

**OWNER -CONTRACTOR CONSTRUCTION CONTRACT**

THIS AGREEMENT ("Agreement") is made this 9 <sup>October</sup> ~~th~~ day of ~~September~~, 2015 by and between Bella Roofing LLC the "Contractor", and Greater Frogtown Community Development Corporation (GFCDC) whose address is 35 Water Street W., St. Paul, MN 55107 the "Owners".

WITNESSETH:

WHEREAS, the OWNER intends to build a new construction single family home on the property located at:

**1022 Minnehaha Avenue W., St. Paul. MN 55104**

Legally described as: Lot 4, Stipe's Rearrangement, Ramsey County, Minnesota. (hereinafter the "Project" or "Property"); and,

WHEREAS, the Project is being financed by, and a construction loan through Coulee Bank, St. Paul, EnTitle, the designated title company is the disbursing agent (hereinafter the "Disbursing Agent"); and,

WHEREAS, The Contractor represents that is has the necessary personnel, experience, competence, and legal right to perform the Work and desires to perform the work as described in this Agreement, Project Manual and bid response "Work" on the terms and conditions contained in this agreement.

NOW, THEREFORE, OWNER and the Contractor, for valuable consideration and the mutual promises hereinafter set forth, agree as follows:

**ARTICLE I - SCOPE OF CONSTRUCTION CONTRACT**

**Section 101. The Contract.** The Construction Documents consist of this Agreement, the Scope of Work, any Drawings, General Conditions, the Sworn Construction Statement, and Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and all modifications issued subsequent thereto. These form the "Contract" or "Construction Contract" and all are as fully a part of the Construction Contract as if attached to this Agreement or repeated herein.

The provisions of this Agreement take precedence over any inconsistent provision in any other Construction Documents. This Contract constitutes the entire agreement between the parties and any previously existing contract concerning the Work contemplated by the Construction Documents is hereby revoked.

**Section 102. Work To Be Performed.** The Contractor shall perform all of the Work as defined in and in accordance with the Construction Documents. The Work and the performance thereof in all cases shall comply with local and state building codes and the Work shall in all instances comply with the contents of the scope of work.

Contractor shall complete all Work as needed to effect the total rehabilitation of the Property whether or not specifically set forth in the Construction Documents. Contractor shall complete all items of Work incidental to the rehabilitation of the Property at no additional cost to OWNER, if the same could reasonably be anticipated based upon a review of the Construction Documents and the existing condition of the Property, except as to items specifically reserved for completion by OWNER.

**Section 103. Project Management.** The Drawings, Scope of Work and Specifications have been prepared by Greater Frogtown Community Development Corporation (GFCDC). Any assistance of professionals, if required in OWNER's opinion, shall be provided by OWNER or on a case-by-case basis, architect or engineer, whose opinions as to the construction methods to be used in completion of the Contract shall be conclusive on both parties. The person administering the Construction Contract (hereinafter referred to as the "**OWNERS' Housing Development Manager**") is Becky Errigo (GFCDC). The Contractor understands and agrees that an Architect is not being employed by OWNER and that OWNER will conduct all inspections, including payment requests and punch list(s) and whose decision will be final regarding certifying the completion of the Project.

**Section 104. (Intentionally Omitted)**

**Section 105. Changes in Construction Documents.** All changes to this Agreement, (if applicable) must be approved by OWNER, if any, (except as provided in Section 106, below) and shall be submitted to, and placed on file with, OWNER. Any changes in the Drawings and Project Manual or orders for extra work, or changes by altering or adding to or eliminating any of the Work which will result in any material change may be effected only with the prior written approval of OWNER. OWNER will act as a qualified officer authorized to review requests for such changes, additions or alterations during normal working hours but must present to OWNER for final approval before acceptance. Approval of OWNER to such changes shall not be unreasonably withheld. Contractor agrees that retainage funds will not be released to Contractor in the event there is a dispute of Change Orders that equal or exceed the retainage amount until settlement through the agreed upon process has been completed.

**Section 106. Change Orders for Non-Performance by Contractor.** Notwithstanding any provision in this Agreement to the contrary, when, in the opinion of the Owner, the Contractor has failed to perform the Work in accordance with the Construction Documents, or has failed to utilize materials in accordance with said Documents, OWNER may issue a Change Order to the Contractor for the correction of such conditions, which Order shall require the approval of OWNER. Such corrections shall not form the basis for adjustments of the Total Contract Sum or date of completion as provided in said Project Manual.

## ARTICLE 2 – FINANCING

**Section 201. Financing of Work.** The Contractor understands that the Work is to be financed by; **a construction loan through Coulee Bank in St. Paul, and developer equity line of credit through Greater Frogtown Community Development Corporation.**

**Section 202. Contract Contingent Upon Delivery of Documents.** Notwithstanding any other language in the Contract to the contrary, this Construction Contract and the obligations and liabilities of the Owner issuing here from, are contingent upon the subject to the acceptance by the agency of the aforesaid Mortgage. In the event that for any reason whatsoever the Mortgage is not executed, delivered, and recorded, the Owner shall not be obligated to the Contractor for any fees or other charges payable to the Contractor under this Construction Contract shall be void and of no effect.

**Section 203. OWNER's Right to Complete.** In the event of the failure of the Contractor to perform its obligations to OWNER, OWNER will undertake the completion of the Project in accordance with this Contract.

**Section 204. OWNER Access to Project.** OWNER and its authorized agents, including the Disbursing Agent, shall have the right of entry and free access to the Project and any other location or locations where materials, equipment or fixtures intended for use in connection with the Work may be stored pending such use, and the right to inspect all work done and materials, equipment and fixtures furnished installed or stored in and about the Project.

## ARTICLE 3 – TIME

**Section 301. Commencement of the Work and Final Completion.** The Work shall be commenced only upon issuance of a Notice To Proceed from OWNER, and not before, and shall be **substantiality completed** in accordance with the Construction Documents to the satisfaction of OWNER within **Ninty day (90) days** after issuance of authorization to commence the Work. The contractor prior to notice to proceed shall apply for a building permit with the City of St. Paul and commence construction **within 5 days after the approval of the Building Permit**. The time within which the Work shall be substantially completed may be extended by Change Order in accordance with the terms of the Contract only with the prior written approval of OWNER. OWNER's "Notice to Proceed" order shall be issued not later than **thirty (30) days from** the date of full execution of this Agreement. The date of Substantial Completion, as used herein, shall be the date that OWNER determines in writing that the Work has been substantially completed, that appropriate Certificates of Occupancy have been issued by governmental authorities having jurisdiction and that OWNER has received satisfactory guarantees from the Contractor that the Contractor will complete any remaining items promptly and in a manner satisfactory to OWNER. The omission of any item or items from the respective deficiency notifications by OWNER hereunder shall not be deemed to relieve the Contractor from performing Contractor's obligations with respect to such item or items as are otherwise required by the Construction Documents.

**Section 302. Time of Final Completion of Work.** The Work shall be deemed to have been finally completed as of the date of the final inspection or re-inspection if, upon such inspection or re-inspection, OWNER find that no further portion of the Work remains to be done at the site. It is specifically agreed that Final Completion shall be deemed to have occurred if, in the opinion of OWNER , all portions of the Work have been completed on the site except those which cannot reasonably be then completed because of causes beyond the Contractor's control, including but not limited to weather, season of the year, and unavailability of materials, and as to which Contractor has provided security in the amount of one and one-half (1-1/2) times the estimated cost of completion in cash or other form acceptable to OWNER . It is further agreed that all guarantees provided in these Construction Documents shall commence as to such escrow items upon completion and written acceptance thereof by OWNER.

**Section 303. Damages for Non Completion within Time Limit.** The Contractor acknowledges that delays in Substantial Completion of the Work beyond the date of Substantial Completion as referenced in section 301 above, subject to any extensions granted by OWNER by written Change Order under section 301 or this section 303, would result in losses to OWNER that would be difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Accordingly, the parties agree that if Contractor fails to achieve Substantial Completion of the Work by the scheduled Substantial Completion Date, then the Contractor shall pay to OWNER liquidated damages in the amount of One Hundred (\$100.00) per day for each day Substantial Completion is delayed. OWNER may also exercise all other remedies provided in this Agreement or allowed by law or equity that are not inconsistent with the provisions of this section. Delays caused by strikes, acts of the Owner, failure of prompt city inspections, or by events and conditions not reasonably foreseeable and not the fault of the Contractor, will be reason for an extension of time of the date of Substantial Completion commensurate with such periods of delay provided that any delays are documented in writing by the Contractor and approved by the Owner .

#### ARTICLE 4 - CONTRACT SUM AND PAYMENTS

**Section 401. Total Contract Sum.** Subject to the provisions of the Contract, OWNER shall pay the Contractor for the performance of the Work hereunder, subject to additions and deductions by Change Order, as provided in the Project Manual of the Contract, in current funds, the Total Contract Sum of

**Ninty Six Thousand Four Hundred Thirty Two Dollars (\$ 96,432..00)**

for completion of Work at the Property including **the Base Bid (\$80,700), Addendum #1 (\$14,657) and Addendum #2 (\$1,075)**. This Total Contract Sum is identified on the attached Sworn Construction Statement. The Contractor is responsible for the payment of each Subcontractor and Material Supplier in the amounts listed on the Sworn Construction Statement. The General Contractor is responsible for the payment of any cost that exceeds the line item amounts listed on the Sworn Construction Statement to any Subcontractors or Material Suppliers as they may occur.

**Section 402. Application for Payments.** Payments will be processed once each month after the commencement of the Work unless otherwise approved by OWNER. The Contractor shall make, on the form provided by OWNER, on days to be reasonably designated by OWNER, a request to OWNER for payment for work done during the preceding period. Upon written approval by Lenders, the Disbursing Agent and compliance with the Construction Documents, the Contractor shall be entitled to payment thereon in an amount equal to the total value of classes of the work acceptably **completed less ten (10%) percent (retainage)** thereof, and less prior payments. No advances for materials stored on or off the site will be made. The value shall be computed in accordance with the amounts assigned to classes of the Work in accordance with the Contractor's Sworn Construction Statement and hereby made a part hereof. The Contractor agrees that no materials or equipment required by the Construction Contract will be purchased under a conditional sales contract or with the use of any security agreement or other vendor's title or lien retention instrument. No payments will be made unless appropriate documentation is completed by the Contractor. This may include invoices; **lien waivers**; and any other documents as required for final close (such as a passed lead clearance test, etc). It is the Contractor's obligation to complete the Application for Payment form correctly and if it is determined that the Payment request is not accurate either in calculations or due to the work not being completed at the level of the Payment Request, then the Contractor must draft a new and correct Application for Payment.

**Section 403. Withholding Payment to Contractor at Direction of OWNER.** Payments shall be withheld or reduced by OWNER, if in the determination of OWNER that the Work is not preceding in accordance with the Construction

Documents.

**Section 404. Allowances; Change in Contract Amount.** Any items of work or materials set forth in the Scope of Work or Sworn Construction Statement as an allowance represents the Contractor's best estimate of the cost of the work. No such work shall be completed or installed without OWNER's prior approval of the type, method of installation and cost therefore. Contractor shall be entitled to an increase in the contract amount if any item subject to allowance shall cost more than estimated, based upon not less than two competitive bids satisfactory to OWNER. If any item subject to an allowance, or any other work or material item to be supplied by a Subcontractor shall be reduced based upon a change in materials or method of installation suggested by Contractor and acceptable to OWNER, then the Contract amount shall be reduced by the amount of the savings, all to the benefit of OWNER. Material purchased under allowances must be documented with order forms and receipts.

**Section 405. Final Payment.** The balance due the Contractor hereunder shall be payable upon the expiration of **twenty (20) calendar days** after the Contractor shall have obtained or caused to occur all items listed in the **Close Out Procedures & Submittals Sheet - Exhibit G**.

#### ARTICLE 5 - RECEIPTS AND RELEASES OF LIENS

**Section 501. Contractor's Affidavit Acknowledgment of Payment.** With each application for payment, the Contractor shall furnish an affidavit listing the number and names of every Subcontractor in connection with the Work and of every person furnishing labor or materials therefore, and the amounts due or to become due to such Subcontractors, laborers, and persons for Work done and materials furnished at the date of the current advance and certifying that all Subcontractors, laborers and material men have been paid to the date covered by the last advance. The Contractor shall attach to each request for payment acknowledgments of payment in the form of waivers and release of liens to the date covered by the last advance from Contractor and all Subcontractors and material men dealing directly with the Contractor. OWNER or Disbursing Agent may require the Contractor to also attach waivers of liens to the date of the current advance for work performed by such Subcontractors and for which payment is requested. Concurrently with the Final Application for Payment the Contractor shall submit an affidavit listing all Subcontractors and material men and certifying that there are no liens, claims or demands by Subcontractors and material men, laborers, other employees or third persons.

**Section 502. Contractor's Lien and Lien on Moneys Due.** The Contractor hereby specifically agrees that no payment shall be due the Contractor pursuant to this Construction Contract so long as the Contractor maintains on its own behalf, on record any mechanic's lien against the Project for or on account of any work or labor done or materials furnished under the Construction Documents or otherwise, for, toward, in or about the erection and construction of the Project. In addition, the Contractor shall not, at any time, suffer or permit any lien, attachment, or other encumbrance, under the law of this State or pursuant to Federal law, by any person or persons whomsoever, to remain on file against the Property for any money due or to become due for any work done or materials furnished under the Contract and, to the extent thereof, such lien, attachment, or other encumbrance, until it is removed, shall preclude payment by the Owner

**Section 503. Satisfaction of Mechanics' Liens and Other Claims.** If any mechanics' liens or other claims shall be filed or maintained against the Project for or on account of any Work under the Contract in furtherance of the erection, construction or completion of the Work, it shall be the obligation of the Contractor to make provision satisfactory to OWNER for the contest or satisfaction of such lien and claims prior to any further payment hereunder. Appropriate title insurance, deposits or assurances (including payment bonds) satisfactory to OWNER may, in its discretion, be accepted as satisfaction of this condition.

#### ARTICLE 6 - REQUIREMENTS OF CONTRACTOR

**Section 601. Compliance with Laws.** The Contractor shall give all required notices and shall comply with all applicable codes, laws, ordinances, rules and regulations, and protective covenants, and with the current regulations of the National Board of Fire Underwriters, wherever applicable with respect to the Work and this Contract. The Contractor further shall comply with the provision of the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America.

**Section 602. Errors in Construction Documents.** If the Contractor observes that the Construction Documents are at variance with any applicable codes, laws, ordinances, rules or regulations, or protective covenants, Contractor shall promptly notify OWNER. If the Contractor performs any work knowing it to be contrary to such codes, laws, ordinances, rules or regulations or protective covenants, without giving notice to OWNER, it shall bear all cost arising therefrom, including the cost of correcting any such work and any consequential or incidental damages arising therefrom, including delays in completion of construction.

**Section 603. Permits, Licenses, Certificates.** The Contractor shall notify immediately OWNER of the delivery of all permits, licenses, certificates of inspection, certificates of occupancy (issued in the name of Owner), and any other such certificates and instruments required by law, regardless of to whom issued, and shall cause them to be displayed to OWNER upon their request.

**Section 604. Representations of Contractor.** The Contractor represents and warrants to OWNER that: (1) the Contractor is financially solvent, able to pay Contractor's debts as they mature, and possessed of sufficient working capital to complete this Construction Contract; that s/he is able to furnish the plant, tools, materials, supplies, equipment, and labor and is experienced in and competent to perform the Work, and that s/he is qualified to do the Work and is authorized to do business in the State of Minnesota; and (2) the Contractor holds a license, permit or other special license, to perform the services included in this Construction Contract, as required by any applicable law, or lawfully employs or works under the general supervision of the holder of such license, permit or special license. The warranties in this contract shall not limit or exclude any other warranties, express or implied, which arise by operation of law.

**Section 605. Completion Schedule.** The Contractor agrees that, before commencing work, Contractor will provide to OWNER a construction schedule detailing the dates and order of completion of all components of work by each Subcontractor within the time allowed in this Contract. This Contract shall not become binding until such Schedule has been accepted by OWNER. Contractor agrees that it will turn over to OWNER for occupancy, the Project, which has been completed and which has been approved for occupancy by OWNER. The Contractor further agrees, at the sole expense of the Contractor, to secure occupancy permits from any state or local authority necessary to secure from OWNER the required permission for occupancy of the Project.

## ARTICLE 7 – INSURANCE AND INDEMNITY

**Section 701. Insurance Requirements:** See General Conditions to this Contract attached to this contract as **Exhibit A** for insurance requirements. The General Contractor's Certificate of Insurance is attached as **an Exhibit B**.

**Section 702. Indemnity by Contractor.** Contractor will defend, indemnify, and hold harmless OWNER, the Lenders: City of Saint Paul, Twin Cities Community Land Bank, Minnesota Housing Finance Agency, and its directors, officers and employees, against loss or expense by reason of the liability imposed by law upon OWNER, the Contractor, or the City of Saint Paul, for damages because of bodily injuries, including death at any time resulting therefrom, accidentally sustained by any person or persons or on account of damage to property arising out of or in consequence of the performance or non-performance of this Construction Contract, whether such injuries to persons or damage to property are due or claimed to be due as a result of negligence or willful misconduct of the Contractor, its or their subcontractors, employees, agents, or any other person.

ARTICLE 8 - (Intentionally omitted)

ARTICLE 9 – (Intentionally omitted)

## ARTICLE 10 - ASSIGNMENTS, SUBCONTRACTS AND TERMINATION

**Section 1001. Contract Not Assignable.** This Construction Contract shall not be assignable by either party without the prior written consent of the other party.

- (1) The Contractor may assign the Contract to its surety, or
- (2) The Contractor may assign to any Bank or other financial institution any sums which become due to Contractor

hereunder, subject to any claim or set-off to which Developer or Agency may be entitled.

**Section 1002. Subcontracts.** The Contractor shall not subcontract any of the Work without the prior written consent of the Owner /OWNER. The Contractor shall submit to the Owner the names of the subcontractors to whom the Contractor proposes to subcontract any part of the Work, together with such information as to the qualifications and ability of such proposed subcontractors to perform the Work satisfactorily as the Owner may request. The Contractor shall not subcontract any work to a subcontractor nor employ any person with regard to which the Contractor has received written notice of objection from Owner, provided, that any such notice of objection must be upon a reasonable and substantial basis and must be received by the Contractor within ten (10) days of the receipt by Owner of such subcontractor's or employees name and qualifications. The Contractor shall not make any substitutions for any subcontractor or person or organization, who has been accepted by the Owner unless the substitution is acceptable to the Owner.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors as the Contractor is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall cause and require provisions to be included in all subcontracts for any part of the work, binding the subcontractors to comply with the terms of the Construction Documents insofar as applicable to the Work of such subcontractors.

**Section 1003. Subcontractors to be obligated to Owner.** The Contractor shall cause and require to be included in all subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Construction Documents.

**Section 1004. Inspection of Subcontractor's Records if Identity of Interest Exists.** The Contractor shall cause and require to be included in all subcontracts, a provision that in the event that Owner determines that there is an Identity of Interest (10% or more reciprocal Owner Partnership, direct or indirect) between the Contractor and any such subcontractor or material supplier, the Owner shall have full and free access, during working hours, to all books of account and records of the subcontractor relating to the Work under this Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements for a period of three (3) years.

In addition, in the event of such Identity of Interest, the Contractor shall demonstrate to the satisfaction of the Owner , prior to the performance of said Work and furnishing of said materials, that the amount proposed to be charged for said Work or material is competitive, fair and reasonable, in accordance with the criteria and standards established by Owner. In the event of failure of the Contractor to so disclose an Identity of Interest and/or obtain prior approval of the price for such sublet work or materials, Contractor hereby consents to accept payment for such Work or materials at an amount determined in the Owner 's sole discretion.

**Section 1005. Disclosure of Material, Men and Equipment Supplies.** The Contractor shall disclose to the Owner and the Agency the names of all persons with whom the Contractor has contracted, from time to time, with respect to materials and equipment to be furnished for the Work hereunder.

## ARTICLE II - TERMINATION OF THE CONTRACT

**Section 1101. Termination by the Owner.** In the event that: (i) the Contractor is adjudged a bankrupt; (ii) the Contractor makes a general assignment for the benefit of his creditors; (iii) a receiver is appointed on account of the Contractor's insolvency; (iv) the Contractor persistently and repeatedly refuses or fails to supply enough properly skilled workmen or proper materials to perform the Work in accordance with the Construction Documents including particularly the time and scheduling provisions thereof; (v) the Contractor persistently or repeatedly incorporates defective, faulty or inferior workmanship or materials into the Work; (vi) the Contractor fails to make prompt payment to Subcontractors or for materials or labor; (vii) the Contractor persistently or repeatedly disregards, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or (viii) the Contractor otherwise is guilty of a material violation of any provision of the Construction Documents; or (ix) Contractor fails to make continuous and consistent progress toward completion of the Project, then the Owner may terminate the employment of the Contractor and take possession of the Project site and of all materials thereon owned by the Contractor and the Owner may complete the Work by whatever method Owner may deem expedient, to the extent such method of completion is

approved by an authorized officer of the Agency.

Any such termination of the employment of the Contractor by the Owner as aforesaid shall be without prejudice to any other right or remedy of the Owner and shall be effective only after the Owner shall have given the Contractor and his surety, if any, seven (7) days written notice of the Owner's intention to terminate the employment of the Contractor, subject to any additional notice requirements which may be required by the surety.

In the event of the termination of the employment of the Contractor pursuant to this Section 1101, the Contractor shall not be entitled to receive any further payment until the work is completed. If the cost of completing the Work, including compensation for any additional services of an Architect, exceeds the unpaid balance of the Total Contract Sum, the Contractor shall pay the amount of such excess cost to the Owner. The costs incurred by the Owner in completing the Work pursuant hereto shall be certified to OWNER as part of the Actual Cost of Construction in accordance with the provisions of Article 4 of this Construction Contract.

**Section 1102. Termination by the Contractor.** If the Work is stopped for a period of thirty (30) days under an order of any court or any other public authority having jurisdiction, except for OWNER, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor for the failure of the Owner to issue a certificate for payment as provided in the Construction Documents and Section 402 of this Construction Contract, or for the Owner's failure to make payments thereon as provided in said Section 402 hereof, then the Contractor may, upon seven (7) days written notice to Owner, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, including reasonable profit. The Contractor shall have no right to claim any damages of any kind against OWNER, including without limitation direct, consequential or incidental damages, and the sole remedy of the Contractor against OWNER under this Construction Contract is strictly limited to an action for specific performance.

#### ARTICLE 12 - MISCELLANEOUS

**Section 1201. Notices.** Any notice required to be given hereunder shall be deemed sufficient if delivered in writing personally, or mailed certified, return receipt requested, postage prepaid to the following places directed to the following persons:

Owners:

**Greater Frogtown CDC  
35 Water Street W  
St. Paul, MN 55107  
Attn: Becky Errigo**

Contractor:

**Bella Roofing LLC  
2133 Grand Ave  
St. Paul, MN 55405  
Attn: Timothy Lippert and/or Jimmy Sande**

Disbursing Agent on Behalf of OWNER:

**EnTitle Inc.  
9100 Baltimore Street NE #110  
Blaine, MN 55449  
Attn: Chris Maroschek**

Lender:

**Coulee Bank  
742 Grand Avenue  
St. Paul, MN 55105  
Attn: Liz Lambrecht**

**Section 1202. Actions on Behalf of the Parties.** The following persons are authorized by the Owner and the Contractor to execute any and all instruments requiring their respective signatures and to act on their behalf with respect to all matters arising out of the Contract.

Owner: **Greter Frogtown Community Development Corporation (GF CDC) – Becky Errigo &/or Jill Henricksen**

Contractor: **Bella Construction – Tim Lippert &/or Jimmy Sende**

**Section 1203. Actions on Behalf of the Owner.** Except as otherwise provided herein, whenever any approval or notice on behalf of OWNER is required under the Contract, or whenever any action on behalf of OWNER is required or permitted, OWNER and Disbursing Agent shall have the power and right to approve, give notice or act on behalf of OWNER.

**Section 1204. Interest of City Personnel and Local Public Officials. (Intentionally omitted)**

**Section 1205. (Intentionally omitted)**

**Section 1206 Destruction of Property.** In the event the Property is destroyed or substantially damaged by fire or any other cause before completion, this Contract shall become null and void at Owner's option. In such event, Contractor shall be paid for all work in place and for any proven actual loss sustained upon any materials, excluding Contractor's overhead or profit.

**Section 1207. Sale and Use Tax. (Intentionally omitted)**

**Section 1208. Construction Meetings.** The Contractor shall attend and participate in site meetings with respect to the Project that the Owner shall from time to time require, which may be as often as on a weekly basis.

**Section 1209. Captions.** Captions to Sections hereunder are included for reference convenience only and are not to be construed as affecting the meaning of any Section or to have any legal effect whatsoever. Such captions are to be disregarded when interpreting this Construction Contract.

**Section 1210. Exhibits.** The following are the attached exhibits:

- A. General Conditions
- B. General Contractor's Certificate of Insurance
- C. Sworn Construction Statement and Affidavit
- D. Construction Timeline
- E. Application and Certificate for Payment Form
- F. Change Order Form
- G. Closeout Procedures and Submittals

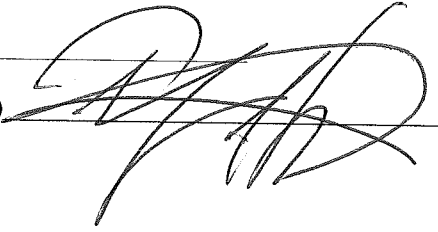


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have set their hands as of the day and year first above written.

For CONTRACTOR: BELLA CONSTRUCTION

BY: (print) Timothy Lippert

Signature)



ITS: Co-Owner

For OWNER: GREATER FROGTOWN COMMUNITY DEVELOPMENT CORPORATION

BY: (print) Becky Errigo

(Signature)



ITS: Housing Development Project Manager

This signature page is for the Construction Contract on the property at 1022 Minnehaha Ave. W., St. Paul, MN 55104

**Exhibit A**  
**General Conditions / REQUIREMENTS**

**Exhibit B**  
**General Contractors Certificate of Insurance**  
**(Listing Greater Frogtown CDC as additional insured)**

**Exhibit C**  
**Sworn Construction Statement & Affidavit**

**Exhibit D**  
**Construction Timeline (Schedule)**

**Exhibit E**  
**Application and Certificate of Payment form**

**Exhibit F**  
**Change Order form**

**Exhibit G**  
**Close Out Procedures**

Address: 1022 Minnehaha Ave																
Items	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16
Building Permit						X										
Demolition																
Asbestos																
Lead Remediation																
Concrete						X	X	X	X							
Tuckpointing	N/A						X	X								
Glass Block Windows									X							
Rough Carpentry							X	X	X	X						
Electrical- preliminary						X	X	X	X	X	X					
Insulation- foam, blown, vapor bar								X								
Roofing									X							
Siding- tyvek									X							
Siding Install									X							
Siding Trim									X							
Gutters & Downspouts									X							
Exterior Doors										X						
Storm Doors										X						
Finish Carpentry- Interior doors											X					
Finish Carpentry- Interior trim											X	X				
Flooring										X						
Drywall- repairs & new										X	X					
Ceramic Tile										X						
Painting										X	X	X				
Drylock paint in basement									X							
Shelving										X						
Window wells									X							
Appliances												X				
Misc												X	X	X		
Plumbing- preliminary						X	X	X	X	X						
Cabinets & Countertops										X	X					
Vanity & Tops										X	X					
Plumbing- final hookups											X	X				
Gas Piping												X	X			
Ventilation																
HVAC						X	X	X	X	X						
Electrical -final fixtures & plates																
Security System									X						X	
Concrete Sidewalks						X										
Sod									X	X						
Landscape									X	X						
Blower Door Final	N/A															
Warranty Book																
Lead Clearance Test												X	X			
Final Permits: plumbing, electric, venting, HVAC, building									X						X	