



CONSTRUCTION CONTRACT

Agreement made as of July 19, 2022.

Between **Peter McEvoy** "Owner", and **JLV Construction, LLC** "Contractor" for the Project: **1451 Second St.**

Billing Address for Owner:
1451 Second St.
New Orleans, LA

The Owner and the Contractor agree as set forth below:

THE WORK
ARTICLE 1

The Contractor shall perform the following described work:

Renovation of a Single Family Residence

The Owner shall furnish to the Contractor a current survey of the lot and elevation certificate prepared by a licensed land surveyor showing all boundaries, easements, and such other topographical features as may be required by government entities. The Owner shall furnish to Contractor proof of ownership, etc. that may also be required by government entities

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced from the latter of the date that this agreement is fully executed or the date that all applicable permits are received and the Owner & Contractor have set the date start date N/A . Substantial Completion shall be achieved not later than 180 days after the Work to be performed is commenced.

If the Contractor is delayed at any time in the commencement or progress of the work by (i) an action of the Owner, Architect or separate contractor employed by the Owner and such action is not authorized in the Contract Documents or not otherwise reasonably anticipated and such action unreasonably interferes with the Contractor's commencement or progress of the Work, (ii) changes ordered in the work pursuant to Change Order(s), (iii) fire or other unavoidable casualties or circumstances such as theft and vandalism, (iv) adverse weather conditions that are abnormal for the period of time and that could not have been reasonably anticipated or (v) other causes which the Contractor determines may justify delay, then the contract time shall and time for Substantial Completion shall be extended by such reasonable time as the Contractor may determine.

Completion of the entire project (as defined by the receipt of an unconditional Certificate of Occupancy issued by the jurisdictional permitting authority or other proof of completion acceptable to the Owner) and the completion of all work including the mutually agreed Punch List, will occur on or before 15 days after Substantial Completion and in no case later than 180 calendar days from the commencement of work.

**ARTICLE 3
CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, the Contract Sum of: \$252,852.71 subject to additions and deductions as provided in the Contract Documents.

In instances where there is lengthy lead time between the signing of this contract and the commencement of work, Contractor reserves the right to reprice the Contract Sum and Schedule of Values to reflect any market fluctuations. If Contractor reprices the Contract Sum and Schedule of Values, and the parties cannot agree on the new price, then any party may terminate this agreement. If the parties agree on a new Contract Sum and Schedule of Values, the agreement will be set forth in writing signed by each party.

Owner agrees to pay a deposit equal to 10% of the Contract Sum to the Contractor prior to the commencement of work on this project.

**ARTICLE 4
PROGRES PAYMENTS**

Before commencing any work under this Contract, Contractor shall provide Owner a Schedule of Values, breaking down the contract sum into distinct, itemized categories of work, each with an assigned value, the total of which shall equal the Contract Sum. Owner and Contractor shall review and agree upon the Schedule of Values before any work commences. Thereafter, Contractor shall submit invoices to Owner on a substantial progress basis, with each such invoice reflecting and based on the percentage of each category of work itemized on the Schedule of Values which the Contractor contends it has properly completed during the preceding pay period. Contractor will endeavor to submit invoices on a bi-monthly basis; however, Contractor is not obligated to submit invoices on any set schedule.

Owner shall make payments on said invoices for all work properly completed and acceptable to Owner within 14 days of invoice date. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of 1.5% per month.

Contractor agrees that it will promptly pay all direct and/or indirect subcontractors, suppliers laborers and others engaged by/under it to provide goods and/or services under this agreement, that it will promptly satisfy and cause removal of any liens filed against the project, that no progress or other payments shall be due under this Contract while any lien against the project is pending, and that Owner may use any portion of the Contract Sum necessary, whether Contractor contends it has earned that portion or not, to satisfy and cause removal of any lien which Contractor fails to have promptly removed.

**ARTICLE 5
FINAL PAYMENT**

Contractor will remit a final invoice for all contract sums remaining due under the Contract upon delivery of a certificate of occupancy for the project, and that final invoice will be payable upon completion of the final punch list and production of a clear lien and privilege certificate for the project dated after the certificate of occupancy.

**ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows:

1. **This Construction Contract**
2. **Construction Drawings**
3. **Contractor's Proposal with Detailed Scope of Work**

ARTICLE 7 DISPUTE RESOLUTION

Any controversy or claim between or among the parties hereto, including but not limited to those arising out of or relating to this Agreement, shall be determined and resolved by binding arbitration in accordance with the protocol for arbitration of commercial disputes of J.A.M.S./Endispute or American Arbitration Association. The arbitration shall be conducted in, and Judgment upon such arbitration award shall be entered in the applicable court of governing municipality where project is located. Exclusive venue for any litigation between the parties hereto shall be in the governing municipality where project is located. The parties hereto waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in the governing municipality where project is located and specifically consent to the jurisdiction in the governing municipality where project is located.

In any litigation, arbitration or other legal proceeding which may arise between any of the parties hereto, the prevailing party shall be entitled to recover its costs and expenses, including costs and expenses of arbitration, court costs and expenses incurred on appeal, and reasonable attorneys' fees incurred in any dispute through arbitration and appeal of and final judgment in addition to any other relief to which such party may be entitled.

ARTICLE 8 INSURANCE

Contractor agrees to maintain workers compensation and commercial general liability insurance for the entire time that work is being performed under this Contract, and Contractor further agrees to provide the Owner with a copy of Contractor's current workman's comp insurance and general liability policy upon request. Owner is responsible for maintaining property insurance during the course of construction for the full value of any existing buildings and property including improvements thereto, and Owner agrees to provide proof of said insurance to Contractor upon request before or during construction.

ARTICLE 9 CHANGE ORDERS

Any requests for changes to the work to be performed under this contract scope must be made in writing.

No change to this contract including, without limitation any modification, clarification, interpretation or correction of the plans or specifications, changes to the work to be performed, or changes to the Contract Documents shall be made without mutual agreement and a written Change Order signed by Contractor and Owner identifying the change, the cost of the change, and the effect on Project schedule, if any.

Contractor is authorized to make minor changes in the work, without a written change order, which are in the best interest of Owner and that do not materially alter the quality or performance of the work, and do not affect the cost or time of performance, and comply with applicable Laws, codes, ordinances and regulations. Contractor will inform Owner of each minor change made in the work.

This Agreement entered into as of the day and year first written above.

Final Proposal

020 Site Preparation **\$4,329.00**

1000 Permits and Fees **\$4,329.00**

Builder to complete and submit all applicable permit applications and required submittals to the local municipality. Permit applications and submittals are for the required building and mechanical permits and inspections. Building permit and inspection fees, as well as permit and inspection fees for electrical, plumbing, and HVAC scopes of work are included.

Building Permits and Fees	1 each	\$3,744.00
Close-Out, Walk Through, and Inspection	1 each	\$585.00

1000 Demolition **\$15,342.21**

Interior Demolition **\$15,342.21**

Demolish existing materials as necessary to facilitate planned design

Removal of:

- Drywall on walls and ceilings on most first floor to expose existing structure and reinforce as need it
- Drywall on some areas on walls and several rooms where reinforces has to be made on ceiling structure
- Kitchen Cabinets
- Remove atrium base including brick
- Ceramic tile on kitchen, wood floors on first floor, floors on second floor (remove all residues of glue and thin set)
- Tile on floors and walls on 3 bathrooms on second floor
- Plumbing including tubs, toilets, vanities, faucets and valves
- Removal and disposal of the "bridge"

Items to be saved/salvaged and donated to green project or similar

- Appliances
- Cabinets
- Light fixtures

NOTE: Atrium may be built over a solid base of concrete, if this is the case, additional fees will be added

Demolition Labor	1,428 each	\$13,366.08
Demolition Materials	1,428 each	\$835.38
Dumpsters	3 each	\$1,140.75

2100 Footing & Foundation **\$5,390.19**

2100 Footing and Foundation **\$5,039.19**

Concrete slab to fill raise platform as per plans

NOTE: I believe there is solid foundation under the raise bed, if this is the case fees will be removed for this section of work

Footings and Foundation (Grade Beam) Material	50 l.f.	\$2,047.50
Footings and Foundation (Grade Beam) Labor	50 l.f.	\$1,755.00
Slab on Grade	151 s.f.	\$1,236.69

2300 Termite Protection \$351.00

Termite treatment to protect against termite infestation and damage. Termite protection to include stainless steel termite shields at top of CMU. It is the Owner's option and responsibility to maintain termite protection upon completion of construction.

Termite Protection	1 each	\$351.00
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3000 Rough Structure \$96,437.39

3100 Rough Carpentry - Framing \$39,376.35

Foundation plans not included in bid set. For budget purposes, Builder proposes the following:

Materials, where applicable, to be kiln dried.

- Temporary bracing to support second and 3rd floor for atrium removal
- Add lv's as per structural plans to support new layout (fees may change after demolition depending on actual construction)
- Frame walls as needed to accommodate new layout
- Frame on attic with some modifications to plans to accommodate HVAC

Rough Carpentry - Framing Materials	1 each	\$15,391.35
Rough Carpentry - Framing Labor	1 s.f.	\$19,305.00
Temporary Bracing	1 s.f.	\$4,680.00

3600 Plumbing Rough-In \$17,920.00

Scope of work to include all supervision and labor from a licensed plumber, equipment, supplies, and materials to provide a complete plumbing system for the project as per the Architectural and Mechanical plans.

Plumbing System to consist of the following:

- Reuse existing drainage for items that will remain in same place, replace as need it
- PEX Water Supply Piping installed per code
- Condensate Drain Lines for HVAC
- Gas lines for oven/range, water heaters and relocation of 2 A/C gas lines
- Remove and replace fixture in 3 bathrooms, relocate toilets and sinks as per plans

Plumbing Rough-In - 1st Floor Fixtures	17 each	\$12,852.00
Gas Fixtures	3 each	\$2,268.00
Tankless Water Heater	1 each	\$2,800.00

3700 Electrical Rough-In \$11,863.45

Scope of work to include all supervision and labor from a licensed electrician, equipment, supplies, and materials to provide a complete electrical system for the project as per the Architectural and Electrical plans.

Electrical System to consist of the following:

- Electrical Rough-in as per final electrical drawings
- Relocate as needed
- Second floor may need a lot of re wiring due to all framing modifications
- Add 3 new circuits for attic 110amp
- Add a new 220-amp circuit for new a/c system on attic

NOTE: since we don't have an electrical plan price may change after final design is provided. After demolition this estimate will be upgraded, and fees may be added.

Electrical Rough In	1,389 each	\$10,238.32
Materials Rough-In	1,389 s.f.	\$1,625.13

3800 Mechanical (HVAC) Rough-In

\$27,277.59

Scope of work to include all supervision and labor from a licensed mechanical contractor, equipment, supplies, and materials to provide a complete HVAC system for the project as per the Architectural and Mechanical plans.

HVAC System to consist of the following:

- Replace second floor system, change direction of unit location to clear space on attic, units quoted are Tempstar/Rheem or Similar, 18 Seer units with variable speeds and gas heat
- Add a new Mini split system on attic
- Re-route ducts on first floor as need it to accommodate new design
- Final system size to be determined after load calculations are completed

NOTE: We may be able to use first floor unit to acclimate attic saving you the 3er unit price

Mechanical (HVAC) Quote Provided by Customer - SRS Refrigeration Services	1 each	\$21,682.59
Mechanical (HVAC) Ductwork 2nd Floor	1 ton	\$4,095.00
Mechanical (HVAC) Ductwork from New Unit to Attic	1 each	\$1,500.00

4700 Insulation

\$7,178.40

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\$7,178.40

Scope of work includes the installation of the following insulation materials:

- Open Cell spray foam - roof line
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Open Cell Spray Foam Insulation - Roof Line	2,991 s.f.	\$7,178.40
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5000 Drywall **\$17,115.60**

5000 Drywall \$17,115.60

Scope of work to include all labor and materials for gypsum walls and ceilings.

- 1/2" Drywall on all wall and ceilings
- 1/2" Moisture-resistant drywall in bathrooms and other wet areas
- Patch / repairs as needed
- Level 5 finish on first floor only to blend textured walls with new walls

Drywall Material - 1/2"	142 sheet	\$4,089.60
Drywall Labor Level 4	142 sheet	\$5,623.20
Drywall Labor Level 5 first floor only	1 each	\$4,038.00
Delivery and Handling	142 sheet	\$340.80
Attic drywall installation labor and materials	36 sheet	\$3,024.00

5100 Flooring **\$20,549.70**

5150 Flooring Labor \$20,549.70

Hardwood flooring to include the following:

- Install flooring as per owner selections (this quote is based on pre finish floors)
- Glue down on first floor
- Nail down on second floor
- Sand and refinish 3 set of stairs to match new floors

NOTE: floors on attic are not included

Flooring - Nail down Installation	1,648 s.f.	\$3,955.20
Flooring - Glue Down Installation	1,567 s.f.	\$4,701.00
Interior Stairs - Risers and Treads Refinishing	58 each	\$2,436.00
Covering Floors	3,575 s.f.	\$1,501.50
Floor Materials (Underlayment, Thresholds)	3,215 s.f.	\$2,314.80
Floor Materials (glue down systems/slipe systems)	1,567 s.f.	\$5,641.20

5200 Interior Trim **\$11,674.20**

5200 Finish Carpentry - Interior Trim and Millwork Installation \$11,674.20

All products and sizes TBD by owner selections. Estimate includes installation for the standard trim package.

- Package to include single baseboard up to 8" tall (replace existing shoe and baseboard with new ones)
- Installation of pre-hung doors
- Basic shelving with rod and shelf on new closets (7 total, keep existing ones)
- Built ins on pantry and master closet (box in/storage)
- Basic shelving on laundry area
- Installation of door and cabinet

Pre-Hung Door Installation	40 each	\$4,800.00
Baseboard/Shoe Molding 8" single piece	1,074 l.f.	\$3,544.20
Built-Ins Basic	1 each	\$420.00
Built-Ins Medium to Large Units	2 each	\$1,800.00
Shelving and Rods	7 each	\$840.00
Bath Accessories	3 each	\$270.00

5300 Ceramic Tile
\$11,587.20

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\$11,587.20

Ceramic tile scope of work includes the preparation of areas where tile will be installed. Installation method consists of cement panels glued and screwed as per manufacture requirements and recommendations. Red-Guard is applied to seal and waterproof the areas for tile installation.

- Estimate includes the installation of one (1) niche in each shower/tub
- Includes layout on a simple pattern, brick stile, or straight style
- Includes the installation of common tiles such as porcelain, ceramic, brick veneers, and most natural stones
- Additional styles may increase the cost of the installation and materials
- There are some materials that may increase the cost of installation due to the complexity or additional steps for its installation

NOTE: by owner request we are including the removal and replacement tile on room 215/216, we also are converting the tub into a shower.

Ceramic Tile - Material	656 s.f.	\$1,968.00
Ceramic Tile - Floors (basic)	228 s.f.	\$1,915.20
Ceramic Title - Walls (basic)	380 s.f.	\$5,928.00
Kitchen Back Splash	52 s.f.	\$936.00
Shower Bed - Built	2 each	\$840.00

5400 Cabinets
\$3,360.00

5400 Cabinet Installation
\$3,360.00

Scope of work includes the installation of cabinets as per plans. Cabinets to be installed in kitchens and bathrooms.

Large Kitchen Cabinets - Install	1 each	\$3,000.00
Vanity Install	3 each	\$360.00

5600 Finish Plumbing
\$6,480.00

5600 Finish Plumbing
\$6,480.00

Scope of work includes the installation of all finish plumbing fixtures as per manufacturer's requirements and recommendations. Final inspections will be completed after install.

Finish Plumbing - Install	20 each	\$6,480.00
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5700 Finish Electrical		\$3,750.30
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5700 Finish Electrical		\$3,750.30
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Scope of work includes the installation of all finish electrical fixtures as per manufacturer's requirements and recommendations.

Final inspections will be completed after install.

The lighting plan is to be developed by Builder and approved by Owner/Architect prior to construction. Types and locations of lights for interior and exterior of home will be determined at that time.

The finish electrical installation estimate may be adjusted depending on the quantities and selections by the Owner/Architect.

Finish Electrical-Complex/Luxury	1,389 s.f.	\$3,750.30
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5900 Interior Wall Coverings		\$32,072.52
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5900 Interior Paint		\$32,072.52
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Scope of work to include the preparation and painting of the interior surfaces. Painting to include drywall, trim, doors, and shelving.

Application of one (1) coat of primer and two (2) coats of final paint.

Paint to be Cashmere from Sherwin Williams (Walls), Pro Classic from Sherwin Williams (Trim) and Promar 400 from Sherwin Williams (Ceilings).

4 colors are included in the pricing:

1 - Wall color

1 - Trim color

1 - Ceiling color

1 - Accent wall or other color

NOTE: Any "deep base" colors requiring more than (2) coats of paint will incur additional fees.

Interior Painting - Material	4,588 s.f.	\$7,983.12
Interior Painting - Labor	4,207 s.f.	\$22,717.80
Interior Painting - Attic	381 each	\$1,371.60

6000 Completion **\$4,716.00**

6000 Building Clean-Up \$4,716.00

Final cleaning by a professional cleaning service upon completion of construction/substantial completion. Cleaning to be completed prior to final orientation with Superintendent/Project Manager.

Port-O-Let will be provided and maintained for the duration of the construction.

Debris removal and dumpsters will be provided for project-specific construction debris.

Building Cleaning and Final Cleaning	1 each	\$3,000.00
Sanitation (Port-o-Let)	6 each	\$756.00
Debris Removal (Site Dumpster)	2 each	\$960.00

9930 Job Supervision **\$12,870.00**

Supervision \$12,870.00

Dedicated project manager to supervise and ensure that all JLV procedures are followed to our standards. Site visit with owner/architect weekly to check progress.

Supervision	220 each	\$12,870.00
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Base Price **\$252,852.71**

Signatures



Client: Peter McEvoy

Jul 19 2022

Date



Builder: Scott Ward

Jul 19 2022

Date