Proposal

MCLEMORE CONSTRUCTION INC.
Lic# BC603644

18 WINTHROP ST S. SAINT PAUL MN 55119
OFFICE # 756-8929 FAX # 651-340-3235
MCLEMORECON@YAHOO.COM
WEBSITE: MCLEMORECONSTRUCTION.NET

DATE: SEPTEMBER 12, 2016

TO: **Prairie Capitol Inc.**
Saint Paul, MN

JOB: **Code Compliance**
839 Thomas Ave

LINE ITEMS	LABOR	MATERIALS	LINE TOTAL
	CCR-Abbreviation Where Seen Stands for, Code Compliance Report.		
1	Insure Basement Cellar Floor is even	$ 200.00	$ 450.00
2	Repair Walls, Ceilings and Floors. (Upper Bathroom- Repair for CCR. Kitchen- R&R Kitchen Floors, Walls and Ceilings including Pantry area Where needed. Wallpaper- Skim coat sand and prep for Painting. Basement Walls- R&R Sheetrock where water damage exists, Prep for Painting.	$2750.00	$6775.00
3	Painting Interior & exterior as Necessary Per CCR		$3100.00
4	CCR - Proper Construction throughout House where needed	$825.00	$1700.00
5 & 6	Install Insulation where's needed	$250.00	$450.00
7	Install proper Smoke/Carbon Monoxide Detectors	$175.00	$350.00
8	Major Cleanup		$500.00
9,14,15 & 18	R&R Garage Roof, Siding, Fascia & Soffit and Decayed Siding. (This includes fixing Electric Garage Door)		$6100.00
10,11,13 & 19	Gutter and Drainage Repair. Will build up around Foundation where needed.	Gutters On Sight. Other Materials $350.00	$1200.00

12	Dry out Basement & eliminate source of moisture	$250.00	$350.00
16 &17	CCR	$200.00	$450.00
20	R&R Rear Entry Deck / Stairs	$275.00	$975.00
22 & 23	Included in line 2		$00.00
24	Repair & Tuck Point Chimney		$550.00
25	Replace Tub Surround in 2nd Flr Bath	$300.00	$650.00
26	Installation of Handrails	$125.00	$475.00
27 to 30	CCR (All Stolen Windows & the Replacement 4 Doors with Storms)	$2365.00	$4400.00
31	Included in Line Item 2		$00.00
32	R&R Flat Roof (R&R Railing System)	$861.00	$2775.00
Sub	HVAC	SUB	$3700.00
Sub	Plumbing	SUB	$4200.00
Sub	Electrical	Sub	$3600.00
	Building Permit	Paid by Owner	

Payment Arrangements As Followed:
1st Payment for 1st Stage of Job $10,000.00

SUBTOTAL	$42,750.00
10% ADMINISTRAIVE,OVERHEAD AND GENERAL CONDITIONS	$ 4,310.00
GRAND TOTAL	$47,060.00

Mclemore Construction Inc. Service Agreement

This Agreement is entered into this _12__th day of September, 2016 by and between McLemore Construction Inc. (“MC”) and _____.

PURPOSE OF AGREEMENT

MC agrees to provide the following described labor, materials and/or equipment in accordance with plans and specifications as may be referred to herein by reference.

SCOPE OF WORK

Additional Information:
1st Stage Payment Date: Contractor: Owner:

CHANGE ORDERS

A Change Order must be issued by and between MC and owner for any variation from the scope of work as defined in this contract. The Change Order will define the requested, recommended, or necessary changes specific to that individual project. The Change Order amount will be due on or before the completion of the project without demand.

INSURANCE AND RISK OF LOSS

Owner(s) agree to maintain insurance covering the replacement cost of the improvements under contract in the event of loss through fire, casualty, storm or other disasters, and theft of materials from the site. Before work begins, the property owner will furnish a certificate of that insurance to MC. MC agrees to maintain workers' compensation insurance and liability insurance to protect the owners for liability for damages because of bodily injury, including death, and from liability for damages to property. Before beginning the work, MC will furnish a certificate of said insurance at owner's request.

ACCESS

Owner(s) will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. MC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Should access be blocked, MC will wait no more than 30 minutes before leaving and it will be the responsibility of the owner to ensure access prior to MC coming back.

SITE CONDITIONS

The property owners acknowledge that this contract is based upon MC's observation of conditions. Conditions which could not be known by a reasonable inspection, such as termite damage, hidden water damage, hidden code violations, or other concealed conditions, may require extras labors or materials, which are not part of this contract. If such hidden conditions are discovered, MC will notify the owner(s) and will attempt to reach an agreement for a change order to this contract that addresses those problems.

PERMITS, LICENSES, AND APPROVALS

MC will obtain and pay for local building and construction permits, and will obtain and pay the fees for the governmental inspections that are necessary for the work to be done, except as otherwise provided in this contract. The owners will secure and pay for any easements, variances, zoning changes, necessary modifications of restrictive covenants, or other actions. The owner(s) will indicate the property lines to MC and will provide boundary stakes by a licensed land surveyor if the owners are in doubt about the property boundaries. This would be necessary for the instillation of geo-thermal heat pumps loops and/or wells.

PAYMENT

The owner(s) will pay the cost of all materials and equipment used in the work to be done as evidence by a written proposal and as described in the payment schedule. Owner Agrees to pay all cost if a check is used and is rejected. Should a check be rejected, MC at is discretion may demand

a cashier's check or money order be used for future payments. All depreciation that comes from insurance jobs will go to MC.

WARRANTY

MC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in MC's community.

Warranty period shall be 1 year from the completion date.

RIGHT TO DISPLAY WORK

Owner agrees that MC shall have the right to use pictures of its work for marketing, subject to owner's approval. If MC sends notice and no response is received within 30 days then it shall be deemed an approval.

PRE-LIEN NOTICE

(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.

CANCELLATION

Cancellations occurring after the contract has been signed shall cause all fees due to be paid immediately and a charge of 20% of the remaining contract.

FINAL INSPECTION AND LIENS

Upon notification by MC of substantial completion of the work, the owner(s) and MC will inspect the work performed, and at that time owner(s) will prepare a punch list that identifies any incomplete work or deficiencies in workmanship or materials. The owner(s) may retain the value of the punch list from the final payment until punch list items are completed per industry standards. MC will deliver to owner(s) a release of all liens after final payment.

DISPUTE RESOLUTION

The parties will attempt to resolve any dispute (whether in contract, tort or otherwise) between the parties, arising out of or relating to this Agreement, through face-to-face negotiation. Prior to arbitration, both parties shall use persons fully authorized to resolve the Dispute. The party making

a claim shall put the full claim in writing and send to the other party. The responding party shall have 15 days to respond before any new action may be taken. The existence or results of any negotiation or mediation will be confidential. In the event the parties are unable to resolve the dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue binding arbitration with the American Arbitration Association. The prevailing party shall be entitled to costs, fees, and reasonable attorneys' fees.

SEVERABILITY

If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court of law to be void or unenforceable in whole or in part, adjudication shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, paragraph, or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is declared to be severable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

GOVERNING LAW

This agreement shall be subject to and governed by the laws of the State of Minnesota irrespective of the fact that a party is or may become a resident of a different state.

NOTICES

All notices required to be given under the AGREEMENT shall be deemed delivered when deposited in the U.S. mail, first class postage prepaid, addressed to receipt at:

IN WITNESS WHEREOF, the parties have executed the AGREEMENT as of the date first set forth above.

_____

President/Manager

Date: _____

Owner: Owner:

_____ _____

Name Name

_____ _____

Address Address

_____ _____

City, State, Zip City, State, Zip

Homeowner Signature: _____Date:_____

Homeowner Signature: _____Date: _____

Order of Job as assigned by General Contractor

(This can change due to Weather or Receiving of Materials etc.)

1.Permit, Dumpster, Extract Trash and Sanitize, Demo where necessary, and prep for all Subs as needed.
2.Ordering of all materials needed for 1st stages of project, (Kitchen Cabinets, Windows, Doors, Bathroom Tub, Surround Wall, Vanity Set, Toilet.
3.Framing Materials.