Construction Agreement

THIS AGREEMENT made and entered into by and between **BCI & Shelby Properties, LLC** , hereinafter called the Owner and **BAT Management Services, LLC** hereinafter called the Contractor. WITNESSETH:
The Owner, for the full, complete and faithful performance of this contract, agrees to pay to the Contractor, in accordance herewith, the sum of **One hundred sixty nine thousand, five hundred five &/100** Dollars **($ 169,505.00)** payable as follows: Payment terms listed in Article 1 below

In consideration therefore, the Contractor agrees as follows:

1. To furnish all supervision, labor and materials, and perform all work as described in **for Interior IDA Repair at 1410 Prytania Street, NOLA 70130**.

   *The draw schedule shall be submitted prior to work commencement as mutually agreed milestones are completed prior to start of the project. **Contractor may change sequence of phases during project***

Draw# 1	*$ 65,000.00*	*(Phase 1) Planning, Permits, MEP Rough-In (Mechanical, Electrical, Plumbing)*
Draw#2	*$ 30,000.00*	*(Phase 2) Inspection-open wall, sheet rock hang-only (pick-up & delivery)*
Draw#3	*$ 20,500.00*	*(Phase 3) Sheetrock-tape, float and prep/priming*
Draw#4	*$ 10,500.00*	*(Phase 4) Painting ceiling and walls*
Draw#5	*$ 7,000.00*	*(Phase 5) Flooring repairs and handrails @ stairwell*
Draw#6	*$ 12,000.00*	*(Phase 6) Install trim, cabinets, counter-tops, door frames/doors*
Draw#7	*$ 16,000.00*	*(Phase 7) MEP Trim-out*
Draw#8	*$ 8,505.00*	*(Phase 8) Final Inspection, Punch Lists, Close-out*

Project Duration: (TBD)-months (Additional time may be added due to material supplies delays and/or back order, inspection and/or any delays not related to labor. The time shall be begin following the approval of the building permit and issuance of the Notice to Proceed.

2. To be bound by the terms of said Contract with the Contractor (including every part of and all the general and special conditions, drawings, specifications and addenda), in any way applicable to this contract, which are hereby referred to and made a part of this contract.

3. That the labor, material equipment and insurances to be furnished, and the work to be performed at **1410 Prytania Street, NOLA 70130** by the Contractor are as follows:
Interior Hurricane IDA construction repair services per Estimate 3 dated 9/13/2022 (attached and part of contract). PLEASE SEE ESTIMATE FOR DETAILED WORK SCOPE PER ROOM. Any items not listed, **additions or changes to scope of work will require a signed change order. Any changes required by City of New Orleans Permit's Office will also be made a part of this agreement and may result in additional costs. Labor, Material and Insurance is included, however Builder's Risk insurance is NOT included. Contractor is not responsible for any loss resulting from theft. This agreement supersedes any other written or oral agreement.**

Date 9/13/2022.

Owner _____
David Melius

Contractor _____
JOSEPH BATISTE

(PROVISIONS PRINTED ON ALL PARTS OF THIS AGREEMENT ARE BINDING UPON THE PARTIES)

THE CONTRACTOR AGREES:

(a) To assume toward the OWNER, so far as the CONTRACT work is concerned, all the obligations and responsibilities which the CONTRACTOR assumed toward the OWNER by the MAIN CONTRACT which includes the general and special conditions thereof, and the plans and specifications and addenda, and all modifications thereof incorporated in the documents before their execution (which documents shall be available to the CONTRACTOR).

(b) To start work when notified by the notice to proceed, and to complete the several portions and the whole of the work herein sublet, at such times as will enable the CONTRACTOR to fully comply with the contract with the OWNER, and to be bound by provisions in the MAIN CONTRACT .

(c) To submit to the OWNER applications for payment at such reasonable times to receive as progress payments from the OWNER the amounts allowed to the CONTRACTOR by the OWNER on account of the CONTRACTOR'S work to the extent of the CONTRACTOR'S interest therein. Final payment shall be made within a reasonable time after the completion and acceptance of the contract work unless a definite time for final payments is fixed on the face thereof.

If payment is not made to Contractor, the Owner will be liable for interest on the amount due at the rate of 18% per annum (one and one-half percent per month) until remaining balance is paid in full. In the event that it should become necessary for the Contractor to retain an attorney relative to the performance of this contract and/or the collection of any amounts which may be due and payable, Owner will be required to make full payment of all attorney/collection fees which may be incurred in this matter including one hundred percent (100%) of the attorney/collection fee for collection of any amounts which may be due.

(d) The OWNER may, without invalidating this CONTRACT, order extra work or make changes by altering, adding to, or deducting from the work; the price herein being adjusted accordingly. All such work shall be executed under the conditions hereof, and of the MAIN CONTRACT, except that any claim for extension of time caused thereby must be agreed upon IN WRITING at the time of ordering such change.

(e) To make no claims for extras unless the same shall be fully agreed upon in writing by the OWNER prior to the performance of any such work.

(f) The CONTRACTOR shall in no way be liable as an employer to or on account of any of the employees of the CONTRACTOR; that the CONTRACTOR will as an employer, to the extent of any of his employees under this contract, conform to all rules and regulations of Social Security Acts and Unemployment Commissions created by said laws, and he is conforming to said laws, rules and regulations. The CONTRACTOR hereby releases and indemnifies the OWNER from any and all liabilities under said laws.

(g) That all materials delivered by or on account of the CONTRACTOR and intended to be incorporated into the construction here and under shall become the property of the OWNER as delivered; but the CONTRACTOR may repossess himself of any surplus remaining at the completion of the contract. That all scaffolding, apparatus, ways, works, machinery and plans brought upon the premises by the CONTRACTOR shall remain his property, but in case of default and the completion of the work by the CONTRACTOR, the latter shall be entitled to use the said scaffolding, apparatus, ways, works, machinery and plans without cost or liability for depreciation of damage by use and without prejudice to CONTRACTOR'S other rights or remedies for any damage or loss sustained by reason of said default.

(h) In the event the contract herein is upon a unit price, it is understood and agreed that any quantities and amounts mentioned are approximate only and may be more or less at the same unit price and subject to change as ordered and directed by the OWNER.

(i) To indemnify and save harmless the OWNER from and against any and all suits, claims, actions, losses, costs, penalties and damages, of whatsoever kind or nature, including attorney's fees, arising out of, in connection with, or incident to the CONTRACTOR'S performance of this CONTRACT, except payment for services.

(j) Upon completion of any unit of the work, and upon final completion thereof, to clean up all refuse and rubbish, same caused by the CONTRACTOR, and to promptly remove all excess material, tools, structures, etc., which may have been brought on the premises or erected by the CONTRACTOR, and in the event of the failure of the CONTRACTOR so to do, the OWNER may, after reasonable notice to the CONTRACTOR, clean up the premises at the cost and expense of the CONTRACTOR.

Owner Contractor

BMS, LLC

PO Box 740463
New Orleans LA 70174
504.408.1199

Estimate

Date	Estimate #
9/13/2022	3
Customer	**Job**
David Melius	IDA Interior Repairs

Customer Information
David Melius BCI & Selby Properties, LLC 1410 Prytania Street New Orleans, LA 70130

Description	Qty	Rate	Amount
Living Room			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	636	5.48	3,483.37
Fiberglass batt insulation in walls. R11 (3-1/2 in. deep)			
Item, per SF	252	1.47	370.79
Prime drywall-ceiling & walls. prime			
Item, per SF	636	0.84	534.75
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	636	1.79	1,136.34
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	52	5.89	306.06
Shoe molding. replace, 3/4 in.			
Item, per LF	52	3.09	160.92
Sand, edge, and fill wood floor. light sand			
Item, per SF	168	2.63	441.42
Dining Room			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	666	5.48	3,647.68
Fiberglass batt insulation in walls. R11 (3-1/2 in. deep)			
Item, per SF	135	1.47	198.64
Prime drywall-ceiling & walls. prime			
Item, per SF	666	0.84	559.97
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	636	1.79	1,136.34
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	54	5.89	317.83
Shoe molding. replace, 3/4 in.			
Item, per LF	54	3.09	167.11
Sand, edge, and fill wood floor. light sand			
Item, per SF	180	2.63	472.95

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Date	Estimate #
9/13/2022	3
Customer	**Job**
David Melius	IDA Interior Repairs

Description	Qty	Rate	Amount
Kitchen			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	576	5.48	3,154.75
Fiberglass batt insulation in walls. R11 (3-1/2 in. deep)			
Item, per SF	108	1.47	158.91
Prime drywall-ceiling & walls. prime			
Item, per SF	576	0.84	484.30
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	576	1.79	1,029.14
Lower kitchen cabinet (Allow $1,485). replace, economy grade			
Item, per LF	13.50	151.74	2,048.54
Island kitchen cabinet (Allow $935). replace, economy grade			
Item, per LF	8.50	151.74	1,289.82
Floating shelf system. replace (Allowance $80 ea)			
Item, per Ea	8	118.36	946.85
Granite countertop (Allow $1925). replace			
Item, per SF	88	52.48	4,618.31
Stainless steel kitchen sink (Allow $445). replace, 25 in. by 22 in. single-bowl			
Item, per Ea	1	605.07	605.07
Kitchen sink faucet (Allow $315). replace, standard grade			
Item, per Ea	1	418.24	418.24
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	24	5.89	141.26
Shoe molding. replace, 3/4 in.			
Item, per LF	24	3.09	74.27
Sand, edge, and fill wood floor (R&R) as needed. light sand			
Item, per SF	144	6.89	992.16
Pantry addition into the utility slab area @ rear [Owner was informed but declined to raise the entire utltity room as recommended by Builder]. 2 in. x 12 in. joist system, replace. 16 in. on center			
Item, per SF	100	8.24	824.47
2 in. x 4 in. interior partition walls, per sf. replace, 16 in. on center			
Item, per SF	90	5.01	450.89
1/2 in. drywall installed. replace, with light texture			
Item, per SF	90	5.48	492.93
Luxury vinyl planks (LVP). replace, standard grade ($90 Allow)			
Item, per SF	10	5.26	52.55

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9/13/2022	3
Customer	**Job**
David Melius	IDA Interior Repairs

Description	Qty	Rate	Amount
Hall (to new Apt)			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	251	5.48	1,374.73
Prime drywall-ceiling & walls. prime ($130 allow)			
Item, per SF	251	0.84	211.04
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	251	1.79	448.46
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	35	5.89	206.00
Shoe molding. replace, 3/4 in.			
Item, per LF	35	3.09	108.31
Luxury vinyl planks (LVP). replace, standard grade ($90 Allow)			
Item, per SF	35	5.26	183.93
Apt			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	508	5.48	2,782.32
Fiberglass batt insulation in walls. R11 (3-1/2 in. deep)			
Item, per SF	252	1.47	370.79
Prime drywall-ceiling & walls. prime			
Item, per SF	508	0.84	427.13
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	508	1.79	907.64
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	44	5.89	258.97
Shoe molding. replace, 3/4 in.			
Item, per LF	44	3.09	136.17
Sand, edge, and fill wood floor (R&R) as needed. light sand			
Item, per SF	112	6.89	771.68
Apt (entry way)			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	149	5.48	816.07
Prime drywall-ceiling & walls. prime			
Item, per SF	149	0.84	125.28
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	149	1.79	266.22

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Customer	**Job**
David Melius	IDA Interior Repairs

Description	Qty	Rate	Amount
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	15	5.89	88.29
Shoe molding. replace, 3/4 in.			
Item, per LF	15	3.09	46.42
Sand, edge, and fill wood floor (R&R) as needed. light sand			
Item, per SF	14	6.89	96.46
Apt (closet) Bathroom conversion			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	194	5.48	1,062.54
Prime drywall-ceiling & walls. prime			
Item, per SF	194	0.84	163.12
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	194	1.79	346.62
Shower faucet. replace, standard grade (Allow $350)			
Item, per Ea	1	498.99	498.99
Toilet. replace, standard grade (Allow $300)			
Item, per Ea	1	472.14	472.14
Bathroom vanity cabinet. replace, standard grade (Allow $125)			
Item, per LF	1	185.15	185.15
Cultured marble countertop. add for integrated sink (Allow $225)			
Item, per Ea	1	265.09	265.09
Bathroom sink faucet. replace, standard grade			
Item, per Ea	1	384.01	384.01
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	19	5.89	111.83
Shoe molding. replace, 3/4 in.			
Item, per LF	19	3.09	58.80
Luxury vinyl planks (LVP). replace, standard grade (Allow $60)			
Item, per SF	23	5.26	120.87
Stairwell (1st Fl)			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	306	5.48	1,675.96
Prime drywall-ceiling & walls. prime			
Item, per SF	306	0.84	257.28
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	306	1.79	546.73

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Description	Qty	Rate	Amount
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	30	5.89	176.57
Shoe molding. replace, 3/4 in.			
Item, per LF	30	3.09	92.84
Sand, edge, and fill wood floor-stairs. light sand			
Item, per SF	36	2.63	94.59
Stairwell (2nd Fl)			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	716	5.48	3,921.53
Prime drywall-ceiling & walls. prime			
Item, per SF	716	0.84	602.01
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	716	1.79	1,279.28
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	58	5.89	341.37
Shoe molding. replace, 3/4 in.			
Item, per LF	58	3.09	179.49
Sand, edge, and fill wood floor-stairs & floors. light sand			
Item, per SF	194	2.63	509.74
Hallway (Iron work)			
Modify iron hand rail in stairwell. blk metal			
Item, per LF	24	46.75	1,121.93
Bed-1 (rear)			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	576	5.48	3,154.75
Fiberglass batt insulation in ceiling, attic or floor. R30 (9-1/2 in. deep)			
Item, per SF	144	2.66	383.41
Fiberglass batt insulation in walls. R11 (3-1/2 in. deep)			
Item, per SF	216	1.47	317.82
Prime drywall-ceiling & walls. prime			
Item, per SF	636	0.84	534.75
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	636	1.79	1,136.34

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Estimate

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Customer	**Job**
David Melius	IDA Interior Repairs

Description	Qty	Rate	Amount
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	48	5.89	282.51
Shoe molding. replace, 3/4 in.			
Item, per LF	48	3.09	148.55
Sand, edge, and fill wood floor. light sand			
Item, per SF	168	2.63	441.42
Bed-1 Closet (rear)			
Prime drywall-ceiling & walls. prime			
Item, per SF	206	0.84	173.20
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	206	1.79	368.06
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	21	5.89	123.60
Shoe molding. replace, 3/4 in.			
Item, per LF	21	3.09	64.99
Sand, edge, and fill wood floor. light sand			
Item, per SF	17	2.63	44.67
Bed-2 (rear)			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	576	5.48	3,154.75
Fiberglass batt insulation in ceiling, attic or floor. R30 (9-1/2 in. deep)			
Item, per SF	144	2.66	383.41
Fiberglass batt insulation in walls. R11 (3-1/2 in. deep)			
Item, per SF	216	1.47	317.82
Prime drywall-ceiling & walls. prime			
Item, per SF	636	0.84	534.75
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	636	1.79	1,136.34
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	48	5.89	282.51
Shoe molding. replace, 3/4 in.			
Item, per LF	48	3.09	148.55
Sand, edge, and fill wood floor. light sand			
Item, per SF	168	2.63	441.42
Bed-2 Closet (rear)			

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David Melius	IDA Interior Repairs

Description	Qty	Rate	Amount
Prime drywall-ceiling & walls. prime			
Item, per SF	206	0.84	173.20
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	206	1.79	368.06
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	21	5.89	123.60
Shoe molding. replace, 3/4 in.			
Item, per LF	21	3.09	64.99
Sand, edge, and fill wood floor. light sand			
Item, per SF	17	2.63	44.67
Bathroom-1 (2nd Fl)			
Fiberglass batt insulation in ceiling, attic or floor. R30 (9-1/2 in. deep)			
Item, per SF	72	2.66	191.71
Prime drywall-ceiling & walls. prime			
Item, per SF	412	0.84	346.41
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	412	1.79	736.12
Re-finish tub and sink. Refinish			
Item, per Ea	2	500.17	1,000.34
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	34	5.89	200.11
Shoe molding. replace, 3/4 in.			
Item, per LF	34	3.09	105.22
Clean flooring. tile floor			
Item, per SF	72	1.38	99.22
Bathroom-2 (2nd Fl)			
Fiberglass batt insulation in ceiling, attic or floor. R30 (9-1/2 in. deep)			
Item, per SF	68	2.66	181.06
Prime drywall-ceiling & walls. prime ($130 allow)			
Item, per SF	365	0.84	306.89
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	365	1.79	652.15
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	33	5.89	194.23
Shoe molding. replace, 3/4 in.			
Item, per LF	33	3.09	102.13

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Estimate

Date	Estimate #
9/13/2022	3
Customer	**Job**
David Melius	IDA Interior Repairs

Description	Qty	Rate	Amount
Shower base. prep for tile ($300 Mat Allow)			
Item, per Ea	1	1,299.53	1,299.53
Tile floor Shower base only. replace ($300 allow)			
Item, per SF	15	70.76	1,061.35
Tile shower ($700 Mat Allow). replace, adhesive set on tile backer board-excludes new boards			
Item, per Ea	1	1,483.80	1,483.80
Corner entry glass shower with tile walls. replace			
Item, per Ea	1	2,356.15	2,356.15
Clean flooring. tile floor			
Item, per SF	68	1.38	93.70
Master Bed Combined (front)			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	636	5.48	3,483.37
Fiberglass batt insulation in ceiling, attic or floor. R30 (9-1/2 in. deep)			
Item, per SF	168	2.66	447.32
Fiberglass batt insulation in walls. R11 (3-1/2 in. deep)			
Item, per SF	336	1.47	494.39
Prime drywall-ceiling & walls. prime			
Item, per SF	636	0.84	534.75
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	636	1.79	1,136.34
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	52	5.89	306.06
Shoe molding. replace, 3/4 in.			
Item, per LF	52	3.09	160.92
Sand, edge, and fill wood floor. light sand			
Item, per SF	168	2.63	441.42
Header beam for 2" x 4" wall removal btw bedrms. 4 in. x 12 in. for wall removal in Master Bed (2nd)			
Item, per LF	12	163.50	1,962.04
Master Bed Combined Closet (front)			
Prime drywall-ceiling & walls. prime			
Item, per SF	222	0.84	186.66
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	222	1.79	396.65

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Estimate

Date	Estimate #
9/13/2022	3
Customer	**Job**
David Melius	IDA Interior Repairs

Description	Qty	Rate	Amount
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	22	5.89	129.49
Shoe molding. replace, 3/4 in.			
Item, per LF	21	3.09	64.99
Sand, edge, and fill wood floor. light sand			
Item, per SF	24	2.63	63.06
Master Bed-2 combined (front)			
1/2 in. drywall installed. replace, with light texture			
Item, per SF	636	5.48	3,483.37
Fiberglass batt insulation in ceiling, attic or floor. R30 (9-1/2 in. deep)			
Item, per SF	168	2.66	447.32
Fiberglass batt insulation in walls. R11 (3-1/2 in. deep)			
Item, per SF	336	1.47	494.39
Prime drywall-ceiling & walls. prime			
Item, per SF	636	0.84	534.75
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	636	1.79	1,136.34
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	52	5.89	306.06
Shoe molding. replace, 3/4 in.			
Item, per LF	52	3.09	160.92
Sand, edge, and fill wood floor. light sand			
Item, per SF	168	2.63	441.42
Master Bed-2 Combined Closet (front)			
Prime drywall-ceiling & walls. prime			
Item, per SF	222	0.84	186.66
Paint drywall-ceiling & walls. 2 coats			
Item, per SF	222	1.79	396.65
Replace 3-1/2 in. clamshell base. finger-joint pine			
Item, per LF	22	5.89	129.49
Shoe molding. replace, 3/4 in.			
Item, per LF	21	3.09	64.99
Sand, edge, and fill wood floor. light sand			
Item, per SF	24	2.63	63.06

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Date	Estimate #
9/13/2022	3
Customer	**Job**
David Melius	IDA Interior Repairs

Description	Qty	Rate	Amount
Complete house light fixtures. replace, standard grade - (Allowance $6,800 material) - recess cans (kitchen only) and stand bathroom vents are included			
Item, per SF	1,760	14.39	25,321.65
Complete house supply lines, waste lines & finish fixtures. standard grade (pex & pvc waste) -includes gas line for kitchen stove			
Item, per SF	1,760	12.05	21,210.99
Water heate, electric. replace, 30 gallon			
Item, per Ea	2	486.96	973.92
Central air conditioning system. replace, 3 ton			
Item, per Ea	2	3,515.07	7,030.14
Electric air furnace. replace, 34,100 btu			
Item, per Ea	2	2,715.13	5,430.26
Replace duct work (including fur-outs). for home 1,800 sf			
Item, per Ea	1	5,342.68	5,342.68
Interior doors			
Jamb & casing for interior door (reused extisting frames). replace, paint-grade pine			
Item, per Ea	16	124.84	1,997.40
Interior door. replace, hardboard smooth or wood-textured			
Item, per Ea	16	167.08	2,673.23
Home type lockset. replace, interior passage			
Item, per Ea	16	49.15	786.44
Dumpster. Rental per week			
Item, per Ea	3	432.09	1,296.26
Portable toilet. chemical, per week			
Item, per Ea	4	55.00	220.01
*Project Subtotal			169,505.13
*Project Total			169,505.13
		Total	169,505.14