



CONTRACTOR AGREEMENT  
For Residential Building Construction and Alteration  
Contracting as General Contractor

Date: **July 22, 2022**

This Agreement made and entered into by and between  
**BPI Home Builder, LLC**, hereinafter called Contractor,  
with its principal office at 6260 Vicksburg Street, Ste. A, New Orleans, LA 70124,  
and **Burk Property Investments, LLC**, hereinafter called Client,  
with its principal mailing address at **6260 Vicksburg St., New Orleans, LA 70124.**

Contractor is proposing to coordinate the furnishing of all materials and labor necessary to complete the Work, (see attached BPI Home Builder Initial Estimate dated July 22, 2022) in the amount of \$507,900 for Client provided scope, at the Job Location of:

**6544 Vicksburg St, New Orleans, LA 70124**

All of the Work to be completed in a substantial and workmanlike manner, and in accordance with terms and conditions on the back of this agreement for the sum of:

**Five Hundred Seven Thousand Nine Hundred Dollars  
(\$507,900)**

Client agrees to pay Contractor zero percent (0%) or \$0 upon acceptance, and remaining balance upon receipt of subsequent invoice(s). Any mutually approved job extras or change orders will be due and payable upon receipt. This Agreement shall become void if no work begins on or prior to February 1, 2023.

Client hereby authorizes Contractor to coordinate the furnishing of all materials and labor necessary to complete the Work upon receipt of the initial payment.

Contractor and Subcontractor acknowledge that Contractor's agent, Burk Property Investments, LLC has been engaged to manage administrative aspects of this and other contracts for the project.

Contractor  
**BPI Home Builder, LLC**

Client  
**Burk Property Investments, LLC**

  
By: Sean Harper

  
By: William R. Burk, IV



### Terms and Conditions of Contract

- 1) Contractor agrees to commence work once a building permit (when required) has been issued and as soon as instructed by Client. Client shall obtain permit and act as Contractor for all work. Contractor agrees to prosecute work thereafter to completion, and to complete the work within a reasonable time and at a speed that will not cause delay in the progress of Client's work or the work of other Contractors. Contractor agrees to complete the work in a substantial and workmanlike manner.
- 2) Contractor shall schedule the work and the presence of its employees at the jobsite and any deliveries of supplies or materials by its material men and suppliers to the jobsite on such days, and at such times and during such hours, as may be directed by Client. Contractor shall assume responsibility for such schedule compliance not only for its employees but for all its material men and suppliers.
- 3) Contractor shall pay all valid bills and charges for material and labor arising out of the work performed. Contractor will hold Client of the property free and harmless against all liens and claims of lien for labor and materials against the property once Contractor has received all payments due at completion of construction.
- 4) No payment under this contract shall be construed as an acceptance of any work done up to the time of such payment, except as to such items as are plainly evident to anyone not experienced in construction work, but the entire work is to be subject to the inspection and approval of the inspector for the Public Authority (when applicable) at the time when it shall be claimed by the Client that the work has been completed. At the time of completion of the work, acceptance by the Public Authority (when applicable) and Client shall entitle Contractor to receive all progress payments according to the schedule set forth herein.
- 5) The drawings and specifications are intended to supplement each other, so that any works exhibited in either and not mentioned in the other are to be executed the same as if they were mentioned and set forth in both. In the event that any conflict exists between any estimate of cost of construction and the terms of this Contract, this Contract shall be controlling.
- 6) Client agrees to pay Contractor its contracted price. No additional work shall be done without the prior written authorization of Client. Any such authorization shall be on a change-order form, approved by both parties, which shall become a part of this Contract. Where such additional work is added to this Contract, it is agreed that all terms and conditions of this Contract shall apply equally to such additional work. Any changes made under this Contract will not affect the validity of this document.
- 7) Contractor shall not be responsible for any damage occasioned by Client or Client's agents, Acts of God, earthquake, or other causes beyond the control of Contractor. Contractor shall not be liable for damages or defects resulting from work done by Client or other Contractors. In the event that Client authorizes access through adjacent properties for Contractor's use during construction, Client is required to obtain permission from the Client(s) of the properties for such. Client agrees to hold harmless and indemnify Contractor from any and all claims for bodily injury, property damage or any other injury to anyone or anybody arising out of the authorized access.
- 8) The time during which Contractor is delayed in its work by (a) the Acts of God which Contractor could not have reasonably foreseen and protected against, or by (b) stormy or inclement weather which necessarily delays the work, or by (c) any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Contractor and which they cannot reasonably overcome, or by (d) extra work requested by Client, shall be added to the time for completion by a fair and reasonable allowance. Should work be stopped for more than sixty (60) days by any or all of the (a) through (d) above, Contractor may terminate this Contract and collect for all work completed.
- 9) Client agrees to hold harmless and indemnify Contractor from any and all claims for bodily injury, property damage or any other injury to anyone or anybody arising out of or connected to the work performed by Contractor.
- 10) Where materials are to be matched, Contractor shall make every reasonable effort to do so using standard materials, but does not guarantee a perfect match.
- 11) Contractor agrees upon receipt of final payment to release the property from any and all claims that may have accrued by reasons of the construction.
- 12) Any controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction.
- 13) Should either party hereto bring suit in court to enforce the terms of this agreement, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party plus interest at the legal rate.
- 14) Client shall provide a toilet during the course of construction when required by law.
- 15) Contractor shall not be responsible for damage to existing walks, curbs, driveways, cesspools, septic tanks, sewer lines, water or gas lines, arches, lawns, shrubs, trees, clotheslines, telephone and electric lines, etc., by Contractor, or its supplier incurred in the performance of work or in the delivery of materials for the job.
- 16) Client is solely responsible for the location of all lot lines and shall identify all corner posts of lot for Contractor (when applicable). If any doubt exists as to the location of such lot lines, Client shall at its own costs, order and pay for a survey.
- 17) Contractor makes no warranties whatsoever with respect to the remediation of anything, including but not limited to mold, mildew, fungal growth, or defective drywall, be it existing or arising from any source. Contractor, its Sub-Contractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they be liable, shall not be responsible to the property Client(s), Contractor, Client, or any of their heirs, successors, and / or assigns for any direct or consequential damages as a result of any claims including but not limited to those related to mold, mildew, fungal infestation, or defective drywall. Client hereby releases indemnities and holds harmless Contractor, its Sub-Contractor(s), or anyone directly or indirectly employed by any of them, or by anyone for whose acts they be liable, for any and all claims arising from the Work, including but not limited to mold, mildew, fungal growth, or defective drywall that Client had, or now has, or hereafter can, shall or may have, jointly, severally, or in the alternative, for, or by reason of, any matter or cause whatsoever arising from or related in any manner whatsoever to the Work. This paragraph applies to the Job Location, its property, and all structures, existing and/or new. Contractor can supply information as may be requested by Client and/or Contractor, however Contractor makes no statement or recommendation to either Client or Contractor regarding such issues, or their treatment, mitigation, or companies that perform such work. Whereas this contract or its attachments may include a budget line item for such issues, it is for accounting and informational purposes only. While Contractor may agree to assist, Client and/or Contractor must research, select, and contract with independent companies outside of this agreement for such work.
- 18) Client hereby grants Contractor the right to display signs and advertise at the building site.
- 19) If the work under this Contract is stopped by the Client for a period of sixty (60) days, then Contractor may, at Contractor's option, upon five (5) days written notice to Client, demand and receive payment for all work completed and materials ordered or supplied. In the event of work stoppage for any reason, Client shall provide the protection of, and be responsible for any damage or loss of material on the premises.
- 20) At any time, Client shall have the right to cancel this Contract should Client determine that there is any uncertainty in Contractor's performance or quality of work under this Contract.
- 21) This agreement constitutes the entire contract and the parties are not bound by oral expression or representation by any party or agent of either party. All changes to the work approved by Client and accepted by Client become part of this Contract.
- 22) Contractor is not responsible for labor or materials furnished by Client or anyone working under the direction of Client.
- 23) No action arising from or related to this Contract, or the performance thereof, shall be commenced by either party against the other more than two (2) years after the completion or cessation of work under this Contract. This limitation applies to all actions of any character, whether at law or equity and whether sounding in contract, tort, or otherwise. This limitation shall not be extended by any negligent misrepresentation or any unintentional concealment, but shall be extended as provided by law for willful fraud, concealment, or misrepresentation.
- 24) Contractor shall warranty all workmanship for one (1) year after work is completed. Any warranty or limited warranty of the products and materials used in construction shall be as provided by the manufacturer.
- 25) If any conflict between plans, specifications, and this Contract exists, this Contract shall prevail.