



CONSTRUCTION CONTRACT

Agreement made as of September 27, 2022.

Between **Kirk Williamson Roger Kopfmann** "Owner", and **JLV Construction, LLC** "Contractor" for the Project: **2415 S Galvez St**

Billing Address for Owner:
2415 S Galvez St
New Orleans, Louisiana

The Owner and the Contractor agree as set forth below:

THE WORK
ARTICLE 1

The Owner shall furnish to the Contractor a current survey of the lot and elevation certificate prepared by a licensed land surveyor showing all boundaries, easements, and such other topographical features as may be required by government entities. The Owner shall furnish to Contractor proof of ownership, etc. that may also be required by government entities

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced from the latter of the date that this agreement is fully executed or the date that all applicable permits are received and the Owner & Contractor have set the date start date N/A. Substantial Completion shall be achieved not later than 180 days after the Work to be performed is commenced.

If the Contractor is delayed at any time in the commencement or progress of the work by (i) an action of the Owner, Architect or separate contractor employed by the Owner and such action is not authorized in the Contract Documents or not otherwise reasonably anticipated and such action unreasonably interferes with the Contractor's commencement or progress of the Work, (ii) changes ordered in the work pursuant to Change Order(s), (iii) fire or other unavoidable casualties or circumstances such as theft and vandalism, (iv) adverse weather conditions that are abnormal for the period of time and that could not have been reasonably anticipated or (v) other causes which the Contractor determines may justify delay, then the contract time shall and time for Substantial Completion shall be extended by such reasonable time as the Contractor may determine.

Completion of the entire project (as defined by the receipt of an unconditional Certificate of Occupancy issued by the jurisdictional permitting authority or other proof of completion acceptable to the Owner) and the completion of all work including the mutually agreed Punch List, will occur on or before 15 days after Substantial Completion and in no case later than 180 calendar days from the commencement of work.

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, the Contract Sum of: \$269,917.76 subject to additions and deductions as provided in the Contract Documents.

In instances where there is lengthy lead time between the signing of this contract and the commencement of work, Contractor reserves the right to reprice the Contract Sum and Schedule of Values to reflect any market fluctuations. If Contractor reprices the Contract Sum and Schedule of Values, and the parties cannot agree on the new price, then any party may terminate this agreement. If the parties agree on a new Contract Sum and Schedule of Values, the agreement will be set forth in writing signed by each party.

Owner agrees to pay a deposit equal to 10% of the Contract Sum to the Contractor prior to the commencement of work on this project.

ARTICLE 4

PROGRESS PAYMENTS

Before commencing any work under this Contract, Contractor shall provide Owner a Schedule of Values, breaking down the contract sum into distinct, itemized categories of work, each with an assigned value, the total of which shall equal the Contract Sum. Owner and Contractor shall review and agree upon the Schedule of Values before any work commences. Thereafter, Contractor shall submit invoices to Owner on a substantial progress basis, with each such invoice reflecting and based on the percentage of each category of work itemized on the Schedule of Values which the Contractor contends it has properly completed during the preceding pay period. Contractor will endeavor to submit invoices on a bi-monthly basis; however, Contractor is not obligated to submit invoices on any set schedule.

Owner shall make payments on said invoices for all work properly completed and acceptable to Owner within 14 days of invoice date. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of 1.5% per month.

Contractor agrees that it will promptly pay all direct and/or indirect subcontractors, suppliers laborers and others engaged by/under it to provide goods and/or services under this agreement, that it will promptly satisfy and cause removal of any liens filed against the project, that no progress or other payments shall be due under this Contract while any lien against the project is pending, and that Owner may use any portion of the Contract Sum necessary, whether Contractor contends it has earned that portion or not, to satisfy and cause removal of any lien which Contractor fails to have promptly removed.

ARTICLE 5 FINAL PAYMENT

Contractor will remit a final invoice for all contract sums remaining due under the Contract upon delivery of a certificate of occupancy for the project, and that final invoice will be payable upon completion of the final punch list and production of a clear lien and privilege certificate for the project dated after the certificate of occupancy.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows:

1. This Construction Contract
2. Construction Drawings Dated
3. Contractor's Proposal with Detailed Scope of Work
4. Home Presentation "Punch List" Document

ARTICLE 7 DISPUTE RESOLUTION

Any controversy or claim between or among the parties hereto, including but not limited to those arising out of or relating to this Agreement, shall be determined and resolved by binding arbitration in accordance with the protocol for arbitration of commercial disputes of J.A.M.S./Endispute or American Arbitration Association. The arbitration shall be conducted in, and Judgment upon such arbitration award shall be entered in the applicable court of governing municipality where project is located. Exclusive venue for any litigation between the parties hereto shall be in the governing municipality where project is located. The parties hereto waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in the governing municipality where project is located and specifically consent to the jurisdiction in the governing municipality where project is located.

In any litigation, arbitration or other legal proceeding which may arise between any of the parties hereto, the prevailing party shall be entitled to recover its costs and expenses, including costs and expenses of arbitration, court costs and expenses incurred on appeal, and reasonable attorneys' fees incurred in any dispute through arbitration and appeal of and final judgment in addition to any other relief to which such party may be entitled.

ARTICLE 8 INSURANCE

Contractor agrees to maintain workers compensation and commercial general liability insurance for the entire time that work is being performed under this Contract, and Contractor further agrees to provide the Owner with a copy of Contractor's current workman's comp insurance and general liability policy upon request. Owner is responsible for maintaining property insurance during the course of construction for the full value of any existing buildings and property including improvements thereto, and Owner agrees to provide proof of said insurance to Contractor upon request before or during construction.

ARTICLE 9 CHANGE ORDERS

Any requests for changes to the work to be performed under this contract scope must be made in writing.

No change to this contract including, without limitation any modification, clarification, interpretation or correction of the plans or specifications, changes to the work to be performed, or changes to the Contract Documents shall be made without mutual agreement and a written Change Order signed by Contractor and Owner identifying the change, the cost of the change, and the effect on Project schedule, if any.

Contractor is authorized to make minor changes in the work, without a written change order, which are in the best interest of Owner and that do not materially alter the quality or performance of the work, and do not affect the cost or time of performance, and comply with applicable Laws, codes, ordinances and regulations. Contractor will inform Owner of each minor change made in the work.

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

Final Proposal

020 Site Preparation **\$9,895.20**

1000 Permits and Fees **\$6,490.40**

Builder to complete and submit all applicable permit applications and required submittals to the local municipality. Permit applications and submittals to be submitted are for the required building and mechanical permits and inspections. Building permit and inspection fees as well as permit and inspection fees for the electrical, plumbing, and HVAC scopes of work are included.

Architectural Design Fees	1 each	\$3,920.00
Building Permits and Fees	1 each	\$2,010.40
Close-Out Walk Through and Inspection	1 each	\$560.00

1200 Site Work **\$3,404.80**

Scope of work includes the standard grubbing of topsoil and any vegetation in the building pad area. Builder to deliver and spread a minimal amount of river sand to the building site. The fill is brought in to raise the building area for drainage purposes. Site work does not include removal of any existing footings, grade beams, foundations, pilings, etc. Any removal of existing foundation materials will be an additional fee.

Scope of work includes the timber piling layout by a licensed surveyor. All surveys, including the Builder's Package survey to be supplied by Owner/Architect.

Clearing, Grubbing, and Site Prep	1 each	\$1,008.00
Fill and Grading	2 each	\$1,456.00
Equipment	1 each	\$392.00
Surveying - Piling Layout	49 each	\$548.80

2100 Footing & Foundation **\$19,801.60**

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Scope of work includes exposed timber piles with supported pier (CMU) and beam foundation on concrete slab at parking area.

Seismic monitoring during pile driving is included in proposal.

If unsuitable soil conditions are to be found, the design professional of record will be notified. Any costs associated with the removal of unsuitable soil conditions are not included in the proposal.

Builder will back fill foundation area with existing excavated soils upon completion of foundation.

Excess soils to be graded out on property.

Treated Timber Piles 40'	28 each	\$6,585.60
Treated Timber Piles 35'	17 each	\$3,236.80
Footings and Foundation (CMU) Material	107 each	\$5,392.80
Footings and Foundation (CMU) Labor	107 each	\$4,194.40
Seismic Monitoring	1 each	\$392.00

3000 Rough Structure**\$102,437.22****3100 Rough Carpentry - Framing**

\$64,122.24

Materials, where applicable, to be kiln dried.

Floor Decking (Sub-Floor) to be 3/4" Advantech structural tongue and groove Oriented Strand Board installed per code.

Wall Sheathing to be 1/2" nom. (7/16) CDX as per notes on plans and installed per code.

Roof Decking to be 5/8" nom. (10/16) oriented strand board installed per code using H clips where applicable.

Floor System to be dimensional lumber (2x12s). I-Joist and/or trim joists to be priced based on engineer's recommendation and stamped drawings.

Roof Rafters to be dimensional lumber. Roof trusses to be priced based on engineer's recommendation and/or stamped drawings.

Solid Fire Blocking to be dimensional lumber (2x4 or 2x6). Fire Blocking to be installed at 1/3 and 2/3 heights of all walls over 10'.

Price does not include any attached or detached secondary structures.

Rough Carpentry - Framing Materials	2,202 s.f.	\$44,392.32
Rough Carpentry - Framing Labor	2,202 s.f.	\$17,263.68
starping	2,202 s.f.	\$2,466.24

3600 Plumbing Rough-In**\$15,590.40**

Scope of work to include all supervision and labor from a licensed plumber, equipment, supplies and materials to provide a complete plumbing system for the project as per the Architectural and Mechanical plans.

Plumbing System to consist of the following:

PVC Drainage Piping installed per code.

PEX Water Supply Piping installed per code.

2 Exterior Hose Bibs

Condensate Drain Lines for HVAC

Plumbing Rough-In	24 each	\$15,590.40
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3700 Electrical Rough-In		\$12,084.58
<p>Scope of work to include all supervision and labor from a licensed electrician, equipment, supplies and materials to provide a complete electrical system for the project as per the Architectural and Electrical plans.</p> <p>Electrical System to consist of the following:</p> <p>Electrical Rough-In as per final Electrical drawings.</p> <p>To include all necessary materials for rough-in. (Wiring, Boxes, Electrical Panels, etc.)</p>		
Electrical Rough-In	2,202 s.f.	\$12,084.58
3800 Mechanical (HVAC) Rough-In		\$10,640.00
<p>Scope of work to include all supervision and labor from a licensed mechanical contractor, equipment, supplies and materials to provide a complete HVAC system for the project as per the Architectural and Mechanical plans.</p> <p>HVAC System to consist of the following:</p> <p>2 HVAC Systems to be sized according with 1st floor and 2nd floor living area. Each living unit to have 1 HVAC system. Units quoted are Tempstar 14 Seer units with single speed, and electric heat with humidity control.</p> <p>Final system size to be determined after load calculations are completed.</p>		
Mechanical (HVAC) Rough-In	5 ton	\$10,640.00
4000 Roofing		\$5,930.40
4000 Roofing Specifications		\$5,930.40
<p>Scope of work to include all labor, materials, supervision and equipment for the roofing application as per the Architectural drawings for the project.</p> <p>30 Yr. Architectural Asphalt Shingles (GAF Timberline, or Certainteed Berkshire)</p> <p>Felt Paper Underlayment with Ice and Water Shield at eaves and valleys.</p> <p>Drip Edge at roof-line.</p>		
Asphalt Shingles - 30Yr Architectural Materials	21 square	\$3,410.40
Asphalt Shingles - 30Yr Architectural Labor	21 each	\$2,520.00

4700 Insulation		\$8,088.64
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Scope of work includes the installation of the following insulation materials:

Closed Cell Spray Foam - Underside of House (Floor Cavity)

R-13 Fiberglass Batt Insulation - Exterior Walls

R-19 Fiberglass Batt Insulation - 2nd Floor Ceiling

R-13 Batt Insulation - Walls	1,736 each	\$1,652.67
R-30 Bath Insulation-Attic	2,200 each	\$3,080.00
Closed Cell Spray Foam Insulation - Floor	1,362 s.f.	\$3,355.97

4800 Exterior Finishes		\$12,331.20
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4910 Exterior Coatings		\$12,331.20
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Scope of work includes all labor, material, and equipment for the exterior painting. Painters to prepare and paint exterior of house including any and all exposed siding, trim, fascia, columns, spindles, ceilings and floors.

Painting to include two (2) coats of paint (Duration from Sherwin Williams or Equivalent).

Estimate includes up to 4 different colors.

Exterior Painting - Material	2,202 s.f.	\$3,699.36
Exterior Painting - Labor	2,202 s.f.	\$8,631.84

5000 Drywall		\$16,128.00
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Scope of work to include all labor and materials for gypsum walls and ceilings.

1/2" Drywall on all wall and ceilings.

1/2" Moisture Resistant Drywall in bathrooms and other wet areas.

Drywall Material - 1/2"	240 each	\$7,526.40
Drywall Labor - 1/2"	240 each	\$8,064.00
drywall delivery and handling	240 each	\$537.60

5200 Interior Trim		\$17,920.00
5200 Finish Carpentry - Interior Trim and Millwork		\$17,920.00
5 1/2" baseboards (builders' package from Home Depot)		
6' 8" doors with trim from Home Depot		
use same trim for windows		
pine treads on stairs		
Interior Trim Package - Material	1 each	\$9,520.00
Interior Trim - Labor	1 each	\$8,400.00
5300 Ceramic Tile		\$8,386.56
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Ceramic Tile scope of work includes the preparation of areas where tile will be installed. Installation method consists of cement panels glued and screwed as per manufacture requirements and recommendations. Red-Guard is applied to seal and waterproof the areas for tile installation.		
Estimate includes the install of one (1) niche in each shower/tub.		
Ceramic Tile (Material) Allowance includes the material for bathroom floors and shower walls.		
Ceramic Tile - Misc. Material	576 s.f.	\$1,935.36
Ceramic Tile - Labor	576 s.f.	\$6,451.20
5600 Finish Plumbing		\$6,720.00
5600 Finish Plumbing		\$6,720.00
Scope of work includes the installation of all finish plumbing fixtures as per manufacturer's requirement and recommendation. Final inspections will be completed after install.		
Finish Plumbing - Install	24 each	\$6,720.00
5700 Finish Electrical		\$5,179.10
5700 Finish Electrical		\$5,179.10
Scope of work includes the installation of all finish electrical fixtures as per manufacturer's requirement and recommendation.		
Final inspections will be completed after install.		
The lighting plan is to be developed by Builder and approved by Owner/Architect prior to construction. Types and locations of lights for interior and exterior of home will be determined at that time.		
The finish electrical install estimate may be adjusted depending on the quantities and selections by the Owner/Architect.		
Finish Electrical - Install	2,202 s.f.	\$5,179.10

5800 Finish HVAC		\$4,368.00
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Trim out of mechanical system. System locations to be determined by best location for system performance.		
Mechanical (HVAC) Finish	5 ton	\$4,368.00
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5900 Interior Wall Coverings		\$12,331.20
5900 Interior Paint		\$12,331.20
Scope of work to include the preparation and painting of the interior surfaces. Painting to include drywall, trim, doors, and shelving.		
Application of one (1) coat of primer and two (2) coats of final paint.		
Paint to be Cashmere from Sherwin Williams (Walls), Pro Classic from Sherwin Williams (Trim) and Promar400 from Sherwin Williams (Ceilings)		
Interior Painting - Material	2,202 s.f.	\$3,699.36
Interior Painting - Labor	2,202 s.f.	\$8,631.84
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6200 Driveway		\$5,576.48
6200 Concrete Pavement		\$5,576.48
Scope of work includes the front concrete driveway. Driveway to be graded for proper drainage and poured as per industry standards.		
Driveway - Labor	766 s.f.	\$2,573.76
Driveway - Material	766 s.f.	\$3,002.72
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6213 Exterior Trim & Siding		\$14,896.00
4800 Exterior Cladding - Fiber Cement Siding and Trim		\$14,896.00
Scope of work includes the labor, material, and equipment for the installation of the fiber cement siding, fascia, soffit and trim. Exterior cladding will be installed according to the manufacturer's requirements and recommendations.		
6" Reveal on Fiber Cement Lap Siding		
Fiber Cement Siding and Trim - Labor	35 square	\$5,684.00
Fiber Cement Siding and Trim - Material	35 square	\$9,212.00

6300 Exterior Structures**\$19,928.16**

Exterior Porches and Decks**\$11,528.16**

Scope of work includes the labor and materials for exterior decks, porches, handrails, columns and beams.

Deck flooring to be treated tongue and groove

Porch ceilings to be 1x6 yellow pine.,

Handrails to be treated dimensional lumber.

column concrete bases	6 each	\$1,008.00
Columns Labor	6 each	\$672.00
Ceilings 4x8 hardy sheets	17 each	\$476.00
4 Sets of Stairs w/ wood railing	4 each	\$1,568.00
Crawl Space	1 each	\$336.00
A/C platforms with metal cages	2 each	\$672.00
Awnings	2 each	\$784.00
Materials	1 each	\$6,012.16

Wood Fencing**\$8,400.00**

Scope of work includes a 6' tall horizontal wood fence at perimeter of property and 2 pedestrian gates.

240 LF of 6' Wood Fence

6' Horizontal Wood Fence	240 l.f.	\$5,760.00
6' Horizontal Wood Fence	240 each	\$2,304.00
6' Pedestrian Gates	2 each	\$336.00

Base Price

\$269,917.76

Signatures



Client: Kirk Williamson

Sep 27 2022

Date



Client: Roger Kopfmann

Sep 30 2022

Date



Builder: José Villeda

Sep 27 2022

Date