



## BUILDING RESTORATION CORPORATION

1920 OAKCREST AVENUE SUITE 1, ROSEVILLE, MN 55113

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

4/21/22

### **Mark Younhans**

Building Owner

MeKong BBQ & Other Commercial Spaces

1199 Earl Street

St. Paul, MN 55106

Cell: 651-497-9001

[younhans86@ymail.com](mailto:younhans86@ymail.com)

### **RE: Exterior Masonry Repairs @ MeKong BBQ**

Dear Mark,

Thank you for reaching out to BRC regarding your buildings exterior masonry needs. I visited the site yesterday and took some high resolution photos identifying the worst areas of the building. I think the masonry is suffering from the lack of maintenance. Brick and mortar are naturally porous construction materials that will absorb water over time. The absorbed water then goes through freeze/thaw cycles during winter months. The freezing absorbed moisture causes the brick and mortar to blow out, debond, crack and ultimately fail.

This proposal is to make repairs to the damaged areas of the building. There is one entrance area that will require complete dismantling, a new steel lintel and new laid masonry units.

Thank you and if you have any questions, please call me. I can be reached at the office at 612-789-2800, at my direct office number at 612-638-1823, or by cell phone at 612-656-9786. I can also be reached by e-mail at [erlend@buildingrestoration.com](mailto:erlend@buildingrestoration.com)

Sincerely,

BUILDING RESTORATION CORPORATION

Erlend Larsen, Project Manager



These two elevations were reviewed for masonry restoration needs.

Even from a far distance you can see the deterioration.



Tuckpointing and brick repairs needed around the entire building.



Typical joints needing tuckpointing.

Access to these work areas will be via full height scaffolding.



We will remove the awnings to accommodate the scaffolding and work scope.



We suspect someone has caulked shut these large cracks.

These should be tuckpointed.

Spot tuckpointing will include all these minor joints where debonding has occurred.

Even this slight gap can cause significant damage down the road.



Sealant replacement at window and door perimeters is included with this proposal.



Scaffolding will have entrance points with custom signage to direct patrons into the existing commercial spaces.

We can recreate this Wongs Kitchen sign down to the exact font of the writing.

Tuckpointing needed.

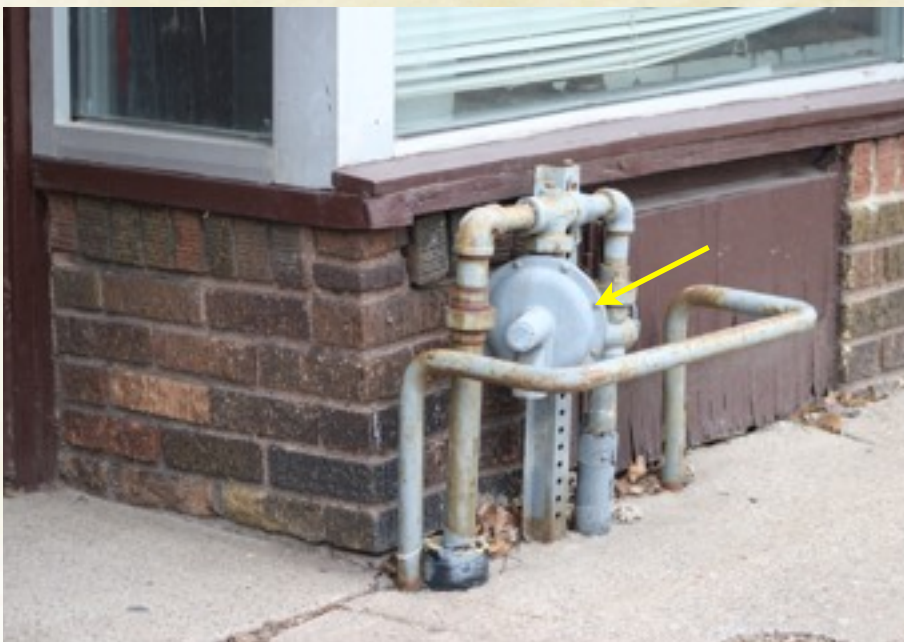


Typical work areas.



This area needs complete rebuilding. Steel support included as needed.

Open joints will be addressed.



We will do our best to work around utilities.

## Mekong BBQ

1199 Earl Street, St. Paul, MN 55106

### **2022 Masonry Restoration**

<b>Scope of Work Description:</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total</b>
Mobilization, job set up & insurance expense	1	Lump sum	\$ 2,890	\$ 2,890
Street and sidewalk permits	1	Lump sum	425	425
Dumpster or hauling of debris	1	Lump sum	715	715
Full height scaffolding with sidewalk overhead protection, netting and temporary building signage so customers can access the building	1	Lump sum	22,500	22,500
Spot tuckpointing deteriorated mortar joints	1,600	Sq ft	21	33,600
Individual damaged, cracked or missing brick replacement	345	Bricks	32	11,040
Brick rebuilding area by 1199 entrance	1	Lump sum	6,415	6,415
Sealant replacement at window and door perimeters	1	Lump sum	6,544	6,544
Add sealant to base of building to sidewalk joint	1	Lump sum	2,115	2,115
Scaffolding tear down and haul away	1	Lump sum	4,125	4,125
Final clean-up and demobilization	1	Lump sum	855	855
			<b>Total Cost:</b>	<b>\$ 91,224</b>
<b>Exclusions:</b> Interior work of any kind. Parapet or roofing repairs.				

**\*CONSTRUCTION AGREEMENT\***

**BUILDING RESTORATION CORPORATION**  
1920 OAKCREST AVE SUITE #1  
ROSEVILLE, MN 55113  
612-789-2800



**Submitted to:**

Mark Younhans  
Building Owner  
MeKong BBQ  
1199 Earl Street  
St. Paul, MN 55106  
Cell: 651-497-9001  
[younhans86@ymail.com](mailto:younhans86@ymail.com)

**Work site location:**

MeKong BBQ  
1199 Earl Street  
St. Paul, MN 55106

**Date:** 4/21/22

See "**Page#7**" for specific work scope with associated pricing

Building Restoration Corporation (BRC) proposes to furnish the itemized restoration services as described above, in whole or in part, if mutually agreeable. Contact us if you prefer to delete any individual work items listed above. The work scope described above is to be performed for the sum of:

**Ninety one thousand two hundred twenty four dollars**

**\$91,224.00**

Additional work or requested alterations or deviation from this work scope involving extra costs can be performed upon written orders and will become an additional cost above the cost shown on this agreement. This agreement may be withdrawn by us if not accepted by Buyer within 30 days of the date hereof.

**PAYMENT TERMS:** BRC to send work progress invoices for each month. Payments are due on the 15<sup>th</sup> of the following month. 1½% per month interest is due on all past due balances. Final payment is due 15 days after job completion.

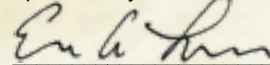
Respectfully submitted, Building Restoration Corporation

**BUYER'S AGREEMENT**

The above prices, work scope, contract terms and conditions contained herein and on the second page of this agreement, **including Paragraph 21**, are hereby accepted. BRC is hereby authorized to perform the work as proposed. Payments will be made promptly.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Accepted by BRC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# Construction Agreement

## Terms & Conditions

**1. ACCEPTANCE** – This agreement is subject to acceptance by the Buyer within 30 days from the date printed on the face of this agreement and is void thereafter at the sole option of Building Restoration Corporation (BRC), unless an extended period is printed on the face of this agreement. Buyer is to sign this agreement and deliver it to BRC's office. A fully signed agreement will be returned to the Buyer. Any modifications to this agreement shall be initialed and dated by both parties to be binding.

**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**

**d. Commercial/Umbrella Liability \$ 9,000,000 Total Aggregate Limit**

BRC self insures against "Builders Risk" but Buyer may also order such coverage to be bound at Buyers expense. The Buyer shall pay the cost of any additional premium caused by Buyer asking for greater limits, terms or coverages than those listed above, if available.

**3. GUARANTEE** – BRC warrants its completed work against defective materials and workmanship, exclusive of fire, tornado, acts of God, vandalism, explosion, and normal weathering, wear and tear, for the period of one (1) year from the date of substantial completion of BRC's work. BRC's liability under this warranty shall be, at BRC's option: a) Repair of the defective materials or workmanship; or b) Refund of the portion of the contract price paid by Buyer which was attributed to the defective work by BRC.

Buyer agrees BRC shall not be liable for any other losses or damages, including but not limited to incidental or consequential damages, lost profits, lost sales, injury to person or property, miscellaneous costs or expenses. This Guarantee shall be unenforceable unless BRC is notified in writing within sixty (60) days after the defect is noticed or should have been noticed and BRC is permitted to inspect any areas identified as defective by Buyer. BRC makes no other warranty, express or implied, and all warranties of merchantability and fitness for particular purpose are hereby disclaimed. The full terms and conditions of BRC's Guarantee shall be those provided on BRC's Guarantee Certificate and shall supersede any terms contained herein.

**4. MATERIALS FURNISHED BY THE BUYER** – BRC shall not be responsible for ordering, receiving, unloading, storage or guarantee of any materials that are owned, purchased or furnished by Buyer. Buyer understands that BRC offers no guarantee of existing materials owned by Buyer and not replaced by BRC.

**5. SURETY BOND** – BRC does not include a surety bond, performance or materials payment bond under this agreement. In the event a surety bond is offered by BRC, or required by Buyer the itemized cost to Buyer must be shown on the first page hereof.

**6. 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, free and unrestricted access for its equipment and scaffolding to the building surfaces so that all of the project area upon which BRC is to perform is to be ready and available. This may include access from neighboring properties or rooftops which Buyer warrants shall be provided. The Buyer shall designate a person who shall be fully acquainted with the scope of the work, and has authority to, render decisions promptly, and furnish information expeditiously and approve changes in the scope of the work. The Buyer shall provide adequate assurance and evidence of funding to cover the entire cost of this agreement satisfactory to BRC upon its request.

**7. SCHEDULE** – The Buyer and BRC shall develop a schedule and the Buyer shall be responsible for prompt decisions to maintain the approved schedule. Once approved by BRC the schedule shall not be shortened without BRC's consent. If there is a loss of time due to strikes, lockouts, acts of God and/or if Buyer's job progress is behind schedule at the beginning of the work, Buyer has failed to make timely payments under this agreement, or during BRC's installation period and/or delays are incurred due to Buyer or Architect, or governmental agency having delayed approval of, permits, material samples, color schedules or shop drawings, the said lost time shall be added to the BRC's scheduled date of completion without penalty in fair weather days suitable for the work. Time extensions shall be granted by Buyer for the performance of extra or Change Order work as requested by BRC. In the event Buyer is supplying materials and there is delay in the delivery of Buyer furnished materials or obligations, 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.

**8. PAYMENT TERMS** – BRC shall provide Buyer with monthly progress invoices. Buyer shall deliver to BRC's office by the 15<sup>th</sup> 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 1-1/2% per month, which shall be promptly paid by Buyer to BRC's office. These terms may be modified by supplemental terms as printed on the face of this agreement.

**9. 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.

**10. RIGHT TO STOP WORK** – BRC shall have the right but not the obligation, to stop work in the event payment is not made to BRC as required under this agreement. BRC may keep the work idle until such time which payments due to BRC are received by BRC.

**11. ATTORNEY'S FEES AND VENUE** – In the event of default of this agreement, Buyer agrees to pay all costs and expenses of collection or 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.

**12. OVERTIME** – The price, unless otherwise stated on the face of this agreement, has been determined on the basis of crews working at straight time during a normal 40 hour work week. No overtime will be worked unless BRC is ordered to do so by the Buyer in writing which shall provide for the payment by Buyer of the additional costs for overtime premium, plus applicable insurance, payroll taxes, reasonable overhead and profit.

**13. CHANGE ORDERS** – If BRC is required to alter or add to the scope of work herein described, due to changes in the drawings, specifications or Buyer's desires, 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.

**14. QUANTITY OF WORK ADJUSTMENTS** – Where the agreement specifies an estimated quantity of work, the contract price shall be equitably adjusted by BRC 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 in its sole discretion calculate the credit issued to Buyer which may be at less than unit prices shown due to: material return costs, restocking fees, rescheduling costs, inspection costs, and other related expenses.

**15. CONFIDENTIAL INFORMATION** – BRC's proposal and Construction Agreement contain confidential information. BRC shall retain all ownership and proprietary 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 nor disclose any information pertaining to BRC or BRC's affairs such as but not limited to its unit prices, bid pricing details, technical 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.

**16. ASSIGNMENT AND SUCCESSORS** – This Agreement shall not be assignable by Buyer 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, administrators.

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

**18. 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 or the construction operations, scaffolding and/or equipment, general noise or dust, which interferes with their business operations or reduces their public visibility, sales, profits, sleep or otherwise has an adverse effect on them.

**19. MERGER CLAUSE** – BRC may have made oral statements or shown photographs with comments about the building or work described in its proposal or this agreement. 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, 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.

**20. NON-WAIVER** – 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.

**21. PERSONAL GUARANTEE** – If Buyer's signer, on the face of this agreement, owns an interest in either the property upon which the work is performed or owns an interest or stock in Buyer's company on the date of signer's signature, then signer does hereby personally guarantee payment to BRC of any sum due and unpaid by Buyer. Signer agrees that he/she is individually, jointly and severally liable to guarantee payment to BRC of any unpaid debt by Buyer including principal, interest, attorney's fees and costs of collection.

**22. 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.”**

**23. LIEN NOTICE** – Default by Buyer of their obligations to provide BRC with prompt payment will subject the property to the filing of mechanic's liens against the title of the property. A copy of the lien will be provided to the property owner.

**24. LIEN WAIVERS** – Upon Buyer's request, BRC will provide Buyer with a written Lien Waiver for labor and materials furnished by BRC, but only for such dollar amount matching payment actually received by BRC at BRC's office.



# BUILDING RESTORATION CORPORATION

is a proud member of



**Associated Builders & Contractors, Inc.**  
10193 Crosstown Circle  
Eden Prairie, MN 55344  
952-941-8693



**St. Paul Building Owners & Managers Association**  
332 Minnesota Street, Suite W2950  
St. Paul, MN 55101  
651-291-8888



**Minneapolis Builders Exchange**  
1123 Glenwood Avenue  
Minneapolis, MN 55404  
612-377-9600



**Minneapolis Building Owners & Managers Association**  
121 S. 8th Street, Suite 610  
Minneapolis, MN 55402



**MN Concrete & Masonry Contractors Association**  
120 East Exchange Street #120  
St. Paul, MN 55101  
651-293-0892



**Builders Exchange of St. Paul**  
445 Farrington Street  
St. Paul, MN 55103  
651-224-7545



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



**National Federation of Independent Business**  
740 Northwest Center Tower  
55 East 5th Street  
St. Paul, MN 55101  
800-634-2669



**National Trust for Historic Preservation**  
1785 Massachusetts Avenue NW  
Washington, DC 20036  
202-673-4000



**International Concrete Repair Institute**  
3166 S. River Road, Suite 132  
Des Plaines, IL 60018  
847-827-0830



**Hennepin History Museum**  
2303 Third Avenue South  
Minneapolis, MN 55404  
612-870-1329



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



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



**Minnesota Historical Society**  
345 Kellogg Boulevard West  
Saint Paul, MN 55102  
651-296-6126