

EPIC REMODELERS

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KITCHENS – BATHROOMS – BASEMENTS – ROOM ADDITIONS

General Contract Agreement

1. **Agreement.** This contract is by and between SAMPLE (Hereinafter “Owner”) and Epic Remodelers (Hereinafter “Contractor”) and/or EPIC. Contractor hereby agrees to provide those goods, materials, and services as described in Exhibit “A”, or Scope of Work, to this Agreement under the terms and conditions set forth herein. All work to be performed under this Agreement is for the property commonly known as **303 Monterey Ave. Schaumburg, IL 60193**, Hereinafter the “Property.” The provision of the goods, materials, and services for the Property may be referred to herein as the “Project.”
2. **Contract Price.** The total amount to be paid for the goods, materials, and services to be provided for under this agreement are (**\$25,884.00**), (**Twenty Five Thousand Eight Hundred Eighty Four and 00/100**).
Payment shall be made pursuant to the following schedule:

(i)	Initial Payment made upon completion of Demo	\$ 8,000.00
(ii)	Interim Payment upon Drywall Completion	\$ 6,000.00
(iii)	Interim payment to be paid upon completion of Kitchen Cabinets.	\$ 9,296.00
(iv)	Final payment upon completion of project	\$ 2,588.00
3. **Written Contracts Required.** The Owner hereby acknowledges that all work performed by Contractor for the Owner must be pursuant to a written agreement. This includes both any changes or extras with respect to the work to be performed under this Agreement, and any work whatsoever that the contractor may do for Owner. In the event that it becomes desirable for the Project to be modified, expanded, or changed in any manner that would increase the cost, the modifications, expansion, changes, or extras shall be described in a written contract which shall state the additional cost and an estimate of the additional time necessary to complete it. (Hereinafter “Change Order”). Upon being signed by both Contractor and the Owner, the modification, expansion, change, or extra shall become part of the Project, the cost shall be added to the price, and all other terms of this Agreement shall apply. In the event that Contractor performs any modification, expansion or the Project, change, or extra without first obtaining a written signed Change Order as described above, Contractor acts as a volunteer and hereby agrees that Contractor shall be entitled to any additional compensation under the Agreement, unless a verbal agreement was agreed upon.
4. **Compliance with Building Codes and Government Regulations.** It is contractor’s sole responsibility to ensure that all improvements, modifications, and changes to the Property conform to all building codes and government regulations and to obtain any building permits, licenses, authorizations, or approvals covering the Project under this Agreement as may be required by any government unit or agency.
5. **Quality of Work.**
 - (A) Contractor represents and warrants that all goods, materials, and services provided or done under this Agreement and all resulting improvements and modifications to the Property will meet the requirements of all applicable building codes and government regulations.
 - (B) Contractor represents and warrants that it has all licenses required to perform the Project under this Agreement.
 - (C) Contractor represents and warrants that all required building permits, authorizations, and approvals have been obtained or will be obtained prior to the

project being started.

(D) Contractor represents and warrants that all goods and materials provided under this Agreement will be of first quality and proper for the purpose to which they are put, and be free from material or significant defects.

(E) Contractor represents and warrants that it will perform all services to be provided under this contract in a workmanlike manner and that all work performed shall be free from material or significant defects.

6. **Sub-Contractors.** Contractor shall give written notice to Owner of each sub-contractor it hires prior to the sub-contractor doing any work on the Project providing the sub-contractor's name, address, telephone number, and the name and telephone number of a contact person.

The Contractor shall also submit a "Waiver of Lien" filled out completely and shall also include a statement of what goods or materials the sub-contractor is to provide and what work the sub-contractor is to perform. The Contractor shall submit the "Waiver of Lien" with all payout requests. Contractor acknowledges that Owner needs this information so that it can protect itself from Mechanics Liens. Failure to provide this information in a timely manner shall be a default under this Agreement.

Contractor shall also disclose each material supplier in the same manner as sub-contractors as provided above and shall be subject to the same administrative fee if they fail to do so.

7. **Insurance.** Contractor shall carry general liability insurance in the amount of not less than \$1,000,000.00 per occurrence, motor vehicle liability insurance in the amount of not less than \$300,000.00 per occurrence and workers compensation insurance for each of its employees as required by the law.

Contractor to provide Certificate of Insurance. Contractor shall provide certificates of insurance evidencing this coverage to Owner before beginning any work. Contractor shall not treat any individual who performs work for Contractor as an independent contractor unless all of the following requirements are met: such person has an independent business, the person is contracted with in writing to perform a limited part of the Project for which he has a particular expertise, and contractor does not provide any tools or direct the individual in performing the work on the limited part of the Project. If the Contractor hires an individual described in this paragraph as an independent contractor, he shall require proof of insurance as provided in this paragraph. Contractor shall disclose all independent contractors as described in the paragraph as sub-contractors under Paragraph 6.

8. **Securing Work Site.** At the end of each workday Contractor shall take reasonable steps to secure the work site and protect against theft, vandalism, injuries to third parties, and weather damage.
9. **Assignment and Modification** Contractor may not assign this Agreement without the express written consent of the Owner. This Agreement is the entire agreement between the parties superseding all other agreements or understandings and may not be changed, modified, or amended except by a subsequent written agreement signed by all parties. This Agreement shall not be binding on Contractor until signed by one of its officers. No agent, employee, or representative of Contractor except one of Contractor's officers or such person as Contractor's directors designates in writing shall have any authority to modify the terms of this Agreement. Any representation made by any other person shall not be enforceable against Contractor.
10. **Binding Effect and Waivers.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. No failure to insist upon performance of any provision of this Agreement shall constitute a waiver of any subsequent breach of this Agreement. No delay in enforcing any breach of this Agreement shall act as waive of the breach.
11. **Owner's Representations.** Owner represents and warrants that it holds title to the

Property upon which work is to be performed or is otherwise fully authorized to enter into this Agreement by the title holder.

12. **Choice of Law and Venue.** This Agreement shall be construed under the laws of the State of Illinois. In the event that a provision of the Agreement is found to be unenforceable under applicable law the remaining provisions shall remain in full force and effect as if the offending provision was not part of this Agreement. In the event of a dispute between the parties, the Parties agree that any action regarding this Agreement shall be brought in the United States District Court for the Northern District of Illinois, Eastern Division provided such court has subject matter jurisdiction and if not in the Circuit Court of Cook County, Illinois. The parties agree that these courts shall have exclusive jurisdiction except in the case of actions to enforce mechanic's lien which shall be brought in the County where the Property is located.
13. **Waiver of Trial by Jury.** *The Parties hereby waive all right to trial by jury of any action brought with respect to this Agreement.*
14. **Default.** If Contractor fails to perform any obligation under this Agreement, Owner shall have the following remedies in addition to all other remedies to which Owner may be entitled to at law, in equity or otherwise; all of which shall be accumulative, and may be pursued simultaneously or in any sequence.
 - a. **Costs and Attorney Fees.** In the event Owner defaults payment under this Agreement, Contractor shall be entitled to recover from Owner all costs incurred by Contractor to enforce this Agreement whether or not litigation is filed, including reasonable attorney fees.
 - b. In the event of any other litigation between the parties in any way related to the Project or this Agreement, Contractor shall be entitled to recover all costs of litigation including reasonable attorney fees provided Contractor substantially prevails in the litigation.
15. **Commencement of project.** Contractor shall begin work on or before 9-29-14 and shall complete the project by 11-3-14.
16. **Headings.** The headings of each paragraph or sub-paragraph are provided for convenience only and do not either limit or expand the content of the paragraph.

WHEREFORE THE PARTIES NOW SIGN THEIR NAMES WITH ANYONE SIGNING IN A REPRESENTATIVE CAPACITY REPRESENTING AND WARRANTING THAT THEY ARE DULY AUTHORIZED TO DO SO.

Owner:

Name

By:

Signature

(Name & Title)

Epic Remodelers:

By: _____

(Name & Title)

We the undersigned hereby jointly and severally guarantee the prompt performance of all of Owner's obligations under this Agreement and the prompt payment of amounts which Owner is or becomes liable to Contractor under this Agreement or because of a breach of this Agreement and in addition agree to pay all costs incurred by Contractor to enforce this guarantee including reasonable attorney's fees.

Owner

Epic Remodelers.

Print Name

Signature

Date

Signature

Date

Exhibit “A” Scope of Work **SCOPE OF WORK**

General Requirements:

1. Submit all necessary scopes, drawings and contractor’s information to village for permits immediately. Notify owner when permits are processed and ready for pick up. (Owner will pay for permits if Permits are needed. It is our recommendation to NOT get permits as we discussed)
2. Owner will supply all dumpsters.
3. Submit to owner a detailed construction timeline schedule from start date (within 24 hours upon permit payment from owner) to the completion date. Please give a week by week detailed outline.
4. Schedule and attend all inspections. Give inspection reports to owner. (If permitted)
5. Notify owner of ANY additions or credits i.e. Change Orders prior to commencing work. Our work area shall be thoroughly cleaned.
6. Install new ½” drywall taped, coated, sanded and thoroughly touched up and ready for paint. Further, the drywall/taping contractor will clean up and remove ALL drywall scraps and scrape all floors, sweep and re-sweep with sweep compound and remove all sanding debris.
7. Kitchen to have a light over sink supplied by contractor.
8. Any installation of new plumbing shall meet code.
9. Any installation of new electric shall meet code.
10. All kitchen appliances to be installed by contractor including dishwasher, microwave/exhaust fan, gas range and refrigerator. Owner to supply.
11. Existing exterior doors and sliding glass door to remain.
12. Any existing mold, asbestos and radon gas remediation shall be assessed and is not included in any pricing.
13. Any unforeseen or hidden problems or damages shall be assessed and are not in any pricing.

House Exterior:

1. Rod out exterior window well drain pipes.
2. Remove and replace concrete apron along garage overhead door
3. Install (2) new frost proof hose bibs For a base price of \$2,963.00

Laundry Room:

1. Install new gas line for dryer.
2. Install new dryer vent to insure proper exhaust through sidewall
3. (Dryer supplied by owner).
4. Remove existing copper gas line and cap off main gas line For a base price of \$500.00

Kitchen:

1. Replace existing counter outlets with new GFCI countertop outlets per code.
2. Demo kitchen soffits and patch drywall.
3. Install new cabinets as per kitchen design drawing (In stock cabinets only, custom upgrade style will be 4-6 weeks and additional cost)
4. Move refrigerator from Glendale Hts. to Schaumburg.
5. Install new dishwasher using existing power (Supplied by owner).
6. Install new 30” stainless oven using existing gas line and power (Supplied by owner).
7. Install new 36” refrigerator supplied by owner.
8. Supply & install new laminate flooring (Allowance of \$1.75 psf).
9. Install new lighting fixture Supplied by owner
10. Install 1 outlet in Island cabinet **Price is with Island lay out** For a base price of \$17,921.00

Dining Area:

1. Install new laminate flooring (Allowance of \$1.75 psf). For a base price of \$ 2,300.00

Total Work Performed Estimate \$25,884.00

This Scope of Work is and shall be a detailed outline of work to be performed by Epic and/or its subcontractors. We will comply with all local, county, state and federal codes. Our Subcontractors are licensed, bonded and insured and are registered with the Village of Schaumburg. We will also be prompt and professional in all phases of the construction. All permits will be posted and all scheduled inspections will be met with our corresponding subcontractors and a representative of SHIGI. This Scope of Work also is in accordance with the blueprint drawing of this property.

This Scope of Work is and shall be a legal and binding part of the contract. All items in the Scope of Work will be performed on the job unless it is an Exclusion by line item. This Scope of Work Shall be identified as **Exhibit A** in this contract.

I accept this Scope of Work to be a legal and binding attachment, otherwise known as **Exhibit A**, to the final contract for the aforementioned project:

Owner

Epic Remodelers

Date

Date