

detached

CHAN'S CONSULTING, LLC.
7901 12th Ave S. Bloomington, MN 55425
Phone 952.992.0887

Date Prepared: April 25, 2018
Project Location: 694 Complex
694 Snelling Ave.
St. Paul, MN

*Mai. Wang
15.04*

Re: 694 Complex remodeling proposal and letter of agreement

Based on our initial concept meeting, the following is our proposal for construction services to be performed by the remodeling company, **Chan's Consulting LLC**, for the buyer, **694 Complex**, as defined within the Scope of Work.

Scope of Work

Construction

- Interior (Space B+C)
 - Build 48' long, 6" thick demising wall between space A & B+C
 - Build (2) ADA accessible restroom
 - Finish with 48" high ceramic wall tile, ceramic floor tile and paint walls (allowance up to \$3.00/SF, material only)
 - Install 2x2 ceiling tile in dining area & 2x4 ceiling tile in kitchen area
 - (3) Window opening with header
 - Repair kitchen back door
- Exterior Parking Lot
 - Remove and haul away asphalt parking lot
 - Add MNDOT Spec class 7 Rec as needed to establish graded and compacted foundation min 8"
 - Pave 3" compacted mat using MNDOT Spec LV3R hot mix for heavy parking use
 - New parking lot layout and lot line using commercial grade oil-based paint for new asphalt surfaces (choice white or yellow)
 - Re-install parking signs
 - Install poles in front of parking lot connected with cable and hardware
 - Re-install parking bumpers (replacing damaged or missing parking bumpers NOT included)
- Exterior Wall
 - Re-substrate exterior walls with plywood and anchor into existing wall, repair surface bricks and cinder block where needed to accept new substrate
 - Store Front Wall - Install corrugated stones under sign and install metal liners on sign band
 - Side Walls - Patching and paint existing wall (owner's choice of color)
 - Repair roofing cap
- Building permit included
- Sprinkler system NOT included

TERMS AND CONDITIONS

1. **DEBRIS REMOVAL** Unless stated otherwise in the contract Chan's Consulting, LLC. is authorized to haul away and dispose of all piping, materials, debris, faucets, fixtures, cabinets, shower heads, shower doors, old drain parts, water softeners, countertop etc. by covering work areas Chan's Consulting, LLC. will "broom clean" at the conclusion of its work.
2. **FREE ESTIMATES** All estimates are free except when Chan's Consulting, LLC. is required to do physical labor to troubleshoot a problem or cause in order to give the Buyer an explanation or evaluation.
3. **COMMENCEMENT OF WORK** Chan's Consulting, LLC. agrees to commence work and adhere to the schedule as indicated in the contract. However, Chan's Consulting, LLC. will not be responsible for delays beyond their control or for any of the following: (a) failure of the issuance of all necessary building permits within a reasonable length of time, (b) disbursement of funds into a joint control or escrow, (c) acts of negligence or omission of the buyer, or buyer's employee, or buyer's agent, (d) acts of God, (e) stormy or inclement weather, (f) strikes, boycotts, lockouts, or other labor union activities, (g) extra work ordered by the buyer, (h) inability to secure materials through regular channels, (i) imposition of government priority or allocation of work ordered by the buyer, (j) failure of the buyer to make payments when due, (k) delays caused by inspection or changes ordered by inspectors or the authorized government bodies, (l) facts of independent contractor, holidays, or other causes beyond Chan's Consulting, LLC control, Chan's Consulting, LLC will not compensate nor reimburse buyer for wages they may claim to lose due to rescheduling or failure to complete the job by the scheduled date.
4. **INSPECTIONS** It is the buyer's responsibility to contact the inspection department to make and appointment for inspection and to make the premises available for inspection permit, until after the Three Day Right To Cancel period has passed.
5. **STRUCTURAL ALTERATION** Buyer gives Chan's Consulting, LLC. the sole right, to perform work described in this contract in a good and workmanlike manner, thereby authorizing Chan's Consulting, LLC. when deems necessary, to open holes in plaster and stucco, remove wallpaper, wood paneling, insulation, molding, and other items that may be necessary to perform the work described in the contract.
6. **ATTORNEY FEES** In the event of litigation between the parties, or if a party becomes involved in litigation because of acts of the other party, the court will award reasonable attorney fees to the prevailing or innocent party. I, the buyer agree that if I breach this contract or default under the terms of the contract, that Chan's Consulting, LLC. will have the right to be paid back for attorney fees and all out-of-pocket expenses, even if a lawsuit is not filed..
7. **RIGHT TO STOP WORK** Chan's Consulting, LLC. shall have the right to stop work if any payment shall not be made to Chan's Consulting, LLC. under this contract. Chan's Consulting, LLC may keep the job idle until all payments are up to date.
8. **LIMITATIONS** No action arising from or related to this contract, or the performance of this contract shall be started by either party against the other no more than two years from the date of reasonable completion of this contract. This limitation applies to all actions of any character. Negligent misrepresentation or unintentional concealment shall not extend this limitation.
9. **INSTALLATION** Chan's Consulting, LLC. has the right to subcontract any part of, or all of, the work herein.
10. **CHANGE ORDERS** Should buyer, construction lender, or any government body or inspector require any modification or addition to the work covered under this contract, any cost incurred to Chan's Consulting, LLC. shall be add to the contract price as extra work and Buyer agrees to pay Chan's Consulting, LLC. their normal selling price for such extra work. All extra work as well as any other modifications to this contract shall be specified and approved by both parties in a written Change Order. All Change Orders shall become a part of this contract and shall be incorporated herein.

CHAN'S CONSULTING LLC.

7901 12th Ave S.
Bloomington, MN 55425
952.854.9515

Invoice #010507

Date – 05/14/2018

Name/Service Address:

694 Complex
694 Snelling Ave
St. Paul, MN

Description		Total
694 Complex remodeling project 40% Down payment - \$104,187.60 20% first rough-in - \$52,093.80 20% second rough-in - \$52,093.80 15% before final inspection - \$39,070.35 5% after final inspection - \$13,023.45		\$260,469.00
<u>Payment</u> 5//14 check# 17957, 4786, 120, 121, 199, 5067, 5110, 5679, 3376		\$104,187.60
Total:		\$260,469.00
Paid:		(\$104,187.60)
Balance:		\$156,281.40

*Please remit payment to: Chan's Consulting LLC