Contract #22-053

AGREEMENT BETWEEN

JEROME GROSS

AND

MAYER BUILDING COMPANY, LLC

FOR EXTERIOR IMPROVEMENTS

This contract is made and entered into on July 18th, 2022, by and between Jerome Gross hereinafter referred to as "OWNER" or "JG" with an address of 3611/13 General Mayer, New Orleans, LA 70114 and the below named provider, hereinafter referred to as "CONTRACTOR".

Mayer Building Company

1000 North Broad Street
New Orleans, LA 70119
(504) 315-8423
rdmayer@mayerbuilt.com
Federal Employer Tax ID # 27-0252401

Louisiana License #: 52207 Mississippi License #23823-MC Corporation Classification: S-Corp

PURPOSE

The purpose of this contract is to improve exterior portions of 3611/13 General Meyer according to the drawings "Proposed Façade Improvements for 3611 General Meyer Ave., New Orleans, LA 70114" Revision 4 dated 1/10/22, incorporated herein and attached by Modus Inc., Architects and Planners (hereinafter referred to as "DESIGNER") and the MBC Budget Letter and Estimate Worksheet B33-22 Revision 2 dated 9-2-2022 incorporated herein and attached.

STATEMENT OF WORK

The CONTRACTOR will provide all labor, material, insurances, equipment and services as required to perform the exterior improvements in accordance with this contract, the scope of work, the contractor's proposal and estimate worksheet dated 9-2-22, the drawings attached and incorporated herein.

CONTRACTOR will, at its own proper charge, cost and expense do and perform all the work and furnish all



materials and labor necessary or proper, and build in a good, firm and substantial manner, with appurtenances of every kind complete in accordance with this contract, the scope of work, and the drawings which are a part of this contract and incorporated herein.

The Owner or Designer shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. CONTRACTOR shall obtain and pay for all "sub" permits or tradesmen permit necessary for proper execution and completion of the Work.

OWNER and his duly authorized representatives shall be the judge of the character, nature and fitness of all work done and materials furnished under this contract. He shall interpret and decide matters concerning performance of the CONTRACTOR.

Changes and Extra Work: OWNER, in writing, and without notice to surety, may alter and change the scope of the work herein, in a manner not inconsistent with the general specifications, either before or after its commencement, or may order in writing any extra work which he may deem necessary. If such alterations diminish the quantity of work to be done they shall not be a basis of a claim for damages, or for anticipated profits on the work; if they increase the amount of work, such increase shall be paid for according to the quantity actually done, and at the price established for such work under this contract; or at its actual reasonable cost, at unit prices mutually agreed upon before beginning the work; provided, however, that no payment for extra work done or materials furnished shall be made unless such extras have been ordered in writing by the OWNER. Should alterations in the scope of the work be, in the opinion of the OWNER, worthy of increased cost or result in decreased cost to the CONTRACTOR, a fair and equitable sum shall be agreed upon in writing by the CONTRACTOR and OWNER before such work is begun and shall be added to or deducted from the contract price. All change orders and change order proposals shall be in writing.

Further, escalation is not included. Costs associated with delays due to supply chain issues are not included. Escalation and extended general conditions will be sought for pricing increases and delays outside of the control of Mayer Building Company.

Responsible for Whole Work: The CONTRACTOR shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said CONTRACTOR.

Defects: In case the nature of the defects is such that it is not expedient to have them corrected, the OWNER shall have the right to deduct from the amount due the CONTRACTOR on the final settlement of the accounts such sum of money as he considers a proper equivalent for the difference between the value of the materials or work specified and that furnished, or a proper equivalent for the damage.

Examinations: The CONTRACTOR shall at any time make such openings, and to such extent, to or through such part or parts of the said structures as the OWNER shall direct, and he shall restore the part of the work so disturbed to his satisfaction. Should the work or materials be found defective in any respect, the whole of the expense incurred thereby shall be defrayed by the CONTRACTOR, but, if otherwise, by OWNER.



Access to Work Areas: OWNER shall vacate areas to be renovated or otherwise required for the CONTRACTOR'S use in a timely fashion as required by a mutually agreed upon project schedule. OWNER shall have the right to reoccupy renovated areas upon substantial completion of the work and as allowed by the governing code authorities.

Commencement and Completion of Work: The CONTRACTOR shall commence work on the beginning date of the contract term stated herein, and shall complete the work within the time stipulated herein, subject to changes in the project scope as directed by OWNER or DESIGNER.

Extension Of Time: If the CONTRACTOR is delayed in the completion of the work by or on account of any act or omission of OWNER or DESIGNER or by causes beyond control of the CONTRACTOR, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the OWNER, provided, however, that no claim for an extension of time for any reason shall be allowed unless, within three days after such delay occurs, notice in writing of the fact of said delay, its causes and the extension claimed, shall be given by the CONTRACTOR to the OWNER. Further, delays due to supply chain issues are not included. Extension of time and extended general conditions will be sought for delays outside of the control of Mayer Building Company.

Shall Protect the Public: The CONTRACTOR shall execute the work in such a manner as to interfere as little as possible with clinic operations. CONTRACTOR shall provide railings or suitable barricades to exclude persons from obstructions, and to prevent accident or injury to workmen, OWNER & DESIGNER staff members and other persons.

Avoidance of Contract: If the work to be done under this agreement shall be abandoned, or at any time suspended for three days without reasonable cause, or if this contract shall be assigned without the written consent of OWNER, or if at any time the OWNER shall be of the opinion that the said work is unnecessarily or unreasonably delayed, or that the CONTRACTOR is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said work cannot be completed within the required time, the OWNER may give notice, postage prepaid, to the CONTRACTOR, at his business address, to that effect. If the CONTRACTOR shall not, within ten days after the mailing of such notice, take such measures as will, in the judgment of OWNER, ensure the satisfactory completion of the work, he may the CONTRACTOR, in writing, to discontinue all work under this contract; and it is hereby agreed that the CONTRACTOR shall thereupon at once stop work and cease to have any right or claim to possession of the ground, or such part thereof as OWNER may designate; and OWNER may, by means of such other agents or contractors as shall to it seen advisable, complete the work herein described, or such part thereof as it may deem necessary, and may take possession of and use such implements, tools, and materials or facilities used for or in connection with the operations or the fulfillment of this contract, except as otherwise provided. The CONTRACTOR shall not remove any materials after receiving such notice as described above. And OWNER is hereby authorized and empowered to apply sums of money due or to become due to said CONTRACTOR under this contract by way of reduction in damages, and as part payment of such additional expense incurred by **OWNER**

Net Worth: In accordance with Louisiana Revised Statute 38:2216, CONTRACTOR certifies, by signing this



contract including attached letter incorporated herein, that CONTRACTOR has a negotiable net worth which is equal to or exceeds in value the total cost amount of the contract. All property comprising the negotiable net worth shall be pledged and otherwise unencumbered throughout the duration of the contract period.

PERFORMANCE BOND

No performance bond is required by this contract.

CONTRACTOR'S OBLIGATION

The condition of this obligation is such that if the said CONTRACTOR performs all obligations assumed by it in this contract well and promptly pays all wages of laborers, workmen or mechanics to be employed by it for all work done or labor performed by it; and promptly pays for all materials or supplies furnished to the CONTRACTOR, for the use in the construction, erection, alteration, performance or repair of the work specified in this contract; and fully secures and protects OWNER, and its assigns, from all loss or expense of any kind, including premises, including all costs of Court and attorneys' fees, made necessary or arising from the failure, refusal or neglect of the CONTRACTOR to comply with all of the obligations assumed by it; and likewise to promptly deliver all the work called for in the contract to OWNER, free from any and all such claims, liens and expenses, then, this said bond shall become null and void, but otherwise will remain in full force and effect.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from October 1 2022 to December 15, 2022 This contract may be terminated by OWNER or CONTRACTOR upon giving thirty (30) days advance written notice to the other party with cause, but in no case shall continue beyond the specified termination date with the exception of the stipulations in Paragraph "Changes and Extra Work."

AMENDMENT OF CONTRACT TERMS

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement.

CONTRACT AMOUNT

Total compensation payable to the CONTRACTOR for satisfactory performance of the work under this contract shall not exceed **\$17,772.00** (Seventeen Thousand Seven Hundred Seventy Two Dollars).

TERMS OF PAYMENT

The CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:



CONTRACTOR'S compensation for services rendered shall be on a cost reimbursement basis pursuant to the budget (Estimate Worksheet) set forth in Attachment 2.

BILLING PROCEDURES AND PAYMENT

If progress and/ or completion of services are provided to the satisfaction of OWNER, payments will be made as follows:

- Payment will be made in accordance with the above Terms of Payment on a cost reimbursement basis upon receipt of approved invoices and documentation (if required) to support the deliverables defined in the Statement of Work.
- 2. OWNER or DESIGNER must sign the request for payment form. CONTRACTOR will provide signatory and statement of acceptance of progress on each Invoice.
- 3. OWNER may, at its discretion and at any time, withhold so much of any payments due to the CONTRACTOR, or to become due under this contract, as it may deem necessary to settle all claims against the CONTRACTOR which may arise under this contract, including all claims for labor or materials furnished to the CONTRACTOR, and may retain the same until OWNER and its agents and servants will be fully protected from any loss and indemnified for all damage for which the CONTRACTOR may become liable, and that all parties who may have claims against the CONTRACTOR for work done or materials furnished on account of this contract have been fully paid, up to but not exceeding five percent (5%) of the contract value.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract. Notice in writing must be provided within 72 hours to the other party if this information changes.

Contract Manager for CONTRACTOR is:	Contract Manager for OWNER is:					
Ryan D. Mayer	Jerome Gross					
Mayer Building Company, LLC						
1000 N. Broad Street	3611/13 General Mayer Avenue					
New Orleans, LA 70119	New Orleans, LA 70114					
(504) 315-8423						
rdmayer@mayerbuilt.com						



INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect OWNER should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor or agents of either, while performing under the terms of this contract.

All policies shall be primary to any other valid and collectable insurance. The CONTRACTOR shall instruct the insurers to give OWNER thirty (30) calendar days advance notice of any insurance cancellation.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Louisiana.

CONTRACTOR shall submit to OWNER prior to the contract effective date, a certificate of insurance that outlines the coverage and limits defined herein. The CONTRACTOR shall submit renewal certificates upon expiration during the term of the contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

- 1. Workers Compensation and Employers Liability (\$1,000,000 minimum limit per accident/per person/per disease)
- 2. Commercial General Liability, (occurrence-based \$1 million minimum per occurrence and a minimum general aggregate of \$2 million)
- 3. Automobile Liability (\$1 million minimum combined single limit per occurrence, which shall include third-party bodily injury and property damage for the following automobile classes: owned, hired and non-owned automobiles).

The Commercial General Liability insurance coverage shall name OWNER, its agents, employees and volunteers as additional insured under the insurance policy/ies.

The insurance companies issuing the policy/policies shall have no recourse against OWNER for payment of any premiums or for assessments under any form of the policy/policies.

INDEMNIFICATION

CONTRACTOR agrees to save and hold harmless, protect, indemnify, defend, and hold OWNER, its officers, agents, employees, and assigns, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of any act or omission of the CONTRACTOR, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the CONTRACTOR as a result of any claims, demands, suits



or/and causes of action. The CONTRACTOR agrees to investigate, handle, respond to, and defend any such claims, demands, or suits or causes of action at its sole-expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits or causes of action are groundless, false or fraudulent.

STANDARD PROVISIONS

During the performance of this agreement, the CONTRACTOR hereby agrees to the following terms and conditions:

- CONTRACTOR understands and agrees that reporting requirements may change during the contract term.
 CONTRACTOR will follow all OWNER reporting requirements, including reporting into databases and systems specified by OWNER, the State of Louisiana and/or the federal government.
- 2. CONTRACTOR hereby agrees to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended. CONTRACTOR agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
- The CONTRACTOR shall establish, subject to the review and approval of OWNER; confidentiality rules and facility access procedures.
- 4. CONTRACTOR agrees to retain all books, records and other documents relevant to the contract and funds expended there under after final payment or as prescribed in 45 CFR 74:53 (b). CONTRACTOR shall make available to OWNER such records within thirty (30) days OWNER's written request and shall deliver such records. CONTRACTOR shall allow OWNER to inspect, audit or copy records at the CONTRACTOR's site, without expense to OWNER
- 5. Warranty of Removal of Conflict of Interest: The CONTRACTOR shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The CONTRACTOR shall periodically inquire of its officers and employees concerning such conflicts, and shall inform OWNER promptly of any potential conflict. The CONTRACTOR shall warrant that it shall remove any conflict of interest prior to signing the contract.
- 6. CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be CONTRACTOR's. The CONTRACTOR assumes responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, contributions for unemployment compensation funds, and shall maintain, at CONTRACTOR's expense, all necessary insurance for its employees, including but not limited to workers compensation and liability insurance.



Please refer back to Insurance clause above.

- 7. In consideration for goods delivered or services performed, OWNER shall make all checks payable to the CONTRACTOR in the amounts and intervals as expressed or specified in the agreement.
- 8. Upon completion of this contract or if terminated earlier, all records, reports, work sheets, work product or any other materials related to this contract shall become the property of OWNER if requested.
- 9. In the event OWNER determines that certain costs which have been reimbursed to CONTRACTOR pursuant to this or previous agreements are not allowable, OWNER shall have the right to set off and withhold said amounts from any amount due the CONTRACTOR under this agreement for costs that are allowable with direct input from DESIGNER.
- 10. OWNER and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules and regulations. If the CONTRACTOR is found to be in violation of any of the aforementioned laws, rules and regulations, this contract is subject to immediate termination, not the thirty (30) days advance written notice provision. Any contract disputes will be interpreted under applicable Louisiana laws in Louisiana administrative tribunals or district courts as appropriate.
- 12. CONTRACTOR agrees to secure, and maintain current, any applicable licenses required for the provision of services delineated in this Agreement. CONTRACTOR shall maintain personnel policies and procedures including job descriptions and job qualifications to assure qualified staff are employed.
- 13. Failure of the CONTRACTOR to specifically perform timely services or duties required by this agreement will constitute cause for OWNER to impose liquidated damages against the CONTRACTOR for such failure.

 Sanctions of up to \$100.00 a day may be imposed against the CONTRACTOR by permanently withholding payment when a determination has been made by OWNER that timely/overdue services or duties are not being provided per Period of Performance paragraph.
- CONTRACTOR grants to OWNER or its official designee the right to inspect the facilities/operations where services are being provided at any time.
- 15. CONTRACTOR agrees that OWNER is entitled to and will pursue recoupment in the event of an overpayment resulting from an error in billing.
- 16. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.



- 17. Force Majeure: The CONTRACTOR and OWNER are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, pandemic, epidemic or court or state government order relating to above.
- 18. CONTRACTOR agrees that the current contract supersedes all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
- 19. The Contractor certifies that neither it, nor its principals, nor any of its employees or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, declared non-compliant, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

ATTACHMENTS

Each of the attachments/exhibits listed below is by reference hereby incorporated into this contract:

- · Attachment 1: Modus Inc. Drawings
- Attachment 2: Mayer Building Company Proposal REVISED 9-2-22
- Attachment 3: HUD Compliance Provisions
- · Attachment 4: Davis Bason Prevailing Wages

ENTIRE AGREEMENT

This contract, including referenced attachments and exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

APPROVAL

This contract shall be subject to the written approval of OWNER's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

This contract is executed by the persons signing below, who warrant they have the authority to execute the contract.

MAYER BUILDING COMPANY, LLC	Jerome Gross
(Signature above)	(Signature above)
Ryan D. Mayer	Jerome Gross
(Contractor)	(Owner)
Date 9-14-22	Date 9/14/22



3-18-22

rdmayer@mayerbuilt.com EIN: 27-0252401

La License 52207

1000 N. Broad New Orleans, La 70119

Ryan D. Mayer 504.315.8423

Rev 3-23-22

Rev 9-2-2022 (Revision 2)

Jerome Gross 3611/13 General Meyer New Orleans, La 70114

Dear Mr. Gross,

Please accept this letter as proposal to safely perform the renovation work, including all the labor, materials, equipment, supervision and insurances necessary, as described by your Modus Drawing A.0 Rev3 and by the attached estimate worksheet for Seventeen Thousand Seven Hundred Seventy Two Dollars (\$17,772.00)

We have not included interior work (interior shutters), signage, professional design/engineering, permits, night or weekend work, bonding, mitigation or handling of any hazardous or toxic material, lead paint mitigation, all unforeseen conditions. We respectfully assume the use of your power and water and granted access.

We appreciate the opportunity to price the work and look forward to discussing this project further.

Thank you,

Ryan D. Mayer

WWW.MAYERBUILT.COM

B33-22- Nora - REV 2



Client: Jerome Gross	Date:	3/18/2022			
Project Name: 3611 Gen Meyer	Plans:	Modus Rev 3 A.0			
MBC#:B14-22	Revision #	9/2/2022			

Scope:As listed,non-union labor

Ref Description		Quantity Unit			Cost Per		Cost Per		Sub Total
					Furnish		Install		
DIVISION 01-0	GENERAL REQUIREMENTS			25 - 411.7				-	
Supervision	on - partial	0.75	week			\$	1,430.00	\$	1,072.50
	PM/ Adminstration	0.33	week			\$	850.00	\$	280.50
Haul Offs		1.00	ea	\$	335.00	\$		\$	335.00
	Payroll Processing	1.00	ea	\$	_	\$	350.00	\$	350.00
Final Clea		1.00	allw			\$	150.00	\$	150.00
Contract	Recording	N	OT INCLUD	ED					
Total Gen	eral Conditions	-						\$	2,188.00
DIVISION 02-S	SITEWORK								
Remove F	Fascia/ Soffit/ Plexi		by others						
Total Divi	sion 02							\$	-
DIVISION 04 -	MASONRY								
CMU Plan	nters	21.00	sf	\$	5.00	\$	39.10	Ś	926.10
Rebar		1.00	allw	\$	30.00	\$	-	\$	30.00
Stucco		21.00	sf	\$	3.00	\$	4.00	\$	147.00
Total Divi	sion 06							\$	1,103.10
DIVISION 06 -	CARPENTRY								
F/I Wood	Soffit - treated ply	2.00	sheets	\$	50.00	\$	75.00	\$	250.00
F/I Wood	Fascia -treated 1x8	4.00	boards	\$	17.50	31737	75.00	\$	370.00
Total Divi	sion 07							\$	620.00
DIVISION 07 -	THERMAL/ DAMPPROOFING								
Gutters		28.00	If	\$	12.00			\$	336.00
Downspo	uts	20.00	lf	\$	12.00			\$	240.00
Awning		1.00	ea	\$	2,719.00	\$	1,750.00	\$	4,469.00
Total Divis	sion 07							\$	5,045.00

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DIVISION 08 - DOORS/ FRAMES/ HARDWARE								
Replace window frame/ salvage glass	1.00	subk	\$	684.00	\$	-	\$	684.00
Misc caulk	1.00	allw	\$	5.00	\$	50.00	\$	55.00
Total Division 08							\$	739.00
DIVISION 09 - FINISHES								
Prepare and paint façade	247.00	sf	\$	2.00	\$	2.00	Ś	988.00
Prepare and paint new soffit & fascia	56.00	sf		2.00	355.255	2.00		224.00
Prepare and paint planters	21.00	sf	\$ \$	2.00	\$	2.00	\$	84.00
Total Division 09							\$	1,296.00
DIVISION 16-ELECTRICAL								
Furnish and install electric lanterns	3.00	ea	\$	150.00	\$	133.33	\$	850.00
(in surface mounted pipe)	25.00	ea	\$	1.75	\$	6.00	\$	193.75
Energize sign pole (no new underground)	4.00	mh	\$	0-0	\$	95.00	\$	380.00
Total Division 16				AS-40-2			\$	1,423.75
DIVISION 30-SOFT COSTS								
Permits (Safety & Permits only/ No SFM)	1.00	allw	\$	189.00	\$	150.00	\$	339.00
Total Division 30							\$	339.00
Project Sub Total							\$	12,753.85
Overhead & Profit							\$	2,550.77
Insurance							\$	306.09
Construction Contingency							\$	1,561.07
Builder's Risk Insurance							\$	600.00
Projected Cost							\$	17,771.78