

# Bernhard

## Athlos Academy Jefferson Parish

### *Proposed Project Agreement*

**Date:**

9/9/2021

**Proposal Number:**

P04280

**Prepared for:**

Athlos Academy Jefferson Parish  
979 Behrman Highway  
Terrytown, Louisiana 70056

**Prepared by:**

Cole Ogden

504-830-4217

cogden@bernhard.com

# Bernhard

## ***Supplement***

---

### **PARAPET ROOF TARPING / UNDERLAYMENT:**

- After a closer inspection of parapet roofs we have found all 10 Parapet Roofs have damage. We recommend applying roofing underlayment to all 10 parapet roofs to stop water intrusion to the building.

Note - Bernhard to provide a project manager to acquire and consolidate daily work tickets to provide to FEMA and Athlos Insurance provider for all work performed.

**OUR PRICE FOR ROOF TARPING / UNDERLAYMENT .....\$2,000.00 PER PARAPET ROOF**

### **PENTHOUSE ROOF TARPING / UNDERLAYMENT:**

- Apply Tarping / Underlayment for Penthouse roof to stop water intrusion to the building.

Note - Bernhard to provide a project manager to acquire and consolidate daily work tickets to provide to FEMA and Athlos Insurance provider for all work performed.

**OUR PRICE FOR PENTHOUSE ROOF TARPING / UNDERLAYMENT .....\$12,000.00**

# Bernhard

## REMEDICATION FOR DRYING ONLY OF 6 ROOMS on East Side of Building:

- COACH'S ROOM, COACH'S OFFICE, ROOMS - 235,237,239, & 241
- Steam Clean carpet
- Treat for Mold
- Provide and Install drying equipment

Note - Due to the rubber backing on the carpet tiles this will prevent the slab from drying. Without removing the carpet there is no guarantee that the mold or moisture will not return. We highly recommend removing the carpet tiles & the certain sheetrock walls to fully dry the 6 rooms on the east side of the building properly. By removing the tiles this will prevent the growth of mold and will remove all moisture under the carpet tiles.

Note - There is no guarantee that this will remove all moisture from these rooms. An additional cost will be incurred return to properly remove all moisture & mold to these 6 rooms.

Note - There are additional rooms throughout the building that will require remediation as well due to water intrusion to the building. There is an additional cost to remediate the entire building. This is not included in this price below.

- Rooms - 201,205,204,224,229,235,cafeteria, weight-room, hallway 403 as vestibule to outside and the lower elementary principals office etc...

Note - We highly recommend that the school have a hygienist confirm the scope of work and write a site specific protocol for the building and all rooms mentioned above. Bernhard can acquire a hygienist to perform this work at an additional cost.

Note - if additional work is required to remove all moisture to these rooms an additional cost will be incurred on a T&M Basis.

Note - If additional rooms are requested to have remediation preformed to them an additional cost will be incurred on a T&M Basis.

Note - Bernhard to provide a project manager to acquire and consolidate daily work tickets to provide to FEMA and Athlos Insurance provider for all work performed.

**OUR PRICE FOR DRYING ONLY 6 ROOMS .....\$7,500.00**

# Bernhard

## ***Terms and Conditions***

---

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours unless specifically stated otherwise elsewhere within this Agreement.
2. Contractor warrants that the workmanship hereunder shall be free from defects for ninety (90) days from date of installation. If any replacement part of item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under manufacturer's warranty will be at Customer's expense and at the rates then in effect.
3. Customer will promptly pay invoices within ten (10) days of receipt. Should payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces by nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claim, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
11. Contractor's obligation under this proposal; and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes, or materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
12. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise will Contractor be responsible for the loss of use, loss of profit, increased operating and maintenance expense, claims of Customer's tenants or clients, or any special, indirect or consequential damages.