# CONTRACT "AGREEMENT"

This AGREEMENT (the "Agreement") is made and entered this 29th day of June, 2022, between Shieldtech Roofing Solutions, LLC, 101 Marketside Avenue Suite 404 #33, Ponte Vedra, FL 32081 ("Contractor") and Advanced Restoration Technologies, LLC, whose address is 3201 Saint Charles Avenue Unit 309 New Orleans, LA 70115 ("Customer").

## RECITALS

WHEREAS, Shieldtech Roofing Solutions, is in the business of inspecting, maintaining, repairing, and installing roofing systems for commercial, industrial and multi-family properties;

Project Location: 3201 Saint Charles Ave, New Orleans, LA 70115

WHEREAS, Customer has requested that Contractor agree to install a new roof on its building(s) at the Location in accordance with the terms and conditions of this Agreement and the scope of work as set forth herein in Exhibit 'A' (the "Scope of Work");

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and with the intent to be bound hereby, Contractor and Customer (collectively, the "Parties") agree as follows:

## AGREEMENT

**I. Acknowledgements, Representations, and Warranties**

A. Customer acknowledges and agrees that the work Contractor performs in accordance with the Scope of Work may void the Warranty if the Warranty is issued by a third-party.

B. Customer acknowledges and agrees that Contractor ***does not*** warrant the labor, materials, and/or workmanship of third-parties previously installing, maintaining, or repairing the Roof and hereby disclaims any obligation of Contractor to do so.

**II. Work and Payment**

A. The Work. Contractor agrees to provide all materials, labor, tools, equipment and supervision required to perform the work detailed in the contract documents and the Scope of Work (the "Work"), and to perform the Work in accordance with the requirements and specifications of the Scope of Work.

B. Date of Commencement and Substantial Completion Date. Contractor will commence the Scope of Work on or before TBD (the "Commencement Date"). The Contractor shall achieve Substantial Completion of the entire Work not later than ___ days from the date of commencement, or as follows:

C. Work Schedule. The Work will be performed between the hours of 7:00a.m. and 7:00p.m., Monday through Friday, excluding federal holidays, and only if weather conditions are favorable, in accordance with the schedule set out in the Scope of Work (the "Work Schedule"). Customer shall permit Contractor unfettered access to the location. Customer agrees that Contractor is not responsible for, and the Work Schedule shall be extended as determined by Contractor for, any and all delays caused by persons, factors, or circumstances beyond Contractor's control.

D. Payment. Customer shall pay to Contractor in current funds for the Scope of Work the sum of $896,317.00 (the "Contract Amount"). The Contract Amount includes all relevant sales and other taxes assessable against the Scope of Work and all services, labor, materials, and goods used to complete it, and any permits required that are known to Contractor at the time of execution of this Agreement. Customer agrees to pay Contractor the Contract Amount as follows:

1. 25% Mobilization Invoice
2. 35% Progress Invoice upon 60% completion
3. 30% Upon Completion of Project
4. 10% for Retention until warranty has been issued
5. Customer acknowledges and agrees that Contractor shall have the right to stop any and all items on the Scope of Work if any payment due Contractor is not timely made. Owner agrees that Contractor shall not be required to continue the Scope of Work until paid. All invoice payments are due 30 days from the invoice date. A late penalty of 1.5% of the overdue invoice amount will be charged starting the first day the invoice is overdue and will continue to be charged every 30 days past the invoice due date.

**III. Change Orders**

Deviations from the Scope of Work to alter the method, price, or Work Schedule of the Scope of Work, will be permitted, and paid for by Customer, upon any form of written notice by Contractor and either written or verbal approval by Customer. Customer agrees that it will not unreasonably withhold its approval. The change in the Contract Amount caused by such contract change order shall be as agreed to in writing. The change order shall also increase the time within which the contract is to be completed at Contractor's sole discretion.

**IV. Indemnification**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, and agents and employees of any of them from and against claims, damages, losses, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance or the non-performance of the Work, provided that such claim, damage, loss or expense is attributable to a breach under the Contract Documents, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, liability or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Contractor shall immediately discharge, bond over or otherwise cause to be removed any lien, claim, stop notice or other encumbrance filed in connection with the Work, and shall defend, indemnify and hold Owner harmless from all claims, damages, losses, liabilities and expenses incurred in connection with any lien, claim, stop notice or other encumbrance filed in connection with the Work, as long as owner is not in default of the Contract documents.
In claims against any person or entity indemnified under this Section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**V. General Provisions**

A. The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are

complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

B. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect or the Architect's consultants and Contractor, (2) between the Owner and a Subcontractor or sub-subcontractor, (3) between the Owner and Architect or the Architect's consultants (4) between any persons or entities other than the Owner and Contractor. There are no third-party beneficiaries to the Agreement or these General Conditions.

VI Claims and Disputes

A. If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by the Owner, by mediation or by arbitration.

B. The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

C. Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, except matters relating to aesthetic effect, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association within 30 days after completion or termination of mediation but in no event after the date barred by the applicable statute of limitations for legal or equitable proceedings based on the relevant claim. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (3) the interest or responsibility of such person or entity in the matter is not insubstantial. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

D. The Contract shall be governed by the law of the state of Florida, the place where the Contractor is located, without reference to choice of law or conflict of law provisions.

NOTICE: BY EXECUTING THE AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE HEREUNDER DECIDED BY NEUTRAL ARBITRATION, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE STATE LAW. YOU ACKNOWLEDGE THAT YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY, AND THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING PROVISIONS AND AGREE TO SUBMIT DISPUTES HEREUNDER TO NEUTRAL ARBITRATION.

**VI. Subcontractors**

A. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

B. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract and in all cases prior to the Contractor's bid period, shall furnish in writing to the Owner the names of the persons or entities (including without limitation material suppliers) for each of the principal portions of the Work. The Contractor shall not contract with any person or entity to whom the Owner has made reasonable written objection. If the proposed but rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Work so long as Contractor has acted promptly and responsively in submitting names as requested. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

C. Contracts between the Contractor and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner.

**VII. Safety Precautions and Protection of Persons and Property**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly, at its sole cost, remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

In addition, the Contractor shall:

1. Comply with all applicable requirements with respect to the California Occupational health and Safety Act (if applicable) or the Federal Occupational health and Safety Act.
2. Cooperate with any federal, state or local regulatory agency consultation or compliance inspections.
3. Be responsible for protecting the public from hazards related to the Work.
4. Have an Injury and Illness Prevention Program ("I.I.P.P.")
5. Have a Code of Safe Practices and Contractor must provide a copy, for review, upon request.
6. Conduct and document periodic inspections of Site conditions.
7. Provide personal protective equipment and adequate safety training to all of its employees.
8. Accept sole responsibility for providing a safe work place for its and its subcontractors' employees, suppliers and others for whom Contractor is responsible, including, without limitation, safety training and the adequacy and required use of all safety equipment.

**VIII. Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver, includes, but is not limited to:

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

READ, ACKNOWLEDGED, AND AGREED TO as of the date first above written.

**SHIELDTECH ROOFING SOLUTIONS:**

By: William Tunnell
Name: William Tunnell
Title: Owner
Date: 6/29/2022

**CUSTOMER:**

By: [illegible] RESTORATION TECHNOLOGIES, LLC
Name: Gary Martin, CEO
Title: CEO
Date: 6-29-22

# Exhibit 'A' "Scope of Work"

**Agreement:**

ldtech Roofing Solutions, LLC proposes to furnish all labor, material and necessary to professionally execute all k described in the Scope of Work below.

**Construction Meeting:**

1. Shieldtech Roofing Solutions, LLC, will conduct pre-construction meeting with the owner/buyer's representative. The meeting will cover safety procedures, working hours, code compliance, and the loading and unloading procedures.

**Construction Submittal:**

1. Shieldtech Roofing Solutions, LLC, will complete the required submittals for the products specified. The list includes, but is not limited to Certificate of Insurance, Product Information Sheets, MSDS Sheets, and Emergency Contact List. The information will be provided to the owner/buyer's representative for approval.

**JECT SCOPE:** Furnish and Install TPO and Slate roof systems.

TPO-
-Remove existing modified Dow to the existing substrate.
-Replace any damaged decking with 3/4" cdx at $125.00 per sheet.
-Install 2 layer of 2.2 iso board throughout.
-Install new .60 mil tpo system to include a 10 year NDL warranty.
-Replace and raise all skylights and roof hatch.

TPO LABOR & MATERIAL TOTAL: $591,375.00

Slate-
-Set up scaffolding and overhead safety walk ways throughout areas receiving new slate.
-Provide ground safety monitor throughout project to ensure safe egress for residents to and from building.
-Remove and reinstall gutters on all slate roof sections.
-Remove all existing slate down to the decking.
-Replace any damaged decking with 3/4" cdx at $125.00 per sheet.
-Install new ice and water shield throughout.
-Install new medium grey slate per manufactures specifications to
-Best match existing keeping with the historical integrity of the building.
-Remove all job related debris.

Slate LABOR & MATERIAL TOTAL: $164,617.00

Skylights and Roof Hatch LABOR & MATERIAL TOTAL: $47,475.00

Scaffolding LABOR & MATERIAL TOTAL: $92,850.00

PROJECT LABOR & MATERIAL TOTAL: $896,317.00

s proposal is valid for 60 days from the date above. Includes any city permits if needed, equipment rentals and

**...ips fees. Once executed this document serves as a formal contract between Owner/Buyer and Shieldtech Roofing S...utions, LLC.**

**GUARANTEE: All work to be performed to the highest quality industry standards. Job site will be left in an orderly fa...ion at the end of each work day. All Material will be safely stored and contained. A pre-construction meeting will be held prior to start of project with onsite management. All OSHA regulations will be strictly adhered to at all times. Warranty: Includes a 1 year labor warranty on craftsmanship & installation only on material installed per this scope. Labor warranty excludes any winds exceeding 60 MPH, hail, building shifting and any other acts of God. All materials come with a stated Manufactures' Warranty.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) as related to 41 CFR 60-4.3(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**