

**OWNER:** GMF-PRESERVATION OF AFFORDABILITY CORP-Willows APTS  
**OWNER'S AGENT:** PAC Housing Group, 65 Germantown Court, Suite 409, Cordova, TN 38018  
**CONTRACTOR:** Bay Construction and Design LLC.  
**JOB NAME:** Willows - BLDG # 17 SHINGLE OVERLAY-COVER SYNTH FELT  
**PROJECT LOCATION:** 7001 Lawrence Rd, New Orleans, LA 70126

### **CONSTRUCTION AGREEMENT**

This Agreement ("this Agreement") is made and entered into this 20th day of June 2022 by and between the above-named Owner and the above-named Contractor, who do hereby mutually promise and agree as follows:

1. Contractor hereby agrees with Owner that Contractor shall, in accordance with the provisions of this Agreement and the Contract Documents described in Paragraph 2 & 3 below, (as may be amended in accordance with any written change orders to which Contractor and Owner may hereafter agree), for the Contract Sum stated in Paragraph 4 below, furnish and pay for all labor, materials, tools, equipment, supplies, freight, permits, transportation costs, sales taxes and other items required for the completion of the above-described Project. Contractor agrees to provide copies of all obtained permits affiliated with the contracted work to Owner/Agent prior to the start of contracted work.

2. Contractor hereby agrees that the following documents shall be completed and/or provided to Owner/Agent prior to the start of any work or receipt of any payment:

- (i) A valid Certificate of Insurance in accordance with OWNER/AGENT requirements
- (ii) An executed W-9 form on file
- (iii) FINAL ESTIMATE DETAILING WORK AND/OR SEPARATE SCOPE DOC.

3. The "Contract Documents" referred to in this Agreement, shall mean such and all of the following, which shall be read together, collectively, and are incorporated into the Agreement:

- (i) This Agreement;
- (ii) The "Specifications" and/or "Scope of Work" or "Work" as attached herein
- (iii) Payment Schedule and provisions if not fully explained in section 4
- (iv) Any other Attachments incorporated herein
- (v) Contractor's License if applicable

all of which are incorporated herein and are made a part of this Agreement. All attachments will be initialed by both parties indicating their acceptance of same.

4. Owner shall pay to Contractor for the Work a Contract Sum ("Contract Sum") in the TOTAL sum of \$2815, WITH AN INITIAL MATERIAL DRAW OF 0% (\$0) REQUIRED. Final payments will be made upon approval of completion from Owner's Agent Representative within 30 days of receipt of invoice to match attached.

Payment shall be held until work described on estimate is complete and execution of a written warranty guaranteeing work for a period of one year, from the date, of completion. Upon completion of all of Contractor's Work, and prior to final payment, Owner/Agent and Contractor agree to inspect the Work and to agree, in good faith, upon a Check List (PUNCH) of items which may require completion, or which are defective. Contractor is required to submit to Owner's Agent lien waivers from Contractor and Contractor's suppliers, materialmen, and

subcontractors, for all labor, materials and other items incorporated into the Contractor's Work or expended in such Work as of the date each payment, is requested of Owner's Agent, thereby releasing all real estate located at the Site of the Project, and the dwelling and improvements located thereon, and Owner/Agent and Owner from all mechanic's liens.

5. **WARRANTY/STANDARDS OF WORKMANSHIP.** Contractor agrees to perform the Work in accordance with the Manufactures specifications. All Work shall be of good quality and shall be performed in a good and workmanlike manner, and shall be free from faults and defects, excepting allowable faults and defects set forth herein below. All Work shall be performed in ordinances of any governmental authority having jurisdiction over the Work or real estate. In the absence of governmental authority over the Work or real estate, then all Work shall be performed in accordance with the Southern Building Code or International Building Code standards whichever applicable in the local area. All materials and installations incorporated into the Work shall be new, unless otherwise specified, and shall be of good quality. Contractor shall not be responsible for Owner's/Agent's negligence.

The owner is solely relying on manufacturer for repair or replacement for any and all defects. After inspection and acceptance of work by the owner's agent/representative, the Manufacturer will become responsible to stand behind the warranty provided. It then becomes the responsibility of the manufacturer to contact the contractor about any possible repair or replacement.

6. Contractor warrants to Owner/Agent that Contractor has become acquainted with the scope, nature and location of the Project and of the Project Design, and of general and local conditions affecting Contractor's Work, and all other matters of any nature whatsoever which in any way might affect Contractor's Work or the cost of such Work. Contractor warrants to Owner's Agent that Contractor has, prior to the execution of this Agreement, informed Owner's Agent of items which could be changed on the Specifications in order to make the cost of the assigned Work more economical and in order to complete the assigned Work in the best interests of Owner's Agent and Owner. Contractor finds no other items which may cause a change in this Agreement.

7. Contractor agrees to commence Contractor's Work immediately upon notice from Owner's Agent to proceed with such Work; provided that the Project is then in suitable condition to allow Contractor to proceed with such Work. Once Contractor starts such Work, Contractor shall proceed with a sufficient number of qualified workers in order that such Work shall be completed as rapidly as practicable in accordance with sound construction practices. Contractor agrees to Start the Project by 6/20/22 complete project by 7/20/22, barring any weather/force major delays. Contractor agrees that a \$250.00 per day delay charge will be incurred if project not completed by 7/31/22, except for weather/force major delays, which will not be charged. Contractor agrees that any delays due to weather shall be submitted to Owner's Agent in writing within 24 hours of the delay. Contractor agrees that should Contractor fail to perform within the time frame specified, Owner and/ or Owner's Agent will be authorized after ten day notice is given to the Contractor via Certified Mail to engage another contractor to complete the work and charge back to the Contractor all cost of completion.

8. Owner's Agent Representative and the Contractor's representative on this Project shall be as listed below:

Owner's Agent Representative		Contractor's Representative	
	(Name)	Joaquin Luaces	(Name)
	(Phone #)	813.391.3515	(Phone #)
	(Email)	jluaces@baycdllc.com	(Email)

9. Contractor agrees that prior to the execution of this Agreement no payment in any form was paid to Contractor for the Project or Contractor's Work.

Contractor agrees to timely pay all persons supplying labor, materials, supplies or services to Contractor for Contractor's Work, and agrees to defend, indemnify and hold harmless Owner's Agent, Owner, the Site of the Project, and the dwelling located thereon, from any mechanic's lien or claim which may arise out of Contractor's failure to timely pay any such person, and agrees to take all steps necessary to release and discharge any lien arising out of Contractor's failure to make timely payment to any such person and to reimburse Owner for all monies paid by Owner in obtaining the release of any such lien, including all costs, expenses and reasonable attorney's fees incurred by Owner obtaining such release; unless Contractor's failure to pay results from Owner failure to pay Contractor for any monies due.

The parties agree that each party shall pay their own attorney fees, cost of collection and court costs incurred in enforcing any of the terms, agreements or condition or conditions of this contract and/or change orders, such as fees and expenses to be without relief from valuation and appraisal laws.

If any terms or conditions on any other documents made a part of this contract conflict with this Agreement, with exception to the Master Service Agreement listed above, the terms of this Agreement shall apply and supersede any such terms to the contrary.

**CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS READ THE CONTRACT IN ITS ENTIRETY AND RECEIVED A LEGIBLE COPY OF THIS CONTRACT INCLUDING THE TERMS AND CONDITIONS CONTAINED WITHIN THE CONTRACT AND THAT ALL REPRESENTATIONS HAVE BEEN MADE EXCEPT THOSE SPECIFICALLY INCLUDED HEREIN. FURTHER, CONTRACTOR ACKNOWLEDGES THAT OWNER'S AGENT IS ACTING ON BEHALF OF THE OWNER BUT AGENT IS NOT RESPONSIBLE FOR PAYMENT OF THE AMOUNTS DUE AND THAT CONTRACTOR AGREES THAT THEY WILL NOT PURSUE AGENT FOR RECOVERY OF ANY AMOUNTS DUE.**

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the day and year first above written.

OWNER/AGENT: Laura Hunt (PRINT)  
*MaF-Wilbur, LLC*

SIGNATURE: 

CONTRACTOR: JOAQUIN E LUACES (PRINT)  
*Manager*

SIGNATURE: 

Attach Contractor's Estimate: EST 1721

Attach Scope of Work: Estimate and attachments to act as scope



Bay Construction and Design LLC (CBC1260365)  
 4522 W VILLAGE DR  
 TAMPA, FL 33624 US  
 (813) 391-3514  
 jluaces@baycdllc.com

Estimate 1721

**ADDRESS**

Willows Apartments  
 7001 Lawrence Rd  
 New Orleans, LA 70126

DATE 06/20/2022	TOTAL \$2,815.00	
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**ACTIVITY**

**Repair**

BLDG#17 MANSARD SHINGLE OVERLAY ON AREAS: shingle overlay of building penetrated with cap nails and synthetic installed. GAF Timberline HDZ Weathered Wood Algae Resistant Laminated High Definition Shingles - to match existing. Roof cement edges-nail per manu recommendation (6 per tab).

QTY	RATE	AMOUNT
1	2,815.00	2,815.00

We appreciate the opportunity to provide an estimate on converting your thoughts into a finish product!  
 DEFAULT TERMS: 30 days, 1.5% monthly late charge

SUBTOTAL	2,815.00
TAX	0.00

TOTAL	\$2,815.00
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THANK YOU.

Accepted By

Accepted Date

All work guaranteed for 1-YR from date of invoice. Supplies carry manufacturer supplied warranties. Make checks payable to Bay Construction & Design LLC.

THANK YOU FOR YOUR BUSINESS!