

Agreement Between Owner and Contractor

**Owner:** 1205 St Charles Condominium Association, Inc. c/o Certain Management, LLC  
3421 N. Causeway Boulevard  
Suite 307  
Metairie, Louisiana 70002  
(504) 342-2554

**Contractor** Southern Coating & Waterproofing, LLC  
PO Box 1099  
Chalmette, LA 70044  
(504) 682-0660

**The Project Is:**

1205 St Charles Condominiums exterior building and garage cleaning, wall sealants and application of waterproof coating.

**The Owner's Agent Is:**

1205 St Charles Condominium Association, Inc and Certain Management, LLC

The Owner and the Contractor for the considerations named herein agree as set forth below:

1. Agreement Date: July 11, 2022
2. Contract Sum: Five Hundred Seventy-Three Thousand, Nine Hundred Eighty-Two Dollars, Thirty-Seven cents (\$573,982.37)
3. Payment Schedule:

**TERMS:** Contractor will submit bills for material, labor, work-in place in a timely manner on a monthly basis. Owner will remit payment within fifteen (15) days of receipt and approval. Contractor may submit initial payment request to cover material and mobilization costs upon receipt of Notice to Proceed by Owner.

Contract must be signed and returned before Owner issues Notice to Proceed.

Any unpaid balance due after completion of entire job and 15 days past the date of issuance of invoice for all work performed shall be 10% per month service charge until paid in full. Customer agrees to pay reasonable attorney fees and all other cost/expenses which may be incurred in the collections of all sums due by customer. Customer further agrees that the parish of Orleans, Louisiana shall have jurisdiction in any litigation concerning the collections of any monies due. Southern Coating & Waterproofing, LLC. reserves the right to cancel contract if customer fails to abide by what is written in contract description and terms. Customer shall pay all monies due to date for work completed. Any work not specified in this contract is considered additional work and must be written separately and signed by authorize person and will be invoiced separately.

4. Documentation required for payment:

Contractor to provide Owner with invoice for material and work completed per billing period.

Contractor to provide fully executed CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT (sample attached) with detailed invoice for work/materials billed in order to secure payment.

5. Completion Schedule:

The scope of work contemplated by this contract is estimated to be completed within six (6) months from the date of notice to proceed.

6. Scope of Work:

Exhibit 2, 3 and 4: Detailed project bids describe scope of work of services to be performed

NOTE: 1205 St Charles Condominiums will be responsible for informing residents of scheduled work and designated walking areas.

7. Licenses, permits and bonds to be supplied and paid by as follows:

Southern Coating & Waterproofing, LLC to provide copy of current licenses

Southern Coating & Waterproofing, LLC will secure and pay for necessary permits from municipal authorities having jurisdiction and provide copies same to Owner.

8. Performance & Payment Bond

Southern Coating & Waterproofing, LLC to provide a performance and payment bond for the entirety of the contract. Cost for such bond will be charged to the Owner.

Language of performance bond to include delivery on the level of performance specified in the agreement.

9. Warranty:

Warranty will be in effect providing contract is paid in full and work is completed in accordance with the contract description. Southern Coating & Waterproofing, LLC warrants all workmanship for two (2) years from date of installation from defects. Ten (10) year manufacturer's warranty on waterproof coating and sealants from lifting, or peeling due to product failure, material only. Not liable for damage done after a workday is complete, any repairs will be an extra charge. Any damage should be reported immediately to make necessary repairs. Not liable for natural disasters, hurricanes, floods, tornados, hailstorms, dragging furniture, equipment, etc. that may compromise the coating or sealants.


A representative of the manufacturer that will provide warranty on the materials used will make periodic visits to make sure the products are being installed correctly.

10. Insurance Requirements:

Contractor will provide Owner Certificate(s) of Insurance demonstrating General Liability Coverage in the amount of One Million Dollars (\$1,000,000.00) and Workers Compensation and Employee Liability Coverage in the amount of Five Hundred Thousand Dollars (\$500,000.00) with 1205 St Charles Condominiums Association, Inc. as Certificate Holder.

11. General Provisions:

Remove all dead equipment, piping, and other obsolete items from the exterior of the building prior to applying the waterproofing. - as specified in Exhibit 4.

attached 

12. See attachment(s):

Exhibit 1: Sample "CONDITIONAL WAIVER AND RELEASE ON  
PROGRESS PAYMENT"

Exhibit 2: January 17, 2022, Building and Garage Exterior Waterproofing  
Coating scope of work and bid

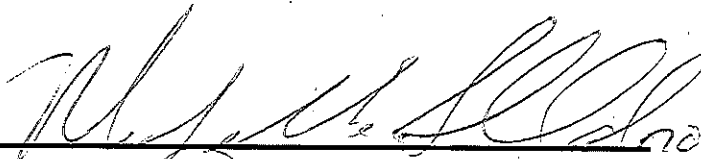
Exhibit 3: January 26, 2022, Parking Garage Deck Coating scope of work  
and bid

Exhibit 4: July 22, 2022, Abandoned Items on Walls

Owner: Brent Couture

By: Brent Couture as agent for 1205 St Charles

Date: July 22, 2022

Contractor: 

By: Michelle Gallodoro

Date: 7/27/22