



Residential Project Agreement

I. Parties

This agreement is made and entered into on August 19, 2022 and specifies the terms of the agreement between Kurt Maloney, Home Owner, and DuCar Construction, LLC (License #883334, residential contractor, whose address is 638 Papworth Ave. Metairie, LA 70005, for the Property located at 1309 St. Bernard Ave. St New Orleans, La.

II. The Contract Documents

DuCar will perform all the work that is required by this agreement and all the work that is required by the documents incorporated by reference into this agreement. The contract documents are:

Budget Dated 8/11/22, plans by Artisan Interior Designs dated 6/7/22 and this agreement.

III. The Scope of the Work

For the Sum of \$151,719.47 DuCar will provide labor & material (except where budget or plans specify) to complete the specified work:

- Please see budget/plans for scope. (Last Page of agreement)

Owner Provided Items: (DuCar will oversee scheduling, delivery & installation of these items)

- DuCar will submit proposals as plans for any work that is not currently complete becomes available.

Allowance Items:

- **Per budget**

Allowance totals will be tallied at the end of the project and any savings will be credited to the project owner and any overages invoiced.

IV. Change Orders

All change orders must be in writing and signed by all the parties prior to change order work commencement. 50% of the cost will be due prior to commencing the change order work and the remaining 50% upon completion. The days to complete the change order work will be added to the schedule.

V. Permits, Licenses, and Approvals

The contractor will obtain local building and construction permits, and will obtain governmental inspections that are necessary for the construction and occupancy of the finished structure, except as otherwise provided in this contract. The owners will secure and pay for any easements, variances, zoning changes, necessary modifications of restrictive covenants, or other actions.

VI. Insurance and Risk of Loss

The owners agree to maintain insurance covering the replacement cost of the improvement under contract in the event of loss through fire, casualty, storm or other disasters, and theft of materials from the site. Before work begins, the property owner will furnish a certificate of that insurance to the contractor. The contractor agrees to maintain workers' compensation insurance and liability insurance to protect the owners from liability claims for damages because of bodily injury, including death, and from liability for damages to property. Before beginning the work, the contractor will furnish a certificate of that insurance to the property owner.

VII. Access

The property owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. DuCar will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation.

VIII. Site Conditions

The property owners acknowledge that this contract is based upon the contractor's observation of conditions. Conditions which could not be known by a reasonable inspection, such as termite damage, hidden water damage, hidden code violations, or other concealed conditions, may require extra labor or materials, which are not part of this contract. If such hidden conditions are discovered, DuCar will notify the property owner and will attempt to reach an agreement for a change order to this contract that addresses those issues. Additionally, defective existing conditions which the client would like addressed but were not mentioned in the plans or budgeted for would require a change order (For example; uneven walls).

IX. Payments

Upon invoicing completed work, the client will have 3 days to review/approve completed work being invoiced and submit payment.

- 1st Payment: 5% of project cost due upon signing agreement \$7,585.97, this deposit will be applied to the final draw. Additionally, 5% of the total job will be held from the final draw payment by the client and paid upon completing the final Punch List.
- DuCar will periodically bill for completed work by invoicing for the percentage that a task has been completed using the project budget. The client will have 3 days to verify that the work DuCar is billing for is completed and submit payment.
- Punch List Payment: Will be due upon completing punch list and obtaining CO.

X. Timeline

Project to be completed 6 months from project commencement if weather or funding are not an issue. Days may need to be added to schedule for items such as bad weather, lead time item material delays, change orders or for tasks/items that require further planning.

XI. Final Inspections and Liens

Upon notification by the contractor of substantial completion of the work, the owners and the contractor will inspect the work performed, and at that time the owners will prepare a punch list that identifies any incomplete work or deficiencies in workmanship or materials. Completion of the punch list items must be made within 7 days from the date of the punch list preparation. When the punch list items are completed DuCar will submit a lien waiver and the owners will pay DuCar the balance of the contract price within 3 days.

XII. Warranties

The contractor guarantees the work will meet trade standards of good workmanship. The remodeling contractor will make every effort to blend existing textures, colors, and planes, but exact duplication is not guaranteed. The contractor warrants that materials of good quality will be selected. The contractor will maintain all manufacturers' warranties. The customer is limited to the manufacturers' warranties for defects in the manufacture of materials. All contractors' warranties are limited to a period of no more than one year. The contractor's warranties are limited to the cost of labor and materials only, and exclude ordinary wear and tear or abuse by others.

XIII. Dispute Resolution

All the parties will cooperate with each other to resolve conflicts informally. In the event that is not possible, conflicts between the parties will be resolved by The American Arbitration Association. The conflict will be decided according to the Construction Industry Rules of the American Arbitration Association, and the laws of the state of Louisiana. The arbitrator will award reasonable costs and expenses, including attorney fees, to the prevailing party.

XIV. Photos

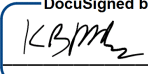
DuCar will take photos throughout project and of completed work to possibly use for marketing. DuCar will however never associate the address or the owners name with these photos.

XV. Signatures

We, the undersigned, have read and understood this entire contract, including documents attached by reference. We acknowledge that this document constitutes the entire agreement between the parties. This contract is not binding upon the remodeling contractor or the property owners until it is signed by all parties.

Date: 8/19/2022 Signature:  _____
Contractor DocuSigned by:
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Printed Name: Charles Carr

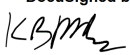
Date: 8/19/2022 Signature:  _____
Home Owner DocuSigned by:
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Printed Name: Kurt Maloney

Property: 1309 St Bernard	8/11/2022	
Preliminaries & Site Preparation		
Item:		
Building Permit	\$ 1,200.00	
Dumpster & Permits or Trash Hauling		Owner Provided
Portable Toilet	\$ 600.00	
Utilities		Owner Provided
Cover Floors	\$ 450.00	
Demo, Foundation, Flatwork, Framing & Fireplaces		
Demo (Existing Interior Walls, wood ceiling rotten, nails in framing, wall sheeting where needed, remove windows)	\$ 1,860.00	
Flatwork Labor- Landings(back stair)	\$ 600.00	
Flatwork Material	\$ 680.00	
Foundation Work (Repoint all piers, add additional piers, sister in rotten joist, install all joist U hangers)	\$ 8,357.00	
Front stairs repair & stucco	\$ 420.00	
Any Surveys		Owner Provided
Termite-Pre Spray		Owner Provided
Framing Labor (Add Collars, Hurricane Clips, Install Windows, repair wall sheeting, install all bottom plates, sister in all bad studs, replace rotten top plates)	\$ 3,800.00	
Framing Material-Including Rotten Sheathing & Tyvek	\$ 7,250.00	
Framing-Straighten Ceilings and walls as much as possible	\$ 1,100.00	
Exterior Doors & Windows		
Windows	\$ 3,500.00	Allowance
Ext doors	\$ 4,500.00	Allowance
Mechanical, Electrical, Plumbing & Gas		
HVAC	\$ 7,330.17	
Electrical	\$ 6,762.21	
Plumbing- All new, connect to existing drain line	\$ 5,700.00	
Tankless Water Heaters	\$ 2,000.00	
Gas	\$ 2,600.00	
Roofing, Siding, Brick, Stucco, Porches		
Siding Labor & material (demo and repair where wall sheeting is bad, spots fix, demo siding on sides of house, small amount of siding in rear of house to be kept) Repair rear handrail	\$ 2,400.00	
Siding & Exterior Material	\$ 4,850.00	
Front of the house original siding- Labor	\$ 800.00	
Porch Ceiling Vents	\$ 220.00	

Roof Labor (Shingles)	\$ 1,100.00	
Roof Material (Shingles)	\$ 1,853.51	
Insulation, Sheetrock & Paint		
Insulation (Batt Insulation in Walls and between attic joist)	\$ 2,350.00	
Insulation-Under House-Closed Cell Spray Foam	\$ 1,750.00	
Sheetrock-Labor (Smooth Finish)	\$ 3,250.00	
Sheetrock- Material	\$ 2,500.00	
Interior Paint & Ext. paint		Owner Provided
Trim, Tile & Flooring		
Trim (/Interior doors/shoe mouldings/baseboards) Labor	\$ 2,000.00	
Closets/Shelving Labor	\$ 750.00	
Trim (Interior doors/shoe mouldings/baseboards) Material	\$ 5,800.00	Allowance
Flooring-Repairs & Install Labor	\$ 2,400.00	
Flooring- Wood- Material for Repairs	\$ 2,500.00	Allowance
Wood Floor Refinish	\$ 3,500.00	
Tile/Marble Material	\$ 1,200.00	Allowance
Tile/Marble Labor (Surround bathtub & backsplash) and backsplash	\$ 2,900.00	
Cabinets, Countertops, Plumbing Fixtures, Electrical Fixtures, Hardware, Mirrors/Glass, Misc.		
Cabinets & Countertops Material (Includes Countertops Installation)	\$ 9,500.00	Allowance
Cabinets Installation	\$ 1,100.00	
Appliances(Fridge/Range/Dishwasher/Microwave)	\$ 4,000.00	Allowance
Plumbing Fixtures (Including Water Heater)	\$ 3,500.00	Allowance
Electrical Fixtures	\$ 3,200.00	Allowance
Heater for under vanity installed- order for rough in	\$ 250.00	
Door Hardware	\$ 350.00	Allowance
Bath Accessories & Mirrors	\$ 350.00	Allowance
Exterior Items		
Fence Labor & Material		
Gutters	\$ 1,750.00	Allowance
Cleaning Final & Throughout (Includes Pressure wash)	\$ 1,600.00	
Project Manager, OH/Insurance, Contractor Fee, Total Cost		
Sub Total	\$ 126,432.89	
Contractor Fee/OH/Insurance	\$ 25,286.58	

Grand Total \$ 151,719.47

DocuSigned by:

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8/19/2022