

ADAMICK ARCHITECTURE

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Department of Safety and Permits
City of New Orleans

May 19th, 2022

Dear Cynthia Cross,

This letter is in response to the currently open comments on Demolition permit #21-24721 at 5427 Dauphine St. The outstanding issues and architect's responses are as follows:

1. Permit Intake - It appears that you are proposing work near a levee that would require a permit from the Flood Protection Authority: <https://permits.floodauthority.org/> You can contact Ms. Deborah Abu Naser dabunaser@floodauthority.org if you have any questions. Permits are required for any of the following: Any excavation more than 2 ft within 1500 ft of the Mississippi River centerline requires a permit. Any excavation more than 2 ft within 300 ft of a hurricane protection levee, outfall canal requires a permit. Any surface disturbance within 300 ft of the Mississippi River levee requires a permit.

Architect's Response: The existing foundation is brick piers and chain wall sitting on grade. There will be no subsurface excavation or demolition extending beyond the 1'-0" datum below the finished grade. .

2. Permit Intake - Please provide a detailed construction contract signed by the current property owner and a licensed contractor registered with the Louisiana State License Board for Contractors. This contract needs to include the cost of all labor and all materials with a cost breakdown of the work to be done. Note: Contract must be signed and dated by Owner and Contractor with names printed under the signatures.

Architect's Response: Please see the attached demolition contract with signatures and written names.

3. Permit Intake - SUBMIT UPDATED NOTICE WITH NEW COUNCILMEMBER DISTRICT INFORMATION Please submit a photo indicating the posting of notice for the demolition application on or near the property. Notice must include municipal address on the property to be demolished, and contact information for the district City Council Office (for the public to contact if they need additional information).

Architect's Response: Please see attached the four color photos.

4. Permit Intake - SUBMIT UPDATED DEMO NOTICE WITH NEWCOUNCILMEMBER INFORMATION Please submit a photo of the notice itself, indicating: The municipal address on the property to be demolished; and Contact information for the district City Council office (for the public to contact if they need additional information).

Architect's Response: Please see attached photo of signage as requested.

Thank you.

Sincerely,

Alexander Adamick, M. Arch, AIA, NCARB
Principal Architect
Adamick Architecture



DEMOLITION ESTIMATE

5/03/2022

To: Ayinde
Work Site: 5427 Dauphine St, New Orleans, LA
Phone: n/a E-mail: ayinde06@yahoo.com

SCOPE OF WORK	Amount
Demolition of dilapidated residential structure including structure foundation and concrete on site. Large tree removal not included. All debris to be hauled away.	\$ 11,600.00
(3) loads of river sand back fill @ \$375.00/load hauled and spread to bring existing structure footprint to grade.	\$ 1,125.00
OPTIONAL: Demo Diva to obtain permit as required by Orleans Parish @ \$750.00. Property owner or representative to attend HDLC hearing for demolition approval, if required.	TBD
<i>PLEASE NOTE: property owner or contractor to assist with all other utility disconnects (i.e. electric, gas, water, sewer etc.) prior to mobilization.</i>	-
TOTAL	\$ 12,725.00

DEMO DIVA IS A LICENSED LA DEMOLITION CONTRACTOR (LA #48724)

TERMS OF CONTRACT

Upon signing of this contract, the property owner, or duly authorized agent, hereby agrees to the terms below.

Warranty & Authorization

Owner or agent, warrants that he/she (1) possesses clear title with full ownership, or has full legal rights to dispose of the designated property, including demolition and removal of specified structures; (2) no other competing claims of ownership to the property, immovable or moveable, exists; (3) has legal right of access to the property; (4) has full ownership of all moveable property located in or on the building(s) or land; (5) if agent, has written authorization from property owner to enter into this contract for services; and(6) grants The Demo Diva, LLC, authorization to enter upon the property and perform contracted services.

Site Preparation and Equipment Mobilization

Owner agrees to remove within seven (7) calendar days of signing all moveable property located in or on the building(s) or land that will not be removed by The Demo Diva. The Demo Diva is not liable for damage to any moveable property remaining on the premises during the performance of contracted services.

Owner agrees that once equipment is mobilized to perform contracted services, any delay or postponement by the owner of the performance of contracted services that results in additional costs and/or re-mobilization will result in an assessment of \$1,000.00 per day.

Salvage & Rights to Moveable Property

Owner grants The Demo Diva the exclusive right to salvage and dispose of all materials comprising the structure, foundation, and its component parts, including all materials that are derived, extracted, removed, or otherwise separated from said structure, foundation, and its component parts as a result of demolition, deconstruction, excavation, or performance of contracted services. Salvage and disposal activities may begin any time after the signed contract is received by The Demo Diva.

At all times, owner bears the responsibility of safeguarding the premises, including all moveable property and materials salvaged on behalf of the owner. While every effort will be made to skillfully separate items noted for salvage, due to age, weather, neglect, poor workmanship, or other reasons beyond control of The Demo Diva, The Demo Diva will not be liable for salvaged items that are compromised, destroyed, or rendered worthless in the separation process. No materials should be assumed capable of use in new construction or be reassembled without consulting appropriate experts.

Damage Waiver

Damage to parish/city sidewalks, street-side curbs, driveway aprons, parking area curbs and stops, and similar structures may unavoidably occur while entering, exiting, or accessing the property. The Demo Diva will exercise due care in avoiding such damages, as dictated by industry standards, however, any damage to such structures and repair thereof will remain the responsibility of the owner unless otherwise stipulated in writing and accepted prior to demolition.

Payment

Owner agrees to pay The Demo Diva, LLC, 50% of the contracted amount prior to beginning any work related to the contracted service and the remaining 50% upon completion. Owner agrees to reimburse The Demo Diva for all costs associated with the demolition, including administrative costs, if owner chooses to not proceed with demolition after signing.

Indemnification

Owner agrees to release from liability, hold harmless, and indemnify The Demo Diva, LLC, its employees, agents, representatives, and other persons under its direction from all legal claims, arising out of the performance of contracted services or execution of this contract, including claims of loss and/or damage, by persons asserting an ownership interest in any property, moveable or immovable, located in or on the Work Site. Owner agrees to reimburse The Demo Diva for any attorneys' fees and associated costs for enforcing the terms of this contract and for collection of any unpaid balance.

X 

Simone Bruni, Owner

**SIMONE BRUNI, PRESIDENT
THE DEMO DIVA, LLC
5/09/2022**

X 

Property Owner or Contractor
Ayinde Simpson Wagner - Client

NOTICE OF INTENT:

PROPOSED DEMOLITION OF

5427 DAUPHINE ST., NEW ORLEANS, LA - 70117

FOR PUBLIC COMMENT, PLEASE CONTACT THE FOLLOWING:

CITY COUNCIL (DISTRICT E)

OLIVER THOMAS

(504) 658-1050

OLIVER.THOMAS@NOLA.GOV

NEW ORLEANS HDLC

DENNIS MURPHY

(504) 658-7047

DENNIS.MURPHY@NOLA.GOV