



BUILDING RESTORATION CORPORATION

1920 OAKCREST AVENUE SUITE 1, ROSEVILLE, MN 55113

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

December 9th, 2021

The Mabel Tainter Theater
Attn: Lucas Chase
Interim Executive Director
205 Main Street
Menomonie, WI 54751

RE: Main Stair Limestone Replacement and Repair - The Mabel Tainter Theater

Greetings Lucas,

Thank you for contacting Building Restoration Corporation (BRC) to visit this building and review the masonry conditions at the main front stair assembly. During our initial site visit I was able to gather the required information to assemble our proposed work scope items and the associated costs to perform the work. Our proposal includes replacement of all limestone stair treads and landing stones. In order to remove and reinstall the existing limestone stairs we will be required to selectively remove certain blocks of sandstone from the sidewalls. I have also included rebuilding of the two flanking sidewalls because in their current condition they have heaved and slope back towards the building. This undesirable condition will be remedied as well. The included price page and photos will describe the entire work scope in more detail.

Thank you and if you have any questions, please call me. I can be reached at the office at 612-789-2800, direct at 612-638-1811 or by cell phone at 612-910-3867. I can also be reached by e-mail at mark@buildingrestoration.com

Sincerely,

BUILDING RESTORATION CORPORATION

Mark L. Bailey, Jr.
Project Manager / Estimator / Architectural Technician



BUILDING RESTORATION CORPORATION

1920 OAKCREST AVENUE SUITE 1, ROSEVILLE, MN 55113

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

PROPOSAL

December 9th, 2021

Submitted to: The Mabel Tainter Theater
Attn: Lucas Chase
Interim Executive Director
205 Main Street
Menomonie, WI 54751

Phone: 715-308-7412
Email: director@mabeltainter.org

Project: The Mabel Tainter Theater
205 Main Street
Menomonie, WI 54751

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



The Mabel Tainter Memorial Building

aka: The Mabel Tainter Theater
205 Main Street East, Dunn County, Menomonie, WI

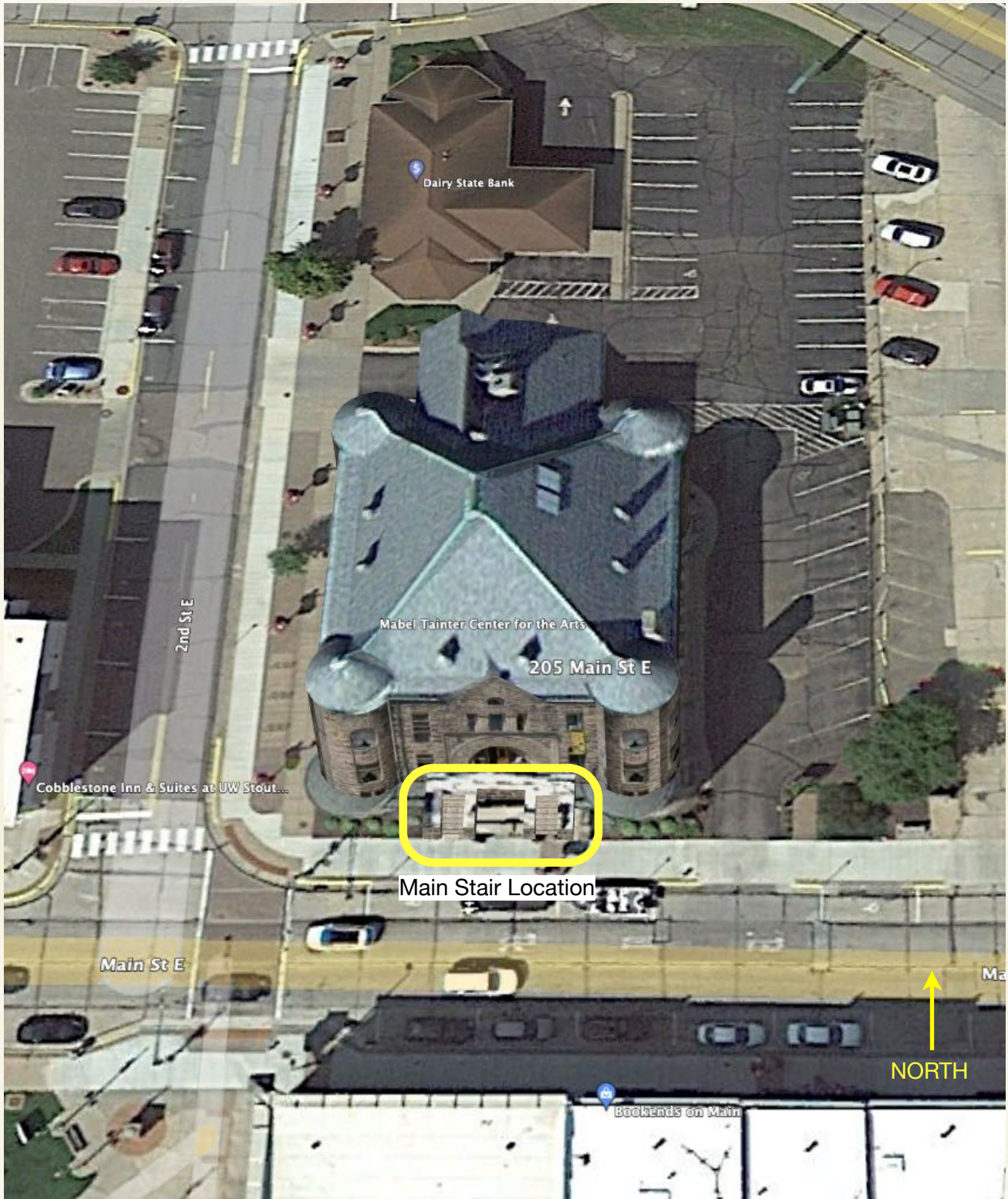
Constructed / completed in 1890

Listed on the National Register of Historic Places in 1974

Their are regulations and guidelines that we will have to adhere to in order to perform this work in such a way that we do not alter or cause damage to the existing building materials. We cannot alter the layout or deviate from the historic materiality in any way. This is of the utmost importance.

Publications and regulations that we follow:

1. The Secretary of the Interior's Standards for Rehabilitation of Historic Masonry
2. Preservation Briefs 1 & 2 - NPS U.S. Dept. of the Interior



Site Image of the Mabel Tainter Theater

The work area at the stairs is located on the south elevation along Main Street East.



At the restrooms located directly below the limestone stairs and landings we observed a significant amount of limestone droppings on the floor.

There is evidence that the undersides of the landings stones may have been coated with something in attempt to keep water out or to consolidate the deteriorating stone.

As the coating wears away it reveals that the moisture was trapped in the stone causing it to erode into sand like particles.



Here we can see severe erosion of the limestone treads that appears to be focused at the bearing locations.



The lower run of steps on the left side of the assembly is showing signs of extreme wear and tear.

Another issue we observed is that the middle landing stones are pitched back towards the building. This does not allow water to flow away from the building.

The conditions are the same on the opposite side. There is visual evidence of many past repairs and patches to these stone units.



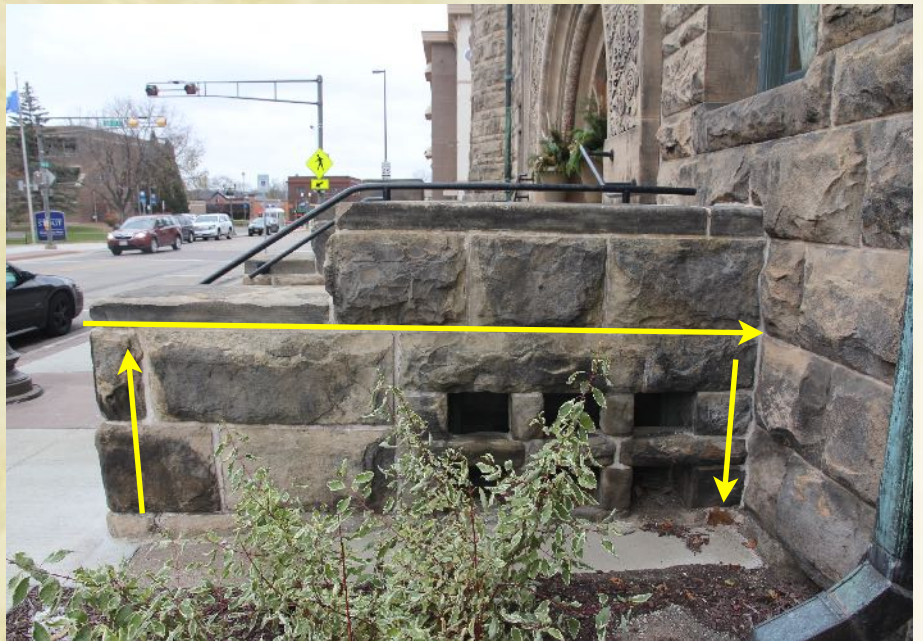
The limestone treads appear to be keyed into the sandstone sidewalls. For this reason we will be required to remove selective sandstone units in order to remove and replace the limestone treads and landings.



This intermediate landing stone slopes back to this corner. Water slowly percolates down through the assembly and into the space below.

The existing buttress walls on either side of the stairs have settled into a back pitched condition.

This condition should be corrected as part of this project.



The stones along the upper landing will also have to be removed to make way for the limestone replacement and reinstalled after the work is complete.



Here we can see the severe erosion of these limestone treads that have created an unsafe condition.

There is a significant amount of section loss at both the top and bottom sides of these stones.

The sill stones below the beautiful main entry door will be very challenging to remove and replace.

Our skilled masons will take great care to be as minimally disruptive to the adjacent building materials as possible.



Here we will need to remove the base stones from the walls in order to remove the deteriorated limestone landings.



The sandstone is called Dunnville sandstone and was sourced locally from the Menomonie community.

Because this building is protected there are many requirements and rules that will be adhered to as to not disturb or modify any of the historic masonry.

This work will not involve any repairs to the grand entrance arch or any other areas of the building.

Great care will be taken to protect these beautiful facade elements. This entrance will have to be temporarily closed for the duration of the work.



Because this stair is located along the City sidewalk we will be required to obtain the necessary permissions for the City to close and occupy the sidewalk during the work.

Pedestrian traffic will have to be redirected across the street.



In a few locations the Dunnville sandstone units have chipped, cracked or spalled.

Due to the varying levels of deterioration the repairs at these locations may involve patching with a substitute stone material OR replacement with new Dunnville stone. Replacement is the last resort. Preserving as much of the original material is the ultimate goal.

Overall this project involves replacing approx. 169 cubic feet of Indiana limestone at this stair assembly.


The landing stones weigh nearly 3,000 lbs and will require large equipment to remove and install.

All of the landings will be installed with the proper pitch away from the building.



The individual tread units weigh approx. 600 lbs. There are 14 individual treads to remove and replace.

When we make the shop drawings for the stone supplier we will design a cross section that will allow for more effective protection against water infiltration to the space below.

Item #	Mabel Tainter Theater - Front Stair Limestone Replacement and Repair	
	Attachment A - Price Page	
	Date: December 9th, 2021	

General Conditions / Work Access:		QTY	Unit	Unit Price	Total
General Conditions:	Mobilization, job set-up & insurance expense	1	Lump sum	\$ 7,450	\$ 7,450
	Street and sidewalk permits at cost	1	Allowance	2,500	2,500
	Building permits at cost	1	Allowance	2,500	2,500
	HPC review and permits at cost	1	Allowance	3,000	3,000
	Project management and administration expenses	1	Lump sum	4,100	4,100
	Full time superintendent - On site QA/QC	1	Lump sum	8,400	8,400
	Shop drawings and field measurements	1	Lump sum	1,112	1,112
	Temporary shoring and scaffolding below large landing stones	1	Lump sum	3,825	3,825
	Hoisting equipment rental expenses	1	Lump sum	4,230	4,230
	Sidewalk protection / protection of adjacent stone surfaces	1	Lump sum	2,048	2,048
	Saws, compressors, generators and misc. equipment cost	1	Lump sum	8,320	8,320
	Dumpsters or hauling of debris	1	Lump sum	1,954	1,954
	Final cleanup and demobilization	1	Lump sum	4,965	4,965
	Main Stairs - Base Bid Work Scope:		QTY	Unit	Unit Price
1	Selectively dismantle the main stair sidewalls to make way for the removal of the deteriorated limestone stair tread and landing stones. The sandstone that will be removed from the sidewalls will be catalogued and safely stored on site for reinstallation.	1	Lump sum	\$ 25,200	\$ 25,200
2	At the two side buttress walls: carefully dismantle the existing sidewall stones down to grade level. Lay stones back up to a plumb and level condition. Stone blocks will be reinstalled back to their original locations.	1	Lump sum	14,920	14,920
3	Allowance for replacement sandstone. Estimated quantity of 5 stone units.	1	Lump sum	8,950	8,950
4	Remove and dispose of the existing deteriorated limestone tread and landing stones.	1	Lump sum	10,080	10,080
5	Stabilization and repair of the limestone bearing locations and exposed foundation walls below the upper landings.	1	Lump sum	15,120	15,120
6	Material cost estimate for new Indiana limestone for the replacement treads and landing stones.	1	Lump sum	30,420	30,420
7	Installation of the new replacement Indiana limestone stair tread and landing stones. New limestone to be set in a bed of mortar and the joints will be finished with a polyurethane sealant.	1	Lump sum	55,440	55,440
8	Where the original sandstone units were removed to make way for the new limestone tread and landing installation: reinstall previously removed sandstone units back to their original locations.	1	Lump sum	30,240	30,240
Work Scope Subtotal:					\$190,370
General Conditions Subtotal:					\$54,404
A/E Design Fee Allowance:					\$12,239
15% Project Contingency:					\$36,716
BASE BID TOTAL:					\$293,729

ATTACHMENT A - PRICE PAGE CONTINUED:

Exclusions:
 Door repair or replacement, hazardous material removal or abatement, plumbing or electrical work, interior obstruction removal or replacement, roofing work, window and door replacement, interior work including interior clean up and wall repair, landscape repair, concrete work or sidewalk repair, sheet metal work, heat and cover enclosures or any work not specifically listed above.

BUILDING RESTORATION CORPORATION
 Mark L. Bailey Jr. - Project Manager / Architectural Technician
 Direct: 612-638-1811 Cell: 612-910-3867 E-mail: mark@brcusa.com



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

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

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

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

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

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

Construction Agreement

BUILDING
RESTORATION
CORPORATION



1920 OAKCREST AVENUE SUITE 1
ROSEVILLE, MN 55113
PHONE: 612-789-2800
FAX: 612-789-2875

Submitted to Buyer:

The Mabel Tainter Theater
Attn: Lucas Chase
Interim Executive Director
205 Main Street
Menomonie, WI 54751

Construction
Agreement Date:
December 9th, 2021

Work site location:

The Mabel Tainter Theater
205 Main Street
Menomonie, WI 54751

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

Please see Attachment A - Price Page dated December 9th, 2021 for a list of proposed work scope items and the associated costs for each line item.

Attachment A shall be part of this agreement.

Thank you for this opportunity. We look forward to working with you to maintain and preserve your building.

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

Two Hundred Ninety Three Thousand Seven Hundred and Twenty Nine Dollars +00/100 **\$ 293,729 - base bid**

Respectfully submitted, Building Restoration Corporation

BUYER'S AGREEMENT

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

Company

Authorized Signature

Accepted by BRC

Date

Title

Date

TERMS & CONDITIONS

1. **ACCEPTANCE** – This agreement is subject to acceptance by the Buyer within 30 days from Construction Agreement Date printed on the face of this agreement and is void thereafter at the sole option of BRC. Buyer is to sign this agreement and deliver it to BRC. A fully signed agreement will be returned to the Buyer. Any modifications to this agreement must be initialed and dated by both parties to be binding. Electronic or email confirmation of agreements must include both pages 1 & 2 of this agreement.

2. **INSURANCE** – BRC carries insurance in the following amounts:

a. Workers Compensation Statutory Coverage 100/500/100K

b. Comprehensive General Liability & Broad form Coverage:

(1) Bodily Injury	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
(2) Property Damage	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate

c. Comprehensive Automobile Liability:

Combined Single Limit \$1,000,000/Aggregate \$2,000,000

d. Commercial Umbrella Liability

Total Aggregate Limit \$9,000,000

3. **WARRANTY** – BRC warrants its completed work only in accordance with BRC's separate Guarantee Certificate.

4. **MATERIALS FURNISHED BY THE BUYER** – BRC shall not be responsible for ordering, unloading, storage or guarantee of the durability of any materials that are owned, purchased or furnished by the Buyer. Buyer understands that BRC is not responsible to guarantee performance of any existing building materials owned by Buyer and not replaced with new.

5. **BUYER'S RESPONSIBILITIES** – It will be the responsibility of the Buyer to clear out or remove all vehicles, stored materials, etc., to permit BRC complete and free access for its equipment, aerial lifts, scaffolding and swing stages to access the building surfaces so that all of the project area upon which BRC is to perform its work is to be ready and available. This may include permission and access from neighboring properties for their rooftops which Buyer warrants shall be provided. Buyer shall furnish at its expense such legal descriptions or survey services, if necessary, to obtain required government approvals and permits as needed for the project. The Buyer shall designate a person who shall be fully acquainted with the scope of the work, has authority to render decisions promptly, and furnish information expeditiously and approve changes in the scope of the work, etc.

6. **SCHEDULE** – The Buyer and BRC shall develop a schedule and the Buyer shall be responsible for making prompt selections and decisions to maintain the approved schedule. Once approved by BRC, the schedule shall not be shortened without BRC's consent. If project is behind schedule due to Buyer's or Architect's action or inaction, or due to Buyer's failure to make timely payments under this agreement, or due to governmental agency having delayed approval of permits, material samples, color schedules or shop drawings, or due to strikes, lockouts, acts of God, said lost time shall be added to BRC's scheduled date of completion without penalty. Buyer shall be liable for all costs incurred by BRC as a result of such delays and shall promptly reimburse BRC for all costs incurred including incidental and consequential damages. Time extensions shall also be granted by Buyer for the performance of extra or Change Order work as requested by BRC.

7. **PAYMENT TERMS** – BRC shall provide Buyer with monthly progress invoices. Buyer shall deliver to BRC's office by the 15th of the following month net cash payment for 100% of the invoiced amount without retainage. Any balances due that remain unpaid shall accrue interest at the rate of 1% per month, which shall be promptly paid by Buyer to BRC's office. BRC shall not be required to pick up checks from Buyer. These payment terms may be modified by supplemental terms if they are printed on page 1 of this agreement. BRC shall have the right, but not the obligation, to stop work or keep the worksite idle in the event payment is not made to BRC as required.

8. **FINAL PAYMENT** shall be delivered to BRC's office within 15 days of the date of BRC's final invoice. Final payment by Buyer waives all of Buyer's claims against BRC except warranty claims.

9. **ATTORNEY'S FEES AND VENUE** – In the event of default of this agreement, Buyer agrees to pay all costs and expenses of collection and enforcement of the terms of this agreement incurred by BRC, including court costs and all reasonable attorney's fees. Any disputes between the parties shall be venued exclusively in the State or federal courts of Minnesota.

10. **OVERTIME** – The contract price (Page 1 or the itemized costs) were determined on the basis of crews working at straight time during a normal 40 hour work week. No forced overtime will be worked unless BRC is ordered to do so by the Buyer in writing which shall also provide for the payment by Buyer of the additional costs for workers overtime premium pay, plus applicable insurance, payroll taxes, reasonable overhead and profit.

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

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

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

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

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

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

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

18. **PRE-LIEN NOTICE** “(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.”



BUILDING RESTORATION CORPORATION

is a proud member of



Associated Builders & Contractors, Inc.

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952-941-8693
www.abc.org



Greater St. Paul BOMA

332 Minnesota Street,
Ste. W2950
St. Paul, MN 55101
651-291-8888
www.bomasaintpaul.org



Minnesota Builders Exchange

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



Greater Minneapolis BOMA

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



Community Associations Institute

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



MCMCA - Minnesota Concrete & Masonry Contractors

1711 West County Road B
Suite 207 South
Roseville, MN 55113
www.mcmca.com



Institute of Real Estate Management

4248 Park Glen Rd.
Minneapolis, MN 55416
952-928-4664
www.irem.org



National Federation of Independent Business

380 Jackson Street #780
St. Paul, MN 55101
800-634-2669
www.nfib.com



National Trust for Historic Preservation

2600 Virginia Avenue NW Ste. 1100
Washington, DC 20037
202-588-6000
www.savingplaces.org



International Concrete Repair Institute

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



Hennepin History Museum

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



Preservation Alliance of Minnesota

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



Ramsey County Historical Society

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



Minnesota Historical Society

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