

Renovation Contract

Between

Contractor : CERTIFIED CONSTRUCTION PROFESSIONALS, LLC

Address: 5426 Bellaire Dr., New Orleans, La., 70124

Project manager (s): Prom Dagoglou / Marco Burgos

Contact Information:

Prom Dagoglou - 504-905-7764 (c)

888-252-6604 (f)

pdagoglou@w.vahoo.com

Marco Burgos- 504-251-2831 (c)

Burgos3@cox.net

Louisiana Contractor Commercial License - 52307

Louisiana Contractor Residential License - 882773

and

Owner(s): Cristina Burgos

Address: 4564 Bancroft Dr.

New Orleans, La. 70122

Telephone: 504-818-8888

Email: cristinaburgosnola@gmail.com

Project address: 4132 Davey St., New Orleans, La. 70122

1. Contract Documents

(a) This Contract form

(b) Specifications attached and/or referenced herein: not applicable

(c) Additional documents signed by both parties during the course of this Contract, extras and deletions to be documented on a Change Order Form and signed by both parties.

Omissions in the Contract Documents and any work requested in variance to the Contract Documents are considered extra to the Contract and are not included in the Contract Price. Any additional work required due to site conditions known to the Owner and not disclosed to the Contractor, or which could not be reasonably anticipated by the Contractor, are not included in the Contract Price and shall be extra to the Contract Price.

2. Description of Work

Unless otherwise stated, the Owner agrees to supply finish materials, Contractor to supply labor, supervision, and base materials to perform the Work as (choose one):

XX Described: New construction of a two story single residences at 4132 Davey St., New Orleans, La 70122. Approximate Total Building area of 3850sft. Construction of structure will be in accordance to architectural, engineering, and structural specifications as called out per plans.

XX Described below:

- a. The work does NOT include the following: Landscaping or yard work. The contractor is not responsible for vegetation surrounding the work site. Precautions will be taken to cover plants surrounding the home but cannot guarantee survivability. Trees and vegetation may and or will need to be cut back for movement of equipment, through side yard for access to rear of home.
- b. Permits
Work will be undertaken under the following permits which will be provided and paid for by the Owner or the Contractor as designated below.

	Owner	Contractor*
(i) Zoning variance	<u>XX</u> (if applicable)	_____
(ii) Building permit	_____	<u>XX</u>
(iii) Electrical permit	_____	<u>XX</u>
(iv) Plumbing permit	_____	<u>XX</u>
(vi) Mechanical permit	_____	<u>XX</u>

The Contractor and respective building trades will contact the appropriate authorities for inspections.

If the owner elects to have specified sub-trades contracted to perform work agreed to be performed by the contractor, a 10% oversight/management fee will be added to the cost of the sub-trades proposal. The sub-trade job cost is to be within industry standards.

3. Timing

Work to commence on or within 45 working days from municipal approval of construction plans, and receipt of deposit for mobilization from owner.

Substantial Completion on or within 365 days of commencement of work.

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Payment is due within 10 working days of invoicing. Interest of 10% per annum, or the maximum rate allowable by law, whichever is less, will be charged on unpaid invoices after the due date.

All payments are subject to applicable legislation and shall be made in accordance with provisions of this Contract and the provisions of any applicable legislation. All payments must be made to the Contractor. Any payment to a subcontractor is not deemed a payment to the Contractor.

5. Changes in Work

The Owner may make changes by altering, adding to, or deducting from the Work, with the Contract and Contract Price being adjusted accordingly. Changes to the Work require a written Change Order Form, signed by both the Owner and the Contractor.

a) **Extras** will be calculated in the following manner (check one):

- 1) Material cost plus hourly rate of \$ _____
- 2) Labor and material cost plus 15 %
- 3) A lump sum to be agreed on in advance by both parties.

Extras are payable upon (check one):

- 1) Signing the Change Order
- 2) Invoicing pursuant to the Change Order
- 3) Completion of work specified in Change Order less 10% holdback in all cases.

b) **Deletions** will be calculated on a cost less 20% basis, to be deducted from the relevant or next scheduled payment.

6. Utilities and Washroom Facilities

The Contractor and the Owner agree that responsibility for the provision of utilities and facilities to meet work and worker requirements will be assumed in the following manner:

	Owner	Contractor
(a) Water	<u>XX</u>	_____
(b) Electricity	<u>XX</u>	_____
(c) Port-o-let/Dumpster	_____	<u>XX</u>
(d) Other	_____	_____
_____	_____	_____

7. Standards of Work

The Contractor agrees to supply labor, substrate materials and supervision to complete the Work in accordance with the Contract Documents.

The Contractor agrees to undertake all Work diligently in a good and workmanlike manner, in accordance with good quality residential standards and practices, and in compliance with any applicable Building Code and all other authorities having jurisdiction.

The Owner accepts that there may be inconveniences from time to time, and the Contractor agrees to keep such inconveniences to a reasonable minimum.

The Contractor agrees to keep the site orderly and reasonably free of debris. At the completion of the project, the Contractor shall clean the property and leave it fit for use. All equipment, materials, rubbish and similar material incidental to the project shall be removed by the Contractor.

8. Warranty

The Contractor shall correct, at its' own expense, any defects in the Work due to faulty workmanship pursuant to this Contract for a period of 12 months from the date of Full Completion.

The Owner shall give the Contractor written notice of such defects within five days and in any event within the warranty period, such as to minimize damages. Failure to notify Contractor within five days of a defect, and further damage occurs due to neglect by Owner may void warranty of workmanship.

Special conditions limiting/affecting this warranty (if any):

The Owner is responsible for proper maintenance of home, neglecting proper maintenance of home may result in limiting or voiding warranty of workmanship and materials.

The Contractor will convey to Owner any warranties by manufacturers or suppliers on individual materials, products or systems supplied by Contractor under this Contract.

The Contractor does not warrant labor and/or materials supplied by the Owner or the Owner's subcontractors. The Contractor shall protect the Work, the Owner's property and the property of third parties from damage occasioned by the performance of its obligations under the Contract Documents.

9. Insurance

The Owner is advised to purchase Builder's Risk Insurance in the event of but not limited to natural disaster, theft, vandalism, fire, flood, etc. Should such insurance be requested to be provided by Contractor, Contractor will purchase such insurance and submit for reimbursement of cost plus 10%.

10. Compliance with Workers' Compensation and Other Laws

The Contractor agrees to provide evidence of compliance by the Contractor's own company and any of the Contractor's subcontractors with all requirements for registration and payments due under the province's workers' compensation statute.

The Contractor also agrees to comply with all laws, ordinances, rules, regulations, codes and orders in force during the performance of the Contract which relate to the preservation of public health or construction safety.

11. Other Contractors

Owner reserves the right to let separate contracts in connection with the Work or to do certain work by Owner's own forces as specified in Description of Work.

The Contractor shall include in his work co-ordination with Owner's separate contractors or forces, and Owner shall pay the Contractor 10% of separate contractor job invoice for coordination of same.

12. Default by Owner

In the event that (a) the Owner does not perform its obligations under this Contract in accordance with the terms of this Contract and has not corrected the default within 10 working days of written notice by the Contractor, or (b) the Owner becomes bankrupt or makes a general assignment for the benefit of its creditors, or if a receiver of the Owner is appointed, or (c) if the Work is stopped as a result of a court order, then the Contractor may cease work and treat the contract as repudiated forthwith on the occurrence of such default. In such event, an accounting shall be made between the Owner and the Contractor, and the Contractor shall be entitled to payment for such parts of the Work as are completed at the time of default.

13. Default by Contractor

In the event that (a) the Contractor does not perform the Work in accordance with the terms of this Contract and has not corrected the default within 15 working days of written notice by the Owner, or (b) the Contractor becomes bankrupt or makes a general assignment for the benefit of its creditors, or if a receiver of the Contractor is appointed, then the Owner may finish the Work in accordance with the plans and specifications as the Owner may deem expedient, but without undue delay or expense.

In such event, the Contractor shall not be entitled to any further payment under this Contract, but upon completion of the Work, an accounting shall be made between the Owner and the Contractor. If the unpaid balance on the Contract Price shall exceed the expense of finishing the

Work, the Owner shall pay the Contractor for such parts of the work as were payable or completed at the time of the default. However, if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

15. Signs

The Owner agrees to permit the Contractor to display a sign on the project site until completion.

This Contract shall not be assigned, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.

This Contract shall be governed by and construed under the laws of the Province in which the project is situated, and supersedes all prior communications and agreements. There are no other terms outside of this Contract.

The Contractor assures that there is not now any claim, action, contract, rule or other circumstance which may interfere with the Contractor's ability to perform its obligations under this contract.

<u>A. Burgos</u>	<u>4/13/22</u>	<u>Cristina Burgos.</u>
Owner	Date	
<u>Prodromos Dagoglou</u>	<u>4/13/22</u>	<u>Prodromos Dagoglou.</u>
Contractor	Date	
	<u>12/13/21</u>	