



Nine Mile Creek Discovery Point  
12800 Gerard Drive

Eden Prairie, MN 55346

(952) 835-2078

[www.ninemilecreek.org](http://www.ninemilecreek.org)

## MEMO

**TO: Nine Mile Creek Watershed District Board of Managers**  
**FROM: Randy Anhorn**  
**DATE: May 4, 2020**  
**RE: Discovery Point Building Addition - Furniture**

### **Background**

At the Manager's March 19 Regular Board meeting the Managers awarded the District's building addition project to Dering Pierson Group LLC and authorized the administrator to enter into an agreement with them to undertake the project. The agreement has been fully executed.

In addition, staff has submitted permit applications for our own District permit and the City of Eden Prairie land alteration and building permits.

As the final design for the addition became finalized, staff worked with Commercial Furniture Services (CFS) in St. Louis Park (CFS provided the original furniture when we moved into Discovery Point) to determine what furniture would be needed for the added offices and storage area. Because the make and style of our current furniture is still available, we worked to supplement our current furniture with new furniture that would be needed. The resulting office furniture set-up plan and associated proposal (dated 5/4/2020) are attached.

The proposal includes the required new furniture for the offices (shown as #120, 121, Gale [sic], Randy), the storage area (#102), and tear down and storage of existing furniture and their delivery and setup of all the furniture once the construction is complete.

The proposal total is for \$13,107.26.

### **Request**

Because the purchase exceeds the spending authority of the administrator (< \$5,000 for a single purchase), staff is seeking approval for the purchase of the needed office furniture at an amount not to exceed \$13,108.



# PROPOSAL

Randy Anhorn  
 Nine Mile Creek  
 12800 Gerard Dr  
 Eden Prairie MN55346  
 P: 952-835-2078 F:  
 ranhorn@ninemilecreek.org

CFS Representative  
 Anne Deardorff  
 P: 952-915-6331  
 anne.deardorff@cfsmn.com  
 F: 952-922-4025  
 5/4/2020

## NINE MILE CREEK - NEW SPACE - NEW FURNITURE NEEDED

102					
Qty	Mfg	Item #	Description	Unit	Extended
5	GLB	1942P-5F12	19.25"d x 42"w x 66.39"h, 4 Fixed Drawers,1 Rec dr/rlout, CW Std, 1900P SERIES, UNIVERSAL FILING ~STD Metal File Case & Storage Front Paint Finishes (Global Standard Paint Finishes) ~GLO Global Standard Colors DPT 1-Desert Putty W490 C-Keyed For Lock #W490	\$702.26	\$3,511.30
				<b>SubTotal :</b>	<b>\$3,511.30</b>

120					
Qty	Mfg	Item #	Description	Unit	Extended
1	GRP	7NNN-BU3072	Work Surface,D-Shaped,Smth Edg,Nickel Steel Leg,No Mod. Pnl. 30"(750MM)Dx72"(1800MM)W TWT Wood Grain: Tuscany Walnut	\$521.81	\$521.81
1	GRP	7NNN-DT2072A	Work Surface,Rect,Smth Edg,Full-Ht Mod. Pnl,2 Full-Width Legs,1 Grommet 20"(500MM)Dx72"(1800MM)W (1) Single-Tone TWT Wood Grain: Tuscany Walnut	\$413.14	\$413.14
1	GRP	7NNN-DT2448C	Work Surface,Rect,Smth Edg,Full-Ht Mod. Pnl,2 Recessed Legs,1 Grommet 24"(600MM)Dx48"(1200MM)W (1) Single-Tone TWT Wood Grain: Tuscany Walnut	\$352.93	\$352.93
1	GRP	MNNCS-MP1518 UF	MOBILE PEDESTAL (1) Single-Tone TWT Wood Grain : Tuscany Walnut	\$427.82	\$427.82
1	WRT	58-FDLX54-72-F3 0	Fundamentals LX, 2 Leg Base, 30" Flat Feet, For 58"W Wksf, C9 Compliant -PS Programmable Switch -S Silver MEMS-FD2 MEMS-FD2 Anti Collision Upgrade	\$524.51	\$524.51
1	WRT	95223	Wire Way, Under Surface Cable Manager, 3ft, Black	\$22.61	\$22.61
1	WRT	CONF-1SDA-WO -S	Conform Articulating Arm, w/o Base MON-ADPTVQR-W-B Plastic Quick Release Adaptor	\$123.85	\$123.85
1	WRT	CONF-BSE-CCG-S	Conform C-Clamp & Grommet Base	\$31.35	\$31.35
				<b>SubTotal :</b>	<b>\$2,418.02</b>

121					
Qty	Mfg	Item #	Description	Unit	Extended

NINE MILE CREEK - NEW SPACE - NEW FURNITURE NEEDED

1	GRP	7NNN-BU3072	Work Surface,D-Shaped,Smth Edg,Nickel Steel Leg,No Mod. Pnl. 30"(750MM)Dx72"(1800MM)W TWT Wood Grain: Tuscany Walnut	\$521.81	\$521.81
1	GRP	7NNN-DT2072A	Work Surface,Rect,Smth Edg,Full-Ht Mod. Pnl,2 Full-Width Legs,1 Grommet 20"(500MM)Dx72"(1800MM)W (1) Single-Tone TWT Wood Grain: Tuscany Walnut	\$413.14	\$413.14
1	GRP	7NNN-DT2448C	Work Surface,Rect,Smth Edg,Full-Ht Mod. Pnl,2 Recessed Legs,1 Grommet 24"(600MM)Dx48"(1200MM)W (1) Single-Tone TWT Wood Grain: Tuscany Walnut	\$352.93	\$352.93
1	GRP	MNNCS-MP1518	MOBILE PEDESTAL UF (1) Single-Tone TWT Wood Grain : Tuscany Walnut	\$427.82	\$427.82
1	WRT	58-FDLX54-72-F30	Fundamentals LX, 2 Leg Base, 30" Flat Feet, For 58"W Wksf, C9 Compliant -PS Programmable Switch -S Silver MEMS-FD2 MEMS-FD2 Anti Collision Upgrade	\$524.51	\$524.51
1	WRT	95223	Wire Way, Under Surface Cable Manager, 3ft, Black	\$22.61	\$22.61
1	WRT	CONF-1SDA-WOBS	Conform Articulating Arm, w/o Base -S MON-ADPTVQR-W-B Plastic Quick Release Adaptor	\$123.85	\$123.85
1	WRT	CONF-BSE-CCG-S	Conform C-Clamp & Grommet Base	\$31.35	\$31.35

**SubTotal : \$2,418.02**

**GALE**

Qty	Mfg	Item #	Description	Unit	Extended
1	GRP	7NNN-BU3072	Work Surface,D-Shaped,Smth Edg,Nickel Steel Leg,No Mod. Pnl. 30"(750MM)Dx72"(1800MM)W TWT Wood Grain: Tuscany Walnut	\$521.81	\$521.81
1	WRT	58-FDLX54-72-F30	Fundamentals LX, 2 Leg Base, 30" Flat Feet, For 58"W Wksf, C9 Compliant -PS Programmable Switch -S Silver MEMS-FD2 MEMS-FD2 Anti Collision Upgrade	\$524.51	\$524.51
1	WRT	95223	Wire Way, Under Surface Cable Manager, 3ft, Black	\$22.61	\$22.61
1	WRT	CONF-1SDA-WOBS	Conform Articulating Arm, w/o Base -S MON-ADPTVQR-W-B Plastic Quick Release Adaptor	\$123.85	\$123.85
1	WRT	CONF-BSE-CCG-S	Conform C-Clamp & Grommet Base	\$31.35	\$31.35

**SubTotal : \$1,224.13**

**RANDY**

Qty	Mfg	Item #	Description	Unit	Extended
1	GRP	T5NN-R36	ROUND TOP - 1 1/2 inch laminate with smooth edge, 36"(900MM)W x 36"(900MM)D TWT Wood Grain: Tuscany Walnut	\$247.68	\$247.68
1	GRP	TNNS-DC22	DISC BASE - Silver Metal	\$298.11	\$298.11

**SubTotal : \$545.79**

**RELATED FEES**

NINE MILE CREEK - NEW SPACE - NEW FURNITURE NEEDED

Qty	Mfg	Item #	Description	Unit	Extended
1	CFS	SVC	Service Fee	\$150.00	\$150.00
1	CFS	LABREG	Labor to Receive, Deliver & Install	\$1,980.00	\$1,980.00
			New offices as well as two existing that were dismantled for construction		
1	CFS	VEH	Vehicle Charge	\$320.00	\$320.00
1	CFS	DISP	Disposal Fee	\$50.00	\$50.00
1	CFS	LABDES	Design Labor	\$490.00	\$490.00
				<b>SubTotal :</b>	<b>\$2,990.00</b>

Qty	Mfg	Item #	Description	Unit	Extended
1			Sales Tax TBD	\$0.00	\$0.00
				<b>SubTotal :</b>	<b>\$0.00</b>

**Grand Total : \$13,107.26**

## Commercial Furniture Services, Inc. - Terms and Conditions

Each quotation, proposal or purchase order is subject to these Terms and Conditions of Sale, except as agreed upon by Commercial Furniture Services, Inc. (CFS) in writing.

### 1. QUOTATIONS AND ORDERS

- a. **DOCUMENTS:** Documentation, bids, designs, renderings, images, photos and floor plans provided by CFS remain the property of CFS until the time of sale to the Buyer. The Buyer or his authorized agent(s) must provide CFS accurate and detailed prints and elevations of the project's base building. Changes required to remedy situations due to inaccurate base building floor plans and elevations can result in additional charges to the Buyer.
- b. **TERMS:** Prices quoted by CFS are firm for 30 days from the date of our quotation as per the terms established by a written Purchase Agreement between CFS and the Buyer. Additional Tariffs, Fuel Surcharges and other fees may apply. Clerical errors are subject to correction.
- c. **ACCEPTANCE:** All orders require a (i) hard copy or electronic Purchase Order from the Buyer or, (ii) an approved quotation with an authorized signature and date of acceptance.
- d. **DIFFERENT OR ADDITIONAL TERMS:** CFS will consider any different, additional or modified terms proposed by the Buyer in his Purchase Order or, any other response to CFS' offer as a counter offer. All Terms and Conditions must be agreed upon and signed off by CFS and the Buyer in written form before the order will be approved and processed.
- e. **CUSTOMER REQUIRED DATE:** A mutually agreed upon delivery date between the Buyer and CFS is required for each order and will be used as the customer's required date.
- f. **DEPOSITS:** A minimum deposit of **50%** will be required for all orders.
- g. **PROJECT MANAGEMENT FEE / SERVICE FEE:** CFS will bill a 1.5% Project Management Fee / Service Fee that equals 1.5% of the total furniture, accessory and equipment charges.

### 2. INVOICING

- a. **TIMING:** Product orders will be invoiced after the delivery of the order to the project jobsite or, two weeks after the order has been held in an offsite location due to a delay in the project. Services will be invoiced after the services have been substantially rendered. Progress invoices for services may be billed to the Buyer if the project takes more than two weeks time to complete.
- b. **PAYMENT TERMS:** Payment Terms are Net 30 days from the date of the invoice. The Buyer agrees not to withhold payment on any invoice because of partial delivery or open punch list items.
- c. **FREIGHT:** Unless otherwise noted, any applicable freight charges and surcharges are not included in CFS' price quotations and will be invoiced as an additional, separate line item. Freight charges cannot be determined until firm delivery dates are set by the client and affirmed by CFS.
- d. **TAXES:** Unless otherwise noted, any applicable sales, use, excise or any other taxes are not included in CFS' price quotations and, they will be invoiced to the Buyer as a separate line item. The Buyer agrees to pay any and all applicable taxes. If the Buyer has a Tax Exempt status, a Certificate of Tax Exemption must be provided to CFS prior to the order placement. The Buyer is responsible for any self-assessment and remittance of any and all applicable taxes due jurisdictions outside of Minnesota.

### 3. OTHER CHARGES

- a. **CHANGES/CANCELLATIONS:** The buyer will pay all additional charges from the manufacturer(s) for order changes and/or cancellations which the manufacturers agree to and accept. Any and all changes to orders placed by CFS on the Buyer's behalf must be communicated in written form by an authorized representative of the Buyer. ALL PRODUCT IS CUSTOM MANUFACTURED TO THE BUYER'S SPECIFICATIONS AND CANNOT BE RETURNED.
- b. **ADDITIONAL HANDLING CHARGES:** Additional handling charges will be billed to the Buyer in the following cases: if the jobsite is not available on the mutually agreed upon customer required date; if there are delays because of site conditions which do not allow CFS clear and easy access for the project installation; if the activities of other trades hinder or delay the schedule of CFS' scheduled work; if there are delays in product shipments not purchased from CFS; if the agreed upon work schedule and project phasing is altered and requires more trips and shift differential pay or, there are conditions that are outside of the requirements for performance that are defined in CFS' proposal / quotation. Charges incurred by CFS to meet the altered project requirements will include all labor, transportation, storage, third party, building prep and materials, elevator / lift charges, supplies and materials, etc. - billed at the applicable rate.
- c. **STORAGE:** If the project jobsite is not ready to receive the Buyer's material ordered from CFS within 14 business days, CFS will arrange to store the material on the jobsite, on trailers, at CFS' facility or, in another facility. All additional handling, transportation and storage charges will be billed to the Buyer. The Buyer will provide insurance coverage for the product which requires storage.
- d. **LEGAL FEES:** Should either party incur any expense in enforcing any terms, covenants, conditions, representations, or warranties of the Agreement, the party in default will pay all expenses including reasonable attorney's fees.

### 4. DELIVERY & INSTALLATION

- a. **CFS' RESPONSIBILITIES:** CFS will receive, inspect, stage, deliver and install the Buyer's products. All new furniture will be cleaned and put into good working order. Cartoning and packing materials will be removed; the Buyer will be responsible for all charges - labor, transportation and fees - for recycling or disposing of the waste from their project. All used furniture is sold "As-Is, Where-Is". It will be cleaned, repaired or refurbished only with an additional written service agreement signed by the Buyer and acknowledged by CFS. Where circumstances allow and permit, CFS may elect to receive the Buyer's products at the project jobsite.
- b. **FREIGHT CLAIMS:** Claims for product damaged in transit will be processed by CFS and damaged product will be repaired or replaced to the reasonable satisfaction of the customer. For Buyer's product required to be held off site by CFS due to project delays, an agreement must be reached and signed off on - in written form - regarding receiving, inspection, freight claims and hidden damages, processes and, handling charges.
- c. **DROP SHIPMENTS:** In the case of Drop Shipments when the Buyer's products are delivered directly to the Buyer without any receiving services performed by CFS - the Buyer will receive, inspect and install the goods purchased from CFS. The Buyer will be responsible for all inspections and freight claims in the event of damage to the product they have purchased from CFS. Any claims must be filed within 5 days from receipt of product.
- d. **NORMAL BUSINESS HOURS:** Unless otherwise agreed upon by CFS and the Buyer- delivery, installation and other CFS services will be done during Normal Business Hours 8:00 - 4:30, Monday- Friday, excluding Holidays.
- e. **CONDITION OF JOBSITE:** The project jobsite will be clean and clear of all obstructions, materials, equipment and debris. The Buyer will provide adequate facilities and space for CFS to unload, stage, move, handle and store the products required for the installation of the Buyer's goods.
- f. **JOBSITE SERVICES:** The Buyer will provide electrical, heating, lighting and elevator / lift / hoist services to CFS at the project jobsite without any charge to CFS. Additional handling charges will result from any delays which CFS experiences in sharing docks or elevators / lifts / hoists with other building trades or tenants.
- g. **DELIVERY & INSTALLATION:** CFS is a non-union company. If applicable, trade regulations at the time of installation require employing other

# NINE MILE CREEK - NEW SPACE - NEW FURNITURE NEEDED

tradesman to complete the installation - union or non-union - any additional costs will be paid by the Buyer.

- h. ELECTRICAL, DATA AND PHONE:** As per Minnesota Statute, a Licensed Electrician must hardwire all furniture components to the house base power, make panel to panel connections and perform any other electrical work as denoted by Minnesota statutes and codes. The Buyer and his contractor must provide an electrician, at their cost, to perform this work as well as all Data and Phone work required for their project. CFS does not provide these services unless the Buyer requests that CFS contract with a licensed electrician, low-voltage or communications vendor, whose charges would then be quoted to, and passed on to, the buyer.
- i. MOVING/RELOCATION SERVICES:** Buyer's responsibilities: The Buyer will have all furniture, equipment and contents prepped, labeled and packed as per CFS' Moving Instructions. The Buyer will be packed and ready for their move at the agreed upon time. Representatives will be available to answer any questions regarding the move on both ends of the move. Additional charges may result if the Buyer does not prepare for their relocation as per CFS' instructions, if they are not ready at the agreed upon time, or if they are not present to answer relevant questions during their move. All electronic equipment including computers, printers, copiers, phones, servers, etc., must be prepped and disconnected by the Buyer or his authorized equipment representatives. CFS will not be responsible for damages to any equipment that is not properly prepped or disconnected. CFS also does not re-install any of the above items, nor will they take any responsibility to do so. CFS will not be responsible for moving laptop computers, tablets or any other personal electronic devices.
- j. RISK OF LOSS:** The responsibility for the security and safeguarding of the delivered furniture shall pass to the Buyer at the time of delivery to the project jobsite or designated storage facility. Upon delivery to the project jobsite or storage facility, the Buyer assumes all Risks of Loss of the goods and the Buyer shall not be released from any obligations under this agreement because of any loss, damage or disrepair suffered by the goods following delivery to the project jobsite or storage facility.
- k. INSURANCE:** CFS will carry General Liability, Workman's Compensation, Property Damage and, Automobile Insurance. The Buyer will be responsible to carry, at their expense, Liability and Property insurance covering the jobsite and its contents including all risks of physical loss and damage.

## 5. ADDITIONAL TERMS

- a. WARRANTIES:** Disclaimer of Liability - CFS will assist the Buyer in the resolution of problems on claims concerning damaged and/or defective materials or workmanship made within the Guarantee or Warranty Period as stated by the particular manufacturer, supplier or fabricator and will arrange for the repair or replacement of any damaged or defective items following delivery or installation. CFS disclaims any warranties, express or implied, including warranties of merchant-ability and fitness for a particular purpose. CFS will have no responsibility whatsoever to the Buyer or to any other person for injury to person or damage or loss of property or value caused by any product purchased hereunder. **ALL WARRANTIES LIE WITH THE MANUFACTURER OF EACH PRODUCT - NOT CFS.** NOTE: Glass Stacking Panels or Up-Mounted Glass can break if moved incorrectly. The manufacturers that CFS represents will not be responsible for broken glass that is the result of having non-qualified personnel attempting to move panels with these glass sections.
- b. INTERPRETATION OF TERMS AND CONDITIONS:** This writing is intended by all parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their dealings between the parties, if any. No failure by any party to insist upon strict compliance by the other party with any of the terms, provisions, or condition of the Agreement, in any instance, shall be construed as a waiver or relinquishment by either party or by the other party's right to insist upon strict compliance therewith in the future. Whenever a term defined by the Uniform Commercial Code as adopted in Minnesota is used in this agreement and not otherwise defined, the definition contained in the Code is to control.
- c. CTS BEYOND REASONABLE CONTROL:** CFS will not be liable for any delay or failure to deliver any or all of the product or services in case of delay or failure is caused by Buyer's actions, labor disputes, strikes, wars, riots, civil commotion, fire, flood, earthquake, hurricane, accident, storm or other destruction whole or in part of the product or the manufacturing plant, lack or inability to obtain raw materials, labor, fuel, or any other cause, contingency, or circumstances which prevent or hinder the manufacturer or delivery of the product or services beyond the reasonable control of CFS.
- d. WAIVER:** Neither party waives any of its rights or consents to any default under this agreement unless such party does so in writing.
- e. ASSIGNMENT AND DELEGATION:** No right or interest in this agreement shall be assigned by either Buyer or CFS without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation either by Buyer or CFS shall be made without the written permission of the other party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this section.
- f. INSTALLATION, SERVICE, AND/OR CONTRACTS:** Additional terms and conditions may apply to CFS' design, installation, rental and/or service contracts. Such contracts are incorporated herein by reference and shall take precedence on any conflict of terms.
- g. SECURITY INTEREST:** Buyer hereby grants CFS a purchase-money security interest in all goods identified in any invoice hereafter issued under this agreement in connection with the purchase of such goods to secure payment of the amount of such invoice and accrued finance charges thereon, and the Buyer hereby irrevocably authorizes CFS to file from time to time financing statements describing as collateral any goods so identified in any such invoice. Such goods will not be affixed to any real property in any manner which would change its nature from that of personal property to a fixture. Failure to pay any amount owed with respect to this agreement or any invoice issued under this agreement when due, or the occurrence of voluntarily or involuntarily proceeding under bankruptcy or insolvency laws which affects this agreement, shall constitute a default following which CFS may pursue any legal or equitable remedy available to CFS. Buyer will notify CFS immediately of any changes of name, location, or, if applicable, state of incorporation, organization or other registration.
- h. APPLICABLE LAW:** This agreement and all rights and obligations of the parties shall be governed by the laws of the State of Minnesota.

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please return by mail, fax or email to:  
Commercial Furniture Services  
Attn: Anne Deardorff  
4301 Hwy 7  
St. Louis Park MN 55416  
Fax: 952-922-4025  
anne.deardorff@cfsmn.com