

AGENDA
SHAKOPEE PUBLIC UTILITIES COMMISSION
REGULAR MEETING
July 19, 2021

To watch this meeting live click or copy the link: <https://tinyurl.com/SPU-YouTube-Live>

1. **Call to Order** at 5:00pm in the SPUC Service Center, 255 Sarazin Street.
 - 1a) **Roll Call**
2. **Communications**
3. **Consent Agenda**
 - C=> 3a) Approval of July 6, 2021 Minutes (GD)
 - C=> 3b) Approval of July 19, 2021 Agenda (KM)
 - C=> 3c) July 8, 2021 Warrant List
Account Credit Request/Deposit Refunds (JM)
 - C=> 3d) July 19, 2021 Warrant List (JM)
 - C=> 3e) Water Dashboard (LS)
 - C=> 3f) Union Vote Results (GD)
 - C=> 3g) SPU Leadership Team Interviews (GD)
 - C=> 3h) First Quarter Financials (JM)
4. **Reports: Liaison Items(JB)**
5. **Public Comment Period.** The public comment period provides an opportunity for the public to address the Commission on items that are not on the agenda. Comments should **not** exceed five minutes. The SPU President may adjust that time limit based upon the number of persons seeking to comment. This comment period may not be used to make personal attacks, to air personality grievances, or for political endorsements or campaigns. The public comments are intended for informational purposes only; Commissioners will not enter into a dialogue with commenters, and questions from Commissioners will be for clarification only.
6. **Reports: General Manager**
 - 6a) General Manager Update - Verbal (GD)
7. **Reports: Water Items**
 - 7a) Water System Operations Report – Verbal (LS)

8. **Reports: Electric Items**
 - 8a) Electric System Operations Report – Verbal (BC)
 - 8b) SPU Electric System Overview (JA)

9. **Reports: Human Resources**

10. **Reports: General Items**
 - 10a) SPU Facility Addition & Improvements (GD)

11. **Items for Future Agendas**

12. **Tentative Dates for Upcoming Meetings**
 - Regular Meeting -- August 2, 2021
 - Mid Month Meeting -- August 16, 2021 (Tentative)
 - Regular Meeting -- September 7, 2021 (Tuesday)
 - Mid Month Meeting -- September 20, 2021

13. **Adjourn** to August 2, 2021 Regular Meeting at the SPUC Service Center, 255 Sarazin Street

MINUTES OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
July 6, 2021
Regular Meeting

1. Call to Order. President Mocol called the July 6, 2021 meeting of the Shakopee Public Utilities Commission to order at 5:00 P.M. President Mocol, Vice President Fox, Commissioner Brennan, and Commissioner Letourneau were present. Commissioner Krieg arrived at 5:03.
2. Approval of Consent Agenda. Vice President Fox moved approval of the consent agenda. Commissioner Letourneau seconded the motion. Ayes: Mocol, Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried. The approved items were: June 21, 2021 Minutes; July 6, 2021 Agenda; July 6, 2021 Warrant List; MMPA June Meeting Minutes; Quarterly Nitrate Report; Private Hydrants Project; Res#2021-12 Resolution Setting the Amount of the Trunk Water Charge, Approving of Its Collection and Authorizing Water Service to Certain Property in Whispering Waters 1st Addition; Res#2021-13 Resolution Approving of the Estimated Cost of Pipe Oversizing on the Water Main Project for Whispering Waters 1st Addition; and Scott Street Water Main Crossing UPRR Tracks Update.
4. Liaison Report. Commissioner Brennan reported that the City Council took a tour of the City of Shakopee, including recent development, and saw the on-going utility projects.
5. Public Comment Period. No public comments were offered.
6. General Manager Report. Greg Drent, General Manager, gave an update on pending projects, including internal equity reporting and job descriptions, electric vehicle charger discussions with the City and MMPA, an upcoming rate study by Dave Berg Consulting in November, live-streaming of Commission meetings, and the billing system upgrade. Mr. Drent reported that the Minnesota Bureau of Mediation Services certified the union election results as follows: by a vote of 17 to 10, the International Union of Operating Engineers, Local 49, Minneapolis Minnesota is not the exclusive representative of the unit of applicable employees. Mr. Drent stated that the certification will be included in the next meeting packet. He discussed a potential tour of SPU facilities in the fall.
7. Water Report. Mr. Drent noted that the required Consumer Confidence Report, which addresses water quality, has been submitted to the Minnesota Department of Health. Mr. Drent provided an update of pending projects.

CR 83 County Project 83-24-and SPU 18-inch Water Main Replacement. Joseph Adams, Director of Planning and Engineering, noted that SPU staff proposed modifying the initial plans of replacing the water main. He noted that County staff expressed reluctance to modify the bids or to keep the water main in place, but that he is waiting for a further response from County staff.

Mr. Adams described the expected life of the existing water main as over 100 years, and noted that the 47-year old water main has not experienced any breaks. He discussed the expected costs for a repair, including restoring the road, as significantly less than the rejected bid responses for this project. Mr. Adams also noted that during the planning for this project, dating back to June 2018, the County presented the replacement option as a choice for SPU. Commissioners discussed concerns with the costs and the potential impact on ratepayers, as well as the change in position by the County. Commissioner Brennan moved to pursue revising the project scope to keep the water main in place or seeking an amicable resolution with the County staff, and if those efforts are unsuccessful, then authorizing the General Manager to provide notice to Scott County that SPU is terminating the Construction Cooperative Agreement, and that President Mocol and Commissioner Brennan contact County Commissioners to convey the concerns of the Commission. Vice President Fox seconded the motion. Ayes: Mocol, Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried.

8. Electric Report. Brad Carlson, Assistant Electric Superintendent, described six outages since the last Commission meeting. He provided an update of other projects, including Canterbury Park primary service for irrigation pumps, adding streetlights, underground inspections, and duct bank work at Levee Drive.

9. Human Resources. President Mocol presented the proposed Employment Agreement for the General Manager. Vice President Fox moved approval of the Employment Agreement as presented. Commissioner Krieg seconded the motion. Ayes: Mocol, Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried.

10. Marketing/Customer Service Report. Sharon Walsh, Marketing/Customer Relations Director, provided an update as to 177 recent disconnections due to nonpayment. She noted that 43% paid their balance in full, 47% chose the payment options, and 10% have moved and may require further collections efforts. Ms. Walsh also reported on Rhythm of the Rails, noting that the Chamber of Commerce is using the SPU past video to create a 30-second spot for the SPU sponsorship. Ms. Walsh discussed the revised water survey with the Commission, and the consensus was that if people say “no” to first question, they should be able to complete the rest of the survey.

11. Security and Data Protections Overview. Bob Romansky, Information Technology Coordinator, provided a high-level overview of cyber protections. He described the results of the assessment conducted by FRSecure in 2018. Mr. Romansky noted that an audit is anticipated in 2022 or 2023. President Mocol noted that if Commissioners wish to discuss specific topics in the future as to cybersecurity, the Commission should evaluate whether to close the meeting, depending on the nature of the subject matter. Mr. Drent will report back as to cybersecurity insurance coverage. Commissioner Brennan departed the meeting to attend a City Council meeting.

12. Water Tower Logo. Mr. Drent discussed the past practice of placing names and logos of the City of Shakopee and SPU on water towers and tanks. The consensus was to continue this practice as to names and logos.

13. Items for Future Agendas. Vice President Fox suggested a potential joint meeting with Scott County, the City of Shakopee, and SPU to improve working relationships and facilitate discussion.

14. Adjourn. Motion by Vice President Fox, seconded by Commissioner Letourneau, to adjourn to the July 19, 2021 meeting. Ayes: Mocol, Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried.

Greg Drent, Commission Secretary

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SHAKOPEE PUBLIC UTILITIES COMMISSION

Warrant List
 Account Credit Request/Deposit Refunds
 July 8, 2021

By direction of the Shakopee Public Utilities Commission, the Secretary does hereby authorize the following warrants drawn upon the Treasury of Shakopee Public Utilities

58992 ALBERTSON, ANNETTE	\$42.40
58993 ALONSO, JORGE L	\$59.45
58994 ALTMAN, BRANDON	\$34.52
58995 ALVAREZ GASTELUM, KARLA P	\$81.32
58996 BEBUS, MARINA & DENNIS	\$55.00
58997 BOIANOFF, PROKOPI S	\$28.54
58998 BRANDAU, TABITHA	\$1.44
58999 BRIGHT, MARY	\$6.51
59000 BROWER, MIRANDA	\$8.27
59001 BROWN, WILLIAM L	\$19.45
59002 CALAGUAS, ARLEN	\$35.39
59003 CAMPBELL, JENNIFER	\$181.47
59004 CHATTERJEE, SUMON & SANHITA	\$39.58
59005 CITIES EDGE MOTORSPORTS	\$170.00
59006 DE LA HOZ, JOSE	\$42.42
59007 DELGADO, DAISY	\$42.16
59008 DULAC, JASON	\$1.60
59009 EAST METRO CLEAN N PRESS	\$359.84
59010 ELGONDA, RAM R & VINATHA	\$643.46
59011 ERICKSON, KATHLEEN	\$13.77
59012 ERNST, JULAYNE I	\$13.59
59013 FARADA, FATOUMA	\$187.07
59014 FIFTH AVE FINDS	\$435.09
59015 FRIESE, AARON	\$67.95
59016 GIESEN, MEGAN	\$30.80
59017 GOULD, JOSEPH	\$65.96
59018 GRANT, CAMILLE	\$1,586.15
59019 HAMBLETON, STEVE & GENA	\$1.28
59020 HATHAWAY, PHOENIX & KEVIN	\$40.22
59021 HEILIG, COLE	\$11.64
59022 HOLM, JASON & ALANE	\$65.00
59023 ISD #720-HIGH SCHOOL	\$181.03
59024 JOHNSON, CHANELLE	\$1.56
59025 KNOX, KRISTINE & CAEB	\$31.80
59026 KOFFI, AFFOUE	\$1.60
59027 KORIR, VINCENT	\$29.12
59028 KRAUSE, CASEY & JANITA	\$153.77
59029 LAPATKA, SHANOAH R & JEREMY	\$18.35
59030 LARSON, WENDY	\$48.59
59031 LAVONE, SHELLEY	\$41.00
59032 LEINDECKER, TERRIE L	\$1,291.69
59033 LENNAR	\$4.05
59034 LINK, CHRISTOPHER	\$77.76
59035 LOGISTICS INSIGHT	\$4,175.14
59036 MCCORMICK, DALE & DIANE	\$277.59

59037 MELMER, CATHERINE	\$49.50
59038 MOHAMUD, HIBAQ	\$64.92
59039 OTTO, BREANNA	\$45.66
59040 PANGERL, NATHAN	\$62.68
59041 PERRY, LISA R	\$150.27
59042 PHAM, KAYLEE	\$124.73
59043 PULTE HOMES OF MN	\$11.92
59043 PULTE HOMES OF MN	\$58.98
59044 RAHMAN, NICK	\$84.07
59045 ROBERTSON, TODD	\$63.30
59046 ROLF-WATT, MELISSA L	\$100.54
59047 SARAZIN FLATS II	\$1.47
59048 SCHLUETER, SUE	\$4.36
59049 SCHMIDT, MARION R	\$24.90
59050 SCOTT COUNTY CDA	\$30.94
59051 SITU, WEI YI	\$2.01
59052 SOWERS, MIKE	\$56.85
59053 STEVENS, SHANE	\$36.87
59054 STOKFISZ, GREGORY M	\$46.84
59055 STOKKE, RICHARD B & PHYLLIS J	\$24.53
59056 STRAUTZ, NICHOLAS J & ANNE	\$67.80
59057 SULTZE, KELSEY	\$19.00
59058 TABAKOV, ALEXANDRA L	\$76.37
59059 THEIS, MARVIN J	\$89.81
59060 VAZQUEZ, ALFONSO	\$31.76
59061 VILCHIS, PAMELA	\$35.92
59062 WIEGAND, ALYSSA	\$121.32
59063 WILSON, ROBERT & BEVERLY	\$45.66
59064 ZILLOW HOMES INC	\$33.14

TOTAL

\$ 12,270.51



Presented for approval by: Interim Director of Finance & Administration

Approved by General Manager

Approved by Commission President

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

July 19, 2021

By direction of the Shakopee Public Utilities Commission, the Secretary does hereby
authorize the following warrants drawn upon the Treasury of Shakopee Public Utilities
Commission:

59072 ABDO, EICK & MEYERS, LLP	\$309.00
59073 ADVANTAGE COLLECTION PROFESSIONALS	\$326.79
59074 ALTEC INDUSTRIES, INC	\$394.24
59075 AMARIL UNIFORM CO.	\$713.10
59076 ANCOM COMMUNICATIONS INC	\$230.86
59077 APPA	\$475.00
59078 APPLE FORD OF SHAKOPEE	\$951.08
59079 ARROW ACE HARDWARE	\$41.85
59080 BDH2-MARSHALL, LLC	\$1,194.84
59081 BEESON, DANIEL	\$500.00
59082 BERNDTSON, ROBERT	\$180.88
59083 BIRDSEY, VANESSA	\$500.00
59084 BISCAY, ANDREW	\$500.00
59085 BORDER STATES ELECTRIC SUPPLY INC	\$338.47
59086 CALDWELL TANK, INC.	\$811,334.29
59087 CARR-SABA, JAMES	\$200.00
59088 CASPER, JEREMY	\$1,000.00
59089 CASTREJON INC.	\$82,308.00
59090 CDW LLC	\$1,927.01
59091 CENTERPOINT ENERGY	\$91.79
59092 CITY OF PRIOR LAKE	\$3,721.50
59093 CITY OF SHAKOPEE	\$7,031.98
59094 CITY OF SHAKOPEE	\$439,842.36
59095 CITY OF SHAKOPEE	\$1,725.50
59096 CLAREY'S SAFETY EQUIPMENT, INC	\$769.90
59097 COLEY, STEVE & STACY	\$350.00
59098 COMCAST CABLE COMMUNICATIONS, INC.	\$2.25
59099 CORE & MAIN LP	\$500.92
59100 CROATT, BRANDON & MONICA	\$500.00
59101 DAVENPORT, ANGIE	\$500.00
59102 DEL'S CONSTRUCTION COMPANY INC.	\$24,425.78
59103 DELTA DENTAL PLAN OF MN	\$5,349.21
59104 DENARDO, JACQUELYN	\$550.00
59105 DEWILD GRANT RECKERT AND ASSOCIATES	\$8,137.86
59106 DICK'S/LAKEVILLE SANITATION INC	\$262.86
59107 DRENT, GREG	\$159.04
59108 EATONS COOPER POWER SYSTEMS INC	\$77,338.99
59109 FERRELLGAS	\$18.79
59110 FURTHER	\$1,016.17
59111 GEIS, ROBERT	\$134.98
59112 GOPHER STATE ONE-CALL	\$1,152.90
59113 GORDAN, PETER	\$77.91
59114 GRAINGER	\$87.24
59115 HAWKINS INC	\$2,206.82
59116 HEALTHPARTNERS	\$82,513.51
59117 HENNEN'S AUTO SERVICE, INC.	\$136.65
59118 HENNUM, TONY	\$1,000.00
59119 IDEAL SERVICE CO, INC.	\$430.00
59120 IMPACT MAILING OF MINNESOTA, INC.	\$11,998.38
59121 INNOVATIVE OFFICE SOLUTIONS LLC	\$209.82
59122 INTEGRATED PROCESS SOLUTIONS, INC	\$1,483.04
59123 IRBY TOOL & SAFETY	\$1,064.53
59124 JET-BLACK FRANCHISE GROUP	\$710.00
59125 JOHNSON, MELISSA	\$200.00
59126 JT SERVICES	\$8,860.48
59127 KAUHANE, JONATHAN & BRENDA	\$500.00
59128 KAZYNSKI, TIM	\$500.00
59129 KERN, DAWN & RICHARD	\$500.00
59130 MCFARLANE, PATRICK & MARCY	\$500.00
59131 MCGRANN SHEA CARNIVAL	\$17,988.50
59132 MICHELS CORPORATION	\$192,822.12
59133 MID AMERICA METER INC	\$635.00
59134 MIDWEST SAFETY COUNSELORS, INC.	\$310.89
59135 MINN VALLEY TESTING LABS INC	\$720.00
59136 MINNESOTA DEPT OF HEALTH	\$27,338.00
59137 MPPA c/o Avant Energy	\$4,109,538.07
59138 MMUA	\$9,200.00
59139 MN AWWA	\$930.00
59140 MN DEPT OF REVENUE ACH PAYMENTS	\$88,618.00
59141 MUTHYA ARUN	\$175.79

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING


July 19, 2021

By direction of the Shakopee Public Utilities Commission, the Secretary does hereby
authorize the following warrants drawn upon the Treasury of Shakopee Public Utilities
Commission:

59142 NEVILLE, GERRY	\$123.20
59143 NICKOLAY, CINDY	\$202.16
59144 NORTHERN STATES POWER CO.	\$5,960.48
59145 NORTHWESTERN POWER EQUIPMENT CO.,	\$5,234.51
59146 POLMAN, SCOTT	\$170.99
59147 RAMY TURF PRODUCTS, LLC	\$1,441.51
59148 RW Beck Group, Inc, Leidos Eng. LLC	\$3,355.00
59149 SAMBATEK	\$15,128.00
59150 SATHE, VAIBHAV & SHILPA	\$179.99
59151 SHERWIN WILLIAMS	\$46.97
59152 SHORT ELLIOTT HENDRICKSON INC	\$6,520.65
59153 SIMMONS, KIRK	\$510.00
59154 SURVALENT TECHNOLOGY	\$2,970.00
59155 TEBRAKE, CINDY	\$1,000.00
59156 TRIPLETT, GREG	\$60.48
59157 VERIZON CONNECT NWF INC.	\$498.70
59158 VERIZON WIRELESS	\$1,503.96
59159 VERKE JARED	\$179.99
59160 VOURLOS, MICHAEL	\$160.61
59161 WESCO DISTRIBUTION INC	\$4,262.69
59162 XCEL ENERGY	\$3,600.00

TOTAL

\$6,091,372.83


Presented for approval by: Interim Director of Finance & Administration

Approved by General Manager

Approved by Commission President

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

July 19, 2021

By direction of the Shakopee Public Utilities Commission, the Secretary does hereby authorize the following warrants drawn upon the Treasury of Shakopee Public Utilities Commission:

59072	ABDO, EICK & MEYERS, LLP	\$309.00	HR Consulting
59073	ADVANTAGE COLLECTION PROFESSIONALS	\$326.79	Ayan Nur Misc. AR Acct.
59074	ALTEC INDUSTRIES, INC	\$394.24	adapter plug, Hydraulic Oil
59075	AMARIL UNIFORM CO.	\$713.10	FR clothing for B.R., C.V., R.B.,
59076	ANCOM COMMUNICATIONS INC	\$230.86	Service charge to work on radio unit 621
59077	APPA	\$475.00	Virtual WO & Asset Mgm Class for KW
59078	APPLE FORD OF SHAKOPEE	\$951.08	Brakes and rotors
59079	ARROW ACE HARDWARE	\$41.85	Plas Weld Syringe
59080	BDH2-MARSHALL, LLC	\$1,194.84	Lodging 4 guys going to school in Marshall, MN
59081	BEESON, DANIEL	\$500.00	2021 Res. Cooling & Heating Rebate
59082	BERNDTSON, ROBERT	\$180.88	204 Miles reimb.
59083	BIRDSEY, VANESSA	\$500.00	2021 Res. Cooling & Heating Rebate
59084	BISCAY, ANDREW	\$500.00	2021 Res. Cooling & Heating Rebate
59085	BORDER STATES ELECTRIC SUPPLY INC	\$338.47	High output batteries
59086	CALDWELL TANK, INC.	\$811,334.29	Pay request #4-Water tank 8 - WO#2259
59087	CARR-SABA, JAMES	\$200.00	2021 Res. Cooling & Heating Rebate
59088	CASPER, JEREMY	\$1,000.00	2021 Res. Solar Rebate
59089	CASTREJON INC.	\$82,308.00	Pyemt #1 for Levee Drive Ductbank Constr. - WO#2239
59090	CDW LLC	\$1,927.01	Fortinet Custom Coterm
59091	CENTERPOINT ENERGY	\$91.79	Gas usage for 10th Ave. 6/8-7/9/21
59092	CITY OF PRIOR LAKE	\$3,721.50	2nd Qtr. 2021 Franchise Fee
59093	CITY OF SHAKOPEE	\$7,031.98	June Fuel & Refund due from WO2412 - Shenandoah Dr. UG electric project
59094	CITY OF SHAKOPEE	\$439,842.36	SW (\$328,621.86) & SD (\$111,220.50)
59095	CITY OF SHAKOPEE	\$1,725.50	June R.O.W. permits
59096	CLAREY'S SAFETY EQUIPMENT, INC	\$769.90	rubber hip boots Water dept. J.H. and B.R.
59097	COLEY, STEVE & STACY	\$350.00	2021 Res. Cooling & Heating Rebate
59098	COMCAST CABLE COMMUNICATIONS, INC.	\$2.25	July cable bill for lunchroom
59099	CORE & MAIN LP	\$500.92	WO#2451 - \$428.92-Sensus touch pads, \$ 72.00 - hex bolt and hex nut
59100	CROATT, BRANDON & MONICA	\$500.00	2021 Res. Cooling & Heating Rebate
59101	DAVENPORT, ANGIE	\$500.00	2021 Res. Cooling & Heating Rebate
59102	DEL'S CONSTRUCTION COMPANY INC.	\$24,425.78	WO#2470 -SPU Permit from City of Shakopee
59103	DELTA DENTAL PLAN OF MN	\$5,349.21	July dental premiums
59104	DENARDO, JACQUELYN	\$550.00	2021 Res. Solar Rebate
59105	DEWILD GRANT RECKERT AND ASSOCIATES	\$8,137.86	\$930.00 - General service - \$863.00 - WO#2527 - Layout prep - \$653.50-WO#2507 - Stagecoach Rd. Dist.
59106	DICK'S/LAKEVILLE SANITATION INC	\$262.86	Garbage service July
59107	DRENT, GREG	\$159.04	Mtg with comm, Bill R. @ city pilot prog
59108	EATONS COOPER POWER SYSTEMS INC	\$77,338.99	15 kV 3 Phase Vacuum Switch (RVAC-9)
59109	FERRELLGAS	\$18.79	Bonnet Kit
59110	FURTHER	\$1,016.17	Claim reimb. Flex Dental & Dependent care
59111	GEIS, ROBERT	\$134.98	2021 IRRIGATION CONTROLLERS
59112	GOPHER STATE ONE-CALL	\$1,152.90	June locates
59113	GORDAN, PETER	\$77.91	2021 IRRIGATION CONTROLLERS
59114	GRAINGER	\$87.24	Wasp and Hornet Killer, 14 oz. Aerosol
59115	HAWKINS INC	\$2,206.82	7 cylinders Chlorine
59116	HEALTHPARTNERS	\$82,513.51	July Health Care Premiums
59117	HENNEN'S AUTO SERVICE, INC.	\$136.65	Synthetic oil 5W30
59118	HENNUM, TONY	\$1,000.00	2021 Res. Solar Rebate
59119	IDEAL SERVICE CO, INC.	\$430.00	well 21 and 2 - TCI filter & booster pum
59120	IMPACT MAILING OF MINNESOTA, INC.	\$11,998.38	Statements 5/28-7/1/21
59121	INNOVATIVE OFFICE SOLUTIONS LLC	\$209.82	Office Supplies
59122	INTEGRATED PROCESS SOLUTIONS, INC	\$1,483.04	Well 2 Flow meter
59123	IRBY TOOL & SAFETY	\$1,064.53	Hi voltage testing blankets
59124	JET-BLACK FRANCHISE GROUP	\$710.00	WO#2500 - Sealcoat & Asphalt cleaning
59125	JOHNSON, MELISSA	\$200.00	2021 Res. Energy Star Appliance
59126	JT SERVICES	\$8,860.48	Red marking/locating flags/ elect dept.
59127	KAUHANE, JONATHAN & BRENDA	\$500.00	2021 Res. Cooling & Heating Rebate
59128	KAZYNSKI, TIM	\$500.00	2021 Res. Energy Cooling & Heating
59129	KERN, DAWN & RICHARD	\$500.00	2021 Res. Cooling & Heating Rebate
59130	MCFARLANE, PATRICK & MARCY	\$500.00	2021 Res. Cooling & Heating Rebate
59131	MCGRANN SHEA CARNIVAL	\$17,988.50	Municipal Regulatory matters
59132	MICHELS CORPORATION	\$192,822.12	WO#2356 - Hanson Ave. Water main thru 6/30/21
59133	MID AMERICA METER INC	\$635.00	Shop supplies
59134	MIDWEST SAFETY COUNSELORS, INC.	\$310.89	COMFO CLASSIC face piece
59135	MINN VALLEY TESTING LABS INC	\$720.00	Nitrate/Nitrite Testing
59136	MINNESOTA DEPT OF HEALTH	\$27,338.00	2nd Qtr. Community Water Connection fee
59137	MMPA c/o Avant Energy	\$4,109,538.07	June power bill
59138	MMUA	\$9,200.00	3rd Qtr. Safety Management Program

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

July 19, 2021

By direction of the Shakopee Public Utilities Commission, the Secretary does hereby
authorize the following warrants drawn upon the Treasury of Shakopee Public Utilities
Commission:

59139 MN AWWA	\$930.00 Registration to attend conference for B.S, T.M. and D.H.
59140 MN DEPT OF REVENUE ACH PAYMENTS	\$88,618.00 June Sales & Use Tax
59141 MUTHYA ARUN	\$175.79 2021 IRRIGATION CONTROLLERS
59142 NEVILLE, GERRY	\$123.20 161 Mile reimb.
59143 NICKOLAY, CINDY	\$202.16 176 Miles reimb.
59144 NORTHERN STATES POWER CO.	\$5,960.48 June power bill
59145 NORTHWESTERN POWER EQUIPMENT CO.,	\$5,234.51 Cushioned Check Valve
59146 POLMAN, SCOTT	\$170.99 2021 IRRIGATION CONTROLLERS
59147 RAMY TURF PRODUCTS, LLC	\$1,441.51 pasture mix grass 25lb bags
59148 RW Beck Group, Inc, Leidos Eng. LLC	\$3,355.00 May & June summer peak op study
59149 SAMBATEK	\$15,128.00 WO#2041 - \$2006.50-Windermere Booster Station/Pump Hse, WO#2259 - \$1042.50 - Elevated Water Tank 8, WO#2525 - \$12079.00 - Production Well #23
59150 SATHE, VAIBHAV & SHILPA	\$179.99 2021 IRRIGATION CONTROLLERS
59151 SHERWIN WILLIAMS	\$46.97 spray paint/primmer
59152 SHORT ELLIOTT HENDRICKSON INC	\$6,520.65 WO#2356 - Hanson Blvd. WM CIPP thru 6/30/21
59153 SIMMONS, KIRK	\$510.00 2021 Res. Appliance rebate
59154 SURVALENT TECHNOLOGY	\$2,970.00 Survalent Training - R.W. & D.P.
59155 TEBRAKE, CINDY	\$1,000.00 2021 Res. Solar Rebate
59156 TRIPLETT, GREG	\$60.48 108 Miles reimb.
59157 VERIZON CONNECT NWF INC.	\$498.70 Water dept. vehicle service
59158 VERIZON WIRELESS	\$1,503.96 Cell phone usage 5/24-6/23
59159 VERKE JARED	\$179.99 2021 IRRIGATION CONTROLLERS
59160 VOURLOS, MICHAEL	\$160.61 June mileage reimb.
59161 WESCO DISTRIBUTION INC	\$4,262.69 Hold Down Bars H56-30-23
59162 XCEL ENERGY	\$3,600.00 balance not paid from June electric use at Valley Park Dr.
TOTAL	\$6,091,372.83

Presented for approval by: Interim Director of Finance & Administration

Approved by General Manager

Approved by Commission President

Monthly Water Dashboard

As of: June 2021

Shakopee Public Utilities Commission

ALL VALUES IN MILLIONS OF GALLONS

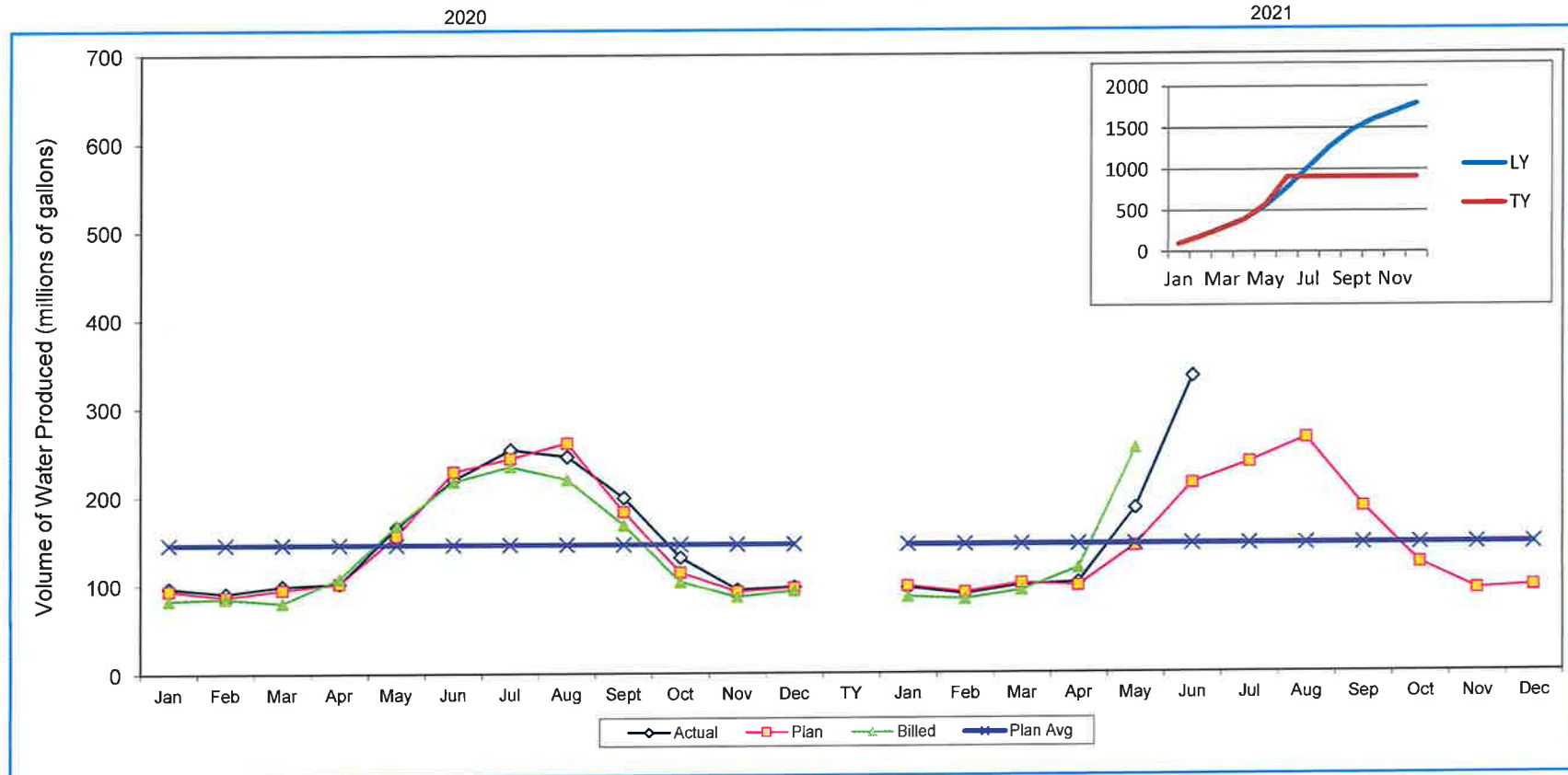
Element/Measure

Water Pumped/Metered

Averages

2018	153
2019	139
2020	150

Last 6 months actuals	96	89	99	102	186	335
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LY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Actual	97	91	99	102	166	220	254	246	199	131	94	97		96	89	99	102	186	335						
Plan	94	87	95	102	156	229	244	261	183	114	92	96		98	91	101	98	143	214	238	265	187	123	93	96
YTD % *														98%	98%	98%	99%	108%	122%						
Billed	83	85	80	108	168	218	235	220	168	103	86	93		86	83	93	118	254							

* Actual gallons pumped vs. Plan



IN THE MATTER OF A PETITION FOR
DETERMINATION OF AN APPROPRIATE
UNIT AND CERTIFICATION AS EXCLUSIVE
REPRESENTATIVE

June 22, 2021

International Union of Operating Engineers, Local 49, Minneapolis, Minnesota
- and -
Shakopee Public Utilities Commission, Shakopee, Minnesota

BMS Case No. 21PCE1411

CERTIFICATION OF RESULTS OF TABULATION

The tabulated results of a certification election conducted in the above-captioned matter by an agent of the Bureau of Mediation Services reveal that an exclusive representative has not been selected:

ELIGIBLE EMPLOYEES	(28)
VOTES FOR IUOE, LOCAL 49	(10)
VOTES FOR NO REPRESENTATIVE	(17)
TOTAL VOTES TABULATED	(27)

Based on these election results, **IT IS CERTIFIED THAT INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 49, MINNEAPOLIS MINNESOTA**, is **NOT** the exclusive representative for the employees falling within the appropriate unit of:

All employees employed by the Shakopee Public Utilities Commission, Electric, Water, and Planning & Engineering Departments, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential, clerical and all other employees.

The Notice of Maintenance of Status Quo Order issued by the Bureau on February 12, 2021, is hereby vacated.

STATE OF MINNESOTA
Bureau of Mediation Services



JANET L. JOHNSON
Commissioner

cc: Christopher Chantry
Greg Drent
Richard W. Pins

POSTING

**THE EMPLOYER SHALL MAKE COPIES OF THIS ORDER AND ANY ATTACHMENTS
UPON RECEIPT AND POST AT THE WORK LOCATION(S) OF ALL INVOLVED
EMPLOYEES.**



PO Box 470 • 255 Sarazin Street
Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

DATE: July 16, 2021
TO: SPU Commissioners
FROM: Greg Drent, General Manager *GD*
Subject: SPU Leadership Team Interviews

As we have openings in the SPU leadership team I would like to have one Commissioner be involved during the interview process. I have made a list and will be sending you an email or call you if it is your turn to be involved in that process. If you have, a conflict during the interviews just let me know and you will be the first one on the list for the next hire.


Normally the interviews are less than 1 hour long and three or four candidates are interviewed.

This is information only.

THANKS



PO Box 470 • 255 Sarazin Street
Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

DATE: July 15, 2021
TO: Greg Drent, General Manager 
FROM: Jean McGann, Consulting Finance Director
SUBJECT: 1st Quarter 2021 Financial Report - FINAL

Background

We have compiled the accompanying combined statement of revenue and expenses and net assets for the electric and water funds for Shakopee Public Utilities as of March 31, 2021. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Current Status

The annual audit was finalized in May 2021. Due to the audit occurring after the preliminary 1st quarter financial statements were issued, we are reissuing the financial statements in final form. You will note we have revised the financial statements to provide explanations on some accounts based on a specific dollar amount or percent variance. Commission input on the format and content is appreciated.

Since the audit did occur so late in 2021, we are in the process of finalizing the 2nd quarter financial statements and will present these on August 2nd.

In reviewing the 1st quarter financial report, there are several important points to note.

- The budget is projected on an annual basis rather than a monthly basis so the information in the financial report equates to 25 % of the annual budget. Due to this, the budgeted revenue projection will appear high when compared to the actual revenue. Usage is higher in summer months and we anticipate the actual revenue to be in alignment with budgeted revenue as we report on 2nd and 3rd quarters.
- During the 1st quarter of 2021, there were a significant number of water connection fees refunded based on Commission direction. Given that, the revenue for 1st quarter is lower than budget.

Included in this report are the following statements:

- Combined Statement of Revenues, Expenses and Changes in Fund Net Position
- Electric Operating Revenue and Expense – Budget to Actual
- Water Operating Revenue and Expense– Budget to Actual
- Combined Statement of Revenue and expense and Net Assets
- Electric Operating Revenue and Expense Comparing March 2021 to 2020 Actual numbers
- Water Operating Revenue and Expense Comparing March 2021 to 2020 Actual numbers
- Investment Statement as of March 31, 2021

Request

The Commission is requested to accept the Final 1st Quarter Financial Report.

SHAKOPEE PUBLIC UTILITIES

COMBINED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION

	Year to Date Actual - March 2021			Year to Date Budget - March 2021			Electric		Water		Total Utility	
	Electric	Water	Total Utility	Electric	Water	Total Utility	YTD Actual v. Budget B/(W)	%	YTD Actual v. Budget B/(W)	%	YTD Actual v. Budget B/(W)	%
	\$						\$	%	\$	%	\$	%
OPERATING REVENUES	\$ 10,789,813	901,222	11,691,035	11,442,933	1,350,578	12,793,511	(653,120)	-5.7%	(449,356)	-33.3%	(1,102,475)	-8.6%
OPERATING EXPENSES												
Operation, Customer and Administrative	9,051,434	811,339	9,862,773	10,220,185	1,062,981	11,283,165	1,168,750	11.4%	251,641	23.7%	1,420,392	12.6%
Depreciation	582,032	395,719	977,751	582,032	395,719	977,751	-	0.0%	(0)	0.0%	(0)	0.0%
Amortization of Plant Acquisition	-	-	-	-	-	-	-	0.0%	-	-	-	0.0%
Total Operating Expenses	9,633,466	1,207,058	10,840,524	10,802,216	1,458,700	12,260,916	1,168,750	10.8%	251,641	17.3%	1,420,392	11.6%
Operating Income	1,156,347	(305,836)	850,511	640,717	(108,122)	532,595	515,631	80.5%	(197,714)	-182.9%	317,916	59.7%
NON-OPERATING REVENUE (EXPENSE)												
Rental and Miscellaneous	21,493	118,885	140,378	365,177	179,700	544,877	(343,684)	-94.1%	(60,815)	-33.8%	(404,499)	-74.2%
Interdepartment Rent from Water	22,500	-	22,500	90,000	-	90,000	(67,500)	-75.0%	-	-	(67,500)	-75.0%
Investment Income	403	1,141	1,545	673,387	278,431	951,818	(672,984)	-99.9%	(277,290)	-99.6%	(950,273)	-99.8%
Interest Expense	(2,326)	(105)	(2,431)	(64,957)	(2,192)	(67,149)	62,631	96.4%	2,087	95.2%	64,718	96.4%
Gain/(Loss) on the Disposition of Property	33,550	-	33,550	-	-	-	33,550	0.0%	-	-	33,550	-
Total Non-Operating Revenue (Expense)	75,620	119,922	195,542	1,063,607	455,939	1,519,546	(987,987)	-92.9%	(336,017)	-73.7%	(1,324,004)	-87.1%
Income Before Contributions and Transfers	1,231,967	(185,915)	1,046,053	1,704,324	347,817	2,052,141	(472,356)	-27.7%	(533,731)	-153.5%	(1,006,088)	-49.0%
CAPITAL CONTRIBUTIONS	22,013	1,162,114	1,184,127	-	988,635	988,635	22,013	-	173,480	17.5%	195,493	19.8%
MUNICIPAL CONTRIBUTION	(532,684)	(47,806)	(580,490)	(518,902)	(51,091)	(569,993)	(13,782)	-2.7%	3,285	6.4%	(10,497)	-1.8%
CHANGE IN NET POSITION	\$ 721,296	928,394	1,649,689	1,185,422	1,285,360	2,470,782	(464,126)	-39.2%	(356,966)	-27.8%	(821,092)	-33.2%

SHAKOPEE PUBLIC UTILITIES

ELECTRIC OPERATING REVENUE AND EXPENSE

	YTD Actual Mar-21	YTD Budget Mar-21	YTD Actual v. Budget Increase (decrease)	
			\$	%
OPERATING REVENUES				
Sales of Electricity				
Residential	\$ 4,284,918	4,456,856	(171,939)	96.1
Commercial and Industrial	6,266,328	6,751,569	(485,241)	92.8
Uncollectible accounts	52,196	-	52,196	
Total Sales of Electricity	10,603,441	11,208,425	(604,984)	94.6
Forfeited Discounts	-	23,003	(23,003)	-
Free service to the City of Shakopee	28,059	30,283	(2,224)	92.7
Conservation program	158,313	181,222	(22,909)	87.4
Total Operating Revenues	10,789,813	11,442,933	(653,120)	94.3
OPERATING EXPENSES				
Operations and Maintenance				
Purchased power	7,480,504	8,185,776	705,273	91.4
Distribution operation expenses	57,146	145,807	88,660	39.2
Distribution system maintenance	254,244	224,333	(29,912)	113.3
Maintenance of general plant	71,034	93,725	22,691	75.8
Total Operation and Maintenance	7,862,928	8,649,640	786,712	90.9
Customer Accounts				
Meter Reading	34,454	49,264	14,810	69.9
Customer records and collection	232,253	220,475	(11,777)	105.3
Energy conservation	(108,772)	186,202	294,975	(58.4)
Total Customer Accounts	157,934	455,942	298,007	34.6
Administrative and General				
Administrative and general salaries	119,340	245,753	126,413	48.6
Office supplies and expense	64,213	59,520	(4,693)	107.9
Outside services employed	172,752	123,970	(48,783)	139.4
Insurance	43,965	43,874	(92)	100.2
Employee Benefits	535,035	515,184	(19,852)	103.9
Miscellaneous general	95,265	126,303	31,038	75.4
Total Administrative and General	1,030,572	1,114,603	84,031	92.5
Total Operation, Customer, & Admin Expenses	9,051,434	10,220,185	1,168,750	88.6
Depreciation	582,032	582,032	-	-
Total Operating Expenses	\$ 9,633,466	10,802,216	1,168,750	89.2
Operating Income	\$ 1,156,347	640,717	515,631	180.5

SHAKOPEE PUBLIC UTILITIES

WATER OPERATING REVENUE AND EXPENSE

	YTD Actual March-21	YTD Budget March-21	YTD Actual v. Budget Increase (decrease)	
			\$	%
OPERATING REVENUES				
Sales of Water	\$ 901,222	1,347,000	(445,778)	66.91 (1)
Forfeited Discounts	-	3,577	(3,577)	-
Total Operating Revenues	901,222	1,350,578	(449,356)	66.73
OPERATING EXPENSES				
Operations and Maintenance				
Pumping and distribution operation	111,463	133,303	21,840	83.62
Pumping and distribution maintenance	104,618	154,942	50,324	67.52
Power for pumping	72,167	76,610	4,443	94.20
Maintenance of general plant	8,003	16,997	8,994	47.08
Total Operation and Maintenance	296,250	381,852	85,601	77.58
Customer Accounts				
Meter Reading	20,454	30,538	10,084	66.98
Customer records and collection	75,909	66,127	(9,781)	114.79
Energy conservation	585	2,500	1,915	23.40
Total Customer Accounts	96,948	99,165	2,218	97.76
Administrative and General				
Administrative and general salaries	98,126	166,716	68,589	58.86 (2)
Office supplies and expense	19,697	24,194	4,497	81.41
Outside services employed	53,948	66,633	12,685	80.96
Insurance	13,959	13,928	(31)	100.22
Employee Benefits	173,300	236,476	63,176	73.28 (3)
Miscellaneous general	59,111	74,017	14,906	79.86
Total Administrative and General	418,141	581,964	163,822	71.85
Total Operation, Customer, & Admin Expenses	811,339	1,062,981	251,641	76.33
Depreciation	395,719	395,719	(0)	100.00
Amortization of plant acquisition	-	-	-	-
Total Operating Expenses	\$ 1,207,058	1,458,701	251,642	82.75
Operating Income	\$ (305,836)	(108,123)	(197,713)	282.86

Item Explanation of Items Percentage Received/Expended Less than 80% or Greater than 120% and \$ Variance Greater than \$15,000.

- (1) Variance due to less water sales than projected through first quarter.
- (2) Variance due to less employee compensation than budgeted for through first quarter.
- (3) Variance due to less employee benefits than budgeted for through first quarter.

SHAKOPEE PUBLIC UTILITIES
COMBINED STATEMENT OF REVENUE & EXPENSE AND NET ASSETS
COMPARATIVE FINANCIAL RESULTS FOR 2020 - 2021

	First Quarter 2021			First Quarter 2020			Electric		Water		Total Utility	
	Electric	Water	Total Utility	Electric	Water	Total Utility	2020 - 2021 I/(D) \$ %		2020 - 2021 I/(D) \$ %		2020 - 2021 I/(D) \$ %	
OPERATING REVENUES	\$ 10,789,813	901,222	11,691,035	10,784,170	881,070	11,665,240	5,643	0.1%	20,152	2.3%	25,795	0.2%
OPERATING EXPENSES												
Operation and Maintenance	9,051,434	811,339	9,862,773	8,859,830	797,894	9,657,724	(191,604)	-2.2%	(13,445)	-1.7%	(205,049)	-2.1%
Depreciation	582,032	395,719	977,751	637,667	459,810	1,097,477	55,636	8.7%	64,091	13.9%	119,726	10.9%
Total Operating Expenses	9,633,466	1,207,058	10,840,524	9,497,497	1,257,704	10,755,201	(135,969)	-1.4%	50,646	4.0%	(85,323)	-0.8%
Operating Income	1,156,347	(305,836)	850,511	1,286,673	(376,634)	910,039	(130,326)	-10.1%	70,798	-18.8%	(59,528)	-6.5%
NON-OPERATING REVENUE (EXPENSE)												
Rental and Miscellaneous	21,493	118,885	140,378	40,519	134,714	175,233	(19,026)	-47.0%	(15,829)	-11.7%	(34,855)	-19.9%
Interdepartment Rent from Water	22,500	-	22,500	22,500	-	22,500	-	0.0%	-	-	-	0.0%
Investment Income	403	1,141	1,545	415,928	105,855	521,783	(415,525)	-99.9%	(104,714)	-98.9%	(520,238)	-99.7%
Interest Expense	(2,326)	(105)	(2,431)	(8,366)	(354)	(8,720)	6,040	72.2%	249	70.4%	6,289	72.1%
Gain on the Disposition of Property	33,550	-	33,550	(5,603)	-	(5,603)	39,153	-	-	-	39,153	-
Total Non-Operating Revenue (Expense)	75,620	119,922	195,542	464,978	240,215	705,193	(389,358)	-83.7%	(120,293)	-50.1%	(509,651)	-72.3%
Income Before Contributions and Transfers	1,231,967	(185,915)	1,046,053	1,751,651	(136,419)	1,615,232	(519,684)	-29.7%	(49,496)	36.3%	(569,179)	-35.2%
CAPITAL CONTRIBUTIONS	22,013	1,162,114	1,184,127	10,589	324,689	335,278	11,424	107.9%	837,425	257.9%	848,849	253.2%
TRANSFER TO MUNICIPALITY	(532,684)	(47,806)	(580,490)	(555,566)	(48,468)	(604,034)	22,882	4.1%	662	1.4%	23,544	3.9%
CHANGE IN NET POSITION	721,296	928,394	1,649,689	1,206,674	139,802	1,346,476	(485,378)	-40.2%	788,592	564.1%	303,213	22.5%

SHAKOPEE PUBLIC UTILITIES
ELECTRIC OPERATING REVENUE AND EXPENSE
For quarter ending March 31, 2021

	2021	2020	2020 - 2021 Increase (decrease)	
			\$	%
OPERATING REVENUES				
Sales of Electricity				
Residential	\$ 4,284,918	3,886,435	398,483	110.3 %
Commercial	6,266,328	6,648,083	(381,755)	94.3
Uncollectible accounts	52,196	-	52,196	
Total Sales of Electricity	10,603,441	10,534,518	68,923	100.7
Forfeited Discounts	-	65,852	(65,852)	-
Free service to the City of Shakopee	28,059	26,728	1,331	105.0
Conservation program	158,313	157,073	1,240	100.8
Total Operating Revenues	10,789,813	10,784,171	5,642	100.1
OPERATING EXPENSES				
Operations and Maintenance				
Purchased power	7,480,504	7,282,397	(198,107)	102.7
Distribution operation expenses	57,146	97,389	40,243	58.7 (1)
Distribution system maintenance	254,244	199,601	(54,643)	127.4 (2)
Maintenance of general plant	71,034	70,386	(648)	100.9
Total Operation and Maintenance	7,862,928	7,649,773	(213,155)	102.8
Customer Accounts				
Meter Reading	34,454	32,900	(1,554)	104.7
Customer records and collection	232,253	136,586	(95,667)	170.0 (3)
Energy conservation	(108,772)	10,434	119,206	(1,042.5) (4)
Total Customer Accounts	157,934	179,920	21,986	87.8
Administrative and General				
Administrative and general salaries	119,340	192,561	73,221	62.0 (5)
Office supplies and expense	64,213	65,972	1,759	97.3
Outside services employed	172,752	70,555	(102,197)	244.8 (6)
Insurance	43,965	32,409	(11,556)	135.7
Employee Benefits	535,035	547,427	12,392	97.7
Miscellaneous general	95,265	121,214	25,949	78.6 (7)
Total Administrative and General	1,030,572	1,030,138	(434)	100.0
Total Operating Expenses	9,051,434	8,859,831	(191,603)	102.2
Depreciation	582,032	637,667	55,636	91.3
Total Operating Expenses	\$ 9,633,466	9,497,498	(135,968)	101.4
Operating Income	\$ 1,156,347	1,286,673	(130,326)	89.9

Item Explanation of Items Percentage Received/Expended Less than 80% or Greater than 120% and \$ Variance Greater than \$15,000.

- (1) Variance due to less overhead line, underground line, and metering expenses than in prior year.
- (2) Variance due to more expenses in the maintenance of overhead lines/tree trimming, street lighting, and underground lines.
- (3) Variance due to Paymentus transaction fees \$10k/month higher than in prior year.
- (4) Variance due to timing of conservation payments
- (5) Variance due to less payroll expenses than in prior year.
- (6) Variance due to AEM and HR consulting expenses in current year.
- (7) Variance due to less donations than in prior year.

SHAKOPEE PUBLIC UTILITIES
WATER OPERATING REVENUE AND EXPENSE
For Quarter ending March 31, 2021

			2020 - 2021	
			Increase (decrease)	
			\$	%
	2021	2020		
OPERATING REVENUES				
Sales of Water	\$ 901,222	877,298	23,924	102.7 %
Forfeited Discounts	-	3,773	(3,773)	-
Total Operating Revenues	901,222	881,071	20,151	102.3
OPERATING EXPENSES				
Operations and Maintenance				
Pumping and distribution operation	111,463	125,578	14,115	88.8
Pumping and distribution maintenance	104,618	99,753	(4,865)	104.9
Power for pumping	72,167	71,630	(537)	100.7
Maintenance of general plant	8,003	13,467	5,464	59.4
Total Operation and Maintenance	296,250	310,428	14,178	95.4
Customer Accounts				
Meter Reading	20,454	19,291	(1,163)	106.0
Customer records and collection	75,909	41,124	(34,785)	184.6 (1)
Energy conservation	585	50	(535)	1,169.9 (2)
Total Customer Accounts	96,948	60,464	(36,483)	160.3
Administrative and General				
Administrative and general salaries	98,126	120,133	22,006	81.7
Office supplies and expense	19,697	22,067	2,370	89.3
Outside services employed	53,948	19,550	(34,398)	276.0 (3)
Insurance	13,959	10,803	(3,156)	129.2
Employee Benefits	173,300	186,757	13,457	92.8
Miscellaneous general	59,111	67,691	8,580	87.3
Total Administrative and General	418,141	427,001	8,860	97.9
Total Operating Expenses	811,339	797,894	(13,445)	101.7
Depreciation	395,719	459,810	64,091	86.1
Total Operating Expenses	1,207,058	1,257,704	50,645	96.0
Operating Income	\$ (305,836)	(376,633)	70,796	81.2

Item Explanation of Items Percentage Received/Expended Less than 80% or Greater than 120% and \$ Variance Greater than \$15,000.

- (1) Variance due to Paymentus transaction fees \$10k/month higher than in prior year.
- (2) Variance due to timing of conservation payments
- (3) Variance due to AEM and HR consulting expenses in current year.

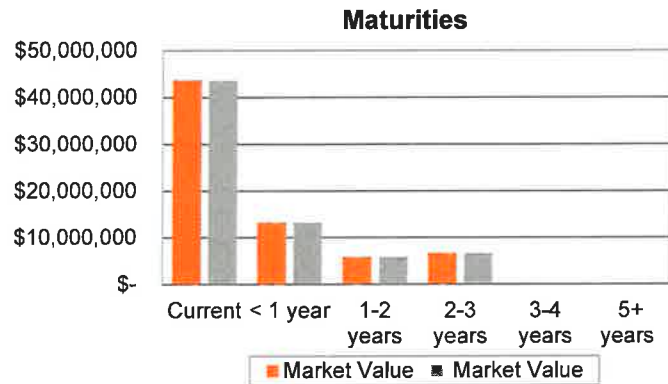
Shakopee Public Utilities
Commission
Schedule of Investments
For the Month Ending
March 31, 2021

Attachment C

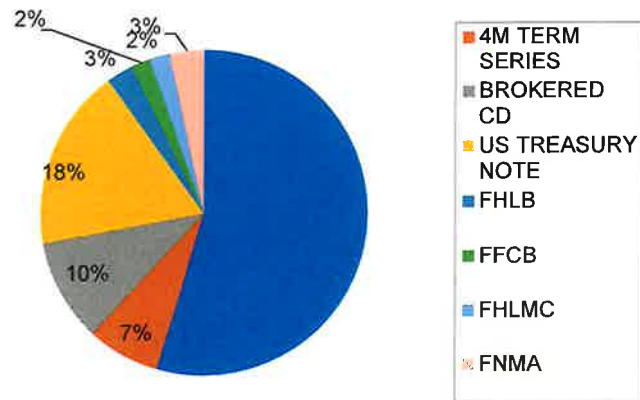
Identification		Institution	Description	Type	Rate	Deposits -		Expenditures -		Interest	Market Value		Unrealized
FDIC #	(CUSIP or Acct #)					Purchases	Sales	Transfers			3/31/2021	3/31/2021	gain / loss
	#008	Wells Fargo	MONEY MARKET	MONEY MARKET						2.70	656,226.40	656,226.40	-
	313385AN6	Wells Fargo	FHLB	US AGENCY	NA						-	-	-
	313385BS4	Wells Fargo	FHLB	US AGENCY	NA						-	-	-
	313385m3	Wells Fargo	FHLB	US AGENCY	NA						249,980.00	249,997.50	17.50
	313385DN3	Wells Fargo	FHLB	US AGENCY	NA			(199,957.00)		43.00	82.00	-	(82.00)
	3133EJK24	Wells Fargo	FFCB	US AGENCY	3.00%						254,665.00	254,045.00	(620.00)
	3133EJT74	Wells Fargo	FFCB	US AGENCY	3.05%						331,769.25	330,983.25	(806.00)
	3133EKEW2	Wells Fargo	FFCB	US AGENCY	2.28%					3,705.00	336,232.00	331,945.25	(4,286.75)
	3133ELG81	Wells Fargo	FFCB	US AGENCY	0.30%						375,911.25	375,498.75	(412.50)
	3130AAB49	Wells Fargo	FHLB	US AGENCY	1.88%						243,345.60	242,942.40	(403.20)
	3130ADEN6	Wells Fargo	FHLB	US AGENCY	2.88%						357,598.50	356,734.00	(864.50)
	3130AXD7	Wells Fargo	FHLB	US AGENCY	2.38%			(375,000.00)		4,453.13	4,723.13	-	(4,723.13)
	313379Q69	Wells Fargo	FHLB	US AGENCY	2.13%						358,869.00	358,323.00	(546.00)
	313381BR5	Wells Fargo	FHLB	US AGENCY	1.88%						437,784.00	437,172.00	(612.00)
	3137EAEQ8	Wells Fargo	FHLMC	US AGENCY	0.38%						502,370.00	501,880.00	(490.00)
	313385EB8	Wells Fargo	FHLB	US AGENCY							199,992.00	200,000.00	8.00
	3137EAEW5	Wells Fargo	FHLMC	US AGENCY	0.25%					383.33	300,236.33	299,928.00	(308.33)
	3137EAEZ8	Wells Fargo	FHLMC	US AGENCY	0.25%						329,623.80	329,736.00	112.20
	3137EAF2	Wells Fargo	FHLMC	US AGENCY	0.25%						249,517.50	249,615.00	97.50
	3135GOU27	Wells Fargo	FNMA	US AGENCY	2.50%						376,076.25	375,307.50	(768.75)
	3135GOU35	Wells Fargo	FNMA	US AGENCY	2.75%						352,863.00	352,121.00	(742.00)
	3135GOU92	Wells Fargo	FNMA	US AGENCY	2.63%						306,510.00	305,943.00	(567.00)
	3135GOV59	Wells Fargo	FNMA	US AGENCY	2.25%						307,224.00	306,645.00	(579.00)
	3135GO4Q3	Wells Fargo	FNMA	US AGENCY	0.25%						350,444.50	350,427.00	(17.50)
	3135GO5G4	Wells Fargo	FNMA	US AGENCY	0.25%						300,243.00	300,216.00	(27.00)
	3135GO6H1	Wells Fargo	FNMA	US AGENCY	0.25%						374,520.00	374,546.25	26.25
	9128282p8	Wells Fargo	US TREASURY NOTE	US AGENCY	0.13%	499,318.09				(212.36)	499,105.72	499,315.00	209.28
	9128282b1	Wells Fargo	US TREASURY NOTE	US AGENCY	0.25%	523,586.72				(10.70)	523,576.02	523,566.75	(9.27)
	912796b24	Wells Fargo	US TREASURY NOTE	US TREASURY							324,957.25	324,990.25	32.50
	91282CAF8	Wells Fargo	US TREASURY NOTE	US TREASURY	0.13%						523,687.50	523,708.50	21.00
	91282CAK7	Wells Fargo	US TREASURY NOTE	US TREASURY	0.13%					162.50	259,411.10	259,259.00	(152.10)
	91282CAP6	Wells Fargo	US TREASURY NOTE	US TREASURY	0.13%						498,320.00	498,300.00	(20.00)
	91282CBM2	Wells Fargo	US TREASURY NOTE	US TREASURY	0.13%						498,771.21	497,225.00	(1,546.21)
	91282CBA8	Wells Fargo	US TREASURY NOTE	US TREASURY	0.13%						248,887.50	248,857.50	(30.00)
	91282BG53	Wells Fargo	US TREASURY NOTE	US TREASURY	1.88%						202,696.00	202,422.00	(274.00)
	91282BJ43	Wells Fargo	US TREASURY NOTE	US TREASURY	1.75%					2,406.25	281,938.25	279,169.00	(2,769.25)
	91282BL57	Wells Fargo	US TREASURY NOTE	US TREASURY	1.75%					3,237.50	382,602.20	378,946.60	(3,655.60)
	91282CBE0	Wells Fargo	US TREASURY NOTE	US TREASURY	0.13%						323,375.00	323,323.00	(52.00)
	91282BN89	Wells Fargo	US TREASURY NOTE	US TREASURY	1.38%						-	-	-
	91282BP38	Wells Fargo	US TREASURY NOTE	US TREASURY	1.75%						669,805.50	668,863.00	(942.50)
	91282BP79	Wells Fargo	US TREASURY NOTE	US TREASURY	1.50%					3,750.00	517,110.00	512,715.00	(4,395.00)
	91282BP87	Wells Fargo	US TREASURY NOTE	US TREASURY	1.13%		(430,000.00)			2,418.75	2,418.75	-	(2,418.75)
	91282BQ37	Wells Fargo	US TREASURY NOTE	US TREASURY	1.25%		(410,000.00)			2,562.50	2,960.20	-	(2,960.20)
	91282BQ78	Wells Fargo	US TREASURY NOTE	US TREASURY	1.38%						350,752.50	350,367.50	(385.00)
	91282BRC6	Wells Fargo	US TREASURY NOTE	US TREASURY	2.13%						429,084.25	428,285.25	(799.00)
	91282BR77	Wells Fargo	US TREASURY NOTE	US TREASURY	1.38%						376,203.75	375,806.25	(397.50)
	91282BSF8	Wells Fargo	US TREASURY NOTE	US TREASURY	2.00%						229,122.00	228,771.00	(351.00)
	91282BSV3	Wells Fargo	US TREASURY NOTE	US TREASURY	1.75%						433,368.25	432,786.00	(582.25)
	91282BS27	Wells Fargo	US TREASURY NOTE	US TREASURY	1.13%						426,525.75	426,113.50	(412.25)
	91282BS76	Wells Fargo	US TREASURY NOTE	US TREASURY	1.13%						401,796.00	401,408.00	(388.00)
	91282BTY6	Wells Fargo	US TREASURY NOTE	US TREASURY	1.63%						410,064.00	409,592.00	(472.00)
	91282BT67	Wells Fargo	US TREASURY NOTE	US TREASURY	1.25%						302,367.00	302,085.00	(282.00)
	91282YA2	Wells Fargo	US TREASURY NOTE	US TREASURY	1.50%						458,964.00	458,541.00	(423.00)
	91282YF1	Wells Fargo	US TREASURY NOTE	US TREASURY	1.50%					3,300.00	452,460.80	448,747.20	(3,713.60)
	91282BYK0	Wells Fargo	US TREASURY NOTE	US TREASURY	1.38%						407,924.00	407,592.00	(332.00)
	91282BZU7	Wells Fargo	US TREASURY NOTE	US TREASURY	0.25%						150,153.00	150,159.00	6.00
	91282BZY9	Wells Fargo	US TREASURY NOTE	US TREASURY	0.13%						299,343.00	299,379.00	36.00
	91282B3X6	Wells Fargo	US TREASURY NOTE	US TREASURY	2.25%						-	-	-
	91282BD49	Wells Fargo	US TREASURY NOTE	US TREASURY	2.50%					5,000.00	424,376.00	418,608.00	(5,768.00)
	91282BSA4	Wells Fargo	US TREASURY NOTE	US TREASURY	2.75%					4,468.75	334,178.00	328,948.75	(5,229.25)
	91282BSV8	Wells Fargo	US TREASURY NOTE	US TREASURY	2.50%						229,720.50	229,297.50	(423.00)
	91282B7C8	Wells Fargo	US TREASURY NOTE	US TREASURY	1.75%						536,691.75	536,056.50	(635.25)
						1,022,904.80	(1,414,957.00)	-		35,670.35	19,969,543.76	19,913,436.35	(56,107.41)
		4M	MONEY MARKET	4M FUND	0.02%					381.02	24,833,126.12	24,833,126.12	-
		4MP	MONEY MARKET	4M FUND	0.05%					479.09	12,006,557.57	12,006,557.57	-
	282223-1	4M	4M TERM SERIES	4M FUND	0.60%						5,000,000.00	5,000,000.00	-
	282755-1	4M	BROKERED CD	4M FUND	0.59%						248,500.00	248,500.00	-
	282756-1	4M	BROKERED CD	4M FUND	0.61%						248,400.00	248,400.00	-
	282754-1	4M	BROKERED CD	4M FUND	0.60%						248,500.00	248,500.00	-
	282753-1	4M	BROKERED CD	4M FUND	0.65%						247,000.00	247,000.00	-
	282752-1	4M	BROKERED CD	4M FUND	0.70%						246,800.00	246,800.00	-
	282751-1	4M	BROKERED CD	4M FUND	0.61%						247,000.00	247,000.00	-
						-	-	-		860.11	43,325,883.69	43,325,883.69	-
	1024089246	Old National	BROKERED CD	CDARS	0.05%						5,632,451.38	5,632,451.38	-
	1024089246	Old National	MONEY MARKET	MONEY MARKET	0.04%					6.06	237,902.42	237,902.42	-
Total cash and investments						\$ 1,022,904.80	\$ (1,414,957.00)	\$ -	\$	35,530.46	\$ 69,165,781.25	\$ 69,109,673.84	\$ (56,107.41)

Shakopee Public Utilities Commission
Investments
For the Month Ending March 31, 2021

ATTACHMENT C





Maturity	Unadjusted Market Value 3/31/2021	Market Value 3/31/2021	Variance 3/31/2021
Current	\$ 43,626,427.97	\$ 43,616,261.39	\$ (10,166.58)
< 1 year	13,134,613.35	13,113,885.40	(20,727.95)
1-2 years	5,797,243.50	5,774,587.30	(22,656.20)
2-3 years	6,607,496.43	6,604,939.75	(2,556.68)
3-4 years	-	-	-
5+ years	-	-	-
	<u>\$ 69,165,781.25</u>	<u>\$ 69,109,673.84</u>	<u>\$ (56,107.41)</u>
	69,165,781.25	\$ 69,109,673.84	



Investment Type	Market Value 3/31/2021
Money Market	\$ 37,733,812.51
4M TERM SERIES	\$ 5,000,000.00
BROKERED CD	\$ 7,118,651.38
US TREASURY NOTE	\$ 12,373,204.05
FHLB	\$ 1,845,168.90
FFCB	\$ 1,292,472.25
FHLMC	\$ 1,381,159.00
FNMA	\$ 2,365,205.75
	<u>\$ 69,109,673.84</u>



PO Box 470 • 255 Sarazin Street
Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

TO: Greg Drent, General Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: SPU Electric System Overview
DATE: July 14, 2021

ISSUE

Attached is my power point presentation for the electric system overview you requested be provided to the Utilities Commission.

BACKGROUND

Copies of the SPU 1902-2002 100 Year History booklet will be available at the Commission meeting for anyone who would like one to read.

The SPU Electric System has an interesting history as it developed from its infancy thru its first 100 hundred years and on into the present day. The system continues to evolve and expand as the area and load served grows through development.

DISCUSSION

I will review and describe the major components of the electric distribution system for the Commission's benefit. They will gain an understanding of what an electric substation consists of and where they are located throughout the service territory.

I will also review the major distribution feeders that are the backbone of our system delivering bulk power to load centers, e.g. neighborhoods, commercial centers and the industrial park.

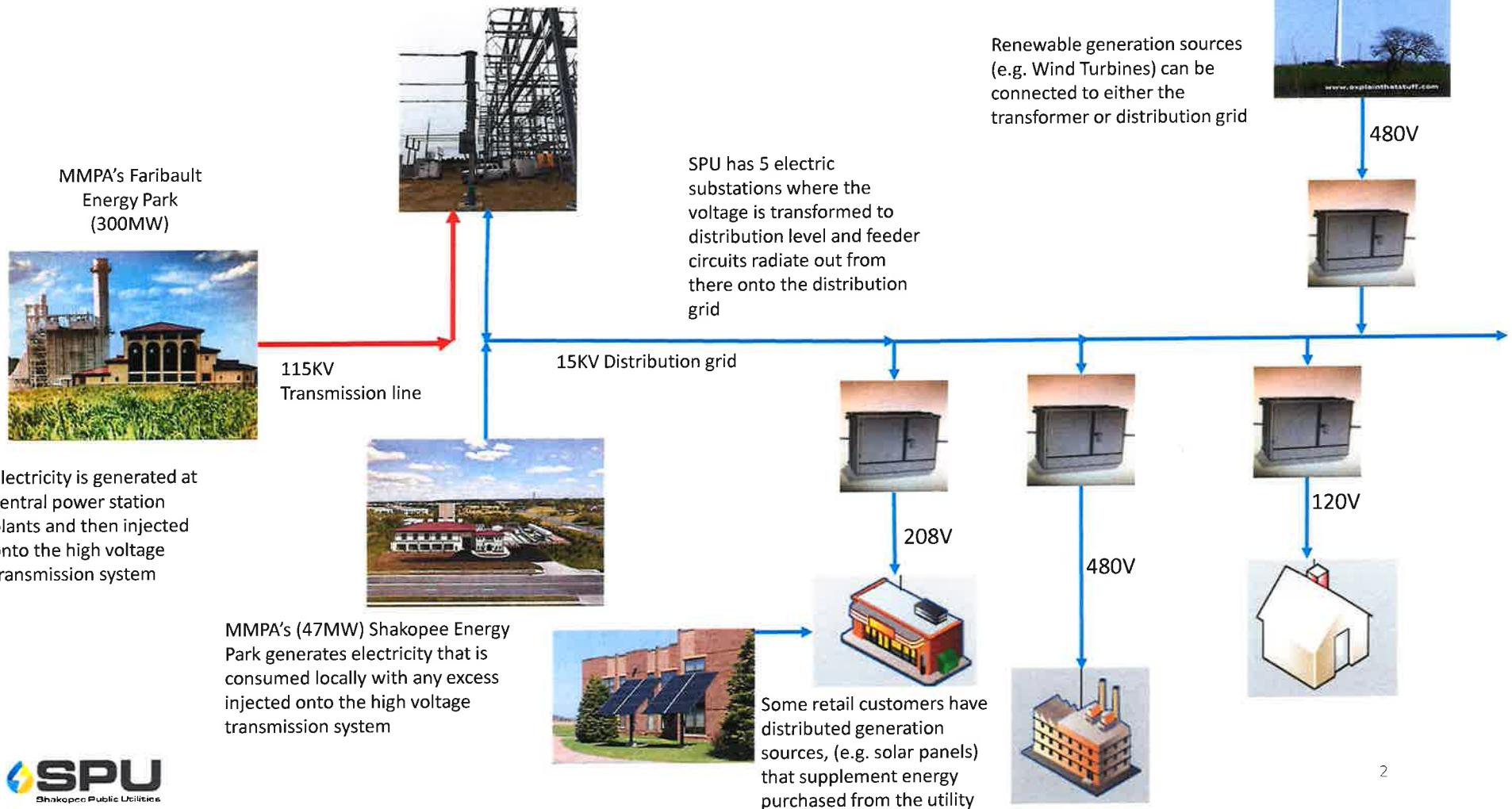
RECOMMENDATION

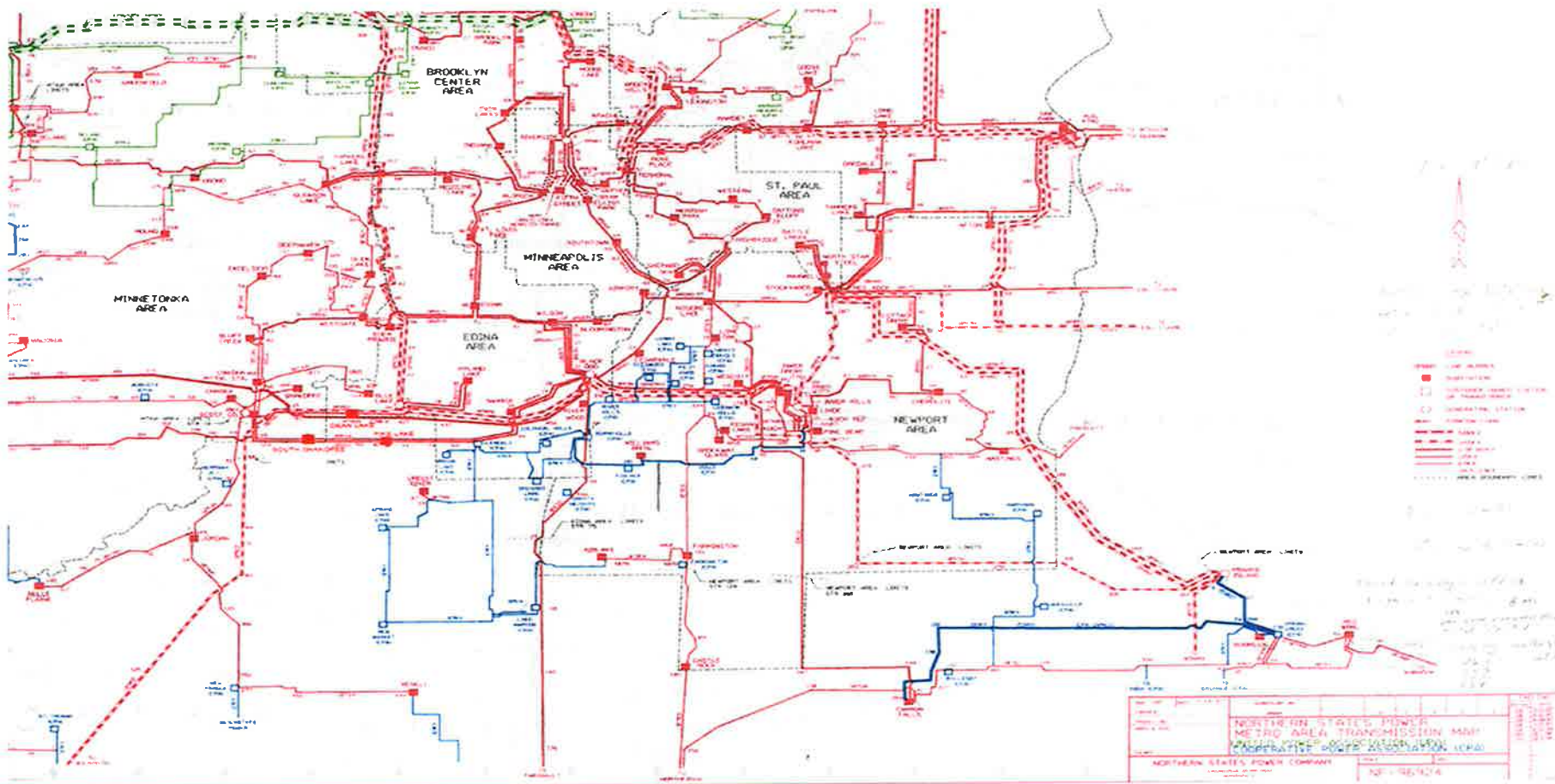
This is an informational item and no action is necessary.



Electrical System Overview

SPU maintain 88 miles of three phase and single phase overhead and 296 miles of three phase and single phase underground electric lines, 3050 transformers and 18,112 electric meters

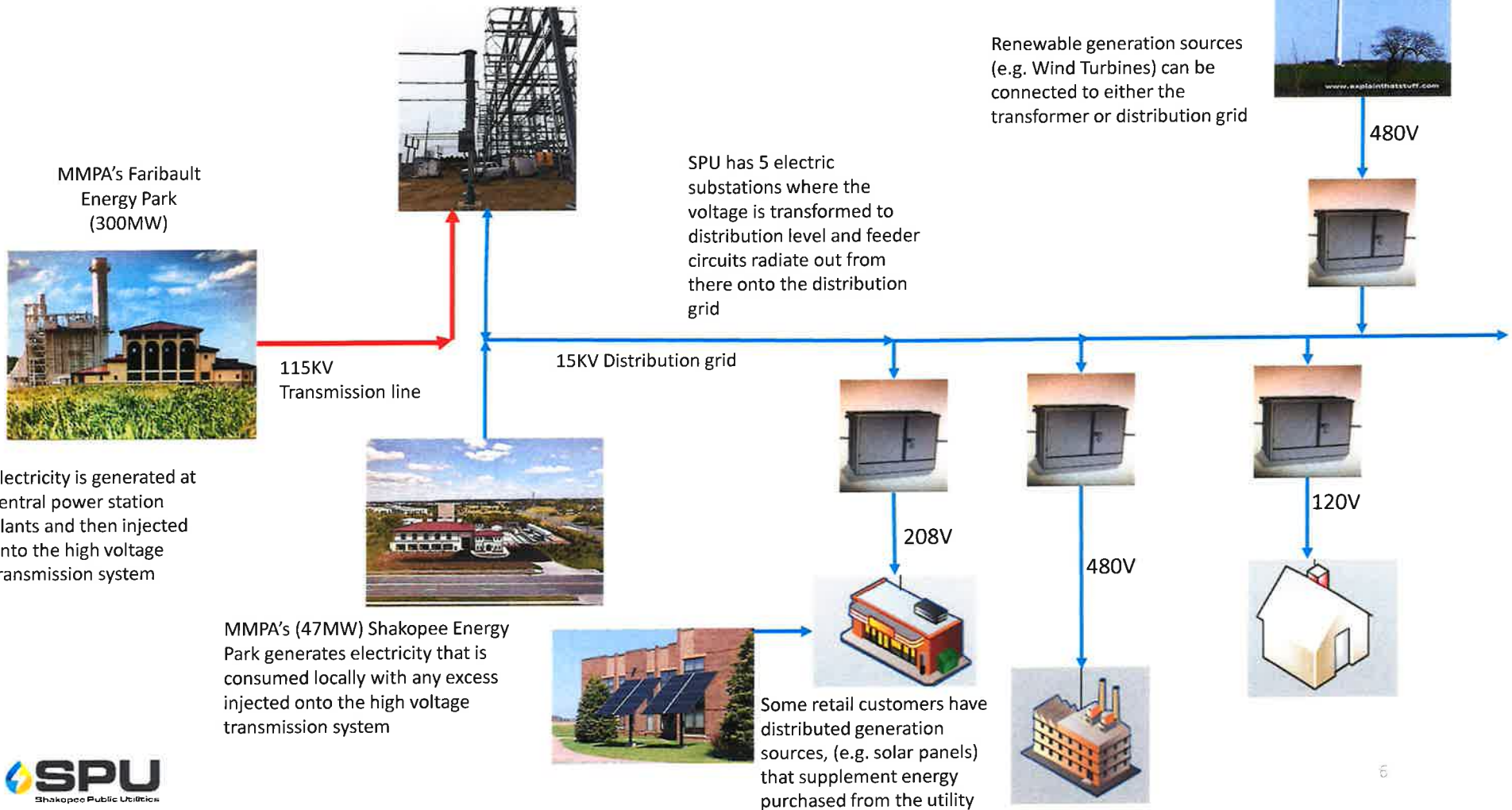








SPU maintain 88 miles of three phase and single phase overhead and 296 miles of three phase and single phase underground electric lines, 3050 transformers and 18,112 electric meters





Shakopee Sub with Street view



Shakopee Sub with Aerial view



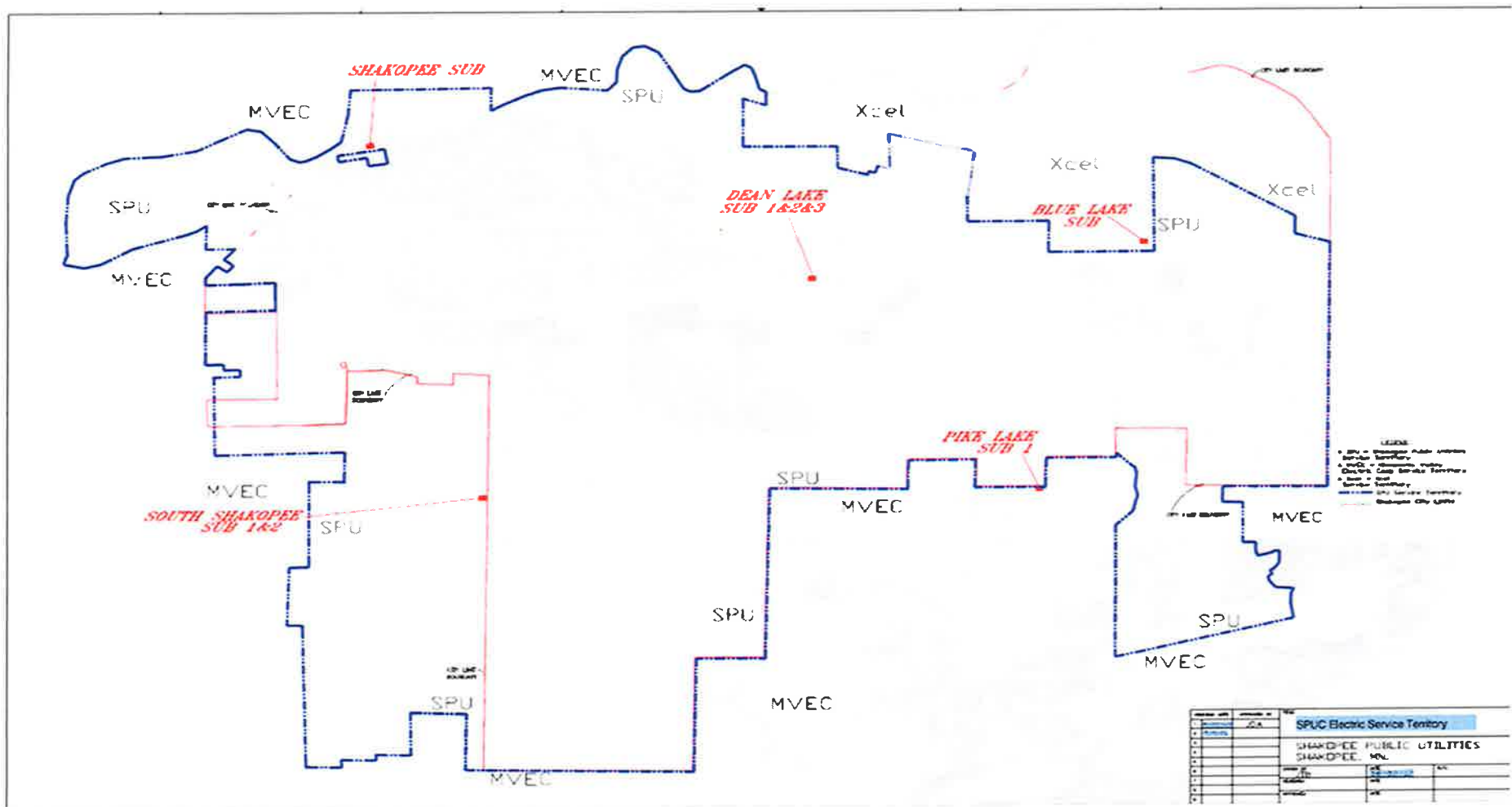


Blue Lake Sub with no Street view



Blue Lake Sub with no Aerial view



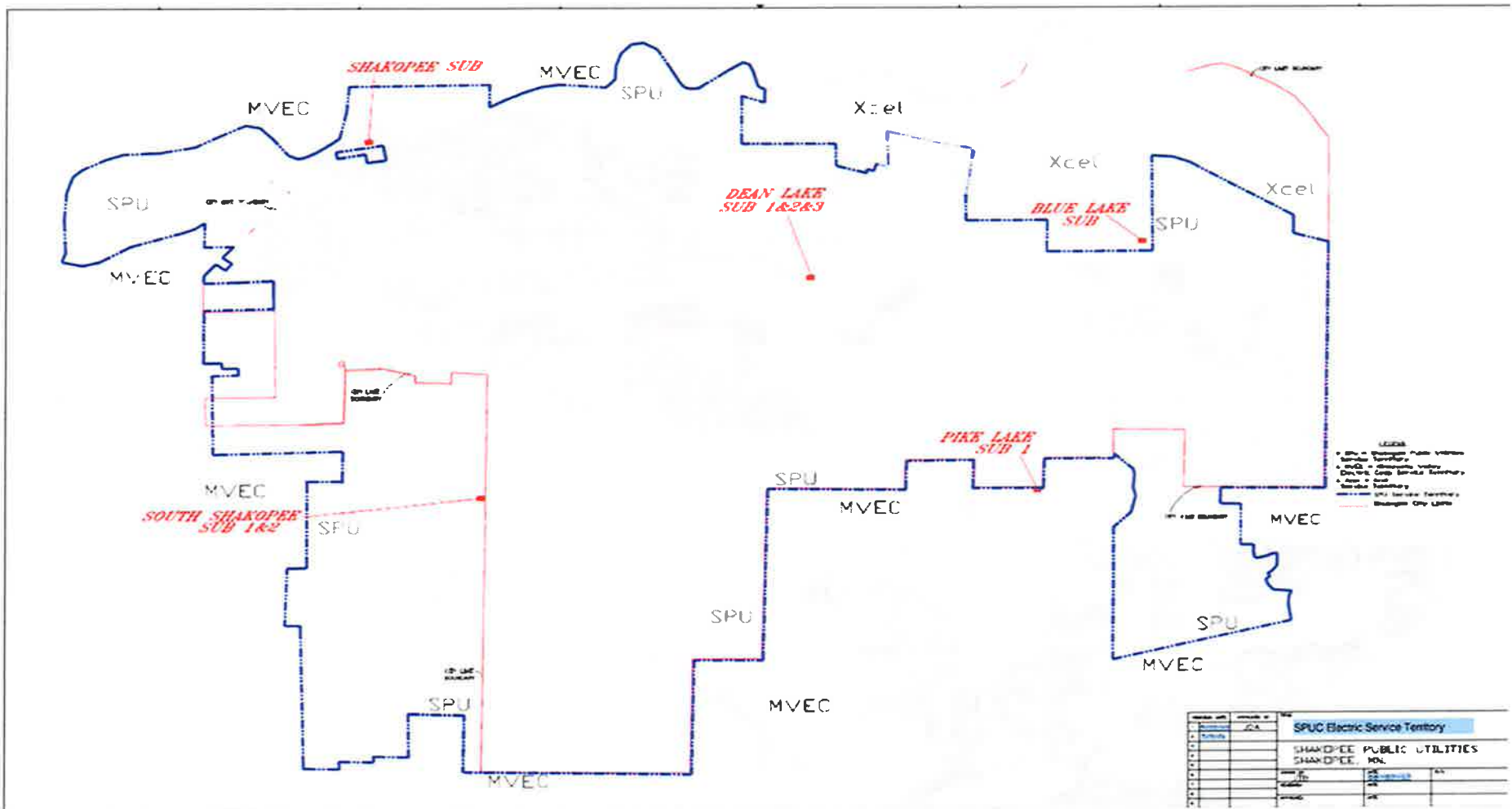


Pike Lake Sub with Street view



Pike Lake Sub Aerial view





South Shakopee Sub with Street View



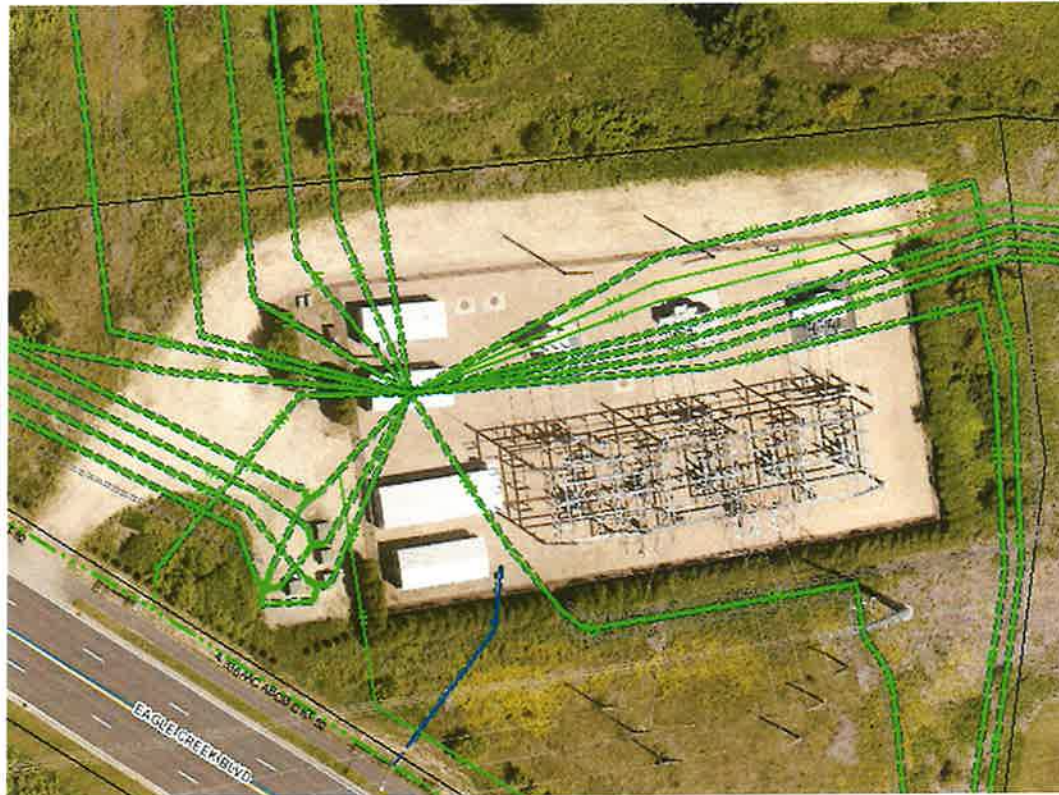
South Shakopee Sub with Aerial view

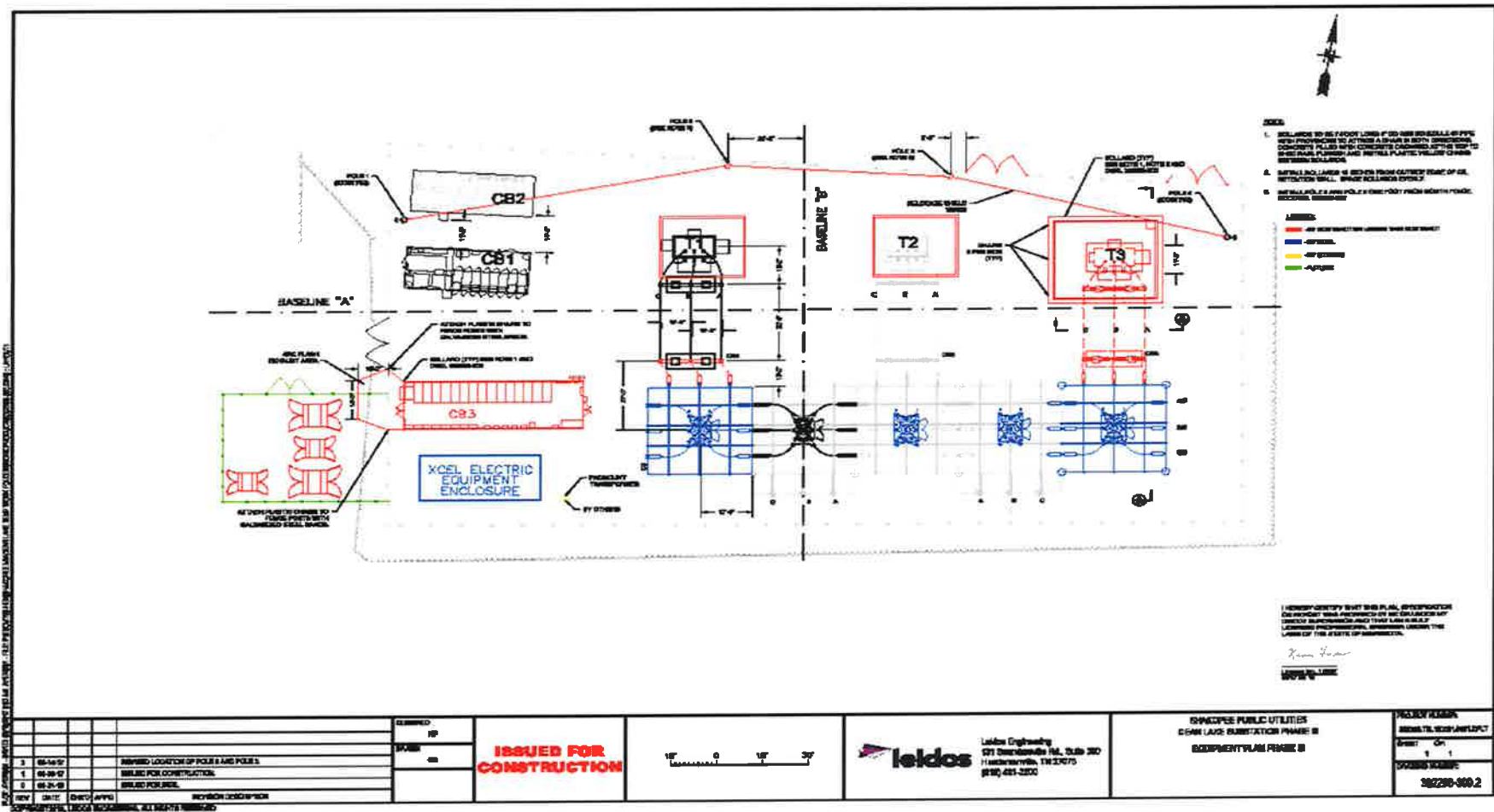


Dean Lake Sub with Street view



Dean Lake Sub with Aerial view





Dean Lake Sub



Dean Lake Sub



Dean Lake Sub



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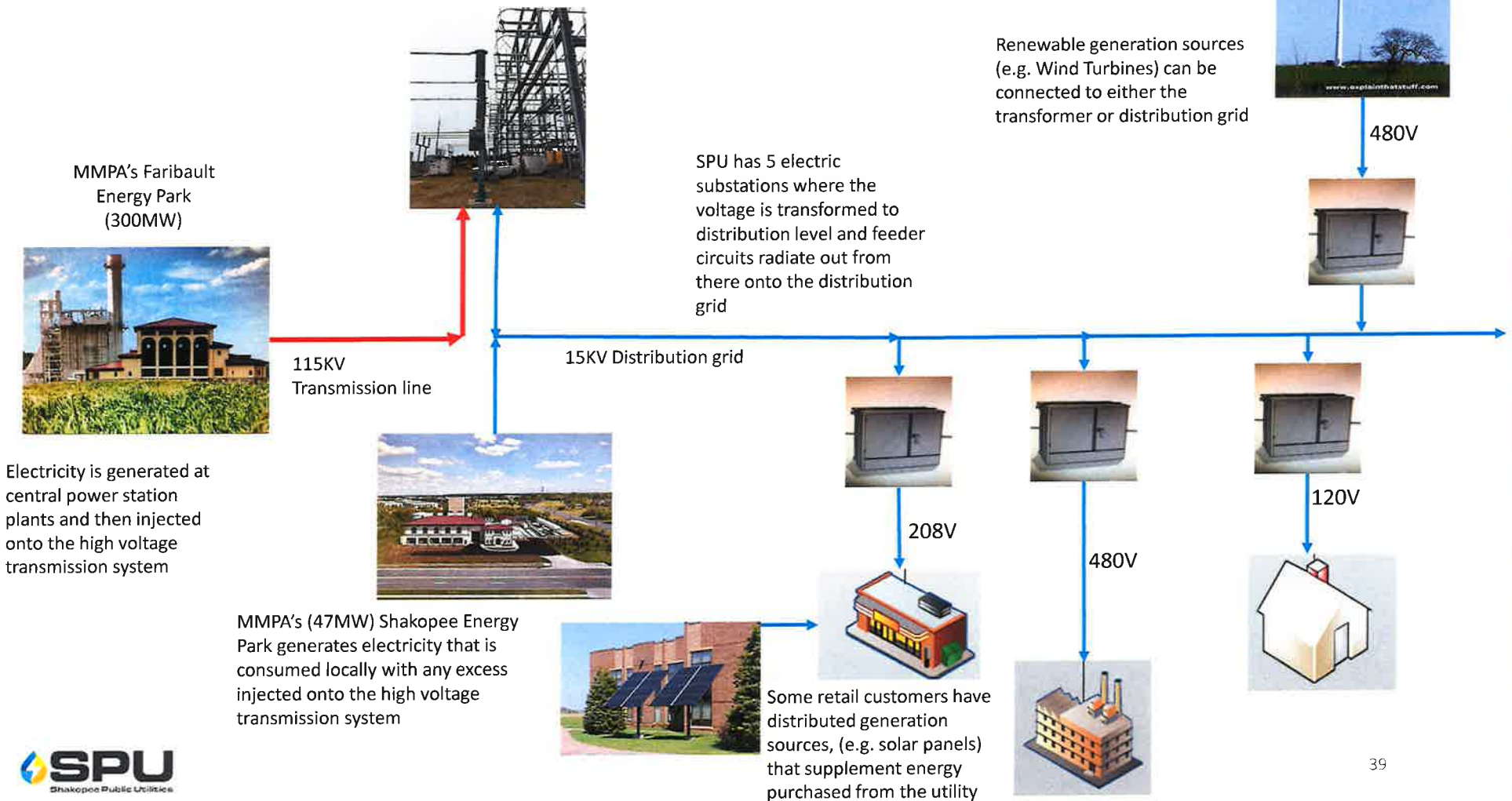
Dean Lake Sub

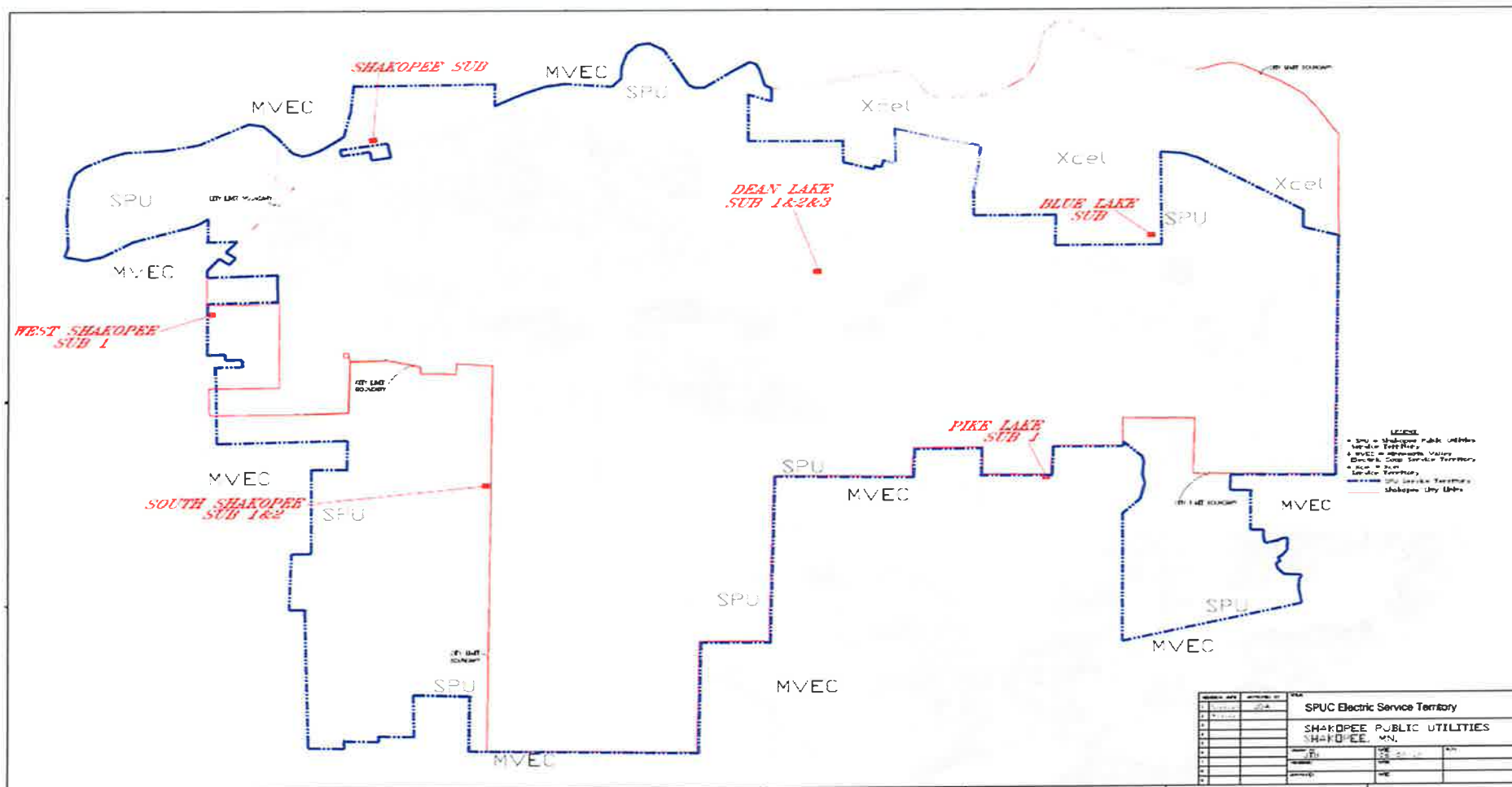


Dean Lake Sub



SPU maintain 88 miles of three phase and single phase overhead and 296 miles of three phase and single phase underground electric lines, 3050 transformers and 18,112 electric meters

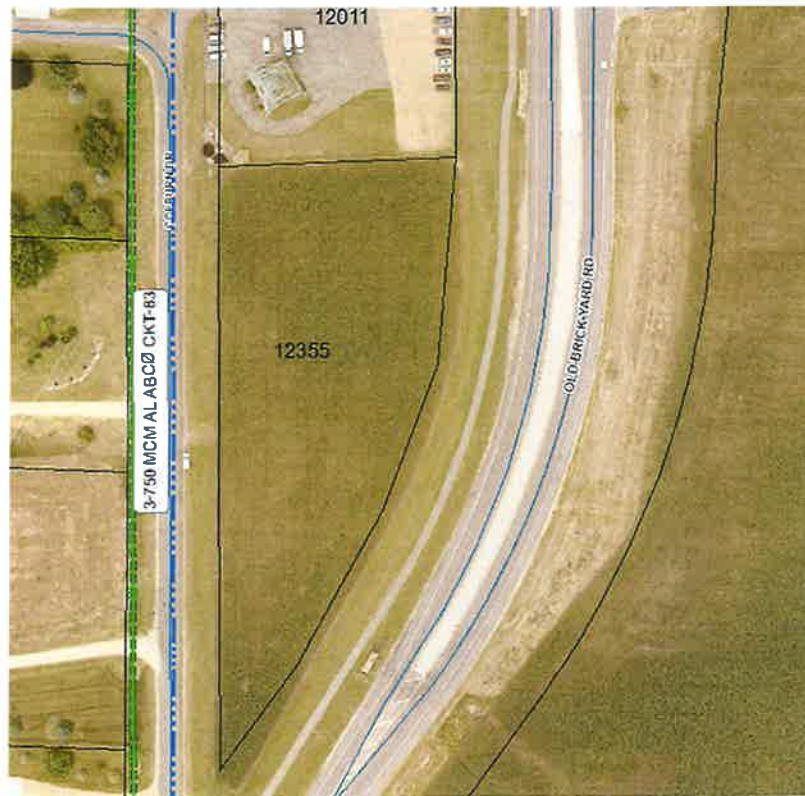


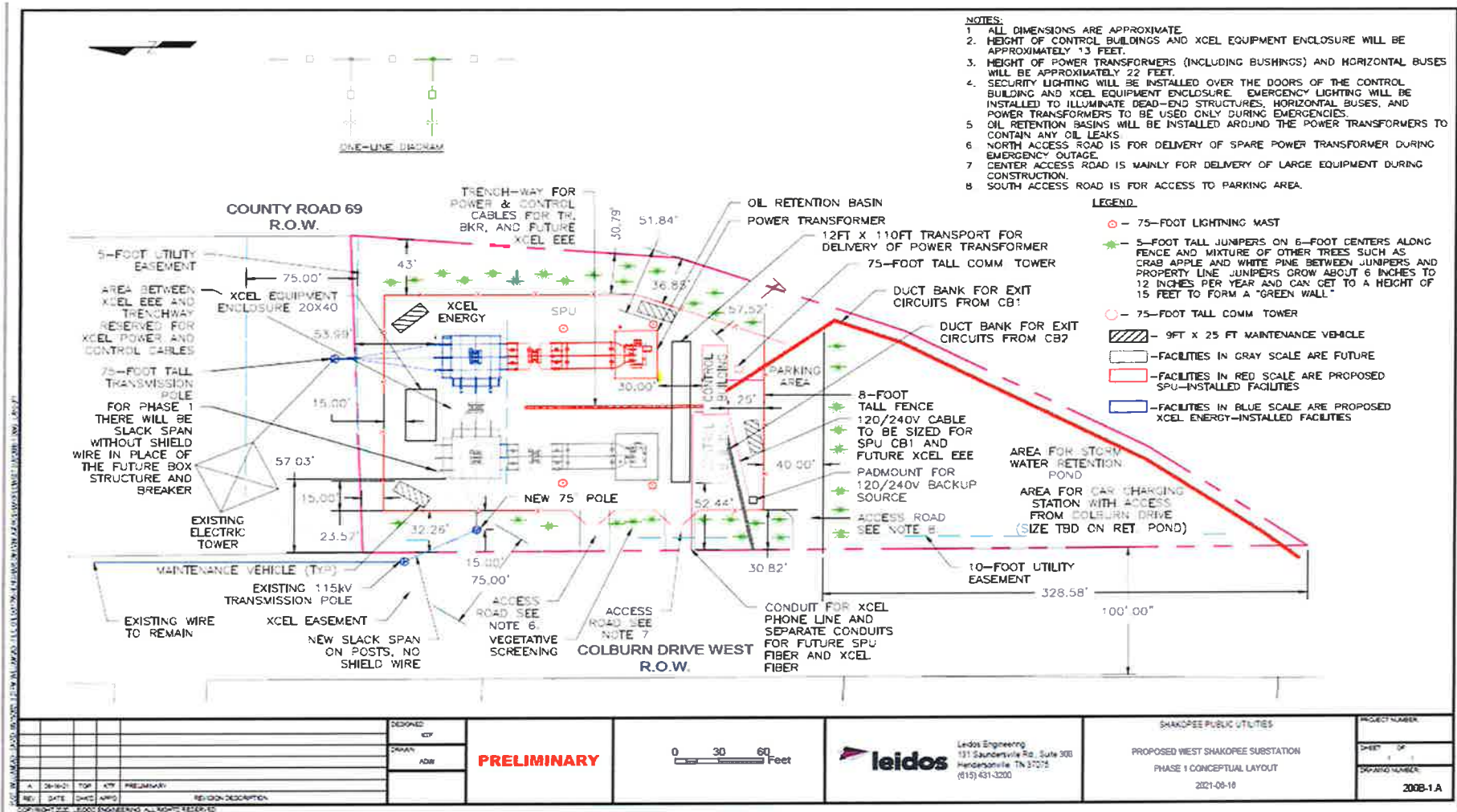


West Shakopee Sub Street view



West Shakopee Sub Aerial view








PO Box 470 • 255 Sarazin Street
Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

DATE: July 16, 2021

TO: SPU Commissioners

FROM: Greg Drent, General Manager 

Subject: SPU Facility Addition & Improvements

Background:

SPU budgeted for the warehouse facility addition and a new drive-up window in the 2021 CIP. SPU contracted with Del's Construction to be the construction manager on this project. Ben Hutton from Del's Construction put out a sealed bid for SPU on June 26th and July 3rd in the Shakopee Valley newspaper and other bidding sites. The CIP budget for the improvements is \$3,000,000. The total cost of this phase of the addition is \$1,905,986.56. SPU also has some additional modifications to the facility that are not part of this bid document but will be part of the budget. The additional work will be less than \$400,000 to improve SPU bathrooms, office furniture, and cement in the employee parking area. We will be under budget on this project because we can use existing cement structure panels versus purchasing new ones in the warehouse area. The project will be completed in 2021.

Recommendation:

Motion to approve bids totaling \$1,905,986.56 for the addition of SPU facility



35832 Ottawa Rd. | Le Sueur, MN 56058

[O] (507) 665-6481 | [F] (507) 665-2591

WWW.DELSCONSTRUCTIONMN.COM

Current Budget

7/13/2021

Site survey	\$ 12,900.00	Sunde
A&E Design	\$ 66,800.00	LSE
Truck turning Analysis	\$ 3,400.00	Sunde
GC Fee	\$79,350.00	
Supervision	\$92,000.00	
General Conditions	\$38,552.00	Balance less below
trailer	\$ 4,447.60	Williams Scotsman
Permits	\$28,625.00	Balance , less below
Initial permit fee	\$ 11,375.00	Paid to city of Shakopee
SAC/WAC	\$0.00	?
Furnishings/owner equipment	\$0.00	
	\$337,449.60	
Special Inspections	\$14,937.00	Braun
1.0 Excavation and sitework	\$ 53,443.00	Krueger, NIC paving, site concrete and restoration
Curb and gutter/site concrete	\$ 90,280.00	NCCI
Additional site concrete		\$12.50/sf plus removals
Paving	\$ 20,000.00	Plehal and J&W providing quotes
Landscaping/restoration	\$ 20,000.00	No quote at this time
3.0 Precast	\$ 62,334.00	Wysan
3.1 Concrete	\$ 146,000.00	Del's
4.0 Masonry	\$ 57,986.00	Del's
Brick	\$7,000	Metro Brick providing quote
5.0 Structural steel supply	\$ 140,980.00	DG Welding
Metal deck and misc. metals	\$ 74,550.46	IFS
5.1 Steel Install	\$ 25,125.00	High Five
6.0 General Construction	\$ 168,800.00	CM Construction
Temporary wall	\$ 15,000.00	
7.0 Roofing	\$ 143,750.00	Palmer West
8.0 Door and hardware supply	\$ 5,047.00	Kendell
8.1 Aluminum	\$ 15,000.00	St. Peter Glass Quoting
8.2 Overhead doors	\$ 10,000.00	Verify who does current oh door work.
9.0 Carpeting	\$ 3,000.00	

9.1	Painting	\$ 19,000.00	Reichel
21.0	Fire Suppresion	\$ 17,930.00	Nova
22.0	Plumbing	\$ 83,203.00	Harris
23.0	HVAC	\$ 126,850.00	Harris
26.0	Electrical	\$ 75,050.00	Choice
		<u>\$1,395,265.46</u>	
	Subtotal	\$1,732,715.06	
	Contingency	<u>\$173,271.51</u>	
	Total	\$1,905,986.57	
	Budgeted Total	\$3,000,000.00	



" Our Goal Is to Dig Your Hole"

Dels Construction
35832 Ottawa Rd
Le Sueur, MN 56058
P-507-665-6481
nickh@delsconstructionmn.com

Estimate

Date	Estimate #
7/2/2021	4077

Questions or Inquires please
contact Project Manager
952-447-8335

Description	Qty	Cost	Total
Shakopee Public Utilities Commision Building Addition			
Site work including: Mobilization, Demo and remove bituminous and concrete paving, Remove existing curb and gutter, Remove topsoil, Minor grading, Dig and backfill new curb and gutter, Dig and backfill footings, Assuming the use of existing base for building floor. - LS	1	46,345.00	46,345.00
Base rock for under new bituminous pavine excluded.			
Price excludes any soil correction.			
Price per hour for jackhammering rock - HR	1	495.00	495.00
Price per load to haul hammered rock away - LOAD	1	500.00	500.00
Unit Prices			
Soil Excavate and export - CY	1	20.00	20.00
Granular fill import and compact in place - CY	1	20.00	20.00
Field labor hourly rates including all fringes, taxes and insurance			
Foreman - HR	1	70.00	70.00
Journeyman - HR	1	60.00	60.00
Laborer - HR	1	60.00	60.00
Aggregate base for asphalt pavement 19.80/ ton x 210 T			4,158.00
Excavation at interior side of precast panels			2,940.00
			53,443.00

All above excludes if apply, permit fees, unsuitable soil, bed rock, soil or compaction testing, soil settling, survey or layout, damage to access path due to normal truck or equipment traffic, interference with existing utilities - trees or irrigation, turf or landscape replacement, erosion control, drying, de-watering, winter working conditions

www.kruegerexcavating.com



6189 170th Street North
Hawley, MN 56549

Company: Del's Construction	Project: Shakopee Public Utilities
Name: Ben Hutton	Location: Shakopee, MN
Address: 35832 Ottawa Rd Le Sueur, MN 56058	Bid Date: 7/6/2021
Phone: 507-665-6481	
Date: 7/6/2021	

Remove and replace 17 precast wall panels

Included: Removal and Installation of all precast components
All connections Welded and pinned
All standard grouting of walls
1 mobilization of the crane and crew
Engineered, Stamped Bracing Plan
Deadmen and bracing
Cut and remove caulking from existing panels

Excluded: Road Closures and Traffic Control
FAA Permits if required
Installation Hardware (must be supplied by precaster)
All Weather Access Roads (Must be supplied by Contractor)
Cutting pieces to length or width
Installation of Joist Bearing haunches and deck bearing angle
Removal and/or repair of Fire Proofing
Caulking and Patching
Winter Conditions including heat for grouting
Survey of building-control marks by others at each floor
Removal of existing roofing materials to expose connections at the roof
Cut and remove the existing floor and subgrade to expose precast connections

Total Lump Sum Price: \$ 56,498

Additional Crane Mobe if needed ~~\$8,000~~ ADD Not at this time.

Note: Access required on the interior for the crane **Precast caulking \$5,836 add**

Option 1: Cut and remove existing floor and subgrade to expose precast connections. Note: Scrap concrete would be installed in on site dumpsters and subgrade would be stored on existing slab until walls were removed. Then placement of subgrade would be by others ~~\$20,488~~ ADD By WS 6.0

Option #2: Remove Roofing materials to expose precast connections ~~\$8,498~~ ADD By roofer.

Quote Prepared By: Paul Nelson P.E.
Contact info: 507-380-9423- Cell
218-486-5100-Office
paul.nelson@wysanprecastservices.com

Signature of Acceptance:

Title:

SECTION 00 41 00 BID FORM

1.01 BID INFORMATION

- A. DATE OF SUBMITTAL OF BID July 6, 2021
- B. Bidder:
1. Company Name: Del's Construction Company, Inc.
 2. Company Address: 35832 Ottawa Road, Le Sueur MN 56058
 3. Contact Name: Henry Endres
 4. Contact Phone and e-mail: 507-665-6481/henrye@delsconstructionmn.com
- C. Project Name: Additions to Shakopee Public Utilities
255 Sarazin Street, Shakopee MN 55379
- D. Owner: Shakopee Public Utilities
- E. Architect/Engineer: Rice-Stromgren Architects / LS Engineers
- F. Mail or Deliver Bids to: Rice Stromgren Architects
711 West Lake St. #516
Minneapolis, MN 55408

1.02 CERTIFICATIONS AND BASE BID

- A.** The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, Supplementary Conditions and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, technical personnel, supervision, machinery, permits, performance & payment bonds, insurance, services, including utility and transportation services and all scheduled allowances, necessary to complete the construction of the above-named project, for the stipulated sums of:

1. Total Base Bid: Work Scope 4.0 Masonry
Fifty seven thousand, nine hundred ^{eighty} ~~six~~ Dollars
(\$ 57,986.00). Bid is good for 30 days.
2. Amount of Sales Tax included in your bid: \$ 1,020.00

1.03 ALTERNATES

In addition to the Alternates listed in Section 01 23 00 and priced below, it is the Owner's desire to consider voluntary alternates to the layout and/or specifications. Alternates should be complete per the specifications being bid and include a list of other trades affected. Describe and provide voluntary alternates on a separate attachment.

1. Alternate No. 1:

ADD / DEDUCT \$ N/A

2. Alternate No. 2:

ADD / DEDUCT \$ N/A

3. Alternate No. 3: .

ADD / DEDUCT \$ N/A

1.04 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated June 29, 2021

2. Addendum # Dated

3. Addendum # Dated

1.05 INSURANCE REQUIREMENTS

A. The undersigned Bidder includes provisions to fulfill the insurance as required in Section 00 73 00 Supplementary Conditions, Exhibit A-1, and Exhibit B-1.

1.06 BIDDER'S LICENSE

A. The undersigned further states that it is a duly licensed contractor for the type of work proposed in Le Sueur, Minnesota.

1.07 SCHEDULE

A. Work will commence upon execution of the contract and according to the schedule shown in Section 00 31 13.

1.08 BOND

NOT

A. A Bid Bond is included with the Bid.

B. The bidder agrees to provide the Owner with a Payment Bond and a Performance Bond within three days of the award of the contract.

1.06 BID FORM SUPPLEMENTS

A. None

1.09 SUBMISSION OF BID

Respectfully submitted this 6th day of July 2020 2021

Submitted by: Del's Construction Company Inc.
(Name of bidding firm or corporation)

Authorized Signature:

Henry Endres
(Handwritten Signature)

Signed by:

Henry Endres
(Type of print name)

Title:

Vice President
(Owner/Partner/President/Vice President)

License No.

N/A

Federal ID No.

41-0992621

END OF SECTION

Hourly Rates:

Foreman = 100.00

Journeyman = 95.00

Laborer = 86.25



**D G WELDING
& MFG. Inc.**

DG Welding & Mfg., Inc.
3265 Sun Drive
Eagan, MN 55121
Phone: 651-688-2358

Proposal

Revision 1

Del's Construction
Ben Hutton
RR1 Box 7B
Le Sueur, MN 56058
Phone: 507.665.6481, Fax: 507.665.2591

Proposal Date: 7/9/2021
DG Project No.: 7092

Project: SPU

We Propose to Furnish & Deliver This Project for A Price Of: \$140,980.00

Scope of Work - Supply Only

- DG Welding & Mfg., Inc. will supply structural steel and miscellaneous steel listed below:

Cost Codes	Project-Specific Descriptions	Ref. Details	Finish	Estimator's Assumptions and Notes
111	Anchor rods at column base plates	Column Schedule & Anchor Rod Schedule on S1	Mill/No Paint	
128	2 - Galvanized steel beam lintels at service window area	S2, 9/S6, 11/S6	Galvanized	
132	1 - tube brace and glulam bearing plates at steel	1/S2, 8-13/S6, 11/S7	Primed Red	
149	90 - Plates at precast	S1, 1-3/S6, 6-7/S6,	Primed Red	Please verify quantity needed
152	Structural steel as shown on structural drawings including beams, columns, & joists	Column Schedule on S1, S2	Primed Red	

Other Inclusions

- As per set of Design Drawings dated 6/11/21 & Addendum 1 6/28/21
- As per relevant Specification Divisions dated 6/11/21
- All material cleaned per SSPC-SP2 (Hand Tool Clean) and primer painted with one (1) coat standard shop red primer, unless noted
- Hardware for steel connections
- FOB jobsite
- Sales Tax Included at a rate of 7.375%

Alternate

- ALT 1: Add \$1,500 engineering stamp & calculation fee for structural steel connections if needed
- ALT 2: Add \$64,795 to include steel roof decking at garage addition, 4 - galvanized trench frame & grates at garage addition & 4 - 8" galvanized embedded bollards - supply only

Specific Exclusions

- Installation
- Any demolition
- Closing or sealing vent/drain holes for galvanized members, unless noted
- Concrete scanning
- Field measuring of structural items

6. No loose lintels found
7. Any steel not specifically called out in scope
8. Any light gauge steel
9. Canopy assumed by others
10. Steel at detail 6/S8
11. Mechanical openings not shown on structural - please specify if needed 1-2/S7
12. Clearance bar assumed by others
13. Any site fencing or railing

Standard Exclusions

1. Any other items not specifically listed in the Scope of Work section including, but not limited to, grout, concrete, rebar, light gauge material of any type, Simpson brackets, bike racks, hold downs, touch-up paint, finish paint, galvanizing, grid lines, benchmarks, shoring, backing for wall mounted railings, protective floor covering, corner guards, and roof penetrations.
2. Hardware for non-steel connections.
3. Joists and joist girder details (Unless specifically included in the Scope of Work section.)
4. Decking and accessories (Unless specifically included in the Scope of Work section.)
5. Anti-slip stair nosing (Unless specifically included in the Scope of Work section.)
6. Shop welded stair sections into unit (Unless specifically included in the Scope of Work section.)
7. Any anchorage type material required for materials not specifically listed on the base bid.
8. Concrete Scanning.
9. Temporary railings.
10. Closing or sealing vent/drain holes for galvanized members unless noted otherwise.
11. Metal shims (Unless we perform installation.)
12. Demolition, removal of spray fireproofing, nighttime and overtime work, and fire watch.
13. Taking and verifying site dimensions and conditions.
14. Engineering calculations, designs, services, and/or stamps (for connection design, drawings preparation, etc.)
15. AISC certification and permits.
16. Inspection beyond dimensional, visual weld inspection, and Special Inspections

Terms and Conditions

1. **This quote is valid for 10 days of the above date**
2. **Material availability and lead-time based on Mill rolling schedule **
3. DG Welding & Mfg., Inc. reserves the right to invoice for material stored beyond original delivery date.
4. DG Welding & Mfg., Inc. reserves the right to withhold deliveries for overdue accounts.
5. DG Welding & Mfg., Inc. is not responsible for delays in scheduled completion dates due to design revisions, additions or lack of prompt approval of shop drawings.
6. Back charges will not be accepted unless our consent is given in advance in writing.
7. Upon award this estimate becomes part of the contract documents.
8. Any reasonable legal fees and court costs encumbered by the seller for breach of this contract by the buyer shall be the responsibility of the buyer.
9. Work for such changes will not commence until a signed change order has been forwarded to DG Welding & Mfg., Inc.
10. RFI's:
 - 10.1. RFIs shall be fully answered before submittal of shop drawings
 - 10.2. In the event that DG Welding RFIs need to be incorporated into submittal because GC fails to answer DG Welding RFIs in timely manner, an Add shall be warranted if substantial modifications to shop drawings are required by the approver's markups.

Acceptance

- Please do not hesitate to contact DG Welding & Mfg., Inc. if you should have any questions or if further information is desired on the above proposal.
- If this proposal is acceptable please sign and date below, initial each page and email this proposal along with a purchase order to adam@dg-welding.com. Work will not begin until this signed proposal has been received.
- We thank you for allowing us the opportunity to provide you with our proposal and look forward to working towards a successful and profitable project together.

I hereby accept and agree to the terms and conditions as stated in this proposal.

Jenna, Estimator
DG Welding & Mfg., Inc.

Buyer
Del's Construction

Bid Bond

CONTRACTOR:

(Name, legal status and address)
CM Construction Company, Inc.

12215 Nicollet Ave S

Burnsville, MN 55337

OWNER:

(Name, legal status and address)
Shakopee Public Utilities

**255 Sarazin Street
Shakopee, MN 55379**

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
Additions to Shakopee Public Utilities

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

**151 N Franklin Street
Chicago, IL 60606**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **6th** day of **July, 2021**.


(Witness)

CM Construction Company, Inc.

(Principal)


(Seal)

(Title) **Mary Lynn Peterson, President**

Western Surety Company

(Surety)

(Seal)


(Witness)

(Title) **Joshua R. Loftis, Attorney-In-Fact**



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Dakota)

On this 6th day of July, 2021, before me appeared Mary Lynn Peterson, to me personally known, who, being by me duly sworn, did say that he/she is the President of CM Construction Company, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Mary Lynn Peterson acknowledged said instrument to be the free act and deed of said corporation.

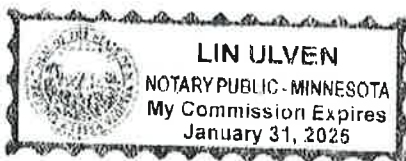


[Signature]
Notary Public Hennepin County, MN
My commission expires January 31, 2025

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 6th day of July, 2021, before me appeared Joshua R. Loftis, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Western Surety Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Joshua R. Loftis acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public Ramsey County, Minnesota
My commission expires 1/31/2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kurt C. Lundblad, R. W. Frank, Jerome T. Ouimet, Rachel Thomas, Nicole Stillings, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Colby D. White, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha }

ss

On this 17th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **6th** day of **July**, 2021



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, If you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE:

Minn. Stat. §16.285, Subd. 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
 - a. is in compliance with workers' compensation and unemployment insurance requirements;
 - b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - c. has a valid federal tax identification number or a valid Social Security number if an individual; and
 - d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
 - e.
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - a. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - b. has been issued an order to comply by the commissioner of labor and industry that has become final;
 - c. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - d. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - e. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed

statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,**
- 2) I have included Attachment A-1 with my company's solicitation response, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer: 	Printed Name: Mary Lynn Peterson
Title: President	Date: 7/6/21
Company Name: CM Construction Company, Inc.	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

PROJECT TITLE:

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

[illegible]



12215 NICOLLET AVENUE SOUTH, BURNSVILLE, MN 55337 • (952) 895-8223 • FAX (952) 895-8183

PROPOSAL

PROJECT: Additions to Shakopee Public Utilities
LOCATION: Shakopee, MN

TO: Shakopee Public Utilities

Attn:

Fax:

BIDDING DOCUMENTS:
ADDENDUMS NOTED: 1

DATE: 07/06/2021

CM Construction Company, Inc. agrees to furnish all equipment, materials, supplies, services and labor in accordance to Plans and to complete the following work:

Bidding Work Scope: 6.0 General Construction

BASE BID:	168,800
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This proposal may be revised or withdrawn if not accepted within 30 calendar days.

Respectfully Submitted:

Mary Lynn Peterson
President
CM Construction Company, Inc.



35832 Ottawa Rd. | Le Sueur, MN 56058
[O] (507) 665-6481 | [F] (507) 665-2591
WWW.DELSCONSTRUCTIONMN.COM

Shakopee Public Utilities Expansion

255 Sarazin Street
Shakopee, MN

Del's Construction Company, Inc. is the construction manager on the above referenced project. Contracts will be between the individual prime contractor and SPU. Use the bid form provided and bid all of the items in your bid package, including all of the alternates and unit prices listed. If you have questions on what is or is not included in any of the bid packages, please contact Ben Hutton at Del's Construction. benh@delsconstructionmn.com If you have questions on the documents (plans and specs), please contact the architect. Should you require a visit to the site to review existing conditions, please contact the construction manager to schedule.

Work Scope 6.0 – General construction

6/28/21

Refer to plans dated 06/11/21 and specifications dated 06/11/21.

All of Division 00- Procurement and Contracting Requirements

All of Division 01- General Requirements

All of Division 6- Wood, Plastic And Composites

Sections:

02 41 19 - Selective Demolition, as it applies

07 92 00- Sealants And Firestopping, as it applies

08 14 16- Flush Wood Door, install only

08 71 00- Door Hardware, install only

09 21 00- Gypsum Board Assemblies

09 51 13- Acoustical Panel Ceilings

All of Division 11- Equipment

Clarifications:

1. Include demo and trim of existing wood wall panels for openings.
2. Include removal of existing exterior wall mounted signage.
3. Include sawcutting and removal of concrete floors.
4. Include sawcutting new openings into existing pre-cast panels.
5. Include shoring of existing roof structure required prior to removal of pre-cast panels and until new permanent structure is in place.
6. Include all rough and finish carpentry.
7. Include all roof blocking.
8. Include setting all hollow metal door frames.
9. Provide all new signage shown.
10. Receive, unload, and take inventory of all materials that are supplied by others.
11. Contractors shall include temporary facilities per section 01 50 00 for their scope of work except as follows:
 - a. Work scope 26.0 shall be responsible for temporary electric power service and temporary lighting.

- b. Temporary toilets will be provided by the construction manager.
 - c. Dumpsters will be provided by the construction manager.
 - d. Construction fencing will be provided by the construction manager.
12. Contractors working on site will be required to follow all OSHA, SPU and Del's Construction safety requirements.
 13. All contractors working on site will be required to follow all state and site specific health guidelines.
 14. Contractor to include all necessary equipment, crews, over-time, multiple mobilizations and coordination with other trades as necessary to meet the requirements of the project schedule.
 15. Contractor to provide all submittals as required per specifications.
 16. Progress meetings are held every other week on site. Attendance at these meetings is mandatory if you are working on site or have been contacted to attend by the construction manager.
 17. Foreman's meetings are held weekly on site as scheduled by Del's Construction's superintendent. Attendance by your foreman is mandatory if you are working on site.

Field Labor Hourly Rates including all fringes, taxes and insurance, with no profit and overhead:

Foreman: \$ 110
Journeyman: \$ 100
Laborer: \$ 85

End of Work Scope.

KENDELL

Solutions for Opening & Specialty Applications

DATE: 7/9/21

QUOTE #: E21-0709-1203JAS

TO: Del's Construction
PROJECT
NAME: Addition to Shakopee Public Utilities
LOCATION: Shakopee, MN

ATTN: Ben Hutton
PHONE: 507-291-1902
EMAIL: benh@delsconstructionmn.com

PLAN DATE:

ADDENDA #: None

HOLLOW METAL DOORS AND FRAMES- SECTION 08 1100

QUANTITY STANDARD FRAMES 3

WOOD DOORS- SECTION 08 1400

QUANTITY WOOD DOORS: 2

WOOD DOORS PRE-MACHINED? YES

WOOD DOORS PRE-FINISHED? YES

DOOR HARDWARE- SECTION 08 7100

HARDWARE FOR WOOD DOORS INCLUDED? YES: ☒ NO: ☐

HARDWARE FOR METAL DOORS INCLUDED? YES: ☒ NO: ☐

COMBINED SECTIONS BASE BID:

\$5,047.00

SALES TAX INCLUDED

CLARIFICATION: Nothing is included in my bid for existing doors on schedule. Just the three new doors.

KENDELL SALESPERSON: Jeremiah Stern

Jeremiah Stern | Mankato, MN 56001 | jstern@kendelldrs.com | 507-858-3208

KENDELL

Solutions for Opening & Specialty Applications

TERMS & CONDITIONS: Our quotation is subject to the following terms and conditions:

Acceptance of this quotation by Customer will be acceptance of all terms and conditions as follows and will supersede any conflicting term in any other contract document. Customer's agreement will be evidenced by Customer's signature permitting KENDELL Doors & Hardware, LLC (KENDELL) to commence project work. **KENDELL will not commence work until proposal is signed and accepted.**

ACCEPTANCE CONDITIONS:

- 1. SALES TAX:** Increase post-quotation date is the responsibility of the accepting party.
- 2. VALID DATE:** **15-days** from date of quotation unless extended in writing by KENDELL.
- 3. CHANGES IN MATERIAL COSTS & SURCHARGES** in excess of 5% between the date of the proposal and the date of installation will require an adjustment in the Contract amount.
- 4. LEAD TIME:** Stated lead time is an estimate only, given at time of estimate and is subject to change due to material and labor availability.
- 5. CHANGES TO CONTRACT TERMS:** Any changes to Contract amount or work scope due to extras, change-orders, delays, acceleration or otherwise will have no time penalties to KENDELL. All information regarding changes will be furnished in writing by Customer to KENDELL. No work will proceed until approvals have been authorized and signed by Customer and KENDELL.
- 6. WORK HOURS:** Work is to be performed during KENDELL regular working hours unless otherwise stated in Estimate. All work performed outside regular working hours will be charged for rates or amounts agreed upon by the parties at the time authorized.
- 7. WORK STOPPAGE:** KENDELL shall not be required to continue performance if timely payments are not made to KENDELL for suitably performed work or stored materials.
- 8. BACK CHARGES:** No claims or back charges by the Customer for materials or services will be valid unless authorized in writing by a KENDELL representative.
- 9. TERMINATION:** This agreement shall not be cancelled or changed by Customer except with the express written consent of an authorized representative of KENDELL. In the event a contract or order is cancelled, KENDELL will invoice Customer for amount equal to work, materials and equipment provided to the Project and for materials ordered or stored but not yet installed. Standard payment terms will apply.

CREDIT/ PAYMENT TERMS:

- 1. RETAINAGE:** No retainage is to be held on material invoices.
- 2. PROJECT START:** No materials will be ordered, manufactured or supplied until a valid purchase order or prepayment is received.
- 3. EXISTING KENDELL CREDIT CUSTOMERS:** To proceed, please provide authorization and a valid Purchase Order #.
- 4. NEW/ PRE-PAYMENT CUSTOMERS:** To proceed, please provide pre-payment or credit card information. KENDELL will be paid in full for entire order including special-order material, stock material and labor/install.
- 5. EXTENSION OF CREDIT:** KENDELL will approve open credit (via credit application) prior to submission/processing of any order. KENDELL will be provided with the legal description of the property, the name, address and representative of the project Owner. Evidence of adequate and proper financing shall be required. Customer shall promptly notify KENDELL of any changes to Owner's identity and/or financial status. KENDELL will not be obligated to commence or continue Work in absence of adequate assurances of payment

The undersigned accepts the terms and conditions herein and agrees to incorporate same into any Contract arising from this Quote.

SIGNATURE: _____
NAME: _____

DATE: _____
PO #: _____

NOVA

FIRE PROTECTION, INC.

7/6/2021

Bid ID: 5878

SHAKOPEE PUBLIC UTILITIES
Attn: Purchasing
255 SARAZIN STREET
SHAKOPEE, MN 55379

P: (952) 445-1988
F:
E: benh@delsconstructionmn.com

Job: **Shakopee Public Utilities - Additions**
255 Sarazin Street
Shakopee, MN 55379

Proposal

SCOPE:

Design and install an extension of the existing **Fire Sprinkler System** for the project referenced above as specified in **Division 21 – Fire Suppression** and shown on drawing(s) **FP1.0**.

Addendum 1 has been received and reviewed.

Items NOT included in this proposal:

Painting exposed pipe

Base Bid for the scope of work above is..... \$17,930.00

We appreciate the opportunity to submit this proposal and look forward to working with your company. Prices are valid for 30 days from date above.

Sincerely,

Nick Evans

Nick Evans, Estimator
c: (701) 371-9293
e: nick@novafire.com

Acceptance: The above price, scope, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Progress payments will be paid within thirty days of invoice.

Check All that Apply: ☒ Base Bid

Accepted by: _____ PO #: _____ Date: _____



35832 Ottawa Rd. | Le Sueur, MN 56058
[O] (507) 665-6481 | [F] (507) 665-2591
WWW.DELSCONSTRUCTIONMN.COM

Shakopee Public Utilities Expansion

255 Sarazin Street
Shakopee, MN

Del's Construction Company, Inc. is the construction manager on the above referenced project. Contracts will be between the individual prime contractor and SPU. Use the bid form provided and bid all of the items in your bid package, including all of the alternates and unit prices listed. If you have questions on what is or is not included in any of the bid packages, please contact Ben Hutton at Del's Construction. benh@delsconstructionmn.com If you have questions on the documents (plans and specs), please contact the architect. Should you require a visit to the site to review existing conditions, please contact the construction manager to schedule.

Work scope: 21.0 – Fire Suppression

6/28/21

Refer to plans dated 06/11/21 and specifications dated 06/11/21.

All of Division 00- Procurement and Contracting Requirements

All of Division 01- General Requirements

All of Division 21- Fire Suppression

Clarifications:

1. Include coredrilling for any required wall penetrations.
2. Include all drawing, permit and inspection costs.
3. Contractors shall include temporary facilities per section 01 50 00 for their scope of work except as follows:
 - a. Work scope 26.0 shall be responsible for temporary electric power service and temporary lighting.
 - b. Temporary toilets will be provided by the construction manager.
 - c. Dumpsters will be provided by the construction manager.
 - d. Construction fencing will be provided by the construction manager.
4. Contractors working on site will be required to follow all OSHA, SPU and Del's Construction safety requirements.
5. All contractors working on site will be required to follow all state and site specific health guidelines.
6. Contractor to include all necessary equipment, crews, over-time, multiple mobilizations and coordination with other trades as necessary to meet the requirements of the project schedule.
7. Contractor to provide all submittals as required per specifications.
8. Progress meetings are held every other week on site. Attendance at these meetings is mandatory if you are working on site or have been contacted to attend by the construction manager.
9. Foreman's meetings are held weekly on site as scheduled by Del's Construction's superintendent. Attendance by your foreman is mandatory if you are working on site.

Field Labor Hourly Rates including all fringes, taxes and insurance, with no profit and overhead:

Foreman:	\$ 115.00
Journeyman:	\$ 110.00
Laborer:	\$ N/A

End of Work Scope.

NOVA Fire Protection, Inc.



Shakopee Public Utilities

255 Sarazin St, Shakopee, MN

HVAC for Additions

Proposed Project Agreement

Date:

7/6/2021

Proposal Number:

P11377

Prepared for:

Ben Hutton
Del's Construction
35832 Ottawa Rd
LeSueur, MN 56058

Prepared by:

Steve Schmidt
Harris Company
909 Montreal Cir
St Paul, MN 55102

Remarkable People. Remarkable Results.



PROJECT PROPOSAL

Prepared by:

Harris Company, St Paul
909 Montreal Circle
St. Paul, MN 55102
Steve Schmidt

Proposal Date: 7/6/2021

Proposal Number: P11377

Prepared for:

Del's Construction
35832 Ottawa Rd
LaSueur, MN 56058
Ben Hutton

Agreement Location:

Shakopee Public Utilities
255 Sarazin St
Shakopee, MN 55379

Project: Shakopee Public Utilities Additions

Harris Company St Paul is pleased to submit this proposal for the HVAC work associated with the Shakopee Public Utilities Additions at 255 Sarazin St, Shakopee, MN. Mechanical work is design/build based on architectural plans and specifications by Rice-Stromberg Architects dated 6/11/21 and Addendum 1 dated June 29, 2021.

HVAC Work to include:

- Relocate two (2) existing gas unit heaters, venting and combustion air duct
- Furnish and install new gas piping to new unit heat locations
- Furnish and install three (3) new gas radiant tube heaters equal to existing, complete with venting, combustion air ducts, low voltage thermostats to serve the expanded garage area
- Furnish and install new gas piping from building connection to serve new radiant tube heaters
- Furnish and install approximately 70' of unpainted spiral duct to extend exhaust ducting to outside corner of expanded garage area
- Relocate existing exhaust duct drop to outside corner of expanded garage area
- Furnish and install one (1) new 1.5-ton heat/cool ducted fan coil unit with condensing unit, refrigeration piping, condensate piping, thermostat, 8kw electric duct heater, outside air intake and duct, supply diffusers and return air grills for plenum ceiling return
- Furnish and install two (2) CO and NO2 sensors, expansion module and programming for ventilation control of garage expansion area
- Start and check operation
- Test and balance
- Engineered drawings for permit
- Associated labor, materials, and permit

Exclusions:

- Overtime (except where noted) All other work to be performed Monday -Friday, during regular business hours
- Electrical power and control wiring
- Expedited manufacturing or shipping
- Painting of ducting
- Roofing and roof flashing
- **Modifications or additions to existing garage ventilation systems. An additional 4,158 cfm of air will be required for the garage addition area. It is unknown if the existing system has additional capacity to provide this ventilation air**



Price for work as described above.....\$126,850.00

PRICING: Due to the volatility of international markets, pricing for this project is good for 7 days.

WARRANTY: Our warranty on work performed is one (1) year parts and (1) year labor

TERMS OF PAYMENT: Monthly Progress Billing. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Steve Schmidt

Signature (Authorized Representative)

Steve Schmidt

Name (Print/ Type)

651-280-9932

Phone

7/6/2021

Date

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.



8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

15. If paying with credit card a 3% surcharge will be added to total project price.

July 8, 2021

Proposal QTB142236

Mr. Ben Hutton
Del's Construction Company, Inc.
35832 Ottawa Road
Le Sueur, MN 56058

Re: Proposal for Special Inspection and Testing Services
Shakopee Public Utilities Additions
255 Sarazin Street
Shakopee, Minnesota

Dear Mr. Hutton:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the Shakopee Public Utilities Additions in Shakopee, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

We understand this project will include the construction of 2 additions to the existing facility. Addition Area A will have a footprint of about 300 square feet and will have concrete masonry unit walls with structural steel and glulam beam framing supported on conventional spread footings. Addition Area C will have a footprint of about 4,000 square feet and will have precast concrete walls with structural steel framing and bar joists with metal decking supported on conventional spread footings. Associated pavement improvements are also included in the project.

Based on the Subsurface Exploration and Geotechnical Engineering Report (project # 98868) completed by STS Consultants, dated October 8, 2002 for the existing building, the site geology consists of topsoil overlying limestone or dolomite.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Rice-Stromgren Architects and LS Engineers, dated June 11, 2021.
- Project Addendum numbered 1, dated June 29, 2021.

AA/EOE

- Special Inspection and Testing Schedule prepared by LS Engineers, dated June 11, 2021.
- A Subsurface Exploration and Geotechnical Engineering Report (project # 98868) completed by STS Consultants, dated October 8, 2002
- Discussions with yourself.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors or qualified technicians will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information.

Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill and foundations. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Observe the placement and compaction of fill.
- Test compacted fill placed below building footprints and oversizing areas, below slabs adjacent to walls, and in plumbing trenches, to determine if the relative compaction was achieved.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, exterior sidewalks, curb and gutter, and pavement.
- Observe the concrete placement and test sample preparation.
- Perform laboratory compressive strength testing of the concrete samples.

- Observe the installation of post-installed anchors on a periodic basis.

Structural Masonry Related Services

- Observe the structural masonry construction and grouting operation on a periodic basis.
- Observe the preparation of grout and masonry block prism samples.
- Perform structural masonry grout and structural masonry prism testing.

Structural Steel and Precast Concrete Welding Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the metal decking connections for orientation, sidelap fasteners, and the hold down connections.
- Observe and test the precast concrete welded or bolted connections.
- Observe and document the installation of the base plate anchor bolts.
- Observe the installation of post-installed anchors.

Paving Related Services

- Observe test rolls of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous pavement.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in July of 2021, and will be substantially complete by about late fall of 2021.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached Project Proposal. As the contractor's schedule becomes available and designs

are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.

- The earthwork phase of the project will be substantially complete in 2 weeks. We have assumed that periodic earthwork observation and testing will be required.
- The masonry construction will require inspections to be completed periodically. Grout will be placed with low lift grout techniques.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site specific training or gear is required to complete our scope of services.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of \$14,937. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if time frames are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Philip Bailey at 507.995.2788 or pbailey@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Philip E. Bailey, PE
Business Unit Leader, Senior Engineer

Dan M. Nelson For
Jul 8 2021 2:39 PM

Daniel E. Martin
Account Leader, Senior Project Manager

Attachments:
Project Proposal
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB142236
Shakopee Public Utilities Additions
Client:

Del's Construction Company, Inc.
Ben Hutton
35832 Ottawa Rd
Le Sueur, MN 56058
(507) 665-6481

Work Site Address:

255 Sarazin Street
Shakopee, MN 55372

Service Description:

Special Inspection and Testing Services

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction and Materials Testing				
Activity 1.1	Soil Observations and Testing				\$2,302.00
206	Excavation Observations	4.00	Hour	92.00	\$368.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Excavations	2.00	Trips	2.00	4.00
207	Compaction Testing - Nuclear	12.00	Hour	82.00	\$984.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Backfill	4.00	Trips	2.00	8.00
	Utilities, Plumbing	2.00	Trips	2.00	4.00
1308	Nuclear moisture-density meter charge, per hour	12.00	Each	22.00	\$264.00
1861	CMT Trip Charge	8.00	Each	20.00	\$160.00
128	Senior Engineer	1.00	Hour	182.00	\$182.00
1318	Moisture Density Relationship (Standard), per sample	2.00	Each	172.00	\$344.00
Activity 1.2	Concrete Observations and Testing				\$6,631.00
260	Concrete Observations	13.00	Hour	92.00	\$1,196.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	3.00	Trips	1.00	3.00
	Column Piers	1.00	Trips	1.00	1.00
	Foundation Walls	1.00	Trips	1.00	1.00
	Epoxy Observations	4.00	Trips	2.00	8.00
261	Concrete Testing	25.50	Hour	82.00	\$2,091.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	3.00	Trips	2.00	6.00
	Column Piers	1.00	Trips	2.00	2.00
	Foundation Walls	1.00	Trips	2.00	2.00
	Slab On Grade	3.00	Trips	2.50	7.50
	Sidewalks	1.00	Trip	2.00	2.00
	Curb & Gutter	2.00	Trips	2.00	4.00
	Aprons	1.00	Trip	2.00	2.00
278	Concrete Cylinder Pick up	12.00	Hour	82.00	\$984.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	12.00	Trips	1.00	12.00
1861	CMT Trip Charge	28.00	Each	20.00	\$560.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	60.00	Each	30.00	\$1,800.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	3.00	Sets	5.00	15.00
	Column Piers	1.00	Set	5.00	5.00
	Foundation Walls	1.00	Set	5.00	5.00
	Slab On Grade	3.00	Sets	5.00	15.00
	Sidewalks	1.00	Set	5.00	5.00
	Curb & Gutter	2.00	Sets	5.00	10.00
	Aprons	1.00	Set	5.00	5.00

Project Proposal

QTB142236
Shakopee Public Utilities Additions

Activity 1.3	Masonry Observations and Testing				\$1,614.00
203	Masonry Observations		7.50 Hour	92.00	\$690.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Walls	3.00 Trips	2.50	7.50	
1861	CMT Trip Charge		3.00 Each	20.00	\$60.00
1409	Compressive strength - Hollow block prisms (ASTM C 1314), per specimen		3.00 Each	172.00	\$516.00
1407	Net area determination (ASTM C 140) , per specimen		3.00 Each	50.00	\$150.00
213	Masonry Sample Pick up		Hour	82.00	\$0.00
1412	Compressive strength of grout (ASTM C 1019), per specimen		3.00 Each	66.00	\$198.00
Activity 1.4	Structural Steel Observations				\$1,406.00
605	ICC Structural Steel Technician		13.00 Hour	102.00	\$1,326.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Welding, Framing, Bolting	4.00 Trips	3.00	12.00	
	NDE Final Report	1.00 Each	1.00	1.00	
1664	NDE Trip charge		4.00 Each	20.00	\$80.00
Activity 1.5	Pavement Observations & Testing				\$448.00
211	Proofroll Observations		4.00 Hour	102.00	\$408.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Parking lots	2.00 Trips	2.00	4.00	
1861	CMT Trip Charge		2.00 Each	20.00	\$40.00
Activity 1.6	Project Management				\$2,536.00
238	Project Assistant		5.00 Hour	82.00	\$410.00
226	Project Manager		12.00 Hour	162.00	\$1,944.00
128	Senior Engineer		1.00 Hour	182.00	\$182.00
Phase 1 Total:					\$14,937.00

Proposal Total:	\$14,937.00
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General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



**NORTH
COUNTRY
CONCRETE
INC.**

23035 Ulysses Street NE
East Bethel, MN 55005

Phone: 763-576-8602

Fax: 763-576-8636

plans@northcountryconcrete.com

www.northcountryconcrete.com

PROPOSAL

DATE	PROPOSAL #
7/7/2021	45114R
LET DATE	SCHEDULE
7/7/2021	2021
ESTIMATOR	
ERIC MCCARTNEY	
JOB TYPE	
PUB	

Project Name and Address:

ADDITIONS TO SHAKOPEE PUBLIC UTILITIES
255 SARAZIN STREET
SHAKOPEE, MN 55379

#	Item	Description	QTY	Unit	Unit Cost	Total
		BID PER SHEET C1 (DATED 6/8/21) FOR WORK IN 2021 USING 3F CONCRETE MIX DESIGN. ADDENDUM #1 NOTED. BID IS FOR CONCRETE AND CONCRETE PLACEMENT ONLY FOR THE FOLLOWING ITEMS:				
		SITE WORK				
	C&G	CONCRETE CURB AND GUTTER DESIGN B612	610	LF	\$ 23.00	\$ 14,030.00
	PVMT	7" CONCRETE PAVEMENT REINFORCED WITH #4 EPOXY COATED REBAR AT 24" OCEW AND DRILL/DOWEL INTO EXISTING AT 30" OC - EXCLUDES EXTERIOR STOOPS AND EXTERIOR APRONS (BY STRUCTURAL)	6,100	SF	\$ 12.50	\$ 76,250.00
	MOB	PRICE INCLUDES TWO MOBILIZATION(S) TO COMPLETE THE WORK. (1-C&G, 1-FLAT) ADDITIONAL MOBILIZATIONS: \$2,000/EA				
	EXCLUSIONS	PERMITS, TESTING/TESTING EQUIPMENT, TRAFFIC CONTROL, REMOVALS, EXCAVATION/BACKFILL, GRADING, BASE/BASE INSTALLATION, SITE RESTORATION, STOOPS, FOUNDATIONS, STAIRS, STAIR RAILINGS, CHEEK WALLS, WALLS AND FOOTINGS, DRILLING/DOWELING, ELEC/MECH PADS, JOINT SEALING/CAULKING, SITE AMENITIES, BOLLARDS, TRENCH GRATES/HARDWARE/ANGLES, SIGN POSTS/FOOTINGS, COLORED/STAMPED CONCRETE, NIGHT/WEEKEND WORK, PRIVATE LOCATES, SITE FLATWORK (SIDEWALKS)				
	CONCRETE	**CONCRETE AND CONCRETE PLACEMENT ONLY				
	GRADE	GRADE +/- .1 FT				
	CB ADJUST	FINAL ADJUST ONLY. RINGS AND CASTINGS TO BE SUPPLIED BY GENERAL C.B. ADJUSTMENT INCLUDED UP TO THREE RINGS. (ADDITIONAL RINGS INSTALLED AT \$25.00 EACH)				
	QUANTITY	*PROPOSAL PRICING IS BASED ON ALL QUANTITIES AND ITEM REMAINING CONSTANT TO BID DOCUMENTS				
	SCHEDULE	NCCI REQUIRES A MINIMUM OF THREE BUSINESS DAYS PRIOR TO COMMENCEMENT OF WORK IN ORDER TO SCHEDULE GOPHER STATE ONE CALL FOR LOCATES				
	PROJ NOTE	**PROJECT NOTE: PROPOSAL DOES NOT INCLUDE WINTER PROTECTION COSTS. NCCI CANNOT WARRANT CONCRETE PLACED AFTER NOVEMBER 1ST DUE TO HIGH CHANCE OF POLY/BLANKET MARKS, SURFACE FREEZING, DISCOLORATION AND DAMAGE CAUSED BY DE-ICING CHEMICALS.**				
					TOTAL	\$ 90,280.00



**NORTH
COUNTRY
CONCRETE
INC.**

23035 Ulysses Street NE
East Bethel, MN 55005

Phone: 763-576-8602

Fax: 763-576-8636

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PROPOSAL

DATE	PROPOSAL #
7/7/2021	45114R
LET DATE	SCHEDULE
7/7/2021	2021
ESTIMATOR	
ERIC MCCARTNEY	
JOB TYPE	
PUB	

Project Name and Address:

ADDITIONS TO SHAKOPEE PUBLIC UTILITIES
255 SARAZIN STREET
SHAKOPEE, MN 55379

#	Item	Description	QTY	Unit	Unit Cost	Total
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* Bond Available upon request with a 1.0% charge over proposal.

* Proposal honored for 30 days

* Any alteration or deviations from above quantity quotations will be executed only upon written orders and will become an extra charge on the above proposal.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are hereby accepted. We agree to give North Country Concrete, Inc. at least (7) days notice prior to commencing work.

Pursuant to this proposal the buyer is agreeing to be liable for payment for the work performed and all cost of collection, including all attorneys' fees, plus interest. Interest will accrue on the invoices starting 60 days of the invoice date, and will be accrued at the rate of 1.5% per month (18% APR).

* NO TESTING

* NO CONCRETE PUMPING

*NO WINTER CONDITIONS

*NO SURVEYOR'S LAYOUT

*NO SAND OR AGGREGATE BASE

*NO JOINT SEALING OR SAWING

*NO PERMITS INCLUDED IN PROPOSAL

*UNLESS OTHERWISE NOTED IN PROPOSAL

SIGN AND RETURN IF PROPOSAL IS ACCEPTED

SIGNATURE

SECTION 00 41 00 BID FORM

1.01 BID INFORMATION

- A. DATE OF SUBMITTAL OF BID July 6, 2021
- B. Bidder:
1. Company Name: Del's Construction Company, Inc.
 2. Company Address: 35832 Ottawa Road, Le Sueur MN 56058
 3. Contact Name: Henry Endres
 4. Contact Phone and e-mail: 507-665-6481/henrye@delsconstructionmn.com
- C. Project Name: Additions to Shakopee Public Utilities
255 Sarazin Street, Shakopee MN 55379
- D. Owner: Shakopee Public Utilities
- E. Architect/Engineer: Rice-Stromgren Architects / LS Engineers
- F. Mail or Deliver Bids to: Rice Stromgren Architects
711 West Lake St. #516
Minneapolis, MN 55408

1.02 CERTIFICATIONS AND BASE BID

A. The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, Supplementary Conditions and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, technical personnel, supervision, machinery, permits, performance & payment bonds, insurance, services, including utility and transportation services and all scheduled allowances, necessary to complete the construction of the above-named project, for the stipulated sums of:

1. Total Base Bid: Work Scope 3.1 Concrete
One hundred forty six thousand Dollars
(\$ 146,000.00). Bid is good for 30 days.
2. Amount of Sales Tax included in your bid: \$ 4,298.00

1.03 ALTERNATES

1.06 BID FORM SUPPLEMENTS

A. None

1.09 SUBMISSION OF BID

Respectfully submitted this 6th day of July 2020 2021

Submitted by: Del's Construction Company Inc.
(Name of bidding firm or corporation)

Authorized Signature: Henry Endres
(Handwritten Signature)

Signed by: Henry Endres
(Type of print name)

Title: Vice President
(Owner/Partner/President/Vice President)

License No. N/A

Federal ID No. 41-0992621

END OF SECTION

Hourly Rates:
Foreman = 100.00
Journeyman = 95.00
Laborer = 86.25



3005 4th Avenue East • P.O. Box 477 • Shakopee, MN 55379 • 952-496-4000 • Fax: 952-496-1650
•Certified Disadvantaged Business Enterprise (WBE & TGB)•

TO : Dels Construction
ATTN : Ben Hutton
FAX No.:
EMAIL:

DATE: July. 2nd, 2021

– BID PROPOSAL –
SHAKOPEE PUBLIC UTILITIES
SHAKOPEE, MN

- Unloading and installation of steel per structural and architectural plans dated 6-11-21.

YOUR PRICE: \$25,125.00

CLARIFICATIONS

- Grouting of columns not figured.
- Pricing includes (2) roof opening frames 1 at new and 1 at existing.
- Plans do not call out bridging between beams.

Please note the following:

- 1) Excludes liquidated damages.
- 2) Excludes any grouting, touch-up painting, testing, lintels, shoring, demolition & field verifying.
- 3) Price is based on regular working hours.
- 4) Proposal includes insurance per attached certificate.
 - If additional insured forms CG 2010 & 2037 (10-01 Edition) are required, \$2,000.00 will be **ADDED** to the above price.
 - If additional insured forms CG 2010 & 2037 (07-04 Edition) are required, there will be **NO** additional cost.
- 5) No breaking apart of this proposal is allowed without prior agreement.
- 6) Upon acceptance of this bid proposal, it will become a part of High Five Erectors II subcontract.
- 7) Addendum 1 noted.

If you have any questions, please call my cell 612-490-2551 or the office 952-496-4000. Thank you.

HIGH FIVE ERECTORS II, INC.

By: Dustin Buesgens

Dustin Buesgens, Vice President

**Industrial Fabrication Services**

460 Commerce Street, Lake Crystal, MN 56055

Phone 507-726-6000 Fax 507-726-6044

QUOTE #10059

Customer

Del's Construction

Ben Hutton

35832 Ottawa Rd.

Le Sueur, MN 56058

Phone 507-291-1902

Fax

Quote Date 7/7/2021

Sales Person Truman Hollerich

Job	Service Due By	Payment Terms
Shakopee, MN - Additions to Public Utilities		Standard

Product	Quantity	Unit Price	Line Total
Addition S-2 Structural Steel Framing -Per Drawings S1 -S8 REV - - - All steel quoted as SP3 Cleaned w/ (1) Coat of Sherwin Williams Kem Kromik Universal Metal Primer. -Includes (32) 3/8" Embed Plates -Includes Anchor Bolts	1	\$144,650.00	\$144,650.00
(1) Lot 22 GA B-DECK PAINTED -(108) 36" x 20'	1	\$49,590.00	\$49,590.00
Addition-B Structural Steel Framing -Includes Lintels, Side plates, Stiffeners, embed plates -Per Drawings S1 -S8 REV - - -All steel quoted as SP3 Cleaned w/ (1) Coat of Sherwin Williams Kem Kromik Universal Metal Primer.	1	\$4,415.00	\$4,415.00
Mech openings and equipment support -Per Detail 2/S7 Rev - - -L4" x 4" x 1/4" support steel to be field cut and welded -L3" x 3" x 3/16 Mech opening steel frame to be shop welded and field trimmed to fit. - Quoted as SP3 Cleaned w/(1) Coat Primer	1	\$1,300.00	\$1,300.00
Adder for 20 GA B-DECK Painted -Currently in stock	0	\$6,360.00	\$0.00 \$6,360.00
(1) lot of 4 galvanized Culverts w/ 1/8" x 6" ring per Detail 6/S8	1	\$3,475.00	\$3,475.00
(1) Lot QTY 16 Pipe bollards -8" pipe 7' long -Hot Dipped Galvanized	1	\$9,195.00	\$9,195.00

(1) Lot Embed Angles and Bar Grating for Trench drain -Quoted 3/8 x 4" Studs -(21) 20' Pieces of L2"x2"x1/4" to be Field fit - 1-3/4" x 3/16 bar grating in leu of 1-1/2" x 3/16" to avoid ripping down angle. -Hot dipped Galvanized	1	\$17,810.00	\$17,810.00
ESTIMATED Shipping to Shackopee, MN -(3) Loads @ \$270.00 each = \$810.00	1	\$810.00	\$810.00

*Lead time depends on schedule at time of order

Additional Notes:

- 1.) All pricing includes detailed shop & erecting drawings.
- 2.) All steel quoted as SP3 Cleaned w/ (1) Coat of S. W. Kem Kromik Universal Metal Primer Unless Noted
- 3.) Prices includes A325 Hardware, anchor bolts and Epoxy
- 4.) Prices are budgetary, pending final shop drawings and material prices at the time of order.
- 5.) Current lead time is approximately 6-8 Weeks

Products Total	\$231,245.00
Taxes	\$17,054.32
Quote Total	\$248,299.32
THIS IS NOT A BILL	

69,430.00

5,120.46

74,550.46

Approval Signature

Date

Thank you for your business

PWVC
Palmer West Construction Co., Inc.
14595 James Road, Rogers MN 55374
Phone: 763-428-1867 Fax: 763-428-1873

July 7th, 2021

Re: Additions to Shakopee Public Utilities

Roofing and Sheet Metal Work

Palmer West Construction Company Inc., proposes to furnish the material and labor necessary to perform the roofing and associated sheet metal work, as follows:

Proposal Includes: Approx. 6,000 sf Addenda 1

Work Scope 7.0 - Roofing

Johns Manville Built up roofing system made up of 4 plies of Type VI felt, mopped in type III asphalt, over 1 inch Fesco mopped on 1 layer 1 inch polyisocyanurate and 2 layers of 40 PSI EPS insulation, and 1 layer ½ inch gypsum mechanically fastened to wood deck. Includes 6 mil poly vapor barrier. Includes new, 24 gauge, sheet metal copings, shop fabricated flat seam panels and flashings for the roof system.

Roof related flashing and sheet metal copings as shown in details. Assumes manufacturer's standard colors.

**** Our bid price to complete: \$143,750.00**

Proposal does not include:

1. Wood blocking
2. Vertical insulation
3. Mechanical, electrical or plumbing work
4. Snow & ice removal
5. Bonds, permits & allowances

If you have any questions or concerns, please feel free to call us.

Sincerely,

Joe Stender

Project Manager

****Note: This proposal is valid for 30 days. It may be withdrawn or modified if not accepted within that time.****

REICHEL PAINTING COMPANY, INC.

P.O. BOX 893
 MANKATO, MINNESOTA 56002-0893
 (507) 387-7837
 Fax: (507) 388-3684

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO Del's Construction		EMAIL: benh@delsconstructionmn.com
STREET 35832 Ottawa Road		PHONE 507-665-6481
CITY, STATE AND ZIP CODE LeSueur, MN 56058		FAX 507-665-2591
ARCHITECT	DATE OF PLANS	DATE July 8, 2021
JOB NAME Shakopee Public Utilities Additions		
JOB LOCATION Mankato, Minnesota		
		JOB PHONE

We hereby submit specifications and estimates for:

SHAKOPEE PUBLIC UTILITIES ADDITIONS - MANKATO, MINNESOTA

Paint interior walls in drop box & service window. Paint two (2)
 relocated concrete walls in #152 addition. Paint new hollow metal
 door & frames. Paint new ceiling, structure, columns, & sprinkler
 in #152 addition. Paint new exterior bollards.

New structural steel & ceiling to receive dry fall white.

FOR THE SUM OF: \$19,000.00

We reserve the right to correct this quote for errors & omissions. This quote covers direct costs
 only & we reserve the right to claim for impact & consequential costs.

We Propose hereby to furnish material and labor ~ complete in accordance with above specifications, for the sum of:

As noted above _____ dollars (\$ _____)

Payment to be made as follows:

Per monthly invoice - Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Douglas P. Reichel

DOUGLAS P. REICHEL/ch

Note: This proposal may be withdrawn by us
 if not accepted within -30- days.

Acceptance of Proposal - The above prices, specifications and conditions are
 satisfactory and are hereby accepted. You are authorized to do the work as specified.
 Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



909 MONTREAL CIRCLE
ST. PAUL, MN 55102

July 8, 2021

Del's Construction
35832 Ottawa Rd.
LaSueur, MN. 56058
Ben Hutton

Subject: Shakopee Public Utilities Addition

Ben,

Harris Company is pleased to present you the following revised proposal to eliminate the pour back on concrete cutting for underfloor plumbing at Shakopee Public Utilities 255 Sarazin St. Shakopee, MN. 55379. Plumbing is per drawings by Rice-Stromberg Architects dated 6/11/2021. Harris Company's proposal includes the following:

Scope of work:

- Layout for underfloor plumbing.
- Tie onto existing 4" flammable waste piping and install 4" PVC piping to (4) new trench drains in new addition.
- Saw cut existing concrete floor for underfloor plumbing.
- Provide and install (4) 30'x 6" wide trench drains with heavy-duty cast-iron grates and cleanouts as shown on drawings.
- Install vent piping per code and up thru new roof vent. Roof work by others.
- Excavation and backfilling for plumbing piping underground.
- Provide and install (1) 6" roof drain area "C" and tie into existing main outside the building and (1) 4" roof drain to brass downspout area "A".
- Provide and install ¾" copper water piping from existing in ceiling to (2) relocated outside wall hydrants and (1) new hose bib.
- Insulation on all new water piping.
- Permits test, and inspections as required by the City of Shakopee.

Price: The total proposed price of this scope is.....\$83,203.00

Exclusions:

- Overtime work is not included in the pricing; all work is assumed to be performed during normal working hours.
- Outside Utilities.
- Roof work, roofing, and flashing.
- Wall hydrants.
- Bond, or performance bond.

Project Duration:

- Work will take one month for completion.

This proposal is firm for thirty (30) days.

Again, thank you for the opportunity to present you with this proposal. If you have any questions, I can be reached at (612) 364-1984

Respectfully submitted:

Mike Conners

Mike Conners
Project Manager
Harris Mechanical Services, LLC.

Accepted by:

Signature

7/08/2021
Date

Date

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
4. Contractor will invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. If paying with credit card, a 3% surcharge will be added to total invoice price. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, at which time the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, Customer shall accrue a late charge on the outstanding balance at the lesser of (a) 1 1/2% per month or (b) the highest rate allowed by law, compounded monthly.
5. In the event Contractor retains an attorney or commences legal action to recover any amount payable or owed to Contractor by Customer under this Agreement, Customer shall pay all of Contractor's costs in doing so, including but not limited to court costs, disbursements and attorneys' fees incurred by Contractor.
6. In the event of a breach of the terms of this Agreement by Contractor, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's

sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services provided, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise, exceed the amount of fees paid by Customer to Contractor under this Agreement.

7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

8. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR ANY CLAIMS FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY WAY CONNECTED TO SERVICE PROVIDER'S WORK UNDER THIS AGREEMENT.

9. Any legal action against Contractor by Customer relating in any way to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work performed under the Agreement.

10. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

12. Contractor's obligation under this Agreement and any subsequent contract or proposal does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

13. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

14. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

15. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. The Agreement sets forth the terms for the provision of any products or services Contractor may provide to Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.



35832 Ottawa Rd. | Le Sueur, MN 56058
[O] (507) 665-6481 | [F] (507) 665-2591
WWW.DELSCONSTRUCTIONMN.COM

Shakopee Public Utilities Expansion
255 Sarazin Street
Shakopee, MN

Del's Construction Company, Inc. is the construction manager on the above referenced project. Contracts will be between the individual prime contractor and SPU. Use the bid form provided and bid all of the items in your bid package, including all of the alternates and unit prices listed. If you have questions on what is or is not included in any of the bid packages, please contact Ben Hutton at Del's Construction. benh@delsconstructionmn.com If you have questions on the documents (plans and specs), please contact the architect. Should you require a visit to the site to review existing conditions, please contact the construction manager to schedule.

Work scope: 26.0 – Electrical
6/14/21

Refer to plans dated 06/11/21 and specifications dated 06/11/21.
All of Division 00- Procurement and Contracting Requirements
All of Division 01- General Requirements

Clarifications:

1. It is the intent for the electrical system to be design-build.
2. Include lighting in the shop area to match existing fixtures and layout.
3. Demo existing electrical components as required for the removal and re-installation of the existing precast wall panels and overhead doors.
4. Include wiring for HVAC systems.
5. Provide design and installation to meet all code requirements.
6. Include all drawing, permit and inspection costs.
7. Contractors shall include temporary facilities per section 01 50 00 for their scope of work except as follows:
 - a. Work scope 26.0 shall be responsible for temporary electric power service and temporary lighting.
 - b. Temporary toilets will be provided by the construction manager.
 - c. Dumpsters will be provided by the construction manager.
 - d. Construction fencing will be provided by the construction manager.
8. Contractors working on site will be required to follow all OSHA, SPU and Del's Construction safety requirements.
9. All contractors working on site will be required to follow all state and site specific health guidelines.
10. Contractor to include all necessary equipment, crews, over-time, multiple mobilizations and coordination with other trades as necessary to meet the requirements of the project schedule.
11. Contractor to provide all submittals as required per specifications.
12. Progress meetings are held every other week on site. Attendance at these meetings is mandatory if you are working on site or have been contacted to attend by the construction manager.

13. Foreman's meetings are held weekly on site as scheduled by Del's Construction's superintendent. Attendance by your foreman is mandatory if you are working on site.

Field Labor Hourly Rates including all fringes, taxes and insurance, with no profit and overhead:

Foreman: \$ 95.28

Journeyman: \$ 86.63

Laborer: \$

End of Work Scope.



3080 4th Ave East
Shakopee, MN 55379

Proposal: Additions to Shakopee Public Utilities

Date: 7/6/2021

Company: Del's Construction

Attn:

Introduction

This proposal for the electrical work required for the addition at Shakopee Public Utilities Commission in Shakopee, MN. This includes; new LED lighting, receptacles, garage doors, and fire alarm.

Scope of Work

- Provide demo as necessary
- Provide temporary power
- Furnish and install (25) LED highbays
- Furnish and install (4) 2 x 2 lay-in fixtures
- Furnish and install (3) outdoor LED canopy fixtures
- Furnish and install (4) LED wall packs
- Furnish and install (2) emergency lights
- Furnish and install (1) exit light
- Furnish and install (5) duplex receptacles
- Furnish and install (3) single pole switches
- Furnish and install (2) surface GFCI
- Wire (4) garage door openers
- Wire (4) radiant heaters
- Wire (1) ductless AC unit
- Provide wiring for CO detection
- Provide permit
- Provide scissor lifts

Financial Summary

Choice Electric, Inc. will provide the labor and materials described in this proposal for **\$75,050.00**

We appreciate this opportunity. Please contact me with any questions.

Jesse Thompson
Choice Electric, Inc.
952-445-2625 (office)
612-600-5670 (cell)
952-403-9220 (fax)

A handwritten signature in blue ink, appearing to read "Jesse Thompson".

Jesse Thompson
Vice President