

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (“Contract”), effective as of the date of the last party to sign below, is between **SYMELE LLC**, LSLBC # 884880, having an address at 1212 Hagan Ave., New Orleans, LA 70119 (“Contractor”) and **AJAY BHATIA** (“Owner”) having an address at 1352 Magazine St., New Orleans, LA 70130.

- 1. SCOPE OF WORK:** Contractor will execute work as defined in AP Design Group stamped blueprints approved by the Dept. of Safety and Permits, city of New Orleans, and AP Design Group Recommended Repair Report dated August 8, 2022, by Joshua Juneau P.E., and Alex Hart P.E, S.E.
- 2. TIME OF COMPLETION:** The work to be performed under this contract shall commence after the Contractor secures appropriate renovation permits from the department of Safety and Permits, city of New Orleans. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, or general unavailability of materials. Estimated time to complete scope of work is 160 work hours.
- 3. CHANGE ORDERS:** Any ancillary work required to be done beyond the scope of work described in Section 1, will be described as a Change Order and shall be in writing and signed by owner, contractor, and Joshua Juneau, and shall be incorporated in, and become part of the Contract. Exceptions to written and signed documentation to be stipulated as any work required to maintain structural integrity of the building and/or the ultimate success of the Project.
- 4. WORK SITE:** The project is located at 1352 Magazine St., New Orleans, LA 70130. It is a 2 story residence with frontage on Magazine St. This does not include the small cottage at the rear of the property.
- 5. PERMITS:** Contractor will apply for and obtain all permits and regulatory approvals as may be required by the local municipal/county government, the cost thereof shall be reimbursed to the Contractor by the Owner.

6. **SOIL CONDITIONS:** Contractor shall have no responsibility for the condition of the soils at the worksite. Any excavation filling or any other work other than the usual in customary excavation and grading required for the project shall be an additional expense of the owner.
7. **INSURANCE:** The Contractor represents that it has purchased and will keep in place for the duration of the contract in a company or companies authorized to do business in the state of Louisiana, such insurance as will protect the Owner from claims for loss or injury, which might arise out of a result from the Contractor's operations under this project, whether such operations by the Contractor or my subcontractor or its subcontractors. The Contractor represents and agrees that said insurance is written for and shall be maintained in an amount not less than the limits of liability specified below or required by law, whichever coverage is greater:

(A) Worker's Compensation: (\$500,000)

(B) Comprehensive General Liability with limits of not less than \$1,000,000 (1 million dollars) per occurrence.

8. **CONTRACTORS FEE:** Owner agrees to pay contractor weekly for performing the services set forth in the scope of work. Contractor shall be paid as follows:
- Time/material terms of agreement: \$125 per hour per two-man team (\$65 per hour for skilled labor, \$45 per hour for non-skilled labor), 18.25% markup for all other items and materials including provided subcontractors. All invoices will have a breakdown of time, copies of any and all receipts, and site totals for the week.**

9. **PAYMENT:**

(A): Owner herein certifies that he has secured and will maintain funds necessary to pay contractor, subcontractors, and all materials both in place and necessary to complete the job as stated in the scope of work.

(B) **APPLICATION FOR PAYMENT:** Contractor will, by the close of business (defined as 5:00 PM) on each Thursday, submit to the owner, an itemized "Contractors Invoice", which will be submitted electronically at: bhatia.ajay.k@gmail.com.

(C) **PAYMENT OF CONTRACTOR'S INVOICE:** The payment shall be made available to the contractor on the next business day (Friday). Owner shall make available to the Contractor a signed check, or Owner and Contractor coordinate making the weekly payment electronically via the ACH network, whichever is necessary to execute timely weekly payment.

10. STRUCTURAL INSPECTIONS: All work that needs to be inspected or tested and certified by the engineer as a condition of any government department or other state agency, shall be done at each necessary stage before further construction can continue, pending Engineer's and Owner's approval of same under the determination and advice of Contractor. All inspection and certification, as necessary, will be scheduled by the Contractor and reimbursed to the Contractor by the Owner.

11. GENERAL PROVISIONS:

(A) **NOTICE:** Any notice our communication required are permitted under this contract shall be sufficiently given if delivered by certified mail return receipt requested to be addressed set forth in the opening paragraph auto such other address as one party may have furnished to the other in writing.

(B) **ENTIRE CONTRACT:** This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

(C) **AMENDMENT:** This contract may be modified or amended in writing, if they're riding a sign by the parties obligated under the amendment.

(D) **WAIVER OF CONTRACTUAL RIGHT:** Failure of either party to enforce any provisions of this Contract shall not be construed as a waiver

or limitation of the parties right to subsequently enforce in compel strip compliance with every provision of this contract.

(E) **CHOICE OF LAWS & MEDIATION:** This agreement shall be deemed to have been made in New Orleans, Louisiana and shall be construed in accordance with the laws of the State of Louisiana. The parties herein agree to attempt to mediate any disputes in good faith or claims prior to the filing of a suit for damages. The parties further agree that the proper venue for any suit for damages shall be Civil District Court for the parish of Orleans, State of Louisiana located in New Orleans, Louisiana.

(F) **UTILITIES:** The owner shall provide and maintain water and electrical service during the duration of the renovation.

(G) **FORCE MAJEURE:** If performance of this contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either parties reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such events, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such an event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within a reasonable control of a party if committed, omitted, or caused by such party, or its employees, offices, agents, or affiliates.

(H) **COMPLETION OF JOB:** The contractor agrees to dispose of all excess and hazardous materials as a result of this contract and leave the property in "broom clean" condition.

(I) **RETAINAGE:** Contractor agrees that Owner will withhold the 18.25% markup on all materials and other necessary items until scope of work is

