



Davie Shoring Inc.

10/10/2022

This agreement is made by and between <u>Rudy Brown</u> (as "Owner") whose property is to be elevated located at <u>7033 Wuerpel St</u>, <u>New Orleans</u>, <u>LA 70124</u> and <u>Davie Shoring Inc.</u> a domestic corporation, qualified to do business in the State of Louisiana (hereinafter referred to as "Contractor"). Davie Shoring will provide elevation services. This agreement is a reflection of allowable scope of work under the parish Grant program. Any necessary changes to this scope during elevation or construction will be within grant guidelines for allowable work. Davie Shoring will provide elevation services using their patented Perma-Lock[®] leveling system.

WORK TO BE PERFORMED

- 1) Elevate approximately 1,285 SF slab as approved by the Grant Administrator. Rule for elevation is 2016 BFE + 2'= -3.00' NAVD88. This will be a 4.52' lift from its current position.
- 2) Install perimeter CMU block wall split faced block
- 3) Approved permits and field drawings will be part of this contract.
- 4) Landings, stairs are in accordance to engineering plans.
- 5) Permit drawings will be prepared and stamped by professional Engineer.
- 6) Cost of permit is included.
- 7) Clean up is included.
- 8) General liability and riggers insurance is included.
- 9) General contractor's license number is 39771.
- 10) Approximate 120 days from start to finish production.
- 11) Site Prep
 - a) Disconnect utilities.
- 12) Utilities (water, sewer, electric, Gas)
 - a) Electric meter will be accessible to power company meter readers.
 - b) Disconnect/reconnect water, sewer, and Gas lines damaged by house elevation. Final connection to services by plumbing contractor.
 - c) Raise, support, and connect HVAC condensing unit at the new house elevation.
 - d) All permits for utilities.
 - e) All utility reconnection services do not include any necessary code upgrade requirements or replacement of deteriorated piping or electrical panels.
 - f) Install wooden handicap ramp FMW
- 13) Post Site Prep
 - a) Repair drives, and walks damaged by house elevation.
 - b) Erosion control, floodwater storage, green infrastructure.
 - c) Re-grade around perimeter of house (no landscaping or grass).
 - d) Trash removal.
 - e) Final Elevation Certificate upon final signoff by homeowner



PAYMENTS

For and in consideration of the price and sum of \$200,225.00 we the undersigned, owners of the property do engage, employ, and authorize the contractor to provide all materials, labor, and supervision to ensure that the work will be done in accordance with the work to be performed contained herein.

Payment schedule must be in accordance with grant guidelines.

ACCEPTANCE

This agreement shall be binding only upon the Contractors written acceptance in the space below or upon the Contractors commencing performance and upon commencement of performance this shall constitute the entire contract and be binding upon the parties hereto, there being no covenants, promises, warranties, or agreements written or oral, expressed or implied, except as herein set forth.

The undersigned acknowledges that no work outside of the approved scope of work, identified on engineering and/or breakout documents, such as extra work or interior damage can delay final milestone signing and payment.

RESPONSIBILITIES

Contractor will remove all plants and shrubs within six feet of exterior of house to allow for pile installation. Any shrubs or plant materials that are intended to be salvaged should be removed by owner prior to contractor mobilization. Contractor cannot be held responsible for pre-existing conditions not visible when the estimate was submitted. During elevating, conditions might appear such as insufficient reinforcing steel in concrete slab and/or other original foundation structural deficiencies that were not evident. The owner may order extra work to be done, not contemplated by this agreement, in which event; a separate agreement for such work shall be entered into between the Owner and the Contractor. No oral representation made by anyone can change or modify this agreement. Owner understands that home elevation necessarily involves the risk of damage to plaster, sheetrock, ceilings, walls, floors, tiles, windows, doors, cabinets, bricks, roof, slab, plumbing, septic systems, wiring, exterior lighting, garden lighting, mirrors, contents, paving, flowers, sprinkler systems, subsurface drainage, grounding rods, gutters, awnings, patio covers, and other improvements and agrees that neither the Contractor nor Davie Shoring representatives shall have any responsibility to Owner for any such damage incidental to the work to be performed pursuant to this agreement. Owner further understands that if during the performance of the Work, the Contractor encounters any physical conditions (including adverse subsurface conditions), defects or other circumstances relating to the property that could not have been reasonably foreseen at the time of the execution of this Contract by an experienced contractor on the basis on a visual inspection, then the Contractor shall not have any responsibility to Owner for delays in performance or damages resulting from such unforeseen physical conditions, defects or other circumstances not reasonably discoverable.

Owner shall protect, defend, indemnify, save and hold harmless the Contractor and Contractors Representatives from and against any and all claims, demands, expenses, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting from same, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of Owner, his/her agents/representatives, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, related to the performance or non-performance of the Contract herein entered into, including any and all costs, fines, penalties, expense and /or attorney fees, including but not limited to expert witness fees, incurred by the Contractor, as a result of any such claims, demands, and/or causes of action.

OWNER CONTACT			
Cell # 564-915-2677,	Home #:	504-628-3633 (N	11chelle)
Email CUPSUPPLY @ AN COM	Phone #		
ACCEPTANCE OF PROPOSAL			
Representative of Davie Shoring, Inc	10/17/22 Date	Homeowner Homeowner	10/17/22 Date