

CHOSEN CONTRACTORS, LLC

713 Minnehaha Ave. E. Ste. 323
St. Paul, MN 55106
p: (651) 788-7204
c: (651) 802-5510
License #: BC782085/MB773722

CONSTRUCTION CONTRACT AGREEMENT

| Date | Services Performed By | Services Billed To | Site Details |
|----------------|---|--|---|
| April 28, 2025 | CHOSEN CONTRACTORS, LLC 713 Minnehaha Ave. E. Ste. 323 St. Paul, MN 55106 p: (651) 788-7204 c: (651) 802-5510 License #: BC782085/MB773722 | Jay Mitchell 2355 Highway 36 W, Suite 400, Roseville, MN 55113 | Single Family Dwelling 947 Fremont, St. Paul, MN |

Chosen Contractors, LLC hereby proposes to supply the labor, equipment, and materials, as detailed in the Scope of Work, necessary to perform the construction services as outlined in this contract.

I. The Parties

This Construction Contract Agreement is entered into by and between the undersigned:

Contractor: Chosen Contractors, LLC with a mailing address of 713 Minnehaha Ave. E. Ste. 323, St. Paul, MN 55106 (“**Contractor**”).

AND

Client: Jay Mitchell with a mailing address of 2355 Highway 36 W, Suite 400, Roseville, MN 55113 (“**Client**”).

WHEREAS, the Client intends to pay the Contractor for Services provided, pursuant to the terms set forth below, in accordance with the provisions of this Construction Contract Agreement, dated as of April 28, 2025 (“**Effective Date**”) (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Agreement**”).

II. The Property

The Property is defined as a residential single-family dwelling, a detached garage, and its surrounding property located at 947 Fremont in St. Paul, MN, hereinafter referred to as the “**Property**”.

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III. Period of Performance

Time to complete Scope of Work is 6 months from start of project approval. This Agreement signed and dated by both Parties shall constitute a **“Fully Executed Contract.”**

IV. Scope of Work

Chosen Contractors, LLC hereby agrees to perform the following Scope of Work.

MAKE CORRECTIONS TO THE PROPERTY AS DETAILED IN THE CODE COMPLIANCE REPORT AND LISTED BELOW. ALL WORK WILL BE TO CODE AND COMPLIANT WITH ORDINANCES.

COMMENCE WORK AFTER RECEIVING CITY OF ST. PAUL BUILDING PERMIT.

ALL WORK WILL BE PERFORMED IN A WORKMANSHIP LIKE MANNER.

Ensure the basement cellar floor is even, is cleanable, and all holes are filled.

Weather seal exterior doors, threshold and weather-stripping. SPLC 34.09 (3f)

Install floor covering in bathroom and kitchen that is impervious to water. SPLC 34.10 (4) Repair walls, ceiling and floors throughout, as necessary. SPLC 34.34 (6)

Prepare and paint interior and exterior as necessary. Observe necessary abatement procedures (EPA, MPCA and St. Paul Legislative Code, Chapter 34 for additional information) if lead base paint is present. SPLC 34.33 (1) Provide fire block construction as necessary and seal chases in basement ceiling. MNRC Ch 1309 Sect. 602.8

Where wall and ceiling covering is removed install full thickness or code-specified insulation. MN Energy Code Ch. 1322.1101 (except. 4)

Air-seal and insulate attic/access door. MN Energy Code Ch 1322.1102.4

Install Smoke Detectors/Carbon Monoxide Detectors per MN Conservation Code and the MN Dept. of Labor and Industry: Install per code where feasible. MNRC Ch 1309 Sect 313.2.1

Install water-proof enclosure in shower area. MNRC Ch 1309 Sect. 307

Verify proper venting of bath exhaust fan to exterior. SPLC 34.14 (3)

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Remove mold, mildew and moldy or water damaged materials. SPLC 34.10 (1)

Provide weather sealed, air sealed and vermin sealed exterior. SPLC 34.32 (2)

Replace or repair landing and stairway per code. SPLC 34.09 (2)

Repair siding, soffit, fascia, trim, etc. as necessary. SPLC 34.09 (1)

Provide proper drainage around house to direct water away from foundation of garage. SPLC 34.08 (2)

Install downspouts and a complete gutter system. SPLC 34.33 (1d)

Install rain leaders to direct drainage away from foundation. SPLC 34.33 (1d)

Provide general rehabilitation of garage. SPLC 34.32 (3)

Install address numbers visible from street and on the alley side of garage. SPLC 70.01 Remove trees which are against foundation of home and garage. SPLC 34.09 (1b) Openings in stair risers must be less than 4 inches. MNRC Ch. 1309 Sect. 311/312

Install handrails (34 inches - 38 inches above each nosing) and guardrails (36 inch minimum) at all stairways, and return hand rail ends into a newel post or wall per attachment. MNRC Ch 1309 Sect. 311 & 312

Grade must drain away from foundation of dwelling. Maintain 6 inch clearance between wood and soil. MNRC Ch 1309-Sect. 404.1.6

Strap or support top of stair stringers for structural stability.

Repair or Replace any deteriorated window sash, broken glass, sash holders, re-putty, etc as necessary. SPLC 34.09 (3)

Provide complete storms and screens, in good repair for all door and window openings. SPLC 34.09 (3e)

Provide functional hardware at all doors and windows. SPLC 34.09 (3f)

Exit doors shall be capable of being opened from the inside, easily and without the use of a key. Remove all surface bolts. SPLC 34.09 (3h)

Repair or replace damaged doors and frames as necessary, including storm doors. SPLC 34.09 (3f)

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HEREINAFTER known as the “**Services**”.

V. Payment

In consideration for the Services to be performed by the Contractor, the Client agrees to pay the Contractor \$25,275.00 for the Services.

The Contractor agrees to be paid:

- a) 50% upon acceptance of Proposal;
- b) 25% upon completion of rough in inspections; and
- c) 25% upon completion of the Services.

Completion shall be defined as the fulfillment of Services in a manner such that the Client can occupy or utilize the Property for its intended use.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18% per year, or the maximum percentage allowed under applicable laws, whichever is less. The Client shall pay all costs of collection, including without limitation, reasonable attorney fees.

[SIGNATURE PAGE FOLLOWS]

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THE PROVISIONS SET FORTH IN THE ATTACHED PAGES ARE A PART OF THIS PROPOSAL AND CONTRACT AND ARE INCORPORATED INTO THIS PORTION OF THE AGREEMENT BY REFERENCE.

Acceptance of Proposal: The Client has read and understood and the Client agrees to all the terms and conditions contained in this Agreement. If signed by a corporate officer, partner or fiduciary on behalf of the corporation, the Client has certified that they have the authority to execute the power of attorney. The undersigned certifies that he or she is the responsible Client employee or agent who is authorized to endorse this agreement. The specifications and conditions contained herein are satisfactory and hereby accepted. Contractor is authorized to do work as specified. Payment will be made as outlined above in the form or check, cashier check or money order made payable to Chosen Contractors, LLC It is understood and agreed that the above work is not provided for in any other agreement, and no contractual rights arise until this proposal is accepted in writing

THIS AGREEMENT AND THE OBLIGATIONS OF THE PARTIES HEREUNDER SHALL FOR ALL PURPOSES BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA.

Client:

X: 

Printed Name: Jay Mitchell

Date: 5/1/25

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EXHIBIT I - Continued CONTRACT PROVISIONS

Chosen Contractors, LLC (hereinafter referred to as “Contractor”) hereby offers, subject to the terms and conditions herein set forth, to furnish, deliver and arrange for the performance of services listed herein and/or on attached sketches and specification sheets for the amount shown herein.

VI. Indemnity

To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Contractor, its Clients, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise from Client’s Property including any acts or omissions by Client or Client’s subcontractors whether employed directly or indirectly, which occur while Contractor is not physically on Property.

VII. Insurance

Contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury, and property damage, Worker’s Compensation at statutory limits, and automobile liability covering all vehicles, equipment and their operations.

VIII. Contract Documents

1. The contract and reference contract documents represent the entire agreement between the parties hereto and supersede all prior negotiations, representations or agreement, either written or oral.
2. The contract may be amended or modified only by written change order duly signed by both parties or by changes documented in the field.
3. Execution of the contract by the Contractor is a representation that the Contractor has visited the site, become familiar with the local conditions under which the work is to be performed, and has correlated personal observation with the requirements of the contract documents. However, misrepresentations on the part of the Clients or Clients’ Representative as to conditions, or hidden conditions not reasonably ascertainable prior to beginning the work, shall not be the responsibility of the Contractor.
4. Execution of the contract by the Clients is a representation that the Clients have read all terms, conditions, and specifications contained in the contract documents, understands what is required of the Contractor and Clients and that the obligation of both parties is specifically as dictated by these documents.

IX. Default

The occurrence of any of the following shall constitute a material default under this Agreement:

1. The failure of the Clients to make a required payment when due.
2. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
3. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
4. The failure of the Clients to make the building site available in the time and manner provided for in this Agreement.

X. Remedies

In addition to any and all other rights the Contractor may have available according to the law of the State of Minnesota, if the Clients default by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make monetary payment when due), the Contractor may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the

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nature of the default. The party receiving said notice shall have three days from the effective date of said notice to cure the default(s). Unless waived by a party providing notice, the failure to cure or begin curing the default(s) within such time period shall result in the automatic termination of this Agreement.

XI. Force Majeure

If performance of this Agreement or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

XII. Worksite

The Client warrants that the Client owns or manages the Property and is authorized to enter into this Agreement. The Client will allow free access to work areas for workers and vehicles.

XIII. Change in Scope of Services

Contractor or Clients may deem it necessary or appropriate from time to time to add other services or increase, reduce, or change the Services under this Agreement (a "Service Change"). Either Contractor or Clients may make a proposal for a Service Change, whereupon the Contractor and Clients shall mutually evaluate feasibility, manner and timing for implementation, impact on pricing, impact on performance requirements and all other relevant matters. A Service Change shall not be implemented unless and until the Service Change is approved by both the Contractor and Clients. If the Service Change is approved by the Contractor and Clients, the Service Change shall be set forth in a written amendment to this Agreement, which amendment shall be signed by authorized representatives of the Contractor and Clients.

XIV. Termination

This Agreement may be terminated upon 30-day notification by registered mail. Payments for services rendered are due and payable upon termination.

XV. Independent Contractor Status

The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Clients' employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order the work is performed; Contractor has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement. Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Clients; The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Clients will not hire, supervise, or pay assistants to help the Contractor; Neither Contractor nor Contractor's employees or personnel shall receive any training from the Clients in the professional skills necessary to perform the Services required by this Agreement; and Neither the Contractor nor Contractor's employees or personnel shall be required by the Clients to devote full-time to the performance of the Services required by this Agreement.

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XVI. No Partnership

This Agreement does not create a partnership relationship between the Contractor and the Clients. The Clients shall have no authority to enter into contracts on the Contractor's behalf or represent the Contractor in any manner.

XVII. Assignment & Delegation

The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor").

XVIII. Pre-Lien Notice

This portion of the Agreement serves as notice of Contractor and Subcontractors' right to file a lien against the Property. You are therefore notified that:

- A. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- B. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

XIX. Governing Law

This Agreement shall be governed under the laws in the State of Minnesota.

XX. Severability

This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXI. Amendments

No modification or amendment of this Agreement will be enforceable unless it is in writing and executed by the party against whom enforcement of such modification or amendment is sought.

XXII. Ambiguity

The parties are sophisticated and have negotiated this Agreement at arm's length and agree that any uncertainty or ambiguity herein shall not be construed against any one party.

XXIII. Entire Agreement

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Contractor and Clients.

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XXIV. Fully Executed Contract

This Agreement signed and dated by both Parties, together with the down payment paid in full by check, cashiers check or cash shall constitute the “Fully Executed Contract.”

XXV. Statutory Warranty

In accordance with Minnesota Statute 327A.02 STATUTORY WARRANTIES, the Client shall warrant to the Client that:

- (a) during the one-year period from and after the warranty date the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards;
- (b) during the two-year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems due to noncompliance with building standards; and
- (c) during the ten-year period from and after the warranty date, the dwelling shall be free from major construction defects due to noncompliance with building standards.

Subd. 2. **Warranties to survive passage of title.** The statutory warranties provided in this section shall survive the passing of legal or equitable title in the dwelling to the vendee.

§Subd. 2a **Remedies unaffected by corporate dissolution.** The statutory warranties provided in this section are not affected by the dissolution of a vendor or home improvement contractor that is a corporation or limited liability company.