

CONSTRUCTION CONTRACT

This Construction Contract (the "Contract" or "Agreement") is made as of August 10, 2022 (the "Effective Date") by and between **J.C. Bern-Mas Investments LLC** of 4739 Sanford St., Metairie, Louisiana 70006, and **Family Resources of New Orleans, Inc** PO Box 434, Boutte, Louisiana 70039..

Family Resources of New Orleans, Inc desires to provide Construction services to **J.C. Bern-Mas Investments LLC** and **J.C. Bern-Mas Investments LLC** desires to obtain such services from **Family Resources of New Orleans, Inc**.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on August 10, 2022, **Family Resources of New Orleans, Inc** will provide to **J.C. Bern-Mas Investments LLC** the following services (collectively, the "Services"):

Construct a single family home in accordance with the plans and specifications provided. Perform work in accordance with all plans and specifications attached to this Contract for clarification.

2. SCOPE OF WORK. **Family Resources of New Orleans, Inc** will provide all services, materials and labor for the construction of Residential Single Family Home described above at the property of **J.C. Bern-Mas Investments LLC** located at: **4445 Camelot Dr., New Orleans, Louisiana, 70127** hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

Family Resources of New Orleans, Inc. is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically agreed to in writing.

3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS. **J.C. Bern-Mas Investments LLC** will make available to **Family Resources of New Orleans, Inc.** all plans, specifications, drawings, blueprints, and similar construction documents necessary for **Family Resources of New Orleans, Inc** to provide the Services described herein. Any such materials shall remain the property of **J.C. Bern-Mas Investments LLC.** **Family Resources of New Orleans, Inc** will promptly return all such materials to **J.C. Bern-Mas Investments LLC** upon completion of the Services.

4. COMPLIANCE WITH LAWS. **Family Resources of New Orleans, Inc** shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

5. WORK SITE. **J.C. Bern-Mas Investments LLC** warrants that **J.C. Bern-Mas Investments LLC** owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, **J.C. Bern-Mas Investments LLC** shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of **J.C. Bern-Mas Investments LLC's** property will be clearly identified by stakes at all corners of the property. **J.C. Bern-Mas Investments LLC** shall maintain these stakes in proper position throughout construction.

6. MATERIALS AND/OR LABOR PROVIDED. **Family Resources of New Orleans, Inc** shall provide to **J.C. Bern-Mas Investments LLC** a List of each and every party furnishing materials and/or labor to **Family Resources of New Orleans, Inc** as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This List of materials and/or labor shall be attached to this Agreement as Exhibit A. **Family Resources New Orleans, Inc** declares, under the laws of the State of Louisiana, that this List is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

Family Resources of New Orleans, Inc may substitute materials only with the express written approval of **J.C. Bern-Mas Investments LLC**, provided that the substituted materials are no lesser quality than those previously agreed upon by **J.C. Bern-Mas Investments LLC** and **Family Resources of New Orleans, Inc**.

7. PAYMENT. Payment shall be made to **Family Resources of New Orleans, Inc**, New Orleans, Louisiana 70116.

J.C. Bern-Mas Investments LLC agrees to pay **Family Resources of New Orleans, Inc** as follows:

First Payment-\$15,000 completion of permit approval

Final Payment-\$10,000 when unit passes City of New Orleans inspection and Certificate of Occupancy Issued.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 3.5 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. **J.C. Bern-Mas Investments LLC** shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if **J.C. Bern-Mas Investments LLC** fails to pay for the Services when due, **Family Resources of New Orleans, Inc** has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

8. TERM. **Family Resources of New Orleans, Inc** shall commence the work to be performed within 30 days of August 10, 2022 and shall complete the work on or before April 30, 2023, time being of the essence of this contract.

Upon completion of the project, **J.C. Bern-Mas Investments LLC** agrees to sign a Notice of Completion within ten (10) days after the completion of the contract. If the project passes its final inspection and **J.C. Bern-Mas Investments LLC** does not provide the Notice, **Family Resources of New Orleans, Inc** may sign the Notice of Completion on behalf of **J.C. Bern-Mas Investments LLC**.

9. PERMITS. **Family Resources of New Orleans, Inc** shall obtain all necessary building permits. **Family Resources of New Orleans, Inc** shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to **Family Resources of New Orleans, Inc** under this Contract.

10. INSURANCE. Before work begins under this Contract, **Family Resources of New Orleans, Inc** shall furnish certificates of insurance to **J.C. Bern-Mas Investments LLC** substantiating that **Family Resources of New Orleans, Inc** has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Louisiana and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

11. CONFIDENTIALITY. **Family Resources of New Orleans, Inc**, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of **Family Resources of New Orleans, Inc**, or divulge, disclose, or communicate in any manner, any information that is proprietary to **J.C. Bern-Mas Investments LLC**. **Family Resources of New Orleans, Inc** and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, **Family Resources of New Orleans, Inc** will return to **J.C. Bern-Mas Investments LLC** all records, notes, documentation and other items that were used, created, or controlled by **Family Resources of New Orleans, Inc** during the term of this Contract.

12. INDEMNIFICATION. With the exception that this Section shall not be construed to require indemnification by **Family Resources of New Orleans, Inc** to a greater extent than permitted under the public policy of the State of Louisiana, **Family Resources of New Orleans, Inc** may agree to indemnify **J.C. Bern-Mas Investments LLC** against, hold it harmless from and defend **J.C. Bern-Mas Investments LLC** from all claims, loss, liability, and expense, including actual attorneys' fees, arising out of or in connection with **Family Resources of New Orleans, Inc** services performed under this Contract. This indemnity shall be provided even if **J.C. Bern-Mas Investments LLC** is partly responsible for the claim, damage, injury or loss, but **Family**

Resources of New Orleans, Inc shall not provide indemnity against claims or losses deemed to be caused by the negligence, willful misconduct, or breach of contract of **J.C. Bern-Mas Investments LLC** or **J.C. Bern-Mas Investments LLC's** agents or employees.

13. WARRANTY. **Family Resources of New Orleans, Inc** shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in **Family Resources of New Orleans, Inc** community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to **Family Resources of New Orleans, Inc** on similar projects. **Family Resources of New Orleans, Inc** shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by **Family Resources of New Orleans, Inc** and **J.C. Bern-Mas Investments LLC**.

14. FREE ACCESS TO WORKSITE. **J.C. Bern-Mas Investments LLC** will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. **Family Resources of New Orleans, Inc** will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. **Family Resources of New Orleans, Inc** also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

15. UTILITIES. **J.C. Bern-Mas Investments LLC** shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. **J.C. Bern-Mas Investments LLC** shall, at **J.C. Bern-Mas Investments LLC's** expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. **J.C. Bern-Mas Investments LLC** shall permit **Family Resources of New Orleans, Inc** to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

16. INSPECTION. **J.C. Bern-Mas Investments LLC** shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at **J.C. Bern-Mas Investments LLC's** expense.

17. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of **J.C. Bern-Mas Investments LLC** to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.

c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.

d. The failure of **J.C. Bern-Mas Investments LLC** to make the building site available or the failure of **Family Resources of New Orleans, Inc** to deliver the Services in the time and manner provided for in this Agreement.

18. REMEDIES. In addition to any and all other rights a party may have available according to law of the State of Louisiana, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 30 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 30 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

19. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

20. ENTIRE AGREEMENT. This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

21. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by each party.

23. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by the laws of the State of Louisiana, without regard to any choice of law provisions of Louisiana or any other jurisdiction.


24. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

25. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.


26. ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

27. SIGNATORIES. This Agreement shall be signed on behalf of **J.C. Bern-Mas Investments LLC** by James Ramsey, Officer and on behalf of **Family Resources of New Orleans, Inc** by Kelita Pete, Executive Director (Contractor's License: 888517) and shall be effective as of the date first written above.

Owner:
J.C. Bern-Mas Investments LLC

By: _____  _____ Date: 08 / 11 / 2022
James Ramsey
Officer

Contractor:
Family Resources of New Orleans, Inc
Contractor's License: 888517

By: _____  _____ Date: 08 / 11 / 2022
Kelita Pete
Executive Director

NOTICE OF LIEN RIGHTS

Delivered by **Crescent Construction Group LLC, "Contractor"** to **J.C. Bern-Mas Investments LLC "Owner,"** for work being performed at 4435 Camelot Dr., New Orleans, Louisiana, 70127.


By signing below, the Owner of residential property located at the address shown above acknowledges that the above-named contractor has delivered this notice to me, the receipt of which is accepted, signifying my understanding that said contractor is about to begin improving my residential property according to the terms and conditions of a contract, and that in accordance with the provisions of law in Part I of Chapter 2 of Code Title XXI of Title 9 of the Louisiana Revised Statutes of 1950, R.S. 9:4801, et seq.:

(1) A right to file a lien against my property and improvements is granted to every contractor, subcontractor, architect, engineer, surveyor, mechanic, cartman, truckman, workman, laborer, or furnisher of material for the improvement or repair of my property, for the payment in principal and interest of such work or labor performed, or the materials, machinery or fixtures furnished, and for the cost of recording such privilege.

(2) That when a contract is unwritten and/or unrecorded, or a bond is not required or is insufficient or unrecorded, or the surety therefore is not proper or solvent, I, as owner, shall be liable to such subcontractors, materialmen, suppliers or laborers for any unpaid amounts due them pursuant to their timely filed claims to the same extent as is the herein-above designated contractor.

(3) That the lien rights granted herein can be enforced against my property even though the contractor has been paid in full if said contractor has not paid the persons who furnished the labor or materials for the improvement.

(4) That I may require a written contract to be recorded, and a bond with sufficient surety to be furnished and recorded by the contractor in an amount sufficient to cover the cost of such improvements, thereby relieving me, as owner, and my property, of liability for any unpaid sums remaining due and owing after completion to subcontractors, journeymen, cartmen, workmen, laborers, mechanics, furnishers of material or any other person furnishing labor, skill, or material on the said work who record and serve their claims in accordance with the requirements of law.

Owner Signature: _____ 

Owner Print Name: J.C. Bern-Mas Investments LLC

Date: 08 / 11 / 2022

TITLE	Construction Contract
FILE NAME	Copy of Construction Contract II.docx
DOCUMENT ID	ea285ad859daf049cd6d73031290aed4f400fa33
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

08 / 11 / 2022

00:51:30 UTC

Sent for signature to James Ramsey (jr4141@gmail.com) and Kelita Pete (kapfrno@bellsouth.net) from kapfrno@bellsouth.net
IP: 68.11.79.88



VIEWED

08 / 11 / 2022

08:20:37 UTC

Viewed by James Ramsey (jr4141@gmail.com)
IP: 184.181.34.239



SIGNED

08 / 11 / 2022

15:37:13 UTC

Signed by James Ramsey (jr4141@gmail.com)
IP: 184.181.34.239



VIEWED

08 / 11 / 2022

17:22:50 UTC

Viewed by Kelita Pete (kapfrno@bellsouth.net)
IP: 68.11.79.88



SIGNED

08 / 11 / 2022

17:23:10 UTC

Signed by Kelita Pete (kapfrno@bellsouth.net)
IP: 68.11.79.88



COMPLETED

08 / 11 / 2022

17:23:10 UTC

The document has been completed.