



RTNO RENOVATION CONTRACT

Project Address: 913 ATLANTIC STREET
NEW ORLEANS, LA 70114

Project Manager: Rebuilding Together New Orleans (“RTNO”)

Contractor: VETERANS CONSTRUCTION, LLC.

Project Start Date: July 11, 2022

Project End Dates: August 12, 2022

Payment Schedule: Up to three draws may be requested upon completion of work scope categories. The normal terms of payment by RTNO are 30 (thirty) days upon satisfactory delivery of goods or performance of service, acceptance thereof by RTNO and certification by RTNO of the Contractor’s invoice. - **All final inspections including a certificate of occupancy must be submitted with the final invoice in order to be processed.** Contractor must schedule a walkthrough with RTNO Construction Manager before submitting a Final Invoice.

Contractor acknowledges receipt of the following documents, all of which are all incorporated into this Contract by reference:

- i. RTNO Rehabilitation and Proprietary Specifications Standards
- ii. RTNO COVID-19 Contractor Field Safety Guidelines

Completion Date and Delays:

Contractor shall complete all Contract Scope items according to Contract Specifications by the Project End Date. Failure to do so will result in a \$100 per calendar day penalty being assessed against Contractor, which RTNO can offset against any outstanding balance owed on the Contract. In the event Contractor experiences Excusable Delays, the Project End Date may be extended through a Change Order for a period of time equal to the length of the delay. Excusable Delays are caused by factors beyond the control and without fault or negligence of Contractor, such as RTNO-provided material delays, owner-initiated changes, and unusually severe weather, fire and natural disasters. Contractor’s sole and exclusive remedy for an Excusable Delay is an extension of the Project End Date. However, in order to preserve the right to an extension, Contractor must (1) immediately inform the Project Manager of the Delay, including the reason for the delay, (2) immediately inform the Project Manager when the delay ends, and (3) present a written request for a Change Order within three calendar days of the end of the delay. Failure to meet these requirements will operate as a waiver of the right to an extension. No extensions of the Project End Date shall be granted for Non-Excusable Delays. Non-Excusable delays result from Contractor’s fault, examples of which include, but are not limited to, failure to provide a sufficient work force, delays by Contractor’s

sub-contractors, failure to order materials in a timely manner, deficiencies in work, typical weather conditions, mismanagement, and **stop work orders issued due to failing to comply with COVID-19 Contractor Field Safety Guidelines.**

Contractor:

- The Contractor shall, from the time the bid is submitted, until work is fully completed, be properly licensed by the Louisiana State Contractor's Board as either a Home Improvement Contractor or a Residential Building Contractor, as required by the amount of the bid submitted. The Contractor is licensed to perform the Work and shall obtain all required licenses, building permits, and all necessary inspections as required on the project for which the Contractor is hired. The Contractor is not under suspension or debarment by the State of Louisiana or any governmental entity, instrumentality or authority, and is in compliance and will maintain compliance with all applicable federal, state and local laws, regulations and policies relating to the Work, including nondiscrimination and sexual harassment. The Contractor will immediately notify RTNO if the foregoing sentence becomes incorrect in any respect during the term of this Agreement.
- The Contractor shall possess, from the time the bid is submitted, General Liability insurance not less than \$1 million and Worker's Compensation insurance not less than \$500,000.
- The Contractor shall maintain insurance at the levels and requirements set forth in Exhibit A. Rebuilding Together New Orleans, Inc. and Rebuilding Together Inc (the "Additional Insureds") must be named as Additional Insureds on all liability policies, and such insurance shall be primary and noncontributing with any other insurance in effect for any of the Additional Insureds. A Certificate of Insurance and Additional Insured Endorsement that complies with Exhibit A must be given to Rebuilding Together New Orleans, Inc. prior to the commencement of any Work, and subsequently upon the reasonable request of RT.
- Contractor will defend, indemnify and hold harmless Rebuilding Together New Orleans, Inc., Rebuilding Together, Inc., the building site owner, and all of their respective directors, officers, employees, representatives and agents from all liability, loss, expense, cost or damage whatsoever, including costs and expenses of enforcement, settlement and third party agents (collectively, "Losses"), from any cause that may arise in whole or in part from Contractor's breach of any Contract Document or negligent or wrongful performance of the Work, or the use of Rebuilding Together New Orleans, Inc. premises by Contractor, its employees, subcontractors, representatives or invitees, regardless of whether or not such Loss is caused in part by a party indemnified hereunder. In no case shall the indemnification obligation under this Section shall be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- The Contractor performs work and services in the construction industry, holds itself out to the public as available to provide the same or similar services to other parties and either (a) has no employees or (b) has provided RTNO concurrent certificates of Workers' Compensation insurance.
- The Contractor ***shall provide all labor, materials, oversight and quality control to ensure compliance with, and completion of, the Work Scope Specifications Package ("WSSP").***
- All damages to the property caused by Contractor, its employees, agents, invitees and/or assigns will be remedied at the Contractor's expense.
- At the completion of work, the Contractor will:
 - Secure all required tests, inspections, and approvals of the completed system, including a Certificate of Occupancy from the permitting authority.
 - Documentation of final inspections, including a Certificate of Occupancy must be submitted with the final invoice.
 - Make all required adjustments and corrections at the Contractor's expense.

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Warranty:

- The **Contractor** hereby provides a one (1) year warranty on all work completed during the course of reconstruction on the property. This one (1) year warranty is effective from the date of the owner's acceptance of all of the work included in the Scope of Work/ Specification and Drawings attached to the agreement and any change orders that may have been approved throughout the course of the reconstruction.

Renovation Standards:

- All work and materials should comply with Rebuilding Together New Orleans 'Rehabilitation Standards, which Contractor acknowledges receiving.
- Contractor shall meet all other obligations set forth in RTNO Housing Rehabilitation standards.
- All work and materials shall comply with HUD Minimum Property Standards (24 CFR § 200.926, *et. seq.*) and the HUD Housing Quality Standards (24 CFR § 982.401.)
- All work should comply with IRC 2009 and all City of New Orleans Amendments.
- Where differences in the governing authorities exist, the contractor must adhere to the most stringent requirement.
- When work involves removal or disturbance of painted or otherwise coated surfaces, the Contractor shall comply with all applicable EPA regulations including, but not limited to, the RRP rule, applicable Louisiana Department of Environmental Quality regulations, HUD Lead Safe Housing Rule and all other applicable governmental regulations.
- When work involves removal or disturbance of asbestos containing materials (ACMs), Contractor shall comply with Louisiana Department of Environmental Quality regulations, and all other applicable governmental regulations, regarding such activities.
- All measurements provided in this WSSP are provided merely for convenience. Contractor bears the responsibility for inspecting the site and verifying all measurements and dimensions. All quantities (*e.g.* number of windows, doors, etc.) are as stated. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial proposal.

Site Conditions:

- Keep the building and site well organized and clean throughout the construction period.
- Provide a sufficient number of dumpsters to remove and dispose of all debris generated during completion of the WSSP.
- Provide all related materials, equipment, and labor required to maintain the job site in a neat and orderly condition in accordance with the Scope and as specified herein.
- Provide daily general clean up, removal and disposal of all scrap and debris from the site.
Exception: Reusable scrap shall be stored in a neatly maintained, designated storage area.
- Secure site before leaving each day.
- Where structural members are to be cut or removed, Contractor shall ensure that adequate bracing is installed to prevent damage to the structure and to ensure the safety of personnel and site visitors.
- At completion of Scope, remove all tools, equipment, surplus materials, scrap and debris from site. Final walkthrough will be made with RTNO Project Manager before final payment is released.

Detailed Scope of Work

- Contractor shall obtain a separate permit for each scope of work set forth in the bid document, including Building Permit.
- All final inspections and the certificate of occupancy must be submitted with the final invoice.



- Contractor is responsible for providing any materials not specified to be provided by RTNO.
- Contractor is responsible for work - access coordination between subs and homeowner.
- Contractor is responsible for providing all dumpsters as well as maintaining a clean and organized worksite for the duration of project.
- Contractor is responsible for checking all measurements in the field.

Project Specific Details

- This scope must be completed by dates agreed upon in the signed contract. The construction manager will discuss exact dates with the contractor during the time of the bid.

Scope of Work:

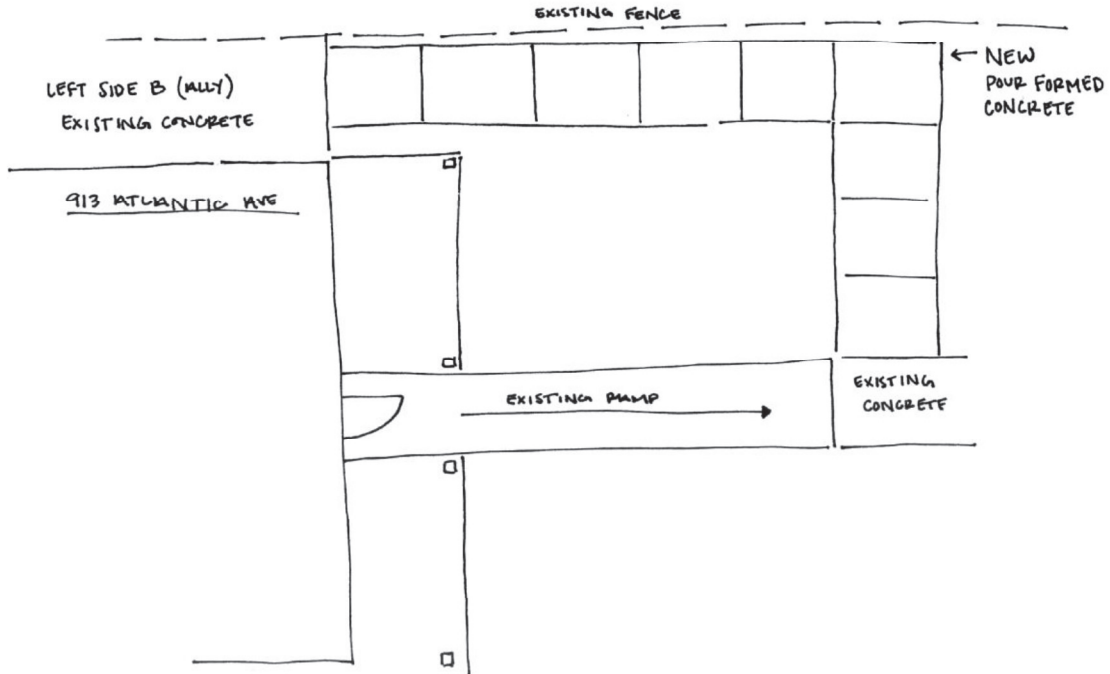
1. **Pre-Construction Services**.....\$ 2,500
 - a. Obtain building and all other necessary permits, including any and all drawings, stamped or un-stamped, that may be required to file for a Structural Building Permit.
 - b. Secure porta-let services.
 - c. Secure roll-off containers/hauling as needed
 - d. Set up site check-in area that includes an infrared thermometer and a sign in sheet. All workers and representatives must sign in and log temperature and contact information prior to entering the home each workday
2. **Professional Inspections**.....\$ 1,500
 - a. Provide termite treatment and contract. Homeowner is responsible for service after the first year.
3. **Window Repair/Replacement**.....\$ 200
 - a. Kitchen:
 - i. Remove window AC unit above sink and leave unit with homeowner.
 - ii. Insure window closes and seals by replacing the top window pane with an acrylic pane.
4. **Plumbing Rough-In**.....\$ 200
 - a. In Bathroom:
 - i. Cap gas heater in bathroom. Heating unit should remain in wall once capped.
5. **Wall Coverings**.....\$ 200
 - a. Kitchen:
 - i. Patch hole under sink with backer board.
 - ii. Ensure whole is blocked off around drain line.
6. **Plumbing Trim Out**.....\$ 2,500
 - a. Right Side D:
 - i. Replace hot water heater with new unit.
 - ii. Provide new HWH stand and cover.
 - iii. Properly vent HWH 2LF above roof line.
7. **HVAC Trim Out**.....\$ 10,000
 - a. Throughout the House:
 - i. Install central HVAC system including air supplies, a return and duct work.
 - ii. Place condenser unit at the back of the home.
 - iii. DO NOT BLOCK THE SIDE ALLY.
 - iv. The breaker box will need to be adjusted to accommodate for the new unit.



8. Exterior Porch, Handrails & Stairs.....\$ 3,500

a. Rear Side C:

- i. Pour formed concrete walk way 4LF wide leading from existing concrete at ramp's end to the left side B ally. The length is approx. 140 SF. The pour should begin at existing driveway and follow ADA guild lines.
- ii. NOTE: See diagram below.
- iii. Ensure pour is at least 4" thick. 2500 psi concrete and contains woven wire mesh for support. The walk way shall have a broom-swept finish. Walkway should meet the existing concrete perpendicularly. Provide expansion joints at those points and control joints every 8' maximum.
- iv. Move dirt on site as needed to accommodate sidewalk construction.
- v. Make sure to remove all trash from site when completed and forms removed.



Notes:

Bid Total:.....\$ 20,600.00



Final payment will be made 30 days after project is complete, site has been cleaned, and Project Manager has given final approval.

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, and Title VIII of the Civil Rights Act of 1964 as amended, Section 104 (B) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Should RTNO need to enforce or defend any rights arising under this Contract, Contractor shall pay to RTNO such sums as will constitute RTNO's reasonable attorneys' fees, together with all costs, charges, and expenses reasonably related to enforcement or defense of this Contract.

Contractor agrees to indemnify and hold RTNO, its employees, agents, board of directors, etc. harmless from and against any and all liability, including liability for interest and penalties that may be incurred as a result of (a) Contractor's failure to comply with the provisions of this Contract; (b) Contractor's fault; and/or (c) the fault of Contractor's employees, agents, subcontractors or invitees.



Contractor agrees to complete the work set forth in the above Bid Document at the designated project address, in accordance with all identified conditions and specifications.

Signed this 14th day of 7/14/2022, 2022

DocuSigned by:
William Stoudt
E9E46B370895475...
Executive Director

DocuSigned by:
Colin Ferrell
7335CB717475402...
Project Manager

REBUILDING TOGETHER NEW ORLEANS
2801 Marais St.
New Orleans, LA 70117

DocuSigned by:
[Signature]
2E291BD95DE940E...
Authorized Signer

Al P Jackson
Print Name

Veterans Construction, LLC
Business Name

P.O. BOX 1447, LA Place, LA 70069
Address

881712
State License #

For: Dorothy Banks

[Signature]

Sheila Snyder

Homeowner Signer

Print Name

Exhibit A

Rebuilding Together New Orleans, Inc. and Rebuilding Together, Inc

INSURANCE REQUIREMENTS

In compliance with the insurance requirements of Rebuilding Together New Orleans, please provide Certificates of Insurance with Endorsements, as noted below:

Workers' Compensation & Employer's Liability (*if you are required to have*):

1. Policy to be amended to state THIRTY (30) days prior written notice of cancellation to be given to REBUILDING TOGETHER NEW ORLEANS.
2. Employer's Liability for not less than \$500,000 per Person/Accident
3. Waiver of Subrogation in favor of REBUILDING TOGETHER NEW ORLEANS, INC. and REBUILDING TOGETHER, INC.

Comprehensive General, Automobile Liability Insurance:

1. With Bodily Injury and Property Damage Liability limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
2. Your policy must include Premises/Operations, Products & Completed Operations, Personal & Advertising Injury and Contractual Liability coverage. Contractor's Pollution and Professional Liability required if applicable to contract.
3. Business Auto liability for limits not less than \$500,000 if Contractor owns one vehicle and \$1,000,000 per accident if Contractor owns more than one vehicle.
4. Rebuilding Together New Orleans, Inc. and Rebuilding Together Inc., and their respective directors, officers, employees, representatives, and agents shall be named as Additional Insureds and the proper endorsement attached. CG 2010 or comparable form and CG 2037 for Products/Completed Operations must be attached.
5. Your policy must be endorsed as follows: This policy shall be primary and not contributing with any other insurance in effect for the Additional Insureds shown in #4 above and include a Waiver of Subrogation in favor of *REBUILDING TOGETHER NEW ORLEANS, INC.* and REBUILDING TOGETHER, INC.
6. Policy to be endorsed to state THIRTY (30) days prior written notice of cancellation to be given to REBUILDING TOGETHER NEW ORLEANS, INC and REBUILDING TOGETHER, INC

All Certificates & Endorsements are to be addressed and sent to the following:

REBUILDING TOGETHER NEW ORLEANS, INC.
2801 Marais St.
New Orleans, LA 70117.

