

BUILDING RESTORATION CORPORATION

1920 OAKCREST AVENUE SUITE 1, ROSEVILLE, MN 55113

PHONE: 612-789-2800 FAX: 612-789-2875

PROPOSAL

August 7th, 2023

Submitted to: Jeremy Tammi
Superintendent
South Koochiching School District
Box 465 Hwy 1
Northome, MN 56661

Phone: 218-897-5275

Project: Two investigation Openings
Northome School Building
11731 HWY. 1
Northome, MN 56661

Building Restoration Corporation does hereby propose to furnish all of the necessary materials and to provide skilled labor to perform the enclosed listing of restoration services. Pricing is based on the ability to begin and complete the restoration in one operation. The prices listed include costs for all labor, materials, equipment, swing-stage rigging, aerial boom use, clean up of debris, and sales tax on materials.

Building Restoration Corporation offers the above listed restoration services as they relate to the enclosed drawings and specifications for your consideration. All work is to be performed in a substantial workmanlike manner. All tools, equipment and procedures shall follow the generally accepted restoration guidelines. All restoration work is to be performed by professional experienced tradesmen.

Building Restoration Corporation carries worker's compensation, automotive and public liability insurance in the amount of one million dollars. Building Restoration Corporation also carries a commercial umbrella policy in the amount of five million dollars. We will gladly supply you with a certificate of said insurance naming you or your project as a certificate holder upon request.

This proposal is for work performed on the exterior facades only and does not include any work inside the building or below exterior grade. Prices include only those work items described and unless specifically listed, prices do not include any carpentry, window repair or replacement, concrete or asphalt repairs, painting, laboratory analysis of existing mortar, investigative work, landscaping, roofing repairs or any other work that is not individually listed on the repair costs price page.

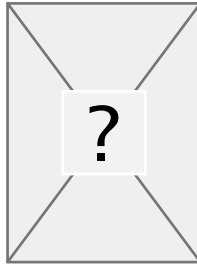
The Building Owner is to provide their water, electricity, free and unobstructed access to building elevations, and an area to park our job site trailer and operate cement mixer. Building Owner/Buyer is to indemnify, defend and hold harmless Building Restoration Corporation against any loss or claim by the building tenants that the construction operations or scaffolding generated noise or dust which interferes with their business operations, or reduces their visibility, sales, profits, sleep or other claims.

We reserve the right to withdraw this proposal if it is not accepted within thirty days. Our payment terms are net 30 days on all monthly progress invoices if the length of the job exceeds one month. Full payment of all balances will be due upon your receipt of our final completion invoice. Interest in the amount of 1 1/2% per month will be due and payable on all past due balance amounts.

The Scope of Work shall be solely restricted to the work described above and in the agreement between the parties, no evaluation or determination regarding the need for repair or structural integrity has been made by Building Restoration Corporation, nor has it provided engineering services. The Scope of Work and evaluation is restricted to the description above.

Construction Agreement

**Building
Restoration
Corporation**



1920 Oakcrest Avenue Suite 1
Roseville, MN 55113
Phone: 612-789-2800
Fax: 612-789-2875

Submitted to Buyer:

Jeremy Tammi
Superintendent
South Koochiching School District
Box 465 Hwy 1
Northome, MN 56661

Construction Agreement Date:

Work site location:

Two investigation Openings
Northome School Building
11731 HWY. 1
Northome, MN 56661

The parties agree that the work scope shall be the following items selected from BRC's proposal dated: 8/7/2023

Scope of Work Description:	QTY	Units	Unit Cost	Total
Mobilization, job set up & insurance expense	1	Lump sum	\$ 307	\$ 307
Travel Expenses	1	Lump sum	205	205
Removal of brick from two investigation openings as directed by the architect	1	Lump sum	442	442
Salvage, clean and prepare brick for reuse	1	Lump sum	109	109
Once architect is done documenting the conditions, relay the brick into the openings with any color mortar	1	Lump sum	629	629
Dumpsters or hauling of debris	1	Lump sum	63	63
Final clean up	1	Lump sum	52	52
Total Cost:				1,807
Exclusions: lift or scaffolding access, mortar match, washing of work, or any other work not detailed above.				

Building Restoration Corporation ("BRC") proposes to furnish and install the itemized restoration services described above, or in BRC's proposal in whole or in part, if mutually agreeable. Contact us immediately if you prefer to delete any individual work items contained in our proposal. The work scope described above is to be performed for the contract price of:

One thousand eight hundred and seven dollars and zero cents **Dollars \$1,807.00**

Respectfully submitted, Building Restoration Corporation

BUYER'S AGREEMENT

The above work scope, costs and unit prices, contract Terms and Conditions contained herein and on the second page of this agreement, are hereby accepted. BRC is hereby authorized to perform the work as proposed. Payments will be made promptly.

Company

Date

Authorized Signature

Title

Accepted by BRC

Date

TERMS & CONDITIONS

1. **ACCEPTANCE** – This agreement is subject to acceptance by the Buyer within 30 days from Construction Agreement Date printed on the face of this agreement and is void thereafter at the sole option of BRC. Buyer is to sign this agreement and deliver it to BRC. A fully signed agreement will be returned to the Buyer. Any modifications to this agreement must be initialed and dated by both parties to be binding. Electronic or email confirmation of agreements must include both pages 1 & 2 of this agreement.
2. **INSURANCE** – BRC carries insurance in the following amounts:
 - a. Workers Compensation Statutory Coverage 100/500/100K
 - b. Comprehensive General Liability & Broad form Coverage:

(1) Bodily Injury	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
(2) Property Damage	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
 - c. Comprehensive Automobile Liability:
Combined Single Limit \$1,000,000/Aggregate \$2,000,000
 - d. Commercial Umbrella Liability
Total Aggregate Limit \$9,000,000
3. **WARRANTY** – BRC warrants its completed work only in accordance with BRC's separate Guarantee Certificate.
4. **MATERIALS FURNISHED BY THE BUYER** – BRC shall not be responsible for ordering, unloading, storage or guarantee of the durability of any materials that are owned, purchased or furnished by the Buyer. Buyer understands that BRC is not responsible to guarantee performance of any existing building materials owned by Buyer and not replaced with new.
5. **BUYER'S RESPONSIBILITIES** – It will be the responsibility of the Buyer to clear out or remove all vehicles, stored materials, etc., to permit BRC complete and free access for its equipment, aerial lifts, scaffolding and swing stages to access the building surfaces so that all of the project area upon which BRC is to perform its work is to be ready and available. This may include permission and access from neighboring properties for their rooftops which Buyer warrants shall be provided. Buyer shall furnish at its expense such legal descriptions or survey services, if necessary, to obtain required government approvals and permits as needed for the project. The Buyer shall designate a person who shall be fully acquainted with the scope of the work, has authority to render decisions promptly, and furnish information expeditiously and approve changes in the scope of the work, etc.
6. **SCHEDULE** – The Buyer and BRC shall develop a schedule and the Buyer shall be responsible for making prompt selections and decisions to maintain the approved schedule. Once approved by BRC, the schedule shall not be shortened without BRC's consent. If project is behind schedule due to Buyer's or Architect's action or inaction, or due to Buyer's failure to make timely payments under this agreement, or due to governmental agency having delayed approval of permits, material samples, color schedules or shop drawings, or due to strikes, lockouts, acts of God, said lost time shall be added to BRC's scheduled date of completion without penalty. Buyer shall be liable for all costs incurred by BRC as a result of such delays and shall promptly reimburse BRC for all costs incurred including incidental and consequential damages. Time extensions shall also be granted by Buyer for the performance of extra or Change Order work as requested by BRC.
7. **PAYMENT TERMS** – BRC shall provide Buyer with monthly progress invoices. Buyer shall deliver to BRC's office by the 15th of the following month net cash payment for 100% of the invoiced amount without retainage. Any balances due that remain unpaid shall accrue interest at the rate of 1% per month, which shall be promptly paid by Buyer to BRC's office. BRC shall not be required to pick up checks from Buyer. These payment terms may be modified by supplemental terms if they are printed on page 1 of this agreement. BRC shall have the right, but not the obligation, to stop work or keep the worksite idle in the event payment is not made to BRC as required.
8. **FINAL PAYMENT** shall be delivered to BRC's office within 15 days of the date of BRC's final invoice. Final payment by Buyer waives all of Buyer's claims against BRC except warranty claims.
9. **ATTORNEY'S FEES AND VENUE** – In the event of default of this agreement, Buyer agrees to pay all costs and expenses of collection and enforcement of the terms of this agreement incurred by BRC, including court costs and all reasonable attorney's fees. Any disputes between the parties shall be venued exclusively in the State or federal courts of Minnesota.
10. **OVERTIME** – The contract price (Page 1 or the itemized costs) were determined on the basis of crews working at straight time during a normal 40 hour work week. No forced overtime will be worked unless BRC is ordered to do so by the Buyer in writing which shall also provide for the payment by Buyer of the additional costs for workers overtime premium pay, plus applicable insurance, payroll taxes, reasonable overhead and profit.

11. **CHANGE ORDERS** – If BRC is required to alter or add to the scope of work herein described, BRC shall receive sufficient notice to establish and execute in writing an agreed upon price prior to proceeding with such extra work. BRC shall not be obligated to perform extra work without a signed change order. BRC shall be provided a copy of all modifications that impact BRC's work. For delays in the work that are not caused by BRC there shall be an equitable adjustment in the contract price to allow for BRC's increased costs. If changes in the work are required to comply with local, state or federal laws, rules or regulations, the contract price shall be adjusted to allow for BRC's increased cost of providing such changes. Such changes shall include, by way of illustration and not limitation, compliance with EPA or MPCA regulations, city building inspection requirements or other governmental agencies having jurisdiction over the work, or temporary safety movement of high power lines.

12. **QUANTITY OF WORK ADJUSTMENTS** – Where this agreement specifies an estimated quantity of specific work items, the contract price shall be equitably adjusted by BRC up or down for deviations from the estimated quantity. In the event that additional work is needed beyond the quantity estimated by BRC's proposal, it shall generally be the Buyer's decision as to whether or not to proceed with additional quantity of work due to the additional costs involved. Where BRC has provided a unit price and an estimated quantity, the listed unit prices shall govern the calculation of the increased cost of the additional work. In the event that a lesser quantity of work is performed, BRC shall calculate the credit issued to Buyer in its sole discretion which may be at less than unit prices shown due to: unreturnable materials, restocking fees, rescheduling costs, and other related expenses.

13. **CONFIDENTIAL INFORMATION** – BRC's proposal and Construction Agreement contain confidential information which cannot be disclosed to BRC's competitors. BRC shall retain all ownership and propriety rights in its proposals and the information contained therein. Without the prior written consent of BRC, the Buyer shall not use BRC's proposal for any purpose other than performance of this work by BRC and shall not reproduce or disclose any information pertaining to BRC or BRC's affairs such as but not limited to its unit prices, bid pricing details, technical, specification or proprietary information, to any person outside of its employ or at any public gathering. In the event of Buyer's non-acceptance of BRC's proposal or termination of this agreement, Buyer shall return to BRC, upon BRC's request, all BRC information including its proposals.

14. **ASSIGNMENT AND SUCCESSORS** – This agreement shall not be assignable by Buyer to others without BRC's specific written consent. All rights and obligations of Buyer, under this agreement, shall inure to the benefit of, and be binding upon, Buyer and Buyer's representatives, heirs, successors, and administrators.

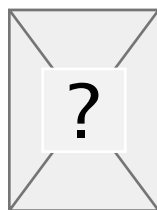
15. **SUBCONTRACTING** – BRC reserves the right to assign or subcontract any part of this agreement.

16. **INDEMNITY** – Buyer shall indemnify, defend and hold harmless BRC, and its subcontractors against any loss or claim by the building tenants or occupants that the work being performed hereunder, the scaffolding and/or equipment, generate noise, dust or fumes, which interfere with their business operations or reduces their visibility, sales, profits, sleep or otherwise has adverse effects on them.

17. **MISCELLANEOUS** – BRC may have made oral statements or shown photographs with comments about the building or recommended work in BRC's proposal. Such statements do not constitute warranties, shall not be relied on by the Buyer, and are not part of this agreement. The entire agreement is embodied in this writing, which constitutes the final expression of the parties' intent, and it is a complete and exclusive statement of the terms thereof. This agreement supersedes and nullifies all prior oral and written representations. This agreement may be modified only by subsequent writing signed by both parties. Waiver by BRC of any provision hereof shall not constitute a waiver of other provisions, related or unrelated or waiver of Buyer's future compliance of such provision therewith and such provision shall remain in full force and effect.

18. **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.”



Building Restoration Corporation

is a proud member of



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www.abc.org



Greater St. Paul BOMA
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St. Paul, MN 55101
651-291-8888
www.bomasaintpaul.org



Minnesota Builders Exchange
1123 Glenwood Avenue
Minneapolis, MN 55404
612-377-9600
www.mbex.org



Greater Minneapolis BOMA
50 South Sixth Street, Ste.
1301
Minneapolis, MN 55402
612-340-9744
www.bomampls.org



Community Associations Institute
6402 Arlington Blvd., Ste. 500
Falls Church, VA 22042
703-970-9220
www.caionline.org



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1711 West County Road B
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Roseville, MN 55113
www.mcmca.com



Institute of Real Estate Management
4248 Park Glen Rd.
Minneapolis, MN 55416
952-928-4664
www.irem.org



National Federation of Independent Business
380 Jackson Street #780
St. Paul, MN 55101
800-634-2669
www.nfib.com



National Trust for Historic Preservation
2600 Virginia Avenue NW Ste.
1100
Washington, DC 20037
202-588-6000
www.savingplaces.org



International Concrete Repair Institute
1000 Westgate Drive, Ste. 252
St. Paul, MN 55114
651-366-6095
www.icri.org



Hennepin History Museum
2303 Third Avenue South
Minneapolis, MN 55404
612-870-1329
www.hennepinhistory.org



Preservation Alliance of Minnesota
416 Landmark Center
St. Paul, MN 55102
651-293-9047
www.mnpreservation.org



Ramsey County Historical Society
323 Landmark Center
St. Paul, MN 55102
651-222-0701
www.rchs.com



Minnesota Historical Society
345 Kellogg Boulevard West
Saint Paul, MN 55102
651-296-6126
www.mnhs.org