



SELA
ROOFING AND
REMODELING

Excellence Above and Beyond

4100 Excelsior Blvd.
St. Louis Park, MN 55416

May 3, 2012

To whom it may concern;

Sela Roofing and Remodeling installed Insert Replacement Windows at the following address:

885 Grand Ave.

St. Paul, MN 55105

We did not change the size of the openings as we did not want to compromise the character of the building. The windows are the largest size available that the window manufacturer makes for the existing opening.

Regards,

Marshall Lifson

Sela Roofing and Remodeling

4100 Excelsior Blvd.

St. Louis Park, MN 55416

612-269-7100

Sela Roofing and Remodeling, Inc.
4100 Excelsior Blvd., St. Louis Park, MN 55416
612-823-8046 (Mpls.) 651-644-5362 (St. Paul) 612-823-1078 (FAX)
Visit us at www.selaroofting.com
State of Minnesota License ID #0001050

**BUILDING PERMIT**

PERMIT #: 20 12 006406
Issued Date: January 18, 2012

CITY OF SAINT PAUL
 Department of Safety & Inspections
 375 Jackson Street, Suite 220
 Saint Paul, MN 55101-1806

Phone: 651-266-8989
 Fax: 651-266-8124

CONTRACTOR:	OWNER:
SELA ROOFING AND REMODELING INC 4100 EXCELSIOR DRIVE MINNEAPOLIS MN 55416	ELMO PARK APARTMENT HOMES 1107 HAZELTINE BLVD STE 200 CHASKA MN 55318-1006
PERMIT ADDRESS: 885 GRAND AVE ST PAUL MN 55105-3041	
SUB TYPE: Commercial	WORK TYPE: Express Repair

Owner's First/Last Name	Elmo Park Apartment	Owner's Address	885 Grand Ave
Owner's City/State/Zip	Saint Paul, MN 55105	Owner's Phone # w/Area Code	612-269-7100
State Valuation	9240.00	Valuation Override	No
Windows (Framed Insert or Pock	Yes	# of Windows	21

FEES	
Permit Fee	220.22
Surcharge B	4.62
TOTAL	224.84

885 Grand Ave Window Replacement (21 windows). **Each Sleeping Room must have one egress window that complies with the St. Paul Egress Window Policy. Safety Glass is required within a tub or shower enclosure, within 2 feet of doors and adjacent to stairs and stair landings, when the glass is less than 60 inches above a walking or standing surface. See other specifics in Section R308 of the International Residential Code (1- and 2-family dwellings) or Chapter 24 of the International Building Code (multi-family and commercial). NOTE: Smoke alarms shall be installed as specified in the Minnesota State Residential Code, Sec. R313. Call the Area Building Inspector between 7:30-9:00am (M-F) when work is complete or if any problems/questions arise. NOTE: Per Section 33.04 of the Legislative Code all exterior work must be completed within one year of permit issuance.

The inspector assigned to this Permit is Ken E.
 The inspector can be reached at 651-266-9047 between 7:30 AM and 9:00 AM Monday through Friday.

Ent	Name	Acct No	Invoice	Date	Reference	Amount	Discount	Net
19600	881-885 Grand Avenue	1870-00-000	988743	01/10/12	WINDOW REPLACEMENT	4,620.00	0.00	4,620.00

Payor:	The Goodman Group, LLC	Date	1/11/2012	Check No.	190797	Check Amount	4,620.00
Payee:	291740 SELA ROOFING AND REMODELING INC						

Retain this statement for your records

The Goodman Group, LLC
Controlled Disbursement Account
1107 Hazeltine Blvd Suite 200
Chaska, MN 55318-1006

US Bank
East Grand Forks, MN 56721
24-Hour Banking 1-800-673-3555

75-1592
912

Date	1/11/2012	Check No.	190797	Check Amount	\$4,620.00
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Four Thousand Six Hundred Twenty AND 00/100 Dollars

Pay to the order of:

SELA ROOFING AND REMODELING INC
1743 COUNTY ROAD F EAST
WHITE BEAR LAKE, MN 55110

VOID IF NOT CASHED WITHIN 180 DAYS WITHIN DATE OF ISSUE

Copy



4100 Excelsior Blvd.
 St. Louis Park, MN 55416
 (612) 823-8046

INVOICE #	988743
DATE	1/10/12

Elmo Park Apartments
 1107 Hazeltine Blvd, Ste 200 *Grand Ave*
 Chaska, MN 55318

PO. NUMBER	TERMS
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DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Contract amount-			9240.00
Amount required for downpayment-			- 4620.00

4/12
 VENDOR # 291740 ALT # _____
 INVOICE # 988743
 INVOICE DATE 1/10/11 SEP CK Y/N _____

	ENTITY #	ACCT #	AMOUNT
1	<u>91000</u>	<u>1820</u>	<u>4620</u>
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____

APPROVAL See attached
 REF Window replacement
 E-mail

V TO Troy@Pathways

Invoice Total: 4620.00

RECEIPT AND WAIVER OF
MECHANIC'S LIEN RIGHTS

<input checked="" type="checkbox"/>	Final		Partial
	- as full and final payment for all labor, skill and material furnished		- as partial payment for all labor, skill and material furnished

WHEREAS, the undersigned has been employed by 881-885 Grand Avenue to furnish labor, skill and material for WINDOW REPLACEMENT work, under a contract dated 01/10/12 for the labor, skill and material furnished or to be furnished to the following described real property: 881-885 Grand Avenue, 885 Grand Avenue St. Paul, MN 55101

NOW, THEREFORE, this - (01/11/2012, for and in consideration of the sum of Check - 190797) Amount \$4,620.00 dollars, receipt of which is hereby acknowledged, the undersigned hereby waives all rights acquired by the undersigned to file or record a mechanic's lien against said real property for labor, skill and material furnished to said real property (only for the amount paid, if Partial Box is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

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<u>INVOICE#</u>	<u>AMOUNT\$</u>	<u>VENDOR</u>
988743	\$4,620.00	SELA ROOFING AND REMODELING INC

Signature 

Title _____

Date 1/11/12

Address _____

*Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Ent	Name	Acct No	Invoice	Date	Reference	Amount	Discount	Net
19600	881-885 Grand Avenue	1870-00-000	0049013IN	03/01/12	WINDOWS/INSTALL	4,620.00	0.00	4,620.00

Payor:	The Goodman Group, LLC	Date	3/31/2012	Check No.	204952	Check Amount	4,620.00
Payee:	291740 SELA ROOFING AND REMODELING INC						

Retain this statement for your records

The Goodman Group, LLC
 Controlled Disbursement Account
 1107 Hazeltine Blvd Suite 200
 Chaska, MN 55318-1006

US Bank
 East Grand Forks, MN 56721
 24-Hour Banking 1-800-673-3555

75-1592
 912

Date	3/31/2012	Check No.	204952	Check Amount	\$4,620.00
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Four Thousand Six Hundred Twenty AND 00/100 Dollars

Pay to the order of:

VOID IF NOT CASHED WITHIN 180 DAYS WITHIN DATE OF ISSUE

SELA ROOFING AND REMODELING INC
 1743 COUNTY ROAD F EAST
 WHITE BEAR LAKE, MN 55110

Copy



4100 Excelsior Blvd
 St Louis Park MN 55416
 (612) 823-8046

Add on work

Invoice Number: 0049013-IN

Invoice Date: 3/1/2012

Job Number: 0054786

Customer Number: 01-0044736

Salesperson: Marshall Lifson

Elmo Park Apartments
 885 Grand Ave.
 SAINT PAUL, MN 55105

Grand Ave

Customer P.O.:

Terms: Payment Upon Completion

Description	Quantity	Price	Amount
windows per contract	1.000	9,240.000	9,240.00

3/1/12

VENDOR # 291740 ALT # _____
 INVOICE # 0054786 0049013IN
 INVOICE DATE 3 / 1 / 12 SEP CK Y/N *(lw)*

ENTITY #	ACCT #	AMOUNT
1 <u>19600</u>	<u>1870</u>	<u>4620</u> -
2 _____	<i>(per CS)</i>	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____

APPROVAL *as* TOTAL INVOICE 4620 -
 REF windows *d Marshall*

Invoice Total: 9,240.00
 Down Payment: -4,620.00 *pi 1/4*
 Amount Due: 4,620.00

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

	Final		Partial
	- as full and final payment for all labor, skill and material furnished		- as partial payment for all labor, skill and material furnished

WHEREAS, the undersigned has been employed by 881-885 Grand Avenue to furnish labor, skill and material for WINDOWS/INSTALL work, under a contract dated 03/01/12 for the labor, skill and material furnished or to be furnished to the following described real property: 881-885 Grand Avenue, 885 Grand Avenue St. Paul, MN 55101

NOW, THEREFORE, this - (03/31/2012, for and in consideration of the sum of Check - 204952) Amount \$4,620.00 dollars, receipt of which is hereby acknowledged, the undersigned hereby waives all rights acquired by the undersigned to file or record a mechanic's lien against said real property for labor, skill and material furnished to said real property (only for the amount paid, if Partial Box is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

--

<u>INVOICE#</u> 0049013IN	<u>AMOUNT\$</u> \$4,620.00	<u>VENDOR</u> SELA ROOFING AND REMODELING INC
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Signature 

Title PRESIDENT

Date 4/18/12

Address 4100 EXCELSIOR BLVD ST-LOUIS PARK, MN 55416

*Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

CONTRACT

THIS CONTRACT ("Contract") is made as of the 11th day of January, 2012, by and between Sela Roofing and Remodeling, Inc., a Minnesota corporation, 4100 Excelsior Boulevard, St. Louis Park, Minnesota 55416 ("Contractor"), and Elmo Park Apartment Homes, a Minnesota general partnership, 1107 Hazeltine Boulevard, Suite 200, Chaska, Minnesota 55318 ("Owner").

WHEREAS, Contractor and Owner (collectively, "Parties") desire to enter into an agreement in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein and benefits to be derived from the performance hereof, the Parties hereby agree as follows:

1. **Agreement**. Contractor hereby agrees to perform and/or provide certain services and/or materials (collectively, "Work") in accordance with this Contract, the scope of work attached hereto as **Exhibit A**, and any other drawings, plans, and specifications provided by Owner or made by Contractor or other documents identified herein (collectively, "Contract Documents"). The purpose of the Contract Documents is to identify all items and actions necessary for the proper execution and completion of the Work by Contractor. As defined herein, the Work shall include all preparation, construction, installation, and other services required by the Contract Documents, including without limitation, all materials, supplies, tools, equipment, and labor and services necessary and appropriate for the complete performance of the Work and this Contract.

2. **Scope of Work**. Contractor shall diligently perform the Work at the property located at 885 Grand Avenue, St. Paul, Minnesota 55105 ("Premises") and all obligations required by the Contract Documents in a good and workmanlike manner as more specifically described in or contemplated by **Exhibit A**. The Work will be completed in accordance with the Contract Documents and specifications of any manufacturer or supplier of products used to complete the Work.

3. **Materials**. Unless otherwise expressly identified in **Exhibit A**, all materials, products, and supplies used and any equipment installed as part of the Work will be new and of good quality.

4. **Price**. Owner agrees to pay Contractor an amount equal to Nine Thousand Two Hundred Forty and 00/100 Dollars (\$9,240.00), which expressly includes all applicable sales taxes, to be paid as specified in Paragraph 14 hereinbelow ("Contract Price").

5. **Time of Completion**. The Work shall be commenced on or before January 18, 2012, and shall be diligently performed and fully completed by February 29, 2012 ("Term").

6. **Compliance with Laws**. Contractor will comply with all applicable federal, state, and local laws governing Contractor's business and trade, the Work, the use or installation of

materials, products, supplies, and equipment, and the safety of persons or property. Owner will not be responsible for any loss or damage to the Work prior to completion or for any property of Contractor at any time.

7. **Permits.** Contractor will be responsible for obtaining and paying all fees for all permits and/or approvals required by law to complete the Work.

8. **No Oral Changes.** This Contract can only be changed by an agreement in writing signed by both Owner and Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both Owner and Contractor specifically agree in writing.

9. **Failure to Complete or Correct Work.** If Contractor fails to correct the Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out the Work in accordance with the Contract Documents, Owner may demand that Contractor immediately stop all actions relating to the Work and terminate the Contract upon written notice to Contractor. Upon receipt of any such notice from Owner, Contractor shall discontinue all actions relating to the Work immediately and shall not be entitled to receive further payment until the Work is completed. Owner may then complete the Work by any other means and any additional cost to complete the Work will be charged to Contractor. Contractor hereby agrees to pay any such charges within thirty (30) days of receipt of an invoice from Owner.

10. **Contractor's Duties.** Contractor shall supervise and direct the Work using Contractor's best skill and attention, shall enforce strict discipline and good order among Contractor's employees, and shall not permit employment of unfit persons or persons not skilled in the tasks assigned to them. Contractor warrants to Owner that the Work will be free from defects and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly authorized, may be considered defective. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, and other persons performing portions of the Work under any contract or other arrangement with Contractor. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish. At completion of the Work, Contractor shall restore the premises to its original condition, as near as possible, and remove from the Premises waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

11. **Subcontracts.**

(a) Contractor affirmatively represents that the following is a list of every person or entity, including without limitation subcontractors, sub-subcontractors, and suppliers, who will be utilized for completion of the Work (each, a "Subcontractor"), the work to be performed by said Subcontractor, and the contract amount of said Subcontractor's work:

<u>Subcontractor Name</u>	<u>Subcontractor Work</u>	<u>Contract Amount</u>
<u>BGI Services</u>	<u>install & measure</u>	\$ _____
<u>Aside</u>	<u>Supply windows</u>	\$ _____

(b) Contractor further represents and warrants to Owner that each Subcontractor utilized to perform the portion of the Work for which said Subcontractor is responsible shall be duly licensed and qualified to perform such work and that the performance by said Subcontractor shall be conducted in accordance with all applicable federal, state, and local laws, rules, and regulations, including without limitation, all necessary and appropriate testing and reporting obligations relating thereto.

(c) Contractor shall be responsible for payment of all amounts due to all Subcontractors performing any portion of the Work and shall not allow any mechanic's lien or other encumbrance (collectively, "Lien") to be placed on or against the Premises by any Subcontractor. If any Lien is placed on or recorded against the Premises by a Subcontractor, Contractor agrees that Owner may, at its sole discretion, (1) immediately stop all payments to Contractor until such Lien is paid or otherwise satisfied, and/or (2) take appropriate action to satisfy or remove such Lien and charge Contractor for all amounts paid for such satisfaction or removal, including without limitation, the amount of the Lien, recording costs and attorneys' fees.

12. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, its principals, agents, and employees from and against any and all claims, damages, losses and expenses, including without limitation attorneys' fees, arising out of or resulting from the performance of the Work whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including without limitation loss of use resulting therefrom, to the extent caused by the negligent acts or omissions of Contractor, any Subcontractor or 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 whole or in part by a party indemnified hereunder. Contractor's duty to indemnify, defend, and hold harmless shall survive the termination of this Contract by expiration, termination, or otherwise.

13. **Time.** For purposes of this Contract, time limits stated in the Contract Documents are of the essence. By executing this Contract, Contractor confirms that the Term is a reasonable period for performing the Work. If Contractor's progress for completion of the Work is delayed at any time by changes ordered in the Work, labor disputes, fire, abnormal adverse weather conditions not reasonably anticipated or any causes beyond Contractor's reasonable control, the Term may be extended for such reasonable time as Owner may determine.

14. **Payments.** In accordance with the Contract Price specified in Paragraph 4 hereof, Owner shall make payments to Contractor as set forth in this Paragraph 14.

(a) **Down Payment.** Upon the mutual execution of this Contract, Owner shall pay Contractor Four Thousand Six Hundred Twenty and 00/100 Dollars (\$4,620.00) as a down payment for materials or services to be provided hereunder ("Down Payment").

(b) **Fixed Payment.** Within thirty (30) days after this Contract is fully performed and the other requirements of paragraphs 14(c) and 14(d) are satisfied, Owner shall pay Contractor

Four Thousand Six Hundred Twenty and 00/100 Dollars (\$4,620.00) for the Work performed hereunder ("Fixed Payment").

(c) Lien Waivers. The Down Payment and Fixed Payment shall be paid to Contractor after Owner receives appropriate full and/or partial lien waivers from Contractor and all Subcontractors for the work which is identified in the invoice provided by Contractor. Owner reserves the right to pay Subcontractors directly or with a joint check and deduct such amount from any amount due Contractor.

(d) Final Payment. Any final payment, constituting the entire unpaid balance of the Contract Price ("Final Payment"), shall be due within thirty (30) days after the Work is fully completed and accepted by Owner, all applicable warranties are received by Owner, and Contractor has delivered to Owner a complete release of all liens that may arise pursuant to this Contract, including full and final lien waivers from all Subcontractors. Without limiting the foregoing, Contractor expressly agrees that, before the Final Payment (including any retainage) is made by Owner to Contractor, Contractor shall pay all amounts due to all Subcontractors, sub-subcontractors and suppliers and provide Owner with unconditional lien waivers for all work and services performed at and materials provided to the Premises. The Final Payment may be withheld due to (1) defective work not remedied; (2) claims filed by third parties; (3) failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price; (5) damage to Owner or another contractor; (6) reasonable evidence that the Work will not be completed within the Term and that the unpaid balance would not be adequate to cover damages for the anticipated delay; or (7) persistent failure to carry out the Work in accordance with the Contract Documents. The making of the Final Payment shall not constitute a waiver of any claims by Owner. Acceptance of the Final Payment by Contractor, a Subcontractor, or a material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time the Final Payment is made.

15. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all necessary safety precautions and programs in connection with the performance of this Contract. Contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (a) employees and Subcontractors providing any labor or service for the completion of the Work and other persons who may be affected thereby; (b) the Work and materials and equipment to be incorporated therein; and (c) the Premises and other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. Contractor shall promptly remedy damage and loss to property to the extent caused by Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Contractor is responsible, except for damage or loss attributable solely to acts or omissions of Owner or its agents or employees, and not attributable in any way to the fault or negligence of Contractor. The foregoing obligations of Contractor are in addition to Contractor's obligations under Paragraph 12 hereof.

16. **Insurance.** Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Premises are located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable. Contractor shall also procure and maintain commercial general liability insurance to protect against claims for bodily injury, including death, and from claims for damages to property including loss of use which claims may in any way arise out of or result from Contractor's operations under this Contract, whether such operations be by Contractor or by a Subcontractor or anyone directly or indirectly employed by them. Said policies shall protect said Contractor and any Subcontractors, and shall include Owner as an additional insured. Said insurance shall be in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate and shall include contractual liability coverage so as to comply with Contractor's obligations under Paragraph 12 hereof. Contractor shall cause the insurance companies to furnish Owner with certificates of such policies detailing the coverage therein and shall provide that the insurance policies cannot be cancelled without thirty (30) days advance written notice to Owner. **SUCH CERTIFICATES ARE TO BE DELIVERED TO OWNER CONCURRENTLY WITH THE EXECUTION OF THIS CONTRACT BY CONTRACTOR.** Notwithstanding anything contained herein to the contrary, if Contractor fails or neglects to secure the insurance described herein, or to furnish at the time specified the requisite insurance certificates to Owner or if said policies are terminated, altered or changed in a manner not acceptable to Owner, Owner may cancel and terminate this Contract immediately, without penalty.

17. **Correction of Work.** Contractor shall promptly correct all or any portion of the Work that is rejected by Owner or that fails to conform to the requirements of the Contract Documents, whether observed before or after the completion of the Work and whether or not fabricated, installed, or completed, and shall correct any such rejected or nonconforming work within a period of one (1) year from the date of completion of this Contract or otherwise in accordance with the terms of an applicable special warranty required by the Contract Documents. The provisions of this Paragraph 17 shall apply to work done by Subcontractors as well as to work done by direct employees of Contractor. Nothing contained in this Paragraph 17 shall be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in this Paragraph 17 relates only to the specific obligations of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct all or any portion of the Work.

18. **General Work Rules.** All working areas shall be kept in a clean, neat and orderly fashion at all times. All Contractor and Subcontractor personnel (collectively, "Contractor Personnel") and material entrance and egress shall be via the entry designated by Owner. Contractor Personnel shall be required to comply with Owner's NO SMOKING policy in the buildings and only use designated smoking areas outside, if any. Contractor Personnel may not consume alcoholic beverages on the Premises. Due to resident care activities at the property, Contractor Personnel are to conduct themselves with high sensitivity to residents and staff needs, shall be courteous and respectful to residents and staff and refrain from swearing or using

inappropriate language to or in the vicinity of residents and staff. No radios, cassette or compact disc players are allowed unless Contractor Personnel utilize earphones.

19. **Termination.** This Contract may be terminated by Owner at any time, with or without cause, upon written notice to Contractor. If termination is without cause, Contractor shall be paid the value of the Work completed as of the date of termination.

20. **Attorneys' Fees.** Should either party employ an attorney to enforce any provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, charges and expenses expended or incurred therefor.

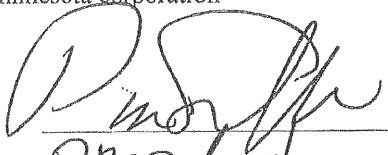
21. **Entire Agreement.** The Contract Documents represent the entire agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either oral or written. This Contract may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Contract by facsimile shall be equally as effective as delivery of an originally executed counterpart of this Contract.

22. **Miscellaneous Provisions.** This Contract shall be governed by the laws of the state in which the Premises are located ("State"). All claims, disputes and other matters in question which arise out of or relate to this Contract (including any breach thereof) shall be decided by a court of competent jurisdiction in the state or federal courts in the State. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in the State and in the county in which the Premises are located. Should any provision of this Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other provision hereof. Modifications or amendments to this Contract must be in writing and executed by duly authorized representatives of each party. This Contract shall not be assigned by Contractor without prior written consent of Owner. In the event of any inconsistency or conflict between this Contract and scope of work attached hereto as **Exhibit A**, the provisions of this Contract shall govern.

IN WITNESS WHEREOF, Contractor and Owner have executed this Contract as of the date first written above.

CONTRACTOR:

Sela Roofing and Remodeling, Inc.,
a Minnesota corporation

By 
Its President

OWNER:

Elmo Park Apartment Homes,
a Minnesota general partnership
d/b/a 885 Grand Avenue

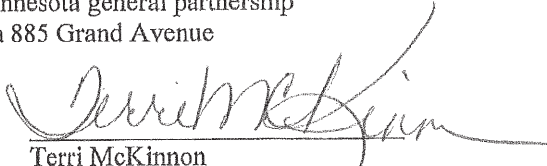
By 
Its Vice President of Property Management

EXHIBIT A

SCOPE OF WORK

Window and Door Contract

Minneapolis 612-823-8046 St. Paul 651-844-5362 Fax 612-823-1078

4100 Excelsior Boulevard St. Louis Park, MN 55416

SEA
ROOFING AND REMODELING
4100 Excelsior Boulevard St. Louis Park, MN 55416

Page No. _____ of _____ Pages

* State of MN License ID#0001050
* Insured
* Bonded
* Member of MN Better Business Bureau

PROFESSIONAL SUBMITTED TO: **Elmo Park Apartment** FINISH DATE: **Dec 20, 2011**

ADDRESS: **885 Grand Ave.** WORK PHONE # _____ CELL PHONE # _____

CITY, STATE AND ZIP CODE: **ST. PAUL, MN 55105** JOB LOCATION _____

OWNER: **Michael Olson (402) 269-7100 Pathways@thegoodmen.org** FAX # _____

We agree to furnish material and labor - complete in accordance with specifications below, for the sum of
 Payment to be made as follows: **All dis counts have been applied** dollars \$ **16,000.00**

When Payment is Made: **30 days after install** Payment to be Paid in Full Upon Completion by Owner's **Balance**

All material is guaranteed to be as specified. All WORK to be completed by a workmanship minor exceptions to standards upon discovery of hidden defects. All workmanship guaranteed spot repairs, materials or delays beyond our control. Owner to carry homeowner's and other applicable insurance. Our work and materials may be substituted for equivalent products due to availability.

Estimated Start Date: **12/20/11**
Weather Permittal _____
Author: **Michael Olson**
Notes: **See attached drawings for window and door locations.**

Contractor shall provide the following services and materials as directed by owner's authorized representative's # of Windows: **Ultra Maxx**
 We hereby submit specifications and estimates for Window / Door Replacement: Model: **Ultra Maxx**

Window Manufacturer: **Alside** Hardware: **White**

Qty.	Description	Color	Full	Half
32	Double Hung	Green	Full	Half
2	1 Lite Slider	Green	Full	Half
2	3 Lite Slider	173	173	173
2	Picture	173	173	173

Qty.	Description	Color	Full	Half
	Blinds / Casement			
	2 Lite Casement	173	173	173
	3 Lite Casement	173	173	173
	Awning / Hemmer			

Method of Installation:

- Remove all existing window components including interior casing to meet the rough opening.
- Install window as per manufacturer's instructions, including weatherstripping and secure per manufacturer's specifications.
- Replace interior casing (blinds / picture) additional unless specified in this bid.
- Install exterior casing per manufacturer's specifications.

Door Replacement (Full Frame Replacement)

Qty.	Description	Manufacturer	Model
	Entry Door	Steelcase	Model
	Storm Window	Steelcase	Model

Wood Work: Any woodwork done to replace any rotten or damaged frame, brick mold, casing, window stops or jamb.

Finish Work: Any painting, staining, oilcloth or plaster repair, exterior siding, etching repair, exterior trim done at a rate of \$1.00 per hour, per worker, plus material, over and above contract price.

Additional Information:

OPTION 1) South side 2 DH, 2 picture price \$3,600.00
 OPTION 2) East side 11 DH price \$14,100.00
 OPTION 3) North side 1 DH price \$400.00

Additional per window if lead present \$40.00 per window \$21 = over bid price. Federal Law requires lead abatement if lead tests positive. \$840.00

All Terms on Reverse Side are Part of This Contract

Acceptance of Contract TOTAL: **\$9,240.00**

Contractor shall provide to owner a complete, detailed list of all persons and entities who are independent contractors or subcontractors, supplying labor, materials or services to the project of owner's property, including without limitation, names, addresses, phone numbers, email addresses, amounts due and account for every such person or entity.