



CONSTRUCTION CONTRACT

This Construction Contract (the "Contract" or "Agreement") is made as of Sep 26, 2022 (the "Effective Date") by and between BARRY BRUNET AND EMILY CAPDEVILLE of 4041 ULLOA ST, NEW ORLEANS, LA 70119, and Brighter Horizons Construction Inc of 4035 Washington, New Orleans, Louisiana 70125.

Brighter Horizons Construction Inc desires to provide Construction services to BARRY BRUNET AND EMILY CAPDEVILLE and BARRY BRUNET AND EMILY CAPDEVILLE desires to obtain such services from Brighter Horizons Construction Inc.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on Sep 26, 2022 , Brighter Horizons Construction Inc will provide to BARRY BRUNET AND EMILY CAPDEVILLE the services described in the attached Exhibit A (collectively, the "604-06 N St Patrick Exterior Paint and Porch Proposal").
2. **SCOPE OF WORK.** Brighter Horizons Construction Inc will provide all services, materials and labor described in the attached Exhibit A at the property of BARRY BRUNET AND EMILY CAPDEVILLE located at: 604-06 N St Patrick, New Orleans, LA, 70119 hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

Brighter Horizons Construction Inc is only responsible for the scope of work described in Exhibit A

3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS. BARRY BRUNET AND EMILY CAPDEVILLE will make available to Brighter Horizons Construction Inc all plans, specifications, drawings, blueprints, and similar construction documents necessary for Brighter Horizons Construction Inc to provide the Services described herein. Any such materials shall remain the property of BARRY BRUNET AND EMILY CAPDEVILLE.

Brighter Horizons Construction Inc will promptly return all such materials to BARRY BRUNET AND EMILY CAPDEVILLE upon completion of the Services. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

4. **COMPLIANCE WITH LAWS.** Brighter Horizons Construction Inc shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

5. **WORK SITE.** BARRY BRUNET AND EMILY CAPDEVILLE warrants that BARRY BRUNET AND EMILY CAPDEVILLE owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, BARRY BRUNET AND EMILY CAPDEVILLE shall provide an easily accessible building site.

6. **MATERIALS AND/OR LABOR PROVIDED.** Brighter Horizons Construction Inc shall provide to BARRY BRUNET AND EMILY CAPDEVILLE a List of each and every party furnishing materials and/or labor to Brighter Horizons Construction Inc as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This List of materials and/or labor shall be attached to this Agreement as Exhibit A. Brighter Horizons Construction Inc declares, under the laws of the State of Louisiana, that this List is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

Brighter Horizons Construction Inc may substitute materials only with the express written approval of BARRY BRUNET AND EMILY CAPDEVILLE, provided that the substituted materials are no lesser quality than those previously agreed upon by BARRY BRUNET AND EMILY CAPDEVILLE and Brighter Horizons Construction Inc.

7. **PAYMENT.** Payment shall be made to Brighter Horizons Construction Inc, New Orleans, Louisiana 70125. BARRY BRUNET AND EMILY CAPDEVILLE agrees to pay the total sum of \$56,364.00 (the "Contract Sum").

7.1 Owner will pay to Contractor the Contract Sum in installments consisting of an initial payment, progress payments, and a final payment on completion of the Work.

7.2 Progress payments are due as each phase of the Work is completed. The competition of each phase is contingent upon Owner's approval and confirmation.

7.3 Contractor shall provide Owner with an application for payment (invoice) in a form which complies with generally accepted trade practice and at each Milestone Payment indicated in the schedule below (7.5) and fully completed lien waivers in the form attached frs in the form attached hereto.

7.4 Owner shall have three (3) days from receipt of the invoice to determine if the applicable Milestones have been successfully completed and the payment is due.

7.5 The progress payments Milestones are as follows:

1. Signing of Contract: \$18,788
2. Carpentry and Paint Prep Complete: \$18,788
3. Hardware Installed and Exterior Paint Completed: \$13,151.6
4. Completion of Owners Punch list \$5,636.40

7.6 Except as provided otherwise in this Agreement, once the Owner has certified the work and milestone has been successfully completed, Owner shall pay the amount due (less any amounts determined not to be due by Owner) within three (3) calendar days.

7.7 Owner may withhold payment due Contractor for: charges, amounts, or, unauthorized deviations from the Contract Documents, or failure to observe all requirements of the Contract Documents.

7.8 If Owner withholds any payment under terms of this Agreement, Owner will immediately notify Contractor in writing of the decision as it relates to the amount being withheld, the reason(s) why payment is withheld, and what must be done to release the payment otherwise due.

7.9 Grounds entitling Owner to withhold certain amounts due Contractor under this Agreement shall not relieve Owner of the obligation to pay Contractor other amounts then due and shall not relieve Owner of the obligation to pay in full when the reason for withholding payment no longer exists.

7.10 Contractor will submit an application for final payment to Owner when the Work of Milestone No. 3 has reached Completion. Wir

7.11 In addition to any other right or remedy provided by law, if BARRY BRUNET AND EMILY CAPDEVILLE fails to pay for the Services in accordance with this Agreement, Brighter Horizons Construction Inc has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

8. **CHANGES IN THE WORK.** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, changes in materials, fixtures or other items which exceed or are below the allowances provided by Contractor to Owner in the final estimate attached hereto as Exhibit A or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. Other clauses in this Agreement notwithstanding, there will be no change in the value of the Work without a written Change Order mutually agreed to by the Parties in writing. 6.16 Change Orders will be paid with the Milestone that applies to the Change Order, unless otherwise agreed by the Contractor and Owner

9. **TERM.** Brighter Horizons Construction Inc shall commence the work to be performed within 30 days of Sep 26, 2022 and shall complete the work on or before January 15,2022.

Upon completion of the project, BARRY BRUNET AND EMILY CAPDEVILLE agrees to sign a Notice of Completion within ten (10) days after the completion of the contract as defined in Section 7. If the project passes its final inspection and BARRY BRUNET AND EMILY CAPDEVILLE does not provide the Notice, Brighter Horizons Construction Inc may sign the Notice of Completion on behalf of BARRY BRUNET AND EMILY CAPDEVILLE.

10. **PERMITS.** Brighter Horizons Construction Inc shall apply for and/or take the necessary steps to obtain any necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to Brighter Horizons Construction Inc under this Contract. The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

11. **INSURANCE.** Before work begins under this Contract, Brighter Horizons Construction Inc shall furnish certificates of insurance to BARRY BRUNET AND EMILY CAPDEVILLE substantiating that Brighter Horizons Construction Inc has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Louisiana and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services. Contractor shall keep the foregoing policies in full force and effect during the entirety of the project.

12. **WARRANTY.** Brighter Horizons Construction Inc shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the Greater New Orleans Area and will provide a standard of care equal to, or superior to, care used by service providers similar to Brighter Horizons Construction Inc on similar projects. Brighter Horizons Construction Inc shall construct the structure in conformance with the plans and specifications signed by Brighter Horizons Construction Inc and BARRY BRUNET AND

EMILY CAPDEVILLE. In addition, the Contractor warrants to the Owner: (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.

13. **FREE ACCESS TO WORKSITE.** BARRY BRUNET AND EMILY CAPDEVILLE will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Brighter Horizons Construction Inc will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Brighter Horizons Construction Inc also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

14. **UTILITIES.** BARRY BRUNET AND EMILY CAPDEVILLE shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. BARRY BRUNET AND EMILY CAPDEVILLE shall, at BARRY BRUNET AND EMILY CAPDEVILLE's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. BARRY BRUNET AND EMILY CAPDEVILLE shall permit Brighter Horizons Construction Inc to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

15. **INSPECTION.** BARRY BRUNET AND EMILY CAPDEVILLE shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by a third-party as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Brighter Horizons Constructions' expense.

16. **MATERIAL DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of BARRY BRUNET AND EMILY CAPDEVILLE to make a required payment when due in accordance with Section 7.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against

either party.

d. The failure of BARRY BRUNET AND EMILY CAPDEVILLE to make the building site available or the failure of Brighter Horizons Construction Inc to deliver the Services in the time and manner provided for in this Agreement.

e. Contractor neglects and/or fails to carry out the Work in accordance with the Contract Documents and fails within a fourteen day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness

17. **REMEDIES.** In addition to any and all other rights a party may have available according to law of the State of Louisiana, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 10 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 10 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract. In the event Owner terminates this Agreement in accordance with this section, Contractor shall not be entitled to any overhead and/or profit on the remaining portion of the Work and Services subject to this Agreement. In addition, in the event of Owner's termination under this Section, Owner shall be entitled to damages for delay and any amounts that exceed to Contract Sum to complete the work.

18. **FORCE MAJEURE.** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party written notice with 10 day of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

19. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation.

20. **ENTIRE AGREEMENT.** This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

21. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by each party.

23. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by the laws of the State of Louisiana, without regard to any choice of law provisions of Louisiana or any other jurisdiction.

24. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Should any part or parts of this Section 24 violate La. R. S. 9:2780.1, the offending part or parts will be struck and this Section will be reformed to require the Contractor to indemnify and hold harmless the Owner to the fullest extent permitted by law.

25. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

26. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

27. **PREVAILING PARTIES.** In any dispute between the Owner and Contractor, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert fees, and costs from the non-prevailing party. Determination of which party prevailed shall be made by the finder of facts. The finder of facts shall make such determination by reviewing the claims and facts, considering the quantum of the claims being asserted and defended, and then

determining which party achieved greater success by quantifying the amounts awarded the party recovering damages and comparing such amounts with the amounts that the party paying damages saved (i.e., the damages actually awarded versus the damages that were claimed).

28. SIGNATORIES. This Agreement shall be signed on behalf of BARRY BRUNET AND EMILY CAPDEVILLE by BARRY BRUNET AND EMILY CAPDEVILLE Owner, Owner and on behalf of Brighter Horizons Construction Inc by Charles Aponza, Owner (Contractor's License: 560513) and shall be effective as of the date first written above.

Owner:
BARRY BRUNET AND EMILY CAPDEVILLE

By:  
BARRY BRUNET EMILY CAPDEVILLE

Date: 09 / 30 / 2022 09 / 30 / 2022

Contractor:
Brighter Horizons Construction Inc

Contractor's License: 885564

By: 
Charles Aponza
CEO

Date: 09 / 29 / 2022

NOTICE OF LIEN RIGHTS

Delivered by Brighter Horizons Construction Inc, "Contractor" to BARRY BRUNET AND EMILY CAPDEVILLE "Owner," for work being performed at 604-06 N St Patrick, New Orleans, LA, 70119.

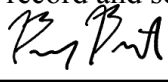

By signing below, the Owner of residential property located at the address shown above acknowledges that the above-named contractor has delivered this notice to me, the receipt of which is accepted, signifying my understanding that said contractor is about to begin improving my residential property according to the terms and conditions of a contract, and that in accordance with the provisions of law in Part I of Chapter 2 of Code Title XXI of Title 9 of the Louisiana Revised Statutes of 1950, R.S. 9:4801, et seq.:

(1) A right to file a lien against my property and improvements is granted to every contractor, subcontractor, architect, engineer, surveyor, mechanic, cartman, truckman, workman, laborer, or furnisher of material for the improvement or repair of my property, for the payment in principal and interest of such work or labor performed, or the materials, machinery or fixtures furnished, and for the cost of recording such privilege.

(2) That when a contract is unwritten and/or unrecorded, or a bond is not required or is insufficient or unrecorded, or the surety therefore is not proper or solvent, I, as owner, shall be liable to such subcontractors, materialmen, suppliers or laborers for any unpaid amounts due them pursuant to their timely filed claims to the same extent as is the herein-above designated contractor.

(3) That the lien rights granted herein can be enforced against my property even though the contractor has been paid in full if said contractor has not paid the persons who furnished the labor or materials for the improvement.

(4) That I may require a written contract to be recorded, and a bond with sufficient surety to be furnished and recorded by the contractor in an amount sufficient to cover the cost of such improvements, thereby relieving me, as owner, and my property, of liability for any unpaid sums remaining due and owing after completion to subcontractors, journeymen, cartmen, workmen, laborers, mechanics, furnishers of material or any other person furnishing labor, skill, or material on the said work who record and serve their claims in accordance with the requirements of law.

Owner Signature:  

Owner Print Name: BARRY BRUNET AND EMILY CAPDEVILLE

Date: ~~09 / 30 / 2022~~ 09 / 30 / 2022



Formal Proposal

September 25, 2022

Submitted to:

Barry Brunet and Emily Capdeville

Business: emilycapdeville@gmail.com

Personal: rollwithem@gmail.com

Submitted by:

Brighter Horizons Construction

New Orleans, Louisiana 70119

Business: (504) 666-9164

Business: caponza@brighterhorizonsconstruction.com

License Number: Residential:885564 | Commercial:67669

GENERAL CONDITIONS

The contractor shall provide all necessary labor and materials, and perform all work of every nature on the proposed remodeling in accordance with this contract, the specifications, and the accompanying drawings. The Contractor shall obtain the building permit. All subcontractors will take out their own permits and pay for them. The owner, if necessary, will have the lot surveyed and will apply for all zoning, historic preservation or other related permits as necessary. Work for any of these are not included under this contract. All work is to be executed in a workman like manner in accordance with the contract, plans, and specifications.

Project Specifications

Exterior Painting and Renovation

Prepare exterior siding for paint

Repair damaged siding, soffits, facias and trim

Reattach rod iron rails around exterior stairs and porches

Remove front porch metal cover, repair porch deck and apply a flat roof

Create and install missing shutters for new and modified windows.

Exterior Paint will be Sherwin William Super Paint or comparable

General Project Contents

GENERAL DEMOLITION

- Remove and replace 70 pieces of wood tongue and grove boards in the soffit
- Remove and replace up to 100 pieces of wood siding, 6".

INTERIOR TRIM, STAIRS AND ACCESSORIES

- Reattach all rod iron handrails removed by previous contractor

EXTERIOR PAINTING

- Sand and fill all exterior wood siding, countersink and prime nails
- Sand and fill all exterior doors and windows. Reglaze window panes
- Sand and fill exterior wood trim and repair as needed.
- Paint wood siding, water based paint roll and brush, 2 coats.
- Paint fascia, soffit and trim with water based paint, roll & brush, 2 coats.
- Paint all exterior window sashes, window casings and shutters with 2 coats of latex paint.
- Paint exterior doors with a water based enamel, roll / brush, 2 coats. Includes jamb & trim.

EXTERIOR WALLS & TRIM

- Provide and Install 5 exterior shutter pairs for the new windows and relocated windows as per plans. To include hardware and hatch as well per pair.

DECKS & PORCHES

- Demolish 240 sq. feet of metal porch deck covering. Repair front porch decking and apply a flat roof system. Flashing around windows, doors and 3" drip cap.

Sub-Total is \$56,363.77

Project Cost is \$56,364.00

THE FOLLOWING PROPOSAL IS SUBMITTED BY:

Signature  Date: 09 / 29 / 2022

ACCEPTANCE OF PROPOSAL

The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in this contract.

Signature  Date: 09 / 30 / 2022

Signature  Date: 09 / 30 / 2022

TITLE	Revised Contract
FILE NAME	Constructio....19.22).pdf and 1 other
DOCUMENT ID	6d7f821fe5f07f3ad2eca7c0c16cc2bd63ff1dd2
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

09 / 29 / 2022

23:31:10 UTC

Sent for signature to Barry Brunet (rollwithem@gmail.com) and Emily Capdeville (emilycapdeville@gmail.com) from caponza@brighterhorizonsconstruction.com
IP: 172.56.26.130



VIEWED

09 / 30 / 2022

11:03:04 UTC

Viewed by Barry Brunet (rollwithem@gmail.com)
IP: 172.58.3.128



SIGNED

09 / 30 / 2022

11:04:21 UTC

Signed by Barry Brunet (rollwithem@gmail.com)
IP: 172.58.3.128



VIEWED

09 / 30 / 2022

11:25:03 UTC

Viewed by Emily Capdeville (emilycapdeville@gmail.com)
IP: 174.68.25.159



SIGNED

09 / 30 / 2022

13:25:22 UTC

Signed by Emily Capdeville (emilycapdeville@gmail.com)
IP: 174.68.25.159



COMPLETED

09 / 30 / 2022

13:25:22 UTC

The document has been completed.