

Memo

To: Honorable Mayor and City Council
From: Joe Kohlmann, City Administrator
Date: August 27, 2013
Re: City Hall Roof Repair

When the City Hall floor was being replaced in the basement, Staff was able to determine that the roof was leaking through the valleys on the City Hall entrance. Inspection confirmed that it has been leaking for some time.

In the CIP, there is a scheduled roof replacement in 2015. Contractors have indicated that we could repair the roof and extend the life of the roof 8-10 years. Staff has obtained two quotes on repairing the roof:

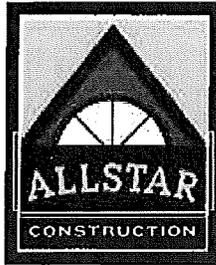
All Star Roofing: \$2,930
Kuhl's Contracting Inc: \$5,533

All Star has stated there should be no reason to exceed the \$2,930 unless there are some rotten boards underneath, if that is the case, any additional costs would be minimal.

Source of Funds: These repairs will come out of the CIP. There are some unspent funds currently in the CIP that were allocated for other projects (wind screens, unspent office supplies, etc.).

Council Action Requested:

Motion to authorize the City Administrator to enter into the contract with All Star Roofing.



5145 Industrial St. #103
 Maple Plain MN 55359
 License No. BC663667

Phone: 763 479-8700
 Fax: 763 479-6600
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Minnesota's Trusted Tradition for Over 30 Years
Contract

Proposal Submitted To: City of Tonka Bay	Phone:	Date: August 21, 2013
Street: 4901 Manitou Rd	Job Name: City of Tonka Bay	
City State Zip: Tonka Bay, MN	Street: 4901 Manitou Rd	
Estimator/Phone: Adam Rametta	City State Zip: Tonka Bay, MN	
Date of Plan:		

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Sloped Roof

1. Remove the existing cedar shake roofing, felt paper, fasteners and flashings down to the existing roof deck at valley locations.
2. Remove and replace any rotten or damaged decking at an additional rate of \$58.00 per man per hour plus material.
3. Provide and install #1 Blue Label Medium Handsplit cedar shake roofing tie in.
4. Provide and install pre-finished 24" W-valley.
5. Provide and install 3' of WR Grace Select ice and water shield in the existing valley locations.
6. Clean up and haul away roofing debris.

Price: \$ 1,850.00

Remove and Replace (6) roof vents with prefinished metal Lomanco 750 vents: \$ \$750.00

Replace damaged shakes at an additional rate of \$58.00 per man hour plus material:

Allowance: \$325.00

NOTES:

- Contract may be subject to price increase if accepted after date given.
- Contractor to obtain all necessary permits. Permits to be additional to total.
- Contractor to clean-up and haul away debris.
- Contractor to sweep ground for nails with magnetic pick up.
- Contractor to provide mechanic's lien waiver upon receipt of full payment of above work.
- Contractor not responsible for sheetrock and plaster cracks due to reroofing or other construction work.
- Contractor not responsible for dust and debris in attic during roofing or other construction work.
- Contractor not responsible for driveways.
- Contractor not responsible for leakage or condensation due to heat loss and/or ice dams.
- Scheduling is affected by weather.

A service fee of \$350.00 will be charged for all service calls (except those covered under warranty). Any additional work ordered by the customer not covered by the warranty shall be billed at Allstar's rate for labor and materials.

We propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of with payment to be made as follows: 50% down at start of work and balance due upon completion of work.

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Limited to the percent allowable by law, a 1 ½% monthly service charge will be added to any outstanding balance not paid within thirty (30) days of when due. This proposal must be accepted within thirty (30) days or it is automatically withdrawn.

ACCEPTANCE OF CONTRACT

By my signature below, the proposal prices, specifications and conditions are hereby accepted. You are authorized to perform the work specified. Payments will be made as outlined above.

ACCEPTED

Date _____

Signature _____

Signature _____

**** By signing above I also agree that I have received a copy of MN Statute #327A**

Allstar Construction, LLC
Contractor's Representative:

Signature _____
Adam Rametta / Vice President

Contract terms on additional pages also form a part of this contract and are hereby accepted.

In the event this contract was procured through a home solicitation sale as defined by Minnesota Statutes Section 325G.06, you may rescind your agreement as set forth in the accompanying Notice of Cancellation. You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached Notice of Cancellation form for an explanation of this right. In all other circumstances, this contract is binding when signed by you and us.

ADDITIONAL TERMS – Page 2

1. Contract Documents and Changes. The Contract documents consist of this agreement and the applicable drawings, plans and specifications. This Contract is subject to approval of Allstar Construction, management who may decline this Contract prior to the start of work. Any alteration or deviation from the Contract will be performed only upon a written change order resulting in an extra charge beyond the Contract price. Alteration or deviation includes hidden damages that are uncovered during the course of the job, additional work, and replacement of existing deteriorated materials not specified for replacement under this Contract, and additional work required by government inspectors on the existing structure to make it code compliant. Change orders are subject to a \$ _____ administrative processing fee.

2. Mechanic's Lien Rights. Minnesota law requires us to provide you with the following 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.

3. Warranty Rights. We warranty our workmanship for one (1) year from the date it was substantially performed. Materials shall carry their manufacturer's warranty only and you agree to make such claims against the manufacturer. Your exclusive remedy under this warranty is for repair or replacement by us of the warranted defect and no other remedy. Work performed or damage caused by any other person voids this warranty. This warranty excludes damage caused by unusual weather conditions, ice dams, snow loads, strong winds (50+ MPH), hail and damage caused by ice/snow removal from your roof. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS EXPLICITLY STATED IN THIS CONTRACT. THIS WARRANTY IS NON-TRANSFERABLE. IN ADDITION TO THIS WARRANTY, YOU HAVE BEEN PROVIDED A COPY OF THE WARRANTY PROVIDED PURSUANT TO MINNESOTA STATUTES CHAPTER 327A WHICH MAY ALSO APPLY. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, CONTRACT CLAIMS, NEGLIGENCE CLAIMS, AND ALL OTHER CLAIMS FOR WHICH YOU HAVE NOT PROVIDED US WITH WRITTEN NOTICE WITHIN ONE YEAR FROM THE DATE OF DISCOVERY OF THE PROBLEM AND WHICH HAVE NOT BEEN FULLY RESOLVED WITHIN SIX (6) MONTHS FROM THE DATE YOU NOTIFIED US OF THE CLAIM.

4. Dumpsters, Equipment, Debris Removal and Access. Our performance may require the installation and removal of dumpsters, delivery trucks, worker's vehicles, construction equipment and vehicles onto your property. These events may cause damage to your property due to weight or movement, damage from which you hold us harmless. No digging will occur until Gopher State One Call has identified underground utilities – this is your responsibility. We take reasonable effort to remove construction debris; however, some debris may remain. You hold us harmless from any damage or injury caused by this debris. Dumpsters are for construction debris only and you may be charged additional fees should other items be found therein. You agree to make toilet facilities available or compensate us for the cost of rented units. Electric, water, or other utilities shall be furnished by you at your expense. You shall grant free access to work areas for workers and vehicles and shall allow storage of materials and rubbish. You agree to keep driveways clear and available for movement and parking of vehicles during normal working hours, including removal of ice and snow. We shall not be expected to keep gates and doors closed and you hold us harmless from claims arising therefrom. Excess construction material remains our property.

5. Collection Costs. You agree to pay for our reasonable costs of collection in collecting any delinquent amounts owing under this Contract. Such costs shall include reasonable attorneys' fees, costs and disbursements incurred in pursuing collection. The final payment in full shall not be held up while waiting for the city to inspect the work.

6. Events Beyond Our Control and Exclusions. You hold us harmless from pre-existing construction conditions that may be manifested during the construction process. Performance under this contract is contingent upon strikes, accidents or other delays beyond our control. The price of this Contract does not include material or labor price increases because of unforeseen problems arising after work has begun, market supply shortages or unusual spikes in market demand. This Contract price does not include any governmental permit, service or access charge. Some variation may occur in color, texture and planes of materials. Existing out of square and plumb conditions may require similar conditions in the new work. We may substitute similar materials if specified materials are unavailable. You agree to remove and protect any personal property in or near the work area, including without limitation, shrubs, flowers, wall hangings and other valuables and hold us harmless from damage resulting from failing to so secure. We are not responsible for hazardous material (lead paint, asbestos, etc.) removal from your existing structure and may stop work until it is removed. You agree to hold us harmless from mold, fungus or biological material damages as set forth on the accompanying Mold Notice and Waiver. You acknowledge receipt from us of the UREA Formaldehyde Disclosure required by Minnesota Law.

7. Owner's Work. For any work or materials you have agreed to provide, you will ensure timely delivery and performance to not hinder or delay us from our work. Preparation of materials for your work (such as spackling, sanding, etc.) is your responsibility. We provide no warranty for your work and materials. Any additional trips by us or our subcontractors because of your delays will result in a \$_____ trip charge for each extra trip.

8. Advertising. You agree we may place our advertising yard sign on your property for promotion and identification purposes for workers and material suppliers. We may photograph the project for advertising and promotional use.

9. Insurance. Prior to construction, you shall have in place insurance to cover the finished cost of improvements.

10. Cancellation. If prior to our performance of work you cancel this Contract without legal right to do so, we will be entitled as liquidated damages (and not as a penalty) to our actual costs incurred (including any restocking charges) plus 25% of the Contract price. After our work has begun, you are responsible for the entire contract price.

Owner Initials: _____

MOLD NOTICE AND WAIVER

Notice

Mold is a type of fungus. It naturally occurs in the environment and is necessary for the decomposition of plants and organic material. Mold can be spread by spores and is everywhere. Building materials and building construction cannot be designed to exclude mold spores in the normal and ordinary course. If mold growing conditions exist and there is any source of moisture, mold can grow in your building. Most people know that mold grows on foods and can grow on bathroom tiles and walls. Mold can also grow on heating, ventilation and air conditioning systems, plumbing systems, walls, support beams and other building components. To grow, mold requires a food source, temperate climate and moisture. By minimizing moisture, you should be able to reduce or eliminate mold growth. Building moisture arises from many sources. Spills, leaks, condensation and high humidity are common causes. Normal human activities of living, breathing, bathing and cooking produce substantial amounts of moisture. Good housekeeping, ventilation and home maintenance are essential to reduce mold growth likelihood. If moisture is allowed to remain in an area, mold growth can develop within 24 hours.

Waiver

We make no representation or warranty, express, implied or otherwise, regarding mold, fungus, bacteria, or other biological materials or organisms. We have no duty, obligation or liability to you, and you expressly waive these, for any damage or claim whatsoever and to any extent arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use, personal injury or property damage in any way associated with mold, fungus, bacteria, or other biological material or organisms. This waiver is provided by you in part consideration for our performance of construction work for you.

Owner Initials: _____

2009 Minnesota Statutes

Chapter 327A. Housing; Statutory Warranties

Section Headnote

327A.01 Definitions

327A.02 Statutory Warranties

327A.03 Exclusions

327A.04 Waiver and Modification Limited

327A.05 Remedies

327A.06 Other Warranties

327A.07 Variations

327A.08 Limitations

327A.01 DEFINITIONS.

Subdivision 1. **Scope.** As used in sections 327A.01 to 327A.07, the terms in this section shall have the meanings assigned to them.

Subd. 2. **Building standards.** "Building standards" means the materials and installation standards of the State Building Code, adopted by the

commissioner of labor and industry pursuant to sections 326B.101 to 326B.194, in effect at the time of the construction or remodeling.

Subd. 3. **Dwelling.** "Dwelling" means a new building, not previously occupied, constructed for the purpose of habitation; but does not include

appurtenant recreational facilities, detached garages, driveways, walkways, patios, boundary walls, retaining walls not necessary for the structural

stability of the dwelling, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.

Subd. 4. **Initial vendee.** "Initial vendee" means a person who first contracts to purchase a dwelling from a vendor for the purpose of habitation

and not for resale in the ordinary course of trade.

Subd. 5. **Major construction defect.** "Major construction defect" means actual damage to the load-bearing portion of the dwelling or the home improvement, including damage due to subsidence, expansion or lateral movement of the soil, which affects the load-bearing function and which

vitaly affects or is imminently likely to vitaly affect use of the dwelling or the home improvement for residential purposes. "Major construction defect"

does not include damage due to movement of the soil caused by flood, earthquake or other natural disaster.

Subd. 6. **Vendee.** "Vendee" means any purchaser of a dwelling and includes the initial vendee and any subsequent purchasers.

Subd. 7. **Vendor.** "Vendor" means any person, firm or corporation which constructs dwellings for the purpose of sale, including the construction of dwellings on land owned by vendees.

Subd. 8. **Warranty date.** "Warranty date" means the date from and after which the statutory warranties provided in section 327A.02 shall be

effective, and is the earliest of:

(a) the date of the initial vendee's first occupancy of the dwelling; or

(b) the date on which the initial vendee takes legal or equitable title in the dwelling.

In the case of a home improvement, the warranty date is the date on which the home improvement work was completed.

Subd. 9. **Home improvement.** "Home improvement" means the repairing, remodeling, altering, converting or modernizing of, or adding to a

residential building. For the purpose of this definition, residential building does not include appurtenant recreational facilities, detached garages,

driveways, walkways, patios, boundary walls, retaining walls not necessary for the structural stability of the building, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.

Subd. 10. **Home improvement contractor.** "Home improvement contractor" means a person who is engaged in the business of home improvement either full time or part time, and who holds out to the public as having knowledge or skill peculiar to the business of home improvement.

Subd. 11. **Owner.** "Owner" means any person who owns a residential building on which home improvement work is performed, and includes

any subsequent owner of the residential building.

History: 1977 c 65 s 1; 1981 c 119 s 1-5; 1986 c 444; 2001 c 207 s 8; 1Sp2003 c 8 art 1 s 12; 2007 c 140 art 4 s 61; art 12 s 12; art 13 s 4

327A.02 STATUTORY WARRANTIES.

Subdivision 1. **Warranties by vendors.** In every sale of a completed dwelling, and in every contract for the sale of a dwelling to be completed, the vendor shall warrant to the vendee that:

(a) during the one-year period from and after the warranty date the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards;

(b) during the two-year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing,

electrical, heating, and cooling systems due to noncompliance with building standards; and

(c) during the ten-year period from and after the warranty date, the dwelling shall be free from major construction defects due to noncompliance

with building standards.

Subd. 2. **Warranties to survive passage of title.** The statutory warranties provided in this section shall survive the passing of legal or equitable title in the dwelling to the vendee.

Subd. 2a. **Remedies unaffected by corporate dissolution.** The statutory warranties provided in this section are not affected by the 9/22/2009 327A - HOUSING; STATUTORY WARRA...

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dissolution of a vendor or home improvement contractor that is a corporation or limited liability company.

Subd. 3. **Home improvement warranties.** (a) In a sale or in a contract for the sale of home improvement work involving major structural changes or additions to a residential building, the home improvement contractor shall warrant to the owner that:

(1) during the one-year period from and after the warranty date the home improvement shall be free from defects caused by faulty workmanship

and defective materials due to noncompliance with building standards; and

(2) during the ten-year period from and after the warranty date the home improvement shall be free from major construction defects due to noncompliance with building standards.

(b) In a sale or in a contract for the sale of home improvement work involving the installation of plumbing, electrical, heating or cooling systems,

the home improvement contractor shall warrant to the owner that, during the two-year period from and after the warranty date, the home improvement shall be free from defects caused by the faulty installation of the system or systems due to noncompliance with building standards.

(c) In a sale or in a contract for the sale of any home improvement work not covered by paragraph (a) or (b), the home improvement contractor

shall warrant to the owner that, during the one-year period from and after the warranty date, the home improvement shall be free from defects caused

by faulty workmanship or defective materials due to noncompliance with building standards.

Subd. 4. **Response from vendor to notice of claim.** (a) Following notice under section 327A.03, the vendee must allow an inspection and opportunity to offer to repair the known loss or damage. Upon request of the vendee, a court may order the vendor to conduct the inspection. The

inspection must be performed and any offer to repair must be made in writing to the vendee within 30 days of the vendor's receipt of the written notice

required under section 327A.03, clause (a), alleging loss or damage. The applicable statute of limitations is tolled from the date the written notice

provided by the vendee is postmarked, or if not sent through the mail, received by the vendor until the earliest of the following:

(1) the date the vendee rejects the vendor's offer to repair;

(2) the date the vendor rejects the vendee's claim in writing;

(3) failure by the vendor to make an offer to repair within the 30-day period described in this subdivision; or

(4) 180 days.

For purposes of this subdivision, "vendor" includes a home improvement contractor.

(b) Upon completion of repairs as described in an offer to repair, the vendor must provide the vendee with a list of the repairs made and a notice

that the vendee may have a right to pursue a warranty claim under this chapter. Provision of this statement is not an admission of liability. Compliance

with this subdivision does not affect any rights of the vendee under this chapter.

History: 1977 c 65 s 2; 1981 c 119 s 6; 2001 c 207 s 9,10; 2006 c 202 s 5,6

327A.03 EXCLUSIONS.

The liability of the vendor or the home improvement contractor under sections 327A.01 to 327A.07 is limited to the specific items set forth in sections

327A.01 to 327A.07 and does not extend to the following:

(a) loss or damage not reported by the vendee or the owner to the vendor or the home improvement contractor in writing within six months after

the vendee or the owner discovers or should have discovered the loss or damage;

(b) loss or damage caused by defects in design, installation, or materials which the vendee or the owner supplied, installed, or directed to be installed;

(c) secondary loss or damage such as personal injury or property damage;

(d) loss or damage from normal wear and tear;

(e) loss or damage from normal shrinkage caused by drying of the dwelling or the home improvement within tolerances of building standards;

(f) loss or damage from dampness and condensation due to insufficient ventilation after occupancy;

(g) loss or damage from negligence, improper maintenance or alteration of the dwelling or the home improvement by parties other than the vendor or the home improvement contractor;

(h) loss or damage from changes in grading of the ground around the dwelling or the home improvement by parties other than the vendor or the

home improvement contractor;

(i) landscaping or insect loss or damage;

(j) loss or damage from failure to maintain the dwelling or the home improvement in good repair;

(k) loss or damage which the vendee or the owner, whenever feasible, has not taken timely action to minimize;

(l) loss or damage which occurs after the dwelling or the home improvement is no longer used primarily as a residence;

(m) accidental loss or damage usually described as acts of God, including, but not limited to: fire, explosion, smoke, water escape, windstorm,

hail or lightning, falling trees, aircraft and vehicles, flood, and earthquake, except when the loss or damage is caused by failure to comply with building

standards;

(n) loss or damage from soil movement which is compensated by legislation or covered by insurance;

(o) loss or damage due to soil conditions where construction is done upon lands owned by the vendee or the owner and obtained by the vendee

or owner from a source independent of the vendor or the home improvement contractor;

(p) in the case of home improvement work, loss or damage due to defects in the existing structure and systems not caused by the home improvement.

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History: 1977 c 65 s 3; 1981 c 119 s 7; 1986 c 444

327A.04 WAIVER AND MODIFICATION LIMITED.

Subdivision 1. **Waiver.** Except as provided in subdivisions 2 and 3, the provisions of sections 327A.01 to 327A.08 cannot be waived or modified by contract or otherwise. Any agreement which purports to waive or modify the provisions of sections 327A.01 to 327A.08, except as

provided in subdivisions 2 and 3 of this section, shall be void.

Subd. 2. **Modification.** At any time after a contract for the sale of a dwelling is entered into by and between a vendor and a vendee or a contract for home improvement work is entered into by and between a home improvement contractor and an owner, any of the warranties provided

for in section 327A.02 may be excluded or modified only by a written instrument, printed in boldface type of a minimum size of ten points, which is

signed by the vendee or the owner and which sets forth in detail the warranty involved, the consent of the vendee or the owner, and the terms of the

new agreement contained in the writing. No exclusion or modification shall be effective unless the vendor or the home improvement contractor

provides substitute express warranties offering substantially the same protections to the vendee or the owner as the statutory warranties set forth in

section 327A.02. Any modification or exclusion agreed to by vendee and vendor or the owner and home improvement contractor pursuant to this

subdivision shall not require the approval of the commissioner of labor and industry pursuant to section 327A.07.

Subd. 3. **Exception.** If a major construction defect is discovered prior to the sale of a dwelling, the warranty set forth in section 327A.02, subdivision 1, clause (c) may be waived for the defect identified in the waiver instrument, after full oral disclosure of the specific defect, by an

instrument which sets forth in detail: the specific defect; the difference between the value of the dwelling without the defect and the value of the

dwelling with the defect, as determined and attested to by an independent appraiser, contractor, insurance adjuster, engineer or any other similarly

knowledgeable person selected by the vendee; the price reduction; the date the construction was completed; the legal description of the dwelling; the

consent of the vendee to the waiver; and the signatures of the vendee, the vendor, and two witnesses.

A single waiver agreed to pursuant to this subdivision may not apply to more than one major construction defect in a dwelling.

The waiver shall not be effective unless recorded with the county recorder or registrar of titles who shall file the waiver for record.

History: 1977 c 65 s 4; 1981 c 119 s 8; 2005 c 4 s 61; 2008 c 337 s 59; 2009 c 91 s 1

327A.05 REMEDIES.

Subdivision 1. **New home warranties.** Upon breach of any warranty imposed by section 327A.02, subdivision 1, the vendee shall have a cause of action against the vendor for damages arising out of the breach, or for specific performance. Damages shall be limited to:

(a) the amount necessary to remedy the defect or breach; or

(b) the difference between the value of the dwelling without the defect and the value of the dwelling with the defect.

Subd. 2. **Home improvement warranty.** Upon breach of any warranty imposed by section 327A.02, subdivision 3, the owner shall have a cause of action against the home improvement contractor for damages arising out of the breach, or for specific performance. Damages shall be limited

to the amount necessary to remedy the defect or breach.

History: 1977 c 65 s 5; 1981 c 119 s 9

327A.06 OTHER WARRANTIES.

The warranties provided for in section 327A.02 shall be in addition to all other warranties imposed by law or agreement. The remedies provided in

section 327A.05 shall not be construed as limiting the remedies in any action not predicated upon breach of the statutory warranties imposed by

section 327A.02.

History: 1977 c 65 s 6; 2009 c 91 s 2

327A.07 VARIATIONS.

The commissioner of labor and industry may approve pursuant to sections 14.05 to 14.28, variations from the provisions of sections 327A.02 and

327A.03 if the warranty program of the vendor or the home improvement contractor requesting the variation offers at least substantially the same

protections to the vendee or owner as provided by the warranties set forth in section 327A.02.

History: 1977 c 65 s 7; 1981 c 119 s 10; 1982 c 424 s 130; 1995 c 233 art 2 s 56; 2008 c 337 s 60; 2009 c 91 s 3

327A.08 LIMITATIONS.

Notwithstanding any other provision of sections 327A.01 to 327A.08:

(a) the terms of the home improvement warranties required by sections 327A.01 to 327A.08 commence upon completion of the home improvement and the term shall not be required to be renewed or extended if the home improvement contractor performs additional improvements

required by warranty;

(b) the home improvement warranties required by sections 327A.01 to 327A.08 shall not include products or materials installed that are already

covered by implied or written warranty; and

(c) the warranties required by sections 327A.01 to 327A.08 must be set forth as written warranty instruments and must be included as part of

the construction contract and conveyed to the owner. Failure to comply with this paragraph is a violation of section 326B.84.

(d) If the warranties required by sections 327A.01 to 327A.08 are not provided to the owner in writing as required by paragraph (c), they are

implied statutory warranties that have the same effect as if the vendor or home improvement contractor had complied with paragraph (c).

(e) The owner's right under this section to receive the written warranty required under this section may not be waived or modified by contract or

otherwise. Any agreement that purports to waive or modify the right to the written warranty required under this section is void.

(f) This section does not limit the ability of the vendor or home improvement contractor and the owner to enter into the agreements permitted

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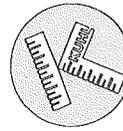
under section 327A.04, subdivisions 2 and 3.

History: 1981 c 119 s 11; 1997 c 7 art 1 s 126; 2009 c 91 s 4

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Client Name:	City of Tonka Bay	Date: 8-1-13
Project Address:	4901 Manitou Road	City: Tonka Bay
Description:	Cedar roof reparis	

ESTIMATE



Kuhl's Contracting Inc.
 1515 5th Street South
 Hopkins, MN 55343

Please initial next to each line item you would like to have us perform.

BUILDING MAINTENANCE AND REPAIR ITEMS			
	Cost	Description	Initials
a.	3,848.00	Tear out and replace two main roof valleys (tie into existing roof with ice & water membrane)	
b.	546.00	Replace all ridge on roof	
c.	732.00	Replace all plastic roof vents with metal, animal-proof vents (6 units @ \$122 each)	
d.	407.00	Replace rotten, missing or damaged shakes around entire roof (37 individual pieces @ \$11/piece labor and materials)	
e.			
f.			
g.			
h.			
i.			
j.			
Notes:			
Exclusions:			

MECHANICS LIEN RIGHTS NOTIFICATION:

A) PERSON OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER.

B) MINNESOTA LAW PERMITS THE OWNER TO WITHHOLD FROM HIS CONTRACTOR AS MUCH OF THE CONTRACT PRICE AS MAY BE NECESSARY TO MEET THE DEMANDS OF ALL OTHER LIEN CLAIMANTS, PAY DIRECTLY THE LIENS AND DEDUCT THE COST OF THEM FROM THE CONTRACT PRICE, OR WITHHOLD AMOUNTS FROM HIS CONTRACTOR UNTIL THE EXPIRATION OF 120 DAYS FROM THE COMPLETION OF THE IMPROVEMENT UNLESS THE CONTRACTOR FURNISHES TO THE OWNER WAIVERS OF CLAIMS FOR MECHANICS' LIENS SIGNED BY PERSONS WHO FURNISH ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO PROVIDED THE OWNER WITH TIMELY NOTICE.

Acceptance of Agreement

The prices and specifications above are satisfactory and are accepted. I have approved all initials line items in the cost summary above. The above work is to be completed for the sum of \$ _____, with payments to be made as follows: 50% down, 50% upon completion of work. I have read and understand this document. I understand and accept all terms and conditions as stipulated. Kuhl's Contracting Incorporated is authorized to perform the work as outlined.

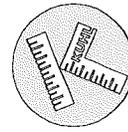
Accepted By: _____ Client (printed): _____

Job Total: \$ _____ Deposit Amount: \$ _____ Date: _____

Kuhl Rep: _____ Notes: _____

Client Name:	City of Tonka Bay	Date: 8-1-13
Project Address:	4901 Manitou Road	City: Tonka Bay
Description:	Cedar roof reparis	

ESTIMATE



Kuhl's Contracting Inc.
1515 5th Street South
Hopkins, MN 55343

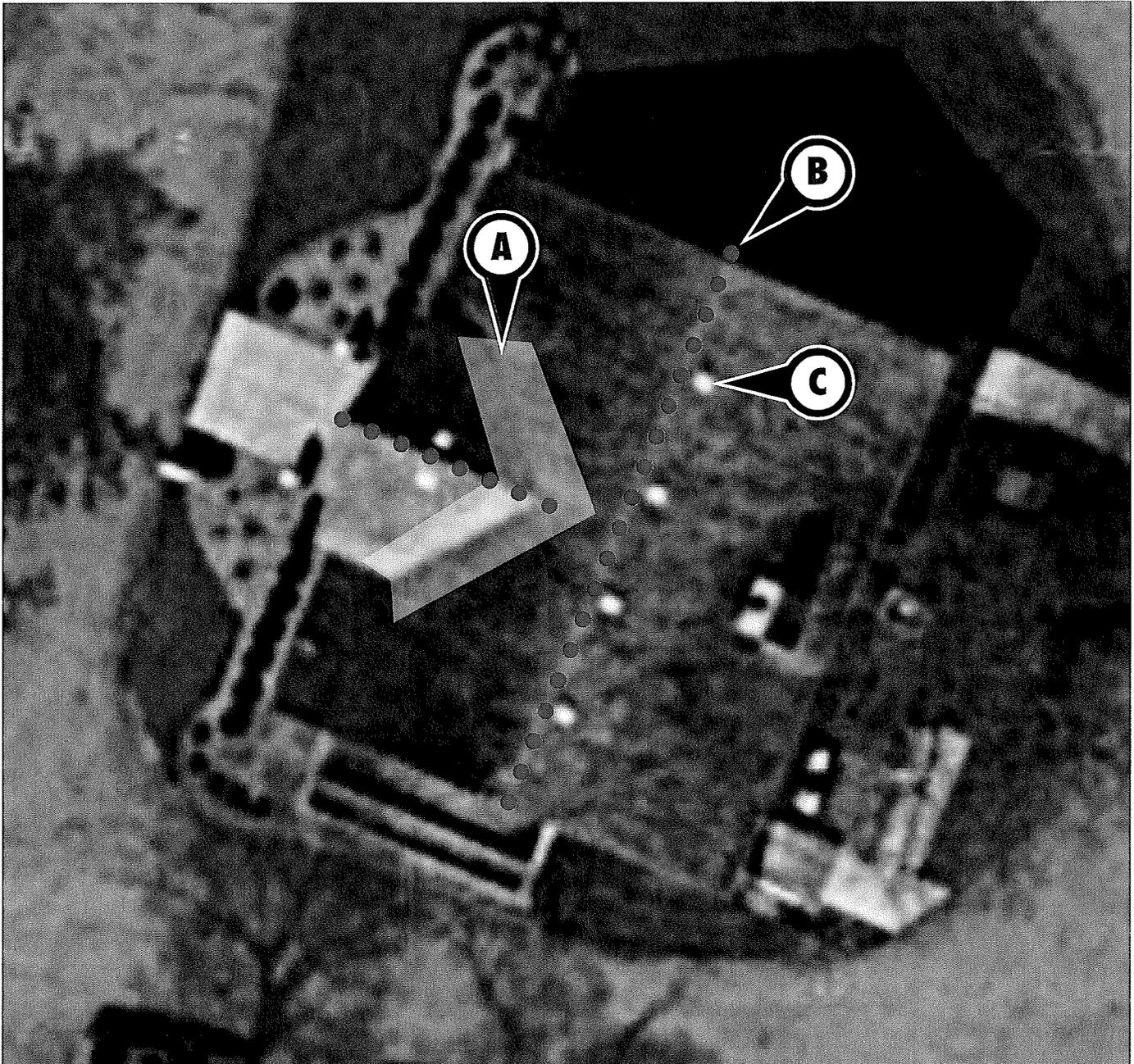
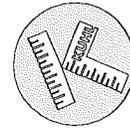


Photo Notes:

- a. We will tear out and replace the heavy hand-split cedar shake roofing in the area highlighted here.
- b. We will replace all ridge on the roof.
- c. All existing plastic roof vents will be replaced with animal-proof type #750 roof vents.

Client Name:	City of Tonka Bay	Date: 8-1-13
Project Address:	4901 Manitou Road	City: Tonka Bay
Description:	Cedar roof reparis	

ESTIMATE



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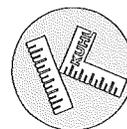
Water is getting into the building through the valleys. We will removed the valley metal and all surrounding shakes, install ice and water membrane and reinstall new shakes.



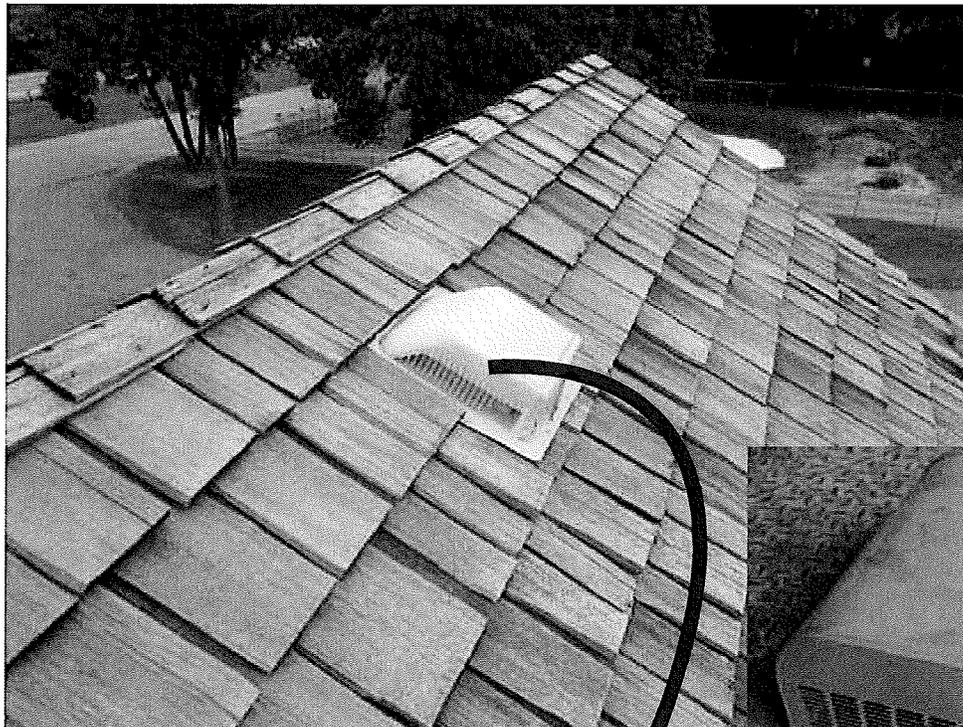
One area where water is getting in.

Client Name:	City of Tonka Bay	Date: 8-1-13
Project Address:	4901 Manitou Road	City: Tonka Bay
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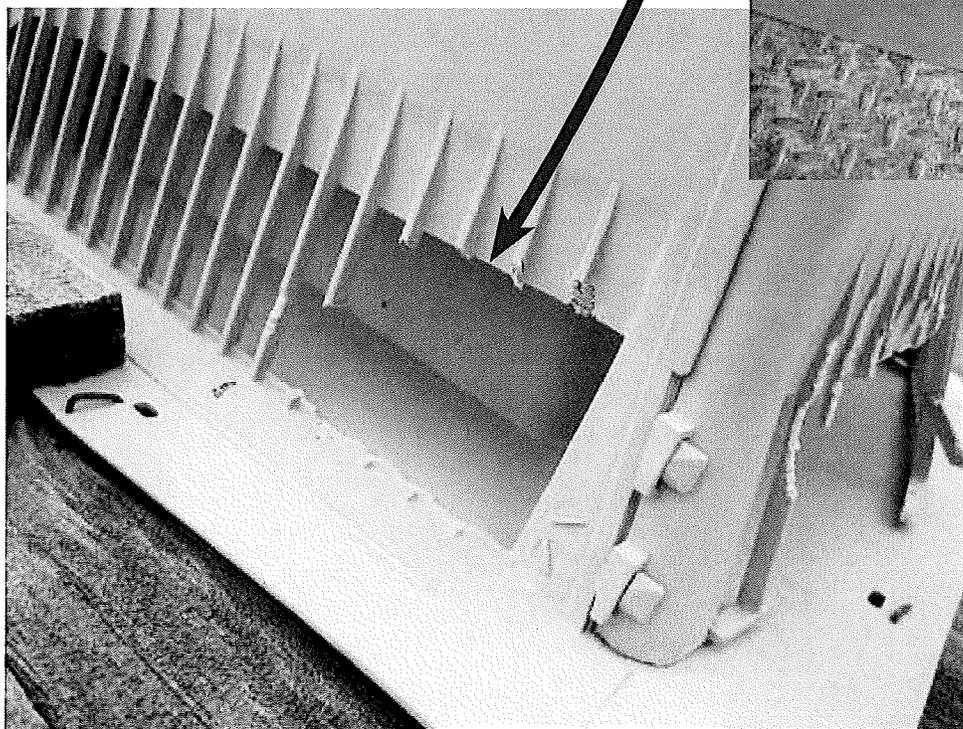
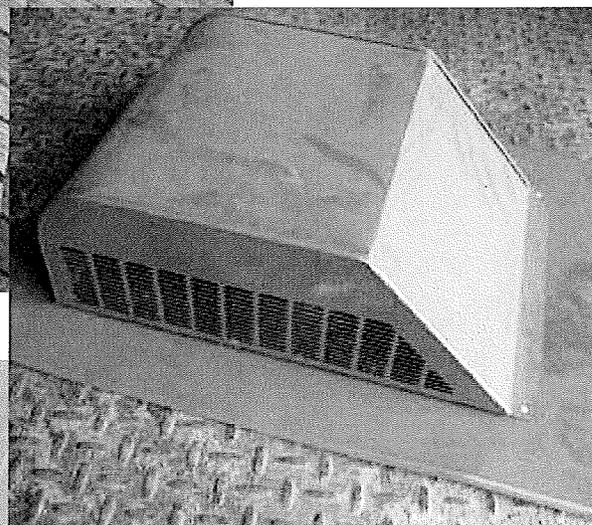
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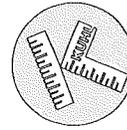
All of the existing plastic roof vents should be replaced because animals-most likely squirrels or mice-are chewing into them and accessing the attic.



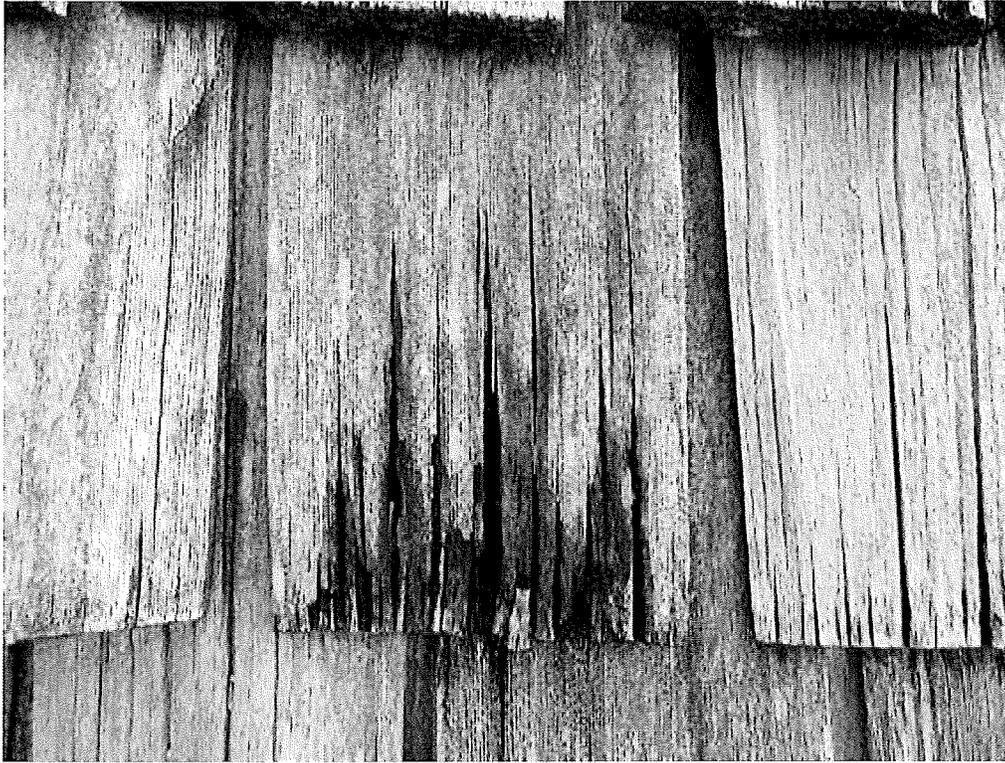
Type of vent we will use. Metal louvered animal proof.

Client Name:	City of Tonka Bay	Date: 8-1-13
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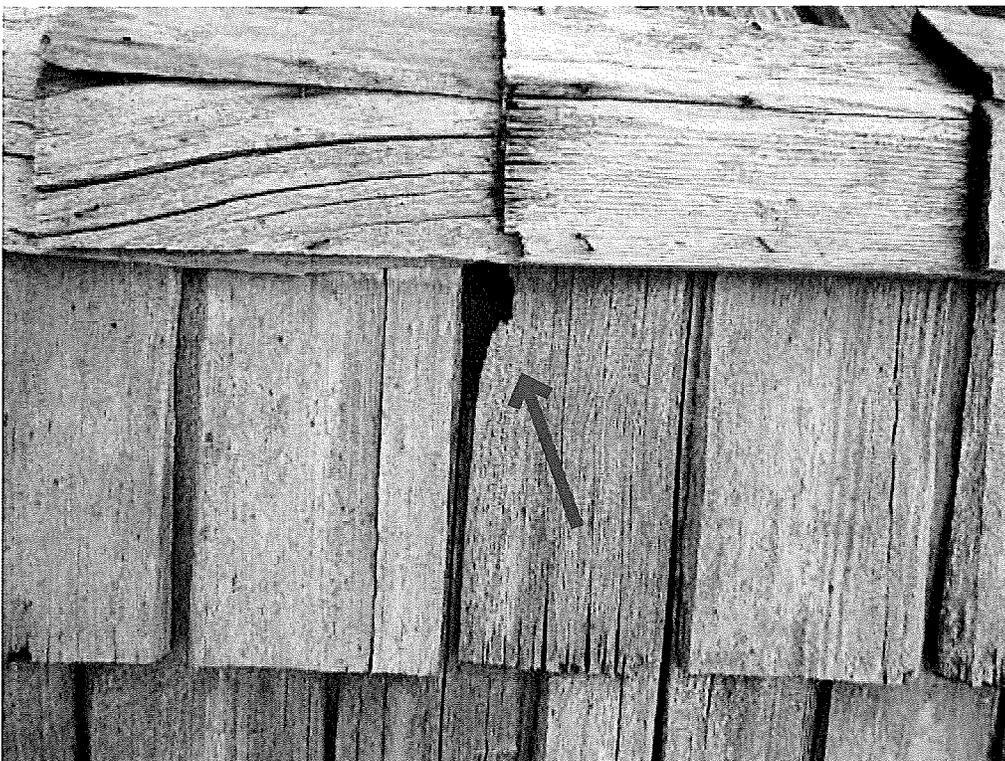
ESTIMATE



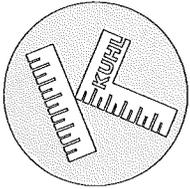
Kuhl's Contracting Inc.
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This is a typical shake that should be replaced on this roof.



We will address all areas where open keyways exist. Seen left.



Kuhl's Contracting, Inc.

1515 South 5th Street
Hopkins, MN 55343

O 952.935.9469
C 612.272.5388
F 952.258.8300

steve@kuhl designbuild.com
www.kuhl designbuild.com

Important Notes

Labor Standards

Kuhl's Contracting Incorporated agrees to complete this project with the highest degree of compliance to the original specifications as reasonably possible. We will perform all work in a neat and workmanlike manner. We guarantee that the labor we provide will meet or exceed industry standards. We will follow all relevant manufacturer specifications in the installation of manufactured materials and products. We shall remain dedicated to this project from its' commencement through the time of final completion. In the event the work to be complete with Kuhl is to be coordinated with other contractors not under the control of Kuhl, it shall be the customer's responsibility to coordinate the timing of such additional work and any delays created by such contractor shall not be the responsibility of Kuhl.

Liens and Lien Rights Notifications

You may receive a formal lien notification letter from companies who supply your project with independent labor or provide materials. This is becoming a very standard event in the construction industry. These letters **ARE NOT LIENS** and in no way reflect on Our credit worthiness or the status of payments on your job accounts. Lien notifications are a required step by any party wishing to maintain his or her lien rights in the State of Minnesota. We will provide a lien waiver upon completion of your project and receipt of final payment. Lien waivers protect you against lien claims in the future

Safety

Kuhl's Contracting Incorporated is dedicated to keeping our job sites as safe as possible throughout the construction process. We require that You cooperate in helping keep children and pets a safe distance away from the construction area both during and after work hours. We are not responsible for any injuries to you or others who are in the work area during construction.

Communications

All communications about substantive changes to the job, however small in scope, must be done directly to Kuhl management and not to others such as Our employees, sub-contractors, or other involved parties. You agree not to enter any side agreements with our employees or subcontractors for additional work, either at your property or another.

Materials

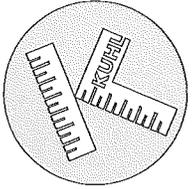
We intentionally over-order most quantities of the materials used on our jobs with the plan of returning the unused material. This is done as an insurance policy to keep your project moving smoothly in the event that there is an accidental under estimation or if portions of the material delivered are not up to our standard. Left over materials belong to Kuhl's Contracting and will be returned after project completion and shall have no financial impact on the original agreement. There will be no 'refunds' for this material. We will attempt to match your existing materials as closely as possible but an exact match is sometimes not feasible given the effects of aging and material availability.

Standard Conditions

Demolition and construction work can cause vibrations that result in items falling off walls, drywall/plaster cracking, etc.. It is recommended that any valuable items be removed from interior walls prior to work beginning so that they do not fall and break as a result of the vibrations. Kuhl will make every effort to not damage any bushes or shrubs around the house, but sometimes they are too close to the house and damage can occur. We are not responsible for such damage. We make efforts to prevent damage to driveways and sidewalks during the project process (delivery and pick-up of materials and dumpsters, for example). On rare occasion damage can occur. We are not responsible for such damage.

Hidden Conditions

We are not responsible for repairing hidden conditions such as rot or structural issues. If any rotten or damaged wood is found under the roofing once old articles are removed, there may be an additional charge to repair or replace the wood. If the customer refuses to replace the wood, Kuhl's Contracting, Inc. will not be responsible for the look, quality or warranty of the final product.



Kuhl's Contracting, Inc.

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steve@kuhlhdesignbuild.com
www.kuhlhdesignbuild.com

Insurance Details

All persons employed by Kuhl Design & Build, LLC shall be covered by our Worker's Compensation insurance in accordance with Minnesota State law. We will keep on file the insurance certificates of all of our subcontractors. We will require all involved subcontractors to have such types of insurance in force as are required to hold harmless and indemnify You from any claim for injuries or property damage by any agent or employee of said subcontractor. We will provide a minimum of One Million dollars in General Liability insurance to cover Your entire project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Agency, Inc. 5851 Cedar Lake Road P O Box 16527 Minneapolis MN 55416		CONTACT NAME: Stefani Braun PHONE (A/C, H/O, Ext): (952) 545-1230 FAX (A/C, H/O, No.): (952) 593-8733 E-MAIL ADDRESS: stefanib@americanagencymn.com															
INSURED Kuhls Contracting, Inc and The Ice Dam Company 1515 S 5th St, Ste F Hopkins MN 55343		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Integrity Mutual</td> <td>14303</td> </tr> <tr> <td>INSURER B: S F M Mutual Insurance Co</td> <td>11347</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Integrity Mutual	14303	INSURER B: S F M Mutual Insurance Co	11347	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: CL1341722034 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CT 2616507	4/17/2013	4/17/2014	MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA 2616508	4/17/2013	4/17/2014	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		CUP2616509	4/17/2013	4/17/2014	AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		32880,206	4/17/2013	4/17/2014	E.L. DISEASE - EA EMPLOYEE \$ 500,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Owners, Lessees or Contractors are additional insured when required by written contract.

CERTIFICATE HOLDER Kuhls Contracting, Inc. and The Ice Dam Company 1515 South 5th Street Suite #F Hopkins, MN 55343	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE S Menefee (DE)/SLB <i>Stefani Braun</i>

2013-2014 Insurance Info