FROM THE DESK OF

AJEB CONSTRUCTS LLC

This Contract entered into as of the date: September $\underline{9/10/2022}_{022}$

Jason Blankenship, owner AJEB CONSTRUCTS LLC 2522 Lavender St New Orleans, LA 70122

This document is a contractual agreement between the Home Owner, <u>Amber Kimbro</u> of the home or real property located at the address, <u>722 Congress St. New Orleans</u>, <u>LA 70117</u>, and the Louisiana licensed/insured residential Contractor, AJEB CONSTRUCTS LLC; owned and operated by Jason Edward Blankenship. The Contractor license number is 886701. This Contract is for the following Project:

- Structural renovation work less than fifty percent (50%) of the building value of the home located at 722 Congress St. New Orleans, LA, 70122.

The Owner and Contractor agree as follows.

ARTICLE 1 INFORMATION UPON WHICH THE AGREEMENT IS BASED

§ 1.1 The Contract Documents.

The Contractor shall complete the work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications, dated 09 SEPT. 2022, and enumerated as follows:

Drawings:

- 1.0 TITLE
- 1.1 GEN. INFO
- 1.8 SURVEY & ELEVATION
- 1.10 EXISTING CONDITIONS/ SITE PLAN
- 1.11 EXIST. CONDITIONS/ ELEVATIONS
- 2.1 FLOOR PLANS
- 3.1 DOOR, WINDOW, & FINISH SCHEDULES
- 3.2 CABINET SCHEDULE
- 5.1 EXTERIOR ELEVATIONS
- 6.1 SECTION-ELEVATIONS
- 6.2 SECTION-ELEVATIONS

- 6.3 ROOM ELEVATIONS
- 6.4 ROOM ELEVATIONS
- 6.5 ROOM ELEVATIONS
- 6.6 ROOM ELEVATIONS
- 10.1 REFLECTED CEILING PLAN & PLUMBING RISER
- H HDLC WINDOW DETAIL

Specifications:

- 1.2 SPECIFICATIONS & SELECT EQUIPMENT
- **S2.10 STRUCTURAL NOTES**
- .3 written orders for changes in the work, pursuant to Article 6, issued after execution of this Agreement.
- .4 exhibit, "E"

§ 1.2 Statutory Requirements:

The Contractor shall provide certificates of insurance evidencing the amount of liability insurance and proof of workers' compensation coverage.

The Contractor agrees to pay all subcontractors and suppliers within 14 days of receipt of payment from the Owner.

§ 1.3 Special Owner Requirements:

The Owner requires that their personal belongings stored in the home during the course of the Work be kept isolated from the Work in general. If the Work requires the movement, storage, or relocation of the Owner's personal belongings to maintain isolation, then the Owner grants unlimited rights to the Contractor to act to provide security to the items at the Owner's expense. These unlimited rights do not require any particular act or create any explicit burden on the Contractor to act. The Owner acknowledges that no guarantee of the security of these items can be reasonably assured by the Contractor, given the nature of the Work of this Contract.

§ 1.4 Additional requirements upon which the Agreement is based:

The existing conditions of the public way (Congress Street), currently, in front of the Project site are such that certain equipment and vehicles may be barred from normal use of or access to the Project site. Third parties have placed signage and obstacles to parking and regular use of the street, and the grade of the street has been adversely impacted by these activities. The Contractor agrees to act in a manner that reduces this impact on the Work. The Contractor can not reasonably track or chart the progress or acts of others affecting the public way and therefore does not guarantee any action that requires direct access to the Project site from upon the adjacent public way.

HVAC:	TBD			
Plumbing:	TBD			
Electrical:	TBD			

ARTICLE 2 CONTRACT TIME

- § 2.1 The work shall commence within ten (10) days of the issuance of the Building Permit by the Authorities Having Jurisdiction, and shall be completed on or by one hundred eighty (180) days from the date of commencement. These dates are subject to adjustments as provided in the Contract Documents.
- § 2.2 If the Contractor is delayed at any time in the commencement or progress of the work by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, discovery of hazardous materials, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 3 CONTRACT SUM AND PAYMENTS

§ 3.1 The Owner shall pay the Contractor for the work in accordance with the schedule below:

Basis Period

Labor and Materials including Taxes plus Contractor Fee estimate (\$153,737) Monthly

The value of work to be performed has been estimated in advance of the performance of the work. The estimate is based on a material markup of twelve (12) percent of purchase cost including tax, up to an estimated materials cost including markup of sixty thousand two hundred seventy three dollars (\$60,273); and a labor value up to ninety three thousand four hundred sixty four dollars (\$93,464). The total value of the work to be performed has been estimated to be approximately one hundred fifty three thousand seven hundred thirty seven dollars (\$153,737). The time for performance of work has been estimated at one hundred and eighty (180) days or two thousand one hundred seventy six (2,176) hours. Any time required in excess of the estimated time for performance shall be billed at a rate based on labor cost and availability and a Contractor markup of

twelve percent (12%). The Contractor does not guarantee time for delivery of materials from third party vendors, owing to supply chain factors beyond the Contractor's control.

An initial payment is due immediately upon the commencement of work. This initial payment shall be ten thousand dollars (\$10,000). Subsequent payments shall be for the amount of work performed (including labor, materials, taxes, and fees) according to the schedule of work to be incorporated into this Agreement as an amendment prior to commencement of the work. Payments are due upon receipt of a monthly invoice, and are considered late 14 days from the date of the invoice. Interest and fees will be charged on unpaid balances in amounts necessary to recover all penalties, interest, and fees assessed against the Contractor on invoiced, contract-related, expenses.

§ 3.2 The Owner shall make payments to the Contractor not later than fourteen (14) days after the Contractor notifies the Owner in writing that a payment is due.

§ 3.3 Allowances:

The cost of construction shall be considered as an estimate, exhibiting budgeted allowances to be applied toward the aspects of the Work. The final cost of construction may be less than or greater than the estimate. Refer to the estimate, dated <u>September 09, 2022</u>; attached as exhibit, "E."

- § 3.4 Contractor's assumption, exclusions and clarifications:
- Items, materials, and labor that are found to be necessary through the course of Work are considered a legitimate basis for billing and payments in accordance with Article 3.
- The Contractor assumes that no more than fifteen percent (15%), of the home's exterior wood siding components are to be replaced. Greater replacements are excluded, and shall incur additional expenses.
- The Contractor assumes no more than three (3), sixteen (16) foot long sill beams are to be replaced. Greater replacements are excluded, and shall incur additional expenses.
- The Contractor assumes there is no greater than fifteen percent (15 %) damage to the structural frame of the home. Greater replacements are excluded, and shall incur additional expenses.
- The Contractor assumes there is no requirement for extensive tear out or replacement of existing gypsum wall board finishes at the interior of the home. Areas of wall board directly adjacent to windows and doors, and wherever new plumbing or electrical components must be installed are included in the Work. Greater replacements are excluded, and shall incur additional expenses.
- The Contractor assumes there is no requirement for complete tear out and replacement of the electrical and plumbing systems, per on-site consultations with sub contractors. If complete tear out or replacement is found to be necessary, then such shall incur additional expenses.

ARTICLE 4 INSURANCE

- § 4.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of work as set forth in Section 7., subject to the terms and conditions set forth in this Section 4.1:
- § 4.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) general aggregate, and two million dollars (\$2,000,000) aggregate for products-completed operations hazard.

- § 4.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than twenty-five thousand dollars (\$25,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
- § 4.1.3 Workers' Compensation at statutory limits.
- § 4.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under section 4.1.1 and 4.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The Excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 4.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance sufficient to cover the replacement value of the Owner's property that might be damaged or destroyed and that is not otherwise covered by the Contractor's insurance. The options are either 1) terminate the contract (less the amount(s) owed to the Contractor and others) or 2) to issue a change order and the Contractor is compensated for reconstructing a damaged or destroyed work.
- § 4.3 Prior to commencement of the work, each party shall provide certificates of insurance showing their respective coverages.
- § 4.4 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against each other, for damages caused by fire or other causes of loss to the extent those losses are covered by the Owner's or Contractor's property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 5 GENERAL REQUIREMENTS OF THE WORK OF THE CONTRACT

- §5.1 The Contractor shall perform the work in accordance with the Contract Documents.
- § 5.2 The Contractor shall perform the work in compliance with applicable licensing requirements, laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities; property or site covenants, conditions, and restrictions. If the Contractor performs work contrary to any of the foregoing, the Contractor shall assume responsibility for such work and shall bear the costs attributable to correction.
- § 5.3 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, and other persons or entities, performing portions of the work for, or on behalf of, the Contractor or any of its subcontractors and consultants.
- § 5.4 The Contractor, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of government authorities having jurisdiction over the Project.
- § 5.5 The Contractor shall prepare a schedule for Owner's selections of products and materials, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld.
- § 5.6 The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Contractor's work.

§ 5.7 Labor and Materials

§ 5.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the work; and shall pay as a service any sales, consumer, use, and similar taxes upon purchase from suppliers or retailers to be reimbursed by the Owner with addition of the Contractor's fee.

§ 5.7.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.8 Warranty

In addition to any warranty provided by statute, the Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the work will be free from defects not inherent in the quality required or permitted; and (3) the work will conform to the requirements of. The Contract Documents. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.2.1.

§ 5.9 Permits, Fees, and Notices

The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the work. The Contractor shall provide the Owner with copies of all permits, licenses, and inspection approvals. The Owner shall reimburse the Contractor for permits and fees imposed by the jurisdiction that are specific to the execution of the Work of the Project.

§ 5.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by laws, ordinances, permits, and the Contract Documents, and in compliance with Section 1.3. The Contractor shall not unreasonably encumber the site with materials or equipment.

§ 5.11 Cutting, Patching, and Matching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the work or to make its parts fit together properly. Where applicable, the Contractor shall be responsible for matching the quality, performance capacity, and finish of existing adjacent structure or finishes.

§ 5.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the work. At the completion of the work, the Contractor shall remove its tools, construction equipment, machines and surplus material; and shall properly dispose of waste materials.

§ 5.13 Tests and Inspections

At the appropriate times, the Contractor shall arrange for, and bear the cost of tests, inspections, and approvals, of portions of the work, required by the Contract Documents or by lawful requirements of public authorities. If the Owner requires additional testing, the Contractor shall arrange for the performance of those tests and the Owner shall pay for them, except as provided in Section 7.2.

ARTICLE 6 CHANGES IN THE WORK

- § 6.1 The Owner and the Contractor may agree in writing upon changes in the work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.
- § 6.2 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 7 REJECTION AND CORRECTION OF WORK

- § 7.1 The Owner may reject work that does not conform to the Contract Documents and may require inspection or testing of the work. If the Contract Documents reference a standard of performance or quality of the work ,failure to meet the standard shall be considered to be non-conforming work.
- § 7.2 The Contractor shall promptly correct work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such work, including the costs of uncovering, replacement, and additional testing.
- § 7.3 In addition to the Contractor's other obligations, including warranties under the Contract, the Contractor shall, for a period of one year after Completion, correct work not conforming to the requirements of the Contract Documents.

ARTICLE 8 OWNER RESPONSIBILITIES

- § 8.1 The Owner shall furnish information about property or site covenants, conditions, restrictions; Homeowner's Association requirements; any other special characteristics or requirements of the Project; and necessary surveys if identified by the Contractor. The Owner shall promptly obtain easements, zoning variances, or other legal authorizations where required for the Project.
- § 8.2 The Owner shall provide decisions and furnish required information as expeditiously as necessary for he orderly progress of the Project. The Contractor shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Contractor that are reasonably required for the Project.

ARTICLE 9 PAYMENT REQUIREMENTS AND COMPLETION

§ 9.1 Payment Requirements

- § 9.1.1 The Contractor warrants that title to all work for which payment is due in accordance with the schedule set forth in Article 3, will pass to the Owner no later than the time of the payment. The Contractor further warrants that all work for which payments have been received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.
- § 9.1.2 Upon receipt of payment from the Owner, the Contractor shall promptly pay each consultant, subcontractor, and supplier any amount owed in accordance with the terms of the applicable contracts and purchase orders. The Owner shall have no responsibility for payments to a consultant, subcontractor, or supplier, except as otherwise may be required by law.

§ 9.1.3 A payment, or partial or entire use of occupancy of the Project by the Owner, shall not constitute acceptance of work not in accordance with the requirements of the Contract Documents.

§ 9.2 Completion and Final Payment

- § 9.2.1 When the Contractor consider that the work is sufficiently complete for the Owner to use the work for its intended purpose, warranties required by the Contract Documents shall commence and the Contractor shall prepare and submit to the Owner a list of items to be completed or corrected prior to the final payment. The Owner will make an inspection to determine if there are any additional items to be completed or corrected that are not on the Contractor's list. After the parties agree upon the list, the Contractor shall promptly complete or correct all items on the agreed upon list.
- § 9.2.2 Upon receipt of notice from the Contractor that the final payment is due, the Owner will inspect the work. When the Owner finds the work acceptable and the Contract fully performed, the Owner will make final payment to the Contractor. Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens or other claims for payment by any subcontractor or supplier of any tier, and data or documentation establishing payments or satisfaction of obligations, Claims, security interests or encumbrances arising out of the Contract.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss, to employees on the work, the work and materials and equipment to the incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

§ 10.2 Hazardous Materials

The Contractor is responsible for compliance with any jurisdictional requirements regarding hazardous materials. If remediation of a hazardous materials condition is required, the Owner shall be responsible for the cost of remediation. If the Contractor has to stop the work for remediation of a hazardous materials condition, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

ARTICLE 11 TERMINATION OF THE CONTRACT

§ 11.1 Termination by the Contractor

If, through no fault of the Contractor, the Owner fails to make payment as provided in Article 3, the Contractor may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 11.2 Termination by the Owner

- § 11.2.1 The Owner may terminate the Contract if the Contractor is in substantial breach of a provision of the Contract Documents.
- § 11.2.2 If the unpaid balance of the Contract Sum exceeds costs of finishing the work, such excess shall be shared equally between the Owner and the Contractor. If such costs exceed the unpaid balance, the Owner

and the Contractor shall each pay the difference in equal amounts. This obligation for payment shall survive termination of the Contract.

ARTICLE 12 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 13 SCOPE OF THIS AGREEMENT

§ 13.1 This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

§ 13.1 This Contract is comprised the following documents: Section 1, The Contract Documents, Exhibit E, and all amendments or revisions provided hereafter during the course of the Work.

ARTICLE 14 OTHER TERMS AND CONDITIONS

The Owner agrees wholly and unconditionally that the Architect is disassociated from the Contractor for all intents and purposes, and that the Architect will NOT furnish any construction management, labor, or supervisory activity during the course of construction.

The Owner agrees wholly and unconditionally that the Contractor is disassociated from the Architect for all intents and purposes, and that the Contractor will NOT furnish any architectural professional services.

The Owner is fully aware, and accepts, that the Architect and the Contractor are managed by the same individual, Jason Edward Blankenship, as separate/independent entities.

The Owner is fully aware, and accepts, that the activities of the Architect and Contractor separately/independently generate revenue for the same individual.

The Owner requires that the Architect and Contractor, perform their respective duties with a focus toward reducing any appearance of a conflict of interest.

Both parties agree that a contingency amount of fifty-five percent (55%) of the Contract Sum and Allowances is available for immediate implementation at the determination of the Contractor.

The Contractor shall seek NO additional financial gain from the Owner outside the Work necessary to construct this project according to the Contract Documents.

The parties further agree to settle any/all disagreements through mediation, if disagreements cannot be resolved amicably between the two parties.

resolved afficably between the two parties.	
Jam Blandershy	SEPTEMBER 09, 2022
Jason Blankenship, Owner, AJEB CONSTRUCTS LLC	Date
	9/10/2022
Amber Kimbro, Owner	Date

FROM THE DESK OF

AJEB CONSTRUCTS LLC

This estimate, "Exhibit E," is presented as of the date: September 09, 2022

Jason Blankenship, owner AJEB CONSTRUCTS LLC 2522 Lavender St New Orleans, LA 70122

This document contains an estimate for the cost of the work described herein and prepared for the Home Owner, Amber Kimbro of the home or real property located at the address, 722 Congress St. New Orleans, LA 70117. The estimate has been prepared by the Louisiana licensed and insured residential Contractor, AJEB CONSTRUCTS LLC; owned and operated by Jason Edward Blankenship. The Contractor license number is 886701. The estimate amount is: one hundred fifty three thousand seven hundred thirty seven dollars (\$153,737)

The estimate includes the following (subtotals and fees do not necessarily equal the sums, owing to external factors):

The estimate includes the following (subtotals and fees do not necessarily equal the sums, owing to external factors):	
- General yard upkeep over course of the work (sub): \$700 (1 ppl 2 hours/week)	
- General startup/breakdown/site prep/cleanup over course of the work: \$3,200	
- Total cleanout incl. disposal fees: \$3,000 (3 ppl 1 d)	
- Repoint brick piers (as need) and replace up to 3 sill beams: \$5,060 (3 ppl 5.5 d)	
- Gutter cleanout and inspection: \$615 (2 ppl 1 d)	
- Repair exterior siding (approximately 15%) and paint prep: \$9,204 (2.5 ppl 12 d)	
- Install floor protection throughout necessary areas: \$615 (2 ppl 1 d)	
- Interior general demolition: \$3,680 (3 ppl 4 d)	
- Careful removal, mark, stow exist. interior doors/casing to be reused: \$920 (3 ppl 1 d)	
- General repair framing: \$5,525 (3 ppl 6 d)	
- Collar ties and attic framing repairs: \$1,227 (2 ppl 2 d)	
- Master bathroom gut and construct new layout: \$2,760 (3 ppl 3 d)	
- Repair and clean deck: \$1,840 (2 ppl 3 d)	
- Rehang interior doors including custom items: \$3,680 (3 ppl 4 d)	
- Moving interior furnishings throughout work: \$1,840 (3 ppl 2 d)	
- Loose fill attic insulation: \$2,970 (3 ppl 2.5 d)	

Floor refinishing throughout: \$7,363 (3 ppl 8 d)

Front facade restoration: \$7,977 (2 ppl 13 d)

Floor insul. prep/fasten decoup. membrane: \$920 (1ppl 3 d)

Closed cell foam beneath floor: \$5,000 (sub incl. material)

Standing Seam Metal Roof, Gutter, Downspout over Adhered Membrane: \$7,500

Interior trim-out: \$7,363 (3 ppl 7 d)

Tile: \$4,000 (1 ppl 10 d)

SUBTOTAL estimated value of labor hours: 2,176 labor hours at \$38.35 per labor hour = \$83,450

Twelve percent (12%) Contractor Fee = \$10,014

MATERIAL ALLOWANCES:

Sill Beams: \$268

Siding: \$2,378

Collar Ties: \$130

Ceiling Rafter Reinforcement: \$68

Loose Cellulose Insulation: \$492

Gypsum Board: \$890

Joint Compound: \$130

Wall Framing: \$480

Soffit Material: \$327

10 Gal. Exterior Paint: \$198

3 Gal Exterior Accent/Trim Paint: \$66

Assess, Remove, Repair, Reinstall Up to 14 Windows: \$5,600

Craft 3 New Wood Windows: \$3,600

Craft New Wood 3 Panel Door: \$5,000

Recessed 3" LED Ceiling Lights, Controls, Receptacles, Covers, Accessories: \$1,875

Chimney Associated Materials: \$500

Misc. Fasteners: \$800

Misc. Consumables: \$1600

Kitchen Cabinets: \$19,795

Range Hood: \$519

Pot Filler: \$380

Kitchen Sink: \$349

Wall Mounted Toilets: \$1,119

Guest Bath Vanity: \$968

Master Bath Vanity: \$1,575

Master Bath Tub and Filler: \$1,510

Instantaneous Tankless Gas Water Heater: \$999

Master Bath Wall Tiles: \$2,600

Master Bath Floor Tiles: \$1,044

Guest Bath Wall and Floor Tile: \$1,301

Breakfast Area Floor Tile: \$1,067

Tile Backer Board: \$330

Thinset: \$65

SUBTOTAL value of materials = \$48,989

Approximate Taxes = \$4,826

Twelve percent (12%) Contractor Fee = \$6,458

The value of work to be performed has been estimated in advance of the performance of the work. The estimate is based on a contractor fee of twelve percent (12%) of material purchase costs and taxes; on sub contractor costs; and on labor costs. The total value of the work to be performed has been estimated to be one hundred fifty three thousand seven hundred thirty seven dollars (\$153,737). The time for performance of work has been estimated at two thousand one hundred seventy six (2,176) labor hours excluding sub contracted items. Time required in excess of the estimated time for performance shall be billed at a rate of forty three dollars (\$43) per labor hour inclusive of the twelve percent (12%) Contractor Fee. Sub contracted work shall be billed at the sub contractor's rate plus the Contractor's fee. Materials and labor that may become necessary and appropriate to the Work during construction, but which have not been accounted for in this estimate shall be considered additional scope at additional cost, and as such are to be purchased on the same terms as other materials and labor shown in this estimate. Material allowances are provided in this estimate

for the careful consideration of the Home Owner, and cost overruns cannot be reasonably foreseen by the Contractor owing to the nature of this type of renovation. An additional contingency amount of fifty-five percent (55%) of the costs described in this estimate are assumed as a basis for budgeting the Work. The Contractor does not guarantee time for delivery of ordered materials, owing to supply chain factors beyond the Contractor's control. The Contingency amount is intended to allow for variable costs associated with sub contracts, and in consideration of appliances by Owner.

This estimate does not constitute a contract to perform the work, however the document does constitute the up to date estimate of cost of construction for project planning purposes and as the new basis for fees. This estimate supersedes the initial construction budget and previous estimates. This estimate has been prepared at the request of the Home Owner, and upon signing constitutes acceptance of the values as represented.

This document constitutes, "Exhibit E," as referenced in the Agreement, and related to the Contract Documents for the Work of the Project.

Jan Bhondonsif	9/9/2022
Jason Blankenship, Owner, AJEB CONSTRUCTS LLC	Date
	9/10/2022
Amher Kimhro, Home Owner	Date