

**STANDARD CONTRACTOR/SUBCONTRACTOR AGREEMENT
LABOR AND MATERIALS**

Prepared by Ben Jackson Community Enhancement Group, (CEG)

THIS AGREEMENT is made this 5th day of April 2017 by and between **Community Enhancement Group**, hereinafter called the Owner and **Dominionaire Contracting Inc.**, hereinafter called the General Contractor and/or Construction Manager.

Whereas, the General Contractor has heretofore entered into a contract dated 4/5/2015 with Community Enhancement Group, 774 University Avenue, St. Paul MN 55104 for the remodel/rehab, including new addition of 544 Minnehaha, St. Paul, MN 55103

RECITALS

WHEREAS, Owner and General Contractor wish to engage in a business relationship for their mutual benefit;

WHEREAS, Owner and General Contractor wish to memorialize this business relationship with an agreement which will govern over the course of multiple construction projects; and

WHEREAS, Owner and General Contractor intend that this Agreement will control and supersede any prior written or oral agreements or understandings.

NOW, THEREFORE, Owner and General Contractor, in consideration of the following mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, do agree as follows:

1. Compensation: Compensation to General Contractor shall be based upon:

General Contractor has provided the Owner, Community Enhancement Group with a written bid for the job based upon the plans and specifications or other descriptions of the work to be performed. The written bid, is accepted by CEG and shall become a part of and be incorporated into this Agreement, except that this Agreement shall supersede and control over any contrary or inconsistent provisions contained in the written bid.

PROJECT LOCATION: 544 Minnehaha Avenue, St. Paul, MN 55103

PROJECT: General Contractor (GC)/Construction Management (CM) Services for Rehab and Code compliance of 544 Minnehaha Avenue

PROJECT TOTAL COST: \$190,000.00, \$160,000 of the total cost covers all mobilization, labor, materials, applicable permits, taxes and insurances plus any and all reimbursements for any and all cost associated with the general contractor on this project. Also, including in the total project cost is \$30,000 for General Contractor and Construction Management fees.

PROJECT SCOPE OF WORK: Remodel/rehab, including new addition.

1. **Payment:** Contractor shall pay the subcontractor upon inspection of a project on progress basis (Progress payment). Mobilization will not be given to the subcontractor before the start of work. Billing and payment will be made in payment draws with invoices submitted to the General contractor not later than 25th of each month. Failure to submit invoice for payment on the 25th of each month will result to the Subcontractor waiting for the next billing period for payment draws.

Upon the approval and receipt of payment from the Owner by the General Contractor, The General Contractor must **Make a payment to the Subcontractor not later than 10 days** from the date the General Contractor is paid by the Owner.

2. **Insurance and Bonds:** Subcontractor shall purchase and maintain insurance of the following types of coverage and limits and liability at state statutes:

General Liability (each occurrence)	\$1,500,000
Personal and ADV Injury	\$1,500,000
General Aggregate	\$1,500,000
Products – Comp/Op AGG	\$1,500,000

Cover ages, whether written on an occurrence basis, shall be maintained without interruption from date of commencement of the Subcontractor's work until date of final payment and termination of any coverage required to be maintained after final payment made to the Subcontractor.

Certificates of insurance acceptable to the Contractor shall be filled with the Contractor prior to commencement of the Contractor's work. These certificates and the insurance policies required by this Article shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given the Owner. The Owner shall be listed with the Contractor's insurance company as a certificate holder and shall be notified of the Owner as an additional insured on their insurance policy. By signing below Contractor agrees to all of the above articles.

3. **Indemnification:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the General Contractor's and Subcontractor's work under this subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or 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, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by a party indemnified hereunder. Such obligations of indemnity which otherwise exist as to a party or person described in this paragraph.

4. **Independent Contractor:** Contractor is an independent contractor and not an employee of Community Enhancement Group. Contractor agree as follows:

- a. **Separate Business Office:** Contractor maintains a separate office with its own equipment, materials and other facilities;
- b. **Federal Identification Number:** Contractor's federal identification, if applicable, number is: 47-4563391 ; Contractor has filed business or self-employment income tax returns with the IRS based on that work or service in the previous year.
- c. **Contractor Control:** Contractor controls the means of performing the services or work which it performs on behalf of Owner and is paid a specific amount of money for specific services or work as described under this Agreement.

- d. Expenses: Owner is responsible for the payment of all expenses related to the services or work that it performs on behalf of Owner;
 - e. Completion of Work: General Contractor is responsible for completing the work or services under this Agreement in a professional and workmanlike manner. GC is responsible for completing the work and will be liable for any failure to complete the work, as hereinafter provided;
 - f. Compensation: The compensation for Contractor's work or services is as described above, and is determined on a commission or per-job or competitive-bid basis and not on any other basis;
 - g. Profit or Loss: Contractor will realize a profit or loss under this Agreement with Contractor depending upon its performance;
 - h. Business Obligations: Contractor represents to Owner that it has continuing or reoccurring business liabilities and obligations; and
 - i. Success of Business: Contractor acknowledges that the success or failure of its business depends upon its relationship of business receipts to expenditures, and that it is in no way guaranteed continuing work with Owner.
5. Change Orders: Contractor agree that Contractor shall not be liable for any amount greater than the amount set out in Contractor's written proposal. In the event Contractor's scope of work is decreased or increased, such change shall be evidenced by a written change order, and the increase or decrease in Contractor's bid shall be set out in the change order. Contractor agrees that it will not take direction or requests from Contractor's customers, will not agree to any additional work, or incur any additional expenses requested by customer unless approved by Contractor through a signed change order. Contractor shall not be liable for any labor, materials, expenses, services or other items which Subcontractor provides or agrees to provide to Contractor's customer without Contractor's prior written consent.
 6. Warranties: Contractor hereby warrants that all workmanship performed and materials supplied by Contractor shall be free from defects caused by faulty workmanship and defective materials for a period of one year from the warranty date. Contractor also warrants that, if applicable, all installation of plumbing, electrical, heating and cooling systems shall be free from defects for a period of two years from the warranty date. Contractor also warrants that, if applicable, all workmanship and materials shall be free from major construction defects, as that term is defined by Minn. Stat. Chapter 327A. The "warranty date" shall be the earlier of the date on which the buyer takes occupancy of the property or the date on which the Buyer takes legal or equitable title to the property, whichever is first to occur. Contractor also warrants that all workmanship performed and materials supplied by Contractor shall comply with all applicable laws, regulations and ordinances, including, but not limited to, applicable building and energy codes. All warranties shall survive the termination of this Agreement and the closing on the sale of the new home. Contractor agrees to provide warranty work free of charge to Contractor and on a timely basis.
 7. Default: If Contractor fails to timely complete its work, Owner shall have the right, upon written notice to Contractor, to terminate this Agreement. Upon receipt of written notice, Contractor shall cease all further activity on the project. Owner shall have the right to hire other contractors to complete the work, and all costs associated with completing Contractor's work shall be deducted from the amount due Contractor. Contractor shall be liable to Owner for any consequential or other damages incurred by Owner as a result of Contractor's nonperformance.
 8. Arbitration: Owner and Contractor agree to resolve all disputes arising out of or relating to this Agreement, or to their business relationship through binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association.
 9. Workers' Compensation/ Unemployment Insurance: Contractor shall maintain in force throughout the period of time it is performing any work for Owner, workers' compensation and unemployment insurance coverage in such amounts and upon such terms as is required by law. Contractor shall provide to Contractor a certificate of insurance evidencing the workers' compensation and unemployment insurance coverage.
 10. Drug/Alcohol Use: Contractor will ensure that Subcontractor, its employees, sub-subcontractors and others within Contractor's control, who are present on the job site will be free of alcohol and other mind-altering substances, including all controlled substances.

11. Safety Practices: Contractor will comply with standard safety practices and any OSHA requirements applicable to Contractor's work. Any OSHA fines based upon Contractor's safety violations which are assessed against Owner shall be offset against any amounts due Contractor.
12. Choice of Law: This Agreement shall be governed by and construed under the laws of the State of Minnesota.
13. Binding Effect: This Agreement shall bind the parties hereto, their successive, heirs, successors and assigns.
14. Non-Assignment: This Agreement may not be assigned by Contractor without the express written consent of Owner.

IN WITNESS WHEREOF, the Owner and the General Contractor have executed this Contract the day and year first written above.

I have read the above and agree to the terms listed. I understand that any changes made will be reviewed and approved by Community Enhancement Group, LLC at their direction.

Dominionaire

Contractor

Signed: 

By: Vertrice Griffin: _____

Its: President: _____

Date: 05/18/2017

Federal: ID 47-4563391

Community Enhancement Group LLC

Owner

Signed: 

By: Benjamin Jackson

Its: President _____

Date: 05/18/2017

Federal: ID _____

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

Community Enhancement Group

PROJECT:

544 MINNEHaha REMODEL
CONSTRUCTION SWORN STATEMENT

AIA DOCUMENT G702

PAGE 1 OF 3 PAGE

APPLICATION NO. 1 for 544 Minnehaha Ave

PERIOD TO:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:

DOMINIONAIRE CONTRACTION INC.

12495 DRAKE ST NW
COON RAPIDS MN 55448

VIA ARCHITECT:

PROJECT NOS:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	190,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	190,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00
5. RETAINAGE:		
a. % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column F of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6)	\$	190,000.00

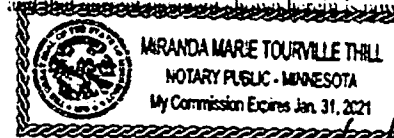
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that no amount in payment shown herein is pay- due.

CONTRACTOR:

By:

State of: Minnesota
 Subscribed and sworn to before me this 10 day of June, 2017
 Notary Public: M. Sourville Thill
 My Commission expires: Jan 31, 2021



Date: 6/10/17

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: _____

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		I MATERIALS PRESENTLY STORED (NOT IN STORE)	G TOTAL COMPLETED AND STORED TO DATE (D E I)	H % (G / C)	F BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D - D)	THIS PERIOD					
	<i>(Full in & break down contract values)</i>								
	Concrete- Foundation	\$7,000.00							
	Water Proofing	\$850.00							
	Demolition -Site Clearing	\$7,500.00							
	Roofing	\$2,300.00							
	Gutter	\$775.00							
	Excavating - Fill	\$3,000.00							
	Grading	\$1,000.00							
	Landscaping	\$3,500.00							
	Painting -Interior	\$4,700.00							
	Doors - Exterior	\$1,000.00							
	Interior Doors	\$3,200.00							
	Garage Door	\$5,000.00							
	Siding	\$5,375.00							
	Windows	\$1,000.00							
	Electrical	\$10,000.00							
	Electrical Fixtures	\$3,000.00							
	Heating / Air	\$16,000.00							
	Radon	\$1,500.00							
	Plumbing	\$13,300.00							
	Plumbing Fixtures	\$4,000.00							
	Glass Mirrors	\$1,500.00							
	Cabinets	\$2,500.00							
	Countertops	\$800.00							
	Appliances								
	GRAND TOTALS	\$98,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (SOILS DORT)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (D-VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D-1)	F THIS PERIOD					
	<i>(fill in & break down contract values)</i>								
	Framing	\$12,500.00							
	Lumber	\$10,000.00							
	Millwork*	\$5,000.00							
	Insulation	\$4,100.00							
	Drywall*	\$3,500.00							
	Carpet	\$2,000.00							
	Hardwood Floor	\$3,000.00							
	Floor Tile/Tilemem	\$1,200.00							
	Tilework/Ceramic	\$3,000.00							
	Permit	\$3,000.00							
	Briefs	\$600.00							
	Dumpsters	\$2,000.00							
	Clear Bldg	\$1,300.00							
	Contingencies	\$10,000.00							
	Project Management/ Site Supervision	\$12,500.00							
	Contractor Fees	\$17,500.00							
	GRAND TOTALS	\$91,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Oakwood Insurance Agency 2003 NW Northdale Blvd Coon Rapids, MN 55433	CONTACT NAME: Jeremy Sogn PHONE (A/C, No, Ext): 763-862-4800 FAX (A/C, No): 763-862-9361 E-MAIL ADDRESS: jsogn@oakwoodinsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Dominlonalro Contracting Inc 12495 Drake St NW Coon Rapids, MN 55448-2095	INSURER A: Spring Valley Mutual
	INSURER B: Main Street America Group
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00000000-0** **REVISION NUMBER: 9**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	MPT2345X	06/28/2016	06/28/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	B1T2345X	07/25/2016	07/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	CUT2345X	07/25/2016	07/25/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT LOCATION: 544 Minnehaha Avenue, St. Paul, MN 55103

CERTIFICATE HOLDER Community Enhancement Group LLC 774 University Ave Saint Paul, MN 55104	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (JLS)



DOMINIONAIRE CONTRACTING^{INC}
ESTABLISHED 1988 - BOUNDARY, MN

544 REMODEL PROJECT

IKE'S PLUMBING
9046 LAKE DRIVE
LEXINGTON, MN 55014

J 5 CONSTRUCTION LLC,
8109 IDAHO AVE NO
BROOKLYN PARK MN 55445

ROBINSON ENVIRONMENTAL INC,
4716 67TH AVE NO
BROOKLYN PARK MN 55429

QUEBLO CONSTRUCTION LLC,
1515 EAST LAKE ST
MINNEAPOLIS MINNESOTA 55407

HRARTISTIC CONTRACRORS
10041 SOUTH MAY STREET
CHICAGO ILLINOIS

NORTH STAR RADON
8031 9TH STREET WAY NORTH
OAKDALE MINNESOTA 55128

ALL SEASON GARAGE DOOR
14161 BASALT ST NW
RAMSEY MN 55303

P: (763) 220-8662 - F: (763) 220-8710
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W: www.Dominionairecontracting.com
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