



MAYOR & COUNCIL COMMUNICATION

DATE: September 20, 2016
CONSENT
ITEM #14
MOTION

AGENDA ITEM: Approve Well #2 Roof Repairs
SUBMITTED BY: Rob Weldon, Director of Public Works
THROUGH: Kristina Handt, City Administrator
REVIEWED BY: Finance Committee
Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Administrator
- Report/Presentation.....Director of Public Works
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates

POLICY RECOMMENDER: Director of Public Works

FISCAL IMPACT: \$7,700 – Water Fund (not to exceed)

The repairs to Well #2’s roof were budgeted in 2015 for \$7,500. It was anticipated that these repairs would be completed by the end of 2015 and as such, nothing was budgeted in 2016. As a result, this is being brought back for approval since not in the current budget.

SUMMARY AND ACTION REQUESTED:

Public Works is requesting the approval of funds to remove and replace the current shingles on Well House #2. In its current condition the roof is in extreme need of repair due to dried and missing shingles. If the problem is not correct in the very near future the building will be subject to water damage from exterior exposure to the elements.

RECOMMENDATION: Based on the aforementioned, staff recommends APEX be hired to do the proposed repairs be approved to be made to the roof on Well #2 as soon as it can be scheduled for the not to exceed amount of \$7,700

ATTACHMENT:

1. APEX Construction Inc. repair quote dated 7/8/16
2. MNPRO LLC repair quote dated 6/10/16



Apex Construction Inc.
 12136 Marquess Lane North
 PO Box 218
 Lake Elmo, MN 55042

Pete Ziemer: 612-242-7883 Adam Klinkhamer: 651-295-8459
 pete@MyApexInc.com adam@MyApexInc.com

Fax: 651-765-0208

www.MyApexInc.com

MN LIC#20511607 WI LIC#1094440

ROOFING CONTRACT

CUSTOMER INFORMATION:

Name: City of Lake Elmo	Phone:	Date: 7-8-16
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Address: Lake Elmo Public Works Building- 55 th street

City, State, and Zip:

Job Location ("Property"):

SHINGLES	ARCHITECHURAL	COLOR
HOUSE AND GARAGE	HOUSE ONLY	GARAGE ONLY
GUTTERS	OTHER _____	
REMOVE AND HAUL EXISTING ROOFING MATERIAL		INSTALL MATCHING RIDGE
INSPECT ROOFING SURFACE FOR DAMAGE REPAIR AS NEEDED AT A RATE OF _45_ HR PLUS MATL		NEW SHINGLES TIN WILL BE USED, IF NEEDED, ALONG ALL WALLS AND CHIMNEY
APPLY ICE AND WATER SHEILD AS PER CITY CODE 6FT UP AND ALONG ALL VALLEYS		PLYWOOD AND TARPS WILL BE USED TO PROTECT THE PROPERTY, SIDING, AND YARD
COVER THE REMAINING ROOFING SURFACE WITH 15LB FELT		NAIL DRIP EDGE INSTALLED UPON REQUEST
INSTALL 24' GALVINIZED VALLEY AND PIPE FLASHINGS AND STANDARD METAL ROOF VENTS		EXTERIOR DEBRIS FROM OUR WORK WILL BE CLEANED AND MAGNETICALLY SWEEPED DAILY
INSTALL NEW OWENS CORNING DURATION SHINGLES		OTHER _____ _____

CUSTOMER (ALSO REFERRED TO AS "YOU" or "CUSTOMER") and APEX CONSTRUCTION, INC., A MINNESOTA CORPORATION (REFERRED TO AS CONTRACTOR, "US" OR "WE") AGREE AS FOLLOWS:

- CONTRACTOR WORK.** Contractor agrees to perform Contractor agrees to perform the work listed above and as set forth on the attached plans and specifications, if any, and **_INCLUDES PERMIT/DUMPSTER/ PLASTIC RIDGE VENT AND REPLACING DRIP EDGE. ALSO INCLUDES OPTION TO REPLACE 2 FURNACE PIPES AND FLASHING IF NEEDED_**_____ (the "Work").

All plans and specifications remain the property of the Contractor and are not sold to Customer under this Agreement.

2. **CUSTOMER WORK.** Customer and Contractor agree that Customer must obtain written permission from Contractor prior to performing any Work. Customer agrees to pay the Contractor all costs for any delay caused by Customer not completing Customer's work. All work not specified in this Section 2 will be performed by the Contractor or Contractor's subcontractors. Customer may not hire outside contractors or suppliers to do any Work, unless Contractor first agrees in writing. Contractor is not responsible for any work provided by Customer or Customer's suppliers, and Contractor will not warranty any work done by Customer or Customer hired contractors or subcontractors. Customer agrees to indemnify and hold Contractor harmless with regard to any claims or liabilities arising from any work provided by Customer or Customer's subcontractors. Customer understands that any subcontractors that are hired by Customer must qualify as independent contractors. Any subcontractor and its employees hired by Customer are not entitled to any insurance or benefits that Contractor provides for Contractor's employees. Any subcontractor hired by Customer shall provide all materials, supplies and tools necessary to the performance of the Work, other than the materials to be provided by Contractor as specified. If any subcontractors are hired by Customer, those subcontractors must represent that they are fully experienced and properly qualified and equipped to perform the services under this Agreement, and Customer shall be responsible for ensuring that: (1) They are a business entity, (corporation, LLC or partnership); (2) They have obtained an Independent Contractor Exemption Certificate ("ICEC") from the Department of Labor and Industry as required under Minnesota Statute 181.723; or (3) They are exempt from the ICEC requirements under Minn. Stat. 181.723 subd. 2. If Customer's subcontractor is not a business entity as described in this section, Customer acknowledges that Customer shall be responsible for any obligations of Minn. Stat. 181.723, with regard to Customer's subcontractors. Prior to Contractor's commencement of the Work, Customer agrees to remove any items off walls, including but not limited to, pictures, paintings, art work and wall hangings, which may interfere with the Work or be damaged during the course of the Work. Customer acknowledges and agrees that Contractor shall not be liable for any and all damages to such items or for any damage to sheetrock, plaster, or other interior damage as a result of Contractor's Work.

3. **PAYMENT TERMS.**

Option A: Regular Remodel Contract (initial here if selecting this Option – Contractor **APEX CONSTRUCTION INC.** _____ Customer __) Customer shall pay Contractor **\$7,050.00/__\$325.00 for each furnace stack** _____ for the Work performed under this Agreement (the "Price"). Payment of the Price shall be made as follows: The entire Price for Contractor's Work shall be paid in full upon completion of the Work as determined at Contractor's sole discretion. Contractor shall provide Customer with an invoice upon completion of the Work for the entire Price (the "Invoice"). Customer shall pay the full amount listed in the Invoice upon receipt of the Invoice. Any Invoice that is not paid within that time period will be grounds for the remedies set forth in this Agreement.

Option B: Insurance Contract (initial here if selecting this Option – Contractor _____ Customer _____) The amount due for the Work under this Agreement shall be equal to the total insurance claim amount as authorized by your insurance company (the "Price"). This Agreement does not obligate Contractor in any way unless your claim is approved by your insurance company and then accepted by Contractor. By signing this Agreement, you authorize and agree that Contractor may correspond with your insurance provider regarding the scope of Work and shall complete the Work upon approval by your insurance company and acceptance by Contractor with no additional cost to you except for the insurance deductible of \$_____. Under no circumstance shall this Agreement be construed to require Contractor to renegotiate Customer's insurance coverage as Customer's agent; or otherwise fulfill the duties of a public adjuster. Customer authorizes its insurance company to issue all insurance proceed checks in the Contractor's name. Customer acknowledges it shall have no right to terminate this Agreement except as contained herein. In the event Customer receives checks for payment for the Work from Customer's insurance company, Customer shall promptly make such payments for the Work in the same amounts as the insurance payments to Contractor as Customer receives the insurance checks. Payment of the Price should be due in full upon completion of the Work as determined by Contractor.

4. **DOWN PAYMENTS/DEPOSITS.** Any money paid to Contractor as a deposit is considered a non-refundable construction deposit to be applied to Contractor's cost to complete the Work ("Contractor Deposit"). Customer understands that should Customer terminate this Agreement for any reason, or otherwise fail to complete the Work, all funds deposited will be forfeited to Contractor, and Customer shall have no right to compel Contractor to return any part of the Contractor Deposit. Customer shall also be responsible for all costs or expenses incurred by or owing to Contractor for work up through the date of such termination.

5. **CHANGES TO THE WORK (CHANGE ORDERS).** Contractor's obligations under this Agreement cannot be changed unless they are changed in writing on a separate Change Order form signed by Customer and Contractor and the insurance company as necessary and applicable ("Change Order"). If there is a discrepancy between documents, the written Change Orders shall take precedence over this Agreement. Preparation of such anticipated change shall not impose an obligation on the part of Contractor to undertake such change; however, in the event the Customer elects to proceed with any changes prior to the signing of a written Change Order, Customer shall be deemed to have consented to the change and shall be responsible for any and all increases in the cost related to the change or the preparation thereof including administrative costs, overhead and profit margin. In the event the Price is to be paid out of insurance proceeds pursuant to this Agreement, Customer acknowledges that it shall be personally responsible for any changes which are not included in the insurance settlement. Contractor shall have the right to stop all Work at such time as a change is requested or required until such time as Customer executes the Change Order. Because the range of possible changes you may request is unlimited, Contractor does not agree to accept all proposed Change Orders. In each case Contractor will review the requested Change Order and inform you whether Contractor will accept the Change Order, and if so, Contractor will inform you of the amount of the Change Order cost. Contractor has an absolute right to reject any requested Change Order for any reason. Contractor may, in Contractor's sole discretion, require Customer to provide an additional deposit towards increased costs associated with the Change Order.

6. **REMEDIES.** In the event of a default of this Agreement by Customer, interest will accrue on unpaid amounts at the rate of 1.5% per month (or the highest amount allowed by law, whichever is less). In the event that Contractor is required to incur costs or attorneys' fees to enforce the terms of this Agreement, such amounts will be in addition to any amounts owed by Customer to Contractor. If Contractor does not receive any payments due under this Agreement's terms, Contractor may stop Work without further notice and seek all available remedies. Contractor shall be entitled to all payments due up to the time Work is stopped, and for all losses sustained by the Contractor, including but

not limited to, materials, machinery, equipment or tools, overhead, lost profits, soft costs and damages. Contractor will retain title to all machinery and materials if this Agreement is cancelled, this includes a situation in which Customer attempts to improperly terminate the Agreement after the insurance proceeds have been determined but construction has not commenced. Contractor is hereby granted a license to enter the Property to remove such items upon termination of this Agreement. If Work has stopped for any reason, including delays by Customer's insurance company, for more than 30 days, Contractor may terminate this Agreement and recover pursuant to this Agreement. If Customer defaults in any manner under the terms of this Agreement, Contractor will have the right to (1) terminate this Agreement, and (2) retain all deposits, fee and progress payments Customer has made, and (3) take legal action to recover from Customer payment for all Work completed, and for all losses sustained by Contractor on all materials, machinery, equipment or tools, overhead, soft costs, profit and damages, and (4) place liens upon the Property for payment of any amounts owed, and (5) foreclose any liens placed on the Property if the amounts due including costs and interest, are not paid in full. Contractor's exercise of any remedy shall not preclude the exercise of the other remedies available to Contractor. The remedies contained in this Agreement may be used concurrently and are in addition to any other remedy which may be available to Contractor at law or equity.

7. **TIME DELAYS/FORCE MAJEURE.** The Contractor anticipates that Work will begin on or before Summer 2016, and the Work will be completed within approximately 1-2 DAYS weeks after construction is begun, except for delays caused beyond Contractor's control or as set forth in this Agreement. Customer will not be entitled to any compensation or remedy for Contractor's failure to start or complete the Work by the time established. Customer agrees that Contractor is not responsible for delays in completion of the Work or damage to the Work due to weather, strikes, war, terrorist attacks, shortage or delay in getting materials, shortage or delay in labor or subcontracting, government regulations, court actions or any other cause beyond Contractor's control. If the cost of materials or labor increases during any such delays, Contractor may require that Customer or Customer's insurance company pay such increased costs or terminate this Agreement after paying Contractor for all Work completed to the date of termination and for all materials which cannot be returned. Customer understands that delays caused by Customer, Customer's lender or Customer's insurance company may cause additional delays on the part of Contractor due to unavailability of labor or subcontractors.
8. **CONCEALED CONDITIONS.** This Agreement and the Price are based solely on the observations of Contractor at the time of entering into this Agreement. If additional concealed conditions are discovered once the Work has commenced, which conditions were not visible at the time of entering into this Agreement, Contractor will identify the unforeseen conditions, and Customer and Contractor will execute a Change Order for any additional work (which, if applicable, must be approved by the insurance company). Customer agrees that if the Price is paid from insurance proceeds as provided within this Agreement, if the insurance company does not agree to pay for unexpected or unanticipated extra costs, then Contractor may terminate this Agreement and Contractor shall be entitled to payment for all Work completed through the date of termination. Customer will be responsible for all additional costs and time for work due to concealed conditions. Such conditions may also extend the time for completion of Contractor's Work under this Agreement.
9. **CUSTOMER SITE VISITS.** Because of hazards which may be on the construction site during construction and the potential to interfere with the Work, Customer is encouraged to enter into the construction area only after first consulting with Contractor. Customer and Customer's family, friends and guests are encouraged to refrain from visiting the construction area. During the time of construction on the Property, conditions will exist that will be hazardous to Customer and Customer's family, friends, and guests which conditions include, without limitation, trip hazards, slip hazards, open excavation, open windows, exposed nails, exposed wiring, debris and other hazards on or around the construction site. Customer waives all claims against Contractor and agrees to indemnify, defend and hold Contractor harmless for injuries or damages that Customer or any member of Customer's family, friends, or guests may suffer while on or around the Property during construction due to these and other hazards. In addition to the waiver contained in this Section, Customer shall hold Contractor harmless and shall indemnify Contractor from any and all claims, liabilities, costs, expenses, or causes of action resulting from Customer and/or Customer's family, friends or guests visiting the construction site, with the indemnity to include reimbursement of all attorney's fees incurred by Contractor. Customer acknowledges and agrees that Contractor may enter onto the Property and perform Work at times when Customer is not present.
10. **CUSTOMER'S INSURANCE.** Prior to beginning the Work, upon Contractor's request, Customer will provide Contractor with a copy of Customer's Property insurance policy showing coverage for property damage and liability claims. Contractor will continue to carry comprehensive general liability and property damage insurance to protect the Contractor. Customer will be responsible for losses which occur during construction not covered by Contractor's insurance, including any deductible.
11. **MATERIALS.** For those materials which the Contractor provides, Contractor has the right in its sole discretion to substitute and replace materials or fixtures with other materials or fixtures provided the substituted materials or fixtures are of similar quality and are acceptable under the applicable building code. Customer will not be notified of substitutions unless the materials were specifically specified by Customer in an agreed upon Change Order, or the substitution will affect the exterior appearance of the Work. Contractor will have the sole authority to select all sources and suppliers of materials. If Customer provides any materials, Customer warrants and represents to Contractor that the materials are of good quality and meet all requirements of Minnesota Statutes, building codes, local ordinances, and any other governmental regulations. Customer shall be solely responsible for, and agrees to promptly pay for, all materials which it provides in connection with Contractor's performance of this Agreement. Customer agrees to provide proof of lien waiver by the supplier of such materials. In the case that Customer is responsible for providing the materials for completion of the Work, Contractor shall have no obligation for the liabilities associated with the materials, and Customer agrees to indemnify and hold harmless the Contractor for any liabilities, claims, liens, or costs associated with such materials. Anytime you are required to pay Contractor for materials and work to date in order to terminate this Agreement, payment for materials shall include materials which are ordered by Contractor specifically for the Work and which are not returnable by Contractor without charge to Contractor. All unused materials after the completion of the Work are the property of Contractor and are not to be used or disposed of by Customer.
12. **USE OF DUMPSTER.** While Contractor shall consult with Customer regarding the best location to place a dumpster on the Property, Customer acknowledges and agrees that Contractor may place a dumpster on the Property for collection of construction waste materials (the "Dumpster") in any location on the Property that Contractor chooses in its sole and absolute discretion. Customer agrees that Customer and

Customer's family, friends, or guests will not place any materials in the Dumpster whatsoever or otherwise interfere with, enter into or move the Dumpster. Customer waives all claims against Contractor (and agrees to indemnify, defend and hold Contractor harmless) for property damage or injuries or other damages that Customer or any number of Customer's family, friends, or guests may suffer as a result of the Dumpster. Should Customer or any member of Customer's family, friends, or guests place any materials in the Dumpster, Customer agrees that it shall be responsible for any increased costs associated with such actions and the increased cost shall be due at the time it is incurred.

13. **WAIVER REGARDING ICE DAMS.** Customer is solely responsible to maintain roof drainage on its Property in all weather conditions. Customer acknowledges and agrees that due to melting snow and ice on its roof, ice dams may occur which could cause considerable Property damage. It is important that Customer monitor the build-up of snow and ice on Customer's roof and maintain Customer's roof to prevent damage. Under no circumstance does Contractor make any warranty or representation to Customer that ice dams or ice build-up will not occur. Customer acknowledges and agrees that Contractor shall not be responsible or liable for any damage Customer incurs as a result of ice build-up or ice dams occurring on Customer's Property.
14. **SUBCONTRACTORS.** Contractor may use subcontractors and suppliers to complete the Work. Subcontractors will be chosen by the Contractor only. Customer agrees not to hire any of Contractor's subcontractors or suppliers to do any work or supply any materials, except upon written agreement signed by the Contractor. Customer agrees not to interfere with, discuss with, interrupt or provide instructions to any contractor or subcontractor working on the Property. If you have an objection to a contractor or subcontractor or the work they are performing, you must contact Contractor. Contractor will then consider your objection, but will not have any obligation to remove or replace the contractor or subcontractor based solely upon your objection.
15. **WAIVER FOR DEFECTS/LIMITATION OF WARRANTIES/WAIVER REGARDING TREES AND SHRUBS.** Customer agrees that Contractor is not liable for losses, injuries or damages caused by any failure or defect in any door, lock or window installed on the Property. Customer acknowledges and agrees that with regard to any such items, including but not limited to, the burglar alarm, smoke detector, carbon monoxide detector, gas meter, water meter, or deadbolts, the Customer shall be entitled only to assignment by Contractor of the warranties provided by the manufacturer of such item, provided that such warranty may be assigned to Customer by Contractor. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE WARRANTIES UNDER THIS SECTION ARE LIMITED TO THOSE WARRANTIES PROVIDED BY THE MANUFACTURER. CONTRACTOR DOES NOT MAKE ANY WARRANTIES WITH REGARD TO THE QUALITY OR FITNESS OF ANY OF THE ITEMS SET FORTH IN THIS SECTION. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT CONTRACTOR HAD MADE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE WORK. CUSTOMER AGREES THAT CONTRACTOR HAS NO RESPONSIBILITY FOR THE CONDITION OF TREES, SHRUBS OR GROUND COVER. If any trees or shrubs suffer damage, become diseased or die before, during or after completion of the Work, Contractor will have no obligation to remove, treat, or replace any tree or shrub, to compensate you in any way or to reimburse any expense you may incur. Trees and shrubs which interfere with access to the construction site will be trimmed or removed at the Contractor's discretion, and any trees or shrubs that are located in areas that must be excavated, filled or graded or which interfere with drainage of the Property will be removed.
16. **WAIVER REGARDING DRIVEWAY.** Customer acknowledges and agrees that the performance of Contractor's Work may require using heavy machinery and equipment on Customer's Property, including Customer's driveway, sidewalks, and walkways. Customer shall be responsible for preparing his or her Property for the use of such dumpsters, heavy machinery and equipment. As such, Customer waives any and all claims, liabilities and/or damages against Contractor as a result of the use of such machinery, dumpsters and/or equipment on the Property by Contractor or Contractor's subcontractors, including, but not limited to damages arising from stains, markings, cracks, or other alterations. Contractor is not responsible for any damage to Customer's Property, including damage to Customer's driveway, walkway and/or sidewalk due to the placement and/or use of Contractor's machinery, dumpsters and/or equipment on the Property.
17. **WAIVER REGARDING MATERIALS.** Existing materials incorporated within your home are subject to natural variation in grains, colors and patterns due to weathering, aging, and natural wear and tear. The finished color, texture, and pattern of materials Contractor uses to complete the Work may vary considerably from the existing materials even when the materials Contractor uses are of the same type and original style, pattern, and color. While Contractor will use its best efforts to match its materials to the existing materials, Contractor makes no representations or warranties regarding the materials conformity, including, but not limited to, the finished color, uniformity, grain or pattern to the existing materials.
18. **PRE-LIEN NOTICE TO OWNER. GENERAL CONTRACTOR PRE-LIEN NOTICE TO OWNER**
(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 AGREEMENT 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.
19. **LEGAL NOTICES.** Customer acknowledges reviewing the following attached or incorporated legal notices: General Contractor Pre-Lien Notice to Owner, Building Performance Guidelines, Urea Formaldehyde Notice, Warranty Addendum, Notice of Right of Rescission (if applicable), a Lead Paint Pamphlet and Addendum (if applicable), Water Intrusion and Mold Growth Notice, and if applicable, the Notice Regarding Cancellation Rights and the Notice of Cancellation which shall be incorporated herein by reference.

20. **ACCESS TO THE PROPERTY.** Customer warrants and represents that Customer has fee title to (owns) the Property and has full right and authority to and shall grant Contractor access to the Property and authorize the Work. Customer shall, at all times provide Contractor with access to a power source on the Property at all times in order to complete the Work.
21. **DISPUTE RESOLUTION.** Except as otherwise provided herein, any claim by Customer or Contractor in any way arising out of this Agreement, any and all other agreements between Customer and Contractor and/or in any way arising out of or relating to the physical condition of the Property shall be settled by binding arbitration. Customer agrees that any arbitration and/or mediation between Customer and Contractor shall take place in St. Cloud, Minnesota, under the Construction Industry Rules of the American Arbitration Association. A request for arbitration must be filed within one (1) year of the date when the relevant facts regarding the claim were discovered or could reasonably have been discovered. In no case may any arbitration or Court action be brought after the expiration of the applicable Statute of Limitations or Statute of Repose. Contractor retains the right to file, perfect and start a lawsuit to enforce Mechanic's Lien rights. The parties agree that the Court may refer the matter to arbitration, but retain jurisdiction for enforcement of the Mechanic's Lien. If Contractor is required to retain an attorney to collect any money from Customer, Customer agrees to pay all of Contractor's attorney fees, costs and disbursements.
22. **MISCELLANEOUS.** Time is of the essence with regard to all of the terms of this Agreement. The invalidity, illegality or unenforceability of any provision, restriction, condition, reservation or any other part of this Agreement, in its entirety or as applied to particular circumstances shall not impair or affect in any manner the validity, legality, enforceability or effect of the remainder of this Agreement. Minnesota law shall govern all the terms of this Agreement. This Agreement shall not be assigned by Customer, except with Contractor's prior written consent. This Agreement may be amended only by a written instrument signed by both parties. The captions contained in this Agreement are for convenience only. Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one Agreement. The electronic signature of any party to this Agreement shall be sufficient for all purposes. **CUSTOMER AGREES THAT THIS AGREEMENT IS SUBJECT TO APPROVAL OF A CORPORATE OFFICER OF APEX CONSTRUCTION, INC., AND UPON REVIEW OF THE DETAILS OF THE AGREEMENT, INCLUDING THE PRICE, MEASUREMENTS OR ANY OTHER FACTORS, APEX CONSTRUCTION, INC. MAY DECLINE TO APPROVE THIS AGREEMENT, AND DECLARE THE AGREEMENT NULL AND VOID AT ITS OPTION, AT WHICH TIME ANY DEPOSIT MADE BY CUSTOMER WILL BE PAID IN FULL TO CUSTOMER.**

Customer

Dated this 11TH day of JULY, 2016

Customer

Pete Ziemer_____
Sales Representative

APEX CONSTRUCTION, INC.

By Pete Ziemer_____
Its OFFICER_____
License No. 20511607

6/10/16

MNPRO LLC

7529 Aldrich Ave. S.
Richfield, MN 55423
(612)978-5944
MN# BC669771

Proposal

Client: City of Lake Elmo

Location: Pumphouse located at the south end of Manning Ave North

Job: New Roof including a venting solution for the 2 double walls

Job Details:

1. Remove and haul away all current shingle applications, pipe boot, felt, and the two cap and collar/fresh air intake stacks
2. Remove current drip edge and install new drip edge to match. Client to approve the color from a swatch
3. Remove and install new cobra style ridge vent. The rigid plastic ridge vent(Cobra Style) is far superior to the rolled options.
4. Install Ice and Water Shield 6 feet up all gutter lines, through all valleys, around the 2 large vents, the pipe boot, and around the two cap and collars
5. Install new synthetic style underlayment. Synthetic underlayment is far superior to the usual 15 or even 30 pound felt.
6. Install new architectural style shingles and ridge cap. MN Pro uses Owens Corning Duration as a standard but many other choices are available at this price point. On acceptance of this proposal we will have an addendum for the exact shingle selection.
7. Remove current double venting/ fresh air intake system. We will reinstall as a single exhaust through the same extrusion with new standard cap and collar system. In addition to this we will install a new MN Standard Building Code PVC fresh air intake system that vents out through the exterior wall. See Addendum A for alternate venting plan
8. Grounds protection and cleanup including running magnets for nails
9. Permit from the City of Lake Elmo

Total cost of project \$11,890.00

Proposal submitted by:
Ryan Guttormson, CEO
MN Pro
(612)978-5944

Addendum A

Alternate fresh air intake/exhaust plan

The current double pipe system that is already in place has a cap and collar system that allows for both a fresh air intake and an exhaust system through the same excrusion. The cap and collar on the top of this system has been dented over the years. The alternate plan would be to leave the pipes in place and install a new cap and collar system similar to what is in place. MN Pro would warranty against any leaking through the new cap and collar or the flashing but not against condensation issues from the fresh air intake.

If the client opts to use the alternate fresh air intake detailed in Addendum A there will be a \$500 reduction in the contract price