

**HASTINGS ECONOMIC DEVELOPMENT AND REDEVELOPMENT AUTHORITY
FAÇADE IMPROVEMENT PROGRAM APPLICATION**

SECTION 1: PROPERTY CONTACT INFORMATION

Legal Name of Property Owner: _____

Legal Name of Business Owner (if applicable): _____

Name of Business in operation if commercial property: _____

Project Site Address: _____

City / State / Zip: _____

Primary Application Contact Person(s): _____

Property Owner Phone: _____

Property Owner Email: _____

Business Owner Phone (if applicable): _____

Business Owner Email (if applicable): _____

SECTION 2: CONTRACTOR INFORMATION

Name of Company: _____

Company Address: _____

City / State / Zip: _____

Primary Contact Person(s): _____

Phone: _____

Email: _____

SECTION 3: PROJECT OVERVIEW

Amount Requested: \$ _____

Labor: \$ _____

Materials: \$ _____

Other (attach description) \$ _____

Total Costs \$ _____

SECTION 4: PROJECT DESCRIPTION

Please provide a brief summary of the proposed project.

Please describe how these funds will impact your project.

SECTION 5: AGREEMENT

I/We certify that all information provided in this application (and its attachments) is true and correct to the best of my/our knowledge. I/We agree to provide any addition information as may be requested by the City of Hastings and HEDRA.

APPLICATION SIGNATURE: Barbara Hollenbeck

PRINTED NAME & TITLE: _____

DATE: _____

SECTION 6: NOTICES OF DATA PRACTICES

Notice of Data Practices

THE MINNESOTA DATA PRACTICES ACT requires that we inform you of your rights about the private data we are requesting on this form. Private data is available to you, but not to the public. We are requesting this data to determine your eligibility for a permit from the City of Hastings. Providing the data may disclose information that could cause your application to be denied. You are not legally required to provide the data; however, refusing supply the data may cause your permit not to be processed. Under MS 270.72, the City of Hastings is required to provide the Minnesota Department of Revenue your MN Tax ID Number or Social Security Number. This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties, or interest. The Department of Revenue may supply information to the Internal Revenue Service. In addition, this data can be shared by Hastings City Staff, the State of Minnesota Driver License Section, Dakota County Auditor, Bureau of Criminal Apprehension, and Dakota County Warrant Office. Your signature on this application indicates you understand these rights. Your residence address and telephone number will be considered public data unless you request this information to be private and provide an alternate address and telephone number. Please sign below to indicate you have read this notice:

Signature Barbara Hollenbeck Date 4-3-2022

I request that my residence address and telephone number be considered private data. My alternative business address and telephone number are as follows:

Address 212 2nd St E Hastings, MN 55033

Phone Number 651-795-9809



842 Vandalia Street
St. Paul, MN 55114

o (612) 623 8018
f (612) 623 8012
w acmetuckpointing.com

March 29, 2022

Dear Barb Hollenbeck:

Thank you for the opportunity to provide you a proposal for this work. Acme Tuckpointing & Restoration proposes the following masonry repairs to be completed on the properties located at 209 and 219 Sibley Street in Hastings, MN.

Masonry Repairs

- 209 Sibley
 - Spot tuckpointing of 100SF of deteriorated mortar joints where parging or sealant has been used as a replacement material.
 - Allowance to rebuild 30SF of deteriorated brick and replace an additional 50 individual brick with new closely matching brick.
 - Acme to remove downspout and re-install upon completion.
 - Power company will need to de-energize power at the pole in order for Acme to complete masonry repairs. Per OSHA standards no work can occur within 10' of live power lines. Typically this is a free service but any fees or costs will be beared by owner.
 - Pricing does not include repainting upon completion of repairs.

Lump Sum Base Bid: \$14,800.00

- 219 Sibley
 - 100% tuckpoint 3' at top of wall.
 - Allowance to replace 150 individual brick with new closely matching.
 - Allowance to tuckpoint an additional 40SF of deteriorated mortar joints with new closely matching mortar.
 - Install new sealant at vertical joint connecting adjacent buildings.
- All work to be performed using aerial lift and scaffold as necessary.

Lump Sum Base Bid: \$18,500.00

Exclusions - Bonds, permits, testing, shoring, flashings, reglets, roofing, handling of hazardous materials, overtime, custom brick shapes and colors, movement of existing utilities, and painting.

All debris that accumulates will be cleaned up and the premises left in a neat and orderly condition. All power tools, equipment, insurance, labor and materials to be supplied by Acme Tuckpointing & Restoration.

Please contact me at 517-490-1101 if you have any questions or requests. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Claude S. Gulley IV".

Claude S. Gulley IV
Project Manager

Accepted By:

Date:

Contract Amount:

209 Sibley Street



Repair Notes

- Majority of brick replacement to occur within yellow outline.
- Blue arrow represents a typical where sealant is to be removed and tuckpointed with mortar.

219 Sibley Street



Repair Notes

- 100% tuckpointing within yellow outline. Brick replacement will occur utilizing allowance provided where brick are missing or faces pop off during tuckpointing.
- Blue arrow represents a typical area where brick replacement is required.

Terms & Conditions

Building Access

Customer shall provide unrestricted access to the building and all building elevations during normal working hours, Monday thru Friday (excludes overtime). The use of neighboring properties, i.e., roofs or grounds, may be necessary to gain access to specific building elevations and customer warrants this use will be possible. Any costs related to such access will be borne by the customer.

Our Responsibilities

- To protect persons and property that may be affected by our work in a commercially reasonable manner. This includes protection of areas or portions of the building where damage may occur.
- Erection of temporary protective covers over pedestrian walkways, vehicle entries/exits and building entrances.
- Prevention of dust, debris, mortar and/or chemical cleaning solutions from coming into contact with pedestrians and vehicles.
- To prevent damage to roof areas or grounds from work area staging or aerial lift usage by providing ground protection other than in the ordinary course of completing the work.
- To legally dispose of all trash, debris, and construction materials and in a manner that does not damage or disturb landscaping.
- Comply, in all material respects, with all OSHA regulations.
- To document, as reasonably possible, by written or photograph means, the site and building conditions before any work begins.
- Prompt notification of any dangerous or life-threatening conditions that become apparent during the course of work.
- Securing all regulatory permits as necessary to complete the work.
- The nature of this work can cause unique problems related to the complete protection of interior surfaces from water, chemical, or dust migration. We will make all commercially reasonable efforts to protect interiors and adjacent surfaces from these occurrences but will not be held responsible for any damages that may result beyond the realm of our normal means of protection.

Customer Responsibilities

- To provide water, electricity and other utilities as needed including any special electrical wiring and/or circuitry necessary for the setup and operation of electric swing staging.
- The presence of high voltage power lines are an important concern when this work is being performed. This requires that all power lines near work areas be properly insulated or disabled to provide a safe work area. In such instances the utility company will be contacted by us for proper line dismantling or removal. Any resulting charges to provide the necessary arrangements will be borne by the customer.
- To notify us, prior to any work beginning, of the location of any underground utilities that may be vulnerable to damage from the work and use of aerial lift equipment, i.e. irrigation lines, sprinkler system or heads, underground facilities.
- To notify building occupants of work that is to occur and of any necessary special requirements of them, i.e., closing of windows, moving of vehicles, use of specific entrances, etc.
- Necessary permits as stated in the proposal.
- Notification, removal or disposal of all hazardous materials other than as used by us in the work.
- Providing accommodations for cold weather conditions.
- Replacement brick - Pricing includes stock brick. If replacement brick requires modifications to match existing brick, customer bears such costs unless otherwise provided in the proposal.
- Damage/loss/failures to building components exposed during our work will not be the responsibility of us or our employees, contractors and agents. We are not responsible for damages, including but not limited to direct, indirect, consequential, punitive, incidental or otherwise, except as specifically provided in this Contract or these Terms and Conditions and only to the extent directly caused by us or our employees/contractors. Customer must notify us in writing within 30 days of when any claim arises. The Customer will indemnify and defend us for and hold us harmless from any loss, damage or expense that we or our employees/contractors suffer outside of completing the Scope of the Work at the Customer's worksite, including but not limited to reasonable legal fees, other than that caused by us or our employees/contractors, and including such losses, damages and expenses caused by Customer's negligence or willful conduct.

Insurance

If requested by the customer, an insurance certificate detailing both liability and workmen's compensation coverages, will be furnished before work begins.

Payment Terms

- Payment terms are net 10 day on all progress & completed invoices. Interest in the amount of 1.5% per month will be charged on all past due invoices. Customer will be responsible for all taxes other than as provided the proposal or Contract. We reserve the right to suspend work for nonpayment of our progress invoices as provided in the Contract.

Lien Waivers

- If requested in writing, we will provide lien waivers upon final payment of the entire Contract price.

Warranties

All work meets the material standards established by the Brick Industry Association. All workmanship is warranted against defect for a period of one (1) year from job completion. We will repair and replace any defective, incomplete or improper work performed by us under the Contract to the extent Customer provides notice as provided herein and in accordance with the terms hereof. The above is the exclusive warranty to the customer and there are no other express or implied warranties of any type or kind provided to the customer, including any warranties regarding mold, mildew or other similar substances, or any IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Miscellaneous

These Terms and Conditions along with the Contract constitute the entire agreement of the parties. No representations, warranties, statements or other communication between the parties shall be part of the agreement between the parties except as specifically provided in the Contractor and these Terms and Conditions. No waiver, alternation or modification of the Terms and Conditions will be valid and binding unless signed by us and the Customer. The parties agree that the Contract shall be governed by Minnesota law and subject to jurisdiction in the state and Federal courts in the state in which the Scope of Work is performed. These Terms and Conditions are incorporated into the Contract.

Acme Tuckpointing & Restoration Company is a Small Business Enterprise (SBE).