



CONSTRUCTION CONTRACT

Aug 29, 2022

This Construction Contract ("Contract") is made and entered into on this ___ day of _____, 20___, by and between Daniel Askin, (hereinafter designated as the "Owner") and EM Improvements, LLC (license no. 885126), with a business address of 1207 Feliciana Street, New Orleans, LA 70117, (hereinafter designated as the "Contractor").

That the Contractor and the Owner agree and bind and obligate themselves as follows:

Contractor to provide the improvements/remodeling/reconstruction/rehabilitation/repair/replacement hereinafter "the work", in a workmanlike manner and in accordance with the plans and specifications provided or in accordance with the attached Scope of Work exhibit ("Contract Documents"), if any, to the property located at the municipal address of 4123 Marais Street, New Orleans, Louisiana 70117 ("Property").

Owner agrees, binds, and obligates himself/herself to pay Contractor for the work for the sum of \$251,628.00 together with any additional costs including, but not limited to, amounts for change orders and/or overages which includes extra work and escalated costs of materials. All change orders and overages will be communicated in writing by Contractor.

1. Commencement of Construction. Construction will commence once permits are. Substantial completion of the work will be no later than 210 days after commencement of construction. However, this time period may, at Contractor's option, be extended one day for each day of delay, if construction is delayed due to any of the following delays: weather, fire, strikes, material shortages, Acts of God, Owner delays, or other normal variations in the construction process including, but not limited to, the selection, ordering, manufacture, and/or installation of Owner selections. Failure of Contractor to timely complete shall not be considered default if the delay is due to any of the previously enumerates allowable delays. The date of Substantial completion shall be that date when the work is completed sufficiently enough to enable the Owner to occupy, or utilize the work in the manner in which it is intended to be utilized. Contractor will not be held responsible for Orleans Parish Safety and Permit delays outside of the Contractors control. Upon Substantial Completion, the Owner assumes all risks of loss for the Work, and the Contractor shall deliver to the Owner the Certificate of Occupancy. Final Completion shall mean the date on which the Owner receives notice from the Contractor that all portions of the Work, including all items on the Punchlist, have been completed.

2. Owner Obligations. The Owner further agrees and obligates himself/herself to select all allowance items, materials, and colors required in a timely manner. Owner also agrees and obligates himself/herself to obtain all necessary and/or required approvals and/or acknowledgements from any Architectural Board or Committee whose jurisdiction is relevant to the work. Owner further agrees to cooperate with and make every reasonable effort to refrain from hindering Contractor and/or the work. Owner shall allow Contractor and/or employees and/or subcontractors of Contractor to have continuous access to Property upon which the Work is to be performed during the construction period from the hours of 7 o'clock a.m. to 5 o'clock p.m. Owner will provide Contractor and/or his designee with a key and alarm code to the property. However, in the event that Owner temporarily halts the work, Owner assumes any and all liability and responsibility for any and all costs associated with, related to, and/or arising from the work delay including, but not limited to, wages, loss of income, start-up costs, sub-contractor charges, additional trip charges, delayed material delivery charges, and material loss charges, not to exceed \$25,000.00. Owner further understands and agrees that these charges may, at Contractor's option, be deemed and considered to be extra work and be due and payable as extra work in accordance with the payment schedule below upon receipt of documentation from Contractor evidencing the additional costs. The parties agree that Owner will only be allowed in the work area when accompanied by Contractor.

Owner Initials DA

3. Deposit. A Deposit in the amount of \$12,581.40 shall be paid by Owner to Contractor to secure performance of the work on the Property. Absent default of Contractor, Deposit shall be non-refundable and shall be paid upon execution of this Contract.

4. Payments/Draws. The Owner shall make the remaining payments upon request of the Contractor in accordance with the following schedule:

1. \$47,809.32 due upon completion of demo, foundation work, and framing.
2. \$47,809.32 due upon completion of roofing, rough-in plumbing, rough-in electrical, insulation, and siding.
3. \$47,809.32 due upon completion of drywall, trim carpentry, and flooring.
4. \$47,809.32 due upon completion of exterior painting, tile work, and interior painting.
5. \$35,856.99 due upon completion of flooring and cabinetry.

Retainage (5%): \$11,952.33 due upon completion of Punchlist.

The Owner shall make any and all payments to the Contractor within six (6) business days after request is made by Contractor in writing. Punchlist items shall not be deducted from final payment. In the event payments are not made within six (6) days of receipt of request from Contractor, Owner shall be considered in default and owe to the Contractor, the unpaid balance, together with interest from the date payment is due until paid, at a rate of twelve percent (12%) annually, plus any and all cost of collection, including but not limited to reasonable attorney's fees, expert witness fees, costs of depositions, filing fees and other court costs.

5. Partial Draw. In the event Contractor has substantially performed the work necessary to make a particular stage draw as listed above, but one or more items have not been completed due to circumstances beyond Contractor's control which have been explained in writing to the Owner, then Contractor shall be entitled to a partial draw in an amount equal to the percentage of such stage completed by Contractor.

6. Change Orders. Owner and Contractor hereby agree that changes or overages to the work shall be in writing and agreed upon by both the Owner and the Contractor. Owner further understands and agrees that Contractor is neither responsible nor liable for any costs arising from communication and/or miscommunication of the Owner's instructions to Contractor's employees, sub-contractors, representatives, and the like and that Owner is responsible for Contractor's costs in calculating and implementing changes. In the event that the Owner makes changes without Contractor's knowledge or without written consent of Contractor, the Owner will be responsible for the overage. Any amounts for change orders and/or overages are due and payable, at Contractor's option, at the time of authorization of the change or prior to commencement of such changed and/or extra work.

7. Notice. Before undertaking any repair himself/herself or employing another to undertake repair of Contractor's work under this Contract, or before instituting any action for breach of warranty or contract, the Owner agrees and obligates himself/herself to give Contractor written notice, by registered or certified mail, within 30 (thirty) days after knowledge and/or discovery of any alleged breach or defect and to allow Contractor at least seven (7) business days after Contractor's receipt of such notice to respond to same notice and/or to inspect the alleged defects and at least thirty (30) business days from date of inspection or response in which to correct and/or repair those alleged defects, pending material availability, mutually agreed upon. Owner further understands and agrees that this notice shall set forth all alleged defects and/or claims of Contractor breach. Failure to provide said notice will bar recovery of the same.

8. Default. The parties understand and agree that if either party defaults on this Contract, the non-defaulting party shall be entitled to all costs for enforcing said Contract, including but not limited to reasonable attorney's fees, court costs, costs of depositions, and expert witness fees. In the event of Owner's default, Contractor may suspend work without penalty until Owner cures such default. Contractor shall be under no obligation to complete any punchlist or perform any warranty or any other work until Owner cures all defaults. Owner shall be in default of the Contract if (a) Owner fails to pay any draw to Contractor within six (6) business days of its due date, following receipt of Contractor's invoice therefor; or (b) Owner fails to execute a written acceptance of substantial completion.

Owner Initials DA

9. Disputes. Prior to the commencement of any legal action between the Owner and Contractor, any disputes and/or claims arising from or related to the work or this Contract shall be mediated. Said mediation, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the parish or municipality where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as a settlement in any court having jurisdiction thereof.

10. Punchlist Procedure. Within three (3) days of Substantial Completion (using the above definition), the Contractor shall meet with the Owner to discuss and list any items in writing that the Owner deems incomplete in connection with the Work (the "Punchlist"). The owner shall sign the Acceptance of Substantial Completion, which shall incorporate the Punchlist by reference.

11. Contractor Warranty. Contractor warrants for one (1) year that all labor will be performed in a workmanlike manner and conform to industry standards. Contractor's standards to be determined by the National Association of Home Builders Residential Construction Performance Guidelines, 4th Edition. In the event such item is not covered by said guidelines then "industry standards" are to govern. This one-year warranty shall be exclusive of any materials, products, appliances, and/or fixtures which are subject only to the manufacturer's warranty. Owner further understands and agrees that Contractor's warranty shall exclude: portions of the property upon which Contractor performed no work; any unforeseen condition, defect, deficiency, or lack of fitness, including but not limited to termite and/or water damage; any condition, defect, deficiency, or lack of fitness on any portion of the property that existed prior to commencement of work or that exists through no fault of Contractor. In addition, Owner agrees and understands that Contractor assumes no liability nor responsibility to correct and/or repair any condition, defect, deficiency, or lack of fitness as to portions of the property upon which Contractor performed no work or upon portions of the property not intended by both parties to be included in the work under this Contract. Owner further understands and agrees that the structure that is the subject of the Contract is existing, and that Contractor will attempt to match material to the existing structure. However, in any remodel project, the exact match of materials is difficult and sometimes impossible to achieve. Owner acknowledges that said differences may be noticeable and accepts same.

12. Concealed Conditions. Contractor makes no statement as to the fitness of the site or of an existing structure and is not liable for subsurface or latent physical conditions at the site or in an existing structure that differ from (a) those indicated or referred to in the Contract Documents or (b) those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.

After written notice of a Concealed Condition is received from Contractor, as defined in the preceding paragraph, the Owner shall investigate the condition within five (5) working days. If the condition will increase (a) the Contractor's cost of performance of any part of the work under this Contract or (b) the time required for that work, the parties may sign a change order agreement incorporating the necessary revisions, or the Owner may terminate the Contract. In the event that the Owner terminates the Contract, such termination shall be subject to the conditions of Termination herein.

13. Selections/subcontractors. The work is to be accomplished through Contractor's approved suppliers and subcontractors. In the event items are furnished by the Owner, their suppliers or other subcontractors, no warranty will be provided by the Contractor and the Owner's sole remedy will be the product warranty by the manufacturer or installer for which the Contractor will not be responsible. Owner further agrees and obligates himself/herself not to contract with any other builder, contractor, and/or sub-contractor to perform, in whole or in part, any portion of, additions to, and/or changes to the work or plans and specifications unless same is authorized in writing by Contractor.

14. Indemnity. To the extent allowed by law without penalty of any kind, each party agrees to indemnify and hold harmless the other in the event any claim, demand, suit, right or cause of action is brought, by any person, firm, sub-contractor, or corporation against the non-indemnifying party arising out of or related to the negligence of the indemnifying party, or its agents. Owner further understands and agrees that, in as much as the repair, remodeling, and/or rehabilitation of an existing building or structure requires that certain assumptions be made regarding the conditions then existing in the building or structure, and because these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building or structure, Owner shall, to the fullest extent provided by law without penalty of any kind, indemnify and hold harmless the Contractor from any claim, liability, or costs (including reasonable attorney's fees and costs of defense) for any and

all damages, economic loss, property damage, bodily injury, mental anguish, and/or any other loss arising or allegedly arising from the work and/or under this Contract, excepting those damages due solely to the fault of Contractor. Likewise, Contractor understands and agrees that, in as much as the repair, remodeling, and/or rehabilitation of an existing building or structure requires that certain assumptions be made regarding the conditions then existing in the building or structure, and because these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building or structure, Contractor shall, to the fullest extent provided by law without penalty of any kind, indemnify and hold harmless the Owner from any claim, liability, or costs (including reasonable attorney's fees and costs of defense) for any and all damages, economic loss, property damage, bodily injury, mental anguish, and/or any other loss arising from any injuries, including death, to any third-parties, except the Owner, at the Property while the Work is being performed.

15. Termination. Upon notice to the other, either party shall be entitled to terminate this Contract without penalty. In the event that Owner terminates this Contract, Owner shall give written notice to Contractor and Contractor shall be entitled to recover the cost of all work performed, and the cost of the material already purchased and/or in place, and/or ordered at that time plus 10% and costs incurred by reason of such termination. In the event Contractor terminates this Contract, Contractor shall refund to Owner the portion of the current draw for any incomplete Work during said draw period.

16. Severability. If any provision of this Contract is held to be illegal, invalid or unenforceable, the remainder of this Contract will be enforceable to the maximum extent allowed by law.

17. Applicable Law. This Contract shall be construed in accordance with the laws of the State of Louisiana and the ordinances of the City of New Orleans, and the Parish of Orleans.

18. Insurance. The Contractor shall keep in effect workers' compensation and general liability coverage throughout the construction period including for all Subcontractors as necessary by law. A copy of the Contractor's Certificate of Insurance is included within the Contract Documents. A renewal certificate shall be provided to Owner if the time of renewal is during the construction period.

19.Contract Documents:
Scope of Work



EM Improvements, LLC

1207 Feliciana Street New Orleans Louisiana 70117
Ph: 407 446 4202
emimprovements.com
Email: ernesto@emimprovements.com

Lic no. 885126

Q487 - Renovation of a Single Family Home

Estimate

Customer:

Daniel Askin
4123 Marais Street
New Orleans
Louisiana 70117

Email: daniel_askin@yahoo.com

Estimate Details:

Net Total: \$212,918.00
Markup: \$38,710.00 (0%)
Tax: \$0.00
Estimate Total: \$251,628.00

Building Type: Single Story
Date Prepared: 8/23/2022

Cost Items					
Code	Description	Type	Units / UOM	Unit Cost	Total
1	Preliminary Items				\$2,500.00
	<i>File all permits required by the City of New Orleans.</i>				
1.1	Permits	Mat	1.000	\$2,500.00	\$2,500.00
2	Site Prep and Demo				\$6,000.00
	<i>Demo work according to notes.</i>				
2.1	Demolition	MatLab	1.000	\$6,000.00	\$6,000.00
3	Foundation work				\$6,900.00
	<i>Foundation work according to plans</i>				
3.1	Foundation work	MatLab	1.000	\$6,900.00	\$6,900.00
4	Doors and Widows				\$17,000.00
	<i>Door and window allowance.</i>				
4.1	Doors and windows	MatLab	1.000	\$17,000.00	\$17,000.00
5	Framing				\$15,000.00
	<i>Frame new walls, deck and exterior stairs. Frame ceiling to the new specified ceiling plane.</i>				
5.1	Framing	Mat	1.000	\$15,000.00	\$15,000.00
6	Roofing				\$13,900.00
	<i>Replace all roofing materials. Install new 30 year asphalt architectural shingles. New underlayment and new ice and water will be installed.</i>				
6.1	Roofing	MatLab	1.000	\$13,900.00	\$13,900.00
7	Electrical				\$11,900.00
	<i>Wire to plans and get wiring to code.</i>				
7.1	Electrical	MatLab	1.000	\$8,900.00	\$8,900.00
7.2	Electrical fixtures allowance	Mat	1.000	\$3,000.00	\$3,000.00

Scope of Work cont.

Cost Items						
Code	Description	Type	Units / UOM	Unit Cost	Total	
8	Plumbing					\$20,500.00
	<i>Plumb the house according to plans. Add new on-demand water heater to service bathroom and laundry.</i>					
8.1	Plumbing	MatLab	1.000	\$15,500.00		\$15,500.00
8.2	Plumbing fixture allowance	Mat	1.000	\$5,000.00		\$5,000.00
9	HVAC					\$11,500.00
	<i>New 5 ton 14 seer unit to be installed.</i>					
9.1	Hvac	MatLab	1.000	\$11,500.00		\$11,500.00
10	Insulation					\$3,500.00
	<i>Install insulation according to plans and wall details.</i>					
10.1	Insulation	MatLab	1.000	\$3,500.00		\$3,500.00
11	Drywall					\$9,200.00
	<i>Install new Drywall, tape and float.</i>					
11.1	Drywall	MatLab	1.000	\$9,200.00		\$9,200.00
12	Trim Carpentry					\$6,500.00
	<i>Basic trim carpentry throughout.</i>					
12.1	Trim carpentry	Mat	1.000	\$6,500.00		\$6,500.00
13	Flooring					\$8,000.00
	<i>Repair sand and refinish floors.</i>					
13.1	Flooring	MatLab	1.000	\$8,000.00		\$8,000.00
14	Interior painting					\$12,000.00
	<i>Paint all walls ceilings and trim. Prime and 2 coats.</i>					
14.1	Interior painting	MatLab	1.000	\$12,000.00		\$12,000.00
15	Tile work					\$9,800.00
	<i>Tile bathrooms and backsplash</i>					
15.1	Tile work	MatLab	1.000	\$6,800.00		\$6,800.00
15.2	Tile allowance	Mat	1.000	\$3,000.00		\$3,000.00
16	Siding					\$15,000.00
	<i>Replace existing siding with 6 1/4 smooth cement siding.</i>					
16.1	Siding	MatLab	1.000	\$15,000.00		\$15,000.00
17	Railing					\$1,350.00
	<i>Guard rail assembly across kitchen door.</i>					
17.1	Railing	MatLab	1.000	\$1,350.00		\$1,350.00
18	Exterior Painting					\$9,500.00
	<i>Paint exterior of the house with two coats of exterior Sherrington Williams Super Paint. Owner to chose color.</i>					
18.1	Exterior painting	MatLab	1.000	\$9,500.00		\$9,500.00
19	Cabinetry					\$16,000.00
	<i>Cabinetry Allowance.</i>					
19.1	Cabinetry	MatLab	1.000	\$16,000.00		\$16,000.00
20	Contingency					\$10,000.00
20.1	Contingency Allocation	Mat	1.000	\$10,000.00		\$10,000.00

Scope of Work cont.

Cost Items						
Code	Description	Type	Units / UOM	Unit Cost	Total	
21	General conditions fee					\$6,868.00
21.1	General Conditions Fee	MatLab	1.000	\$6,868.00		\$6,868.00

Net Total: \$212,918.00

Markup: \$38,710.00

Tax: \$0.00

Estimate Total: \$251,628.00

Certificate of Insurance:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eagan Insurance Agency, LLC 2629 N. Causeway Blvd. P. O. Box 8590 Metairie LA 70002	CONTACT NAME: Sandy Wolf	
	PHONE (A/C, No. Ext): (504) 836-9600	FAX (A/C, No): (504) 836-9621
E-MAIL ADDRESS: wolfs@eaganins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Crum & Forster Specialty Ins.		
INSURER B: HomeBuilders SIF		LHBA
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 22-23 WC 21-22 GL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO-084892	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	22-14964	4/1/2022	4/1/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket additional insured and blanket waiver of subrogation if required by written contract as respects to the General Liability and Primary and Non Contributory.

CERTIFICATE HOLDER Daniel Askin 4123 Marais Street New Orleans, LA 70117	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Alex Murray/WOLFS <i>Alex Murray</i>

ACORD 25 (2014/01)
INS025 (201401)

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Owner Initials DA
DA

All agreements and stipulations herein contained, and all obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

Any errors, omission, and/or ambiguities with regard to the meaning of terms and/or conditions herein stated shall not be construed against the drafter of this document.

Whereas, all parties state that they have read and understand the terms and conditions of this Contract and have signed this Contract, the day month and year below written.

Ernesto Maldonado
Ernesto Maldonado (Aug 29, 2022 20:24 CDT)

Contractor - EM Improvements, LLC

Daniel Askin
Daniel Askin (Aug 29, 2022 19:05 CDT)

Owner - Signature

Owner - Signature

Ernesto Maldonado

Print Name

Daniel Askin

Print Name

Print Name

Aug 29, 2022

Date

Aug 29, 2022

Date

Date