



# PROPOSAL R1 10.17.22

## Hustler Club 225 Bourbon St. – Balcony Repairs

October 17, 2022

Attn: Ann Kesler  
H.D.V. NO. 1, LLC  
5615 Corporate Blvd, Suite 400B  
Baton Rouge, LA 70808

**RE: Hustler Club 221, 223, 225 Bourbon Street  
Revised Balcony Repairs Proposal**

Dear Ms. Kesler

Tuna Construction is pleased to submit our proposal for the **Balcony Repairs at Hustler Club Building at 221, 223, and 225 Bourbon St.** as per the description below.

Tuna Construction is pleased to submit our proposal for balcony deck and handrail refurbishment on 2<sup>nd</sup> and 3<sup>rd</sup> floor.

**Base Price:** **Total \$38,295.00**

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**Description of the Work:**

1. Remove existing rotten wood deck on 2<sup>nd</sup> floor 47'x7' and 3<sup>rd</sup> floor 26'x3' balcony deck and replace with new Tongue and Groove Aeratis Traditions Porch Flooring VCC approved wood replacement product decking 3 1/8" wide cut to length, run perpendicular to building.
2. Paint new Aeratis Traditions Porch Flooring deck with VCC approved color.
3. Install continuous Stainless Steel flashing, kerf cut into building and caulked
4. Paint handrails and associated metal balcony assembly on 2<sup>nd</sup> and 3<sup>rd</sup> floor.
5. Existing 3"x4" beaded stringer to remain along with existing 7/8" beaded fascia board and trim cap to be repainted.

**Inclusions:**

1. Insurance
2. Delivery
3. Taxes
4. Parking
5. Labor, materials, and equipment needed to perform specific scope above

**Exclusions:**

1. Bonding
2. Electrical and Low Volage Work
3. VCC permitting to be obtained by M3 Design.



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## Hustler Club 225 Bourbon St. – Balcony Repairs

**Ms. Ann Kesler**  
**Hustler Balcony Repairs Proposal**

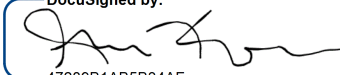
**10/17/2022**  
**Page Two**

Thank you for the opportunity to submit our proposal for this work. We look forward to assisting you with this project. ***This proposal pricing shall be valid for a period of seven (7) days.*** Signature of this proposal shall serve as acknowledgement and acceptance of the proposal scope of work, price, and terms and conditions attached.

**TUNA CONSTRUCTION L.L.C.**

W. Patrick Rownd  
Agent / Attorney in Fact

**Acknowledged & Accepted By:**

DocuSigned by:  
 10/17/2022  
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Title      Regional MRG      Date

- Copy to:
- Carter Rownd, TUNA (Agent)
  - Ben Seymour, TUNA (Sr PM)
  - Don Bruce, TUNA (Superintendent)
  - Lisa Sahuque, TUNA
  - Robyn Shepherd, TUNA

**TUNA Construction, LLC – STANDARD TERMS AND CONDITIONS –  
225 Bourbon Street – Balcony Repairs**

These standard terms and conditions (“Terms and Conditions”) have been reviewed and are binding upon the Customer identified in the Proposal issued by TUNA Construction, LLC (“TUNA”) and signed by the Customer (the “Proposal”). The Proposal and Terms and Conditions constitute the entire agreement governing TUNA’s performance of the Work, defined below, for the Customer (the “Agreement”). Unless specifically indicated to the contrary in writing by TUNA the following conditions apply, supersede, and replace any terms and/or conditions shown on any Customer specifications, purchase orders, or contracts. Customer’s signature on TUNA’s Proposal shall constitute acceptance of the following conditions:

**1. Scope of Work.** TUNA shall furnish all labor, tools, equipment and material to perform the work detailed in the Proposal unless stated therein otherwise (the “Work”).

**2. Access.** Customer will provide TUNA with access and unobstructed use of the Customer’s site where the Work is to be performed. Customer will provide adequate electrical power to TUNA for the operation of tools and equipment required for the Work.

**3. Changes.** Any deviations from the terms of this Agreement involving an extra change or credit must be agreed to in writing by both TUNA and the Customer before the change is made. The price to perform the Work shall be adjusted according to the changes in the work specified. Overhead and profit costs for additional work shall be computed as follows: 1) When all of the work will be performed by TUNA’s own personnel, 15% of total cost of the Work; 2) When all of the work will be performed entirely by subcontractor personnel, 15% of the total cost of the work for subcontractor and 10% of total cost for TUNA; 3) When work will be performed by a combination of TUNA and subcontractor personnel, subcontractor shall be allowed 15% mark-up of its total cost and TUNA allowed 10% mark-up of that cost, plus 15% mark-up of total cost of work performed with TUNA’s own personnel.

**4. Cleaning Up.** TUNA shall keep the premises clean from accumulation of waste material directly resulting from its Work and at the completion of the Work, shall remove from the premises all rubbish, implements and surplus material, leaving the premises in broom clean condition. The Customer is responsible for providing adequate waste containers at the premises site capable of holding all waste created from the Work.

**5. Inspections.** At the time when the TUNA informs Customer that the work is completed, the Customer will inspect the work within forty-eight hours, and if the work is in conformity with the terms and provisions of the Agreement, the Customer shall accept the same and deliver to the TUNA a signed certificate of substantial completion with a listing of punch list items, if any. If the Customer declines to sign such a certificate, then the Customer shall within three days inform TUNA in writing of the reasons for such declination. If the Customer fails to so notify TUNA, or if the Customer fails to make such inspection, the work shall be conclusively deemed to have been accepted by the Customer.

**6. Flooring.** Customer is responsible for the load bearing capacity of the floor upon which the proposed Work shall be constructed. Any costs incurred by TUNA for drilling anchor holes as a result of interference with reinforcing rods, mesh or other materials or due to hard or tough anchor receiving materials shall be paid by the Customer.

**7. Permits** TUNA shall all obtain permits and/or inspections required by any governmental authority for any part of the work performed by the TUNA.

**8. Testing.** All materials and equipment for testing the Work shall be provided at Customer’s expense.

**9. Warranty.** TUNA warrants that the materials and equipment

furnished will be of good quality and new unless otherwise stated in its Proposal. TUNA further warrants that the work will be free from material defects. This warranty is valid for one year after substantial completion of the Work. The warranty excludes remedy for damage or defect caused by abuse, alterations to the Work performed by Customer, or others, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

**10. Differing Conditions.** If TUNA encounters conditions at the construction site that differ materially from those indicated by Customer or of an unusual nature that differ materially from those ordinarily found to exist, TUNA shall promptly provide notice to the Customer and TUNA shall be entitled to an equitable adjustment in its pricing and time to complete the Work.

**11. Indemnity.** TUNA shall indemnify and hold harmless Customer from and against claims, damages, losses, and expenses arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts or omissions of TUNA. Customer agrees to defend (with counsel reasonably satisfactory to the TUNA), indemnify and hold harmless TUNA from and against any claim, cost, expense, or liability (including attorneys’ fees), attributable to bodily injury, personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection Customer’s operations, the site, or anyone for whom Customer is responsible, or their agents or employees; provided, however, Customer’s duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the TUNA’s sole negligence.

**12. Safety.** TUNA shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. Customer shall be responsible for maintaining all safety precautions and programs in connection with its daily operations.

**13. Insurance.** TUNA shall purchase and maintain general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, auto liability with a combined single limit of \$1,000,000, and workers compensation in accordance with Louisiana statutory requirements. Customer shall purchase and maintain its own insurance of the types and limits of liability that are standard in its operations and industry.

**14. Governing Law; Jurisdiction; Venue.** This contract and the performance of work shall be governed by the laws of the state of Louisiana. Any action brought relating to this contract or the Work shall be adjudicated in a state court of competent jurisdiction situated in Jefferson Parish, Louisiana or, if applicable, a federal court in Orleans Parish, Louisiana. In the event of any legal action arising under this contract, the prevailing party shall be entitled to its reasonable attorneys fees.

**15. Payment.** The amount paid by Customer to TUNA to complete the Work is stated on the Proposal and subject to these Terms and Conditions. Payment terms are net thirty (30) days from TUNA’s invoice date. Payments due and unpaid after thirty (30) days shall bear interest from the date payment is due at a rate of 1.5% per month (18% per annum). In the event TUNA is required to engage an attorney to collect amounts due under this contract, Customer shall be liable for TUNA’s attorneys fees and costs associated with such collection efforts. TUNA is not responsible for any liens filed on Customer’s property and Customer shall defend and indemnify TUNA for any lawsuit arising out of Customer’s failure to comply with the payment terms under this Agreement.

**TUNA Construction, LLC – STANDARD TERMS AND CONDITIONS –  
225 Bourbon Street – Balcony Repairs**

**16. Taxes.** Customer is solely responsible for any and all taxes whether due at the time of contract or any later date, including any penalties and interest. At the time of invoicing, sales tax will be added, as and if applicable. TUNA is not responsible for the collection, distribution or accounting of any taxes related to the sale of its services or products. Customer takes full responsibility for the proper payment of any and all such taxes.

**17. Termination.** TUNA may terminate this agreement within five days written notice if Customer has not made payment to TUNA in accordance with this agreement or is in default of any other term of the Agreement. If the default is not cured within five days, TUNA will have the option to terminate this Agreement. Any such termination of this agreement by TUNA shall relieve TUNA of further performance of the work but in no event shall it relieve Customer of its payment obligations hereunder for work performed, materials delivered to the site, and related demobilization and termination costs and expenses incurred by TUNA.

**18. Waiver of Consequential Damages.** TUNA and Customer waive claims against each other for consequential damages arising out of or relating to the work. This mutual waiver includes (i) damages incurred by the Customer for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (ii) damages incurred by TUNA for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the work.

**19. Notices.** All notices, demands, requests or approvals, including any change in mailing address shall be given in writing, to TUNA or Customer, as the case may be, and shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals shall be addressed to TUNA as follows: TUNA Construction, LLC, 2420 Dawson Street, Suite A Kenner, Louisiana 70062. If to Customer, at Customer's address as stated on TUNA's Proposal invoice or last provided address by Customer to TUNA.

**20. Independent Contractor.** Customer has engaged TUNA as an independent contractor and neither TUNA nor its employees are to be considered employees or agents of the Customer. The manner and means of conducting the Work are under the control of TUNA.

**21. Statutory Employer.** For purposes of this Agreement, and pursuant to the provisions of La. R.S. 23:1061, TUNA and Customer jointly agree, stipulate and recognize that Customer shall be the statutory employer of any and all of TUNA's employees and/or all employees of any subcontractors hired or retained in any manner by TUNA and/or any other person for whom TUNA may be held responsible, while any of the above-described persons are performing any work or providing any services under this Subcontract. TUNA and Customer further stipulate, agree and recognize that all work performed under this Agreement be considered part of Customer's trade, business or occupation and shall be specifically considered an integral part or essential to the ability of Customer to generate its services.

**22. Excluded charges.** Unless specifically indicated, pricing in the Proposal does not include the costs of any permits, stamped or certified calculations or drawings, sales or use taxes, duties, customs, insurance, port charges, detention charges, bonds, training, shipping, assembly (installation), receiving, storage, and maintenance costs or any other costs.

**23. Waiver.** A waiver by TUNA of any term, covenant, or condition stated herein shall not be deemed to be a waiver of any subsequent breach or the same or any other term, covenant, or condition.

**24. Force Majeure.** In the event TUNA's performance of the Work or any its obligations hereunder is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendors, pandemics, epidemics, or any other circumstances beyond the reasonable control and without the fault or negligence of TUNA, then TUNA, upon giving notice to Customer, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference until such time when such causes are removed or cease. Notwithstanding anything contained herein, Customer shall not be relieved of its payment obligations to TUNA for its Work performed.

**25. Confidentiality.** All documents, including drafts, notes and communications that result from the services performed by TUNA or its performance of its Work including, specifically, TUNA's pricing shall be kept confidential by Customer and shall not be subject to public disclosure.

**26. Amendment.** This Agreement may only be modified in writing signed by both TUNA and Customer.