

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is dated as of the 20th day of May, 2025 ("Effective Date"), by and between the City of Olathe, Kansas ("Owner") and Greystone Construction Company ("Contractor"). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish and install 80' x 140' Britespan Apex L10 Series Building per attached exhibits.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Salt Barn #2, PN. 6-C-030-25

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Greystone Construction Company.
3.02 Intentionally Deleted.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Days*

- A. The Work will be completed no later than November 30, 2025 or a date to be agreed to with the Owner.

- 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraphs 4.01 and 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Incentive Award*

- A. Intentionally deleted.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount that follows, subject to adjustment under the Contract:

\$ 457,700.00

[attach contractors bid as exhibits and list them in Article 9.]

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor may bill City monthly for completed Work, including reimbursable expenses. The bill submitted by Contractor must itemize the Work for which payment is required. City agrees to pay Contractor within thirty (30) days of approval by the Governing Body or other agent of the City in accordance with the City's Procurement Policy.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90% percent of Work completed (with the balance being retainage) and

- b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts set off by Owner pursuant to any adjustments duly authorized through approved change orders or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
 - C. A progress report must be submitted with each monthly pay request indicating the percentage of Work completed to date. This report will serve as support for payment to Contractor.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Owner shall pay the remainder of the Contract Price.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate prescribed under K.S.A. 16-1901 et seq., and any amendments thereto.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, if any.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs, if any such reports and drawings are so identified.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Insurance Requirements
 - 3. Performance & Payment Bond (pages _ to _ inclusive).
 - 4. Statutory bond (pages _ to _ inclusive).
 - 5. Appointment of Process Agent.
 - 6. Non-collusive Affidavit of Prime Bidder.
 - 7. Questionnaire, Requirements of the Municipal Code
 - 8. General Conditions (pages _ to _ inclusive)
 - 9. Supplementary Conditions (pages _ to _ inclusive)
 - 10. Engineering Drawings (as identified but provided separately).
 - 11. Engineering Specifications (as identified but provided separately).
 - 12. Addendum (numbers _ of _).
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _ to _ inclusive).
 - b. Bid Documents (Notice to Bidders, Instructions to Bidders, Questionnaire of Personnel Practices Bid Bond, Bid Form).
 - c. Certificates (Compliance with Personnel Practices, Good Standing to Conduct Business in Kansas, Insurance).
 - 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented in accordance with supplemental agreements that have been approved by both the Owner and Contractor and approved change orders.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each represent that they are duly authorized to enter into the Contract, and binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive pre" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

City of Olathe, Kansas

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

Attn: Zach Hardy

1385 S. Robinson St.

Olathe, KS 66061

CONTRACTOR:

CRYSTAL CONSTRUCTION

By: _____

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: LFO

Address for giving notices:

2995 WINNERS CIRCLE DRIVE SUITE 200

SUAKOPEE, MN 55379

Contractor's Phone Number 952-278-1155

License No.: _____

(where applicable)

Agent for service of process:

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.}

Approved as to form:

City Attorney/Deputy City Attorney/
Assistant City Attorney

CONTRACT
(Labor and Material)

This Contract is entered into this 7TH day of May 2025, by and between Owner, and Greystone Construction Company, Contractor.

Owner	City of Olathe, KS	Sourcewell Member ID:	2365
Address	1385 S Robinson St. Drive	Phone:	913-971-9064
City State/Zip	Olathe, KS 66061	County:	Johnson

1. **The Work.** Contractor agrees to perform, and Owner agrees to accept, the work described below ("Work"), subject to the terms and conditions stated herein: **Furnish and install:**

80'x140' Britespan Apex L10 Series Building per attached exhibits

2. **Contract Price.** Owner agrees to pay to Contractor for the Work the sum of Four Hundred Fifty-Seven Thousand Seven Hundred Dollars and no /100 **(\$457,700.00)**, as adjusted by additions to and deletions from the Work that have been agreed to by the parties in writing.

3. **Payment Terms.** Payment of the Contract Price shall be made as follows:

Monthly Progress Billing will be issued and Due Net 30 from date of Invoice.

Payments due and unpaid hereunder shall bear interest from the date payment is due at the rate of 18% or, in the absence thereof, at the legal rate prevailing at the place the Work is performed.

4. **Insurance.** Contractor shall secure and maintain a policy of commercial general liability insurance with coverage limits that are customary for the type of Work being performed. Owner shall secure and maintain policies of property 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 in approximately 120 days from the execution of Contract. 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.
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.
8. **Warranty.** Owner agrees to look exclusively to the manufacturer for any warranties covering the materials (including any design and engineering requirements of the materials) used in the performance of the Work. Contractor makes no warranty, express or implied, regarding the materials or the design and engineering requirements of the materials. The manufacturer's warranty is expressly in lieu of all other warranties covering the materials, including any warranty of merchantability or fitness for a particular purpose or use, which are hereby expressly disclaimed by Contractor. Owner agrees to complete any warranty registration cards required in order to activate any manufacturers' warranties, and to deliver the completed warranty registration cards to the Contractor upon completion of the Work. Contractor warrants

only that its labor will be of good quality and workmanship and free of defects for a period of one (1) year from completion of the Work. Contractor does not provide, and shall not be responsible for, any of the design and engineering requirements of the Project, except as follows: **Building Engineering and Foundation Engineering**. Owner agrees that all other design and engineering requirements for the Project shall be the Owner's responsibility.

9. **Remedy.** If Contractor breaches Contractor's labor warranty as set forth above, or if Contractor breaches this Contract, Owner's sole remedy against Contractor shall be the repair or replacement of the defective Work, as mutually agreed to by the Owner and Contractor. Notwithstanding anything to the contrary herein, under no circumstances, unless agreed to in writing by both Contractor and Owner, shall Contractor be liable to Owner, or to anyone else, for any costs or damages, including without limitation, any incidental, indirect, specific or consequential damages of any kind, resulting from Contractor's breach of warranty, or breach of this agreement, or from Contractor's negligence or other actions or failure to act, including without limitation, costs or damage resulting from defects in the Work.
10. **Permits by Owner.** Owner shall 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.
11. **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 underground utilities, tanks or other buried equipment or obstructions not disclosed to Contractor prior to commencement of the Work.
12. **Use of Site.** Owner shall provide Contractor with open access to the site for purposes of performing the Work. Owner shall maintain the site including access in and around the building in a manner that allows the contractor to complete the work without limitation for the duration of construction.
13. **Clean Up.** Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
14. **Governing Law.** This Contract shall be governed by the laws of the place where this project is located.
15. **Assignment.** Neither party may assign the Contract without the written consent of the other.
16. **Entire Agreement.** This Contract, together with attached Exhibits **A – D** constitute the entire agreement between the Contractor and the Owner with respect to the Work. The Contract may be amended or modified only by writing signed by both of the parties.

OWNER: _____
Signature _____
By _____
Title _____
Date _____

This contract is not binding until signed by Greystone Construction Company. A copy of the executed contract should be sent to you within 10 days. If this contract is not accepted by Greystone Construction Company, the contract will become null and void and all down payments will be returned to you.

CONTRACTOR: GREYSTONE CONSTRUCTION COMPANY
Signature Gordie Schmitz
By Gordie Schmitz
Title President
Date 5-13-25



EXHIBIT A

Owner's Responsibilities:

- Promptly remove snow from base of cover and area surrounding building
- Do not allow storage or accumulation of any material that would come in contact with structural supports, walls or fabric cover.
- Proper ventilation is required to prevent condensation.

Standard Exclusions:

Building Permit	Dewatering
Site Surveys	Frost Ripping
Subsurface Investigation	Bedrock Excavation and Backfill
Unforeseen Subsurface Conditions	Utility Hookup Charges
Soil Correction Work	Winter Conditions
Contaminated Soil Clean up and Disposal	Winter Heat and Cover

Customer Signature _____ Date _____



Waiver

I hereby give Greystone Construction Company permission to use photographs and/or video footage taken of me, my or my company's property and/or statements made by me or my company, in any and all future productions and/or publications without remuneration or liability. I understand that the above may be used for promotional purposes, both nationally and internationally.

Furthermore, I give Greystone Construction Company permission to edit any of the aforementioned photographs, video footage and/or statements for brevity, clarity or aesthetic purposes.

COMPANY NAME: _____

YOUR NAME: _____

TITLE: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____



Scope of Work & Pricing

to be performed by Greystone Construction

Sourcewell - Furnish & Install:

- 80' x 140' Britespan Apex L10 Series Building
- Truss spacing 20' on center
- 12 ounce, 23 mil polyethylene Non-FR fabric
 - Keder Cover Design
- Building designed per ASCE7-16 (IBC 2018)
 - Fabric type: ASTM E-84 (NON-FR)
 - Occupancy category: CAT 1 (LOW HAZARD)
 - Ground snow load: 20 lbs.
 - Wind Load: 103 MPH wind
 - Wind Exposure: C
 - Site conditions: Ce = 0.9 Exposed
 - Collateral Load: 0
 - No sprinklers
 - No conveyor loads
 - Seismic Design Category: B
 - Stamped engineered building drawings – **Included**
- (1) Fabric end wall with steel framing with (4) 4'x4' mesh vents in back end
- (1) open end wall
- Hot dipped galvanized bolt and purlin upgrades
- Building to be installed on concrete pad and pier foundations. Piers to extend 4' above grade on three sides.
 - Engineered foundation drawings – **Included**
 - Assumes existing soils has minimum bearing capacity of 2,500 PSF
- Approximately 354 lineal feet of 12' tall pre-cast concrete bunker "L" panels with corrosion inhibitor
- Hot dipped galvanized anchor bolts
- Freight allowance of \$7,500 included
 - Contract will be updated to reflect actual freight amount at time of shipment
- Provide all necessary labor and equipment to complete items noted above
- Payment and Performance Bonds included
- **Approx. 6700 tons of salt storage capacity**
 - **32 degree angle of repose**
 - **80 lbs/cubic foot product weight**

Sourcewell Building Materials Price:	\$136,472.36
Installation, Foundations, & Bunker Panels Price:	\$321,227.64
Potential Tariffs, if required:	<u>To Be Determined (TBD)</u>
Total Furnish & Install Price:	\$457,700.00 + TBD

See exclusions on last page



Market Provisions:

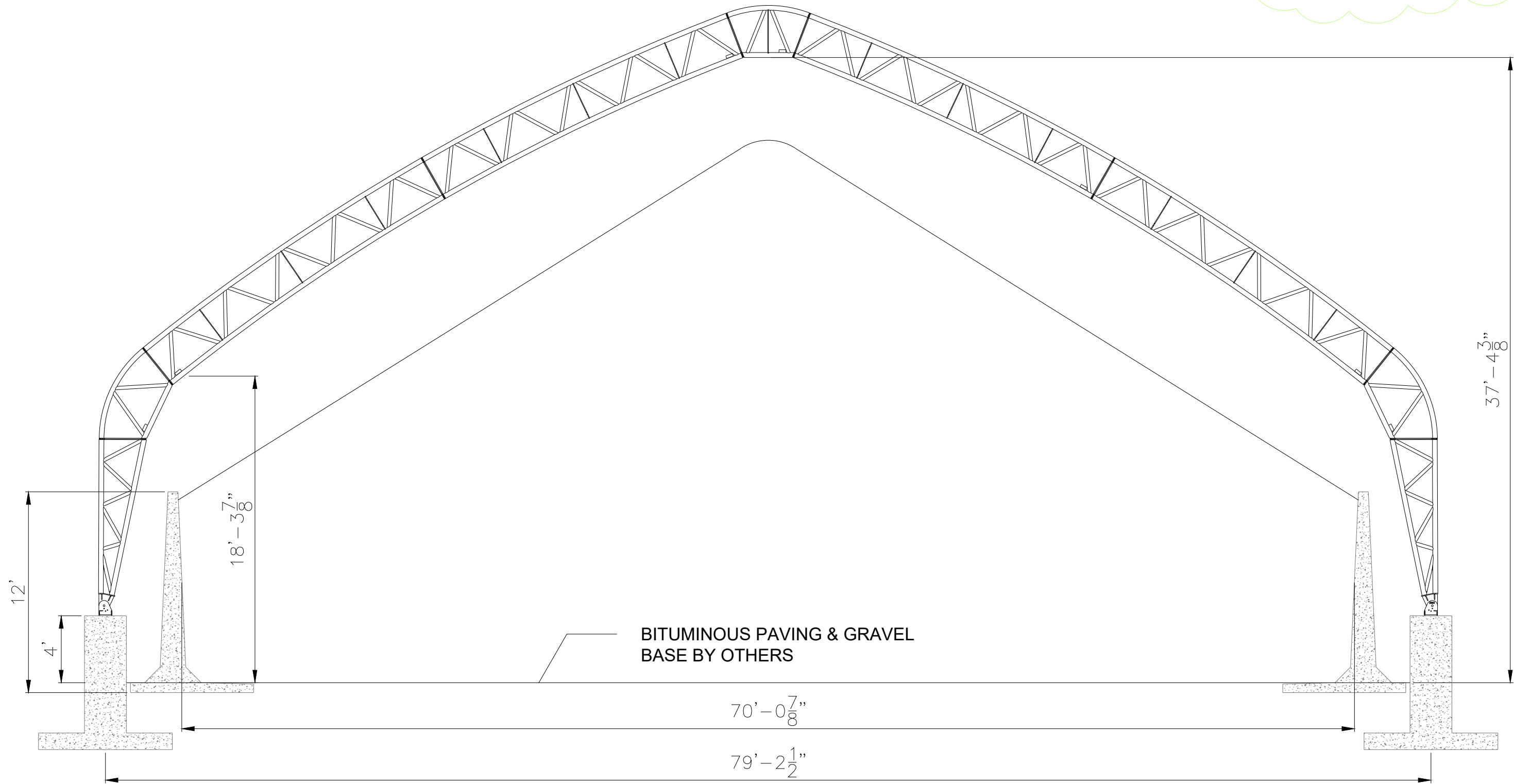
- Greystone is committed to being your trusted team partner on your project. We are asking all of our clients recognize the volatility of our markets and understand we are providing current pricing for budgeting purposes with the need to adjust final project pricing based on the markets at the actual time of the order. It's important to provide you with the best value for your project, and we do not want to speculate where the actual market rates will be at the time of procurement and/or delivery.
- Pricing does not include current or future tariffs, surcharges, price escalation, or fees (Tariffs). Cost of Tariffs will be applied at the actual time of border crossing into the United States. (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.
- Unless noted otherwise budget pricing is valid for 15 days



Exclusions – Items not included, but may apply to overall project:

- Architectural and Civil Engineering
- Permits & Fees
- Prevailing wage rates and Union labor
- Emergency Responder Communication Enhancement System
- Cat II occupancy and FR Fabric
- US Steel – Building is fabricated in Canada using Canadian steel
- **Tariffs**
- Alternate foundation design if proposed design isn't suitable for existing site
- Testing & special inspections by owner – Soil borings, soils testing, concrete testing, bolt inspection, etc
- Site work including, but not limited to: soil corrections, granular base material under floor and bunker panels, excavation and backfill, site prep, import or export of materials, dewatering, etc
- Assumed entire building footprint is clear along with 50' clear on all four sides for staging/erection and building engineering requirements
- Site specific safety requirements
- Bituminous paving or concrete – interior and exterior slabs and aprons
- Bunker panel toe extensions, dowels, or earth anchors unless noted otherwise
- Exterior aprons & stoops at doors
- Geotextile liner under building
- Doors – Overhead & personnel
- Insulation, interior liner panel or stainless steel cables
- All electrical & mechanical systems
- All winter conditions

EXHIBIT D - PROFILE



NOT FOR CONSTRUCTION



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P: 866.742.6837 • F: 866.742.6837
www.greystoneconstruction.com

DATE:	7-21-21
DRAWN BY:	ML
CHKD BY:	XX

CITY OF OLATHE, KS
SALT STORAGE