



# Contract

## MCLEMORE CONSTRUCTION INC.

Lic# BC603644

DATE: OCTOBER 16, 2018

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

**TO: Hooyoo Huno Housing LLC**  
**610 St. Albans St. N**

**JOB: Code Compliance**

LINE ITEMS	LABOR	MATERIALS	LINE TOTAL
	Permits		\$2000.00
1.	Insure Basement Cellar Floor is even		\$300.00
2.	Repair walls, ceiling and floors		\$1,100.00
3.	Prepare ,paint interior and exterior		\$1,700.00
4.	Repair framing where needed		\$800.00
5.	Re -level structure as much as is practical.		\$500.00
6.	Fire block construction as necessary		\$200.00
7.	Install full thickness or code-specific insulation		\$1,200.00
8.	Install Smoke Detectors/Carbon Monoxide		\$100.00
9.	Major clean - up of premises		\$200.00
10.	Water - proof enclosure in shower area		\$400.00

11.	Proper venting of bath exhaust fan		HVAC
12.	Dry out basement		\$100.00
13.	Repair Siding, soffit, fascia, Trim, ect.		\$600.00

14.- 15. 29.	Proper drainage around house Repair drainage and grading on east side of house.		\$400.00
16.-17.	General rehabilitation of garage / dusting parking surface		\$400.00 \$300.00
18.	Ground cove/sediment and erosion		\$250.00
19.	Grade Soil		\$100.00
20.	Sister decayed eastside floor joist in basement ceiling		\$100.00
21.	1hr. fire wall between garage and house		\$600.00
22.	Replace decayed floor and walls in kitchen		\$1,200.00
23.	Repair/Replace any deteriorated window sash, broken glass, sash holders, re-putty etc. as necessary.		

30,31,32, 33, 34.	30)Provide Complete storms and screens, good repair/doors and window opening. 31)provide functional hardware at all doors/windows. 32)Exit doors shall be capable to being open from inside, easily without use of key. Remove all service bolts.33)Repair or replace all damaged doors & frames as necessary. 34)Weather seal exterior doors, threshold and weather striping		\$1,500.00
24.	Garage	Demolish	\$2,500.00
25.	Remove Fence		\$100.00
26.	Install garage doors		Demo
27.	Call for framing & installation inspection before covering		
28.	Repair roof covering		\$400.00
29.	Electric		\$11,500.00
30.	Plumbing		\$9,425.00
31.	HVAC		\$13,650.00
32.			\$
SUBTOTAL			\$51,425.00
10% ADMINISTRATIVE OVERHEAD AND 10% GENERAL CONDITIONS, PROFIT GRAND TOTAL			\$10,285.00
			\$61,710.00

**McLemore Construction Inc. Service Agreement**

This Agreement is entered into this 17\_\_th day of October 2018 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:

---

**1st Draw \$**

**2nd Draw \$**

**3rd Draw \$**

**4th Draw \$**

---

---

---

**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 its 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.)

**Color for scheduled dates**

**All subs are due to pull permits within the week of October 23<sup>rd</sup>**

1. Permit, Dumpster, Extract Trash and Sanitize, Demo where necessary, and prep for all Subs as needed. **This part of the project would take 3 to 5 business days at the start of the project. Oct. 23rd**
2. Mike's Plumbing (Plumbing Sub) will be on the job first. **The rough-in for this project will take about 20 to 30 business days. Projected rough-in will be November 13<sup>th</sup>**
3. L & J Electrical LLC (Sub) will be starting in the beginning stage also. **The rough-in for electrical will be a 20 day Outlook. Electrical team will stabilize all security measures for safety precautions at the beginning of job. Projected rough-in will be November 9<sup>th</sup>**
4. Mike's Plumbing (HVAC Sub) will be on site with the other subs, since that the plumber and HVAC are one company. **This part of the project would be an in and out with the plumber so we're looking at around the same time line seeing that they are 1 company. Projected Rough-in will be November 19<sup>th</sup>**
5. McLemore construction company team will be on site from day one, seeking to work around subs and fulfill much as possible of the code compliance. We will also be securing the property with expectation of the homeowners help. **This will allow us to try and fulfill the deadline at the end of December 2018.**
6. **Demolition of attached garage. Demolition of garage will take place October 23<sup>rd</sup> through the 30<sup>th</sup> of October.**
7. **Framing and Sheetrocking where necessary. This part of the job will take place upon completion of rough-in inspections. Projected time of start of this part of job will be November 19<sup>th</sup> but also at the part of the project where we can get things done. ( Where Possible).**
8. **Painting of all walls and ceilings. This should take place the week of November 26<sup>th</sup>**
9. **Install of cabinets and flooring where needed . Projected time of this part of job will be the week of December 10<sup>th</sup>**
10. Ordering of all materials needed for 1st stage of project, (Kitchen Cabinets, Windows, Doors, Bathroom Tub, Surround Wall, Vanity Set, Toilet.