



## **Savage Construction Residential Contract**

This Contract is between: **Wilson quizhpi**, 636 hall st, Saint paul, Minnesota \_\_\_\_\_, **612-418-8920** (the "Owner"), and **Savage construction LLC**, 2804 west Broad way ave, Minneapolis Minnesota \_\_\_\_\_, **763-334-8694** (the "Contractor"), who is licensed in the state of Minnesota under license number Bc-738973.

**Project Address:** 636 hall st, Saint paul Minnesota \_\_\_\_\_

**Project Description:** Concrete, Demolition, framing , plumbing, hvac, electricity roofing, siding, drywall, flooring, cabinet installation

**Payment.** Payment shall be made to **Savage Construction**. **Wilson Quizhpi** agrees to pay the sum of **\$154,970.00** as follows:

- **Payment Amount 50% to start job \$77,485.00**
- **weekly estimated draw payment of upon each job receipt and pictures \$77,485.00**

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 10 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Savage construction LLC shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Wilson quizhpi fails to pay for the Services when due, Savage construction LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

## **TERMS AND CONDITIONS**

### **1. Licensing**

Contractor warrants that [he or she] currently holds a valid license under the laws and statutes of the State of Minnesota.

### **2. Time for Performance**

Contractor shall commence work under this Contract on or before November 15, 2018. Contractor shall be deemed to have substantially commenced work when Contractor moves equipment onto the jobsite. If Contractor fails to substantially commence work within 30 days from the approximate date of commencement, Owner may delay the succeeding payment due to Contractor for a period of time equal to that of the delay in commencement of work. Allowance in approximate commencement and completion dates shall be made for any delays attributable to circumstances beyond Contractor's control.

### **3. Drawings, Specifications, and Permits**

The project will be constructed according to the drawings and specifications contained in Schedule A, incorporated into this Contract by reference, which have been examined by Owner and which have been or may be signed by the parties to this Contract. Unless otherwise specifically provided in the drawings or specifications, Contractor will obtain and pay for all required building permits and Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, and other utilities including charges for sewer and storm drain reimbursement, revolving funds, hookup, and other similar charges.

Owner will locate and point out the property lines to Contractor, and will engage a licensed land surveyor to provide boundary stakes if Owner is in doubt as to property boundaries. Owner assumes all responsibility for the accuracy of the boundary markers. Owner shall give copies of any restrictions, easements, or rights of way to Contractor before work is commenced.

Unless otherwise specified, work does not include any changes or alterations from the drawings or specifications that may be required by any public body, utility, or inspector. Contractor, at Contractor's option, may alter specifications only so as to comply with requirements of governmental agencies having jurisdiction over same. The cost of any alteration undertaken to comply with any such requirements shall be in addition to the Contract price specified herein.

#### **4. Property Lines**

Unless otherwise specified, Owner will provide all water, sewer, gas, and electric utilities from the point of entry at Owner's property line or, if metering devices are required, to those devices. In compliance with federal and state law, Owner agrees to make drinking water and toilet facilities available to all workers or to compensate Contractor for the cost of rented facilities. Owner agrees to provide the electricity that Contractor requires at the jobsite to complete the work.

#### **5. Access to Work**

Owner shall grant free access to work areas for workers and vehicles and shall provide areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement and parking of trucks during scheduled working hours. Owner shall be responsible for securing all entrances to the jobsite in a manner adequate to prevent persons other than Owner, Contractor, and any authorized workers or material suppliers from gaining access to that site.

Contractor shall be responsible, at the end of every workday, for storing all equipment and materials in the facilities provided by Owner. Contractor shall not be liable for damage to driveways, walks, lawns, shrubs, or other vegetation by movement of trucks, workers, equipment, materials, or debris.

Contractor shall keep Owner advised as to the hours during which work is scheduled to be performed at the jobsite. If Owner denies access to any worker or supplier of materials during scheduled working hours, then Owner will be deemed in breach of this Contract and subject to liability for any damages caused by the breach.

#### **6. Financing**

Owner is responsible for obtaining all financing that is or may be necessary to fund the work specified in this Contract. Owner represents that Owner has sufficient funds or has arranged sufficient financing to comply with this Contract.

## **7. Standard Materials**

The Contractor has been provided with design plans or specifications attached as Schedule A to this Contract. The Contractor should follow all material standards as set forth in Schedule A. Should there be an issue with supply or availability of certain materials, the Contractor must notify the Owner prior to proceeding with the use of a substitute material. The Owner will not be responsible for any materials or labor charges on unapproved materials.

## **8. Nonstandard Materials**

If any materials used under this Contract are to vary from those listed in Paragraph 7, or if the specifications, quality, or color of the materials vary from those listed in that Paragraph, both Contractor and Owner must agree to that variation in a writing titled "Specifications." That writing must be signed by both Contractor and Owner and must be attached to this Contract and incorporated by reference.

## **9. Hazardous Materials**

Unless otherwise specified in this Contract, the removal, disturbance, or transportation of hazardous materials, including asbestos, is not Contractor's responsibility under this Contract. The parties agree that, if Contractor encounters hazardous materials in the course of the Project, Contractor shall stop work immediately and notify Owner who may then retain a qualified Contractor to perform the work. Such work shall be considered Extra Work under Paragraph 13.

## **10. Work Allowance, Conflict, and Abnormal Conditions**

There shall be a reasonable allowance on all dimensions specified in work plans. All sizes are outside approximate sizes. If there is any conflict between sketches, renderings, views, pictures, plans, blueprints, etc., and the terms of this Contract, then this Contract shall be controlling. Contractor is not responsible for any existing illegal conditions. Contractor is not responsible for any unusual or abnormal concrete footings, foundations, retaining walls, or piers required, or any unusual depth requirements, such as, but not limited to, conditions caused by poor soil, lack of compaction, hillside, or other slope conditions. Contractor may, but is not obligated to, correct those conditions. All work necessary to correct abnormal conditions that is required by public bodies shall constitute an extra work item and the cost shall be in addition to the Contract price specified herein.

## **11. Change Orders, Amendments, and Modifications**

Any subsequent amendment, modification, or Contract, which alters this Contract, and which is signed or initialed by Contractor and Owner, shall be deemed a part of this Contract and shall be controlling in case of conflict with any other provision in Contract.

## **12. Preparation, Work, and Material**

Unless agreed on in writing between Contractor and Owner and included in this Contract under "Specifications", this Contract does not include painting and preparation, filling, finishing, grading, retaining walls, new or relocated gutters and downspouts, screen doors, stair railings, or weather stripping. Contractor shall have the option of selecting all floor coverings.

## **13. Extra Work and Changes**

If Owner, Construction Lender, or any public body or inspector directs any modification or addition to the work covered by this Contract, the charge for that extra work shall be determined in advance and the cost shall be added to the Contract price in addition to Contractor's usual fee for overhead and profit. Owner shall make payments for all extra work as that work progresses, concurrently with regularly scheduled payments. Contractor shall do no extra work without the prior written authorization of the Owner. Any authorization for extra work shall show the agreed terms and shall be approved and signed by both parties.

## **14. Plumbing**

Unless specifically authorized by this Contract, Contractor shall not change plumbing, gas, waste, or water lines outside of the foundation of an existing building. Unless otherwise specifically provided for, this Contract does not cover work done on cesspools or septic tanks. The Contract price does not include rerouting, relocation, or replacement of vents, pipes, ducts, or conduits not shown, or pipes that may be encountered in areas of alteration or excavation.

## **15. Electrical Service**

Unless specifically included in this Contract, electrical work shall not involve a change to any existing service panel other than the addition of circuit breakers or fuse blocks to distribute electric current to new outlets. This Contract does not include changes to existing wiring in areas undisturbed by alterations. All existing electrical wiring systems are assumed to be, and Owner represents them to be, adequate to carry the load imposed by existing work. Any work necessary to correct these existing conditions shall be an extra work item subject to Paragraph 13 of this Contract.

## **16. Plaster**

Contractor calls Owner's attention to, and Owner acknowledges, the limitations of patching plaster. While Contractor shall make every effort to match existing textures, colors, and planes, exact duplication is not promised.

## **17. Filled Ground or Rock**

Unless this Contract specifically provides otherwise, excavating does not include work on filled ground, ground of inadequate bearing capacity, or rock or any other material not removable by ordinary hand tools. This work shall be an extra work item subject to Paragraph 13 of this Contract.

## **18. Termite Work**

Contractor is not obligated to perform any work to correct damage caused by termites or dry rot. Any such work shall be an extra work item subject to Paragraph 13 of this Contract.

## **19. Removal of Material and Debris**

Except for items designated by Owner in writing prior to the commencement of construction, Contractor shall dispose of all material removed from structures in the course of alteration. Contractor shall remove all construction debris on termination of work and shall leave the premises in neat, broom-clean condition.

## **20. Extra Time**

Contractor shall start and diligently pursue work through to completion, but shall not be responsible for delays caused by any of the following: failure of the issuance of all necessary building permits within a reasonable length of time; funding of loans; disbursement of funds into funding control or escrow; acts of neglect or omission by Owner or Owner's employees or agents; acts of God; stormy or inclement weather; strikes, lockouts, boycotts, or other labor union activities; extra

work ordered by Owner; acts of public enemy; riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; Owner's failure to make payments when due; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; acts of independent Contractors; holidays; or any other circumstances beyond Contractor's control.

## **21. Damage to Project and Insurance**

Before any work commences under this Contract, Owner shall procure fire insurance with course of construction, vandalism, and malicious mischief endorsements at Owner's own expense. This insurance shall be for a sum at least equal to the Contract price. Loss under the insurance policy shall be payable to the beneficiary under any deed of trust covering the project. The insurance policy shall name Contractor and all Sub-Contractors as additional insured, and shall protect the interests of the Owner, Contractor, Sub-Contractors, and construction lender. If Owner fails to procure the insurance required under his Paragraph, Contractor shall have the option to procure that insurance as agent for, and at the expense of, Owner. If the project is destroyed or damaged by any accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any work done by Contractor in rebuilding or restoring the project shall be paid for by the Owner as an extra work item subject to Paragraph 14 of this Contract. If, however, the estimated cost of replacing the work already accomplished by Contractor exceeds 20 percent of the Contract price, Owner shall have the option to cancel this Contract and, if Owner does so, Owner shall pay Contractor the reasonable cost, including usual overhead and a net profit of 10 percent, of all work performed by Contractor before cancellation.

## **22. Workers Compensation Insurance**

Contractor shall carry workers compensation insurance to protect Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees, persons under Owner's direction, and persons on the jobsite at Owner's invitation. 23. Protection of Owner's Property Owner agrees to remove from the jobsite or to otherwise protect any personal property including, but not limited to, carpets, rugs, drapes, furniture, shrubs, and plantings. Contractor shall not be held responsible for damage to or loss of any items of personal property.

## **24. Guarantee of Materials and Workmanship**

Contractor does not guarantee any materials, equipment, assemblies, or units that Contractor has purchased or will purchase as part of the work covered by this Contract. All of these items are subject to manufacturers or processor's guarantees or warranties.

## **25. Work Stoppage**

Contractor shall have the right to stop work and keep the job idle if payments are not made to Contractor when due. If the work is stopped, for any reason, for a period of 60 days, then Contractor may, at Contractor's option, on five days written notice, demand and receive payment for all work executed and materials ordered or supplied and any other loss sustained, including Contractor's normal overhead plus a profit of 10 percent of the Contract price. Thereafter, Contractor is relieved from any further liability. If work stops for any reason, Owner shall provide for protection of all material on the premises and shall be responsible for any damage, warpage, racking, or loss of that material.

## **26. Completion and Occupancy**

Owner agrees to sign and record a Notice of Completion within five days after the project is completed and ready for occupancy. If Owner fails to record the Notice of Completion, then Contractor shall, as Owner's agent, sign and record a Notice of Completion on Owner's behalf. This agency is irrevocable and is an agency coupled with an interest. Contractor may bar This is a RocketLawyer.com document. Page 6 of 8 occupancy of the project by Owner or anyone else until Contractor has received all payments due under this Contract and until the appropriate Notice of Completion has been recorded. Use and/or occupancy shall constitute completion. If a funding control service is used, then Contractor and Owner agree that the funding control service shall be appointed as Owner's agent to sign and record a Notice of Completion on Owner's behalf.

## **27. Notice**

Any notice required or permitted under this Contract may be given by ordinary or electronic mail at the addresses specified in this Contract. If either party changes his or her address, that party shall provide written notice of the change to the other party. Notice shall be considered received one day after it is deposited in the mail with postage prepaid.

## **28. Integration Clause**

This document and all documents incorporated by reference constitute the parties' entire Contract. No other Contracts, oral or written, regarding the work to be performed under this Contract exist between the parties. This Contract shall be construed in accordance with, and governed by, the laws of the State of Minnesota.



## **29. Corrective or Repair Work**

If minor items of corrective or repair work remain to be accomplished by Contractor after the project is ready for occupancy, Contractor shall perform the work expeditiously and Owner shall not withhold any payment pending completion of that work. If major items of corrective or repair work remain to be accomplished after the building is ready for occupancy, and the aggregate cost of that work exceeds one percent of the gross Contract price, then Owner, pending completion of the work, may withhold payment of a sufficient amount to pay for completion of the work, but shall not withhold any greater amount.

## **30. Arbitration of Disputes**

Any controversy that develops between Contractor and Owner with regard to matters arising out of, or relating to, this Contract, and that the parties do not promptly resolve, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties agree otherwise in writing. This Paragraph shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered on it in any court of competent jurisdiction.

## **31. Attorneys' Fees**

In the event of any arbitration or litigation arising from this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

## **32. Signatories**

This Contract shall be executed by the homeowner, Wilson Quizhpi, and by the contractor, **Savage construction LLC**. The Contract shall be effective as of signing.

OWNER

\_\_\_\_\_  
Wilson quizhpi

\_\_\_\_\_  
Date

**Contractor**

\_\_\_\_\_  
Savage construction LLC

\_\_\_\_\_  
Date

***(This contract acts as a lien. If payment has not been received for work performed within this contract, The contractor will/may use this form to file a lien against the clients property until payment is received)***