Portico Construction, Inc.

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October 5, 2022

PROPOSED TO:

Charlene Quinlan

FOR WORK TO:

8215 Zimple Street

PROJECT DESCRIPTION: Construct new single family residence

CONTRACT

Portico Construction, Inc. proposes to supply all labor and materials required to complete the scope of work on the plans by Jeffery Treffinger Architects, and Dale Phillips, Cypress Engineering. . The scope is described in the plans and in the attached Portico Construction schedule of values dated August 3, 2022. The work is to include the construction of the new single family house and site improvements as detailed in the Notes below and in the attached Schedule of Values. The cost of this work will be for a BASED ON THE COST OF LABOR, MATERIALS, AND SUBCONTRACTORS PLUS A FEE, for an estimated cost of:

\$ 545.388.00 FIVE HUNDRED AND FORTY FIVE THOUSAND, THREE **HUNDRED AND EIGHTY EIGHT DOLLARS AND NO CENTS)**

Notes:

- See attached schedule of values and list of excluded and owner furnished items.
- 2. Professional drawings required for permitting are to be by others.
- The start date can be any date at the owner's request after permits are approved.
- Additions, changes to the scope of work, or additional work as a result of conditions not yet discovered may result in additional charges.
- Billing and payment schedule:
 - a. Progress invoice: An invoice for progress to date will be submitted biweekly.
 - b. Payment is due within 7 days of receipt of invoice.
 - c. Final payment is due within 7 days of completion.

6. Schedule:

- a. The project as outlined in the Schedule of values is estimated to take 270 days from commencement.
- b. Discovery items, additions to the work, and weather related delays, and delays in delivery of materials may extend the schedule.

- 7. Change Orders and changes in the Work:
- a. The Owner may order changes in the work (including modifications, deletions, substitutions, and upgrades) and the estimated contract sum shall be adjusted accordingly. All change orders and contract sum adjustments shall be in writing and shall be approved by the owner. Claims by the Contractor for extra costs must be **IN WRITING** and approved by the Owner before executing the work involved.
- b. The Contractor shall re-execute any work that fails to conform to the requirements of this agreement and that appears during the progress of the Work, and shall remedy any defects due to faulty materials or workmanship that may appear during the period of the Contractor's liability as established by Louisiana law. The provisions of the Article apply to work done by any agents or hires of the contractor as well as work done by direct employees of the Contractor.

8. Insurance:

- a. The Contractor shall supply Contractor's Liability and other insurance as follows: 1. Worker's Compensation per Statute 2. General Liability Insurance in the amount of \$1,000,000.00
 - b. Owner's Property Insurance as required.
- c. Certificates of Insurance shall be provided by each party showing their respective coverages prior to commencement of the work.
- 9. The scope of work includes, but is not limited to:
- a. Construction of a new one and one half story house per engineer's and architect's specifications, including site preparation and new foundation, framing, all new interior and exterior finishes, and all related building code requirements.
- b. All new electric, plumbing, and mechanical services by licensed and permitted subcontractors. Their cost estimates are included in the attached schedule of values.
- c. Building inspections are to be requested as required, and any needed corrections approved before occupancy.

Proposed by:

Roger McCulloch

Portico Construction, Inc.

ger McCullor

LA #41938

LA #884746

Date: 10/7/22

Accepted by:

Thomas C. Ouinlan, owner

Date: 10-07-12