



Standard Agreement Between Owner and Contractor

A107

For CONSTRUCTION PROJECTS OF LIMITED SCOPE where the
Basis of Payment is Cost-Plus

This document includes General Conditions, A201-L, and should not be used with other general conditions

AGREEMENT:

Made as of 17 August 2022

BETWEEN the Owner(s): Stuart & Kasey Gignilliat

And the Contractor: Taylor Enterprises of Louisiana LLC/TELA Construction

The Project: 10 Wren St. Renovation

The Designer/Planner: Diamond Design Residential Planners

The Owner and Contractor agree as set forth below:

Article 1:

The work of this Contract

1.1 The contractor shall include the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows.

Taylor Enterprises of Louisiana is to complete all work needed to construct:

Interior renovation of second floor, renovation of master/primary bedroom & bathroom, and renovation of home office area

Article 2:

Date of COMMENCEMENT and SUBSTANTIAL COMPLETION:

2.1 The date of commencement is the date from which the Contract Time of Paragraph 2.2 shall be based on the approval of permit by Orleans Parish

2.2 The CONTRACTOR shall achieve SUBSTANTIAL COMPLETION of the entire work no later than 10 December 2022

*****The completion date is subject to adjustments of this Contract Time as provided in the Contract Documents. Contractor is not responsible for delays because of supply chain disruptions, labor shortages, and/or material cost fluctuations due to market volatilities or economic conditions. Contractor is also not responsible for delays or damages caused by acts of God or other force majeure events.**

Article 3:

PROGRESS PAYMENTS AND PAYMENT SCHEDULE

4.1 Based upon monthly Applications for Payment submitted to the Owner, the Owner shall make monthly progress payments on percentage of work completed and/or money owed for T&M work to the Contractor as provided below and elsewhere in the Contract Documents. Contractor will submit invoices and documentation of costs incurred to the Owner on the 20th day of each month that work occurs. Owner is responsible for releasing payment within 14 business days of receipt of Contractor's monthly pay application.

4.2 Documentation required for payment:

Contractor to submit applicable invoices from subcontractors and vendors for labor and materials with monthly pay application to Owner. Contractor to also include billable hours for internal employees as applicable to the project.

Contractor to demonstrate allowed and mutually agreed upon fifteen (15%) mark-up on applicable material purchases and labor provided.

4.3 Payments due and unpaid after 14 days of Owner receipt of payment may allow Contractor to enact a stop work order unless otherwise previously agreed upon in writing with the owner.

Article 4:**Enumeration of Contract Documents**

6.1 The Contract Documents consist of this Agreement, Conditions of the Contract, Drawings, Addenda issued prior to the execution of this Agreement, and other Documents listed here. Except for Modifications issued after executions of this Agreement, the Documents are as follows:

6.2. The Drawings are as follows, and are dated unless a different date is shown below: (Either List the Drawings here or refer to an Exhibit attached to this Agreement)

Project DD-615AA dated 6 June 2022	Pages	Title
Existing 1 st Floor Plan	1	A1.2
Existing 2 nd Floor Plan	1	A1.2
1 st Floor Demo Plan	1	A1.2
2 nd Floor Demo Plan	1	A1.2
1 st Floor Plan	1	A1.2
2 nd Floor Plan	1	A1.2

6.3. Contractor supplied projected master budget sheet

See Appendix I

Article 5:**LICENSE AND ISURANCE REQUIREMENTS**

7.1 Licenses, Permits and Bonds to be supplied and paid by as follows:

Permit to be provided and paid for by Contractor

7.2 Insurance Requirements:

Contractor to provide minimum required by LA State Contractor Licensing Board. Contractor to provide project specific Certificate of Insurance with Owner(s) named as additional insured. Contractor requires Owner to name contractor as additional insured on homeowners' policy

Article 6:**GENERAL CONTRACT PROVISIONS**

Contractor is to include all labor and approved materials, appliances, and services of every kind necessary for proper execution of work. Contractor shall re-execute any work that fails to conform to the requirements of the contract. Contractor will remove all construction debris from the site and leave premises in broom-clean condition. All work shall be completed in a workmanship like manner and in compliance with all codes and other applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to their act or neglect. All Change orders shall be formalized in writing and signed by both parties to this Agreement prior to the commencement of

To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the Owner and their Agent(s) from and against any and all claims, damages, losses, expenses and fees arising out of or resulting from performance of the Contractor's Work, including hazardous materials, Worker's Compensation claims and subrogation. Owner(s) shall name Contractor as additional insured on

homeowners insurance policy. Contractor to provide Owner(s) with Certificate of Insurance demonstrating levels of general liability and workmans compensation with Owner(s) listed as additional insured.

Contractor will submit an updated costs incurred sheet with monthly applications for payment demonstrating the projected costs reflected in the Master Budget Pricing Sheet and actual costs incurred. The Projected Master Budget Pricing Sheet provided to the owner is meant to provide an overview of general expense tracking and is not to be used for firm pricing regarding scope specific items. The Owner must provide written approval for all anticipated costs, including, but not limited to subcontractor quotes or bids, internal costs, materials, or any contingencies for any total dollar amounts greater than those listed on the Projected Master Budget Pricing sheet prior to the commencement of any work relevant to that scope of work or line item.

The Owner reserves the right to stop work and dissolve this agreement at any time. If the Owner terminates or dissolves this agreement in any way, final payment for all documented costs incurred plus applicable mark-ups shall be paid to the Contractor within 14 business days of contract termination or dissolution.

**Article 7:
DISPUTE RESOLUTION**

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Louisiana. Arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in construction arbitration and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

**Article 8:
OWNER PROVIDED MATERIALS & SERVICES**

Owner is to provide the following materials and services for the renovations at 10 Wren St:

- Decorative electrical fixtures
- Plumbing fixtures

This Agreement entered as of the day and year first written above.

DocuSigned by:
OWNER(S)
 Stuart Gignilliat 9/12/2022
 X E4C8A63D1CC54E7...
 Signature

DocuSigned by:
CONTRACTOR:
 Jordan Granier 9/12/2022
 X 096D41F6A5FA43E...
 Signature

Stuart Gignilliat
 X
 Printed Name

Jordan Granier
 X
 Printed Name and Title

DocuSigned by:
 Kasey Gignilliat 9/9/2022
 X F77524ECF3984A5...
 Signature

Kasey Gignilliat
 X
 Printed Name

Appendix I

Description	Projected Total Budget
Supervision/General Conditions	\$ 5,000.00
Demolition	\$ 4,200.00
Saw Cutting/Concrete Backfill	\$ 7,500.00
Wood Framing	\$ 14,405.00
Closet Sheving Allowance	\$ 2,700.00
Trim	\$ 7,600.00
Insulation	\$ 1,852.00
Interior Doors	\$ 4,750.00
Closet Doors	\$ 4,450.00
Drywall	\$ 9,052.00
Paint	\$ 7,000.00
Flooring Budget	\$ 10,983.00
Tile Showers	\$ 7,500.00
Shower Glass Budget	\$ 1,600.00
Vanities with tops allowance	\$ 3,450.00
Plumbing Fixture Allowance	\$ 2,500.00
Plumbing	\$ 6,500.00
Mechanical	\$ 950.00
Electrical	\$ 6,500.00
Decorative Fixtures Allowance	\$ 1,500.00
Contingenices	\$ 5,000.00
Porch Addition Budget	\$ 6,500.00
Sub-Total	
	\$ 121,492.00
GC Admin OH (5%)	\$ 6,074.60
GC Profit (10%)	\$ 12,756.66
TOTAL	\$ 140,323.26
Cost Per SQFT	\$ 138.39