

## YAZOO RESTORATIONS, LLC

7611 Maple Street Suite 103C

New Orleans, LA 70118

(504) 899-4130

Louisiana Residential Building Contractor License: 881232

### CONTRACT FOR SERVICES

DATE: August 23, 2022

Name: Coliseum Realty LLC

Phone #: 504-919-3206

Address: 2309 Coliseum St. New Orleans, LA 70130

Email: [bethwooldridge@yahoo.com](mailto:bethwooldridge@yahoo.com)

Subject Property Address: 2309 Coliseum St. New Orleans, LA 70130

We hereby propose and agree to perform the following work described herewith and priced as set forth below, once agreed upon, in accordance with the terms and conditions set forth below. (Until such time as this proposal is accepted, it is an estimate only, not a contract for services and is based on our evaluation after a visible inspection. Furthermore, this contract does not include material price increases or additional labor or materials which may be required should unforeseen problems arise after the work has started. It also does not include the price of materials not specifically listed and described below.

<u>Item</u>	<u>Description</u>
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1. Perform all of the work itemized on the estimate attached hereto and made a part hereof dated

#### SPECIFIC EXCLUSIONS

1. Unless specifically included, this proposal does not include the purchase of kitchen, laundry and/or bathroom appliances and fixtures and/or the return, repair, restocking fees and additional installation or removal charges, if any, for any manufactured product determined or found to be faulty and that is returned as defective or damaged.
2. This proposal does not include the repair or replacement of hidden wood rot, discoverable only after work has commenced. Repair or replacement of same to be done on a time and material basis.
3. Unless specifically included, this proposal does not include the repair or replacement of existing galvanized or cast iron pipes that may become compromised during renovation and may cause water leaks resulting in damage to areas along the pipe route. Yazoo always recommends replacement of aging and obsolete plumbing materials and cannot be held liable for possible leaks arising from normal disturbances occurring to plumbing fixtures and plumbing connections during the course and scope of Yazoo's normal work manner.
4. This proposal does not include caulking and painting of cracked woodwork or plaster seams due to temperature changes/pre-existing conditions. This work to be done on time and material basis.
5. Coordination of owner provided materials: tile, cabinets, appliances, plumbing fixtures, and electrical fixtures are subject to a fee associated with delivery, pick up and/or installation of these items.

6. Owners are responsible for moving of furniture, appliances, closet contents and personal items before work commences unless otherwise noted in estimate. Yazoo Restorations is not responsible for items above when left on jobsite.
7. Doors needing to be cut and/or planed due to natural wood expansion and contraction to be done on time and material basis.
8. Specialty tile and natural stone(Concrete Tile, mosaics,etc) purchased by homeowners may be subject to additional installation or removal charges; for any product determined or found to be faulty, defective or damaged.
9. Knob and tube electrical wiring found during renovations is strongly recommended to be replaced. Knob and tube replacement by electrical subcontractor is to be done on a time and material basis unless otherwise stated in the estimate. This process also requires significant opening of walls and ceilings which must be patched to match existing plaster/drywall.
10. Cast iron bathtubs may require Kid Gloves or local moving company to get into proposed space. Estimates will be passed along to homeowners for approval.
11. Shimming of walls, floors and millwork are to be done on time and material basis unless specifically listed as a line item in attached estimate.
12. Existing plaster walls and ceilings may differ in texture from new drywall texture. If it is the homeowners desire to have smooth walls or level 5 walls, this will need to be specified in the scope of work or plans prior to work commencing. Typically, the texture of the plaster is matched as closely as possible.

**Total cost to complete the above described work is: \$201,663.60 WITH A CREDIT OR DEBIT TO BE ISSUED UPON RECEIPT OF ACTUAL COST OF GOODS SOLD AND ACTUAL COST OF SUBCONTRACTOR BILLS PAID. FEE TO BE PAID AS FOLLOWS: Cost Plus 20%**

All work will be performed in a professional manner and will conform to all common building practices. Unless specifically listed, this proposal does not include HDLC fees, plan review fees, architectural drawings, engineering drawings or engineering consultation, equipment rentals or any additional work not listed above. This estimate is all inclusive and will not be piecemealed out by individual job items.

#### **PAYMENT TERMS**

**MONTHLY PROGRESS INVOICES DUE WITHIN 5 DAYS OF ISSUE, FINAL BILL DUE 30 DAYS AFTER COMPLETION OR AS OTHERWISE STATED ABOVE.**

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be billed on a time and material basis. All agreements are contingent upon strikes, accidents, hurricanes, supply chain issues and delays beyond our control. Owner to carry builder's risk and property insurance, including coverage against fire, storm, vandalism, theft and other perils upon the entire work. We carry general liability and workmen's comp insurance.

Prices based on acceptance within 20 days of quotation. Balance unpaid after 30 days from due date is subject to a late payment charge of one and a half percent per month, or maximum allowed by law, if different, together with expenses incidental to collection, including reasonable attorney's fees.

#### **PERFORMANCE TERMS & CONDITIONS**

1. **ACCEPTANCE.** Acceptance of this Proposal by Owner shall be acceptance of all terms and conditions recited herein. Upon acceptance, this Proposal shall become a binding contract between **Client** and **Yazoo Restorations, LLC (YR)**. This Proposal and the plans, specifications and other documents, if any, referenced in this Proposal shall constitute the entire agreement between the parties.

2. **Yazoo Restorations, LLC** commits itself to furnishing the material and labor necessary to perform the construction work described herein or in the referenced contract documents. **YR** is not professionally licensed to provide structural engineering, roof consulting, architectural or design services, and this Proposal and Contract should not be construed to provide licensed, professional engineering, consulting, and architectural or design services. **YR relies completely on the written reports of licensed professionals with the exception of decorating concepts relating to paint color choices, tile fixture and plumbing selection with Owners approval.** Additionally, **YR** may suggest and sketch rough layouts and floor plans for Owners conceptual review but relies on licensed Engineers and Architects to provide the final stamped and authorized drawings and plans where required which **YR** implements per the licensed and professional design specifications. **YR** assumes no responsibility for the structural integrity or design of the building during the work described herein or after completion of the work.

3. **PAYMENT.** Owner shall pay the contract sum plus any additional charges for changes or extra work no later than THIRTY (30) days after substantial completion of the work. Owner shall make monthly progress payments to **YR** by or before the fifth (5<sup>th</sup>) day of each month for the value of work completed during the preceding month, plus the amount of materials and equipment suitably stored for use at the Project, and final payment shall be made to **YR** within Thirty (30) days after substantial completion of the work. A delay by the manufacturer in the processing and formal issuance of a manufacturer's guarantee document shall not be a cause to delay the Owner's payment to **YR**.

4. **RIGHT TO STOP WORK.** The failure of Owner to make proper payment to **YR** when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle **YR**, at its discretion, to suspend all work and shipments, including furnishing any guaranty or warranty, until full payment is made or terminate this contract. The time period in which **YR** shall perform the work shall be extended for a period equal to the period during which the work was suspended, and the contract sum to be paid **YR** shall be increased by the amount of **YR's** reasonable costs of shut-down, delay and start-up.

5. **MECHANIC'S LIEN.** Notwithstanding any provision contained in other contract documents, if any, applicable to the Project, **YR** shall be entitled to file a lien or claim on its own behalf in the event that any payment to **YR** is not made as and when provided for by this Proposal.

6. **EXTRA WORK.** Any penetrations through the roofing to be installed by **YR**, removal and/or installation of framing, sub-flooring, ceiling, walls and other works not shown on the plans provided to **YR** prior to submittal of this Proposal shall be considered an order for extra work, and **YR** shall be compensated for labor and material costs incurred by **YR** resulting from such additional work. **YR** will not be responsible for damage to its work caused by other parties, and any repair work necessitated by damage to **YR's** work caused by other parties shall be considered an order for extra work.

7. **ASBESTOS AND TOXIC MATERIALS.** This Proposal and contract is based on the assumption that existing roofing, flashings and other constructions in and on the Owner's premises do not contain asbestos or toxic materials, including but not limited to lead paint, and that the asbestos-containing or toxic materials, including but not limited to lead paint, will not be encountered or disturbed during the course of performing the contracted work. **YR** is not responsible for costs, abatement expenses, claims or damages arising out of the presence, disturbance or removal of asbestos or toxic material, including but not limited to lead paint. In the event that such materials are encountered during the course of the work, **YR** reserves the right to rescind this contract and receive payment for work performed or suspend its work for a reasonable period of time while the Owner engages a firm specializing in the removal and disposal of asbestos or toxic materials or submit a change order and perform the necessary work for additional compensation. In any event, **YR** shall be entitled to reasonable compensation for additional expense incurred as a result of the presence of asbestos-containing or toxic materials, including but not limited to lead paint, at the work site. Furthermore, the Owner, in consideration of **YR** performing the work in this Proposal, agrees to release, indemnify and hold **YR** harmless from and against any and all liability, damages, losses, claims, demands or lawsuits arising out of or relating to the presence of asbestos-containing material or toxic materials, including but not limited to lead paint, at the work site.

8. **WARRANTY.** **YR's** work will be warranted by **YR** in accordance with applicable laws. **YR SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** The acceptance of this Proposal by the Owner signifies his agreement that this warranty shall be and is the exclusive remedy against **YR** for all defects in workmanship

furnished by YR. A manufacturer's warranty shall be furnished to Owner if a manufacturer's warranty is called for on the face of this Proposal and contract. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Owner shall have recourse only against the manufacturer of such material.

9. **BACK CHARGES.** No back charges or claim by the Owner for payment of services rendered or materials and equipment furnished by Owner to YR shall be valid unless previously authorized in writing by YR and unless written invoice therefore is given to YR by Owner during the first ten (10) days of the calendar month, following the month in which the claim originated.

10. **WORKING HOURS.** This Proposal is based upon the performance of all work during YR's regular working hours, and extra charges will be made for all work performed other than during YR's regular working hours, if required by Owner.

11. **DAMAGES AND DELAYS.** After acceptance of this Proposal, YR shall be given a reasonable time in which to commence and complete the work. YR shall not be liable for damages based upon any delay or liquidated damages or penalties resulting from any delay in completion of construction of the Project. YR shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God; accidents, fire, vandalism, federal, or state or local law, regulation or order, strikes jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others. In the event of these occurrences, YR's time for performance under this Proposal shall be extended for a time sufficient to permit completion of the work. Should the customer determine that any of YR's work is subpar or defective, the customer must notify YR immediately but in any case, no later than one month from discovery, and no more than 1 year from the completion of the work despite when the discovery is made, and if it is determined that YR did in fact cause the damage or it is determined that any of YR's work is subpar or defective, the customer shall allow YR sufficient time to correct or repair the work before calling any other contractors to repair or change same. YR will not credit nor pay for any defective, damaged or subpar work without prior notice and without being given sufficient time to repair or reconstruct same on its own, this includes all work that is under warranty.

12. YR shall have no responsibility for the work of others and all framing and masonry pertinent to the work must be erected plumb and straight and in accordance with working details and specifications prepared or approved by YR.

13. YR shall not be required to commence or perform its work until adjacent or underlying areas are ready and acceptable to receive YR's work and sufficient areas are ready to allow continued work until job completion.

14. **All materials** shall be furnished in accordance with the respective manufacturer's published tolerances for color, variation, thickness, size, finish, texture and performance standards. All labor furnished shall be in accordance with acceptable standards in the industry.

15. YR is not responsible for the actual verification of technical specifications of product manufacturers' i.e. R value or ASTM or UL compliance, but rather that the materials used are represented as such by the material manufacturer.

16. During the course of the work, some damage is foreseeable and may occur to owner's property, in particular, the front, back and side lawn and yard area from the delivery of materials and cement and the removal of debris. YR will clean the area that we are working in and dispose of any trash and debris that is a result of the work performed by YR, but will not be responsible for repairing any damage to the property caused by the delivery of material or removal of debris from the property. The price for repairing foreseeable damage to the owner's yard and lawn has not been included in this contract and is the sole responsibility of the owner.

17. I/We hereby accept this contract and have received a copy of same. DATE: \_\_\_\_\_

M Woolridge

Homeowner

Homeowner

Print Name:

Mary Woolridge

Print Name:

Email address:

bethwoolridge@yahoo.com

Email address:

Contact Phone#:

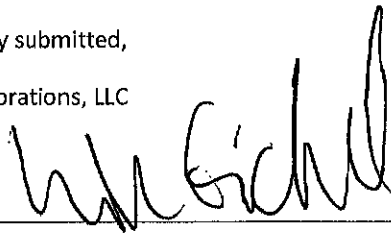
504. 919. 3206

Contact Phone #:

Respectfully submitted,

Yazoo Restorations, LLC

By: \_\_\_\_\_



Date: \_\_\_\_\_

8. 23. 2022.

William Wolf, owner Yazoo Restorations

Will Erickson, owner Yazoo Restorations