



July 14, 2021

Mr. Dennis Olson
Crosstown Covenant Church
5540 30th Ave. S.
Minneapolis, MN 55417

RE: Final Proposal

Dear Dennis,

We would very much like to thank you for the opportunity to discuss the plans that you have to remodel your facility located at 5540 30th Avenue South in Minneapolis, MN and to furnish the following final budget proposal.

We understand your primary objectives to be:

1. To complete a sanctuary stage (chancel) remodel for ADA accessibility.
2. Install new carpet throughout the existing sanctuary.
3. To complete the project by October 29, 2021 assuming a construction start date no later than September 27, 2021 with the execution of this Agreement, Client financing, and permit issuance being the dictating factors to begin actual construction.

In understanding these objectives, we propose our services in a complete Design/Build role. Our services would be to provide:

- * Bid cost estimate summary
- * Prepare a construction schedule
- * Permit submittal
- * Obtain and review sub-bids and submit with recommendations to Client
- * Entertain qualified union and non-union subcontractors at the discretion of the Owner.
- * Prepare contract documents to all subcontractors and suppliers
- * Coordinate all activities and trades throughout length of project
- * Secure and coordinate necessary building inspections
- * Provide product and cost alternatives and investigate as directed by Client
- * Maintain daily construction activity log with photos
- * Observe construction techniques and facilitate subcontractor compliance with construction documents
- * Coordinate distribution of funds by Client and prepare monthly financial reporting documents as required by Client's financial institution
- * Provide a one year warranty for workmanship and materials, except for damage and lack of maintenance by Owner
- * Project close-out and Certificate of Occupancy

The following is a proposed scope of work for the 3,800 square foot remodel:

- * Demolition of carpet, floor tile, and front portion of stage.
- * Install new sanctuary stage and ramp according to owner provided drawings.
- * Install finish carpentry knee walls at new stage walls.
- * Cut in new door opening and cord trench at stage wall to accommodate new 8'-0" door.
- * Install new carpet throughout sanctuary.
- * Install metal railing for ADA ramp.
- * Paint metal railing and stain exposed white oak to match existing finishes.

Total Project Cost \$ 64,611.00

(See attached bid sheet for alternates, exclusions, pending and Owner furnished items.)

This Proposal includes the Terms & Conditions to the Agreement. This Proposal and attached bid sheet, with the Terms & Conditions to the Agreement, shall become the Agreement between APPRO and Client upon acceptance by Client, as indicated by Client's signature below. This Proposal with the Terms & Conditions to this Agreement shall also be the Agreement between APPRO and Client, whether or not Client signs below, if Client directs APPRO to proceed with the Scope of Services.

Thank you for the opportunity to be of service. If the above proposal meets with your approval, please execute a copy of this agreement and return it to me for our project records. If you have questions or need further assistance please contact me at 952-469-2171.

Sincerely,

Darby Regan
Development and Pre-Construction Manager

DOR

Attachments (1) - Bid Sheet

Accepted By:

Crosstown Covenant Church

APPRO Development, Inc.

Date:

Date:

TERMS & CONDITIONS

Terms and Conditions between Crosstown Covenant Church (Client) and APPRO Development, Inc. (APPRO):

1. Contract Price Client agrees to pay APPRO for the Services described in the Agreement within the time set forth in Article 2.

2. Payments APPRO will submit Applications for Payment monthly in proportion to the Services performed and for Reimbursable Expenses incurred. All payments to APPRO are due and payable ten (10) days from the date the Application for Payment is received by Client. With each Application for Payment, APPRO shall submit lien waivers for the amounts paid from the prior month's Application for Payment. Payments due to APPRO and unpaid shall bear interest from the date payment is due at a rate of twelve percent (12%) per annum.

APPRO may stop the services if Client fails to promptly pay progress payments in accordance with this Article. If the Client fails to promptly pay progress payments, APPRO shall also be entitled to an extension of time and equitable adjustment in the Contract Price, including but not limited to extended overhead costs.

Client shall make final payment to APPRO within thirty (30) days after the services are complete.

3. Responsibilities of Client

A. Project Information. Client shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth Client's objectives, schedule, constraints and criteria, systems and site requirements. Client shall furnish all information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations, legal limitations and utility locations for the site of the Project, and a legal description of the site. Client shall also furnish any other information or services under Client's control and relevant to APPRO's performance of the Services with reasonable promptness. APPRO shall be entitled to rely on the accuracy of information furnished by Client.

B. Indemnity, Defense, and Hold Harmless Agreement. Client shall defend, indemnify, and hold harmless APPRO and its agents, Owners, and employees, from and against any and all claims, proceedings, losses, demands, actions, or any other expense related to the Services that are caused by the fault, negligence, or breach of contract of Client.

4. Use of APPRO's Documents Drawings, specifications, and other design documents, including those in electronic form, prepared by APPRO or its consultants are Instruments of Service, which may be used only in regard to the specific project of this Agreement and may not be used by Client for any other Project without the written consent of APPRO. APPRO and its consultants shall retain all common law, statutory and other reserved rights, including the copyright. Any unauthorized reproduction or use of the Instruments of Service by the Client or others shall be at Client's sole risk and expense and without liability to APPRO or APPRO's consultants. Client shall defend and indemnify APPRO and APPRO's consultants for any unauthorized reproduction or use of the Instruments of Service.

5. Services Changes No change shall be effective unless authorized by a written change order signed by both Client and APPRO. The change order will include conforming changes in the Agreement, Contract Price, and completion time. APPRO shall not be responsible for a Client's directive or substitution made without APPRO's approval.

6. Unforeseen and Differing Site Conditions If the conditions under which the Services is to be performed are materially different than those indicated or if the conditions are unusual or unknown and are materially different from the conditions ordinarily encountered and generally recognized as inherent in the Services and locale, then APPRO shall give prompt notice to Client and an equitable adjustment to the Contract Price and completion time shall be made in accordance with the Services Changes clause above.

7. Limitations of APPRO's Liability

A. Client and APPRO recognize and agree that acquisition of land, platting, tax increment financing, and other approvals by governmental entities for the Project are dependent on many factors and that by performing the Scope of Services, APPRO is not representing, warranting, or guaranteeing that the acquisition of land, platting, tax increment financing, and/or approval by governmental entities will be obtained for the Project.

B. Client agrees that for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, APPRO's liability to Client shall not exceed an amount equal to the proceeds available under APPRO's insurance coverage provided for the Project. In no event shall APPRO be liable to Client on any theory of liability for any special, punitive, exemplary or consequential damages. Consequential damages shall mean a consequential, indirect or incidental loss or damage, including but not limited to, loss of use, loss of opportunity, loss of capital, loss of product, loss of replacement power and business interruption.

8. PRE-LIEN NOTICE PURSUANT TO MINN. STAT. § 514.011

THIS NOTICE IS TO ADVISE YOU OF YOUR RIGHTS UNDER MINNESOTA LAW IN CONNECTION WITH THE IMPROVEMENT TO YOUR PROPERTY. THIS NOTICE IS NOT A MECHANIC'S LIEN BUT IS A PRE-LIEN NOTICE PURSUANT TO MINNESOTA STATUTES § 514.011.

(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.

9. Termination If the Client or APPRO does not comply with its respective obligations under this Contract, the Client or APPRO, as applicable, shall provide the other party written notification that it must correct the deficiency within seven (7) days after the written notice is received. If the deficiency is of a nature that cannot be corrected within seven (7) days after written notice is received, then the party must demonstrate that it has commenced the correction of the deficiency within seven (7) days after the written notice is received. If the breaching party fails or refuses to correct the deficiency in the time periods stated in this Article, then the other party may terminate the Agreement. In the event of a termination, Client shall compensate APPRO for all services performed before the date of termination plus all Reimbursable Expenses incurred.

10. Arbitration All claims and disputes relating to this Agreement shall be subject to arbitration at the option of either Client or APPRO in accordance with the Arbitration Rules of the American Arbitration Association (“AAA”) for the construction industry or as otherwise mutually agreed by the parties. Written notice of demand for arbitration shall be filed with the other party and with the AAA within a reasonable time after the dispute has arisen. The parties agree that all parties necessary to resolve a claim shall be parties to the same arbitration proceeding. Appropriate provisions shall be included in contracts relating to the Services to provide for the joinder of parties and/or consolidation of arbitrations.

11. Governing Law It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.


12. No Assignment Neither Client nor APPRO shall assign their interest in this Agreement without the written consent of the other.

13. No Third Party Rights Created The parties agree that this Agreement is for the exclusive benefit of the parties hereto and is not for the benefit of any third party. No third party shall be entitled to rely upon or enforce the terms or conditions of this Agreement. No third party is intended to be a beneficiary of any right or obligation of this Agreement.

14. Entire Agreement & Severability This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. If any one or more provisions of this Agreement shall be declared invalid or void, it shall not affect the validity or effect of any other provision of this Agreement.

15. Modification of Agreement Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by an authorized representative of each party.

End of Terms and Agreements

		BID SHEET APPRO Development, Inc. 21476 Grenada Avenue Lakeville, MN 55044		Project Manager: Darby Regan Office #: (952)469-2171 Cell #: (651) 583-4492 e-mail: Darbyr@APPRODevelopment.com	
Project: Crosstown Covenant Church Address: 5540 30th Avenue South Address: Minneapolis, MN 55417		Sanctuary	3,800		
Date: July 14, 2021		Total Sq. Ft: 3,800			

I. GENERAL REQUIREMENTS				Material	Labor & Miscellaneous
1-0450	Insurance - Builders Risk		By Owner		
1-0650	SAC'S/WAC'S		Not Included		
1-4100	Permits - Allowance (TBD through permit application)	\$	1,085.00		1,085.00
1-5100	Temp Utilities		By Owner		
1-7419	Waste Management & Disposal - Allowance for Construction Dumpster	\$	550.00		550.00
1-7423	Cleaning - Allowance for final cleaning	\$	1,500.00	\$	1,500.00
TOTAL GENERAL REQUIREMENTS				\$	3,135.00

II. EXISTING CONDITIONS				Material	Labor & Miscellaneous
2-4000	Demolition and Structure Moving - Stage and Flooring Removal	\$	3,100.00		\$
2-8100	Disposal of Hazardous Materials		Not Included		
2-8213	Asbestos Abatement		Not Included		
TOTAL EXISTING CONDITIONS				\$	3,100.00

V. METALS				Material	Labor & Miscellaneous
5-5200	Metal Railings	\$	3,300.00	\$ 2,220.00	\$ 1,080.00
TOTAL METALS				\$	3,300.00

VI. WOOD, PLASTICS, AND COMPOSITES				Material	Labor & Miscellaneous
6-1000	Rough Carpentry - Framing stage and installing closet door	\$	10,100.00		\$
6-1116	Lumber	\$	14,200.00	\$ 14,200.00	10,100.00
6-2000	Finish Carpentry - White oak knee wall details		Included in 6-1000		
TOTAL WOOD, PLASTICS, AND COMPOSITES				\$	24,300.00

VIII. OPENINGS				Material	Labor & Miscellaneous
8-1400	Wood Doors - 3'-0" x 8'-0" Door, Door Frame and Door Hardware	\$	600.00	\$ 600.00	
TOTAL OPENINGS				\$	600.00

IX. FINISHES				Material	Labor & Miscellaneous
9-6800	Carpet - Sanctuary, Stage, and Ramp Carpet (Allowance for mid range carpet tile)	\$	16,600.00	\$ 13,312.00	\$ 3,288.00
9-9123	Interior Painting - Staining Wood Wall Covering and Paint Railing	\$	1,495.00	\$ 300.00	\$ 1,195.00
TOTAL FINISHES				\$	18,095.00

XII. FURNISHINGS				Material	Labor & Miscellaneous
12-5100	Furniture		By Owner		
TOTAL FURNISHINGS				\$	-

XXIII. HVAC				Material	Labor & Miscellaneous
23-0500	HVAC		By Owner		
TOTAL HVAC				\$	-

XXVI. ELECTRICAL				Material	Labor & Miscellaneous
26-0500	Electrical		By Owner		
TOTAL ELECTRICAL				\$	-

XXVII. COMMUNICATIONS				Material	Labor & Miscellaneous
27-1000	Communications Cabling		Not Included		
27-2000	Data Communications		Not Included		
27-3000	Voice Equipment		Not Included		
TOTAL COMMUNICATIONS				\$	-

XXVIII. ELECTRONIC SAFETY AND SECURITY				Material	Labor & Miscellaneous
28-1300	Access Control		Not Included		
28-1600	Intrusion Detection		Not Included		
28-3100	Fire Detection and Alarm		Not Included		
TOTAL ELECTRONIC SAFETY AND SECURITY				\$	-

SUBTOTAL (to calculate the Contingency)				\$	52,530.00
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XLIX. CONTINGENCY				Material	Labor & Miscellaneous
49-1000	Contingency	3%	\$ 1,576.00		
TOTAL CONTINGENCY				\$	1,576.00

SUBTOTAL		\$ 54,106.00
L. APPRO FEES		
50-1750 Construction Management / Overhead	FIXED	\$ 3,800.00
50-2000 Construction Management / Profit	FIXED	\$ 1,625.00
50-3000 Job Superintendent (Part Time)	FIXED	\$ 4,330.00
TOTAL APPRO FEES		\$ 9,755.00
LI. REIMBURSABLES		
51-3000 Winter construction	Not Included	
51-3300 Miscellaneous reimbursables		\$ 750.00
TOTAL REIMBURSABLES		\$ 750.00
		GRAND TOTAL
		\$64,611.00
ALTERNATES:		
		Add/Deduct
IX. FINISHES		
ALT 1 Furnish and install vinyl flooring base throughout sanctuary	Add	\$960.00
ALT 2 Furnish and install carpet flooring base throughout sanctuary	Add	\$1,363.00
<i>Costs of alternates accepted (includes adds and deducts)</i>		<u>TBD</u>
<i>Total Project costs with alternate costs included</i>		<u>TBD</u>
Exclusions:		
Pending assessments, if any	Equipment moving, installation and hook-up	
Performance Bond	Voice and data cabling, closed circuit or TV cabling	
Labor and Material Payment Bond	Overtime or weekend work	
Asbestos abatement or any hazardous material removal	Computer Equipment	
Moving gas meter and water meter	Water, heat and electric charges during construction	
Any repairs to the existing building beyond scope listed	Removal of existing pews/seating	
Exact match to existing white oak		
Pending		
Owner provided hazardous material report that confirms no asbestos in flooring	Location of gas, phone service exterior underground lines and relocation if required	
Use of restrooms within building	Permit/insurance review	
Verify interior finishes - carpet selection	Confirm subcontractors bids/cost impacts valid for 15 days haven't expired	
Existing building repairs not previously identified		
Owner		
Financing	Burglar alarm or security system	
bank/client inspecting architect fees	Telephone system and any telephone wiring	
title company charges including draw/disbursing fees	Data cabling and terminations	
Card access control system, if applicable	Items listed above	
Electrical power during construction	Removal of existing pews/seating	
The above costs are based on the following plans and specifications:		
Document name		
Doc. #		Date
1 Existing Sanctuary Plan		April 24, 2021
2 Platform & Ramp Plans		April 24, 2021
3 Railing Elevation & Details		April 24, 2021