

DESIGN-BUILD AGREEMENT

This Design-Build Agreement ("Agreement") is made and entered into on [], (the "Effective Date"), by and between:

CLIENT:

Name of Client:

Legal Status:

Address:

DESIGN-BUILDER:

Name of Design-Builder: Gradys

Legal Status: Corporation

Address: 170 Greenhorn Dr.

Pueblo, Colorado

81004

RECITALS:

WHEREAS, the Client ("Client") intends to design and construct a commercial kitchen (the "Project") as specified in the project proposal attached hereto as Exhibit A (the "Project Proposal");

WHEREAS, the Design-Builder ("Design-Builder") is a specialized firm engaged in the design and construction of commercial kitchens and possesses the expertise required to undertake the Project;

WHEREAS, the parties wish to enter into an agreement setting forth the terms and conditions for the design and construction of the Project.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. DESIGN SERVICES:

1.1 Design Costs: The Design-Builder shall provide design services for the Project as detailed in the Project Proposal. The cost of designing the permitted drawing set shall be included within the purchase of the equipment package, up to a maximum of [set amount of hours] as specified in the Project Proposal.

1.2 Coordination Costs: Coordination costs associated with the Project, including onsite visitations, construction meetings, and extraneous hours required for effective communication and coordination, shall be included within the equipment package cost.

1.3 Scope of Design Services: The scope of design services shall encompass the following:

1. Site Analysis and Assessment:

- Evaluate existing conditions and constraints.
- Analyze workflow and traffic patterns.

2. Space Planning and Layout Design:

- Develop a functional and efficient kitchen layout.
- Allocate space for various workstations, storage, and equipment.
- Consider ergonomics and safety factors.

3. Equipment Selection and Specifications:

- Identify and select appropriate commercial kitchen equipment.
- Specify equipment placement and dimensions.
- Plan for utilities connections and ventilation requirements.

4. MEP (Mechanical, Electrical, and Plumbing) Drawings:

- Design and coordinate mechanical, electrical, and plumbing systems.

- Specify required power, gas, and water supplies.
- Coordinate scope for installation.

5. Building Conditions and Construction Details:

- Design and specify wall backing, floor depressions, and wall flashing.
- Coordinate with other building components such as walls, ceilings, and floors.
- Detail any necessary reinforcements or supports regarding kitchen space.

6. Code Compliance and Accessibility:

- Ensure the design meets all applicable local, state, and federal codes and regulations.
- Plan for accessibility requirements, such as ADA guidelines.

7. Coordination with Other Design Professionals:

- Collaborate with architects, engineers, and other consultants as needed.
- Integrate kitchen design into the overall project design.

- Grady's is not responsible for structural evaluation or placement of Exhaust Fans, Make-Up Air Units, or Remote Refrigeration Condensing Racks. Coordination efforts will be made to ensure all necessary information is given to respective engineers/designers to locate necessary pieces of equipment.

- Grady's is not responsible for routing HVAC ductwork or Remote refrigeration line routing or performing respective system load calculations in drawings. Coordination efforts will be made to ensure all necessary information is given to respective engineers/designers to include respective system design within mechanical or applicable engineer's drawings.

8. Construction Administration:

- Review and approve shop drawings and submittals.
- Address any field changes or design modifications.
- Conduct site visits as needed to ensure quality and adherence to design intent.

1.4 Change in Project Scope: If the Project undergoes design and scope changes after the original design documents have been created and permitted, resulting in an 80% or more difference between the

original and newly requested design, the Client will be invoiced monthly at the hourly rate of \$120 per hour for covering costs of redesign and construction documentation.

1.5 Equipment Procurement: In the event the Client chooses to procure equipment from a company that is not Grady's, Grady's will remove coordination from the design scope, invoice the full cost for the created design construction documents, and upon initial 100% completion of construction design documents will conclude scope of work with the Client.

2. EQUIPMENT PACKAGE:

2.1 Equipment Quote Costs: The estimated quote costs for equipment, as detailed in the Project Proposal, shall include the following services:

- Receiving, storage, shipping, transport, and delivery of all food service equipment within the equipment provider's scope.
- Installation of all food service equipment within the equipment provider's scope.

2.2 Price Validity: The quoted cost for equipment shall be valid for a period of 30 days from the date of issuance. After the 30-day time frame, the price is subject to change.

2.3 Price Markup: Grady's will provide equipment at Grady's purchased cost with an additional mark-up of 10%.

2.4 Equipment Deposit Fee: Upon Client approval of Food Service Equipment Submittal and request of equipment ordering, Grady's requires a deposit fee equal to 50% the cost of the equipment package.

2.5 Equipment Invoicing: Once the 50% equipment deposit fee has been exhausted, Grady's will invoice for each equipment item received to the Grady's Warehouse after the date of receiving.

2.6 Service Charges: After transportation and/or installation of each Food Service Equipment item/s within the equipment package, the service charges of storage, freight, and/or installation of the equipment pieces transported on site will be invoiced as a percentage respective to the service amount required for the specific equipment items that have been transported/installed on the project site.

3. KITCHEN EQUIPMENT CONTRACTOR SCOPE:

3.1 Scope of Work: The scope of work for the Kitchen Equipment Contractor (Grady's) shall be limited to SECTION 114000 ONLY.

3.2 Tax and Permits: Tax is not included in the quoted prices unless specified. Grady's is not responsible for any permits, local codes, or any extra fees on permits if required in certain areas that exceed the manufacturer's allowances (e.g., exhaust hoods and ANSUL systems).

3.3 ANSUL Testing: Grady's is not responsible for extra trips for ANSUL testing due to other trades' connections being incomplete or incorrect.

3.4 On-Site Disposal Facilities: On-site disposal facilities shall be provided by others.

3.5 Utility Connections: All final utility connections, including electrical and plumbing, shall be completed by others. Quote excludes all electrical and plumbing work.

3.6 Gas Equipment: On gas-powered equipment, neither Grady's nor the manufacturers provide a gas pressure regulating valve with a limiting device; this is to be provided by the plumbing contractor.

3.7 Low Voltage Hookups: Grady's is not responsible for low voltage hookups on hoods or any other low voltage hookups, including U-line wiring and core drilling.

3.8 Curbs and Supports: Grady's is not responsible for the installation of curbs or supports for walk-in compressors, counters, or roof penetrations.

3.9 Location of Condensing Units: Grady's is not responsible for the location of the condensing units for walk-ins.

3.10 Engineered Drawings: Grady's is not responsible for engineered drawings for anything in the food service areas, including but not limited to remote refrigeration lines/racks, exhaust ducts, fans, underground plumbing, beer tap, and soda lines.

3.11 Walk-In Coolers with Recessed Floors: Walk-in coolers with recessed floors require insulated foam and concrete below. All materials needed for insulated flooring are to be provided by others. Grady's will only provide insulated floor panels when specified.

3.12 Drains and Wastewater: Grady's is not responsible for any drains or wastewater for walk-in coolers or freezers.

3.13 Exclusions: Pricing does not include Davis Bacon or prevailing wages unless specified in the Invitation to Bid ("ITB"). Pricing does not include bond rates unless specified in the ITB. Items or accessories shown as alternate or optional in the quote are not included; if needed, they must be added to the quote.

3.14 Renovation Services: Grady's does not provide any renovation services and excludes all work dealing with existing or used equipment. The proposal is solely to provide and install, minus final connections, new equipment according to the specifications listed. Grady's will not remove or reinstall any existing equipment, nor will Grady's perform any demolition work in the kitchen area.

ENTIRE AGREEMENT:

4.1 Entire Agreement: This Agreement constitutes the entire understanding between the parties concerning the Project and supersedes all prior agreements, understandings, and negotiations, whether oral or written.

GOVERNING LAW:

5.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of [Colorado], without regard to its conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Design-Build Agreement as of the Effective Date.

:

By: _____

Name:

Title:

Date: _____

Gradys:

By: _____

Name: Kaven Martinez

Title: BIM/CAD Director

Date: _____

EXHIBIT A - PROJECT PROPOSAL

GRADYS

Creating Connections

PROJECT PROPOSAL



Project Name:

Project Address:

Customer Contact Information:

Name:

Role:

Email:

Phone:

Organization:

Scope of Work:

1. Site analysis and assessment

- Evaluate existing conditions and constraints
- Analyze workflow and traffic patterns

2. Space planning and layout design

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LEVEL-01 KITCHEN AND BAR

Square Footage	Estimated Time of Design Completion
1150 ft ²	40.25 hrs

OUR STUDIO



DELIVERY CAPABILITIES



CAPABILITES

DC/Fleet

Consolidation of equipment at our LEED certified facility paired with our fleet of well-maintained delivery vehicles will deliver your equipment in the most cost effective and efficient manner possible. Value in service and customer satisfaction is our number one goal.

Team

Every Gradys team member is comprehensively trained in safety, delivery, and expert stocking. Maintaining the industry's highest safety protocols while receiving recognition for our continuous safety record ensure our customers satisfaction.

Coordination

From gathering bid information to job site unloading and stocking schedules, every Gradys delivery is a well-planned, highly-coordinated team effort involving our sales staff, project managers, and dispatch professionals.

*ITEMS INCLUDED THAT ARE NOT IN SPECIFICATIONS

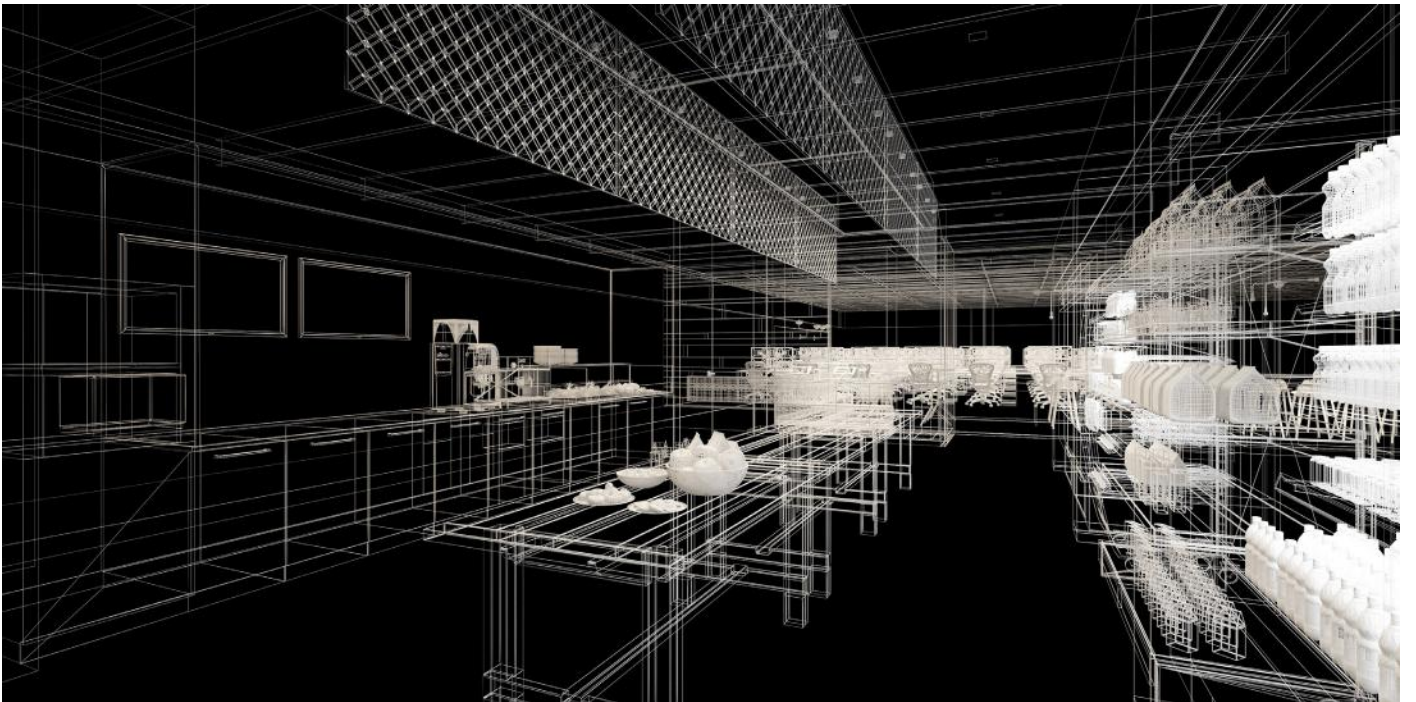
PROJECT FLOW

- DESIGN BUILD
- SUBMITTALS
- BIM/VC RENDERINGS WITH SHOP DRAWINGS *
- MEP VERIFICATION & COORDINATION
- FIELD VERIFICATION
- PURCHASING & TRACKING
- RECEIVING, INSPECTION, & STAGING
- PHASED DELIVERY APPROACH
- PROFESSIONAL INSTALLATION & FIELD WELDS

You are never alone when you connect with Gradys. Our support team excels at managing customer needs, inevitable changes, tracking orders, and ensuring timely deliveries.

WWW.GOGRADYS.COM





OUR CLIENT SEGMENTS

Schools

Correctional Facilities

Restaurants

Community Centers

Universities

Healthcare Facilities

Food Trucks

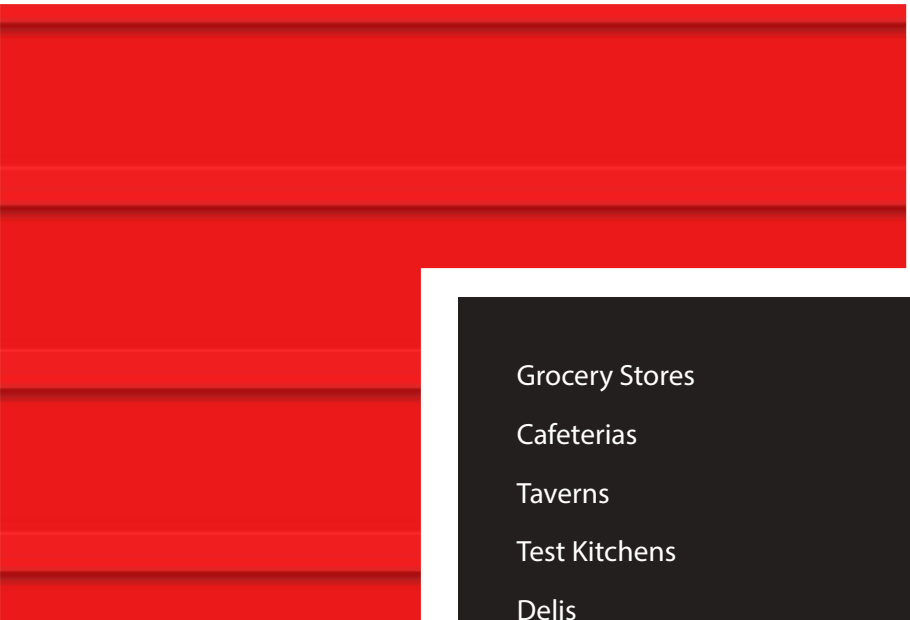
Government Facilities

Chain Restaurants

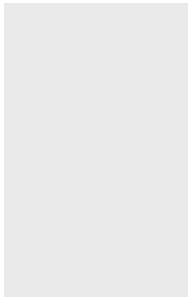
Coffee Shops

Event Centers





Grocery Stores
Cafeterias
Taverns
Test Kitchens
Delis





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