

AGREEMENT

THIS AGREEMENT made this 8th day of June Two Thousand and Twenty-Two by and between

Sahuque Realty Co.

(Hereinafter referred to as "Owner")

AND

Nu Work, LLC

(Hereinafter referred to as "Contractor")

WITNESSETH:

In consideration of the mutual covenants and promises herein set forth below, the parties agree as follows:

1. Contractor shall provide all necessary labor, supervision, equipment, tools and materials to

Replace existing roof of property located at 708 Orleans Ave, New Orleans, LA 70116

All as more particularly set forth in Contractor's proposal dated November 9, 2021, a copy of which is attached hereto and made a part hereof.

2. Contractor shall begin work within Fourteen (14) days after the issuance of the building permit, if required, or on June 8, 2022, and shall complete the same within _____ () calendar days from the start date unless time must be extended due to inclement weather, act of God, or any delays caused by parties outside the control of the Contractor, which extensions must be approved by the Owner in writing. Such approvals shall not be unreasonably withheld.

3. Contractor shall comply with all laws, ordinances, and regulations affecting construction of the project and shall secure and pay all required fees of governmental bodies having jurisdiction over the project and all costs for permits and licenses necessary for the performance of the work pertaining to this agreement.

4. Contractor shall perform the work in a manner consistent with industry standards, to the satisfaction of the Owner and in conformity with the standards and regulations of governmental bodies having authority and the proposal, incorporated herein by reference in Paragraph 1.

5. Contractor shall repair and correct to the Owner's satisfaction, at the Contractor's expense, all defects in workmanship or materials arising within five (5) years after completion of the work, or for such period of time as may be allowed by law, whichever is greater. Acceptance of the work by the Owner shall not impair this warranty obligation.

6. Contractor shall procure and maintain in full force and effect at all times during the performance of the work under this Agreement insurance for not less than the following limits of liability, or required by law, whichever coverage is greater:

A. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them.

B. GENERAL LIABILITY INSURANCE: While Contractor is performing services as defined under either No. 1 above or under Exhibit A – Scope of Services, on Owner's project; Contractor shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Such insurance shall include not only general liability but also any divisions of coverage included in Subsection I.

C. AUTOMOBILE LIABILITY INSURANCE: Contractor shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor's business. Automobile liability coverage shall be maintained by the Contractor in the minimum amount of \$500,000 per person/\$1,000,000 per accident/\$500,000 property damage.

D. WORKER'S COMPENSATION INSURANCE: Contractor shall maintain worker's compensation insurance as required by law.

E. ADDITIONAL INSURED: Contractor agrees to provide a certificate of insurance to the Owner that will name Sahuque Realty Co. and Latter & Blum Property Management Inc. as additional insureds on Contractor's liability policy for claims arising out of Contractors' operations or made by Contractor's employees, agents, guests, customers, invitees or subcontractors or third parties. Any policy of insurance shall be endorsed as such. The certificate shall also provide that the insurer shall provide written notice to the Owner of any cancellation or material change in the foregoing insurance fifteen (15) days prior to any such change or cancellation. The certificate must also verify such liability insurance policy is primary to any insurance of Owner in the event of a covered claim or cause of action against Owner.

F. INDEMNITY, DEFENSE AND HOLD HARMLESS. The Contractor agrees to defend, hold harmless and indemnify Sahuque Realty Co. and Latter & Blum Property Management Inc. against and from any claim or cause of action of any kind whatsoever including property damage or personal injury (including but not limited to physical or emotional damages or economic loss of any type) brought by any person or entity, including but not limited to Contractor, its employees, agents guests, customers, invitees or subcontractors and arising out of the negligence, intentional acts or any other fault of Contractor, its employees, agents, guests, customers, invitees or subcontractors, and/or Contractor's performance of or failure to perform the work contemplated by the contract.

G. SUBCONTRACTORS: Contractor shall be required to verify that all its subcontractors maintain general liability insurance, worker's compensation insurance and automobile liability insurance in the same amounts required of the Contractor. Furthermore, Contractor agrees to hold harmless, indemnify and defend the Owner for any claim or cause of action that was caused by the negligence or other fault of any subcontractor of the contractor.

H. NO WAIVER OF SUBROGATION: Owner does not waive any rights of recovery against the Contractor or subcontractor for any damages that are covered by the Owner's property insurance coverage or builders' risk coverage, if any.

I. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverages as applicable)
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability with Employment Exclusion deleted
5. Contractual
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

J. The General Liability coverages shall be provided by a Commercial General Liability Policy on an occurrence basis only with an admitted Louisiana insurer with an A+ Best rating or better.

K. The insurance required by Paragraph 6 shall be written for not less than any limits of liability specified in this Contract or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations.

L. Certificates of Insurance evidencing the foregoing shall be provided to the Owner prior to commencement of the Work.

M. SEVERABILITY PROVISION: If any paragraph or sentence of these provisions is deemed or is determined to be in conflict with local or state or national statutes, both Contractor and Owner agree that portions of the Contract in conflict with the statutes will be stricken from the Contract with the remainder of the Contract binding for both parties.

N. Owner may provide Builder's Risk insurance for the project.

O. The Contractor shall pay the cost of deductibles on Contractor-furnished insurance policies

7. The Contractor shall not assign this Agreement or subcontract any portion of the work under this contract without the prior written consent of Owner.


8. Contractor shall provide at its cost performance and payment bonds with a good and solvent surety in the full amount of this contract. Evidence of the foregoing shall be submitted to Owner prior to the commencement of any work. Owner reserves the right to record this contract and the performance and/or payment bonds in the mortgage records of the parish where the work is to be performed.

9. Owner shall pay to contractor THIRTY-TWO THOUSAND, TWO HUNDRED EIGHTY-FOUR DOLLARS AND 96/100 CENTS (\$32,284.96) at the signing of this agreement. The Contractor shall thereafter submit monthly applications for payment to the Owner for the value of the work performed and materials furnished or stored on the job site, less any amounts previously paid, together with such supporting documentation as Owner may request, including, but not limited to, evidence that all claims, bills, taxes, indebtedness, or costs incurred in connection therewith have been paid on a timely basis. Contractor shall, in addition thereto, with each application for payment, furnish releases or waivers of all liens for labor or materials from subcontractors, laborers, and suppliers in such form as Owner shall require (except where Contractor has provided a performance and payment bond). Payment shall be made by Owner to Contractor (or its subcontractors or suppliers directly if Owner elects) within twenty-one (21) days after the application for payment is approved.

10. The cost of the work is THREE HUNDRED TWENTY-TWO THOUSAND, EIGHT HUNDRED FOURTY-NINE DOLLARS AND 61/100 CENTS (\$322,849.61).

11. Any deviations from the terms of this Agreement involving an extra charge or credit must be agreed to in writing before the change is made and evidenced by Owner's written Change Order form signed by agents of both Owner and the Contractor.

12. Contractor in performing the work hereunder is an independent contractor and reserves the right to control Contractor's employees and representatives, and Owner reserves the right of inspection to ascertain that the work conforms to the requirements of this Agreement.

13. If for any reason the Contractor does not maintain a satisfactory work schedule as will, in the opinion of Owner, complete the work on the completion date, or for any other breach of the terms of this Agreement, Owner may terminate this Agreement and pay the Contractor the actual cost incurred on that portion of the work completed to the satisfaction of Owner. Such payment shall fully discharge Owner obligations under this Agreement. 

14. Any notice, request, demand, instrument or other communication hereunder shall be in writing and addressed as follows:

If to Owner: Sahuque Realty Co.
 1001 Harimaw Ct.
 Metairie, LA 70001
 Attn: Pat Gootee

With copy to

Latter and Blum Property Management, Inc.
712 Orleans Ave
New Orleans, LA 70116
Attn: Erin Wright

If to Contractor Nu Work, LLC
 922 Industry Rd.
 Kenner, LA 70062

Any notice, requests or other communications required or permitted to be given under this agreement shall be in writing and shall be delivered by hand or courier (including Federal Express and other nationally recognized overnight courier service) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address above or by facsimile transmission confirmed on the next day by overnight courier service. Any such notice, request or other communication shall be considered given on the date of such hand or courier delivery or facsimile transmission (if confirmed as herein above required) or deposit in the United States mail, and shall be considered received on the date of hand or courier delivery or facsimile transmission (if confirmed as herein above required) or on the third (3rd) business day following deposit in the United States mail. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) business days' prior written notice, any party may from time to time change its mailing address under this Option Agreement

13. This Agreement in writing constitutes the sole agreement between the parties concerning the subject matter hereunder and all prior negotiations, representations, understandings or agreements concerning the subject matter hereunder are hereby canceled.

14. The laws of the State of Louisiana shall govern this Agreement.

15. To the extent that any part or provision of Contractor's Proposal attached hereto, if any, conflicts with any provision within this Agreement, the provisions within Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first above written.

Sahuque Realty Co.
c/o Latter & Blum Property Management, Inc.

Pat L Gootie
By: Patrick L. Gootie

NU WORK, LLC

John Herrin
By: John Herrin

6/8/22