

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

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PROJECT PROPOSAL

Company

Bernhard
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Ph: 504-830-4217 Fax: 504-833-8849

Proposal Date: 9/9/2021
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Bill To Identity

Athlos Academy Jefferson Parish
979 Behrman Highway
Terrytown, Louisiana 70056
Eric Robert

Agreement Location

Athlos Academy Jefferson Parish
979 Behrman Highway
Terrytown, Louisiana 70056
Eric Robert

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Rooms 201, 205, 204, 224, 229, 235, 237, the cafeteria, weight-room, athletic training offices plus the adjoining offices, 135c, hallway 403 as well as vestibule to outside, the lower elementary principals office, and any additional rooms that need remediation. The work is sporadic in most of these areas with selective demolition. Rooms 235, 237 had heavy microbial growth throughout the carpet and walls showed wet. These rooms the carpet tiles will need to be completely taken up as well as some flood cuts on the wet walls. The other rooms sited are very minimal with some minor base board pulling and small holes drilled into the wall cavities to dry the walls without removal. The athletic training area was also heavily affected where the entire exterior wall will need to be removed and carpets pulled. Drying equipment will need to be placed throughout to knock down the humidity as well as air scrubbers are recommended to scrub all the stale air in the building through hepa filters. I would suggest using a hygienist and duct cleaning as well. Which we would be able to line up for you at an additional cost.

Note - We will provide daily work tickets for you to provide to FEMA and your insurance adjusters.

Note - We will provide pictures for Athlos, insurance and FEMA

OUR PRICE FOR THIS PROPOSAL IS Not To Exceed (NTE)\$120,000.00

This proposal is good for 30 days

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Signature (Authorized Representative)

Name (Print/ Type)

Phone

Date

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date PO#

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.