



Request for City Council Committee Action From the Department of Convention Center

Date: March 30, 2015
To: Honorable John Quincy, Chair Ways & Means Committee
Subject: **Official Publication No. 7885 - Contract Increase for contract close-out, Empirehouse, Inc. (C-38165)**

Recommendation:

We wish to increase contract C-38165 with Empirehouse, Inc. by \$40,039.23 for a new total of \$329,039.23 to allow for close out and final payment.

Background/Supporting Information;

All change orders are for the Visitor Information Center at the Minneapolis Convention Center

- Change Order 1 – \$11,925 for change of counter top glass, add glass for TV Niche & Mezz Level**
- Change Order 2 – (\$825) deletion of glass at elevator**
- Change Order 3 – \$25,650 for added material and installation in bar area**
- Change Order 4 – \$265 for adding 2 stainless steel strike plates at Level 1 doors**
- Change Order 5 – \$1,500 to remove and replace glass at roof area for ventilation/exhaust**
- Change Order 6 – \$681.68 for 4” stainless steel bases at 4 column locations**
- Change Order 7 – \$842.55 for stainless steel trim around elevator doors**

The original contract amount was \$289,000. The total cost of the change order is \$40,039.23 for a new contract total of \$329,039.23. **The change orders are attached for reference.**

This Action represents the total of all invoices necessary to close-out this contract and make final payment.

Department Information

Prepared by: Lane Carlson, Manager, MCC Facilities Services Approved by: Jeff Johnson, MCC Executive Director Presenter in Committee: Jeff Johnson
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<p>Financial Impact (Check those that apply)</p> <p><input type="checkbox"/> No financial impact - or - Action is within current department budget. (If checked, go directly to Background/Supporting Information)</p> <p><input type="checkbox"/> Action requires an appropriation increase to the Capital Budget</p> <p><input type="checkbox"/> Action requires an appropriation increase to the Operating Budget</p> <p><input type="checkbox"/> Action provides increased revenue for appropriation increase</p> <p><input type="checkbox"/> Action requires use of contingency or reserves</p> <p><input checked="" type="checkbox"/> Other financial impact (Explain): Action is within Budget</p> <p><input type="checkbox"/> Request provided to the Budget Office when provided to the Committee Coordinator</p>

cc: L. Carlson
B. Ericson

Casper, Kristy

From: Phillips, Dustin
Sent: Friday, December 05, 2014 8:00 AM
To: Casper, Kristy
Cc: Tom Meisinger; Dan Dufeck; James Bringle
Subject: MCC-VIC: Final CO

Kristy,

Please issue a COR to the City to add \$1,500 to Empirehouse's contract.

Deduct \$750 from both KMH's and Meisinger's contract.

Description: Remove and replace glass at roof area for ventilation/exhaust. This was agreed to at the start of the project and costs are now finalized.

Thanks!

Dustin Phillips | Project Manager | LEED Green Associate
dustin.phillips@krausanderson.com | direct 763.792.3614 | cell 612.419.9563

Kraus-Anderson Construction Company | 8625 Rendova Street NE | Circle Pines, MN 55014
main 763.786.7711 | www.krausanderson.com

OK


 Please consider the environment before printing this email.



PROPOSAL SUBMITTED TO:

Kraus Anderson (Midwest Division)
8625 Rendova Street North East
PO Box 158
Circle Pines, MN 55014

ATTN: Dustin Phillips

PHONE: (763) 786-7711

FAX: (763) 786-2650

JOB NAME: MCC Visitor Information Center

JOB LOCATION: Minneapolis, MN

DATE: April 23, 2014

We propose to furnish and install:

Change Order # 003

PCO No. 003 Item #3 Change glass on counter top from 3/8" to 1/2" glass

PLEASE SIGN AND RETURN A.S.A.P.

(Change Order work will not proceed until a signed copy has been received by EMPIREHOUSE, INC.)

FOR THE SUM OF: SEVEN HUNDRED NINETY-FIVE & 00/100 DOLLARS

\$795.00

TERMS: Net cash 30 days, no
retainage allowed

F.O.B.: Jobsite

SALES TAX: Included

This proposal is subject to the Terms & Conditions on page 2 of this proposal.

Since 1950

5200 Quincy Street Mounds View, MN 55112

Phone: 763.535.1150 Fax: 763.535.9151

www.empirehouse.com



Terms and conditions: Acceptance of this proposal by Customer will be acceptance of all terms and conditions as follows, and will supersede any conflicting term in any other contract document. Any of the Customer's terms and conditions in addition or different from this proposal are objected to and will have no effect. Customer's agreement will be evidenced by Customer's signature permitting Empirehouse, Inc. to commence work for project. Any purchase order or contract arising from acceptance of this proposal is subject to final review and acceptance by Empirehouse, Inc.

1. Acceptance Conditions: Quotes provided by Empirehouse, Inc. are valid for a period of thirty days from the date of the proposal. Changes in the price of materials greater than 5% between the date of the proposal and the date of the installation will warrant an equitable adjustment in the subcontract amount.

2. Extension of Credit: All orders and contracts are subject to credit approval by Empirehouse, Inc. and will be provided with the legal description of the property, the name, address and representative of the project owner, evidence of adequate and proper owner project financing, and a copy of the Customer's payment bond for the project. The Customer shall promptly notify Empirehouse, Inc. of any changes in the project owner's identity and financial status. Empirehouse, Inc. will not be obligated to commence or continue Work in absence of adequate assurances of payment.

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9. Hours: Work is to be performed during Empirehouse, Inc.'s regular working hours. All work performed outside of such hours will be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.

10. Warranties: All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy will be that Empirehouse, Inc. will replace or repair any part of its work which is found to be defective. Empirehouse, Inc. will not be responsible for special, incidental, or consequential damages. Empirehouse, Inc. will not be responsible for damage to its work by other parties or for improper use of equipment by others. NO WARRANTY IS GIVEN FOR THE BREAKAGE OF THE GLASS. Nothing in the above will be deemed to apply to work that has been abused or neglected by the Owner.

11. Hold Harmless and Insurance restrictions: Any indemnification or hold harmless obligation of Empirehouse, Inc. extends only to the claims relating to bodily injury and property damage, and then only to that part of any claim caused by the negligence or intentional act of Empirehouse, Inc. its subcontractors, their employees, or others for whose acts they may be liable. Empirehouse, Inc. will not have a duty to defend. This does not restrict obligations of Empirehouse, Inc., if any, to indemnify the Customer against intellectual property infringement claims or against claims for payment for work for which Empirehouse, Inc. has been paid. Empirehouse is not required to name additional insureds to its general liability insurance policy, or to waive subrogation for claims covered by worker's compensation or commercial general liability insurance. Empirehouse, Inc. will maintain insurance with coverage and limits only as provided by its existing insurance program as shown on its certificate of insurance available on request. If available, before commencement of work, Empirehouse, Inc. may be required to provide, at the Customer's expense, an Owners & Contractors Protective Liability Policy (CG 00 09) naming Customer, project owner, and such others as the Customer may designate as insureds, with limits of liability equal to the limits of the primary general liability policy required to be maintained by Empirehouse, Inc. All such named insureds waive all claims and rights of subrogation they may have against Empirehouse, Inc. for losses and claims covered by the said Owners & Contractors Protective Liability Policy, which will provide for such waivers of subrogation by endorsement. The Customer will, if the project owner does not purchase and maintain all risk insurance upon the full value of the work performed, materials delivered to the jobsite, materials stored at a temporary storage location away from the site, and materials in transit, which will include the interest of Empirehouse, Inc. Empirehouse, Inc. will not participate in consolidated insurance programs (CIP).

12. Damages: The Customer will make no demand for liquidated damages or actual damages for delays in excess of the amount paid by the Customer for unexcused delays caused directly by Empirehouse, Inc. The Customer specifically waives all claims for special, incidental, or consequential damages it may have against Empirehouse, Inc.

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15. Choices of Law: It is the intention of the parties to this Agreement that this Agreement, and the performance under this Agreement, and all suits and special proceedings under this Agreement, are construed in accordance with and under and pursuant to the laws of the State of Minnesota, and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Minnesota will be applicable and will govern to the exclusion of the law of any other forum. The parties also acknowledge and agree that this Agreement was made and entered into the State of Minnesota. The parties to this agreement further acknowledge that any legal action brought to enforce or interpret the terms of this Agreement will be brought in the Circuit Court of Ramsey County, Minnesota, and both parties further acknowledge that jurisdiction and venue properly lie in such Court.

The undersigned accepts the terms and conditions contained herein and agrees to incorporate same into any contract arising from this proposal.

Job Name: MCC Visitor Information Center

EMPIREHOUSE, INC.

Change Order # 003

THIS PROPOSAL ACCEPTED BY:

Sign: _____

Estimator: James Bringle

For: _____ Date: _____

Date: 04-23-2014



PROPOSAL SUBMITTED TO:

Kraus Anderson (Midwest Division)
8625 Rendova Street North East
PO Box 158
Circle Pines, MN 55014

ATTN: Dustin Phillips

PHONE: (763) 786-7711

FAX: (763) 786-2650

JOB NAME: MCC Visitor Information Center

JOB LOCATION: Minneapolis, MN

DATE: April 23, 2014

We propose to furnish and install:

Change Order # 004

PCO No. 003 Item #4 Add glass for TV Niche

PLEASE SIGN AND RETURN A.S.A.P.

(Change Order work will not proceed until a signed copy has been received by EMPIREHOUSE, INC.)

FOR THE SUM OF: SIX THOUSAND FOUR HUNDRED SIXTY-FIVE & 00/100 DOLLARS

\$6,465.00

TERMS: Net cash 30 days, no
retainage allowed

F.O.B.: Jobsite

SALES TAX: Included

This proposal is subject to the Terms & Conditions on page 2 of this proposal.

Since 1950

5200 Quincy Street Mounds View, MN 55112

Phone: 763.535.1150 Fax: 763.535.9151

www.empirehouse.com



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Job Name: MCC Visitor Information Center

EMPIREHOUSE, INC.

Change Order # 004

THIS PROPOSAL ACCEPTED BY:

Sign: _____

Estimator: James Bringle

For: _____ Date: _____

Date: 04-23-2014



PROPOSAL SUBMITTED TO:

Kraus Anderson (Midwest Division)
8625 Rendova Street North East
PO Box 158
Circle Pines, MN 55014

ATTN: Dustin Phillips

PHONE: (763) 786-7711

FAX: (763) 786-2650

JOB NAME: MCC Visitor Information Center

JOB LOCATION: Minneapolis, MN

DATE: May 2, 2014

We propose to furnish and install:

Change Order # 005

PCO No. 003 Item #5 Add glass for equipment surround build-out at elevator shaft on Mezzanine level

PLEASE SIGN AND RETURN A.S.A.P.

(Change Order work will not proceed until a signed copy has been received by EMPIREHOUSE, INC.)

FOR THE SUM OF: FOUR THOUSAND SIX HUNDRED SIXTY-FIVE & 00/100 DOLLARS

\$4,665.00

TERMS: Net cash 30 days, no
retainage allowed

F.O.B.: Jobsite

SALES TAX: Included

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Since 1950
5200 Quincy Street Mounds View, MN 55112
Phone: 763.535.1150 Fax: 763.535.9151
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Job Name: MCC Visitor Information Center

EMPIREHOUSE, INC.

Change Order # 005

THIS PROPOSAL ACCEPTED BY:

Sign: _____

Estimator: James Bringle

For: _____ **Date:** _____

Date: 04-23-2014



PROPOSAL SUBMITTED TO:

Kraus Anderson (Midwest Division)
8625 Rendova Street North East
PO Box 158
Circle Pines, MN 55014

ATTN: Dustin Phillips

PHONE: (763) 786-7711

FAX: (763) 786-2650

JOB NAME: MCC Visitor Information Center

DATE: August 8, 2014

JOB LOCATION: Minneapolis, MN

We propose to furnish and install:

Change Order # 006

PCO No. 030 Delete New glass railing at in-fill guard rail area adjacent to Elevator

The deduct is for the glass and cap only, the shoe material was already bought.

PLEASE SIGN AND RETURN A.S.A.P.

(Change Order work will not proceed until a signed copy has been received by EMPIREHOUSE, INC.)

FOR THE SUM OF: DOLLARS

(\$825.00)

TERMS: Net cash 30 days, no
retainage allowed

F.O.B.: Jobsite

SALES TAX: Included

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Phone: 763.535.1150 Fax: 763.535.9151
www.empirehouse.com



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11. Hold Harmless and Insurance restrictions: Any indemnification or hold harmless obligation of Empirehouse, Inc. extends only to the claims relating to bodily injury and property damage, and then only to that part of any claim caused by the negligence or intentional act of Empirehouse, Inc. its subcontractors, their employees, or others for whose acts they may be liable. Empirehouse, Inc. will not have a duty to defend. This does not restrict obligations of Empirehouse, Inc., if any, to indemnify the Customer against intellectual property infringement claims or against claims for payment for work for which Empirehouse, Inc. has been paid. Empirehouse is not required to name additional insureds to its general liability insurance policy, or to waive subrogation for claims covered by worker's compensation or commercial general liability insurance. Empirehouse, Inc. will maintain insurance with coverage and limits only as provided by its existing insurance program as shown on its certificate of insurance available on request. If available, before commencement of work, Empirehouse, Inc. may be required to provide, at the Customer's expense, an Owners & Contractors Protective Liability Policy (CG 00 09) naming Customer, project owner, and such others as the Customer may designate as insureds, with limits of liability equal to the limits of the primary general liability policy required to be maintained by Empirehouse, Inc. All such named insureds waive all claims and rights of subrogation they may have against Empirehouse, Inc. for losses and claims covered by the said Owners & Contractors Protective Liability Policy, which will provide for such waivers of subrogation by endorsement. The Customer will, if the project owner does not, purchase and maintain all risk insurance upon the full value of the work performed, materials delivered to the jobsite, materials stored at a temporary storage location away from the site, and materials in transit, which will include the interest of Empirehouse, Inc. Empirehouse, Inc. will not participate in consolidated insurance programs (CIP).

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The undersigned accepts the terms and conditions contained herein and agrees to incorporate same into any contract arising from this proposal.

Job Name: MCC Visitor Information Center

EMPIREHOUSE, INC.

Change Order # 006

THIS PROPOSAL ACCEPTED BY:

Sign: _____

Estimator: James Bringle

For: _____ Date: _____

Date: 08-08-2014



PROPOSAL SUBMITTED TO:

Kraus Anderson (Midwest Division)
8625 Rendova Street North East
PO Box 158
Circle Pines, MN 55014

ATTN: Dustin Phillips

PHONE: (763) 786-7711

FAX: (763) 786-2650

JOB NAME: MCC Visitor Information Center

JOB LOCATION: Minneapolis, MN

DATE: August 20, 2014

We propose to furnish and install:

Change Order # 007

PCO No. 039 Added material and Installation for Mezzanine Bar Area

All Misc. Steel for Drink Rail top (15 support steel, furnished only), Steel frames for 2 High Top tables (furnished only), Back Painted Glass at Bar (10 pieces furnished and installed), 30 lineal feet of 4" stainless steel base (furnished and installed) & Detail 2/A12.01 Railing Light cove (furnished and installed).

Not included: SS Bag Hook every 30", 1-1/2" x 1" continuous Aluminum Angle for LED or any stainless steel base at columns

PLEASE SIGN AND RETURN A.S.A.P.

(Change Order work will not proceed until a signed copy has been received by EMPIREHOUSE, INC.)

FOR THE SUM OF: TWENTY-FIVE THOUSAND SIX HUNDRED FIFTY & 00/100 DOLLARS

\$25,650.00

TERMS: Net cash 30 days, no retainage allowed

F.O.B.: Jobsite

SALES TAX: Included

This proposal is subject to the Terms & Conditions on page 2 of this proposal.

Since 1950

5200 Quincy Street Mounds View, MN 55112

Phone: 763.535.1150 Fax: 763.535.9151

www.empirehouse.com



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Job Name: MCC Visitor Information Center

EMPIREHOUSE, INC.

Change Order # 007

THIS PROPOSAL ACCEPTED BY:

Sign: _____

Estimator: James Bringle

For: _____ Date: _____

Date: 08-20-2014



PROPOSAL SUBMITTED TO:

Kraus Anderson (Midwest Division)
8625 Rendova Street North East
PO Box 158
Circle Pines, MN 55014

ATTN: Dustin Phillips

PHONE: (763) 786-7711

FAX: (763) 786-2650

JOB NAME: MCC Visitor Information Center

JOB LOCATION: Minneapolis, MN

DATE: October 10, 2014

We propose to furnish and install:

Change Order # 009

PCO 044 Add for two stainless steel strike plates

PLEASE SIGN AND RETURN A.S.A.P.

(Change Order work will not proceed until a signed copy has been received by EMPIREHOUSE, INC.)

FOR THE SUM OF: TWO HUNDRED SIXTY-FIVE & 00/100 DOLLARS

\$265.00

TERMS: Net cash 30 days, no
retainage allowed

F.O.B.: Jobsite

SALES TAX: Included

This proposal is subject to the Terms & Conditions on page 2 of this proposal.

Since 1950
5200 Quincy Street Mounds View, MN 55112
Phone: 763.535.1150 Fax: 763.535.9151
www.empirehouse.com



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Job Name: MCC Visitor Information Center

EMPIREHOUSE, INC.

Change Order # 009

THIS PROPOSAL ACCEPTED BY:

Sign: _____

Estimator: James Bringle

For: _____ Date: _____

Date: 10-10-2014



PROPOSAL SUBMITTED TO:

Kraus Anderson (Midwest Division)
8625 Rendova Street North East
PO Box 158
Circle Pines, MN 55014

ATTN: Dustin Phillips

PHONE: (763) 786-7711

FAX: (763) 786-2650

JOB NAME: MCC Visitor Information Center

JOB LOCATION: Minneapolis, MN

DATE: December 31, 2014

We propose to furnish and install:

Change Order # 012

Add for 4" stainless steel base around the perimeter and columns

Breakdown:

4" stainless base at four columns, LSV Quote \$500.00 x 1.07775 tax=538.875 x 1.15=619.71 x 1.10=681.68

4" stainless base at perimeter of 2nd floor, LSV Quote \$1618 x 1.07775 tax=1743.80 x 1.15=2005.37 x 1.10=2205.91

PLEASE SIGN AND RETURN A.S.A.P.

(Change Order work will not proceed until a signed copy has been received by EMPIREHOUSE, INC.)

FOR THE SUM OF: TWO THOUSAND EIGHT HUNDRED EIGHTY-SEVEN & 59/100 DOLLARS

\$2,887.59

TERMS: Net cash 30 days, no
retainage allowed

F.O.B.: Jobsite

SALES TAX: Included

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Since 1950
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10. Warranties: All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy will be that Empirehouse, Inc. will replace or repair any part of its work which is found to be defective. Empirehouse, Inc. will not be responsible for special, incidental, or consequential damages. Empirehouse, Inc. will not be responsible for damage to its work by other parties or for improper use of equipment by others. NO WARRANTY IS GIVEN FOR THE BREAKAGE OF THE GLASS. Nothing in the above will be deemed to apply to work that has been abused or neglected by the Owner.

11. Hold Harmless and Insurance restrictions: Any indemnification or hold harmless obligation of Empirehouse, Inc. extends only to the claims relating to bodily injury and property damage, and then only to that part of any claim caused by the negligence or intentional act of Empirehouse, Inc. its subcontractors, their employees, or others for whose acts they may be liable. Empirehouse, Inc. will not have a duty to defend. This does not restrict obligations of Empirehouse, Inc., if any, to indemnify the Customer against intellectual property infringement claims or against claims for payment for work for which Empirehouse, Inc. has been paid. Empirehouse is not required to name additional insureds to its general liability insurance policy or to waive subrogation for claims covered by worker's compensation or commercial general liability insurance. Empirehouse, Inc. will maintain insurance with coverage and limits only as provided by its existing insurance program as shown on its certificate of insurance available on request. If available, before commencement of work, Empirehouse, Inc. may be required to provide, at the Customer's expense, an Owners & Contractors Protective Liability Policy (CG 00 09) naming Customer, project owner, and such others as the Customer may designate as insureds, with limits of liability equal to the limits of the primary general liability policy required to be maintained by Empirehouse, Inc. All such named insureds waive all claims and rights of subrogation they may have against Empirehouse, Inc. for losses and claims covered by the said Owners & Contractors Protective Liability Policy, which will provide for such waivers of subrogation by endorsement. The Customer will, if the project owner does not, purchase and maintain all risk insurance upon the full value of the work performed, materials delivered to the jobsite, materials stored at a temporary storage location away from the site, and materials in transit, which will include the interest of Empirehouse, Inc. Empirehouse, Inc. will not participate in consolidated insurance programs (CIP).

12. Damages: The Customer will make no demand for liquidated damages or actual damages for delays in excess of the amount paid by the Customer for unexcused delays caused directly by Empirehouse, Inc. The Customer specifically waives all claims for special, incidental, or consequential damages it may have against Empirehouse, Inc.

13. Work stoppage: Nothing in this subcontract agreement will require Empirehouse, Inc. to continue performance if timely payments are not made to Empirehouse, Inc. for suitably performed work or stored materials.

14. Termination of Agreement: This agreement cannot be canceled or changed by Customer except with the written consent of an authorized official of Empirehouse, Inc. In the event a contract or order is canceled, Empirehouse, Inc. will invoice the Customer for an amount equal to the work, materials and equipment provided to the project, and for materials ordered or stored but not installed. Standard terms for payment will apply.

15. Choices of Law: It is the intention of the parties to this Agreement that this Agreement, and the performance under this Agreement, and all suits and special proceedings under this Agreement, are construed in accordance with and under and pursuant to the laws of the State of Minnesota, and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Minnesota will be applicable and will govern to the exclusion of the law of any other forum. The parties also acknowledge and agree that this Agreement was made and entered into in the State of Minnesota. The parties to this agreement further acknowledge that any legal action brought to enforce or interpret the terms of this Agreement will be brought in the Circuit Court of Ramsey County, Minnesota, and both parties further acknowledge that jurisdiction and venue properly lie in such Court.

The undersigned accepts the terms and conditions contained herein and agrees to incorporate same into any contract arising from this proposal.

Job Name: MCC Visitor Information Center

EMPIREHOUSE, INC.

Change Order # 012

THIS PROPOSAL ACCEPTED BY:

Sign: _____

Estimator: James Bringle

For: _____ Date: _____

Date: 12-31-2014



PROPOSAL SUBMITTED TO:

Kraus Anderson (Midwest Division)
8625 Rendova Street North East
PO Box 158
Circle Pines, MN 55014

ATTN: Dustin Phillips

PHONE: (763) 786-7711

FAX: (763) 786-2650

JOB NAME: MCC Visitor Information Center

JOB LOCATION: Minneapolis, MN

DATE: December 31, 2014

We propose to furnish and install:

Change Order # 013

Add for stainless steel trim around the elevator doors more base inside the gate storage area per Dan

PLEASE SIGN AND RETURN A.S.A.P.

(Change Order work will not proceed until a signed copy has been received by EMPIREHOUSE, INC.)

FOR THE SUM OF: EIGHT HUNDRED FORTY-TWO & 55/100 DOLLARS

\$842.55

TERMS: Net cash 30 days, no
retainage allowed

F.O.B.: Jobsite

SALES TAX: Included

This proposal is subject to the Terms & Conditions on page 2 of this proposal.

Since 1950
5200 Quincy Street Mounds View, MN 55112
Phone: 763.535.1150 Fax: 763.535.9151
www.empirehouse.com



Terms and conditions: Acceptance of this proposal by Customer will be acceptance of all terms and conditions as follows, and will supersede any conflicting term in any other contract document. Any of the Customer's terms and conditions in addition or different from this proposal are objected to and will have no effect. Customer's agreement will be evidenced by Customer's signature permitting Empirehouse, Inc. to commence work for project. Any purchase order or contract arising from acceptance of this proposal is subject to final review and acceptance by Empirehouse, Inc.

1. Acceptance Conditions: Quotes provided by Empirehouse, Inc. are valid for a period of thirty days from the date of the proposal. Changes in the price of materials greater than 5% between the date of the proposal and the date of the installation will warrant an equitable adjustment in the subcontract amount.

2. Extension of Credit: All orders and contracts are subject to credit approval by Empirehouse, Inc. and will be provided with the legal description of the property, the name, address and representative of the project owner, evidence of adequate and proper owner project financing, and a copy of the Customer's payment bond for the project. The Customer shall promptly notify Empirehouse, Inc. of any changes in the project owner's identity and financial status. Empirehouse, Inc. will not be obligated to commence or continue Work in absence of adequate assurances of payment.

3. Payments: Empirehouse, Inc. will be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment will be due 30 days after the work described in the proposal is substantially completed. No provision of this agreement will serve to void Empirehouse Inc.'s entitlement to payment. All sums not paid when due will bear interest at the rate of 1 1/4% per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including reasonable attorney's fees, will be paid by the Customer. Empirehouse, Inc. does not accept the risk of Customer's receipt of payments from any source, and in no event will payments to Empirehouse be based upon, or subject to, Customer's receipt of payment for Empirehouse, Inc.'s work on the project.

4. Retainage: The Customer will withhold no more retention from Empirehouse, Inc. than is being withheld from the Customer with respect to Empirehouse, Inc.'s work.

5. Changes to contract: Any changes to Empirehouse, Inc.'s contract amount or work scope due to extras, change orders, delays, acceleration, or otherwise, will have no time penalties to Empirehouse, Inc. All information will be furnished in writing by the Customer to Empirehouse, Inc. No work will proceed until approvals have been authorized and signed by Customer and Empirehouse, Inc.

6. Claims and back charges: No claims or back charges by the Customer for services will be valid except by an agreement in writing by Empirehouse, Inc. before the work is executed.

7. Site and opening preparation: Customer will prepare all work areas to be acceptable for Empirehouse, Inc.'s work under contract. Empirehouse, Inc. will not be called upon to start work until sufficient areas are ready to insure continued work. The Customer will furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical, water, space for materials and equipment movement, and at no cost to Empirehouse, Inc.

8. Work Schedule: Empirehouse, Inc. will be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Empirehouse, Inc. will not be responsible for delays or defaults where occasioned by any causes of any kind and extend beyond its control, including but not limited to: delays caused by the owner, general contractor, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Empirehouse, Inc. will be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations.

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15. Choices of Law: It is the intention of the parties to this Agreement that this Agreement, and the performance under this Agreement, and all suits and special proceedings under this Agreement, are construed in accordance with and under and pursuant to the laws of the State of Minnesota, and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Minnesota will be applicable and will govern to the exclusion of the law of any other forum. The parties also acknowledge and agree that this Agreement was made and entered into the State of Minnesota. The parties to this agreement further acknowledge that any legal action brought to enforce or interpret the terms of this Agreement will be brought in the Circuit Court of Ramsey County, Minnesota, and both parties further acknowledge that jurisdiction and venue properly lie in such Court.

The undersigned accepts the terms and conditions contained herein and agrees to incorporate same into any contract arising from this proposal.

Job Name: MCC Visitor Information Center

EMPIREHOUSE, INC.

Change Order # 013

THIS PROPOSAL ACCEPTED BY:

Sign: _____

Estimator: James Bringle

For: _____ **Date:** _____

Date: 12-31-2014