

**CONSTRUCTION CONTRACT AGREEMENT  
FOR  
HURRICANE DAMAGE REPAIR AT  
2641 MYRTLE ST. NOLA**

**1. Introduction**

BE IT KNOWN THAT this Agreement is entered into by and between Rhonda M Brown , 2641 Myrtle ST New Orleans, La 70122 (hereinafter sometimes referred to as the owner) and **ABM Enterprises Inc** (hereinafter sometimes referred to as "Contractor") with its principal place of business located at 3246 Behrman Pl, New Orleans LA. 70114

**2. Source of Funds**

The funding source of funds for this Agreement is made available through Owner

**3. Scope of Services, Payment Terms, Terms and Conditions**

Contract Type: Lump Sum Turnkey Construction.

Project includes all materials, labor, equipment, supplies, overhead, profit, etc. for completely rehabbing the existing 1800 square feet, commercial building at 2641 Myrtle ST New Orleans, La 70122, that including, but is not limited to, repair drywall, flooring, electrical, plumbing, painting and all other appurtenances needed for complete the rehabilitation. All work shall be perform in accordance with exhibit A (list of renovation items)

**4. Payment Terms**

In consideration of the services described herein, the Owner hereby agrees to pay the Contractor, a lump sum of one hundred seventeen thousand three hundred fifty-seven dollars and fifty cent (\$117,357.50) for the rehabilitation of the commercial building. Payments will be made within five days (5) of invoice. All payments will be made based on progress of work completion Contractor is responsible for any expenses related to the performance of this contract.

## 5. Construction Time

All Scope of Works shall be completed within four (4) months of execution of contract. No work shall begin until the contract is fully executed. Any work that begins prior to the contract being signed will not be paid.

The Work of this contract shall be substantially completed with receipt of completion certificate and approval of Owner. Failing to complete the work specified in this contract at its specified time of substantial completion will result in **Liquidated Damages of \$0 per day** being charge to the contractor

## 5. Insurance

A. **Minimum Scope and Limits of Insurance.** The Contractor shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The minimum scope and limits of insurance to be purchased and maintained are as follows:

1. **Workers Compensation.** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of five hundred thousand dollars (\$500,000) per accident/per disease/per employee.
2. **Commercial General Liability.** Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of one million dollars (\$1,000,000) and a minimum general aggregate of two million dollars (\$2,000,000). The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

B. **Deductibles and Self-insured Retentions.** Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

### 1. General Liability and Automobile Liability Coverage

- a. The Owner, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- b. The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. **Workers Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Owner its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. **All Coverage**

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days written notice has been given to the Agency. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

D. **Acceptability of Insurers.** All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

- E. Contractor alone shall be responsible for investigation and payment of claims not covered by insurance. The Owner shall not in any way be responsible for payment of any claims determined to be Contractor's responsibility under this Agreement.
- F. **Verification of Coverage.** Contractor shall furnish the Owner with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Owner, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

- G. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time.
- H. **Workers Compensation Indemnity.** In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Owner.

## 6. Termination

Either party to this Agreement has the right to cancel the Agreement, with or without cause, by giving the other party a five (5) day written notice, forwarded to their respective address, via certified mail Poirier to commencement of work. The Owner has the right to cancel this Agreement with less than a five (5) day notice in the event of budgetary reductions or restrictions, without any liability incurring onto the Owner or the State of Louisiana. All of the contractors work and materials that has been accepted by the owner will be paid within fifteen 15 days. Materials ordered will be stop and if the contract is terminated for convenience of the Owner the Owner will pay restocking fees.

- 6.1 If the contract is terminated for default, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee.
- 6.2. In the event of a default by the General Contractor, the Owner may contract General Contractor Subcontractor to comply with the contract and proceed for specific performance.
- 6.3. This contract may be terminated at the will of the General Contractor for non payment.

Notice shall be sent via Certified Mail, return receipt requested, to the following addresses:

To the Owner:

Rhonda M Brown  
2641 Myrtle ST,  
New Orleans LA. 70122

To the Contractor:

ABM Enterprises Inc  
3246 Behrman Pl  
New Orleans LA 70114

## 7. Notices and Communication

Any notice, request, instruction or other document to be given hereunder to any party by another shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested, to the addresses set forth in this Agreement. A party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other parties in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, on the day on which mailed.

Notices shall be addressed as follows:

To the Owner:

Rhonda M Brown  
2641 Myrtle ST  
New Orleans, LA 70122

To the Contractor:

ABM Enterprises Inc  
3246 Behrman Pl  
New Orleans LA 70114

## 8. Personnel and Participant Conditions

- A. **Civil Rights Compliance.** The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, and Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
- B. **Nondiscrimination.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause.
- C. **Section 504.** The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §706), which prohibits discrimination against the handicapped in any federally assisted program. The Owner shall provide the Contractor with guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- D. **Affirmative Action Approved Plan.** The Contractor agrees that it shall be committed to carry out, satisfactory to the Owner, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Contractor shall submit a plan for an Affirmative Action Program for approval as is required by the Owner.
- E. **Minority Business Enterprises/Women Business Enterprises.** The Contractor will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of the activities covered by this Agreement. As used in this Agreement, the term "minority and women-owned business enterprise" means a business at least fifty one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, minority group members are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Contractor may rely on written

representations by Sub-contractors regarding their status as minority and/or women-owned business enterprises in lieu of an independent investigation.

- F. **Equal Employment Opportunity (EEO) /Affirmative Action (AA) Statement.** Each Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that it is an Equal Opportunity or Affirmative Action employer. The Contractor will include the provisions of this paragraph in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-contractor or vendor.
- G. **Employment Restrictions/Prohibited Activity.** The Contractor is prohibited from using funds provided herein for personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.
- H. **Occupational Safety and Health Act (OSHA).** Where employees of the Contractor are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.
- I. **Conflict of Interest.** In the procurement of supplies, equipment, construction, and services by Contractors and subContractors, the conflict of interest provisions, Attachment O of OMB Circular A-110 and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 (b) shall apply. The Contractor shall not employ, nor shall permit any third party to employ, any employee of the Owner.

**9. Additional Requirements**

N/A

**10. Attachments**

The following are attached to this Agreement, and are incorporated and made a part hereof:

N/A

**11. Miscellaneous**

- A. **Hold Harmless.** Contractor agrees to protect, defend, indemnify, save and hold harmless the Owner, the State of Louisiana, Agencies, Boards and Commissions, their officers, agents, servants and employees, including volunteers, from and

against all loss, liability, claim, demand, suit, expense arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise from any act or omission of the Contractor, its agents, servants, employees or contractors, or any and all costs, expense and/or attorney fees incurred by the Owner, as a result of any loss, liability, claim, cause of action, demand, suit, or expense. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is without merit, groundless, false or fraudulent.

B. **Taxes.** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be Contractor's obligation. Contractor shall also agree to submit a completed W-9.

C. **Discrimination Clause.** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

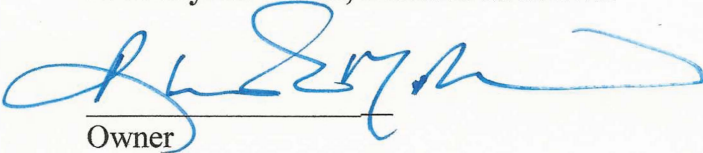
D. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved pursuant to the provisions of LA R.S. 39:1524-1526.

E. **Disclaimer of Relationships.** Nothing contained in this Agreement and any part thereof shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving the Owner.



This Agreement is signed below by the duly authorized representatives of Contractor and the Owner.

**2641 Myrtle Street; Rhonda M Brown**



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Owner

June 13, 2022

Date

**ABM Enterprises Inc**



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Blair P Minnard

President

June 13, 2022

Date

## **Exhibit A**