

**SMALL CONSTRUCTION GROUP
AND
The Bennett Realty Group, LLC
GENERAL CONTRACTOR AGREEMENT**

THIS AGREEMENT made this 29 Day of August 2022, by and between the Owners, The Bennett Realty Group LLC, of the property at 2111 Westbend Prkwy Unit 229 (hereinafter, referred to as Owner) and Small Construction Group, LLC, La. State License # 56642, 4300 S I-10 Service Rd, Suite 103 T, Metairie, La. 70001 (hereinafter, referred to as SCG).

WITNESSETH, that the Owner and SCG for the consideration named herein agree as follows:

ARTICLE 1. SCOPE OF THE WORK

SCG shall contract to furnish all the materials and perform all the work outlined in Exhibit A, as it pertains to work to be performed on property located at: 2111 Westbend Prkwy Unit 229,

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or after 9-12-22, and shall be substantially completed on or before 11-30-22. Contractor timeframe is guaranteed pertaining to all Material and Labor under Contractor control. If any Owner Provided material delays progress, Contractor cannot be held liable.

ARTICLE 3. THE CONTRACT PRICE

Owners shall pay SCG for the construction material and labor costs to be performed under the contract in the lump sum amount of \$51,100, Fifty-One Thousand, One Hundred Dollars.
In accordance with the attached Pay Schedule of Values.

ARTICLE 4. PROGRESS PAYMENTS

It is the understanding of SCG, payment of the contract shall be paid in the following manner: Reimbursements will be paid based upon the percentage of the scope of work completed, requested, inspected, and approved by the Owner within 7 days upon receipt of invoice. Before the project can start, SCG requires a 5% retainer fee.

ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. SCG may at its discretion engage sub-contractors to perform work hereunder, provided SCG shall fully pay said sub-contractors and in all instances remain responsible for the proper completion of this Contract.
4. All Sub-Contractors will be fully insured.
5. SCG shall furnish Owners appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

6. All change orders shall be in writing and signed by both Owner and SCG and become part of the main contract titled Addenda.
7. All material and labor will be covered by the Contractor.
8. SCG warrants it is adequately insured for injury to its employees, volunteers and others incurring loss or injury as a result of the acts of negligence of its representatives, or its employees and sub-contractors.
9. SCG shall obtain all permits necessary for the work to be performed, and invoice for said cost under MOBILIZATION.
10. SCG agrees to remove all debris and leave the premises in broom clean condition.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
12. SCG shall not be liable for any delay due to circumstances beyond its control including Army Corp of Engineers imposed construction moratorium due to rising river levels, government mandated disaster evacuations, strikes, casualty or general unavailability of materials or delays in receiving materials provided by Owners.
13. SCG and its sub-contractors will provide a one (1) year warranty that the construction work was performed in compliance with the laws of the State of Louisiana, and that the property is free from any defect due to non-compliance with building codes and standards. This one (1) year warranty is effective from the date of the Owner's acceptance of all the work included in the Scope of Work. The contractor and subcontractors will also provide a one (1) year warranty on all electrical, heating, cooling, ventilation and plumbing systems that may have been installed, repaired, or otherwise worked on during course of construction.
14. Certificates of Insurance shall be issued in the following names:
15. SCG shall issue a Certificate of Occupancy to the Owner, which shall release any remaining retainage.
16. All checks should be made payable to SCG, or Small Construction Group.

Signed this 29 day of August 2022



The Bennett Realty Group, LLC



Torrance Small
Representative, Small Construction Group

8-29-22

Date

8/29/22

Date

Witness

Date

Witness

Date

**ATTACHMENT A
DRAW SCHEDULE
TO STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

Property 2111 Westbend Prkwy, Unit 229

- Interior Carpentry..... \$9,000.00
 - Trim out
 - Install Interior Doors
 - Baseboards
 - Shoe Molding
 - Window Installation
 - Mirrors
 - Shelving
 - Hardware

- Insulation..... \$2,100.00
 - Roof Insulation shall be R-30
 - Exterior walls shall be R-13

- Drywall..... \$10,000.00
 - Hang, Tape and Float
 - Light Texture Walls

- Painting..... \$7,500.00
 - Prime and Paint Interior
 - Waterproof Exterior and Paint

- Cabinets and Millwork..... \$2,000.00
 - Kitchen Cabinets
 - Bathroom Cabinets
 - Laminated Counter Tops

- Plumbing..... \$7,500.00
 - Purchase Toilets and Sinks
 - Purchase plumbing Fixtures
 - Install all water lines and valves
 - Set all plumbing fixtures

- Electrical.....\$7,500.00
 - All Electrical Wiring
 - Receptacles
 - Panel Board
 - Main Service Meter Pan
 - All Lighting
 - Smoke Detectors
 - Ceiling Fans
 - Electrical fixtures
- Contractor General Conditions.....\$5,500.00
 - Permits
 - General Liability Insurance
 - Taxes
 - Overhead
 - Jobsite Equipment and Tools
 - Workman Compensation Insurance
 - Finale cleaning
 - Temporary utility pole
 - Trash haul