



**Larry Arman**

**July 12, 2018**

**Proposal**

**71 Maryland Ave. East St. Paul, MN**

**Services:** Reframe rough opening of front and sunporch door. Prep for door. Frame out both doors inside and out. Repair floor down to floor joist and replace subfloor in living room. In hardwood flooring through out the living room. Replace entire circular stairwell leading up mater bedroom. This includes framing, insulation, drywall, finish work and painting. Replace furnace and HVAC in basement to city code.

**Total: \$22,823.00**

**Materials:** 2x6's for framing, insulation, trim, nails, doors, drywall, mud, Energy efficient furnace, 24 feet of duct work.

**Labor:** 8 man crew totaling 268 hours x =\$34,500.00

**Total= \$57,323.00**

**Contractor's profit \$7,177.00**

**Total for Project \$64,500.00**



## Independent Contractor Agreement

This Independent Contractor Agreement dated this 07,12 2018

Larry Arman 71Maryland Ave East MN 55106

AND

G360construction of 638 Van Buren Ave St Paul, MN

### BACKGROUND:

- A. The Client is in the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Contractor agree as follows:

### Services Provided:

1. The Client hereby agrees to engage the Contractor to provide the Client with services consisting of:
  - Reframing rough opening of two entry way doors and outdoor consistent doors a framing with insulation. Repair damaged floors down to floor joist and suitable subflooring and final floor in living room. Repair circular stairway leading up to mater suite with drywall, insulation, finishing and paint. Replace and repair heating system and Hvac up to city code.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees provide such Services to the Client.

### Terms of Agreement

3. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

4. In the event either Party breaches a material provision under this Agreement, the non-m

#### **Performance**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

#### **Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in U.S. Dollars.

#### **Compensation**

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation to the Contractor for the flat fee of \$64,500.00
8. A deposit of \$20,400.00 will be payable to the Contractor before any work will begin.
9. The Compensation will be payable, while this Agreement is in force, according to the following payment terms:
- Upon completion!
10. The above Compensation includes all applicable sales tax, and duties as required by law.

#### **Reimbursement of Expenses**

11. The Contractor will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Contractor in connection with providing the Services here under.
12. The contractor will furnish vouchers to the Client for all such expenses.
13. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:
- Assist in removing carpet and furniture.

#### **Ownership of Materials and Intellectual Property**

14. All intellectual property and related materials including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
15. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the intellectual Property.

#### **Return of Property**

16. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### **Capacity/Independent Contractor**

17. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

#### **Notice**

18. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Larry Arman  
71 Maryland Ave. E. St Paul, MN
- b. G360construction  
638 Van Buren Ave St Paul, MN

Or to such other address as any Party may from time to time notify the other

#### **Indemnification**

19. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### **Insurance**

20. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

#### **Legal Expenses**

21. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

#### **Modification of Agreement**

22. Any amendment or modification to this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidence in writing signed by each Party or an authorized representative of each party.

**Assignment**

23. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**Entire Agreement**

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting the Agreement except as expressly provided in this Agreement.

**Titles/Headings**

25. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Assignment.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this July 12,2018

Larry Arman 71 Maryland Ave. E

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Gary Edwards/G360construction

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