10083 BROOKHAVEN DRIVE

# CARRIE & TOM SYLVESTER

Prepared by: SpaceTurtle Construction

# **Services**

1. **Description of Services**

|  |  |
| --- | --- |
| **Client** | Carrie & Tom Sylvester |
| **Job Site** | 10083 Brookhaven Drive, Woodbury, MN 55129 |
| **Job Description** | Install new base trim and base shoe moulding on newly finished floors. Install new jambs and casing on newly framed openings. Spray enamel all new millwork, Spray enamel existing window jambs and casings, spray enamel doors and casing leading to bedrooms and baths. \* The scope of work below will be updated based on decisions made prior to finalizing the contract. |
| **Estimated Project Duration** | 2 weeks |

1. **Detailed Scope**

|  | **In Scope** | **Out of Scope** | **Notes** |
| --- | --- | --- | --- |
| **Windows, Doors, Walls, and Floors** |
| Windows | **[ ]**  | **[x]**  |       |
| Insulation | **[ ]**  | **[x]**  |       |
| Doors | **[x]**  | **[ ]**  | Refinish existing doors in bedrooms and baths in Black enamel |
| Interior Trim | **[x]**  | **[ ]**  | Install new base moulding and base shoe moulding where newly finished floors are installed. Case new openings between kitchen and living area. |
| Shelving | **[ ]**  | **[x]**  |       |
| Masonry | **[ ]**  | **[x]**  |       |
| Framing | **[ ]**  | **[x]**  |       |
| Drywall | **[ ]**  | **[x]**  |       |
| Paint & Wallcoverings | **[x]**  | **[ ]**  | All seams caulked and nail holes filled on newly installed trim. Spray enamel all new millwork and existing windows, doors, and casing on main floor. |
| Floor Coverings | **[ ]**  | **[x]**  |       |
| **Cabinets, Counters, Backsplash** |
| Cabinets | **[ ]**  | **[x]**  |       |
| Backsplash | **[ ]**  | **[x]**  |       |
| Counters | **[ ]**  | **[x]**  |       |
| **Exterior Finish, Garage, Decking, Roofing** |
| Roofing | **[ ]**  | **[x]**  |       |
| Exterior Finish | **[ ]**  | **[x]**  |       |
| Garage | **[ ]**  | **[x]**  |       |
| Decking | **[ ]**  | **[x]**  |       |
| **Plumbing, Gas, Electrical, & Appliances** |
| Plumbing | **[ ]**  | **[x]**  |       |
| Plumbing Fixtures | **[ ]**  | **[x]**  |       |
| Shower/Tub | **[ ]**  | **[x]**  |       |
| Fireplace | **[ ]**  | **[x]**  |       |
| Electrical | **[ ]**  | **[x]**  |       |
| Low-Voltage | **[ ]**  | **[x]**  |       |
| Lighting Fixtures | **[ ]**  | **[x]**  |       |
| Heating/AC | **[ ]**  | **[x]**  |       |
| Appliances | **[ ]**  | **[x]**  |       |
| **Site Management** |
| Land Cost | **[ ]**  | **[x]**  |       |
| Planning, Design, Management | **[x]**  | **[ ]**  |       |
| Demolition and Debris Removal | **[ ]**  | **[x]**  |       |
| Excavation | **[ ]**  | **[x]**  |       |
| Landscaping/Grading | **[ ]**  | **[x]**  |       |
| Foundations/Footings | **[ ]**  | **[x]**  |       |
| Utilities During Construction | **[ ]**  | **[x]**  |       |
| Erosion Control | **[ ]**  | **[x]**  |       |
| Sewer/Well/Septic | **[ ]**  | **[x]**  |       |
| Architect/Engineering | **[ ]**  | **[x]**  |       |
| Fees, Permits, Inspections | **[x]**  | **[ ]**  |       |
| Punchlist | **[x]**  | **[ ]**  |       |
| Construction Cleaning | **[x]**  | **[ ]**  |       |
| Other Delivery/Removal Fees | **[x]**  | **[ ]**  |       |
| **Other** |
| Other 1 | **[x]**  | **[ ]**  | Remove and reset top stair banister during flooring installation. |

*By signing you are agreeing to the scope of work outlined above. No work not specifically indicated in the scope of work is included or implied regardless of any communications verbally or in writing. Any changes to the scope of work must be submitted in writing and agreed to by both parties as change order and may increase project expenses.* Note: Electronic Signatures are accepted through SignRequest

# **CONSTRUCTION CONTRACT ADDENDUM - COST**

Payment shall be made to “**SpaceTurtle Construction, LLC”** Woodbury, Minnesota 55129. The Construction Contract Addendum - Cost states the total amounts and due dates for the project. Change orders to the project scope or additional work orders created after contract signing will be amended with a subsequent Construction Contract Addendum - Cost and provided to the client for signature.

1. **COST SCHEDULE**

|  |  |
| --- | --- |
| Description | Amount |
| Invoice #1122 | $8,637.51 |

1. **Payment Terms**

**Payment Discount Terms:** 2% discount if all costs are paid at contract signing. Payment in the form of a cashier’s check is preferred, personal checks are accepted. Credit card payments are also accepted but will add an additional 3% fee.

**Interest Charges and Late Fees:** If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 6.25 percent per year. The Client shall pay all costs of collection, including without limitation, reasonable attorney fees.

**Failure to Pay**: In addition to any other right or remedy provided by law, if the Client fails to pay for the Services when due, SpaceTurtle Construction, LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

1. **PROJECT SCHEDULE**

SpaceTurtle Construction, LLC shall complete the work to be performed within 30 **days** following the **Supplies Delivery Date.** Upon completion of the project, the Client agrees to sign a Notice of Completion within ten (10) days after the completion of the contract. If the project passes its final inspection and the Client does not provide the Notice, SpaceTurtle Construction, LLC may sign the Notice of Completion on behalf of the Client.

1. **SIGNATURES**

*By signing you are agreeing to the contract costs due outlined above. This Agreement shall be signed by the Client and on behalf of SpaceTurtle Construction, LLC by Cody Kupitz (Contractor's License: MN # BC757421) and shall be effective as of the date of and signing of the Construction Contract. (the “Effective Date”) Note: Electronic Signatures are accepted through SignRequest*

# **CONSTRUCTION CONTRACT**

  This Construction Contract (the "Contract" or "Agreement") is made as of the Effective Date by and between Carrie & Tom Sylvester(the “Client”) of 10083 Brookhaven Drive, Woodbury, MN 55129hereinafter referred to as ("Worksite"). and SpaceTurtle Construction, LLC of 3174 Frontier Drive, Woodbury, Minnesota 55129.

  SpaceTurtle Construction, LLC desires to provide Construction services to the Client and the Client desires to obtain such services from SpaceTurtle Construction.

  THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on the Effective Date**,** SpaceTurtle Construction, LLC will begin providing to the Client the services described in the attached Construction Contract Addendum - Services

  **2. SCOPE OF WORK.** SpaceTurtle Construction, LLC will provide all services, materials and labor for the construction/reconstruction described in the attached Construction Contract Addendum – Services document at the property of the Client located at the Worksite.

  This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction. Any work, even if previously discussed, will not be performed unless specifically identified in the Construction Contract Addendum – Services.

  SpaceTurtle Construction, LLC is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios and aprons, unless they are specifically agreed to in writing. Work not specifically indicated is not included or implied regardless of any communications verbally or in writing. Any changes to the project must be submitted in writing and agreed to by both parties as a change order and may increase project expenses.

  **3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.** The Client will make available to SpaceTurtle Construction, LLC all plans, specifications, drawings, blueprints, and similar construction documents necessary for SpaceTurtle Construction, LLC to provide the Services described herein. Any such materials shall remain the property of the Client. SpaceTurtle Construction, LLC will promptly return all such materials to the Client upon completion of the Services. If SpaceTurtle Construction, LLC develops or purchases plans, they will remain the property of SpaceTurtle Construction, LLC unless purchase arrangements have been made with the client.

  **4. COMPLIANCE WITH LAWS.** SpaceTurtle Construction, LLC shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

  **5. WORK SITE.** The Client warrants that the Client owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, the Client shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of the Client's property will be clearly identified by stakes at all corners of the property. The Client shall maintain these stakes in proper position throughout construction. Client will use due care to protect the work being done from any damage. Failure to use due care resulting in an increase in cost to SpaceTurtle Construction, LLC will result in costs added to the Construction Contract Addendum - Cost equal to the amount of damages incurred.

  **6. MATERIALS AND/OR LABOR PROVIDED.** SpaceTurtle Construction, LLC shall provide to the Client a List of each and every party furnishing materials and/or labor to SpaceTurtle Construction, LLC as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This List of materials and/or labor shall be attached to this Agreement as an Exhibit. SpaceTurtle Construction, LLC declares, under the laws of the State of Minnesota, that this List is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

  SpaceTurtle Construction, LLC may substitute materials only with the express written approval of the Client, provided that the substituted materials are no lesser quality than those previously agreed upon by the Client and SpaceTurtle Construction.

**7.** **PAYMENT.** Payment shall be made to SpaceTurtle Construction, Woodbury, Minnesota 55129. The Construction Contract Addendum – Cost states the total amounts and due dates for the project. Change orders to the project scope or additional work orders created after contract signing will be amended in the Construction Contract Addendum – Cost and provided to the Client for signature. The Client agrees to pay the total sum as follows:

  **Contract Signing Payment: 50% of Construction Contract Addendum - Cost**

  **After notice of completion Payment: Remaining 50% of original Construction Contract Addendums - Cost +/- any and all subsequent Construction Contract Addendums – Costs +/- any and all Client-approved selection cost overruns or underruns.**

  **Payment Discount Terms**   2% discount if all costs are paid at contract signing

  If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 6.25 percent per year. The Client shall pay all costs of collection, including without limitation, reasonable attorney fees.

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

  **8. TERM.** SpaceTurtle Construction, LLC shall commence the work to be performed within 30 days of Contract signing and shall complete the work on or before the dates outlined in the Construction Contract Addendums

  Upon completion of the project, the Client agrees to sign a Notice of Completion within ten (10) days after the completion of the Contract. If the project passes its final inspection and the Client does not provide the Notice, SpaceTurtle Construction, LLC may sign the Notice of Completion on behalf of the Client.

  **9. PERMITS.** SpaceTurtle Construction, LLC shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be reimbursed to SpaceTurtle Construction, LLC by the Client and included in the Construction Contract Addendum - Cost. SpaceTurtle Construction may place promotional material such as yard signs on the property pre construction and post construction. The signage shall be removed no later than two weeks after the Notice of Completion is signed. SpaceTurtle will comply with any development covenants that they are aware of.

**10. INSURANCE.** Before work begins under this Contract, SpaceTurtle Construction, LLC shall furnish certificates of insurance to the Client substantiating that SpaceTurtle Construction, LLC has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Minnesota and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the services of this contract.

  **11. WARRANTY.** SpaceTurtle Construction, LLC 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 SpaceTurtle Construction's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to SpaceTurtle Construction, LLC on similar projects. SpaceTurtle Construction, LLC shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by SpaceTurtle Construction, LLC and the Client.

  **12. FREE ACCESS TO WORKSITE.** The Client 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. SpaceTurtle Construction, LLC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation but damage to existing driveways due to heavy loads, dumpsters, and cement trucks may not be avoidable. SpaceTurtle Construction, LLC also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

  **13. UTILITIES.** The Client shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. The Client shall, at the Client's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. The client is responsible for getting the public utilities marked at the job site. Private utilities like the irrigation, invisible pet fencing, or privately run electric lines between a home and/or a detached garage are to be marked by client and will be responsible for any damages resulting from unmarked or mis-marked private utilities. The Client shall permit SpaceTurtle Construction, LLC to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

  **14. INSPECTION.** The Client shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at the Client's expense.

  **15. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

   a. The failure of the Client to make a required payment when due.

   b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.

   c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.

   d. The failure of the Client to make the building site available, including as outlined in paragraph 13 herein or the failure of SpaceTurtle Construction, LLC to deliver the Services in the time and manner provided for in this Agreement and Addendums.

  **16. REMEDIES.** In addition to any and all other rights a party may have available according to law of the State of Minnesota, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 10 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 10 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

  **17. FORCE MAJEURE.** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

  **18. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

  Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

  **19. ENTIRE AGREEMENT.** This Contract and named Addendums contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

**20. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or alternative fact finder finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**21. AMENDMENT.** This Agreement may be modified or amended in writing if the writing is signed by each party.

  **22. GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by the laws of the State of Minnesota, without regard to any choice of law provisions of Minnesota or any other jurisdiction.

  **23. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

  **24. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

  **25. SIGNATORIES.** This Agreement shall be signed by the Client and on behalf of SpaceTurtle Construction, LLC by Cody Kupitz (Contractor's License: MN # BC757421) and shall be effective as of the date both parties sign and 1st payment has been received. *Note: Electronic Signatures are accepted through SignRequest*

**Client Name (Printed) Client Signature Date**

**Client Address:**

**Contractor:** Space Turtle Construction, LLC**. Contractor License:** MN # BC757421

 WI # DC-072100777

**Contractor Name (Printed) Contractor Signature Date**

# **PHOTOGRAPHY RELEASE**

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the Client, hereby grant SpaceTurtle Construction, LLC, and SpaceCrafting permission to use my property and likeness in a photograph in any and all of its publications, including but not limited to all of SpaceTurtle Construction LLC and SpaceCrafting printed and digital publications. I understand and agree that any photograph using my likeness will become property of SpaceTurtle Construction and SpaceCrafting and will not be returned.

I acknowledge that since my participation is voluntary, I will receive no financial compensation.

I hereby irrevocably authorize SpaceTurtle Construction LLC or SpaceCrafting to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing programs or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge SpaceTurtle Construction LLC, and SpaceCrafting from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I understand & agree this is a legal representation of my signature. *Note: Electronic Signatures are accepted through SignRequest*

**Client Name (Printed) Client Signature Date**

# **NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is the Owner of the property described below.
2. The Owner of the property described below is:

Carrie & Tom Sylvester

1. A work of improvement has been completed upon the following property:

10083 Brookhaven Drive

Woodbury, MN 55129

1. The Contractor for the work of improvement is:

**SpaceTurtle Construction, LLC. Cody Kupitz of 3174 Frontier Drive, Woodbury, Minnesota 55129.**

1. There is no Construction Lender for this work of improvement.
2. The work of improvement at the above property was completed on

**TBD**

 **With the exception of the following items to be completed when materials arrive**

1. **TBD**

This Notice of Completion will be signed within ten (10) days after the completion of the contract. If the project passes its final inspection and the Client does not provide the Notice, SpaceTurtle Construction, LLC may sign the Notice of Completion on behalf of the Client. *Note: Electronic Signatures are accepted through SignRequest*

**Client Name (Printed) Client Signature Date**

**Contractor: SpaceTurtle Construction, LLC, Cody Kupitz, License MN #BC757421**

 **WI #DC-07210077**

**Contractor Name (Printed) Contractor Signature Date**