sex, involuntary prison labor, slavery, or trafficking of persons shall not be used in relation to Subcontractor's business or Work on this Project. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.
- (b) If Subcontractor is involved in, has observed, or is otherwise aware of a trafficking situation, Subcontractor must immediately report the incident to Contractor's onsite Project Superintendent or the Project Manager who may be contacted at the following number: 1-877-874-8416.
- (c) Every complaint of trafficking will be investigated promptly, thoroughly, and in an impartial manner. The individual who conducts the investigation will objectively gather and consider the relevant facts. Contractor will protect the confidentiality of complaints to the extent possible.

Cruzan Water Wells - Well Assessment Contract

Morales, Breland <Breland.Morales@haskell.com>

Mon, Jul 13, 2020 at 11:56 AM

To: David Muhammad <supremewatervi@gmail.com>

Cc: "Shaw, Tiffany M." <Tiffany.Shaw@haskell.com>, "Jones, Harold L." <Harold.Jones@haskell.com>

David,

Please see attached fully executed contract for the Cruzan Water Wells Project. Please note that some of the accounting numbers changed on our end – but nothing else has changed. If you have questions, or concerns about the account number changes just give me a call!

Thanks,

Breland Morales

Haskell | Assistant Project Manager

Infrastructure & Transportation

Office: 904.357.5057 | Mobile: 904.226.7499


 062520_Supreme_SFSC_Executed.pdf
3419K

EXHIBIT #18



Subcontract Agreement Short Form

URC Virgin Islands, Inc.

Subcontractor: Supreme Water, LLC, P.O. Box 1562 Christiansted, VI 00821	Project: Cruzan Water Well Supply St Croix PO Box 281 Fredericksted, St. Croix, 00841	Contract Date: 6/11/2020 Contract No. 201-0001 101-0001 JDE Document No.
Identification No. [Vendor Fed Tax ID #] JDE Vendor No.	Project No. 9881085301 6710020	NAICS Code:
Attention: David Muhammad	Project Phone:	Contract Title: Well Assessment and Repair

This Subcontract Agreement is made by and between URC Virgin Islands, Inc. (hereinafter called "Contractor"), and the Subcontractor named above ("Subcontractor"). The Contractor has entered into a General Contract with Cruzan VIRIL (the "Owner"), to perform certain work described as Cruzan Water Supply Wells (the "Project").

In consideration of the mutual promises made herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Contractor and Subcontractor hereby agree to the terms and conditions described herein and in the Contract Documents. The Subcontractor agrees to furnish all labor, materials, equipment, tools, supervision, technical and professional services, insurance and taxes necessary and incidentally required to fully perform the scope of work (the "Work").

ALL FOR THE NOT TO EXCEED AMOUNT OF **\$39,675.00**

A. SCHEDULE OF VALUES.

Sub Job	Cost Type	Cost Code	Description	Amount
6710020201	14310	33114300	Well Assessment and Repair	\$39,675.00
6710020101	14310	33114300		

Insert, edit, or delete rows as needed.

B. CORRESPONDENCE. To ensure prompt responses and payments, email all correspondence to the appropriate contacts listed below.


Signed Contracts, Notices and Correspondence:

Attn: David Muhammad
 Email: supremewatervi@gmail.com

Invoices:

Attn: Project Accounting
 Email: ap@haskell.com

C. CONTRACT DOCUMENTS. The Contract Documents, all of which are incorporated by reference into this Agreement, form the entire agreement between Contractor and Subcontractor and are as fully binding on the parties as if repeated herein. In addition to the Terms and Conditions of the Subcontract Agreement Short Form, the Contract Documents are comprised of the attachments, exhibits, and referenced documents listed below. Subcontractor acknowledges inclusion of the Contract Documents as part of this Agreement. Subcontractor has reviewed and is familiar with all Contract Documents which are in effect as of the date of this Agreement.

Subcontractor Supreme Water, LLC	Contractor URC Virgin Islands, Inc.
Signed By: David Muhammad Title: Senior Partner Email: supremewatervi@gmail.com 	Signed By: John Paul Saenz Nick Hunter Title: VP/Chief Operating Officer Assistant Project Manager Email: John.Saenz@haskell.com Nick.Hunter@haskell.com Signature: Nick Hunter <small>Digitally signed by Nick Hunter DN: C=US, E=nick.hunter@haskell.com, CN=Nick Hunter Date: 2020.07.09 09:16:30-0400'</small>

<u>Document Reference</u>	<u>Contract Document Title/Description</u>	<u>Date</u>
---------------------------	--	-------------

Insert, edit, or delete rows as needed.

D. UNIT PRICES, HOURLY RATES, ALTERNATES, ALLOWANCES.

The following unit prices, hourly rates, alternates, and allowances have been established for this Agreement and will remain valid for the duration of the project:

<u>Item</u>	<u>Description</u>	<u>Pricing</u>
001	1 Mobilization	\$10,000.00 LS
002	48 Drawdown Test with continuous level monitoring	\$225.00 / test
003	4 Submersible Pump Removal & Evaluation	\$600.00 EA
004	4 CCTV Camera of Well Casing and Screen	\$350.00 EA
005	4 Clean & Pressurize Well/Establish Gallons per Minute	\$1,800.00 EA
006	4 Re-case well with 4" casing inside 6" steel casing	\$1,500.00 EA
007	Per Diem (2 persons, 5 days total)	\$300.00 / day
008	Shipping & Handling	\$375.00 LS

Insert, edit, or delete rows as needed.

E. INCLUSIONS: The Work shall include, but is not limited to the following:

F. EXCLUSIONS: The following items are specifically excluded:

G. CLARIFICATIONS AND GENERAL NOTES:

Supreme Water requires a deposit of 60% prior to mobilizing.

H. SCHEDULE:

Work will begin on 07/06/2020. Schedule will be coordinated with Haskell Personnel.

TERMS AND CONDITIONS OF THE SUBCONTRACT AGREEMENT SHORT FORM**1. PERFORMANCE**

Subcontractor shall place sufficient manpower and equipment on the job so that his Work will continuously progress and be performed in accordance with the Contract insofar as it is applicable and otherwise to the satisfaction of Contractor. If Subcontractor should, in the opinion of Contractor, fail to do so, or fail to perform any of Subcontractor's other obligations hereunder, Contractor may, upon three (3) working days prior written notice, take over Subcontractor's Work and complete this Work at Subcontractor's sole cost and expense.

2. CHANGES

- (a) Subcontractor shall make all requests for changes due to additional work, extensions of time or other damages, in writing to Contractor and receive written approval from Contractor prior to proceeding with such additional work. All requests for changes shall be submitted in a manner and within a time frame so as to allow Contractor to request any necessary changes from the Owner.
- (b) Terms and conditions of proposals, quotations, delivery tickets, invoices, work orders and other similar items, unless specifically made a part of this Subcontract Agreement, shall not be applicable. This Subcontract may be amended only by a written modification signed by both parties.

3. LIENS

Subcontractor shall be responsible for and save Contractor and the Owner harmless from all liens and expenses incurred as a result of liens or claims of lien placed on the property of the Project, whether caused by Subcontractor, Sub-subcontractor, or supplier thereof.

4. PAYMENT

- (a) Subcontractor shall be paid periodically on invoices as approved by Contractor. Contractor agrees to pay approved invoices within thirty (30) days of Subcontractor's invoice date or within thirty (30) days of Subcontractor's completion of the invoiced Work, whichever is later.
- (b) Invoices shall be identified by the project name, project number, and contract number.
- (c) No payment shall be made to the Subcontractor until this Agreement is fully executed and returned to the Contractor. Contractor may require Subcontractor's execution and delivery of lien waivers and releases as a condition to payment.

5. INDEMNITY

- (a) To the fullest extent permitted by law, Subcontractor shall defend, indemnify, reimburse and hold harmless the Owner, Contractor, and their agents and employees, as well as any entities or persons which Contractor is required under the Contract Documents to defend, indemnify, reimburse and hold harmless from and against all claims, damages, losses and expenses, including but not limited to attorneys' and paraprofessional fees and expenses, arising out of or resulting from performance of the Work under this Subcontract, including, without limitation, any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with, in whole or in part, the performance of the Work by Subcontractor, its subcontractors and suppliers, or their agents, servants, or employees. Subcontractor shall not, however, be required to indemnify Contractor from or against claims arising out of Contractor's sole negligence. Subcontractor's obligation hereunder shall not be limited by the provisions of any worker's compensation or similar act. Further, Subcontractor agrees that should any of its employees, subcontractors, labor (including any unions or other entities furnishing labor), suppliers or vendors, at any tier level, assert a claim against the Project, Owner or Contractor, then Subcontractor will defend, indemnify and save harmless Contractor and Owner from any such claims, including but not limited to bonding off any liens.
- (b) This Article 5 shall be enforced to the full extent permitted by law and neither party will challenge the validity thereof. If for some reason this Article 5 or any part hereof is determined to not be enforceable the way it is written, this Article 5 shall be construed to be enforceable up to whatever limit is established by applicable law. In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Subcontract with respect to Subcontractor's indemnification of Contractor and Owner for liability caused in whole or in part by any act, omission or default by Contractor and Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by Article 6 of this Subcontract. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Subcontract, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties under this Subcontract. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.
- (c) Subcontractor shall strictly comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Project and expressly agrees to indemnify, defend, and hold Contractor and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.

(d) This Article 5 shall survive any expiration or termination of this Subcontract and/or completion of the Work required hereunder.

6. INSURANCE

Prior to commencing the Work, Subcontractor shall obtain, and maintain in force until the completion of the Work, insurance of the types and in the amounts described below. Subcontractor shall furnish Contractor copies of certificates of insurance. Subcontractor shall name Contractor as additional insured under the General Liability policy. The Subcontractor's insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to Contractor. There shall be no endorsement or modification of the CGL to make it excess over other available insurance.

Workman's Compensation:	Statutory maximum requirement at project location
Employers Liability:	\$500,000 each accident
	\$500,000 each employee
	\$500,000 policy limit
General Liability:	\$500,000 each occurrence
	\$500,000 products/completed operations aggregate
	\$500,000 general aggregate
Automobile Liability:	\$350,000 each accident

7. COMPLIANCE

Subcontractor warrants that he is, and during the course of the Work on the Project will remain, in full compliance with all licensing requirements under applicable federal, state and local laws. Subcontractor is required to abide by all local, state and federal health and safety laws and regulations, and the requirements of the Contractor's Safety Program and any project specific safety requirements.

8. LITIGATION

In the event it shall become necessary for Contractor to retain legal counsel to enforce any of its rights against Subcontractor hereunder, then Subcontractor shall be responsible for payment of all reasonable attorney's fees and other costs of litigation, if necessary.

9. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference.

10. ZERO HARRASSMENT TOLERANCE POLICY

- (a) The Zero Harassment Tolerance Policy is in addition to those requirements imposed upon Contractor under applicable law as a government contractor and in turn are additional requirements that are being imposed by Contractor upon its subcontractors, vendors and suppliers. Contractor prohibits and will not tolerate harassment based on sex (with or without sexual conduct), race, color, religion, national origin, age, disability, veteran status, pregnancy, marital status, sexual orientation, genetic information, gender identity or gender expression or any other status protected by federal, state or local law. This prohibition covers harassment by anyone in the workplace - supervisors, co-workers, or non-employees.
- (b) If Subcontractor is involved in, has observed, or is otherwise aware of a harassment situation, Subcontractor must immediately report the incident to Haskell Alert Line at 877-874-8416 or Haskell.alertline.com.
- (c) Every complaint of harassment will be investigated promptly, thoroughly, and in an impartial manner. The individual who conducts the investigation will objectively gather and consider the relevant facts. Contractor will protect the confidentiality of complaints to the extent possible.
- (d) Subcontractor will seek to ensure and maintain a "Zero Tolerance Policy" in regards to a work environment free of harassment, intimidation and coercion at all its work sites and in facilities at which the Subcontractor's employees are assigned to work. Subcontractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Subcontractor's "Zero Tolerance Policy" to maintain such a hostile-free work environment. Subcontractor will protect all individuals or any member of a protected class working at sites or facilities, whether as employees of Subcontractor or as employees of any contractor or subcontractor working at such sites or facilities. Subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Agreement.

11. ANTI TRAFFICKING POLICY AND COMPLIANCE

- (a) Contractor prohibits and will not tolerate human trafficking-related activities. Pursuant to U.S. law, Federal Acquisition Regulation Subpart 22.17 and 52.222-50, forced, bonded (including debt bondage) or indentured labor, commercial sex, involuntary prison labor, slavery, or trafficking of persons shall not be used in relation to Subcontractor's business or Work on this Project. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.
- (b) If Subcontractor is involved in, has observed, or is otherwise aware of a trafficking situation, Subcontractor must immediately report the incident to Contractor's onsite Project Superintendent or the Project Manager who may be contacted at the following number: 1-877-874-8416.
- (c) Every complaint of trafficking will be investigated promptly, thoroughly, and in an impartial manner. The individual who conducts the investigation will objectively gather and consider the relevant facts. Contractor will protect the confidentiality of complaints to the extent possible.



David Muhammad <supremewatervi@gmail.com>

(no subject)

David Muhammad <supremewatervi@gmail.com>
To: Breland.Morales@haskell.com

Tue, Jul 21, 2020 at 9:58 AM

Good Morning Breland:

Attached find the insurance binder.

David Muhammad


 Insurance Binder.pdf
1410K

EXHIBIT #19



David Muhammad <supremewatervi@gmail.com>

Cruzan VIRIL - Final bill, Invoice & Statement

David Muhammad <supremewatervi@gmail.com>

Thu, Jul 23, 2020 at 6:03 PM

To: "Hunter, Nick" <Nick.Hunter@haskell.com>, "Morales, Breland" <Breland.Morales@haskell.com>

Dear Breland:

Attached find Supreme Water's final bill, previous invoice with payment applied & Statement to Cruzan VIRIL.

Thank you for deciding to utilize our services.

David Muhammad



Virus-free. www.avg.com

3 attachments




-  Invoice 665.pdf
72K
-  Invoice 667.pdf
69K
-  Statment 07242020.pdf
264K

EXHIBIT #20

SUPREME WATER LLC

Post Office Box 1562
 Christiansted, VI 00821
 340-277-3541 --
 supremewatervi@gmail.com

Invoice

Date	Invoice #
7/23/2020	665

Bill To
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamond Frederiksted

P.O. No.	Terms	Project

Item	Description	Est Amt	Qty	Rate	Amount
001	Mobilization	10,000.00	1	10,000.00	10,000.00
001	Drawdown test with continuous level monitoring	10,800.00	48	225.00	10,800.00
001	Submersible Pump Removal & Evaluation	2,400.00	4	600.00	2,400.00
001	CCTV Camera of Well Casing and Screen	1,400.00	4	350.00	1,400.00
002	Clean & Pressurize Well/Establish Gallons Per Minute	7,200.00	4	1,800.00	7,200.00
001	Re-case well with 4" casing inside 6" steel casing	6,000.00	4	1,500.00	6,000.00
001	Per Diem - 2 persons; 5 days	1,500.00	5	300.00	1,500.00
020	Shipping & Handling	375.00		375.00	375.00

Total				\$39,675.00
Payments/Credits				-\$23,805.00
Balance Due				\$15,870.00

SUPREME WATER LLC

Post Office Box 1562
 Christiansted, VI 00821
 340-277-3541 --
 supremewatervi@gmail.com

Invoice

Date	Invoice #
7/23/2020	667

Bill To
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamond Frederiksted

P.O. No.	Terms	Project

Item	Description	Est Amt	Qty	Rate	Amount
001	Drawdown test with continuous level monitoring		144	225.00	32,400.00
021	Schedule 40 (4")		100	3.95	395.00
005	Well Screens		3	225.00	675.00

Total	\$33,470.00
Payments/Credits	\$0.00
Balance Due	\$33,470.00



David Muhammad <supremewatervi@gmail.com>

Cruzan VIRIL - UPDATED Final bill: Invoice & Statement

David Muhammad <supremewatervi@gmail.com>

Sun, Aug 2, 2020 at 11:48 AM

To: "Hunter, Nick" <Nick.Hunter@haskell.com>, "Morales, Breland" <Breland.Morales@haskell.com>

Dear Nick and Breland:

The attached invoice and statement should conclude all work performed at Cruzan VIRIL and the total amount due.


Thank you for deciding to utilize our services,

David Muhammad



Virus-free: www.avg.com

2 attachments

 Statement 08032020.pdf
264K


 Invoice 668.pdf
68K

EXHIBIT #21

SUPREME WATER LLC

Post Office Box 1562
 Christiansted, VI 00821
 340-277-3541 -- supremewatervi@gmail.com

Invoice

Date	Invoice #
8/2/2020	668

Bill To
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamond Frederiksted

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
2	Well Screen	-225.00	-450.00
4	Application Process & Preparation	240.00	960.00
1	Installation of Equipment: Remove old pump and control box; install new pump and control box	375.00	375.00
10	Knuckle Boom Crane Rental	300.00	3,000.00
4	Transportation Pick up & delivery of pipes	100.00	400.00

Thank you for your business,

Total \$4,285.00



David Muhammad <supremewater@ gmail.com>

Re: Supreme Water LLC (W-9)

Morales, Breland <Breland.Morales@haskell.com>
To: David Muhammad <supremewater@ gmail.com>

Tue, Aug 4, 2020 at 9:38 AM

Thanks David!

Any updates on the report? We cannot pay you until we have the report.

Breland Morales

Haskell | Assistant Project Manager

[Quoted text hidden]

EXHIBIT # 22



David Muhammad <supremewater@gmail.com>

Location of Wells - Haskell

Morales, Breland <Breland.Morales@haskell.com>
To: David Muhammad <supremewater@gmail.com>

Mon, Aug 10, 2020 at 11:07 AM

David,

Per our phone conversation I am sending over the latitude and longitude of the four wells so we can wrap up the report.

Diamond 1 (N): 17.703646, -64.827976

Diamond 2 (S): 17.703089, -64.827715

Esso 1: 17.698080, -64.802873

Esso 2: 17.8698167, -64.801829

Thanks,

Breland Morales

Haskell | Assistant Project Manager

Infrastructure & Transportation

Office: 904.357.5057 | Mobile: 904.226.7499

EXHIBIT #23

Drawdown & Pictures - Reports on Cruzan VIRIL

David Muhammad <supremewaterervi@gmail.com>
To: "Morales, Breland" <Breland.Morales@haskell.com>

Wed, Aug 12, 2020 at 1:05 PM

Dear Breland:


Attached find the four drawdown reports, pictures and a link below to videos on the Cruzan VIRIL project. Should you have any questions, please let me know.

Thank you for utilizing Supreme Water services.

David Muhammad
340-277-3541

Link to Cruzan VIRIL videos:

https://drive.google.com/file/d/107snSGUd8W1BVSLUxgasP8xADqI_Boj/view?usp=sharing,%20https://drive.google.com/file/d/1EiOMi1N-D8Ga2nN8Lr5AzjFINGuV8Afq/view?usp=sharing,%20https://drive.google.com/file/d/1FwgH0bG1k-j1mmVusCqQEj73qISmjYx8/view?usp=sharing,%20https://drive.google.com/file/d/1U33avYtwdad7FbwRjzBvJA-3V6QPj1TH/view?usp=sharing,%20https://drive.google.com/file/d/1X9HMErT4PO-vwNFrE5B9XvtQO-cGdwR5/view?usp=sharing,%20https://drive.google.com/file/d/1XZ-PxhmMiiMnmwixJsMTZOmU0M_kUqY/view?usp=sharing,%20https://drive.google.com/file/d/1mZnW1_aZy_lhQ-7F40MKWp4315myWfAq/view?usp=sharing

 Virus-free. www.avg.com

4 attachments





-  ESS0 2 - Report.pdf
2611K
-  Diamond 2 - Report.pdf
2860K
-  ESS0 1 - Report.pdf
3072K
-  Diamond 1 - Report.pdf
5020K

EXHIBIT #24

Supreme Water Well Drilling Services



August 12, 2020

ESSO #2 Plot #2 Estate Envy (Esso) East, St. Croix Well Number 2012-531-1316

**David Muhammad
WDL-020-003**



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

46 MARS HILL

FREDERIKSTED, ST. CROIX, VI 00840

PHONE: (340) 773-1082, FAX: (340) 692-9794

WELL DRILLING PERMIT

NEW PERMIT (X)

RENEWAL PERMIT ()

In accordance with the provisions of Title 12, Chapter 5, Virgin Islands Code, as amended, dealing with the drilling of a well, a permit is hereby issued to:

David Muhammad / WDL-020-003
(Name of Driller/License number)

PO Box 1562 Christiansted, St Croix, 00821 (340) 277-3541
(Mailing Address & Telephone Number)

CRUZAN VIRIL, LTD.
(Name of Property Owner)

PO Box 281, Fredericksted, St Croix, 00841 (340) 692-2280
(Mailing Address, Telephone)

Clean and Refurbish an existing well (s) (well # F-W 6) located at:

Plot #2 Estate Envy (Esso) East, St. Croix
(Estate & Lot Number and Municipality)

407900030100
(Property Tax Number)

Well Number: 2012-531-1316

Watershed: Airport

2012-531-1316


1 | Page

According to the plan submitted in the application for this permit and approved by the division's well inspector, this permit is granted with the following conditions:

1. Well log shall be completed and delivered to the Office of the Director of Division of Environmental Protection within thirty (30) days after the completion of the well drilling operation, for each hole drilled.
 2. The well shall have an opening of not less than 4 inch in diameter for the measurement of water level by means of a wetted steel tape.
 3. The well shall have a pump and a meter to record the amount of water drawn from well.
 4. Water sample shall be furnished upon request.
- This permit is valid from July 8, 2020 to July 8, 2021.
- The holder is responsible for making a renewal application with or without notice from this Division. In the event of failure to do so, it will be understood that the permit has expired.

The Commissioner shall have the power to revoke, suspend or amend any appropriation permit issued hereunder, upon finding, after public notice and adequate hearing, that such revocation, suspension or amendment is in the public interest; provided that any person aggrieved by any such decision of the Commissioner may appeal such decision to the Board of Land Use Appeals within ten (10) days of the decision; provided, further, that all decisions of the Commissioner shall be final except upon findings by the Board of Land Use Appeals that the same was arrived at by fraud or illegal means.

REMARKS and/or SPECIAL CONDITIONS:


Austin F. Callwood
Director, DEP

7/8/2020
Date

SS
JJ



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
 DEPARTMENT OF PLANNING AND NATURAL RESOURCES
 DIVISION OF ENVIRONMENTAL PROTECTION

WELL DRILLER'S REPORT

2012-531-1316 / WDL-020-003
 (Well drilling Permit No.; Drillers License No.)

CRUZAN VIRIL LTD
 (Name of Property Owner)

P.O. Box 281, F'STED ST. CROIX 00841 (340) 692-2286
 (Mailing Address, Telephone)

17.8698167, -64.801829
 (Location; Latitude; Longitude)

Type:

Drilled
 Driven
 Other:

Started: 7/17/2020 Finished: 7/27/2020

Total Depth: 100 Casing Type: Galv. Black Other PVC

Depth: 100 feet Diameter: 8 inch Water Level: 21
 Flowing: yes no If not, how far down? _____ Feet

Yield: Flow 50 GPM Pump N/A GPM or N/A GPH

Drawdown from pumping: 22.0 feet or _____ vac.

Use: N/A Taste: N/A Odor: N/A Hardness: N/A Iron: N/A

Permanent Pump Installation: N/A Manufacture: N/A

Type: N/A HP: 7 1/2 Capacity: N/A GPM

Installed by: N/A Date: N/A

Person Filling Out Form: David Muhammad

Address: P.O. Box 1562 C'STED ST. CROIX 00821

DRAWDOWN TEST

7/14/2020

DRILLER'S LOG

From	To	Material Description
STATIC LEVEL	DRAW DOWN	
4:50 PM 21'	21	
5:25 PM	21.8 FT	76455500
5:48 PM	21.9'	76456000
6:35 PM	22.0	
7:50 PM	22.0	
8:50 PM	22.0	
9:20 PM	22.0	
10:20 PM	22.0	76472000
11:20 PM	22.0	
12:20 AM	22.0	
1:20 AM	22.0	
2:20 AM	22.0	
3:16 AM	22.0	
4:16 AM	22.0	
5:20 AM	22.0	
6:30 AM	22.0	76500200
7:30 AM	22.0	76501500

Remark: We have drilled a 2 1/2" hole to a depth of 22.0 feet. The formation consists of Plastics and Natural Resources within this interval after the completion of the well drilling operation. See well log.

DRAWDOWN TEST

DRILLER'S LOG

From	To Draw Down at	Material Description
8:30 Am	22.0	
9:00 Am	22.0	76505200
10:30 Am	22.0	
11:30 Am	22.0	
12:00 Pm	22.0	76516300
1:00 Pm	22.0	
2:00 Pm	22.0	
3:00 Pm	22.0	76524500
4:00 Pm	22.0	76529100
5:00 Pm	22.0	
6:00 Pm	22.0	
7:00 Pm	22.0	
8:00 Pm	22.0	76540400
8:30 Pm	22.0	
9:00 Pm	22.0	76543200
10:00 Pm	22.0	76546000
11:00 Pm	22.0	
12:00 Am	22.0	

24
HR

Remarks: Well has shut in since 10:00 p.m. of 10/22/00. The drawdown test was completed on 10/22/00 and 24 hours rest was given to the well after the completion of the well drilling operation on each day.

**THIS WATER END MUST
BE MOUNTED ON A
7 1/2HP OR LARGER
CSA LISTED MOTOR**

⚠ WARNING ⚠ AVERTISSEMENT ⚠ ADVERTENCIA



Hazardous voltage. Disconnect and lockout power prior to service or maintenance. Refer to instruction manual for pump and plumbing installation must conform to local and national codes. Do not operate at closed discharge. Failure to follow these instructions may result in personal injury including death and property damage.

Tout travail de réparation. Verrouiller le circuit d'alimentation électrique en position OFF avant de travailler sur la pompe. Voir le manuel de directives pour installer la pompe et les installations électriques doivent être conformes aux prescriptions des codes nationaux pertinents. Ne pas faire fonctionner la pompe à sec. Ne pas faire fonctionner la pompe à décharge fermée pendant le fonctionnement de cette dernière. Le non-respect de ces instructions peut causer des blessures, voire la mort, ainsi que des dommages matériels.

Trabajo de reparación. Desconecte y bloquee el suministro eléctrico antes de trabajar en la bomba. Consulte el manual de instrucciones en cuanto a la instalación eléctrica y de tuberías deben cumplir con los códigos nacionales y locales. No haga funcionar la bomba con la descarga cerrada. Si se hace caso omiso de estas advertencias, podrían ocasionarse lesiones o aún la muerte de personas.



Supreme Water Well Drilling Services



August 12, 2020

DIAMOND #2
Plot #5N Estate Diamond, St. Croix
Well Number 2012-531-1314

David Muhammad
WDL-020-003



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

45 MARS HILL
FREDERIKSTED, ST. CROIX, VI 00840
PHONE: (340) 773-1082, FAX: (340) 692-9794

WELL DRILLING PERMIT

NEW PERMIT (X)

RENEWAL PERMIT ()

In accordance with the provisions of Title 12, Chapter 5, Virgin Islands Code, as amended, dealing with the drilling of a well, a permit is hereby issued to:

David Muhammad / WDL-019-003
(Name of Driller/License number)

PO Box 1562 Christiansted, St Croix, 00821 (340) 277-3541
(Mailing Address & Telephone Number)

CRUZAN VIRIL, LTD.
(Name of Property Owner)

PO Box 281, Fredericksted, St Croix, 00841 (340) 692-2280
(Mailing Address, Telephone)

Clean and Refurbish an existing well (s) (well # D-W1) located at:

Plot #5N Estate Diamond, St. Croix
(Estate & Lot Number and Municipality)

407900030100
(Property Tax Number)

Well Number: 2012-531-1314

Watershed: Airport

2012-531-1314

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GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

WELL DRILLER'S REPORT

#2012-531-1314 WDL-019-003

(Well drilling Permit No.; Drillers License No.)

CRUZAN VIRGIL, LTD

(Name of Property Owner)

P.O. Box 281 FSTED ST. CROIX 00841 (340) 692-2280

(Mailing Address, Telephone)

(S) 17.703089, -64.827715

(Location; Latitude; Longitude)

Type:

Drilled ()

Driven ()

Other (X) P.V.C

Started: 7/14/2020 Finished: 7/27/2020

Total Depth: 95 Casing Type: () Galv. () Black (X) Other P.V.C

Depth: 95 feet Diameter: 6 inch Water Level: 46.0'

Flowing: () yes () no If not, how far down? Feet

Yield: Flow 10 GPM Pump N/A GPM or N/A GPH

Drawdown from pumping: 50.6 feet or vac.

Use: Yes Taste: N/A Odor: N/A Hardness: N/A Iron: N/A

Permanent Pump Installation: YES Manufacture: N/A

Type: N/A HP: N/A Capacity: N/A GPM

Installed by: N/A Date: N/A

Person Filling Out Form: DAVID Muhammad

Address: P.O. Box 1562 FSTED ST. CROIX 00821

Diamond #2

4:30

4/2

7/20/2020 DRILLER'S LOG

From	To	Material Description
4:30 PM	DRAW DOWN	48.0
5:00 PM	DRAW DOWN	49.0
5:30 PM	" "	49.2 *
6:00 PM	" "	48.9
6:30 PM	" "	50.
7:00 PM	" "	50.1
7:30 PM	" "	50.2
8:00 PM	" "	50.2
9:00 PM	" "	50.3
10:00 PM	" "	50.4
11:00 PM	" "	50.7
12:00 PM	" "	50.8
1:00 AM	" "	50.4
2:00 AM	" "	50.7
3:00 AM	" "	51.1
4:00 AM	" "	50.9
5:00 AM	" "	51.2
6:00 AM	" "	51.2
7:00 AM	" "	51.3

Revised Well log rules approved and adopted by the Ohio State Commissioner of Planning and Natural Resources. This form is to be used for the completion of the well drilling operation. Go with this.

Diamond #2

DRILLER'S LOG

From	To	Material Description
7:30 Am	DRAW DOWN	51.2
8:00 Am	DRAW DOWN	51.3
8:30 Am	Drawn UP	51.3
9:00 Am	" "	51.3
9:30 Am	" "	50.5
10:00 Am	" "	51.5
11:00 Am	" "	51.0
12:00 Am Pm	" "	51.0
12:00 Pm	" "	51.0
1:00 Pm	" "	50.9
2:00 Pm	" "	50.00
3:00 Pm	" "	50.00
3:30 ⁷ 4:00 Pm	" "	50.00
5:00 Pm	" "	50.6
6:00 Pm	" "	50.6
7:00 Pm	" "	51.0
8:00 Pm	" "	51.1
9:00 Pm	" "	51.8

is not a diamond, and is not to be used in the name of any Commission of Planning and Natural Resources within 1000 feet of the completion of the well drilling operation for such hole.

Diamond H2

DRILLER'S LOG

2

15/150
16/150
17/150

From	To	Material Description
10:00 Pm	Draw Down	51.1
10:30 Pm	" "	51.1
11:00 Pm	" "	52.0
12:00 Am	" "	52.0
1:00 Am	" "	51.8
2:00 Am	" "	50.0
3:00 Am	" "	50.3
4:00 Am	" "	50.3
5:00 Am	" "	50.1
6:00 Am	" "	50.1
7:00 Am	" "	50.8
8:00 Am	" "	50.3
9:00 Am	" "	50.0
10:00 Am	" "	50.6
11:00 Am	" "	50.6
12:00 Pm	" "	51.0
1:00 Pm	" "	51.0
2:00 Pm	" "	51.7

150
150
150

[

It must be noted that the ...

3:00 Pm
4:00 Pm " " 51.6

Completed





Supreme Water Well Drilling Services



August 12, 2020

ESSO #1 Plot #2 Estate Envy (Esso) East, St. Croix Well Number 2012-531-1315

**David Muhammad
WDL-020-003**



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

45 MARS HILL

FREDERIKSTED, ST. CROIX, VI 00840

PHONE: (340) 773-1082, FAX: (340) 692-9794

WELL DRILLING PERMIT

NEW PERMIT (X)

RENEWAL PERMIT ()

In accordance with the provisions of Title 12, Chapter 5, Virgin Islands Code, as amended, dealing with the drilling of a well, a permit is hereby issued to:

David Muhammad / WDL-020-003
(Name of Driller/License number)

PO Box 1562 Christiansted, St Croix, 00821 (340) 277-3541
(Mailing Address & Telephone Number)

CRUZAN VIRIL, LTD.
(Name of Property Owner)

PO Box 281, Fredericksted, St Croix, 00841 (340) 692-2280
(Mailing Address, Telephone)

Clean and Refurbish an existing well (s) (well # B-W5) located at:

Plot #2 Estate Envy (Esso) West, St. Croix,
(Estate & Lot Number and Municipality)

407900030100
(Property Tax Number)

Well Number: 2012-531-1315

Watershed: Airport

2012-531-1315

1 | Page


According to the plan submitted in the application for this permit and approved by the division's well inspector, this permit is granted with the following conditions:

1. Well log shall be completed and delivered to the Office of the Director of Division of Environmental Protection within thirty (30) days after the completion of the well drilling operation, for each hole drilled.
 2. The well shall have an opening of not less than 4 inch in diameter for the measurement of water level by means of a wetted steel tape.
 3. The well shall have a pump and a meter to record the amount of water drawn from well.
 4. Water sample shall be furnished upon request.
- This permit is valid from July 8, 2020 to July 8, 2021.

➤ The holder is responsible for making a renewal application with or without notice from this Division. In the event of failure to do so, it will be understood that the permit has expired.

The Commissioner shall have the power to revoke, suspend or amend any appropriation permit issued hereunder, upon finding, after public notice and adequate hearing, that such revocation, suspension or amendment is in the public interest; provided that any person aggrieved by any such decision of the Commissioner may appeal such decision to the Board of Land Use Appeals within ten (10) days of the decision; provided, further, that all decisions of the Commissioner shall be final except upon findings by the Board of Land Use Appeals that the same was arrived at by fraud or illegal means.

REMARKS and/or SPECIAL CONDITIONS:


Austin F. Callwood
Director, DEP

7/8/2020
Date

SS
JQ



MINISTERE DES RESSOURCES NATURELLES ET DE L'ENVIRONNEMENT
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL AFFAIRS

WELL DRILLER'S REPORT

2012-531-1315 / WDL-020-003
(Well drilling Permit No.; Drillers License No.)

CRUZAN VIRIL, LTD
(Name of Property Owner)

P.O. Box 281 F' STED ST. CROIX 00841 (340) 692-2280
(Mailing Address, Telephone)

17.698080, -64.802873
(Location; Latitude; Longitude)

Type:

Drilled
Driven
Other:

Started: 7/14/2020 Finished: 7/27/2020

Total Depth: 100 Casing Type: Galv. Black Other PVC

Depth: 100 feet Diameter: 8 inch Water Level: 23.8
Flowing: yes no If not, how far down? 34.0 Feet

Yield: Flow 55 GPM Pump N/A GPM or N/A GPH

Drawdown from pumping: 34.0 feet or - etc

Use: Yes Taste: N/A Odor: N/A Hardness: N/A Iron: N/A

Permanent Pump Installation: Yes Manufacture: N/A

Type: N/A HP: N/A Capacity: N/A GPM

Installed by: N/A Date: _____

Person Filling Out Form: David Muhammad

Address: P.O. Box 1562 C' STED ST. CROIX 00821

7/16/2020

ESSO # 1

DRILLER'S LOG

From	To	Material Description
STATIC Level	DRAW DOWN	
10:30 Am	23.8	85817100
11:00 Am	28.2	
11:30 Am	28.6	
12:00 Pm	28.8	
12:30 Pm	28.8	
1:00 Pm	28.8	
1:30 Pm	28.8	
2:00 Pm	28.8	
2:30 Pm	28.8	
3:00 Pm	28.8	
4:00 Pm	28.8	
4:30 Pm	28.8	
5:00 Pm	28.8	
5:30 Pm	28.8	
6:00 Pm	28.8	
6:30 Pm	28.8	
7:00 Pm	28.0	

Remarks: Well by the Driller's Log No. 1 and 2, 1920, by the Office of the Commissioner of Planning and Natural Resources, a subsidiary of the State, after the completion of the well drilling operations, for each day.

(2)

DRILLER'S LOG

From	To	Material Description
STATIC Level	DRAWDOWN	
7:30 Pm	28.8	85842900
8:00 Pm	28.6	
9:00 Pm	29.6	
9:30 Pm	28.6	
10:30 Pm	28.8	
11:00 Pm	28.8	
11:30 Pm	28.8	
12:00 Am	28.8	85855600
12:30 Am	28.8	
1:30 Am	28.8	
2:00 Am	28.8	
2:30 Am	28.8	
3:00 Am	28.8	
3:30 Am	28.8	
4:00 Am	28.8	
4:30 Am	28.8	
5:00 Am	28.8	

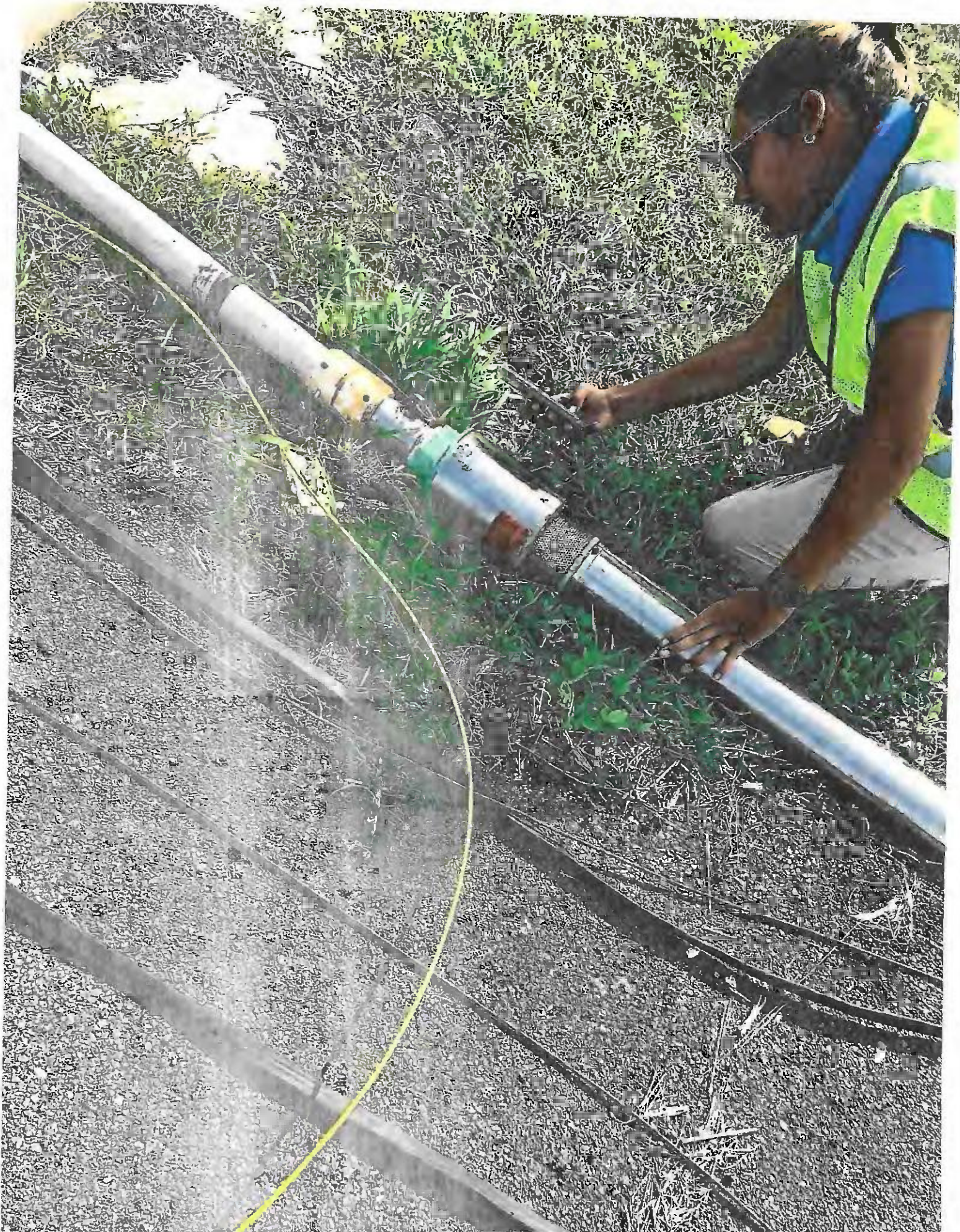
Be well! Well log shall be complete, I will be in the Office of the Commissioner of Planning and Natural Resources as from 12:00 Pm. For the completion of the well drilling operation for each well.

(3)

DRILLER'S LOG

From	To	Material Description
STATIC LEVEL	DRAWDOWN	
5:30 Am	28.8	
6:00 Am	28.6	
6:30 Am	28.6	
7:00 Am	28.8	
7:30 Am	28.8	
8:00 Am	28.8	
8:30 Am	28.8	
9:00 Am	28.8	
10 9:30 Am	28.8	
10:00 Am	28.8	
11:00 Am	28.8	
12:00 Am Pm	28.8	
1:00 Pm	28.8	
2:00 Pm	28.8	
3:00 Pm	28.8	
3:30 Pm	28.8	
4:00 Pm	28.8	

Remark: Well log shall be completed and delivered to the Office of the Commissioner of Planning and Natural Resources within thirty (30) days after the completion of the well drilling operation for each hole.



Supreme Water Well Drilling Services



August 12, 2020

DIAMOND #1 **Plot #5S Estate Diamond, St. Croix** **Well Number 2012-531-1319**

David Muhammad
WDL-020-003



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

45 MARS HILL

FREDERIKSTED, ST. CROIX, VI 00840

PHONE: (340) 773-1082, FAX: (340) 692-9794

WELL DRILLING PERMIT

NEW PERMIT (X)

RENEWAL PERMIT ()

In accordance with the provisions of Title 12, Chapter 5, Virgin Islands Code, as amended, dealing with the drilling of a well, a permit is hereby issued to:

David Muhammad / WDL-020-003
(Name of Driller/License number)

PO Box 1562 Christiansted, St Croix, 00821 (340) 277-3541
(Mailing Address & Telephone Number)

CRUZAN VIRIL, LTD.
(Name of Property Owner)

PO Box 281, Fredericksted, St Croix, 00841 (340) 692-2280
(Mailing Address, Telephone)

Clean and Refurbish an existing well (s) (well # E-W2) located at:

Plot #55 Estate Diamond, St. Croix
(Estate & Lot Number and Municipality)

407900030100
(Property Tax Number)

Well Number: 2012-531-1319

Watershed: Diamond

2012-531-1319

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According to the plan submitted in the application for this permit and approved by the division's well inspector, this permit is granted with the following conditions:

1. Well log shall be completed and delivered to the Office of the Director of Division of Environmental Protection within thirty (30) days after the completion of the well drilling operation, for each hole drilled.
 2. The well shall have an opening of not less than 4 inch in diameter for the measurement of water level by means of a wetted steel tape.
 3. The well shall have a pump and a meter to record the amount of water drawn from well.
 4. Water sample shall be furnished upon request.
- This permit is valid from July 8, 2020 to July 8, 2021.

➤ The holder is responsible for making a renewal application with or without notice from this Division. In the event of failure to do so, it will be understood that the permit has expired.

The Commissioner shall have the power to revoke, suspend or amend any appropriation permit issued hereunder, upon finding, after public notice and adequate hearing, that such revocation, suspension or amendment is in the public interest; provided that any person aggrieved by any such decision of the Commissioner may appeal such decision to the Board of Land Use Appeals within ten (10) days of the decision; provided, further, that all decisions of the Commissioner shall be final except upon findings by the Board of Land Use Appeals that the same was arrived at by fraud or illegal means.

REMARKS and/or SPECIAL CONDITIONS:


Austin F. Callwood
Director, DEP

7/7/2020
Date

SS
JJ



GOVERNMENT OF THE VIRGIN ISLANDS

DEPARTMENT OF PLANNING AND NATURAL RESOURCES
DIVISION OF LAND AND SURVEY

WELL DRILLER'S REPORT

2012-531-1319 WDL-020-003
(Well drilling Permit No.; Drillers License No.)

CRUZAN VIRIL LTD.
(Name of Property Owner)

P.O. Box 281 FSTED ST. CROIX 00841 (340) 692-2280
(Mailing Address, Telephone)

(N) 17.703646, -64.827976
(Location; Latitude; Longitude)

Type:

Drilled ()
Driven ()
Other: (x) Other

Started: 7/14/2020 Finished: 7/27/2020

Total Depth: 108 Casing Type: () Galv. () Black (x) Other P.V.C.

Depth: 108' feet Diameter: 4" inch Water Level: 46"
Flowing: () yes () no If not, how far down? _____ Feet

Yield: Flow 1.4 GPM Pump N/A GPM or N/A GPH

Drawdown from pumping: 51.6' feet or _____ vac.

Use: YES Taste: N/A Odor: N/A Hardness: N/A Iron: N/A

Permanent Pump Installation: YES Manufacture: N/A

Type: N/A HP: N/A Capacity: N/A GPM

Installed by: N/A Date: N/A

Person Filling Out Form: DAVID MAHAMMAD

Address: P.O. Box 1562 CSTED ST. CROIX 00821

Diamond

Draw Down
DRILLER'S LOG

7/18/2020 -40

START
DATE
TO

From	To	Material Description
4:30 PM	Draw Down 43'	43'
5:30 PM	Draw Down	54.4
6:00 PM	Draw Down	55.0
6:30 PM	Draw Down	55.0
7:00 PM	Draw Down	56.3
7:30 PM	Draw Down	57.
8:00 PM	Draw Down	57.
8:30 PM	" "	57.5
9:00 PM	" "	57.6
9:30 PM	" "	57.7
10:00 PM	" "	57.8
10:30 PM	" "	57.9
11:00 PM	" "	58.0
11:30 PM	" "	58.1
12:00 AM	" "	58.3
12:30 AM	" "	58.5
1:00 AM	" "	58.6
2:00 AM	" "	58.9

7/19/2020

3:00 Am " " 59.0
 4:00 Am " " 59.1

Diamond #1

DRILL DOWN

7/19/2020
-40

DRILLER'S LOG

From	To	Material Description
4:30 Am	DRAW DOWN	59.1
5:00 Am	DRAW DOWN	59.3
6:00 Am	" "	59.2
7:00 Am	" "	59.5
8:00 Am	" "	59.8
8:30 Am	" "	59.9
9:00 Am	" "	60.00
9:30 Am Am	" "	60.00
10:00 Am	" "	60.1
11:00 Am	" "	60.1
12:00 Pm	" "	60.5
12:30 Pm	" "	61.2
1:00 Pm	" "	61.2
2:00 Pm	" "	61.5
3:00 Pm	" "	61.7
4:00 Pm	" "	61.7
5:00 Pm	" "	61.7
6:00 Pm	" "	62.0

Remainder of the log is blank and contains no data. The log is a record of the work done by the driller and is not to be used for any other purpose.

Diamond #1

Draw Down

7/19/2020

-40

DRILLER'S LOG

From	To	Material Description
7:00 Pm	Draw Down	62.7
8:00 Pm	ll ll	63.3
8:30 Pm	ll ll	63.3
9:00 Pm	ll ll	63.3
10:00 Pm	ll ll	63.7
11:00 Pm	ll ll	63.7
12:00 Pm	ll ll	63.6
1:00 Am	ll ll	60.6
2:00 Am	ll ll	60.5
3:00 Am	ll ll	60.6
4:00 Am	ll ll	60.6
5:00 Am	ll ll	60.5
6:00 Am	ll ll	60.5
7:00 Am	ll ll	60.5
8:00 Am	ll ll	58.0
9:00 Am	ll ll	57.5
10:00 Am	ll ll	57.0
11:00 Am	ll ll	57.0

Remark: Well log sheets, samples, & logs delivered to the Office of the Commissioner of Patents and Natural Resources within thirty (30) days after the completion of the well drilling operations for each well.

Diamond # 1

Draw Down

DRILLER'S LOG

From	To	Material Description
12:00 Pm	DRAW DOWN	56.7
1:00 Pm	" "	56.
2:00 Pm	" "	56.
3:00 Pm	" "	56.3
4:00 Pm	" "	56.3
4:30 Pm	" "	56.3
Completed		

Remark: Well log shall be completed and delivered to the Office of the Commissioner of Planning and Natural Resources within thirty (30) days after the completion of the well drilling operation for each well.







Cruzan Water Wells - Recommendations

Morales, Breland <Breland.Morales@haskell.com>
To: David Muhammad <supremewater@gmail.com>

Thu, Aug 13, 2020 at 5:33 PM

David,

We are still looking for answers to some recommendations for how Cruzan can get more water to their distillery. These are just some things we are looking for specifics on and hopefully can get the ball rolling for you to get some recommendations together:

- How much does it cost to deepen well?
- Would you be able to deepen Diamond N, even though it is 4' tall?
- Can you guess how many GPM would be gained by deepening the wells?
- How much does it cost to drill a new well on site?
 - o Could this well get closer to 50 GPM like the one's off site if drilled in the proper location?

If you have any questions, give me a call.

Thanks,

Breland Morales

Haskell | Assistant Project Manager

Infrastructure & Transportation

Office: 904.357.5057 | Mobile: 904.226.7499

EXHIBIT #25

Final Reports and Recommendations re Cruzan VIRIL


David Muhammad <supremewatervi@gmail.com>
To: "Morales, Breland" <Breland.Morales@haskell.com>

Mon, Aug 17, 2020 at 1:11 AM

Dear Breland:

Attached find Reports 1 & 2 correct, Final Drawdown on Diamond 2 and our Recommendations. An additional video of Esso 2 was sent under separate email.

Thank you,
David Muhammad

 Virus-free, www.avg.com

4 attachments





-  Diamond 1 - Report CORRECTED.pdf
5008K
-  Diamond 2 - Report CORRECTED.pdf
1906K
-  Diamond 2 - Final Drawdown.pdf
214K
-  Recommendations 08172020.pdf
209K

EXHIBIT #26

Cruzan <Quotes moving forward

Morales, Breland <Breland.Morales@haskell.com>
To: David Muhammad <supremewatervi@gmail.com>
Cc: "Shaw, Tiffany M." <Tiffany.Shaw@haskell.com>

Mon, Aug 17, 2020 at 6:24 PM

David,

As discussed on the phone we are hoping to receive the following from you this week:

- Revised permits for Diamond 1 (the tall one in the woods) and 2 (the smaller one by the gate)
- Cost to deepen Diamond 1
- Cost to re-drill Diamond 2 in a better location
- Cost to do a test to determine the yield at new Diamond 2 location
- Cost for a new well near Esso location

I will follow up tomorrow to confirm you received this. Please let me know if you have any questions.

Thanks,

Breland Morales

Haskell | Assistant Project Manager

Infrastructure & Transportation

Office: 904.357.5057 | Mobile: 904.226.7499

EXHIBIT # 27

Revised Reports, Drawdown and Recommendations

1 message

David Muhammad <supremewatervi@gmail.com>
To: "Morales, Breland" <Breland.Morales@haskell.com>


Thu, Aug 20, 2020 at 12:37 PM

Good Morning Breland:

Attached find the final corrections to the reports for Diamond 1 and 2 along with Diamond 1 drawdown report and recommendations for Cruzan VIRIL's water system.

The four estimates for drilling and or deepen wells at the property are forthcoming.

Sincerely,
David Muhammad

 Virus-free, www.avg.com

4 attachments





-  **Diamond 1 - Report CORRECTED FINAL.pdf**
3430K
-  **Recommendations 08172020 CORRECTED.pdf**
199K
-  **Diamond 2 - Report CORRECTED FINAL.pdf**
4766K
-  **Diamond 1 - Final Drawdown CORRECTED.pdf**
212K

EXHIBIT #28

Supreme Water Well Drilling Services



August 17, 2020

DIAMOND #1
Plot #5N Estate Diamond, St. Croix
Well Number 2012-531-1314

d Muhammad
L-020-003



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

45 MARSHALL

TRIDENT ROAD, ST. CROIX, VI 00840

PHONE: (340) 773-1082, FAX: (340) 773-9300

WELL DRILLER'S REPORT

2012-531-1314 WDL-019-003

(Well drilling Permit No.; Drillers License No.)

CRUZAN VIRIL LTD.

(Name of Property Owner)

P.O. Box 281 F'STED ST. CROIX 00841 (340) 692-6

(Mailing Address, Telephone)

(N) 17.703646, - 64.827976

(Location; Latitude; Longitude)

Drilled
Driven
Other:

Start: 7/14/2020 Finished: 7/27/2020

Depth: 95' Casing Type: Galv. Black Other PVC

95' feet Diameter: 6 inch Water Level: 46.0'
Dig: yes no If not, how far down? 51.6' Feet

Flow 10 GPM Pump N/A GPM or N/A GPH

Down from pumping: 51.6 feet or ___ vac.

Yes Taste: N/A Odor: N/A Hardness: N/A Iron: N/A

Permanent Pump Installation: YES Manufacture: N/A

N/A HP: N/A Capacity: N/A GPM

Installed by: N/A Date: N/A

Drilled by: [Signature]



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

45 MARS HILL
FREDERIKSTED, ST. CROIX, VI 00840
PHONE: (340) 773-1082, FAX: (340) 692-9794

WELL DRILLING PERMIT

NEW PERMIT (X)

RENEWAL PERMIT ()

in accordance with the provisions of Title 12, Chapter 5, Virgin Islands Code, as amended, dealing with the drilling of a well, a permit is hereby issued to:

David Muhammad / WDL-019-003
(Name of Driller/License number)

PO Box 1562 Christiansted, St Croix, 00821 (340) 277-3541
(Mailing Address & Telephone Number)

CRUZAN VIRIL, LTD.
(Name of Property Owner)

PO Box 281, Fredericksted, St Croix, 00841 (340) 692-2280
(Mailing Address, Telephone)

and Refurbish an existing well (s) (well # D-W1) located at:

Plot #5N Estate Diamond, St. Croix
(Estate & Lot Number and Municipality)

407900030100
(Property Tax Number)

Well Number: 2012-531-1514

Watershed: Airport

2012-531-
1100

ding to the plan submitted in the application for this permit and approved by the division inspector, this permit is granted with the following conditions:

Well log shall be completed and delivered to the Office of the Director of Division of Environmental Protection within thirty (30) days after the completion of the well drilling operation, for each hole drilled,

The well shall have an opening of not less than 4 inch in diameter for the measurement of water level by means of a wetted steel tape.

The well shall have a pump and a meter to record the amount of water drawn from well.


Water sample shall be furnished upon request.

This permit is valid from July 8, 2020 to July 8, 2021.

holder is responsible for making a renewal application with or without notice from the Commission. In the event of failure to do so, it will be understood that the permit has expired.

The Commissioner shall have the power to revoke, suspend or amend any appropriation permitted hereunder, upon finding, after public notice and adequate hearing, that such revocation or amendment is in the public interest; provided that any person aggrieved by any decision of the Commissioner may appeal such decision to the Board of Land Use Appeals within 30 days of the decision; provided, further, that all decisions of the Commissioner shall be final upon findings by the Board of Land Use Appeals that the same was arrived at by fraudulent means.

STANDARD and/or SPECIAL CONDITIONS:


John F. Callwood
Director, DEP


Date

Ammond # 1

4:30

7/20/2020 DRILLER'S LOG

From	To	Material Description
4:30 PM	DRAW DOWN	48.0
5:00 PM	DRAW DOWN	49.0
5:30 PM	" "	49.2 *
6:00 PM	" "	48.9
6:30 PM	" "	50.1
7:00 PM	" "	50.1
7:30 PM	" "	50.2
8:00 PM	" "	50.2
9:00 PM	" "	50.3
10:00 PM	" "	50.4
11:00 PM	" "	50.7
12:00 PM	" "	50.9
1:00 AM	" "	50.4
2:00 AM	" "	50.7
3:00 AM	" "	51.1
4:00 AM	" "	50.9
5:00 AM	" "	51.2
6:00 AM	" "	51.2
7:00 AM	" "	51.3

The well was drilled to a depth of 51.3 feet and is now being used for the purpose of monitoring the water level in the well. The well is located in the area of the wellhead and is being used for the purpose of monitoring the water level in the well.

Diamond # 1

DRILLER'S LOG

From	To	Material Description
7:30 Am	Draw Down	51.2
8:00 Am	Draw Down	51.3
8:30 Am	Draw "	51.3
9:00 Am	" "	51.3
9:30 Am	" "	51.5
10:00 Am	" "	51.5
11:00 Am	" "	51.0
12:00 Pm	" "	51.0
12:30 Pm	" "	51.0
1:00 Pm	" "	50.9
2:00 Pm	" "	50.00
3:00 Pm	" "	50.00
3 ⁷ 4:00 Pm	" "	50.00
5:00 Pm	" "	50.6
6:00 Pm	" "	50.6
7:00 Pm	" "	51.0
8:00 Pm	" "	51.1
9:00 Pm	" "	51.8

1. Well log shall be completed. Log shall include depth of hole, depth of casing, depth of plumb line and
 2. Res. times within hole. It shall also include the complete and the 10.0 dollar operations. For each

Diamond H 31

DRILLER'S LOG

2

From	To	Material Description
10:00 Pm	Draw Down	51.1
10:30 Pm	" "	51.1
11:00 Pm	" "	52.0
12:00 Am	" "	52.0
1:00 Am	" "	51.8
2:00 Am	" "	50.0
3:00 Am	" "	50.3
4:00 Am	" "	50.3
5:00 Am	" "	50.1
6:00 Am	" "	50.1
7:00 Am	" "	50.8
8:00 Am	" "	50.3
9:00 Am	" "	50.0
10:00 Am	" "	50.6
11:00 Am	" "	50.6
12:00 Pm	" "	51.0
1:00 Pm	" "	51.0
2:00 Pm	" "	51.7

6. We have drilled down to the bottom of the hole on the 3rd day of Plan 11. The
 4. Remarks: (1) The hole is completed at the 51.7 depth. (2) The hole is
 51.7

3:00 Pm

4:00 Pm

" "

51.6





Supreme Water Well Drilling Services



August 17, 2020

ATTENTION: John Paul Saenz, VP/Chief Operating Officer
URC Virgin Islands, Inc.

**Re: Cruzan Water Well Supply St. Croix
Project No. 3801085301**

The following are our recommendations for wells serviced at Cruzan Water Well Supply St. Croix:

1. **Diamond #1**
 - a. Install new meter.
2. **Diamond #2**
 - a. Install new meter, well seal, and pump that is compatible to well flow.
 - b. Re-drill well in another location to increase well production – to be compatible with GPD permitted.
3. **Esso #1**
 - a. Install new well seal.
4. **Esso #2**
 - a. Replace corroded submersible cable wire.

We look forward to continuing to work with you. Should you have any question, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "David Muhammad". The signature is written in a cursive style with a large, sweeping "D" and "M".

David Muhammad

Supreme Water Well Drilling Services



August 17, 2020

DIAMOND #2
Plot #5S Estate Diamond, St. Croix
Well Number 2012-531-1319

id Muhammad
L-020-003



GOVERNMENT OF THE VIRGIN ISLANDS

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

WELL DRILLING PERMIT REGULATIONS

WELL DRILLER'S REPORT

2012-531-1319 WDL-020-003

(Well drilling Permit No.; Drillers License No.)

CRUZAN VIRIL LTA

(Name of Property Owner)

P.O. Box 281 FSTED ST. CROIX 00841 (340) 692-2

(Mailing Address, Telephone)

(S) 17.703089, -64.827715

(Location; Latitude; Longitude)

Drilled
Driven
Other:

7/14/2020 Started 7/27/2020 Finished

Depth: 108 Casing Type: Galv. Black Other DV.

108 feet Diameter 4" inch Water Level: 76'
g: yes no If not, how far down? 56.3' Feet

Flow 1.4 GPM Pump N/A GPM or N/A GPH

Down from pumping: 56.3 feet or vac.

Yes Taste: N/A Odor: N/A Hardness: N/A Iron: N/A

Permanent Pump Installation: Yes Manufacture: N/A

N/A HP: N/A Capacity: N/A GPM

Drilled by: N/A Date: N/A

Well No.



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

45 MARS HILL

FREDERIKSTED, ST. CROIX, VI 00840

PHONE: (340) 773-1082, FAX: (340) 692-9794

WELL DRILLING PERMIT

NEW PERMIT (X)

RENEWAL PERMIT ()

in accordance with the provisions of Title 12, Chapter 5, Virgin Islands Code, as amended, dealing with the drilling of a well, a permit is hereby issued to:

David Muhammad / WDL-020-003

(Name of Driller/License number)

PO Box 1562 Christiansted, St Croix.00821(340) 277-3541

(Mailing Address & Telephone Number)

CRUZAN VIRIL, LTD.

(Name of Property Owner)

PO Box 281, Fredericksted, St Croix. 00841 (340) 692-2280

(Mailing Address, Telephone)

and Refurbish an existing well (s) (well # E-W2) located at:

Plot #5S Estate Diamond, St. Croix

(Estate & Lot Number and Municipality)

407900030100

(Property Tax Number)

Well Number: 2012-531-1319

Watershed: Diamond

2012-531-

112

rding to the plan submitted in the application for this permit and approved by the divisi
inspector, this permit is granted with the following conditions:

Well log shall be completed and delivered to the Office of the Director of
Division of Environmental Protection within thirty (30) days after the
completion of the well drilling operation, for each hole drilled.

The well shall have an opening of not less than 4 inch in diameter for the
measurement of water level by means of a wetted steel tape.

The well shall have a pump and a meter to record the amount of water drawn
from well.

Water sample shall be furnished upon request.

This permit is valid from July 8, 2020 to July 8, 2021.

older is responsible for making a renewal application with or without notice from
on. In the event of failure to do so, it will be understood that the permit has expire

ommissioner shall have the power to revoke, suspend or amend any appropriation per
hereunder, upon finding, after public notice and adequate hearing, that such revocati
sion or amendment is in the public interest; provided that any person aggrieved by any s
n of the Commissioner may appeal such decision to the Board of Land Use Appeals wit
1) days of the decision; provided, further, that all decisions of the Commissioner shall be fi
upon findings by the Board of Land Use Appeals that the same was arrived at by frau
means.

MARKS and/or SPECIAL CONDITIONS:

20
F. Callwood
or, DEP

7/7/2020
Date

Diamond
2

Draw Down
DRILLER'S LOG

7/18/2020

From		To	Material Description
4:30	PM	Draw Down 43'	43'
5:30	PM	Draw Down	54.4
6:00	PM	Draw Down	55.0
6:30	PM	Draw Down	55.0
7:00	PM	Draw Down	56.3
7:30	PM	Draw Down	57.
8:00	PM	Draw Down	57.
8:30	PM		57.3
9:00	PM		57.6
9:30	PM		57.7
10:00	PM		57.8
10:30	PM		57.9
11:00	PM		58.0
11:30	PM		58.1
12:00	AM		58.3
12:30	AM		58.5
1:00	AM		58.6
2:00	AM		58.9
3:00	AM		59.0
4:00	AM		59.1

Diamond #2

DRAW DOWN

7/19/2020
-40

DRILLER'S LOG

From	To	Material Description
4:30 Am	DRAW DOWN	59.1
5:00 Am	DRAW DOWN	59.3
6:00 Am	" "	59.2
7:00 Am	" "	59.5
8:00 Am	" "	59.8
8:30 Am	" "	59.9
9:00 Am	" "	60.02
9:30 Am Am	" "	60.00
10:00 Am	" "	60.1
11:00 Am	" "	60.1
12:00 Pm	" "	60.5
12:30 Pm	" "	61.2
1:00 Pm	" "	61.2
2:00 Pm	" "	61.5
3:00 Pm	" "	61.7
4:00 Pm	" "	61.7
5:00 Pm	" "	61.7
6:00 Pm	" "	62.0

6. W. D. ...
18. ...

Diamond #2

Draw Down

7/19/2020

DRILLER'S LOG

From	To	Material Description
7:00 Pm	Draw Down	62.7
8:00 Pm		63.3
8:30 Pm		63.3
9:00 Pm		63.3
10:00 Pm		63.7
11:00 Pm		63.7
12:00 Pm		63.6
1:00 Am		60.6
2:00 Am		60.5
3:00 Am		60.6
4:00 Am		60.6
5:00 Am		60.5
6:00 Am		60.5
7:00 Am		60.5
8:00 Am		58.0
9:00 Am		57.5
10:00 Am		57.0
11:00 Am		57.0

6. Well log shall be prepared and filed with the Office of the State Engineer of Planning and Development within 10 days of completion of the well. The log shall be prepared on a separate sheet for each











7/28/2020

FTR

Diamond # 1

DRILLER'S LOG

From	To	Material Description
		Drawdown
3:00 Pm	"	46'
3:30 Pm	"	49'
4:00 Pm	"	49'
4:30 Pm	"	48'
5:00 Pm	"	50'
ESSO # 2	"	
5:30 Pm	"	21'
6:00 Pm	"	21.9'
6:30 Pm	"	22.1'
7:00 Pm	"	22'
7:30 Pm	"	22'
ESSO # 1		
8:00 Pm	"	23.8'
8:30 Pm	"	28.1'
9:00 Pm	"	28.6
9:30 Pm	"	28.8
10:00 Pm	"	28.8

This Well log shall be completed and delivered to the Office of the Commissioner of Planning and Resources within thirty (30) days after the completion of the well drilling operation, for each

Diamond # 2 IS DOWN NEEDS Pump
That is correct. → well

Cruzan - Quotes moving forward

David Muhammad <supremewatervi@gmail.com>
To: "Morales, Breland" <Breland.Morales@haskell.com>
Cc: "Shaw, Tiffany M." <Tiffany.Shaw@haskell.com>


Mon, Aug 24, 2020 at 2:31 PM

Good Afternoon Breland:

Per your request, I submitted today the revised permits for Diamond 1 & 2. Additionally, find attached three estimates (1) to deepen Diamond 1, (2) to re-drill Diamond 2 along with a test to determine the yield, and (3) to drill a new well at the Esso location. These estimates (and previously submitted reports), as I understand, should be the final submissions on my part.


I will follow-up today to confirm that you have received this email. Please let us discuss the most expeditious manner by which I can collect final payment.


David Muhammad


 Virus-free. www.avg.com

[Quoted text hidden]

3 attachments

 Estimate 341 - Well 1.pdf
86K

 Estimate 342 - Well 2.pdf
87K

 Estimate 343 - New Well Esso.pdf
87K

SUPREME WATER LLC

Estimate

Post Office Box 1562
 Christiansted, VI 00821
 supremewatervi@gmail.com

DATE	ESTIMATE NO.
8/24/2020	341

NAME / ADDRESS
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamond Frederiksted

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Well Drilling Service (Well #1) - Deepen	30	65.00	1,950.00
Application Process & Preparation	1	450.00	450.00
Well Screen	1	225.00	225.00
Compressor	2	250.00	500.00
Mud Cetco Super Gel-X (foam)	3	185.00	555.00
Mud Tiger Brand	2	185.00	370.00
Water (Truckload)	1	180.00	180.00
Clean & Pressurize Well/Establish Gallon Per Minute	1	1,800.00	1,800.00
Schedule 40 - 4 "	125	4.50	562.50
Well Seal	1	65.00	65.00
#12 Gauge 4-Wire Type SEOOW	30	1.95	58.50
Installation of Equipment	1	575.00	575.00
Rope	250	0.50	125.00
Polyurethane Roll	200	1.10	220.00
Lab Test	1	150.00	150.00
Mobilization	1	5,000.00	5,000.00
Per Diem - 2 Person/5 days	5	300.00	1,500.00

Thank you for your interest in Supreme Water services.	TOTAL	\$14,286.00
--	--------------	-------------

Phone #	340-277-3541
---------	--------------

SUPREME WATER LLC

Estimate

Post Office Box 1562
 Christiansted, VI 00821
 supremewatervi@gmail.com

DATE	ESTIMATE NO.
8/24/2020	342

NAME / ADDRESS
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamoond Frederiksted

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Well Drilling Service (Well #2) - Re-Drill	120	65.00	7,800.00
Application Process & Preparation	1	450.00	450.00
Well Screen	1	225.00	225.00
Compressor	2	250.00	500.00
Mud Cetco Super Gel-X (foam)	3	185.00	555.00
Mud Tiger Brand	2	185.00	370.00
Water (Truckload)	1	180.00	180.00
Clean & Pressurize Well/Establish Gallon Per Minute	1	1,800.00	1,800.00
Schedule 40 - 6 "	120	4.50	540.00
Gravel #7	1	250.00	250.00
20 Gallon Holding Tank	1	220.00	220.00
Lay Concrete Slab	1	200.00	200.00
Well Seal	1	65.00	65.00
#12 Gauge 4-Wire Type SEOWW	120	1.95	234.00
Installation of Equipment	1	575.00	575.00
Rope	240	0.50	120.00
Water Meter	1	275.00	275.00
Polyurethane Roll	200	1.10	220.00
Submersible Pump	1	1,500.00	1,500.00
PVC Accessories (Couplets, etc)	1	175.00	175.00
Control Box		120.00	120.00
Lab Test	1	150.00	150.00
Mobilization	1	5,000.00	5,000.00
Per Diem - 2 Person/5 days	5	300.00	1,500.00

Thank you for your interest in Supreme Water services.	TOTAL	\$23,024.00
--	--------------	-------------

Phone #	340-277-3541
---------	--------------

SUPREME WATER LLC

Estimate

Post Office Box 1562
 Christiansted, VI 00821
 supremewatervi@gmail.com

DATE	ESTIMATE NO.
8/24/2020	343

NAME / ADDRESS
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Well Drilling Service (Esso - New Drill)	120	65.00	7,800.00
Application Process & Preparation	1	450.00	450.00
Well Screen	1	225.00	225.00
Compressor	2	250.00	500.00
Mud Cetco Super Gel-X (foam)	3	185.00	555.00
Mud Tiger Brand	2	185.00	370.00
Water (Truckload)	1	180.00	180.00
Clean/Pressurize Well-Establish GPM	1	1,800.00	1,800.00
Schedule 40 - 6 "	120	4.50	540.00
Gravel #7	1	250.00	250.00
20 Gallon Holding Tank	1	220.00	220.00
Lay Concrete Slab	1	200.00	200.00
Well Seal	1	65.00	65.00
#12 Gauge 4-Wire Type SEOOW	120	1.95	234.00
Installation of Equipment	1	575.00	575.00
Rope	240	0.50	120.00
Water Meter	1	275.00	275.00
Polyurethane Roll	200	1.10	220.00
Submersible Pump	1	1,500.00	1,500.00
PVC Accessories (Couplets, etc)	1	175.00	175.00
Control Box	1	120.00	120.00
Lab Test	1	150.00	150.00
Mobilization	1	5,000.00	5,000.00
Per Diem - 2 Person/5 days	5	300.00	1,500.00

Thank you for your interest in Supreme Water services.	TOTAL	\$23,024.00
--	--------------	--------------------

Phone #	340-277-3541
---------	--------------

Wire Repairs - Esso 2

Morales, Breland <Breland.Morales@haskell.com>
To: David Muhammad <supremewater@~~gmail.com~~>

Tue, Aug 25, 2020 at 11:52 AM

David,

Cruzan is having electrical issues with Esso 2 well, they are saying the wires are bad and has caused it to turn off completely. Would you put together a quote for Cruzan to repair the wiring on the wells? Please let me know if you need to go look at it first too.

We also were going to schedule an appointment to discuss payment tomorrow, is there a time that works best for you? Please let me know.

Thanks,

Breland Morales

Haskell | Assistant Project Manager

Infrastructure & Transportation

Office: 904.357.5057 | Mobile: 904.226.7499

EXHIBIT # 29

Cruzan well invoices

Wadkins, Jacob <Jacob.Wadkins@haskell.com>
To: "supremewatervi@gmail.com" <supremewatervi@gmail.com>
Cc: "Morales, Breland" <Breland.Morales@haskell.com>, "Shaw, Tiffany M." <Tiffany.Sshaw@haskell.com>

Thu, Aug 27, 2020 at 10:38 AM

David,

See attached marked up invoices 665 and 668. Please let us know if you have any issues. We are still working through the drawdown testing line item(s) and will be in touch soon.

Thanks,

Jacob Wadkins, PE, ENV SP
Design Manager - Water

904.357.4874 Office
706.773.0099 Cell



111 Riverside Avenue
Jacksonville, FL 32202
904.475.7808 Fax
www.haskell.com

2 attachments



-  Invoice.665 with markups.8.26.20.pdf
82K
-  Invoice.668 with markups.8.26.20.pdf
79K

EXHIBIT #30

SUPREME WATER LLC

Invoice

Post Office Box 1562
 Christiansted, VI 00821
 340-277-3541 --
 supremewatervi@gmail.com

Date	Invoice #
7/23/2020	665

Bill To
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamond Frederiksted

P.O. No.	Terms	Project

Item	Description	Est Amt	Qty	Rate	Amount
001	Mobilization	10,000.00	1	10,000.00	10,000.00
001	Drawdown test with continuous level monitoring	10,800.00	48	225.00	10,800.00
001	Submersible Pump Removal & Evaluation	2,400.00	4	600.00	2,400.00
001	CCTV Camera of Well Casing and Screen	1,400.00	4	350.00	1,400.00
002	Clean & Pressurize Well/Establish Gallons Per Minute	7,200.00	4	1,800.00	7,200.00
					1,500.00
001	Re-case well with 4" casing inside 6" steel casing	6,000.00	1	1,500.00	6,000.00
001	Per Diem - 2 persons; 5 days	1,500.00	5	300.00	1,500.00
020	Shipping & Handling	375.00		375.00	375.00
Total					\$24,375.00
Total					\$39,675.00

This line item will be paid on Invoice 667.

Payments/Credits	- \$23,805.00
Balance Due	\$570.00
	\$15,870.00

SUPREME WATER LLC

Post Office Box 1562
 Christiansted, VI 00821
 340-277-3541 -- supremewatervi@gmail.com

Invoice

Date	Invoice #
8/2/2020	668

Bill To
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamond Frederiksted

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1 2	Well Screen	225.00	450.00 225.00
4	Application Process & Preparation	240.00	960.00
1	Installation of Equipment: Remove old pump and control box, install new pump and control box	375.00	375.00
10	Knuckle Boom Crane Rental	300.00	3,000.00
2 4	Transportation Pick up & delivery of pipes.	100.00	400.00 200.00
Thank you for your business.		Total	\$4,285.00 \$4,760.00



David Muhammad <supremewatervi@gmail.com>

Cruzan well invoices

Wadkins, Jacob <Jacob.Wadkins@haskell.com>
To: "supremewatervi@gmail.com" <supremewatervi@gmail.com>
Cc: "Morales, Breland" <Breland.Morales@haskell.com>, "Shaw, Tiffany M." <Tiffany.Shaw@haskell.com>

Thu, Aug 27, 2020 at 11:54 AM

David,

After discussing with the owner and reviewing your costs, we are willing to modify the contract to pay for the drawdown tests as indicated in the attached marked-up invoice. Please confirm you are in agreement and, if so, we can have a check cut and on its way Tuesday 9/1.

Thanks,

Jacob Wadkins, PE

Design Manager - Water

HASKELL

904.357.4874 Office

706.773.0099 Cell

[Quoted text hidden]


 Invoice 667 with markups.8.26.20.pdf
85K

EXHIBIT #31

SUPREME WATER LLC

Post Office Box 1562
 Christiansted, VI 00821
 340-277-3541 --
 supremewatervi@gmail.com

Invoice

Date	Invoice #
7/23/2020	667

Bill To
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamond Frederiksted

P.O. No.	Terms	Project

Item	Description	Est Amt	Qty	Rate	Amount
001	Drawdown test with continuous level monitoring		144	225.00	32,400.00
021	Schedule 40 (4")		100	3.95	395.00
005	Well Screens		3	225.00	675.00

to be paid as lump sum

paid for by Haskell

Only 1 well screen was made. This will be paid on Invoice 668.

48 hrs x 4 wells = 192 hrs

100.00

19,200.00

Total	\$19,200.00 \$33,470.00
Payments/Credits	\$0.00
Balance Due	\$19,200.00 \$33,470.00



David Muhammad <supremewatervi@gmail.com>

Cruzan well invoices

Shaw, Tiffany M. <Tiffany.Shaw@haskell.com>

Tue, Sep 1, 2020 at 9:02 AM

To: "Wadkins, Jacob" <Jacob.Wadkins@haskell.com>, "supremewatervi@gmail.com" <supremewatervi@gmail.com>
Cc: "Morales, Breland" <Breland.Morales@haskell.com>

David-

We are waiting on a response to process your payment. I will have Breland follow up with you today.

Tiffany Shaw, PE, ENV SP, DBIA

Director of Design- Water

904.791.4707 Direct

904.386.5269 Cell



111 Riverside Avenue, Jacksonville, FL 32202

904.475.7808 Fax

www.haskell.com

[Quoted text hidden]

EXHIBIT #32

Lynda Muhammad

From: Wadkins, Jacob <Jacob.Wadkins@haskell.com>
Sent: Tuesday, September 1, 2020 2:29 PM
To: Shaw, Tiffany M.
Subject: FW: CORRECTION- Drilling Rates

Jacob Wadkins, PE
Design Manager - Water
HASKELL

904.357.4874 Office
706.773.0099 Cell

From: Wadkins, Jacob
Sent: Thursday, February 13, 2020 2:50 PM
To: David Muhammad <finaltouch54@yahoo.com>
Subject: RE: CORRECTION- Drilling Rates

Hey David,

Just wanted to follow up one last time to see if you would still provide us a quote for this work?

Thanks,

Jacob Wadkins, PE
Design Manager - Water
HASKELL

904.357.4874 Office
706.773.0099 Cell

From: Wadkins, Jacob
Sent: Tuesday, February 4, 2020 9:58 AM
To: 'David Muhammad' <finaltouch54@yahoo.com>
Subject: RE: CORRECTION- Drilling Rates

David,

Do you have any questions on this? When do you plan to provide a quote?

Thanks,

Jacob Wadkins, PE
Design Manager - Water
HASKELL

904.357.4874 Office
706.773.0099 Cell

From: Wadkins, Jacob
Sent: Wednesday, January 29, 2020 4:46 PM
To: David Muhammad <finaltouch54@yahoo.com>
Subject: CORRECTION- Drilling Rates

David,

I have more info on the well sizes – there are four wells that have a 10-inch diameter steel casing and two wells that have a 6-inch diameter PVC casing. The discharge pipe from each well appears to be from ¾" to 1.5". Let me know if you need any more info to provide pricing per the below table.

Thank you,

Jacob Wadkins, PE
Design Manager – Water
HASKELL

904.357.4874 Office
706.773.0099 Cell

From: Wadkins, Jacob
Sent: Wednesday, January 29, 2020 12:10 PM
To: David Muhammad <finaltouch54@yahoo.com>
Subject: RE: Drilling Rates

Ok thank you David. We would like an assessment to be performed on each of our client's six (6) water supply wells. Most of these wells have an approximate 10-inch diameter steel casing, submersible pump, and a 6-inch PVC discharge pipe. They are all believed to be 100 feet to 150 feet deep. Please provide a proposal for these services broken down as follows:

Item	Unit Cost	Quantity	Total Cost
Drawdown test with continuous level monitoring (48 hours)		6 wells	
Submersible pump removal and evaluation		6 wells	
CCTV/camera of well casing and screen		6 wells	
Per diem expenses (assuming 2 people, 5 days)		5 days	
Travel and misc. expenses (assuming 2 people, 5 days)		1 trip	
Draft and final evaluation report including costs to rehab (by brushing, acid injection, or both)		1 report	
		Total	

Assume the well sites are easily accessible via gravel road and within the Grove Place district in St. Croix. Please let me know if you have any questions or call if you'd like to discuss.

Jacob Wadkins, PE
Design Manager – Water
HASKELL

904.357.4874 Office
706.773.0099 Cell

From: David Muhammad <finaltouch54@yahoo.com>
Sent: Wednesday, January 29, 2020 11:58 AM

To: Wadkins, Jacob <Jacob.Wadkins@haskell.com>

Subject: Re: Drilling Rates

Yes Sir Jacob,

The following is for 6" diameter wells on regular drilling.

And 4" on wells in DTH drilling conditions.

If Overburden drilling must be employed, it 5 1/2" diameter.

And we also provide all the services requested. Depending the wells, cleaning, testing etc.

Sent from my iPhone

On Jan 27, 2020, at 5:52 PM, Wadkins, Jacob <Jacob.Wadkins@haskell.com> wrote:

Hey David,

What diameter wells are the below rates for? We are working on a project for a client who owns and operates six wells that need to be assessed. We are looking for video/camera inspection of the screen and casing, pump tests and assessment, etc. Are these services you provide, and could you send me a brochure or list of your services?

Thanks,

Jacob Wadkins, PE
Design Manager – Water
HASKELL

904.357.4874 Office
706.773.0099 Cell

From: Glass, Alexandra <Alexandra.Glass@haskell.com>

Sent: Monday, January 27, 2020 4:18 PM

To: Wadkins, Jacob <Jacob.Wadkins@haskell.com>

Subject: FW: Drilling Rates

From: David Muhammad [<mailto:finaltouch54@yahoo.com>]

Sent: Friday, January 24, 2020 10:56 PM

To: Glass, Alexandra <Alexandra.Glass@haskell.com>

Subject: RE: Drilling Rates

External Email

Dear Alexandra,

Thank you for reaching out to us. Yes, we do drilling on St. Croix and the rest of the Virgin Islands. In order to give you a more realistic estimate we would need to access your property. That being said, our base rate for drilling excluding supplies, equipment, mobilization, etc, will be \$65 per foot DTH drilling and \$55 per foot for regular drilling.

I look forward to working up a more accurate estimate soon. Feel free to contact me at 340-277-3541.

David Muhammad

Sent from Mail for Windows 10

From: Glass, Alexandra
Sent: Friday, January 24, 2020 2:33 PM
To: finaltouch54@yahoo.com
Subject: Drilling Rates

Good afternoon,

I received your information off the DPNR/DEP Well Driller Listing for 2019. Do you still provide drilling services on St. Croix, and if so, could you provide me with your rates. Thank you for your time.

Regards,

Alexandra Glass, EIT
Design Associate – Civil
Tel: 904.391.4005
Cel: 904.343.7405
Alexandra.Glass@Haskell.com

<image001.png>
111 Riverside Avenue
Jacksonville, FL 32202
904.475.7808 Fax
www.haskell.com

Cruzan well invoices

Shaw, Tiffany M. <Tiffany.Shaw@haskell.com>

Tue, Sep 1, 2020 at 3:56 PM

To: "supremewatervi@gmail.com" <supremewatervi@gmail.com>

Cc: "Morales, Breland" <Breland.Morales@haskell.com>, "Wadkins, Jacob" <Jacob.Wadkins@haskell.com>

David-

Breland let me know that she got a hold of you this morning and you were going to be pursuing legal action.

I wanted to review a couple items with you prior to turning this over to our legal team.

- Our executed contract amount is a **not to exceed value of \$39,675**. This contract was for the scope of work estimate you provided in response to the email included above, dated 1/29/20. The original request was for 6 wells which was then revised to 4 wells in Estimate 298- revised dated 4/7/20, received 4/29/20 totaling \$39,675.
 - Your proposal did not indicate the (\$43,200) costs you are invoicing for draw down tests. These tests provide little value and would not have been done at any cost beyond that provided in your estimate. These costs are exorbitant and exceed the cost for a new well.
- The unit rates in the contract were only for additional work should more wells be added by Cruzan during the project. This contract is not Time & Materials.
 - The only work that was authorized beyond the original scope was the pump replacement. There is no disagreement that this work was performed.

The attachments sent by Jacob on 8/27/20 following our call, removed the fraudulent charges for materials Haskell paid for directly, work not done, etc. I have included these emails and invoices for your reference.

The amount I can authorize to pay exceeds your contract amount and totals \$48,335, that is \$8,660 over your contract.

If you proceed with legal action, this amount is no longer guaranteed and I will be forced to turn everything over to our internal legal team and payments will be held until a verdict is reached.

If I do not hear from you I will turn this over to our legal team on Tuesday September 8, 2020.

Tiffany Shaw, PE, ENV SP, DBIA

Director of Design- Water

904.791.4707 Direct

904.386.5269 Cell



111 Riverside Avenue, Jacksonville, FL 32202

904.475.7808 Fax

www.haskell.com

[Quoted text hidden]

EXHIBIT #33



David Muhammad <supremewatervi@gmail.com>

Cruzan well invoices

David Muhammad <supremewatervi@gmail.com>

Fri, Sep 4, 2020 at 5:48 PM

To: "Shaw, Tiffany M." <Tiffany.Shaw@haskell.com>

Cc: "Morales, Breland" <Breland.Morales@haskell.com>, "Wadkins, Jacob" <Jacob.Wadkins@haskell.com>, "Hunter, Nick" <Nick.Hunter@haskell.com>

EXHIBIT # 34

Dear Tiffany:

I worked extremely hard to timely complete the deliverables requested by Haskell on behalf of Cruzan VIRIL. Additionally, Breland Morales met with me four, and sometimes six, times daily to ensure that I fulfill every aspect of the contract that Haskell drew up. You are being dishonest to represent to me that "these tests provide little value and would not have been done at any cost beyond that provided in (my) estimate" for one well when I was instructed to do 48 hours on each of the four wells by Haskell. I see this as an effort to devalue my work and rob me of the contracted rate. Particularly when Breland assured me that I could invoice all additional work at the end of the project. *See attached Breland's schedule of the 48 hours drawdowns per well below.* In addition, at the end of the project, I was directed to complete an additional six hours of drawdown test, i.e., two hours each on three of the four wells which I gave you a report. If these tests were of no value to Haskell, you should have conveyed it to Ms. Morales rather than attempting to renegotiate my contract after the fact. *Please see my final invoice for the additional six hours of drawdown test.*

As to the matter of you attempting to smudge my character by suggesting that I put "fraudulent charges for materials" on the invoice. We removed the charges on August 2, 2020 on invoice number 668. If given the opportunity this billing mistake (along with who paid for the schedule 40 and that it was four, not two, trips to move the schedule 40s and Breland approved for me to hire a trucker to transport them) could have been reconciled.


What is fraudulent is Haskell's attempt to strong arm me into signing a new contract based on what you believe I am worth \$100 per hour rather than the \$225 per hour you contracted for.

Without delay, please prepare a check for me to pick up in the amount you owe me of \$54,580.00.

Sincerely,

David Muhammad

[Quoted text hidden]


 Virus-free. www.avg.com

2 attachments



 IMG_3125-1.png
770K



 Invoice Final.pdf
68K

8:53

LTE

< 163

B

Breland For Well Drilling Contract... >

Mon, Jul 20, 10:19 AM

072020 Schedule, Cruzan Water Wells
PDF - 39 KB

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	20
18 Jul	19 Jul	20 Jul	21 Jul	22 Jul	23 Jul	24 Jul	25 Jul	26 Jul	27 Jul	28 Jul	29

Here is new schedule!

I received it!
Thanks

Any news on the insurance?

Not yet, Ma'am!
We will be checking in,
(with the company(what
time we can pick it up.

Okay. The sooner the
better please!

Was there an estimated
depth in your permits?



Good morning Brel...



8:53



Breland For Well Drilling Contract... >

Mon, Jul 20, 10:19 AM

072020 Schedule Cruzan Water Wells
PDF - 39 KB

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
13 Jul	14 Jul	15 Jul	16 Jul	17 Jul	18 Jul	19 Jul	20 Jul	21 Jul	22 Jul	23 Jul	24 Jul
Water 10	40 Water Pumping System		Water Pumping System		40 Water Pumping System		40 Water Pumping System	Water Pumping System	Water Pumping System	Water Pumping System	Water Pumping System

U... ..

Cruzan well invoices

David Muhammad <supremewatervi@gmail.com>
To: ap@haskell.com

Thu, Sep 24, 2020 at 7:46 PM

Please see attached request for payment. This is an attempt to collect a debt.
[Quoted text hidden]

2 attachments

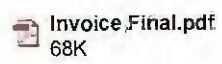


EXHIBIT #35

SUPREME WATER LLC

Post Office Box 1562
Christiansted, VI 00821
supremewatervi@gmail.com

Invoice

Date	Invoice #
9/4/2020	671

Bill To
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamond Frederiksted

P.O. No.	Terms	Project

Item	Description	Est. Amt	Qty	Rate	Amount
001	Drawdown test with continuous level monitoring		6	225.00	1,350.00
				Total	\$1,350.00

Payments/Credits	\$0.00
Balance Due	\$1,350.00

SUPREME WATER LLC
 Post Office Box 1562
 Christiansted, VI 00821
 supremewatervi@gmail.com

Statement

Date
9/4/2020

To:
Cruzan VIRIL, Ltd Ericson Etienne P.O. Box 218 Frederiksted, VI 00841 #5 & 5A Estate Diamond Frederiksted

		Amount Due	Amount Enc.		
		\$54,975.00			
Date	Transaction	Amount	Balance		
12/31/2019	Balance forward		0.00		
03/10/2020	INV #658. Due 03/10/2020.	350.00	350.00		
06/03/2020	PMT	-350.00	0.00		
06/26/2020	PMT #1185142.	-23,805.00	-23,805.00		
07/23/2020	INV #665. Due 07/23/2020.	39,675.00	15,870.00		
07/23/2020	INV #667. Due 07/23/2020.	33,470.00	49,340.00		
08/02/2020	INV #668. Due 08/02/2020.	4,285.00	53,625.00		
09/04/2020	INV #671. Due 09/04/2020.	1,350.00	54,975.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,350.00	0.00	53,625.00	0.00	0.00	\$54,975.00