

Bell Roofing

CONTRACTOR AGREEMENT

Progress Payment Version

Form "L"

THIS CONTRACTOR AGREEMENT (herein after the "Contract" or the "Agreement") is made by and between 201 PLACE ST. CHARLES, CORP. hereinafter called "Client," and BELL ROOFING COMPANY, INCORPORATED, hereinafter called "Contractor". Every indemnification, warranty and Contract made by the Contractor shall run fully in favor of (i) Client, (ii) 201 St. Charles Place, LLC, (iii) their respective employees, agents, officers, members, directors and shareholders, and (iv) their respective assigns and/or successors in interest, all of whom are hereafter referred to individually and collectively as "Indemnitees." Contractor warrants and represents that it is an entity formed under the laws of Louisiana and is presently in good standing, and that Jeffrey F. Bell appearing here for Contractor is the duly authorized President (title) having the full authority of Contractor to enter into this Agreement, and shall promptly supply a Board Resolution on request.

WITNESSETH

THAT IN CONSIDERATION of the covenants and Contracts hereinafter contained, the parties agree as follows:

1. WORK

Contractor agrees to furnish all labor, materials, tools, equipment, supplies, fees, taxes, permits, and all other items and services necessary to perform and complete in a good workmanlike manner, as directed by Client and in accordance with the plans and specifications, general conditions and local, parish, state, and federal codes and regulations, that portion of the work generally referred to as General Construction Re-Roofing of Storm Damaged Leaking Food Court Roof in accordance with the Proposal dated November 29, 2021 and Plans dated November 29, 2021, 2021 (the "Work").

For construction of improvements on real estate known as: Place St. Charles, located at:
201 St. Charles Ave.
New Orleans, LA 70170

specifically within that building at the site known as: 2nd floor food court roof

It is understood that Contractor has thoroughly examined the site and all applicable plans and specifications, and it is the prime purpose of this Contract to provide for the entire performance and completion of this Contractor's work. All work performed by others having effect upon the quality and conformity of this portion of work shall automatically become the responsibility of Contractor. Contractor agrees, as far as applicable to the Contract, to be bound to Client by the provisions of this Contract and plans, drawings and specifications, and general conditions as approved in writing by the Client ("Contract Documents"). Contractor shall comply with and conform to all laws, ordinances, rules and regulations Federal, State, Parish, City and other public authorities including, without limitation, those related to the safety and protection of persons and property, any penalties stated therein shall be applicable to Contractor. Contractor

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hereby agrees to indemnify and hold Indemnitees harmless from any failure by Contractor to comply with said laws, ordinances, rules, and regulations.

Contractor shall perform its services under this Contract with professional skill and care, and in a timely fashion. The services of Contractor to be provided under this Contract shall be provided as an independent contractor, and Contractor shall be responsible for determining the manner and means of performance of its services under this Contract and shall provide all supervision, labor, and equipment to perform the services.

Contractor certifies that it has made all investigations essential to a full understanding of any difficulties which may be encountered in the performance of the Work; that it has the requisite qualifications for doing the Work in accordance with this Contract within the time specified; and that it enters into this Contract based upon its own investigation of all such matters and is in no way relying upon any opinions or representations of Client, or the representatives of Indemnitees. Contractor also acknowledges and certifies that the materials and products forming a constituent part of the Work are compatible with the existing building materials, constructions, design, and local conditions. Should the plans, specifications, or other Contract Documents be deficient in any respect, it is the duty of the Contractor to notify Client in writing, prior to commencement of the Work, of the same and reasons therefor.

No transfer, assignment, or pledge of all or any portion of this Contract may be made by Contractor.

2. PAYMENT

Client agrees to pay Contractor for the full and faithful performance of its work, and Contractor agrees to accept as full and just compensation therefor the total contract lump sum of THREE HUNDRED EIGHTY THOUSAND FIVE HUNDRED FIVE AND 00/100 DOLLARS (\$380,505.00) in current funds subject to additions and deductions for changes and/or charges as approved by Client in writing per the attached ("Contract Price"). A retention of ten percent (10%) will be withheld from the progress payments and final payment. The retained ten percent (10%) shall be paid upon verification by Client (and its architects, engineers and other professional consultants) of (i) completion of the Work; (ii) expiration of the constitutional or statutory period for the filing of mechanics and materialmen's liens ; (iii) acceptance of the work covered by the Contract pursuant to an executed and recorded "Notice of Termination of Construction Contract" in form and content substantially similar to Exhibit "F" annexed hereto and made a part hereof; (iv) the execution by Contractor of a final lien waiver in form and content substantially as set forth in Exhibit "D-1" annexed hereto and made a part hereof; and (v) the procurement by Contractor and presentation to Client of a "clear" lien and privilege certificate showing the Place St. Charles property to be free and clear of any liens on account of the Work. Progress payments will be made only if Contractor's progress and workmanship are satisfactory to Client, and Contractor is not in breach of this Contract in any particular manner or under any particular provision. Before receiving any payments, Contractor shall furnish Client with a notarized affidavit, setting forth that all labor, materials and other items used by Contractor and any subcontractor in the performance of its/their work have been paid in full, and full releases have been furnished to Client together with a waiver of lien properly completed, notarized and waiving Contractor's right to place a lien against the property to the extent of the

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dollar amount of Contractor's requisitions up through and including the date of the most recent requisition for payment, in form and content substantially as set forth in Exhibit "D-1" annexed hereto and made a part hereof (for the final payment to Contractor) or in form and content substantially as set forth in Exhibit D-2" annexed hereto and made a part hereof (for progress payments before the final payment). At any time during the progress of the work, Client may order in writing deviations, additions or omissions, and the same shall not void this Contract, but the agreed or reasonable value thereof shall be added to or deducted from the Contract Price hereof. Should Contractor claim that any instructions involve extra work and cost, Contractor shall notify Client prior to doing the work, and thereafter shall only perform the work pursuant to Client's written instructions in which the work is stated to be an extra. No claim for extra items shall be valid unless based upon Client's written instructions specifying that the work is an extra and the extra amount to be paid therefor.

Client shall be entitled to withhold from Contractor any payments due or to become due for work previously performed, in amounts reasonably calculated to protect Client, in addition to any other remedies Client may otherwise have hereunder or under applicable law, under any or all of the following conditions:

- a. Contractor's failure to correct improper or defective work.
- b. Claims of liens filed or notice given to Client of claims against Contractor and/or the property attributable to labor, material, equipment, and/or services, taxes, and insurance for which Client has paid Contractor.
- c. A reasonable doubt that Contractor can complete the work for the balance then unpaid.
- d. Damage to Client and/or other contractors or their work by Contractor.
- e. Failure of Contractor's work to pass one or more official inspection(s).
- f. Installation or attempted installation of an item or material, other than that specified by the Contract, unless ordered in writing by the Client.
- g. Failure to make satisfactory progress.
- h. Failure to maintain insurance coverage in the form and amounts as more particularly set forth in Section 5 of this Contract, and in Exhibit "C" attached hereto and made a part hereof.
- i. Any other deficiency in the Work.

The occurrence of any of the above conditions so as to justify withholding of payment or any other legal remedies hereunder or under applicable law shall be deemed to place the Contractor automatically in default without notice from, or any further action by, Client.

No payment on account shall operate as an approval of work or materials, or any part thereof, and no payment made under this Contract shall be conclusive evidence of the performance of this Contract, either in whole or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. All sums received by Contractor from Client under this Contract are received by Contractor in trust for the express use and purpose of paying in full for all labor, material, equipment, utilities, transportation, services and other facilities furnished to or by Contractor in the performance of this Contract, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. No title to any payment, or any part of it, shall vest in Contractor, or be used for any other purpose, until Contractor has first paid in full

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for all labor and materials furnished to date to Contractor by all persons who may have supplied labor, materials, or other things used in the work under this Contract. No claim for materials costs shall be made until the Contractor shall have actually installed such materials.

In the event Contractor fails, neglects or refuses to perform any of the provisions of this Contract, Client may withhold payment from Contractor until there has been full compliance with the terms thereof. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

At any time, and at Client's sole discretion, Client may require, as an additional condition to Client's obligation to make any payment or payments to Contractor, that Contractor provide to Client a lien waiver from one or more subcontractors, as specified by Client.

3. PAYMENT SCHEDULE

Contractor shall submit to Client a Progress Payment Schedule to be set forth in or attached to Exhibit "B" hereto, covering the various divisions of the work to be done under this Contract, with such Schedule to be in a form satisfactory to Client in the sole unlimited discretion of Client. The Progress Payment Schedule shall aggregate the total Contract Price, and when approved by Client in the sole unlimited discretion of Client, shall be used only as a basis for determining periodic payments. The Schedule of Payment is hereby incorporated into this Contract as if copied in full verbatim.

4. TAXES, LICENSES, PERMITS AND FEES

Contractor shall procure, pay for and deliver to Client all necessary licenses, permits, tests and certificates needed in connection with the work. Contractor shall pay all unemployment, social security, and payroll taxes, sales and/or use taxes and all other similar and dissimilar taxes or charges with respect to employees, materials, subcontractors, materialmen, and general business operations. If the Contractor fails to pay any tax, license, or fees required, Client may, at its own option (and without waiving such default and with such default not being deemed to be cured as a result of such optional payment by Client) pay the amount due and deduct this amount from the amounts then or thereafter due under this Contract to Contractor by Client.

5. INSURANCE

It is agreed and understood by and between the parties hereto that Contractor is a General Contractor as defined in 37:2150.1(11) of the Louisiana Revised Statutes ("LRS"). Contractor is contracting directly with Client and as such, Contractor recognizes and agrees that it is independent and its employees are not employees of Client for purposes of the Act or otherwise. Accordingly, Client is under no obligation and has elected not to provide worker's compensation insurance coverage for Contractor and the employees of Contractor. The providing of such coverage is the sole obligation of Contractor. For purposes of this provision, other independent contractors or subcontractors hired by Contractor are deemed hereby to be employees of Contractor.

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Contractor is an independent contractor. At Contractor's own expense, in connection with all items required to be done or furnished by Contractor hereunder, Contractor shall provide all tools, scaffolds, equipment and supplies, and shall carry and maintain in effect the insurance coverages set forth in Exhibit "C" attached hereto and made a part hereof for all purposes. Prior to commencement of work, and thereafter not later than thirty (30) days prior to the expiration date of any such insurance policy, Contractor shall deliver to Client certificates of said insurance coverage (and, if requested by Client, copies of insurance policies) indicating on the face thereof that the premiums have been paid and that Indemnitees are included as "Additional Named Insureds." If the required insurance is not properly submitted to Client upon demand, Client may, at Client's discretion, immediately procure the insurance on behalf of Contractor and charge and deduct the cost thereof from the Contract Price and from any payments otherwise due Contractor hereunder. All insurance policies must provide that at least thirty (30) days prior notice must be given to the Client if the Policies are to be terminated or changed during the performance of the Work. The insurance limits set forth above and in Exhibit "C" attached hereto and made a part hereof for all purposes are the minimum that Contractor must obtain. These limits, however, shall in no way be construed as Contractor's maximum legal liability.

Contractor shall fully indemnify, defend and hold Indemnitees harmless from and against any claim, loss, cost, damage, and expense arising out of the acts or omissions of Contractor or its employees or agents in connection with Contractor's obligations under this Contract, including, but not limited to, attorneys' fees, interest, and court costs.

Contractor's required insurance shall be primary over and with respect to any insurance that the Indemnitees or any one of them may carry, and any insurance carried by any Indemnitee shall be secondary to Contractor's required insurance under this Agreement.

6. QUALITY AND SCOPE

Any definition as to the scope and quality of the work contained herein shall not be construed as limiting the Contractor's obligation to perform in a complete and workmanlike manner and in accordance with the highest standards for the trade. In addition, Contractor agrees that any and all work required and reasonably implied as necessary to complete the job, shall be furnished and installed by Contractor without any additional cost. Contractor shall keep a foreman on the job at all times for the purpose of coordination and directing the work to be done hereunder. Said foreman shall be authorized to consult with Client and make decisions with respect to the performance of the work hereunder. Contractor shall not employ any workers whose employment on the project is objected to by Client.

7. TIME

Contractor shall commence work under this Contract on June 1, 2022 or as directed, from Client by a notice to proceed and shall complete the work as rapidly as possible. Client shall not be liable to Contractor for any delays caused by Client or by any other contractor or for any other cause whatsoever. Contractor shall at all times employ a sufficient number of workers and supply a sufficient quantity of material to keep pace in proper order with the progress of the work and in accordance with the time schedule established by Client. If in the opinion of Client, in Client's sole discretion, Contractor does not fully comply with all of the provisions of this

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Section whether it be by failing to commence work in the specified time, by failing to continuously and diligently prosecute same or by failing to complete such work in the specified time, the provisions of Section 17 of this Contract, may be invoked by Client. **Time is of the essence of this Contract and of each and every term and provision hereof.**

- a. All work shall be completed within 92 calendar days. Work will start on or before June 1, 2022. All work will be completed no later than August 31, 2022.
- b. Contractor shall furnish periodic progress reports on the work as mutually agreed, including information on the status of materials and equipment required under this Contract which may be in the course of preparation or manufacture.
- c. Contractor shall promptly submit shop drawings and samples as required in order to perform its work efficiently, expeditiously and in a manner that will not cause delay in the progress of the work.
- d. Contractor shall cooperate with Client and other contractors whose work might interfere with Contractor's work, required by the Contract Documents, specifically noting and advising Client of any such interference.
- e. Contractor hereby agrees that the work under this Contract shall be commenced on time, unless a revised commencement date shall be fixed by Client in writing. Contractor shall keep itself thoroughly informed as to the progress of the work and will promptly begin its work as soon as it is notified by Client to proceed. The work shall be prosecuted by Contractor continually and diligently and as rapidly as Client may judge that progress of the work will permit.
- f. Contractor agrees to prosecute certain parts of the work in preference to others, if requested to do so by Client. Contractor hereby waives any and all claims against Client for damages for any act, omission or delay caused by Client, or any other contractor and hereby undertakes the work subject to all conditions as they now exist or may arise.
- g. If the progress of the work is determined to be "off schedule" at any time, the Contractor shall request a "time" change order. Liquidated damages shall be levied upon Contractor for late completion of the work pursuant to the contract documents in accordance with the terms and provisions of Section 20 below.
- h. Due to the nature of the work being performed, some work may not be completed during normal business hours and will have to be completed outside normal hours. Client agrees to keep these to as few as possible but Contractor agrees that there will be no extra charge for after hours work.
- i. The failure to meet any obligations under this section will place the Contractor automatically in default without notice from, or any further action by, Client.

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8. RESPONSIBILITY

Contractor assumes full and complete responsibility for all work undertaken or performed by Contractor and all materials and equipment furnished by Contractor or delivered to Contractor by Client.

The Contractor shall supervise and direct the work, using its best skill and attention and it shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under this Contract. A Contractor's foreman will be on site at all times while work is in progress.

The Contractor shall be responsible to the Indemnitees for the acts and omissions of Contractor's employees, subcontractors and their agents, employees, and other persons performing any of the work directly or indirectly on or about or in connection with Indemnitees' property.

The Contractor shall afford the Client and separate contractors reasonable opportunity for the construction and storage of their material and equipment and the execution of their work, and shall connect and coordinate Contractor's work with theirs as required by the Contract Documents.

9. PERFORMANCE

If in the sole unlimited discretion of Client, Contractor fails to perform work in accordance with this Contract, and should such a failure continue for twenty-four (24) consecutive hours after service of a written notice from Client to Contractor, specifying the particulars of such failure, served personally or mailed to Contractor, or posted on the site of the job, then such failure and continuance thereof shall constitute a material breach of this Contract by Contractor. A case where the Contractor has been deemed to be in automatic default shall also constitute a material breach of this Contract by Contractor. If Contractor becomes insolvent or makes an assignment for benefit of creditors, or institutes or has instituted against Contractor any proceedings under the Bankruptcy Code as the same now exists or may hereafter be amended, or if a court appoints a Receiver or Trustee of Contractor's assets, it shall constitute a material breach of this Contract by Contractor. In the event of any of the foregoing mentioned breaches or any other breach of this Contract, in addition to any other remedies available to Client at law or in equity or otherwise under this Contract, Client shall have the right to complete the work or cause the work to be completed by others, and Contractor and Contractor's surety (if required by Client pursuant to Section 19 below) shall immediately pay Client the cost of all such work, and also all other costs and damages sustained by Client on account of such breach. Client shall have the right, if Client so elects, to take possession of and use, or to reject any and all material, inventory, tools, equipment and appliances of Contractor on the site or in Contractor's plan in the event of breach of Contract by Contractor.

In the event of the inability of Contractor to deliver any or all materials as required or to properly perform any or all work in keeping with the programs of the construction work, Contractor shall, if so requested by Client, secure the services and/or materials of such contractor or subcontractor as may be acceptable to Client for the completion of the work to be performed

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by Contractor hereunder, and with all expenses in connection therewith to be borne solely by Contractor.

Contractor shall repair all damage Contractor incurred or caused to be incurred by Contractor's work. Indemnitees' property shall be left in a condition equal to or better than that which existed prior to commencement of the work. If repairs are not completed to Client's satisfaction on a timely basis Client may, at Client's sole option, have said repairs completed and back charge Contractor and/or deduct the costs and expense of doing so from any amounts otherwise due and payable by Client to Contractor pursuant to the terms and provisions of this Contract.

10. CLEAN UP

Contractor shall remove on a daily basis all debris, dust and rubbish incidental to or resulting from Contractor's work as directed by Client only at hours designated by Client or its agent in writing. Contractor shall, upon completion of the work required by this Contract, remove all scaffolds, material, machinery, implements, debris, rubbish and dust connected with, incidental to or resulting from said work, and leave said work and the premises clean, neat, and completed, without any cost or expense in that regard to Client. Should Contractor fail to comply within eight hours to a notification from Client or its agent to clean up, Client shall have the right to furnish the necessary labor, material and equipment and charge the expenses thereof against Contractor and deduct same from this Contract, and should the amount or balance due on this Contract be insufficient, Client may, at Contractor's expense, collect said deficiency by legal process including reasonable attorneys' fees. Contractor shall protect all other parts of the work from damage and should any such damage be so caused, immediately repair the same. Any default of Contractor in any such cleaning, protection or repairs, may be remedied by Client, and the cost deducted from the Contract Price.

11. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising for the protection of the tenants, Indemnitees, Client, visitors, and Contractor's personnel all safety precautions and programs in connection with the Work. Contractor shall take all reasonable safety precautions with respect to its work and shall comply with all safety measures initiated by Client and with all provisions of the applicable Federal and State Occupational Safety and Health Laws, and all other applicable laws, ordinances, rules and regulations and orders. Fines and penalties arising from any violation of applicable law shall be the sole responsibility and obligation of Contractor. Contractor shall indemnify and hold harmless Indemnitees from any liability resulting from Contractor's failure to observe such safety rules, regulations, orders, laws and ordinances. Contractor shall report in writing within one (1) day to Client any injury at or around the job site. It is the Contractor's responsibility to report any unsafe condition to a Client's representative in writing when such condition is discovered.

Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by Client, and/or Client's authorized representatives. Contractor shall within the same working day, after receiving written notice from Client, or any State, Federal and/or local official, proceed to take down all portions of the work and remove from the job site all material whether worked or unworked, which such official or Client's Representative shall condemn as

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unsound or improper, or as in anyway failing to conform to the Contract Documents. Contractor shall immediately and properly reconstruct and make good all work so condemned, and all other work damaged or destroyed in the reconstructing and making good of such condemned work, at the sole cost and expense of Contractor.

12. LIABILITY

Contractor agrees to fully protect, indemnify and hold harmless Indemnitees against any and all claims, loss, damage, cost, liability, claims, judgments or demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, or arising through the acts or omissions of Contractor or those employed by it or its agent, subcontractor, or servants. Contractor shall bear any expense which Indemnitees may have by reason thereof, and will indemnify, make good to and reimburse Indemnitees for any and all such loss or damage or for any expenditure Indemnitees may make by reason of such matters, including, but not limited to, attorneys' fees, interest, and court costs, and if requested by Client, will defend any such proceedings or suits at Contractor's sole cost and expense. If there are any such injuries to persons or property or claims therefor remaining unsettled when Contractor's work herein provided for is finished, final settlement between Client and Contractor shall be deferred until such claims are adjusted to the satisfaction of Client or suitable security or indemnity acceptable to Client is provided by Contractor.

Should Contractor or Contractor's employees use any of Indemnitees' equipment, materials, scaffolding or other facilities, or any of the aforementioned in which Indemnitees or any one or more of them have an ownership interest, such use shall be at Contractor's sole risk and Contractor by the use thereof agrees to indemnify Indemnitees against any claim, loss, cost or expense arising out of the use thereof and does assume full responsibility for any and all claim, loss, cost, expense, damage or injury arising therefrom. It is mutually agreed that Indemnitees shall not in any manner be liable or accountable for any loss or damage that shall or may happen to the Contractor's work, or any part thereof, or any material and implements used in completing the same. Contractor agrees to save, protect and hold harmless the Indemnitees against any liability for cost and expense (including attorneys' fees) on account of any claims made for materials, supplies, labor, gross income tax and all other taxes, etc. pertaining to the Contractor, Contractor shall also protect adjacent property from injury and damage arising out of its work.

13. GUARANTEE

Contractor, upon notice from Client, covenants and agrees to promptly remove, replace and correct any work that fails to conform to the requirement of this Contract and shall remedy all defects due to faulty or improper materials or workmanship which appear within a period of one year. Said guarantee shall commence from the date of the acceptance of the work by the Client and all government agencies having jurisdiction thereover. Should Contractor, after receiving written notice from the Client, refuse or neglect, within two (2) days after date of such notice to make good any such defect together with all damage to other work caused thereby, then Client shall have the right to make good such defects and hold Contractor liable for the cost of removing, replacing, or repairing the defective work and any work which may be damaged in repairing the defective work and any work which may be damaged or disturbed in complying

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with this guarantee. Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship.

Contractor warrants that all materials and equipment furnished by Contractor and incorporated in the work shall be new (unless otherwise specified), and that all work under this Contract shall be of good workmanlike quality, free from faults and defects, and in conformance with the Contract Documents. All work not conforming to these standards may be considered defective.

Nothing set forth in this Contract, including without limitation the provisions of this Section 13, shall limit, waive, restrict or shorten in any manner whatsoever the time periods, under applicable law, within which any Indemnitee is permitted to bring a legal action under or in connection with this Contract. The one-year guarantee set forth in this Section 13 is an additional right and remedy afforded to Client, and constitutes a contractual obligation of guarantee, not an expression of a period of prescription (statute of limitations) with respect to legal proceedings.

14. LIENS

Contractor warrants and represents that it shall neither file, nor permit the filing of, any liens whatsoever. When required by Client, Contractor shall file with Client a sworn written statement, in form satisfactory to Client, certifying to the amounts then due and owing by Contractor for labor and material furnished under the terms of this Contract and reciting the names and amounts due all subcontractors and material vendors of the Contractor performing work under this Contract. Contractor agrees to sign and secure all necessary lien waivers, releases of mechanics liens and other documents required to enable Client and the Property to be and remain free of all liability, liens or encumbrances which could otherwise affect the property upon which the work herein is to be done.

This Section 14 pertains to any construction liens whatsoever that may be asserted or filed on account of or in connection with the Work, whether by Contractor or by any other party, including without limitation any supplier, subcontractor, laborer or materialman. In the event any such lien is filed of record against the Property, Contractor shall be obligated to cause the inscription of such lien to be removed from the public records, whether by satisfaction of the underlying obligation or by bonding-off said lien or otherwise, within thirty (30) days of the filing of such lien, in failure of which Contractor shall be in default under this Contract, without the requirement of any further notice or opportunity for cure.

Client is authorized to withhold any payment due Contractor until payment in full by Contractor of any lien claims or any claims listed as due laborers, materialmen and subcontractors. In no event shall the final payment be due or payable until such statements are duly signed and delivered to Client.

15. PROTECTION

Contractor shall protect its work materials and equipment on the job and Client shall not be responsible for any loss thereof by fire, theft or other disaster or for damage thereto. All materials furnished by the Contractor are the property of and the responsibility of the Contractor

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until permanently installed on the premises. The Contractor shall effectually secure and protect Contractor's work and shall bear and be liable for all loss or damages which may happen to the work prior to completion and acceptance by Client in writing. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Contractor shall protect and be responsible for all on-site utility, irrigation, TV, telephone, and power lines. Should Contractor disturb, disconnect, or damage any of the above, all expenses and liability resulting directly or indirectly therefrom shall be borne by Contractor.

16. SUBCONTRACT

Contractor agrees not to assign any of Contractor's rights, delegate any of Contractor's duties or otherwise subcontract any of the work hereunder without the express prior written permission of Client and to use only such materials as are owned unconditionally by Contractor, or provided by Client as defined under the terms of this Contract. All vendors must be approved in writing by Client prior to start of work.

17. TERMINATION

In the event Contractor neglects or fails to execute the work properly or diligently or fails to fully and properly perform any provision of this Contract, Client may, after forty-eight (48) hours written notice to Contractor and without prejudice to any other available remedy, make good the deficiencies and deduct the cost thereof from any payments then or thereafter due Contractor. In such event, at Client's sole option, Client may terminate the Contract and take possession of all materials, tools, equipment, and machinery of Contractor and finish the work by such means and methods as Client deems expedient and proper. If the Client deems this procedure necessary for the proper conduct of the work, all moneys expended therefor shall be deducted from the Contract Price herein stated, and if such expenditures exceed the amount otherwise due Contractor hereunder, Contractor agrees to pay to Client, on demand, the full amount of such excess, together with interest thereon at the rate of the lesser of ten percent (10%) per annum computed on a monthly basis until paid, or the maximum legal rate of interest, and reasonable attorneys' fees if resort to legal process is necessary to collect said amount. In case of such discontinuance of Contractor's employment by Client, Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished. As used in this provision the term "expense" shall include, but not be limited to, the charges of others for finishing the work and providing equipment and materials, as well as costs to Client for labor, materials, rental value of equipment used, and a pro rata share of all indirect expenses. Should Contractor at any time be adjudged a bankrupt, or become insolvent, or make a general assignment for the benefit of creditors, or should a receiver be appointed for Contractor on account of Contractor's insolvency, or should Contractor refuse to supply a sufficient number of properly skilled workers, or a sufficient quantity of materials of proper quality, or fail, in any respect, to execute any of the Contracts herein contained, or fail to pay promptly for any labor, materials, or fail or refuse, upon demand, to secure the services of an acceptable contractor or subcontractor to perform the services of Contractor hereunder, Client may, upon written notice to Contractor, without prejudice to any other remedy it may have, take any steps Client deems

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advisable to secure necessary labor, equipment or materials, by contract or otherwise, including, but not limited to, furnishing materials, employing additional workers, and/or terminating all or part of the employment of Contractor for the performance of the work, and may take over all Contractor's equipment, materials, etc. and may execute the work to completion.

In the event the Contract is terminated prior to completion, Contractor shall be entitled only to payment for that portion of the work which is actually completed and accepted by Client and based upon an amount of such work mutually agreed upon between Client and Contractor. The provisions of this section shall not be affected by (and shall survive) the termination of this Contract.

18. INTENTIONALLY OMITTED.

19. BOND

~~If requested by Client, prior to the starting of any work, Contractor shall at its sole expense deliver to Client a duly executed Surety Company Performance and Payment Bond in compliance with La. R.S. 9:4812 et seq., as same may be amended, issued by a surety company satisfactory to Client in its sole discretion, in the full amount of this Contract and in a form satisfactory to the Client in its sole discretion. The Bond shall be attached to the Notice of the Contract when it is filed and shall be in full compliance with LA R.S. 9:4812 et seq., as same may be amended.~~

20. DAMAGES

AS STATED IN SECTION 7, TIME IS OF THE ESSENCE OF EACH AND EVERY TERM AND PROVISION HEREOF. CLIENT AND CONTRACTOR MUTUALLY AGREE THAT ACTUAL DAMAGES ARISING FROM A DELAY IN THE CONTRACTOR'S PERFORMANCE ARE EXTREMELY DIFFICULT TO ASCERTAIN AS OF THE DATE OF THIS CONTRACT. AS A RESULT, THE PARTIES HEREBY STIPULATE THAT THE SUM OF \$0.00 PER DAY IS A REASONABLE AMOUNT UNDER THE CIRCUMSTANCES AND CONTRACTOR SHALL BE LIABLE TO THE CLIENT IN THAT AMOUNT FOR ANY DELAY IN PERFORMANCE. CONTRACT TIME PERIODS CAN BE CHANGED ONLY BY WRITTEN CHANGE ORDER SIGNED BY CLIENT AND THE CONTRACTOR.

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21. NOTICES

Any notice, demand, request, consent, approval or other communication required or permitted to be given pursuant to this Agreement by either party to the other party shall be in writing and shall be hand-delivered or sent by the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, or by any nationally recognized overnight commercial courier (such as Federal Express) with capacity for proof of delivery, costs prepaid, in all cases addressed to the party to be notified **AT ALL** of the following addresses:

Client: 201 Place St. Charles, Corp.
201 St. Charles Ave., Suite 1500
New Orleans, Louisiana 70170
Attn: Building Manager

AND

201 Place St. Charles, Corp.
315 Central Park West, Suite 1200
New York, New York 10025
Attn: Contract Administration

Contractor: Bell Roofing Company, Incorporated
P.O. Box 19710
New Orleans, Louisiana 70179
Attn: Jeffrey F. Bell

Notices given as provided above shall be deemed given upon actual delivery, or, only in the event of unsuccessful attempted delivery by nationally recognized overnight courier service as provided above, upon the date of the unsuccessful attempted delivery by such overnight commercial courier on a business day between 9:00 am and 5:00 pm local time at all of the designated addresses, as reflected on the records of such courier. The address to which notices are to be given to either party may be changed from time to time by either party by providing written notice thereof to the other party.

22. INTENTIONALLY OMITTED.

23. VOLUNTARY AGREEMENT; ENTIRE CONTRACT

Each of Contractor and Client acknowledges and agrees that it is executing this Agreement voluntarily and without any duress or undue influence by the other party or anyone else. Each of Contractor and Client further acknowledges and agrees that it has carefully read this Agreement and has asked any questions required to understand the terms, consequences and binding effect of this Agreement and to fully understand it, including the waiver of the right to a jury trial as set forth more particularly elsewhere in this Agreement. Finally, each of Contractor and Client

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Contractor Initials *JB*

acknowledges and agrees that it has been provided an opportunity to seek the advice of an attorney of its choice before signing this Agreement.

It is mutually understood and agreed that there are no contracts or promises made that are not covered by this Contract and that this written Contract, together with all Exhibits attached hereto and made a part hereof for all purposes, covers all matters pertaining to this particular work. No other contract, either oral or written, unless otherwise provided herein, shall be considered a part of this Contract. This Contract may be modified or amended only by written Change Order issued by Client to Contractor and executed by both parties. The following are the authorized agents to execute Change Orders:

Contractor: Bell Roofing Company, Incorporated	Client: 201 Place St. Charles, Corp.
Jeffrey F. Bell	Sinclair Haberman
	Brook Haberman

24. GENERAL PROVISIONS

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA.

THE EXCLUSIVE VENUE FOR ANY LEGAL PROCEEDINGS UNDER, ARISING OUT OF, OR RELATING TO THIS AGREEMENT SHALL LIE IN THE CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS, STATE OF LOUISIANA OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA. IN ANY SUCH LEGAL PROCEEDINGS, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY, AND EACH PARTY SHALL BEAR ITS OWN ATTORNEYS' FEES AND COSTS.

THIS CONTRACT SUPERSEDES ALL PROPOSALS, BIDS, OTHER WRITINGS, AND ORAL UNDERSTANDINGS BETWEEN THE PARTIES, LETTERS OF INTENT, ETC. AND CONSTITUTES THE FINAL AGREEMENT BETWEEN THE CONTRACTOR AND THE CLIENT. THE PARTIES HERETO HAVE READ AND FULLY UNDERSTAND THIS CONTRACT, INCLUDING ANY ATTACHMENTS HERETO.

The captions of these several items of this Contract are not part of the context thereof and shall be ignored in construing this Contract.

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No manager, member, officer, director, shareholder, or employee of Client or of any of the Indemnitees shall have any liability for any obligation of Client hereunder.

Each party has assisted in the preparation of this Contract and has had the opportunity to make changes to the language used in this Contract. As such, in interpreting the meaning of any language contained in this Contract, the rule of construction that ambiguous language shall be construed against the party drafting the document shall not apply.

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Each party agrees to execute and deliver, or cause to be executed and delivered, such additional documents and to take such additional actions as may be required to effectively carry out the transactions contemplated by this Contract.

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and vice versa. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter genders, as the identity of the parties and context may require. The word "person" or "party" shall include a natural person, corporation, firm, partnership, proprietorship or other form of association.

The failure of Client to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Contract shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Unless otherwise specifically provided herein, the rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies.

If any provision of this Contract or the application thereof to any person or circumstances shall be held invalid, illegal or unenforceable to any extent by a court of competent jurisdiction, such determination shall not affect the enforceability of the remaining terms and provisions of this Contract. In such event, this Contract shall be construed and interpreted as if such invalid, illegal or unenforceable terms were limited to the extent whereby such terms would be valid, legal and enforceable. If such limitation is not possible, this Contract shall be construed and interpreted as if such invalid, illegal or unenforceable terms were severed and not included in this Contract.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

This Contract and any Exhibits, schedules or attachments hereto may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. All facsimile or other electronic signatures shall comply with the Louisiana Uniform Electronic Transactions Act, La. R.S. 26:901, et. seq., as same may be amended.

With respect to time periods under this Contract:

(1) In computing any time period set forth in this Contract, if the time period commences or begins on a certain date, then the commencement or beginning date of the period is not to be included in the calculation of the time period, and if the time period is tied to the

Client Initials *AK*

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occurrence of an event or the giving or receipt of notice, then the date of the occurrence or the giving or receipt is not to be included in the calculation of the time period.

(2) If any date herein set forth for the performance of any obligations by any party or for the delivery or giving of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the due date for such performance or delivery or giving shall be the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday upon which state or federal banks are generally closed in New Orleans, Louisiana.

(3) Any and all references in this Contract to time periods which are measured by reference to a certain number of days shall be deemed to refer to calendar days, not business days, unless business days are expressly so provided. As used herein, the term "business day" shall mean any weekday day (Monday through Friday) that is not a legal holiday.

IN WITNESS WHEREOF, the parties have executed this Contract this 14 day of January, 2022.

CONTRACTOR:
BELL ROOFING COMPANY,
INCORPORATED

By: Jeffrey F. Bell
Name: Jeffrey F. Bell
Title: President

License No.: 10438
Expiration Date: 07-22-2022

CLIENT:

201 PLACE ST. CHARLES CORP.

By: SH
Sinclair Haberman, Secretary

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EXHIBITS

- "A" – Construction Proposal and Drawings/Specifications
- "B" – Supplemental Conditions
- "C" – Insurance
- "D-1" – Waiver of Lien and Hold Harmless – Final Payment
- "D-2" – Waiver of Lien and Hold Harmless – Progress Payment
- "E" – Building Rules
- "F" – Notice of Termination of Construction Contract

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EXHIBIT "A"

PROPOSAL

Bell Roofing Company, Incorporated

LA Contractor's License #10438
P.O. Box 19710
New Orleans, Louisiana 70179
504-488-5044 Office
504-415-0474 – Cell – Jeffrey Bell

Date: November 29, 2021

To: 201 St. Charles Corp., LLC
Kathi M. Schneider, CPM
Asset Manager
201 St. Charles Avenue, Suite 1500
New Orleans, LA 70170

From: Jeffrey F. Bell
Bell Roofing Company, Incorporated
504-415-0474 – Cellular
jeff@bellroof.com

Re: Re-Roofing of Storm Damaged Leaking Food Court Roof Area
Place St. Charles
New Orleans, LA

Bell Roofing Company, Incorporated proposes to perform the following work:

General:

- 1) This Proposal is based on a Siplast two-ply modified bitumen roof assembly. We believe that the assembly proposed is the best assembly for this particular roof area.
- 2) The proposed roof system has been tested by an independent accredited testing agency for an uplift design rating of 90 psf in the field of the roof. The fastening pattern is increased at the perimeter and corners to meet uplift requirements. The design loading for this roof area was derived using American Society of Civil Engineers (ASCE) standard ASCE 7-10. The ASCE 7-10 standard is the current version adopted by the State of Louisiana for calculating roof

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EXHIBIT "A"

uplift design. The ASCE standard is also a requirement of the current version of IBC adopted by the State of Louisiana, version 2015. The design loading for the new roof system meets and/or exceeds the Minimum Recommended Design Uplift-resistance Capacities indicated in the Roof Wind Designer Report. For your reference find the enclosed Roof Wind Designer Report and a copy of the ATC Wind Hazard Report, a tool used to determine the current basic wind speed requirement for a building, having a geographical location in the Western Gulf of Mexico. All necessary factors, such as mean roof height, roof area dimensions, slope of roof, parapet height, building configuration, building exposure, occupancy category, deck type, and roof covering have been applied in the Report.

- 3) Prior to commencement of work, submit a guarantee application to Siplast. This roof system should qualify for a 25-yr NDL guarantee. Two roof compositions are proposed for this roof area -- Siplast Parapro Roof Membrane for the Cooling Tower area and small raised area (approximately 4000 sq ft) and Siplast's Paradiene 20/40 for the remainder of the area (approximately 7500 sq ft).
- 4) Upon approval of guarantee application, apply for and receive the required permits from the local safety and permits office. This Proposal does NOT include any permit costs for the building permit nor any sidewalk usage/blocking fees. These costs will be billed to the owner at cost plus 10%.
- 5) Any prefinished metal colors to be chosen from manufacturers standard color chart.
- 6) Paratread walk pads will be installed in locations as determined by Owner or Owner's representative. Paratread pads will also be placed under any gas line or electrical conduit support as needed.
- 7) If any equipment is eliminated on the roof area, the cost to provide and install a metal plate over the deck penetration hole and fill in void above with insulation should be offset by the flashing-in of the equipment already figured. Large deck penetrations may incur additional costs. The existing equipment should be reviewed with the owner's representative so that a plan exists as to which items may be eliminated, etc.
- 8) Worker access to be thru the inside of the building by way of existing elevators, escalators, and roof hatch ladder.
- 9) Proposal assumes work hours from 7 A.M. to 7 P.M. and possibly after hours for other work. Due to the location of this roof area adjacent to the Hampton Hotel, noisy work will likely not be able to be performed after hours.
- 10) Insurance shall be provided as outlined in the attached sample Certificate of Insurance. If additional insurance is required by the Owner, additional costs will be incurred, and the final contract amount can be adjusted as necessary. Sample attached by way of email attachment.

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EXHIBIT "A"

- 11) Furnish a 2-year guarantee on workmanship.
- 12) Maintain a safe, clean, and orderly work environment throughout the duration of the project.

Re-roofing of 2nd Floor Roof Area:

- 13) This Proposal includes the removal of all roofing materials down to the lightweight insulating concrete deck which is over a structural concrete deck.
- 14) Remove all existing roof membranes, membrane base flashings, lead roof jacks, drain flashings, gravel guard, and metal counter-flashings. Roofing membranes and associated components will be removed down to the lightweight concrete deck. Existing roof curbs will remain in place. Existing metal parapet cap flashings will remain, except for those adjacent to the Hampton.
- 15) Broom clean and prepare lightweight concrete deck. Deck will be prepared to receive the proposed system noted below. A reasonable amount of lightweight deck patching is included in this proposal. If an excessive amount of patching is required, areas will be photographed and additional charges may apply.
- 16) Mechanically attach Siplast's Parabase base sheet to the existing lightweight insulating concrete deck using the appropriate base sheet fasteners. Fastener frequency to be based on wind uplift calculations. Siplast will supply a system assembly letter which will include fastener frequency for each roof zone.

Parapro Roof Membrane Areas (Approximate 4000 sq ft):

- 17) Prepare all walls and curbs in the area, and install Siplast's Pro Base TG reinforcing plies at same as per Siplast's standard details. At wooden curbs this reinforcing ply will be installed to the top of the curb or as high as possible. At the parapet wall and main wall to the building, this reinforcing ply will be installed 4" up the wall.
- 18) Over all Parabase FS in the area, install Siplast's Pro Base TG base ply membrane.
- 19) At all pipe penetrations, steel supports, overflow scuppers, and roof drains, prepare same for the application of Siplast's Parapro Flashing resin. Flash same into the Pro Base TG membrane as per Siplast standard details.
- 20) At all wooden curbs, install Siplast's Parapro Flashing as per standard details.
- 21) At the parapet walls and the wall of the main building, prepare the concrete wall above the 4"

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Client Initials



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EXHIBIT "A"

high reinforcing membrane by removing all old asphaltic roofing material and mechanically prepare the area to a clean concrete surface. This will be performed from the top of the reinforcing ply to as high as possible which will be to the bottom of the existing metal cap flashings or window wall receiver flashings. Install Siplast's Pro Primer W at these prepared concrete surfaces. Then, install Siplast's Parapro flashings at these walls from the horizontal Pro Base TG roof membrane extending up the walls to as high as possible where the Pro Primer W was installed. This height is expected to be approximately 7"+.

22) Over all Pro Base TG, install Siplast's Parapro Roof Membrane.

Paradiene 20 EG TG / Paradiene 40 TG Membrane Areas (Approximately 7500 sq ft):

23) Over all Parabase FS, install Siplast's Paradiene 20 EG TG base ply membrane.

24) Prepare all walls and curbs in the area, and install Siplast's Paradiene 20 EG TG reinforcing plies at same as per Siplast's standard details. At wooden curbs this reinforcing ply will be installed to the top of the curb or as high as possible. At the parapet wall and main wall to the building, this reinforcing ply will be installed 4" up the wall.

25) At the parapet walls and the wall of the main building, prepare the concrete wall above the 4" high reinforcing membrane by removing all old asphaltic roofing material and mechanically prepare the area to a clean concrete surface. This will be performed from the top of the reinforcing ply to as high as possible which will be to the bottom of the existing metal cap flashings or window wall receiver flashings. Install Siplast's Pro Primer W at these prepared concrete surfaces. Then, install Siplast's Parapro flashings at these walls from the horizontal Pro Base TG roof membrane extending up the walls to as high as possible where the Pro Primer W was installed. This height is expected to be approximately 7"+.

26) At all roof drains, prepare same for the application of Siplast's Parapro Flashing resin. Flash same into the Paradiene 20 EG TG membrane as per Siplast standard details.

27) At all pipe penetrations, steel supports, and overflow scuppers, prepare same for the application of Siplast's Parapro Flashing resin. Flash same into the Paradiene 20 EG TG membrane as per Siplast standard details. Please note that these items may be flashed into the Paradiene 20 EG TG membrane, the Paradiene 40 FR TG membrane noted below, or both – at contractors' discretion and per standard Siplast roofing details.

28) Over all horizontal Paradiene 20 EG TG, install Siplast's Paradiene 40 FR TG.

29) At all walls and curbs, install Siplast's Parapro Flashing extending from 4" onto the flat roof surface up the wall to the point prepared and primed for this flashing system.

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EXHIBIT "A"

All Areas:

- 30) Install Siplast's Paratread roof protection walk tread beneath all pipe supports, and at all roof access points which include at roof hatches and ladders. This Proposal includes a total of 300' of Siplast's Paratread. This product is 30" x 20" per roll. As such, 15 rolls are included in this Proposal for these roof areas. Pads will be installed in walk-way location as directed by owner or owner's representative.
- 31) The counter-flashing at the main building wall (window wall) will be removed in order to properly flash this wall. Fabricate and install new stainless steel counter flashing.
- 32) The existing wall copings located at both ends of the roof area will remain in place. These are the same style and type as located on the upper roof areas. The skirt flashing will be removed to allow for proper re-roofing. A new counter-flashing may or may not be installed, and this will be determined by existing conditions. The proposed Parapro Flashing is self-terminating and does not require to be counter-flashed with metal.
- 33) The existing metal flashings which flash the condition between Place St. Charles and the Hampton will be removed in order to properly flash this wall. The existing thru wall flashing attached to the Hampton wall will remain. New 24-gauge stainless steel wall/ledge flashings will be installed. The new roof membrane along this area of parapet will extend across the top of parapet and over what we assume is existing wood blocking. If wood blocking does not exist, additional charges may apply.
- 34) The existing cap flashing adjacent to the Hampton exterior stairs will also be removed. New flashings will be fabricated and installed as needed. Color to be chosen from manufacturers standard color chart. The new roof membrane along this area of parapet will extend across the top of parapet and over what we assume is existing wood blocking. If wood blocking does not exist, additional charges may apply.
- 35) Any abandoned pipe support or similar will be removed and discarded.
- 36) The existing roof hatch will be replaced with new Aluminum roof hatch. The blocking on which the existing roof hatch is secured will be replaced with new treated 2x lumber.
- 37) The existing equipment over the multiple restaurant spaces needs to be addressed. It is our understanding that some units may be abandoned and any existing hole thru the concrete deck may receive a metal plate, etc. Some of the units that remain may need some adaptations, etc... in order to make them acceptable flashable conditions. Pictures are included regarding these conditions.
- 38) The existing stainless steel cap flashing on which the large generator rests will remain in place. The face may be cut to allow for acceptable height flashing conditions, and if cut, a new fabricated stainless steel counter flashing will be installed. The seams on top of this existing cap flashing will be prepared and reinforced with Parapro Flashing or Gaco Patch.

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EXHIBIT "A"

- 39) The various curbs beneath the cooling tower will be addressed as follows. The one large curb nearest Common Street which has a damaged cap will receive a new cap as well as new bracing beneath same.
- 40) Proposal assumes that Bell Roofing Co. Inc. (BRCI) can use Gravier Street loading dock located directly beneath this roof area for dumpster placement, material storage, and parking. BRCI plans to use the Gravier Street edge of this roof area for debris removal and material loading by way of a roof-placed hoist. The sidewalk will need to be blocked while using the hoist. We do NOT plan to acquire a city permit for this, and the cost of this type of permit is NOT included in this proposal.

Exclusions for all roof areas:

1. Any and all MEP (Mechanical Electrical Plumbing) work is excluded from this proposal. This includes, but is not limited to the disconnection/reconnection/elimination of the existing equipment over the restaurant areas of the roof.
2. Any and all permits and/or fees for this project are NOT included in this proposal. This includes, but is not limited to the building permit, sidewalk permit, dumpster permit, and street blocking/usage fees. Proposal does not include applying for or obtaining any permits, including permits from the City of New Orleans. Any permit costs will be billed to owner at cost plus 10%.
3. The correction of any ponding areas that must be addressed is not included. The existing roof system is a gravel surfaced built-up-roof. The slope of the roof to the drains is in the lightweight insulating concrete. The roof appears to have good fall to the drains. We have not observed ponding on this roof area, but ponding areas, if any, can normally be addressed by "floating out" with additional plies of Paradiene 20. The cost of the additional rolls and time to mark out the ponding, dry, and install the additional plies is not included. These areas, if any, will be documented and discussed with the owner prior to addressing. Please note that no ponding is expected.
4. The cost of Performance and Payment Bonds plus a reasonable markup is not included.

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EXHIBIT "A"

We propose to perform the above noted work for the sum of:

\$380,505.00

Three Hundred Eighty Thousand Five Hundred Five and 00/100 Dollars

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, inclement weather and delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: 

Jeffrey F. Bell

ACCEPTANCE OF PROPOSAL -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature _____

Date _____

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Client Initials



Contractor Initials

