

## REMODELING CONTRACT

THIS AGREEMENT, Made as of: 08 / 26 / 2022

Between the Owner: **Aaron Dumont**

And the Contractor: **Monarch Design & Build, LLC**  
**504-881-3028**

For the Project: **2725 Esplanade., New Orleans, LA 70119**

### ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. The Contract documents consist of this agreement, general conditions, construction documents, specifications, allowances, finish schedules, construction draw schedule, information disclosure statement, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties. All documents noted herein shall be provided to the Contractor by the Owner. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement.
- 1.2. Severability: In case any of these provisions be held invalid, such invalidity shall apply only to that provision found invalid. The rest of the provisions in this Contract shall remain effective and enforceable.

### ARTICLE 2. SCOPE OF WORK

- 2.1. The Contractor agrees to remodel the above mentioned Project with the address **2725 Esplanade., New Orleans, LA 70119**; also referred to as Property, according to the Scope of Work agreed to. Any changes, modifications, or adjustments to the Scope of Work after the date of the contract will cause a change order as defined in Article 8 and may result in additional charges.
- 2.2. The Contractor is not responsible and is **held harmless and indemnified** for any work or portion of work performed by any other Contractor or Subcontractor hired by Owner for any other scope of work being done or will be done on the property. In addition, the Contractor is not responsible and is held harmless and indemnified for any work performed by the Owner. In addition, the Contractor is not responsible and is held harmless and indemnified for any materials, tools, etc. stored at the jobsite, and the Owner is expected to have a builder's risk policy in place that covers theft and vandalism of these items.

Initialed by: Owner AD Contractor CB

- 2.3. The Contractor and Owner agree that Contractor will at the request of Owner consult with any other Contractor or Subcontractor only to the point to ensure that the work being performed shall not hinder or compromise Contractor's work or integrity of work.
- 2.4. The Contractor and Owner agree that Contractor shall not be responsible for meeting inspection requirements for any scope of work performed by any other Contractor(s)/Subcontractor(s).
- 2.5. This work performed by The Contractor shall include these documents, which are identified by reference and specifically identified below and hereby made a part of this contract:

2.5.1. Scope of Work

**ARTICLE 3. TIME OF COMPLETION**

- 3.1. The commencement date of the project shall be upon receipt of the building permit and a Notice to Proceed has been issued by the Owner. The completion date of the project shall be 52 weeks after the commencement date. Completion shall be defined as the day the Parish/City Final Inspection has passed if a permit has been issued or when the scope of work has been completed whichever occurs first.
- 3.2. Delays – Delays caused by an action of the Owner (including delays caused by subcontractors hired by Owner to perform work outside of Contractor's Work) shall result in an extension to the contract date by the number of days equal to the delay, with no penalty to either party. If the Owner delays the project by more than 30 days the Contractor shall have the right to charge additional monies for the actual cost associated with the delay (such as project management, insurance, etc.). Force Majeure events, limited to acts of nature, shall also extend the completion date by a number of days equal to the delay, with no penalty to either party.
- 3.3. Contractor shall not be held responsible for any delays in completion due to delays by or incompletion of work performed by any other Contractor(s) or Subcontractor(s) not hired by the Contractor.
- 3.4. In the event the Contractor's work is not completed on or before the completion date as defined in section 3.1 the Contractor is obligated to continue working until the Contractor's work is completed. A penalty of Fifty Dollars and 00/100 (\$50.00) per day shall be credited to the Owner for each day the Contractor's work is not complete after the completion date.
- 3.5. No Work Days: As a company we do not work during Mardi Gras week (Includes the Friday before Mardi Gras through the Wednesday after) and the week between 12/25 & 1/1. As such these dates do not count towards the time of completion. Storm evacuation days or days we are unable to work due to weather also do not count towards the time of completion.

Initialed by: Owner JP Contractor CB

#### ARTICLE 4. THE CONTRACT PRICE

- 4.1. The cost for remodeling the project as specified in the Scope of Work shall be set at the sum of **\$84,689.85 (Eighty Four Thousand Six Hundred Eighty Nine and 85/100 Dollars)**, subject to additions and deductions pursuant to authorized change orders and allowances. The Owner will be responsible for paying any overages based on their selections/allowances or changes to the construction.

#### ARTICLE 5. PROGRESS PAYMENTS

- 5.1. The Owner will make payments to the contractor pursuant to the attached scope of work as work required by said schedule is completed. Owner shall make draw payments to contractor within **5** days after request by contractor.
- 5.2. If payment is not received by the Contractor within **5** days after delivery of payment demand for work satisfactorily completed, contractor shall have the right to stop work or terminate the contract at his option. Termination by Contractor under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination. Termination by Owner under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination.
- 5.3. If payment is not received by the contractor within 5 days after delivery of payment demand for work completed, contractor shall have the right to charge interest up to the maximum allowable amount under state law. This amount shall be in addition to any charges for construction or any other charges. This may also delay ordering of materials and add time to the completion date on the Contract. If payment is not received within 30 days of a Draw Request has been made the Contractor will be able to charge for additional cost incurred from delays on the job.

#### ARTICLE 6. DUTIES OF THE CONTRACTOR

- 6.1. All work shall be in accordance to the provisions of the Scope of Work. All systems installed by the Contractor shall be in good working order.
- 6.2. All work performed by the Contractor under the Scope of Work shall be completed in a workman like manner, and shall comply with all applicable national, state and local building codes and laws.
- 6.3. Contractor shall complete the Contractor's Scope of Work to a "turn-key" condition.
- 6.4. In the event that any claim or materialman's lien is filed for any portion of the work performed by Contractor, and upon satisfactory payment having been made for any portion of the work performed, Contractor shall furnish a full and unconditional release from any claim or materialman's lien for that portion of the work for which payment has been made.

#### ARTICLE 7. OWNER

Initialed by: Owner      Contractor

- 7.1. The Owner will not assume any liability or responsibility, nor have 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.
- 7.2. The Owner shall be responsible for any and all payments to any other Contractor(s) or Subcontractor(s) hired by Owner, and for any materials purchased on their behalf for the work specifically being performed by them.
- 7.3. If stated in the Scope of Work that the Contractor will provide dumpsters the Owner agrees not to put personal trash or other items from sub contractors in the Contractors dumpster.

## ARTICLE 8. CHANGE ORDERS

- 8.1. A Change Order is any change to the original plans and/or specifications. Change orders may impact the total price and add additional time considerations to the project. The cost of each change order will be paid according to the terms of the change order. Additional time needed to complete change orders shall be taken into consideration in the project completion date. One owner's approval is all that is needed to approve a change order with approval being given verbally or through text, email, or any other written form. Both parties including one Owner and the Contractor must agree to any change orders.
- 8.2. Any delays or changes in finish selection schedules will delay the projected completion date and add time to the completion date.

## ARTICLE 9. INSURANCE

- 9.1. The Owner will keep in force a Builder's Risk Insurance Policy on the said property to protect the owner's interest until construction is completed including but not limited to materials, vandalism, fire, wind, etc.
- 9.2. **Workers' Compensation** Contractor shall maintain in full force and effect workers' compensation insurance complying with all statutory requirements, employers' liability insurance), and other employee, work-related accident insurance required by the state where the Project is located. Such insurance shall provide coverage for bodily injury, occupational sickness and disease, and death claims of employees of Contractor.
- 9.3. **General Liability** Contractor shall maintain in full force and affect a policy of general liability insurance with coverage limits of not less than the state minimums. Contractor's general liability insurance shall include contractual liability insurance applicable to its operations under the Contract Documents and shall be maintained without interruption from the commencement of the Work until Completion of the Project. There shall be no endorsement or modification of the commercial general liability insurance, which limits the scope of coverage for liability arising for pollution, explosion, collapse, underground property damage, or employment-related practices.

Initialed by: Owner  Contractor 

- 9.4. No Limitation** By requiring the insurance as set out in this Agreement, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to the Owner Indemnified Parties in this Agreement or any other provision of the Contract Documents.
- 9.5. Builder's Risk** Owner will maintain a Builder's Risk policy on the Property to protect the Owner's Interest in the Property until the Contractor's Work is completed. After Construction, the Owner will purchase and maintain property insurance to the full and insurable value of the project, to protect against weather events, fire, vandalism, malicious mischief or other instances that may occur. If any issues/damages should occur during or after construction the Owner is required to file a claim under their insurance policy before making any claims against the Contractor.
- 9.6. Waiver of Subrogation** All insurance policies required pursuant to this Article XI shall include a waiver of any right of subrogation of the insurers against the Owner Indemnified Parties, and their respective insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy. Contractor and Owner shall waive all rights and shall require their insurers to waive subrogation rights against each other, the Lessor, and their respective Affiliates and subcontractors and the directors, officers, partners, commissioners, officials, agents, subcontractors and employees of each of them for damages covered by property insurance during and after the completion of Contractor's Work.
- 9.7. Additional Insureds** The coverage afforded the Owner Indemnified Parties as additional insureds shall be primary insurance to the extent the claim arises from the negligence or fault of Contractor or its subcontractors. In such cases, if any such additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess and non-contributory basis.
- 9.8.** The Contractor shall purchase and maintain needed Liability insurance coverage as required by law and deemed necessary for his own protection.

## 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.** Contractor may take pictures or videos of the property and work being completed and permission is given by the Owner for the Contractor to use these pictures for marketing and social media purposes. Contractor may also place signage at the Property.

Initialed by: Owner  Contractor 

## **ARTICLE 11. HAZARDOUS MATERIALS, WASTE AND ASBESTOS**

11.1. Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Contractor shall notify the Owner immediately and allow the Owner/Contractor to contract with a properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

## **ARTICLE 12. ARBITRATION OF DISPUTES**

12.1. 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 13. WARRANTY**

13.1. Contractor guarantees quality of Contractor's Work for one year, beginning at the time the Final Inspection has been passed (not to exceed a maximum of 18 months from the time of the final draw request). This warranty is assignable to Owner's heirs and assigns. Any rework or repairs needed at the property address due to quality of work, or faulty materials, shall be repaired at no cost to Owner or its heirs and assigns. The warranty shall cover all work performed (unless otherwise specified in the Scope of Work or elsewhere) to the Property by the Contractor and its subcontractors working under the Contractor but does not include any work that the Owner sub-contracted out to others. Owner shall give the Contractor the opportunity to correct any warranty items.

## **ARTICLE 14. TERMINATION OF THE CONTRACT**

14.1. Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:

14.1.1. If the Owner or the Contractor shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee. In the case of a defaulting Owner, the Earnest money herein mentioned shall be applied to the legally ascertained damages.

14.1.2. In the event of a default by the Owner or Contractor, the non-defaulting party may state his intention to comply with the contract and proceed for specific performance.

Initialed by: Owner  Contractor 

**14.1.3.** In the case of a defaulting Owner, the Contractor may make claim to the Owner for all work executed and for proven loss with respect to equipment, materials, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the property.

**ARTICLE 15. ATTORNEY FEES**

**15.1.** In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

**ARTICLE 16. ACCEPTANCE AND OCCUPANCY**

**16.1.** 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.

**16.2.** The Contractor will make reasonable accommodations to limit the dust and debris from the work being completed but all dust can not be contained.

**16.3.** The Owner shall not occupy the Property until full payment of the contract price defined in 4.1 and any change orders has been received by the Contractor.

**16.4.** Occupancy of the Project by the Owner in violation of Article 16.3, shall constitute unconditional acceptance of the Project and a waiver of any defects or uncompleted work. Unless otherwise agreed to by all parties in writing.

**SIGNED** on;

*Craig Brouillette*

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Craig Brouillette for  
Monarch Design & Build, LLC  
Contractor

*[Handwritten Signature]*

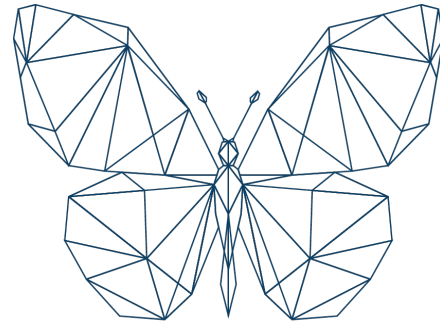
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Owner Signature  
Aaron Dumont

Initialed by: Owner *AD* Contractor *CB*

# 2725 Esplanade Ave Siding

Monarch Design & Build, LLC

Residential License # 884693  
Commercial License # 63169  
504-881-3028



**MONARCH**

Address: 2725 Esplanade Ave., New Orleans, LA 70119  
Client: Aaron & Michelle Dumont  
Quote Date: 8/11/22  
Total SF: NA  
Work Area SF: NA  
Days To Complete: 8

Quote is good for 7 days from the date of the quote

Construction		NOTES	Estimate
C-01	Permitting		\$ -
C-01.02		Building Permit	\$ -
C-02	General Construction Items		\$ -
C-02.01	Apartment Work		\$ -
C-02.02		Siding Demo	\$ 1,748.00
C-02.03		Siding Labor	\$ 18,947.00
C-02.04		Siding Materials	\$ 13,066.34
C-02.05		Exterior Painting	\$ 30,805.00
C-02.06		Sheathing Labor	\$ 6,168.00
C-02.07		Sheathing Materials	\$ 1,914.51
C-02.08		Gutters	\$ 9,730.00
C-02.09		Miscellaneous	\$ 2,311.00
C-02.15	Optional Items		\$ -
C-02.16		Insulation	\$ -
C-02.17		Pest Spray	\$ -
			\$ -
		PAID TO CONTRACTOR	\$ 84,689.85
		PAID TO OTHERS	\$ -
		TOTAL	\$ 84,689.85

Quote is good for 7 days. All checks payable to Monarch Design & Build.

Aaron Dumont  
Owner

Contractor



<b>TITLE</b>	Siding Contract for permitting
<b>FILE NAME</b>	2725 Esplanade Contract.doc and 1 other
<b>DOCUMENT ID</b>	b227752bf2423dab5d2ce6fd55d38e10441b5b4b
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

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## Document History



SENT

**08 / 26 / 2022**

17:01:35 UTC

Sent for signature to Aaron Dumont (adumont2@tulane.edu) from craig@nolahousing.com  
IP: 107.77.199.6



VIEWED

**08 / 26 / 2022**

17:02:06 UTC

Viewed by Aaron Dumont (adumont2@tulane.edu)  
IP: 129.81.94.234



SIGNED

**08 / 26 / 2022**

17:11:20 UTC

Signed by Aaron Dumont (adumont2@tulane.edu)  
IP: 129.81.94.234



COMPLETED

**08 / 26 / 2022**

17:11:20 UTC

The document has been completed.