

# Creative Contractors

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(651)470-3861

## SCOPE OF WORK

Date:

Description of work:

Terms for timely completion: Payment in full at the closing table on provision of a lien waiver, payment in full means, total invoice price minus agreed deductions and back charges.

Price is by bid, which includes materials, labor, delivery, permit and all other costs involved in the completion of the contract, *but not to exceed* \_\_\_\_\_

This contract will not necessarily be let to the lowest bidder.

The installation date may be changed prior to commencement of work with the written agreement of the prime contractor and the subcontractor, without penalty to either party, in the event of delays caused outside the control of the parties to the contract.

Work must be completed within the time stated or a back-charge of one hundred dollars (\$100.00) per day will be assessed to the contract. Completion includes leaving the entire jobsite in "as found condition". As found means that all packaging, excess materials and unneeded supplies will be removed from the site and the floor areas shall be swept. In the event that the site is not left in as found condition the subcontractor will be back-charged at the rate of forty dollars (\$40.00) per hour for cleanup.

The subcontractor must protect all walls, floors, doors and their frames and thresholds, stairs and finished surfaces against damaged during installation and removal of tools and materials. Floors must be covered to prevent the ingress of mud or dirt in the event that a pathway to the house has not yet been provided. In the event of damage the subcontractor will pay for repairs and or cleaning.

It is the responsibility of the successful bidder to provide all materials and labor within the contract price.

The prime contractor must confirm alterations, requested by the subcontractor, to the structural or sheathing elements of the building, in writing, before work proceeds. Cost of alterations shall be the responsibility of the subcontractor unless previously agreed in writing by the prime contractor.

Any penetrations of the building envelope must be closed, on completion of work, in a manner that meets the requirements of the Minnesota Energy Code Chapter 7672 and the International Residential Code 2000.

The subcontractor may only make changes to this Scope Of Work after acceptance of a written request, through a formal Change Order, to the prime contractor. Changes at the request of the buyer to the subcontractor are also subject to a Change Order and no representations are to be made to the buyer, by the subcontractor, without the written consent of the prime contractor.

The subcontractor indemnifies any claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Scope Of Work contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from.

The dated signature at the bottom of this document confirms that the terms of the Scope Of Work are fully understood and agreed to and that I/we, legally representing the subcontractor, agree to perform a contract, to completion, at the price shown below in words and numbers, within the dates stated above.

It is also understood that this document is a bid to perform work and becomes an agreement only upon acceptance shown by the dated signature of an authorized signatory for the prime contractor.

This document is a Scope Of Work only and is not intended to supersede, replace or change the terms or content of any other written or verbal agreement between the prime contractor and the subcontractor.

I/we accept all of the terms and conditions of this scope of work and agree to supply all materials, perform all tasks and obey all site rules within the agreed dates for a bid price of

\_\_\_\_\_ \$ \_\_\_\_\_  
(Spell out the amount)

Signed \_\_\_\_\_ for \_\_\_\_\_ Date \_\_\_\_\_

(Subcontractor)

I, representing \_\_\_\_\_ (*Prime Contractor*), accept the bid, under the terms and conditions, of the Scope of Work, shown above.

Signed \_\_\_\_\_ Date \_\_\_\_\_