

Schneider Construction & Restoration, Inc.

Contract

This Agreement made as of the 21st day of October in the year 2022.

Between the Owner: Jennifer Durst and Conor Hardeman

and the Contractor: Schneider Construction & Restoration, Inc.
5301 Canal Boulevard
New Orleans, LA 70124-1713

Project: Addition and Renovation to 1535 Eleonore, New Orleans, LA

The Architect: Lindsay Woolf of Woolf Architecture– Engineer is James Heaslip of Axis Engineering

Start & Substantial Completion Date:

Start Date: Within 10 days of the issuance of the building permit or signing of this contract, whichever date is later.

Substantial Completion Date: 240 Calendar days after the start date as set forth above.

SPECIAL ARTICLE: The contract will only be held in force if the owners obtain the necessary financing for the project. A written notice shall be given to the Contractor by the owner and their lender to confirm the financing is in order and gives the contractor notice to proceed.

The Owner and Contractor hereby agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall perform the Work (as defined in Section 6.2 below) described in, or reasonably inferable from, the Contract Documents for the Project. The Contract Documents consist of:

- .1 this Agreement Between Owner and Contractor ("Contract");
- .2 the drawings and specifications; by **Woolf Architecture dated August 18, 2022 and Axis Engineering dated September 22, 2022**
- .3 written orders for changes in the Work issued after execution of this Contract ("Change Orders");
- .4 estimate emailed by Contractor dated **October 3, 2022** attached hereto as **Exhibit B, including allowances listed** ("Cost Budget");
- .5 allowance items - **as described in Exhibit B**

§ 1.2 Neither the Contract Sum (as defined in Section 3.1) nor the Contract Time (as defined in Article 2) may be changed except by a Modification (as defined in Section 16.1.4).

Owner's Initials

Contractor's Initials

§ 1.3 In the event of a conflict between the Contract Documents, the order of precedence of the Contract Documents shall be as follows:

1. Estimate
2. Drawings & Specifications

§ 1.4 The Owner and Contractor agree to execute a Notice of Contract, which notice will be recorded by Owner in the official records of the Parish in Louisiana in which the Project is located. The Contractor will have the right to record the Notice of Contract.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the “Contract Time”. The date of commencement of the Work shall be the date of this Contract signing or within 10 days of the building permit issuance date, whichever is later, unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than the Completion Date (as set forth on the first page), subject to adjustment as provided in Article 10 and Article 11 (the “Completion Date”). **Where the delivery of any critical item is delayed, through no fault of the contractor, because of the shortage or unavailability of materials or equipment, contractor shall not be liable for any additional costs or damages associated with such delay(s).**

§ 2.1 **Liquidated Damages.** Contractor understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Substantial Completion is not attained by thirty (30) days after the Scheduled Substantial Completion Date (the “LD Date”), Contractor shall pay Owner One Hundred Dollars and no/100 (\$100.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by owner which are occasioned by any delay in achieving Substantial Completion.

In the event of delay caused solely by the Owner, Contractor shall be entitled to overhead and profit of \$1,800 per week for such delay; provided, Contractor shall provide Owner with sufficient advanced notice of all decisions that require Owner input.

ARTICLE 3 CONTRACT SUM


§ 3.1 Subject to additions, deductions and Modifications, and the limitations as set forth in § 3.3, the “Contract Sum” is **Six Hundred Sixty Seven Thousand and Ninety Five Dollars (\$667,095).**


§ 3.2 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work, except for any Owner provided items expressly noted on the Cost Budget (Exhibit B).

§ 3.3 The Contract Sum is subject to additions and deductions by written orders for changes in the Work signed by both parties.

§ 3.4 Allowance items making up a portion of the Contract Sum are identified on the Cost Budget (Exhibit B).

SPECIAL ARTICLE: If, during the performance of this contract, the price of materials or equipment significantly increases, through no fault of contractor, the price of shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 2.0 % experienced by contractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of is delayed, through no

Owner's Initials: 

Contractor's Initials: 

fault of contractor, because of the shortage or unavailability of materials or equipment, contractor shall not be liable for any additional costs or damages associated with such delay(s).

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment, timely submitted Owner and its Lender, the Owner shall pay or cause payment to be made to the Contractor, in accordance with Article 12, as follows:

Within 7 days of Owner's receipt of an Application for Payment showing the percentage complete of the Work and / or portions thereof as applicable, Owner will pay Contractor pursuant to such Application for Payment.

§ 4.1.1 The Owner shall use commercially reasonable efforts to pay the undisputed amounts listed on each Application for Payment to the Contractor within two (2) business days after inspection by the Construction Inspector or Owner's Lender's inspector, but no later than seven (7) business days after receipt of the Application for Payment.

§ 4.1.2 Within ten (10) calendar days of Contractor's receipt of each payment, upon Owner's request, Contractor shall, at the owner's request, provide Owner a lien waiver and release in a form agreed upon between Owner and Contractor and Subcontractors, excluding previous claims made in writing.

§ 4.1.3 Payments due and not timely paid under the Contract Documents shall bear interest from the date payment is due at the rate of 12%

SPECIAL ARTICLE: Owner and Contractor agree that payments associated with this contract by the owner to the contractor shall not be contingent upon receipt of insurance related proceeds.

§ 4.2 FINAL PAYMENT


§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum shall be made by the Owner to the Contractor when:

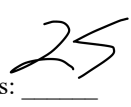
- (a) the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 13, and to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance, which is included in the Cost of the Work, as follows:

Insurance: Prior to commencement of Work, Contractor shall procure and maintain, insurance coverage as set as follows: a) Comprehensive General Liability Bodily Injury and Property Damage – \$1,000,000 per occurrence or and \$2,000,000 in the aggregate. This insurance shall include contractual liability coverage. b) Workmen's Compensation, Each Accident - \$500,000, Disease limit – policy – each employee - \$500,000 and otherwise meeting Louisiana statutory requirements; c) Leased Employee Liability – If Contractor, any sub-subcontractor thereof and/or any seller leases one or more employees through the use of a payroll, leasing, employee management or other company, Contractor, any sub-subcontractor thereof and/or any seller must directly procure workers compensation/employer's liability insurance in addition to insurance provided by the payroll, leasing, employee management or other company. The insurance shall be written on a "Minimum Premium" or "If Any" policy form. In addition, the workers compensation/employer's liability coverage provided to and for the leased employees by the payroll, leasing, employee management or other company must be evidenced and include an

Owner's Initials: 

Contractor's Initials: 

Alternate Employer/Leased Employee Endorsement naming the Contractor, the sub-subcontractor thereof and/or the seller as the alternate employer. Contractor acknowledges that Contractor has recovered the cost of the required insurance in the Proposal/Subcontract to cover its Indemnity obligations herein and to have Owner and Owner's Lender named as an additional insured on a primary, non-contributory basis on Contractor's policies. Prior to commencement of Work, Contractor shall furnish to Owner an original certificate of insurance in accordance with Owner's minimum insurance requirements set forth herein in a form and from insurers acceptable to Owner. Worker's Compensation shall include a waiver of subrogation in favor of Owner and Owner's Lender. Contractor shall provide endorsements to the General Liability policy naming Owner and Owner's Lender as an additional insured on a primary, non-contributory basis. Additionally, should any of the referenced policies be cancelled before the expiration date thereof, the issuing insurer will mail written notice to the certificate holder named on the certificate. The Contractor shall maintain all insurance until final completion of the Project except that completed operations coverage shall be maintained for at least five (5) years after the date of final completion. All insurance provided by Contractor shall be primary and non-contributory.

§ 5.2 The Owner shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis. The Owner is responsible for payment of the deductible for the forgoing property insurance.

§ 5.3 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work with the other party named as an additional insured when requested in writing prior to commencement of the Work.

§ 5.4 The Owner and Contractor waive all rights against each other and any of their Subcontractors, suppliers, agents and employees, each of the other for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. The Contractor accepts the relationship of trust and confidence established by this Contract and covenants with the Owner to cooperate and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor, to make payments to the Contractor in accordance with the requirements of the Contract and to perform its obligations and make decisions and selections within the time allowed by the Contractor's schedule.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes the labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations to comply with the Contract Documents.

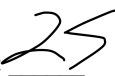
§ 6.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Plans and Specifications prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain ownership of the Plans and Specifications it prepared. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and

Owner's Initials:



Contractor's Initials:



exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect. Any Plans and Specifications prepared by Contractor, are owned by the Contractor, but Owner shall have the non-exclusive right and perpetual license to use the Plans and Specifications prepared by the Contractor for the Project.

ARTICLE 7 OWNER

§ 7.1 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, upon seven (7) days written notice to the Contractor and an opportunity to cure and Contractor's failure to cure or commence cure, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.2 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or fails to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice and an opportunity to cure from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies after an additional seven days written notice. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments then and thereafter due the Contractor.

§ 7.3 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.3.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner. However, the Contractor shall have no obligation to supervise the Owner's own forces and separate contractors employed by the Owner and is not liable for the work performed by the Owner's own forces and separate contractors employed by the Owner.

§ 7.3.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 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.

§ 8.1.2 The Contractor shall, before starting each portion of the Work, carefully study and compare (a) the various Contract Documents relative to that portion of the Work, (b) information furnished by the Owner, (c) Contractor's field measurements of any existing conditions related to that portion of the Work and (d) Contractor's observations regarding any conditions at the site affecting it. Contractor's review is for the purpose of facilitating coordination and construction by the Contractor and is not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; provided, however, that Contractor shall promptly report to the Owner any errors, inconsistencies or omissions discovered by the Contractor, if any.

Owner's Initials:



Contractor's Initials:



§ 8.1.3 The Contractor shall promptly report to Owner any nonconformity discovered by or made known to the Contractor as a request for information in writing with respect to the compliance or non-compliance of the Contract Documents with Laws and Regulations.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work which shall be subject to approval of the Owner which approval shall not be unreasonably withheld. Any Owner decisions and selections must be made within the time allowed pursuant to the Contractor's construction schedule. Owner acknowledges and agrees that any delays in making decisions and/or providing direction will result in delay to the Contractor's construction schedule and entitle Contractor to an extension of the Contract Time and additional Overhead & Profit.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor, its Subcontractors, and suppliers shall be duly licensed in accordance with applicable Laws and Regulations in the jurisdiction where the Project is located. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall deliver, handle, store, and install materials in accordance with manufacturer's instructions.

§ 8.5 WARRANTY

The Contractor warrants to the Owner that **for a period of one year from substantial completion**, (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 performed in a workmanlike manner free from defects; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 PERMITS, FEES AND NOTICES

§ 8.6.1 The Contractor shall obtain the building permit and any other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work. The building permit and any other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work shall be paid for by: The Contractor.


§ 8.7 USE OF SITE

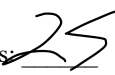
The Contractor shall confine operations at the site to areas permitted by applicable Laws and Regulations, the Contract Documents and the Owner.

§ 8.8 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

ARTICLE 9 CLEANING UP

Owner's Initials: 

Contractor's Initials: 

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of all waste materials and debris. The premises will be left in a broom swept condition.

NOTE: Final interior move in cleaning shall be the responsibility of the Owner.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may request changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, if approved by Contractor in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum for additive Change Orders, the Owner shall pay the Contractor its actual cost plus overhead and profit calculated on the same basis as shown on the Cost Budget. For any / all deductive Change Orders and credits to the Owner, the deduct and / or credit shall not include Contractor's overhead and profit on such Work deleted or reduced.

§ 10.2 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contractor must notify the Owner of the time and additional cost to address those found conditions and the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control but excluding any economic or financial considerations, the Contract Time and Contract Sum shall be subject to equitable adjustment upon the Contractor's notification in writing to the Owner of the delay, reasons for it and plan of action for correcting such delay.

§ 11.3 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were in excess of 3 days for each month during the Contract Time. Adverse weather is defined as meteorological weather conditions impacting the critical path or rain continuing for more than 4 hours or in excess of 1/2 inch in any 24-hour period.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in this Agreement, excluding Change Orders and/or other Modifications, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 PROGRESS PAYMENTS

§ 12.2.1 The Owner shall make progress payments in the manner provided in the Contract Documents.

§ 12.2.2 (a) The Contractor shall promptly pay each Subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

(b) Since the Owner is not requiring the Contractor to post a bond for the work, and subject to proper payments by the Owner to Contractor, the Owner shall be entitled to protect against liens and claims by those who may be entitled to file and make same under the Private Works Act of Louisiana, by making payments of any amounts due by Contractor to any Subcontractors or suppliers of materials ("Vendors") as set forth in any application of Contractor for payment, directly to such Subcontractors and vendors, provided that pending further notice from Owner to Contractor, Owner will not make any

Owner's Initials:



Contractor's Initials:



direct payment for an amount due with regard to the following: (i) a vendor under \$1,000 (ii) a Subcontractor under \$2,500 or (iii) any casual labor or any Subcontractor which has not furnished proper evidence of liability insurance or workmen's compensation coverage.

(c) Contractor shall provide all Applications for Payment along with a Schedule of Values in the form of AIA Document G702.

(d) When Owner receives an Application for Payment for which the Owner will be making payments directly to subcontractors and/or vendors, Owner shall prepare an accounting for Contractor showing the amounts to be paid directly by Owner and the balance due Contractor with respect to such application. Contractor shall provide bills for work completed by Subcontractors and for material received from vendors and Owner shall make direct payments in a manner consistent with the manner that payment would normally be made. The benefit on any discounts for prompt payment shall be retained by the Owner on payments made by the Owner.

(d) Contractor shall provide to Owner such Waivers and Releases reasonably requested from Subcontractors.

§ 12.3 SUBSTANTIAL COMPLETION

§ 12.3.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.


§ 12.3.2 When the Contractor considers that the Work is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (Punch List). The value of the punch list shall be agreed upon between Owner and Contractor. The punch list shall be completed within thirty (30) days after the development of the punch list.

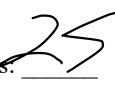
§ 12.3.3 Upon receipt of the Substantial Completion document outlining the punch list items, the Owner and / or its representative will inspect to determine whether the Work is substantially complete as defined in Section 12.3.1 above. The value of the punch list shall be agreed upon between Owner and Contractor. When the Work is substantially complete as defined in Section 12.3.1 above, the Owner and Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall establish the responsibilities of the Owner and Contractor. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. **Upon substantial completion, the contractor will prepare an application for payment and the remaining funds (including retainage) on the contract minus the agreed upon value of the punch list shall become due.**

§ 12.4 FINAL COMPLETION AND FINAL PAYMENT

§ 12.4.1 Final payment shall be made upon receipt of Contractor's written notice that the Work is ready for final inspection and acceptance (including completion of all punch list items), the Certificate of Occupancy is issued by the applicable governmental authority, and upon receipt of a final Application for Payment. Owner will inspect the Work to determine if the Work is acceptable and the Contract fully performed. **Final payment shall be made to Contractor within seven (5) days after the Work is acceptable and the Contract is fully performed.**

ARTICLE 13 CORRECTION OF WORK

Owner's Initials: 

Contractor's Initials: 

§ 13.1 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 13.2 If the Contractor fails to correct nonconforming Work within a reasonable time, upon seven days written notice and an opportunity to cure, and Contractor's failure to cure or commence cure, the Owner may correct it at Contractor's cost.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 ASSIGNMENT OF CONTRACT

Contractor may not assign the Contract as a whole without written consent of Owner.

§ 14.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 14.3 Titles, captions, and numbering used in this Contract are for convenience only and shall not be used in the interpretation of any provision of this Contract.

§ 14.4 Neither Owner nor Contractor shall be deemed to be the drafter or author of this Contract for purposes of construing and interpreting this Contract in any context.

§ 14.5 The invalidity of any part or provision of this Contract shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of this Contract.

ARTICLE 15 TERMINATION OF THE CONTRACT

§ 15.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment as provided in Section 4.1 and Section 12.2.1 for a period of 15 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for the Cost of the Work at the time of termination, costs incurred by reason of such termination and 20% overhead.

§ 15.2 TERMINATION BY THE OWNER OR CONTRACTOR WITHOUT CAUSE

The Owner or Contractor may, after 30 days written notice, terminate the Contract without cause. The Contractor shall be entitled to receive payment for the percentage of Work completed at the time of termination plus 15% overhead.

ARTICLE 16 OTHER TERMS AND CONDITIONS

§ 16.1 DEFINITIONS

§ 16.1.1 "Day" shall mean a calendar day unless otherwise specifically noted in the Agreement.

§ 16.1.2 "Person" means any natural or juridical person, including, but not limited to, corporations, partnerships, joint ventures, any other business association or organization and governmental agencies

§ 16.1.3 The term "Laws and Regulations" means laws, rules, regulations, ordinances, codes, statutes and orders of governmental bodies, agencies, authorities and courts having jurisdiction over the Parties, the Work or the Project site.

§ 16.1.4 A "Modification" is a written amendment to the Contract signed by both parties.

Owner's Initials:

Contractor's Initials:

§ 16.1.5 "Punchlist" or "Punch List" shall mean those minor items of incomplete, deficient or defective or non-conforming Work, including, but not limited to, painting, fine-finish grading and rubbish removal, which (i) are not necessary for the safe and reliable occupancy, use and operation of the Work and (ii) do not adversely affect Owner's ability to obtain approvals to occupy and use the Work from governmental entities having jurisdiction.

§ 16.1.6 The term "Subcontractor" means any person that has a contract with the Contractor to perform any portion of the Work required of Contractor under this Contract.

§ 16.2 CLAIMS AND DISPUTES

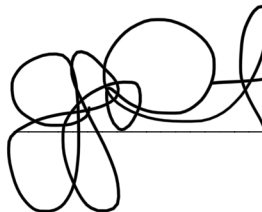
§ 16.2.1 Claims

At any time, either party to this Contract may assert a claim against the other. A claim is a demand made as a matter of right for the payment of money or other relief with respect to the terms of the Agreement. A claim may also mean any dispute and matter in question between the Owner and Contractor arising out of or relating to the Agreement. All claims must be substantiated by the party asserting the claim. Notice of claim(s) or dispute(s) must be submitted in writing, with pertinent, supporting data and documentation to the other party. If the parties cannot resolve the claim(s) or dispute(s) on their own within ten (10) days, the claimant may submit the matter to mediation. If the matter is not resolved by mediation, it shall be resolved by litigation in a court of competent jurisdiction. Mediation is a condition precedent to litigation unless the parties, in writing, agree otherwise, the non-prevailing party is liable to the prevailing party for all costs and expenses, including filing fees, costs and reasonable attorney's fees, incurred as a result of the mediation and litigation proceedings. The prevailing party shall be determined by the decision maker (mediator and/or judge) by reviewing the claims resolved at the mediation and/or during litigation (claims resolved prior to mediation and/or prior to the taking of evidence at trial shall not be considered), 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 the 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).

§ 16.3 NOTICES § 16.3.1 Any notice, demand or claim which owner or Contractor may give or make hereunder shall be given or made in writing and shall be deemed to have been given when delivered in person to the other party or if addressed to such party at his or its address set forth above and mailed through the U.S. Postal System by certified mail, postage prepaid, return receipt requested. Copies shall be sent to the other party at the email designated herein. Owner and Contractor acknowledge that each has received a set of the Contract Documents.

IN WITNESS WHEREOF the parties hereto have executed this Contract in multiple originals at New Orleans, Louisiana on the date first written above.

OWNER(S):  10/23/22
Date

 10/23/22
Date

CONTRACTOR:  10.21.22
Schneider Construction & Restoration, Inc. Date

Print Name: **Larry Schneider**

Its: **President**

Owner's Initials:  Contractor's Initials: 

