

CONTRACT

Between the Owner: **David Herzenberg**
1827 Independence Street
New Orleans, LA 70117

And the Contractor: **Viridis Construction LLC**
Company License Number: 882087

ARTICLE 1. CONTRACT DOCUMENTS

1.1. The "contract documents" consist of:

1.1.1. This Agreement

1.1.2. Project Plans

1.1.3. Scope of Work

Description	Amount
Foundation L/M	\$ 8,284.39
Framing L/M	\$ 37,279.75
Roof L/M	\$ 9,837.71
Siding L/M	\$ 8,905.72
Exterior Trim L/M	\$ 1,760.43
Exterior Paint L/M	\$ 5,281.30
Windows L/M	\$ 2,485.32
Doors L/M	\$ 1,346.21
Plumbing L/M	\$ 7,663.06
HVAC L/M	\$ 7,093.51
Electrical L/M	\$ 9,423.49
Insulation L/M	\$ 2,899.54
Drywall L/M	\$ 5,281.30
Interior Trim L/M	\$ 2,485.32
Cabinets & Counters L/M	\$ 8,077.28
Tile Surrounds L/M	\$ 3,417.31
Flooring L/M	\$ 6,316.85
Interior Paint L/M	\$ 4,763.52
Miscellaneous - Dumpsters, Permit, Etc.	\$ 5,177.74

ARTICLE 2. CONTRACT PRICE

2.1. The purchase price of the project shall be set at the sum of **\$137,779.73**.

2.2. The total price is subject to additions and deductions pursuant to authorized change orders and allowances.

2.3. Construction Draw Schedule, which is subject to the lenders approval as set forth below.

Draw 1 / Deposit - 25% of total project, **\$34,444.93**.

Draw 2 - 25% once foundation, framing and mechanical rough-ins are complete, **\$34,444.93**.

Draw 3 - 25% once cabinets and counters are installed, **\$34,444.93**.

Draw 4 / Final Payment – 25% once the project is complete, **\$34,444.94**.

ARTICLE 3. SCOPE OF WORK/ALLOWANCES

- 3.1. The above are general specifications for the scope of work per project plan(s). Some plans are drawn to show entire project; however, everything in the plans may not be part of the Contractor's scope of work. The scopes of work that the Contractor agreed to do supersede any and all plans.
- 3.2. Allowances are projected costs NOT actual. These numbers are derived from the Budget given to the Contractor by the Owner. The Owner and Contractor are to work within those guidelines unless the Owner would like to upgrade, in which case the difference will be paid prior to installation pursuant to an agreed upon change order.

ARTICLE 4. CHANGE ORDERS AND FINISH SCHEDULES

- 4.1. This is a fixed price contract. Amounts shall only be changed when proper Change Orders are approved. A Change Order is any change to the original plans, if applicable, or specifications. All change orders must be agreed upon in writing and must be signed by the Contractor and the Owner.
- 4.2. A change order's cost, fees, overhead and profit shall total 20% on top of actual cost and must be paid in full prior to commencement of work.

ARTICLE 5. TIME OF COMPLETION

- 5.1. The construction of the project shall be completed within **six (6) months** after the Date of Commencement taking obvious considerations for weather and other like conditions.
- 5.2. The commencement date is subject to acquiring necessary city permits and receiving all finish selections for allowance items.
 - 5.2.1. The Contractor shall submit, prepare, and acquire all necessary documentation to meet the qualifications for permitting. The Contractor shall provide requested documentation upon availability to the parish in which the project is located. The completion of the permitting process is a governmental process. The Contractor cannot be held responsible for the length of time this process requires.
 - 5.2.2. The Owner shall make finish selections for all allowance items and provide quotes or model numbers for all such items.
- 5.3. In addition to the permitting and finish selection processes, there are a multitude of variables that have an influence on a project's duration. The Contractor shall invoke a *Force Majeure* (superior force) clause for circumstances that are beyond control of either party. These may include but are not limited to hurricanes, fires, floods, power outages, and other similar issues. Other delays may be caused by labor shortages and material shortages. It is important for the Owner to keep in mind that there are also Owner related delays as well. These may include but are not limited to change orders, changes of finish selections for allowance items, and pay delays.

ARTICLE 6. SECURITY OF FUNDING AND PROGRESS PAYMENTS

- 6.1. If the funding of the project is cash with no loan, the Contractor shall reserve the right to require the Owner to move the amount of money this contract requires into an escrow account that is available to draw upon according to the draw schedule established.
- 6.2. The Owner will make payments to the Contractor pursuant to the incorporated construction draw schedule as work required by said schedule is satisfactorily completed. The Owner shall make, or authorize the lender to release, draw payments to the Contractor within five (5) business days of approval by the Owner and Lender, if applicable. At any time, the Contractor may require the Owner to pay the subcontractor and/or vendor balances that are due. That payment shall be deducted from the next draw.

6.2.1. However, if the Lender's schedule for payment conflicts with the draw schedule, Contractor will agree to Lender's payment schedule.

6.3. If payment is not received by the Contractor within five (5) business days of approval of the payment request for work satisfactorily completed, the Contractor shall have the right to stop work or terminate the contract at his option. Termination by the Contractor under the provisions of this paragraph shall not relieve the Owner of the obligation of payments to the Contractor for that part of the work performed prior to such termination.

6.4. Once the project is complete, Owner and Contractor shall walk through the property and create a final punch list which shall be approved and signed by Owner. Upon completion of the final punch list, final payment is due. If additional items arise, Contractor will remedy such items, but payment shall remain due upon completion of the original punch list.

ARTICLE 7. DUTIES OF THE CONTRACTOR

7.1. Contractor shall be a licensed professional, and as such retains complete control of the jobsite and construction methodology. Contractor shall maintain the right of assignment. Minor deviations from plans, if applicable, or specifications are the responsibility of the Contractor and can be adopted in order to control cost or efficiency in accordance with the Budget. Any and all changes made shall be in accordance with local building codes. Structural changes shall be approved by an engineer and are the sole responsibility of the Contractor.

7.2. All work shall be in accordance to the provisions of the plans, if applicable, and specifications.

ARTICLE 8. OWNER

8.1. The Owner shall communicate with subcontractors only through the Contractor.

8.2. The Owner will not assume any liability or responsibility, nor has control over or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project, since these are solely the Contractor's responsibility.

8.3. Owner shall grant Contractor access to the property throughout the entire duration of the project until the final punch list is complete and final payment has been made. If Owner denies Contractor access to the property, Contractor may choose to terminate the contract and Owner shall be responsible for paying the remaining balance of the contract price.

ARTICLE 9. INSURANCE

9.1. **The Owner will keep in force a Builder's Risk Insurance Policy** on the said property to protect both the Owner's and Contractor's interests until the project is completed; this insurance must cover theft and/or vandalism.

9.2. The Owner will maintain property and flood insurance to the full and insurable value of the project, in case of a fire, vandalism, malicious mischief or other instances that may occur.

9.3. The Contractor shall maintain the following insurances: (i) commercial general liability in accordance with statutory requirements; (ii) worker's compensation in accordance with statutory requirements.

9.3.1. The Owner may choose to be identified as an additional insured at their expense.

ARTICLE 10. GENERAL PROVISIONS

10.1. If conditions are encountered at the construction site which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of and/or time required for performance of any part of the work, will negotiate with the Contractor an equitable adjustment in the contract sum, contract time or both.

- 10.2.** This Contract shall be construed, interpreted and applied according to the law of the State of Louisiana.
- 10.3.** This Contract shall become effective on the date it is signed by both Parties. This Contract may be signed in counterparts. E-mail and facsimile copies of counterparts shall operate as original signatures.
- 10.4.** This Contract and the balance of the Contract Documents are negotiated documents, and in the event of any dispute between the Parties, this Agreement and the balance of the Contract Documents will not be construed against either Party by virtue of any alleged author.

ARTICLE 11. ARBITRATION OF DISPUTES

- 11.1.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ARTICLE 12. WARRANTY

- 12.1.** Upon completion of this project, the Contractor shall warranty the project pursuant to the scope of work for one year against defects in workmanship or materials utilized. All structural parts shall have a warranty of five years.
- 12.1.1.** The Contractor further warrants that all materials and equipment shall be installed in accordance with manufacturers' requirements and specifications. The manufacturer's warranty will prevail.
- 12.1.2.** Sidewalks, driveways, and non-structural concrete pours are not warranted against settlement.
- 12.2.** In addition, the Contractor warrants and represents that: (i) the Home can be constructed for the Contract Sum by the Final Completion Date; (ii) there is not currently pending any suit, action, claim, arbitration or legal or administrative proceeding or governmental investigation against or affecting Contractor or Contractor's performance of the Work; and (iii) Contractor is financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder.
- 12.3.** No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party against the other party after five (5) years beyond the completion of the project or cessation of work in accordance with the Statute of Repose, LRS § 9:2772, et seq.

ARTICLE 13. TERMINATION OF THE CONTRACT

- 13.1.** The Owner may terminate the Contract if the Contractor
- 13.1.1.** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; or
- 13.1.2.** becomes the subject of a bankruptcy or similar state law proceeding or becomes insolvent.
- 13.2.** The Contractor reserves the right to end this contract with the Owner at any point if the Owner does not fulfill his or her obligations outlined in the contract.
- 13.3.** Termination by either the Contractor or Owner shall not relieve the Owner of the obligations of payments to the Contractor for that portion of the work performed prior to such termination.
- 13.3.1.** The Owner is responsible for the cost and associated profit and overhead of that portion of work performed prior to such termination.

13.3.2. If the amount is not paid within seven days of termination, the Contractor shall charge a fee of 12% of the entire contract price plus any and all other fees that are incurred for the purpose of capturing money owed, i.e. attorney fees, interest expense, recording/filing fees, fuel expense, time (at \$150/hour), any and all other associated costs. In addition, any change orders that were previously invoiced to the Owner at “no charge” will be payable in full in addition to all other owed amounts.

13.3.3. All payments made are non-refundable.

ARTICLE 14. ACCEPTANCE AND OCCUPANCY

14.1. Upon completion, the project shall be inspected by the Owner and the Contractor, and any repairs necessary to comply with the contract documents shall be made by the Contractor.

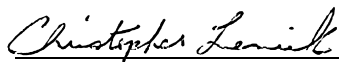
14.2. The Owner shall not occupy the property until a Certificate of Occupancy has been obtained, if applicable, and final payment has been received by the Contractor.

IN WITNESS WHEREOF, the parties have hereunto caused this contract to be executed, on the day and year written below.



Owner's Signature

Date: 07 / 06 / 2022



Contractor's Signature

Date: 07 / 06 / 2022

TITLE	1827 Independence St. Contract
FILE NAME	Contract - 1827 I...e 7.6.22.docx.pdf
DOCUMENT ID	aa06f93d5e3af4338a15e8e348c50659a7a32181
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

07 / 06 / 2022

20:19:01 UTC

Sent for signature to David Herzenberg
(dherzenberg@yahoo.com) from chris@viridisgc.com
IP: 75.131.237.3



VIEWED

07 / 06 / 2022

20:23:08 UTC

Viewed by David Herzenberg (dherzenberg@yahoo.com)
IP: 98.173.237.66



SIGNED

07 / 06 / 2022

20:23:51 UTC

Signed by David Herzenberg (dherzenberg@yahoo.com)
IP: 98.173.237.66



COMPLETED

07 / 06 / 2022

20:23:51 UTC

The document has been completed.