



2995 Winners Circle Drive, Suite 200
Shakopee, MN 55379
OFFICES IN MINNESOTA, NORTH DAKOTA & IOWA
888-742-6837
GreystoneConstruction.com

Proposal

Date: April 15, 2022

Work Submitted To:		Work To Be Performed At:	
Client Name	Shakopee Parks and Rec	Job Name	Shakopee Community Center Meeting Room Remodel
Street	1225 Fuller Street S	Street	1225 Fuller Street S
City/State	Shakopee, MN	City/State	Shakopee, MN
Phone Number	952-452-1707	Date of Plans	3/21/2022
Contact	Troy Ciernia	Architect	292 Design Group
E-mail	tciernia@shakopeemn.gov		

Meeting Room Remodel:

Remove necessary walls and ceiling for added structural support required for new folding partition wall
Remove existing CPT flooring and vinyl base
Remove existing drinking fountain
Remove portion for HM storefront system for new HM door
Supply and install structural support columns and beam for new folding partition wall
Supply and install new walls around folding partition pocket cavity
Supply and install new folding partition wall
Supply and install new wall dividing meeting room 235D and 235E
Patch ACT grid and tile as needed for new wall and partition wall
Supply and install new HM frame and wood door with full lite into existing HM storefront system
Supply and install new plam cabinetry w/ solid surface countertop (assumes pricing for standard color options) 235D & 235E
Supply and install new sink for cabinetry in room 235E
Relocate existing fire suppression, lighting and HVAC supply/returns in ceiling as needed for new layout
Paint plan east wall in 235D and 235E only. Touch up paint with client supplied paint for north wall.
Supply and install full height rigid vinyl corner guards at all outside corners for new walls added during construction
Supply and install new LVP flooring and vinyl base for rooms 235D and 235E. Flooring transition between 235A and 235D
Assumes flooring to match workout room is available and in stock
MEP modification per plans dated 3/21/22
Final construction cleaning of work area
Building permit allowance included
Includes all dumpsters, temporary barricades and carpet protector for construction
Does not include card reader access for new door at 235E

Total Project Cost: \$133,620.00

Exclusions:

- | | | |
|---|-------------------------------------|-----------------------------------|
| - Engineering/architectural design | - Unforeseen below grade conditions | - Irrigation |
| - Private locates | - Hazardous materials | - Security equipment |
| - Overtime/double time/weekend work | - Winter conditions | - Material testing - unless noted |
| - Work figured during normal business hrs M-F | - Signage | - Special inspections |

Respectfully submitted by: **Greystone Construction Company**

Project Manager - Facility Solutions

Missy Nelsen - mnelsen@greystoneconstruction.com

This proposal may be withdrawn by Greystone Construction Company if not accepted within 15 days.

Upon acceptance of this Proposal, all notations as stated above shall be incorporated as part of the contract documents unless otherwise noted.

The attached Terms of Agreement¹ are part of this proposal

Equal Opportunity Employer/Contractor

TERMS OF AGREEMENT

1. **The Work.** Contractor agrees to perform, and Owner agrees to accept, the work described per the attached Proposal.
2. **Contract Price.** Owner agrees to pay to Contractor for the Work in the sum identified in the attached Proposal.
3. **Payment Terms.** Invoice upon Completion, Due Net 30 Days, No Retainage. Payment due but unpaid shall bear interest at the legal rate.
4. **Insurance.** Contractor shall secure and maintain insurance policies and limits per the attached sample insurance certificate. Owner shall secure, name contractor as additional insured, and maintain policies of property (builder's risk) and general liability insurance which include coverage for the Work. The parties waive all rights against each other and any of their agents and employees for damages caused by the other to the extent such damages are covered by any of the insurance policies required herein. Prior to the commencement of the Work, each party shall deliver to the other certificates of insurance evidencing the existence of the required insurance.
5. **Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
6. **Covenant/Completion of the Work.** Contractor shall complete the Work per the schedule outlines. If the progress of the Work is delayed by inclement weather, delays in delivery of materials, acts of God or other casualties or causes beyond Contractor's control, then the time to commence and/or complete the Work herein shall be extended accordingly along with applicable damages, if any.
7. **Indemnification.** Contractor, shall indemnify and hold harmless the Owner, its agents and employees, from and against any claims, damages, losses and expenses, arising out of or resulting from the performance of the Work, but only to the extent caused solely by the negligent acts or omissions of Contractor, its subcontractors, anyone directly or indirectly employed by Contractor.

Owner agrees to indemnify and hold harmless the Contractor and Design Consultants, and all Subcontractors and Subsubcontractors of Contractor, harmless from all claims for bodily injury, property damage to the extent that such claims are caused by a negligent act or omission of the Owner, its subcontractors, anyone directly or indirectly employed by the Owner and arise from the Owner's operations under this Agreement.
8. **Warranty.** The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all Work will be of good quality, free from improper workmanship, and defective materials, and in conformance with the Drawings and Specifications. The Contractor agrees to correct all Work performed by it under this Agreement which proves to be defective in material and workmanship within a period of one year from the Date of Substantial Completion. The giving of the warranty in this Section shall not be construed to limit or modify any other legal rights or remedies of the Owner, but shall be in addition to such rights and remedies.
9. **Permits.** Party responsible to obtain and pay for the building permit and any other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work will be per the attached Proposal.
10. **Condition of Site.** Owner shall provide Contractor with information regarding the condition of the site prior to commencement of construction, including surveys, soils reports and information regarding underground utilities, tanks or other buried equipment or obstructions. Contractor shall not be responsible for damage to known or not known
11. **Existing Conditions.** When bound by existing conditions for any work consisting of "replacement in kind" the contractor endeavors to achieve such results with commercially available materials, but does not guarantee exact replication nor warrant that the replacement will meet current codes.



12. **Environmental Hazards.** Owner is responsible to notify contractor of any known environmental hazards. Owner is responsible for damages and delays for abatement of any known or unknown environmental hazards uncovered during construction.
13. **Use of Site.** Owner shall provide Contractor with open access to the site for purposes of performing the Work.
14. **Clean Up.** Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
15. **Governing Law.** These Terms of Agreement shall be governed by the laws of the place where this project is located.
16. **Market and Pandemic Provisions.** Pricing is based on current market conditions and does not include future tariffs, surcharges, price escalation, or fees. (i.e., many wholesalers and manufacturers are not committing to pre-determined pricing for pre-ordered materials. These materials are priced at the time of the delivery.) Due to extremely volatile markets, pricing shall be re-evaluated at time of procurement and/or delivery. Any savings or additional cost would be communicated with Owner prior to procurement and/or delivery. Price increases will be assigned as contingency. Unless Greystone specifically outlines a contingency value in our proposal or scope of work, it is recommended that the Owner carry a contingency. Construction schedule may be affected by material shortages or lead times beyond our control. Any shortages or lead time issues will be communicated with the owner. Evaluation of alternatives will be reviewed, and the contract schedule or costs may be adjusted accordingly. Pandemic protocols enacted by the owner's requirements or federal/state/local jurisdictions following the execution of the construction contract may result in additional costs and schedule extensions to the contract. These may include but not limited to: employee testing, travel time for testing, temporary enclosures/facilities to isolate work forces, staffing shortages and subcontractor reselection if the current subcontractor cannot staff the project due to labor shortages as a result of newly enacted protocols.
17. **Notice of Lien Rights.** Pursuant to Minn. Stat. § 514.011, if construction on non-commercial building or commercial building of 5000 square feet or less Contractor provides the following 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 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.
18. **Entire Agreement.** Terms of Agreement, together with the Proposal constitute the entire Agreement between the Contractor and the Owner with respect to the Work. The Agreement may be amended or modified only in writing and signed by both of the parties. Acceptance of unmodified Agreement is triggered upon the earliest of the following: 1) issuance of an owner PO; 2) notice to proceed; 3) start of the Work.

OWNER:

By: _____
Title: _____
Date: _____

CONTRACTOR:

Greystone Construction Company

By: _____
Title: _____
Date: _____