



STAFF REPORT

DATE: July 5, 2022

REGULAR

AGENDA ITEM: City Center-Public Works Addition Change Order-Public Works Revisions
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

At the November 3rd meeting, Council awarded bids for the new city center and public works addition. Also established at that time was Guaranteed Maximum Price (GMP) with H+U for construction costs. The GMP was \$13,402,788.

Per the city's purchasing policy:

Change Orders

Change orders may occur due to City driven changes, errors and omissions, field directives, unforeseen/hidden conditions, regulatory requirements or changes that are contractor driven. Changes that need to be made during construction need to be addressed and approved in a timely manner in order to keep the project on schedule.

- 1) For a change order less than \$100,000, which does not result in exceeding the overall project budget, the City Administrator may approve these.
- 2) At the discretion of the City Administrator, for a change order less than \$100,000, but still within the scope of the overall project budget, it may be presented to the City Council for consideration and approval.
- 3) For any change order that results in exceeding the overall project budget, and/or exceeds \$100,000 must be approved by the City Council.

ISSUE BEFORE COUNCIL:

Should Council approve the change order related to the Public Works Revisions for the City Center and Public Works Addition project?

PROPOSAL:

Attached is pricing for PR-12 Public Works Revisions which exceeds \$100,000. This PR covers two things as noted from Leo A Daly:

- 1) Revisions to the Public Works Steel Package.
 - After Addendum 3 and before Addendum 4, back in Sept/Oct of 2021, 8 columns were revised upon final QC by our Structural Engineering Consultant and approximately 27 pieces of bracing were added at the public works addition. Unfortunately, the revisions were not clouded and therefore not picked up by the Steel Contractor. Most of the additional costs listed in this PR are related to the revisions that were supposed to be included in Addendum No. 4. LEO A DALY and H+U agree with the Steel Contractor's request for

additional compensation for these revisions as it would be unlikely any contractor would have picked up on the revision without it being clouded.

- Of the approximately \$65k of additional steel material modifications, approximately \$5k of that were due to revisions made in the floor plans at the request of the City after learning of an error with the existing Public Works floor plan background which did not include an alternate that was built during the time of the original construction.

2) Revisions to the floor plan at the request of the City based upon the misalignment of the small addition in relation to the existing Public Works building. Space previously designed as storage space (less cost per square foot) was converted to more open office space, an enlargement of the conference room, and the creation of two private offices. With these revisions were increases in the amount of drywall, electrical / lighting requirements, HVAC loads, and other items that drive up the cost of the same area of construction.

FISCAL IMPACT:

With this pay request, the project remains within budget by using the contingency.

OPTION:

- 1) Approve PR-12
- 2) Don't approve PR-12

RECOMMENDATION:

“Motion to approve PR-12 for the New City Center and Public Works Addition.”

ATTACHMENTS:

- Change Order-PR-12



MEMORANDUM

DATE: May 19, 2022

TO: Kristina Handt, City of Lake Elmo

FROM: Luke Nelson, Hoffmann + Uhlhorn Construction, Inc.

SUBJECT: **Lake Elmo City Center
Proposal Request #12 – Public Works Revised Layout**

Attached for your review is the deduct cost to perform the work outlined in PR#12 to make revisions to the storm shelter.

H+U Construction finds the pricing to be an accurate reflection of work completed.

Contractor/Supplier	WS	Description		Amount
Axel Ohman	330L	Stoop Foundation, deduct block, seal existing concrete	Add	\$ 4,702.00
Axel Ohman	330M	Stoop Foundation, deduct block, seal existing concrete	Add	\$ 1,390.00
AME	510	Erect additional steel - 27 steel tubes	Add	\$ 5,958.00
CSI	512	Additonal steel (including Add.3 missing items)	Add	\$ 65,552.00
Carciofini	0790L	countertops	Add	\$ 644.00
Carciofini	0790M	Caulk window sills, window perimeter, hm frame, casework, countertops	Add	\$ 143.00
TCH	810	Changes to Doors 011, 016, 017, 014B	Add	\$ 1,357.00
Quality Overhead Door	0833L	Deduct storage shed coiling door	Deduct	\$ (2,000.00)
Quality Overhead Door	0833M	Deduct storage shed coiling door	Deduct	\$ (17,050.00)
Commercial Drywall	0920L	Revised framing	Add	\$ 15,795.00
Commercial Drywall	0920M	Revised framing	Add	\$ 8,906.00
Commercial Flooring	0965L	Additonal vinyl base	Add	\$ 300.00
Commercial Flooring	0965M	Additonal vinyl base	Add	\$ 275.00
SCR	2300L	Add GRDs, Controls, ductwork, & refrigeration	Add	\$ 4,829.00
SCR	2300M	Add GRDs, Controls, ductwork, & refrigeration	Add	\$ 10,061.00
Vinco	2600L	Changes to fire alarm and electrical layout changes	Add	\$ 11,000.00
Vinco	2600M	Changes to fire alarm and electrical layout changes	Add	\$ 12,131.00
Ebert	3210L	Deduct bollards and asphalt paving	Deduct	\$ (978.00)
Ebert	3120M	Deduct bollards and asphalt paving	Deduct	\$ (2,179.00)

Subtotal	\$ 120,836.00
Bond Cost (.96%)	\$ 1,160.03
Subtotal	\$ 121,996.03
H+U Fee (.65%)	\$ 792.97
Total	\$ 122,789

Please, review and provide comments and/or approval.

Let me know if you have questions or need additional information.

Attachments – 34 pages

Scope of Work Description:

Below are the added costs for PR 12 (added stoop with foundation, eliminated 36 rf block, added sealing two rooms of existing concrete floor)(note that keynote 5 was added on ST205 for a concrete ramp, but this is not called out anywhere and therefore not included in this pricing)

Labor				Materials (with tax) / Equipment				Sub-Contractors		
Hours	Trade	Hourly Rate	Total	Quantity	Material	Rate	Total	Company	Task	Total
22	Laborer	\$92.20	\$ 2,028.40	18	LF formwork and stakes	\$4.00	\$ 72.00			\$ -
	Laborer Foreman	\$97.20	\$ -	3.5	CY added concrete	\$146.00	\$ 511.00			\$ -
	Bricklayer	\$100.04	\$ -	1	LS rebar	\$414.00	\$ 414.00			\$ -
-3	Bricklayer Foreman	\$106.22	\$ (318.66)	4	Gal sealer	\$110.00	\$ 440.00			\$ -
	Finisher	\$97.66	\$ -	60	SF symons forms	\$2.50	\$ 150.00			\$ -
11	Finisher Foreman	\$102.29	\$ 1,125.19	36	RF block	(\$11.00)	\$ (396.00)			\$ -
	Carpenter	\$98.98	\$ -				\$ -			\$ -
14	Carpenter Foreman	\$102.84	\$ 1,439.76				\$ -			\$ -
	49er/Operator	\$98.15	\$ -				\$ -			\$ -
	Truck Driver / Trucking	\$294.00	\$ -				\$ -			\$ -
	Supervisor	\$152.00	\$ -				\$ -			\$ -
	Time and a Half Premium	\$38.00	\$ -				\$ -			\$ -
	Double Time	\$78.00	\$ -				\$ -			\$ -
			\$ -				\$ -			\$ -
			\$ -				\$ -			\$ -
			\$ -				\$ -			\$ -
			\$ -				\$ -			\$ -
			\$ -				\$ -			\$ -
			\$ -				\$ -			\$ -
			\$ -				\$ -			\$ -
			\$ -				\$ -			\$ -
			\$ -				\$ -			\$ -
			\$ -		Sales Tax		\$ -			\$ -
			\$ -		Performance Bond for Extra		\$ 72.36			\$ -
Subtotals			\$ 4,274.69				\$ 1,263.36			\$ -
Total before overhead and profit										\$ 5,538.05
								Sub-Contracted Work	5%	\$ -
								Overhead & Profit	10%	\$ 553.81
Total Cost										
						Labor \$4,702.16	Material \$1,389.84		\$	6,092

Lucas Nelson

From: scott ameconstructioncorp.com <scott@ameconstructioncorp.com>
Sent: Monday, April 18, 2022 9:08 AM
To: Lucas Nelson
Subject: Re: [External] New PR - No.12: PR 12 - Public Works Revised Layout

Lucas

A.M.E. Construction has an add of \$5,958.00 for PR #12.

38 man hours @ \$90 per hour	\$3,420
14 hours truck & welder @ \$32 per hour	\$448
5 hours crane @ \$238 per hour	\$1,190
28 hours boom lift @ \$28 per hour	\$784
Bond @ 2%	\$116
 Total	 \$5,958

I picked up twenty-seven added tubes to install.

R.Scott Vickerman

A.M.E. Construction Corp.
Estimator / Owner
scott@ameconstructioncorp.com
Office: (952)449-8866 / Mobile (612) 919 2281



CONSTRUCTION SYSTEMS, INC.

Your Construction Steel Specialist

HU Const Co.
Gabe

April 22, 22

PROJECT: LAKE ENO

PR #12

Drawing added	\$ 3443.-
Detailing	\$ 3252.-
Steel	\$ 52323.-
Freight	\$ 575.-
Subtotal	\$ 59,593.-
10%	\$ 5959.-
Total	<div style="border: 1px solid black; padding: 5px; display: inline-block;">\$65,552.-</div>

* No Sales tax included if
Reg. ADD.

Construction Systems, Inc.

1889 County Road 90, Maple Plain, MN 55359

P: (612) 479-1717 F: (612) 479-2507

Sheet ____ of ____

Date: _____

Requested By: _____

Project: LAKE EUMO

City: _____

State: _____

Qty.	Unit	ADDS Item	Length	Weight	Labor	Cost/Mtl.
2	TS	8x8x38	20-0	1520	32	2356
2	TE	14x14	1-2	144	4	281
2	TS	9x9x38	20-0	1240	32	3496
2	TE	14x15	1-3	173	4	337
4	W	12x40	15-0	2400	11	2160
4	W	12x40	20-0	3200	11	2880
8	TE	14x18	1-6	242	16	471
13	TS	4x4x38	20-0	4550	234	7053
4	TS	4x4x38	28-0	1960	72	3038
2	TS	4x4x38	24-0	840	334	1302
4	TS	4x4x38	10-0	700	7	1085
5	W	12x26	20-0	2600	172	2340
1	W	12x36	20-0	720	32	648
24	L	4x4x38	0-9	176	16	176
188	both	3/4" TC	0-24	-	8	297
46	TE	3/8 x 6	0-6	184	424	230
54	TE	3/8 x 10	10-0	7020	154	8800
6	W	16x36	30-0	6480	122	5882
				34,740	3572	42,782
6	TS	6x6x4	15-0	1210	94	1710
6	TS	6x6x4	20-0	2280	94	2280
12	TE	1x12	1-0	489	12	489
12	TE	5/8 x 6	1-0	152	10	152
12	TS	4x4x116	10-0	1766	20	1766
5	W	12x26	16-8	2166	162	1560
1	W	12x36	16-8	600	224	432
24	L	4x4x38	0-9	176	16	176
108	both	3/4" TC	0-24	-	8	297
6	W	16x36	25-0	5400	20	3888
				14,139	1244	12,750
		Materials				30,032
		labor				19,848
		perm/perm				2443
						52,323



JOINT SEALANTS FIRESTOPPING RESTORATION TRAFFIC COATINGS EXPANSION JOINT SYSTEMS

To: H&U Construction

Date: April 21, 2022

Pricing includes labor, material, and equipment
Sales tax is included unless noted otherwise
Pricing is subject to acceptance within 60
calendar days from date of proposal

Project: Lake Elmo Public Facilities
Location: Lake Elmo, MN

Architect: Leo A Daly
Plan Date: September 10, 2021

PROPOSAL

This proposal is offered and based on the terms and conditions of the Minnesota AGC Subcontract or AIA Contract A201

With no additional terminology or riders

Section: Joint Sealants

PR#12

Base Bid Scope of Work

Bid Price: \$787.00

Labor: \$644.00(7 hours @\$92.00/HR)

Materials: \$143.00(10% Markup)

(1 case urethane sealant-misc. colors @ \$130.00/case)

Caulk additional interior window sills

Caulk additional interior window perimeter finish beads

Caulk additional hollow metal door frame perimeter

Caulk additional vertical joints between casework and wall

Caulk additional countertops to wall

Exclusions:

Exterior window perimeters

Wall expansion joints

Respectfully Submitted,

A handwritten signature in black ink that reads 'Adam Bauchle'.

Adam Bauchle
Project Manager/Estimator



**Twin
City
Hardware**

**723 Hadley Ave N
Oakdale, MN 55128
Phone 651-735-2200
Fax 651-735-1800**

Change Order Request Summary

TO: H+U Construction
5555 West 78th St, Suite A
Minneapolis, MN 55439
ATTN: Luke Nelson
Phone: 763-355-8882
Email: lnelson@hu-construction.com

DATE: 4/22/2022

TCH CONTRACT NO.: CN:106465
PROJECT NAME: Lake Elmo City Center
PROJECT LOCATION: 3880 Laverne Ave North
Lake Elmo, MN 55042

		<u>Original Contract</u> \$171,697.00						
TCH	Contractor CO#							
COR #		Amount	Status	Pend AMT	Approved AMT	Brief Description	COR Submitted Date	cERP #
#01		\$724.00	Approved		\$724.00	\$724.00	PR-01	11/24/2021
#02		\$1,320.00	Pending	\$1,320.00		\$1,320.00	ASI #06	2/15/2022
#03		\$5,028.00	Pending	\$5,028.00		\$5,028.00	ASI #07R-R	4/8/2022
#04		\$1,357.00	Pending	\$1,357.00		\$1,357.00	PR #12	4/22/2022
#05		\$0.00	Pending	\$0.00		\$0.00		Date
#06		\$0.00	Pending	\$0.00		\$0.00		Date
#07		\$0.00	Pending	\$0.00		\$0.00		Date
#08		\$0.00	Pending	\$0.00		\$0.00		Date
#09		\$0.00	Pending	\$0.00		\$0.00		Date
#10		\$0.00	Pending	\$0.00		\$0.00		Date
#11		\$0.00	Pending	\$0.00		\$0.00		Date
#12		\$0.00	Pending	\$0.00		\$0.00		Date
#13		\$0.00	Pending	\$0.00		\$0.00		Date
#14		\$0.00	Pending	\$0.00		\$0.00		Date
#15		\$0.00	Pending	\$0.00		\$0.00		Date

Original Contract Amount	\$171,697.00	Includes Tax of 0.00%
Total of All Pending COR's	\$7,705.00	
Total of ALL Approved COR's	\$724.00	
New Contract Amount with ALL Approved COR's	\$172,421.00	
New Contract Amount with All Pending/Approved COR's	\$180,126.00	

Notes and Exclusions:

This is a master summary of the change order requests for the job.

If you have any questions, please call me direct at 651.731.7146 or email at magrey@tchco.com

Respectfully submitted,

TWIN CITY HARDWARE

Marshall Agrey
Project Manager



**Twin
City
Hardware**

**723 Hadley Ave N
Oakdale, MN 55128
Phone 651-735-2200
Fax 651-735-1800**

Change Order Request #04

TO: H+U Construction
5555 West 78th St, Suite A
Minneapolis, MN 55439

ATTN: Luke Nelson
Phone: 763-355-8882

Email: lnelson@hu-construction.com

DATE: April 22, 2022

TCH CONTRACT NO.: CN:106465

PROJECT NAME: Lake Elmo City Center

PROJECT LOCATION: 3880 Laverne Ave North
Lake Elmo, MN 55042

The current lead time for product on this change order is: **xxx** working days upon written acceptance, which is required, to maintain quoted price, otherwise price and/or delivery date will be affected. The acceptance of this change order may or may not cause delays in your project timeline, depending on the type of change involved**

Proposal Request #12

ADD \$1,357.00

011 - Omit (1) HM Frame, (1) HM Door and (1) set of Group 13.1 Hardware
016 - Add (1) HM Frame, (1) HM Door and (1) set of Group 07 Hardware
017 - Add (1) HM Frame, (1) HM Door and (1) set of Group 07 Hardware
014B - Now labeled 011A - Change to a single door with modified hardware group 23

Amount This Change Order... \$1,357.00 Includes Tax of 0.00%

Notes and Exclusions:

Kindly issue us a change order in the above amount if we are to proceed with Proposal Request #12.

Alternates:

If you have any questions, please call me direct at [651.731.7146](tel:651.731.7146) or email at magrey@tchco.com

This Change Order must be signed by a representative of said company & returned to TCH via fax or email before additional material will be shipped or labor performed. This protects both parties and, in most cases, is required by the contract or your home office.

Accepted by _____
(COMPANY NAME)

Respectfully submitted,

TWIN CITY HARDWARE

Signed _____
Printed Name _____
Title _____
Date _____

By _____
Marshall Agrey
Project Manager

The person signing above acknowledges they are a certified representative of the above listed company with full authority to execute this change order. By signing this change order the above listed company agrees to payment of said Change Order per TCH's credit terms. The person also acknowledges that changes to scope may delay delivery dates as lead times vary based on product availability. All order information, as well as this Change Order Form, must be given to Twin City Hardware with enough time to adhere to lead time requirements, order entry time, shipping time, and workload. Failure to do so absolves Twin City Hardware of any additional costs incurred due to shipment delays. By accepting this correspondence of change, the person also accepts all terms noted on this form, or on any form related to this change, including form of said company accepting the change.

**All prices are confidential and are the property of TCH. Freight F.O.B. destination. Any changes to project documents may affect the price. All changes will be required to have an executed change order signed by all parties prior to any material being released to jobsite. Back charges for work performed without prior written authorization from TCH will not be accepted. This quotation is subject to change if not accepted in writing within 30 days. TCH is a material supplier, no retainage will be accepted.

**Payment Terms are net 30 days from date of invoice. Your FINANCE CHARGE is computed by a single periodic rate of 1.5% which is an ANNUAL PERCENTAGE RATE of 18% applied to your "previous balance without deducting current payments and/or credits appearing on the face of the statement." Buyer expressly agrees to pay all of Seller's costs, expenses, and attorneys' fees incurred for enforcement of collection of any amount due Seller under this agreement. Venue is Washington County, MN.

RAYNOR
garage doors



128 35TH STREET SE
ROCHESTER, MN 55904
507-281-2772
507-281-2430 fax

To H & U CONSTRUCTION ATTN: LUKE Date 5/16/2022
Address _____ Phone _____
Project PR #12 Location: _____

We propose to furnish the following:

DELETE STORAGE SHED DOOR		
QTY 1	12' X 12' RAYNOR SERIES "DURACOIL IF" COILING DOOR INTERIOR FACE OF WALL MOUNT CHOICE OF 187 RAL COLORS 22 GAUGE EXTERIOR / 24 GAUGE INTERIOR SLAT POLYURETHANE INSULATION - 8 R VALUE 25,000 CYCLE SPRING ASSEMBLY HOOD BAFFLE & GUIDE VINYL RAYNOR SERIES "CSH 211" 1/2 HP COMMERCIAL OPERATOR SPREADER BAR - CHAIN HOIST - STANDARD THREE BUTTON STATION PHOTO SAFETY EYES - RECEIVER W/ (2) FULL CONTROL REMOTES	
	DEDUCT MATERIALS	-\$17,050.00
	DEDUCT LABOR	-\$2,000.00
	TOTAL DEDUCT	-\$19,050.00
ESTIMATE ONLY - FINAL PRICE TO BE DETERMINED WHEN ORDER IS PLACED		
ELECTRICAL WIRING IS NOT INCLUDED		
Terms: BALANCE DUE UPON COMPLETION OF OUR JOB		
Service Charge of 11/2% per month added after 30 days		

DATE INSTALLATION DESIRED	10-12 WEEKS FROM ORDER DATE	NET TOTAL
---------------------------	-----------------------------	-----------

Openings are to be prepared by others in accordance with our specifications. The above price does not include glass, glazing, painting or wiring for electric operator, unless included in the above proposal. Above proposal is made for prompt acceptance.

PLEASE SIGN AND RETURN A COPY. THANK YOU!

We accept above proposal:

BY: _____

BY: BEN PEHLING

DATE _____

SUBTOTALS	
MATERIAL	\$ 7,533.00
LABOR	\$ -
SUBCONTRACTOR	\$ 383.00
EQUIPMENT/OTHER	\$ -
SUBTOTAL	\$ 7,916.00
	\$ -
(SELF-PERFORMED) OH/P (10%)	\$ 753.30
(SUBCONTRACTOR) OH/P (5%)	\$ 19.15
	\$ -
BOND PREMIUM	\$ 217.21
PLEASE PAY THIS AMOUNT	\$ 8,905.66



**HENKEMEYER
COATINGS INC.**

PAINTING
AIR / VAPOR BARRIER
WATERPROOFING

Change Order

4/21/2022

Proposal submitted to: Commercial Drywall

Job Name: Lake Elmo City Center

Attention: Rodney Hintz

Job Location: Lake Elmo, MN

Change order includes labor, materials, furnished and installed for: PR#12

Labor and Milledge: \$848.00

Tax Exempt Materials: \$383.00 (membrane flashing, adhesive, caulk, and sundries)

Note: This change order becomes part of and in conformance with the existing contract.

We agree hereby to make changes(s) specified at this price: \$

Previous Contract Amount: \$

Revised Contract Amount: \$

Authorized Signature: _____ (Contractor) Date of Agreement: _____

Payment will be made as follows:

Accepted – The above prices and specification of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in the original contract unless otherwise stipulated.

Authorized Signature: _____ (Owner) Date of Agreement: _____

Henkemeyer Coatings

P.O Box 459 Clearwater, MN 55320

P 320.558.4447 F 320.558.4448

info@henkemeyercoatings.com

henkemeyercoatings.com



ADDITIONAL SERVICES AGREEMENT #1

April 18, 2022

Rodney Hintz
Vice President
Commercial Drywall, Inc
1550 91st Avenue NE, STE 304
Blaine, MN 55449

**Subject: Professional Services Proposal
Lake Elmo City Center
Lake Elmo, MN**

Dear Rodney,

This ASA is intended to document the structural engineering scope changes from the original agreement dated October 11th, 2021.

DESCRIPTION OF ADDITIONAL SERVICES:

1. Changes resulting from PR 12 dated 03-31-2022
 - a) AE104 – Floor Plan Public Works
-Revised plan including additional window openings in stud wall

Estimated Total hours (Engineer 3hrs, Drafting 3hr) Estimated Fee $3 \times 150 + 120 \times 3 \sim \810

Compensation for our services will be on a fixed basis: Total Additional Service Fee.....\$800

If this ASA meets with your approval, please sign and return one copy. This ASA is in addition to the agreement currently in place. It does not replace any of the Terms and Conditions previously agreed.

Commercial Drywall, INC

Accepted this _____ day of
_____, 2022.

Sincerely;
VAA, LLC

Joel Sherman, P.E. (MN)
Senior Structural Engineer

Officer

Title

Date: 4/18/2022

To: LUKE NELSON

Customer PO:

APPROVAL BY EMAIL



INTERIORS & FLOORING

940 Apollo Road, Suite 110

Eagan, MN 55121

Ph: (651) 681-8100 Fax: (651) 681-1385

Change Order Request

Job No: 115698

Request #: 1

CO #: 0

Invoice To:

H+U CONSTRUCTION

5555 WEST 78TH STREET SUITE A

MINNEAPOLIS, MN 55439

LUKE NELSON

Phone: (952) 831-5708

Project:

LAKE ELMO CITY CENTER - MATERIALS

3800 LAVERNE AVENUE NORTH

LAKE ELMO, MN 55042

GABE SCHOER

Phone: (612) 438-0258

Cell: (651) 395-0055

From:	Project Manager:	Estimator:
Richard J Battis	INGRAM, ROCHELLE	James Gunderson

Description of Change Order Request:

PR-12 INCLUDES 240 LF OF BASE AND ADHESIVE

PR-12

Total ADD \$275.00

Tax Exempt :

Total This Option : \$275.00

SALESMAN'S SIGNATURE _____

Approximate Installation Start Date: _____

CUSTOMER'S AUTHORIZATION _____

Date: 4/18/2022

To: LUKE NELSON

Customer PO:

APPROVAL BY EMAIL



INTERIORS & FLOORING

940 Apollo Road, Suite 110

Eagan, MN 55121

Ph: (651) 681-8100 Fax: (651) 681-1385

Change Order Request

Job No: 115699

Request #: 1

CO #: 0

Invoice To:

H+U CONSTRUCTION
5555 WEST 78TH STREET SUITE A
MINNEAPOLIS, MN 55439

Project:

LAKE ELMO CITY CENTER - LABOR
3800 LAVERNE AVENUE NORTH
LAKE ELMO, MN

LUKE NELSON

Phone: (952) 831-5708

From:	Project Manager:	Estimator:
Richard J Battis	INGRAM, ROCHELLE	James Gunderson

Description of Change Order Request:

PR-12 - BASE LABOR

PR-12

Total ADD \$300.00

Tax Exempt :

Total This Option : \$300.00

SALESMAN'S SIGNATURE _____

Approximate Installation Start Date: _____

CUSTOMER'S AUTHORIZATION _____



April 22, 2022

22076

**CENTRAL |
METRO DIVISION**

604 Lincoln Ave. NE
St. Cloud, MN 56304
toll free 800-827-1642
office 320-251-6861
fax 320-251-9390

NORTHERN DIVISION

7674 College Road, Ste 115
Baxter, MN 56425
office 218-828-4337
fax 218-825-4966

SOUTHERN DIVISION

2625 Highway 14 West
Rochester, MN 55901
office 507-535-7954
fax 507-424-1825

153 Chestnut St., Ste 300
Mankato, MN 56001
office 507-345-8425
fax 507-387-3208

scr-mn.com

Services

REFRIGERATION
HVAC
SERVICE
BUILDING AUTOMATION
FOOD SERVICE

H&U Construction

Attention Luke Nelson
Regarding Quotation on PR 12 for the Lake Elmo Public Facilities

PR 12 Credit for GUH-PW-1 Installation

Material for installation/venting	-\$294.69	Includes 10% mark-up
Labor	-\$1,080.00	8 hours at \$135.00/hour
Total Credit	-\$1,374.69	

PR 12 Add

Ductwork Material	\$1,099.00	Includes 10% mark-up
VRF Changes & GRDs	\$8,019.00	Includes 10% mark-up
Labor	\$2,700.00	20 hours at \$135.00/hour
Test and Balance Labor	\$220.50	Includes 5% mark-up
NRI Refrigeration Material	\$1,029.00	Includes 5% mark-up
NRI Refrigeration Labor	\$1,260.00	Includes 5% mark-up
ControLogix Material	\$89.25	Includes 5% mark-up
ControLogix Labor	\$787.50	Includes 5% mark-up
Mavo Insulation Material	\$119.00	Includes 5% mark-up
Mavo Insulation Labor	\$941.12	Includes 5% mark-up
Total Add	\$16,264.37	

Total Added Cost for PR 12 is \$14,889.68

SCR

Jesse Widmer

Jesse Widmer



To: SCR	Project: Lake Elmo City Center	Date: 4/21/2022
Attn: Jesse W	Location:	SVL Quote #: 937800VENT
Engineer: Leo A Daly	Notes: PR-12	Bid Date: 10/5/2021
Page(s): 1		Addendums:

VRF System Changes

(1) Daikin System VRV System Change per PR12: Tag: ACOU-PW-1

- Upgraded ACOU-PW-01 to 4-tons in lieu of 2-tons
- Added ACIU-PW-3 Cassette
- Upgraded sizes of ACIU-PW-1 and -2

Note: Refrigerant, piping, disconnects, and control wiring provided and installed by others.

(5) Titus GRDs Added

- Neck size change from 8" to 6"

Total net price, standard build, freight allowed.....\$ 7,290.00

Thank you,

Gareth Nelson / Dan Brobjerg

SVL, Inc.

651-481-8000

Jesse Widmer

From: Laura Johnson <mdc@mechanicaldatacorp.com>
Sent: Thursday, April 21, 2022 6:58 AM
To: Jesse Widmer
Subject: Re: Fwd: FW: Lake Elmo Public Facilities - New PR - No.12: PR 12 - Public Works Revised Layout

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,
PR -12 would be an Add of \$210.00.
Have a great day!

Laura Johnson
Office Manager
952-473-1176
Mechanical Data Corp



On April 18, 2022 8:23 AM bjohnson mechanicaldatacorp.com <bjohnson@mechanicaldatacorp.com> wrote:

----- Original Message -----

From: Jesse Widmer <Jesse.Widmer@scr-mn.com>
To: "Charlie SVL (charliev@svl.com)" <charliev@svl.com>, Gareth Nelson <GarethN@svl.com>, Barney Cooper <bcooper@contrologix.net>, "Nickel, Ted" <tnickel@mavo.com>, Troy Day <tday@mavo.com>, "bjohnson mechanicaldatacorp.com" <bjohnson@mechanicaldatacorp.com>, "josiaht@northlandrefrigmn.com" <josiaht@northlandrefrigmn.com>
Date: April 18, 2022 7:59 AM
Subject: FW: Lake Elmo Public Facilities - New PR - No.12: PR 12 - Public Works Revised Layout

Please see attached and provide pricing as the changes apply asap.

Thanks,

Jesse Widmer



Northland Refrigeration Incorporated

Project Proposal

Additional refrigerant piping material and installation labor for:

**Lake Elmo City Center
3880 Laverne Ave N
Lake Elmo, MN 55042**

Job Scope

Provide labor and materials to complete refrigerant piping for additional refrigerant piping on plan revision PR-12

Piping Installation

Installation of VRV piping and insulation to include:

- Installation of refrigerant piping
- Nitrogen purge during brazing
- Installation of piping supports
- Insulation of all refrigerant piping
- Pressure testing of refrigerant piping
- Evacuation of refrigerant piping and adding refrigerant holding charge
- 1st year warranty of workmanship and materials of installed refrigerant piping

Exclusions:

- Mechanical permits are assumed to be obtained by equipment purchasing contractor
- Concrete core drilling and roof penetrations for piping to be provided by others
- Project scope is for installation of piping only, setting and mounting of Daikin outdoor and indoor units by others
- Project scope does not include control wiring



Northland Refrigeration Incorporated

Additional Labor Cost \$1200

Additional Material Cost \$980

Northland Refrigeration Incorporated agrees to perform the work described in the attached proposal under the following provisions

1. This proposal is good for a period of 30 days from the date of the proposal.
2. The cost of any changes to the scope of work will be priced individually, and agreed to, in writing by both parties before additional work is performed.
3. We reserve the right to file a mechanics's lien at any time.
4. 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 the 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

Respectfully submitted,

By: Josiah Tiegs

Date: 4/21/22

Accepted by: _____

Title: _____

Date: _____



Environmental and Specialty Contracting Services

Change Order

Contractor: ST CLOUD REFRIGERATION

Attention: JESSE WIDMER

Project: LAKE ELMO CITY CENTER

Change Order Date: 4/20/2022

Mavo Job # 21R608

Change Order #: PR #12

Material: \$113.33

Labor: \$896.30 7.8 HOURS

Total Cost: \$1,009.63

Should you have any questions or comments, please contact me at
651-789-3811 ext 223

Sincerely,

Ted Nickel

Ted Nickel
Commerical Insulation
Mavo Systems, Inc.

4330 Centerville Road
White Bear Lake, MN 55127-3676

PH: 651-789-3800

FX: 651-789-3836

1-888-788-4378

www.mavo.com

An Affirmative Action Employer



PROPOSAL REQUEST #12-TM

To: H&U Construction
5555 West 78th Street, Suite A
Minneapolis, MN 55439

PR #: 12
ITEM(S) #: 1

Attn: Luke Nelson

Date: 5/4/2022

From: Terry Heidemann

Project: Lake Elmo City Center

ITEM #1

Scope of Change: Revise public works layout per PR #12

Labor:	110.00	X	\$100.00 /hr	=	\$11,000.00
Material:	\$12,131.00	X	1	=	\$12,131.00
Equipment:	\$0.00	X	1	=	\$0.00
Permit:	\$0.00	X	1	=	\$0.00
Misc:	\$0.00	X	1	=	\$0.00
Mark-Up (10%):	\$23,131.00	X	0.00%	=	\$0.00
Subcontractor:	\$0.00	X	0	=	\$0.00
Sub Mark-Up (5%):	\$0.00	X	0.00%	=	\$0.00
Tax:	\$12,131.00	X	0.00%	=	\$0.00
Bond:	\$23,131.00	X	0.00%	=	\$0.00
TOTAL:				=	\$23,131.00

Total Add:

\$23,131.00

Terry Heidemann

5/4/2022

Terry Heidemann
Commercial Department Manager
Venco Inc.

Date

This PR is valid for (30) days from the date of issue. If this PR is not approved within (30) days Venco reserves the right to revise the pricing as necessary.

Job Name: Lake Elmo PR #12
 Job Number: 434
 Extension Name: Summary #1

Item #	Item Name	Quantity	Price 1	U	Vendor_A	U	Vendor_B	U	Ext Price 1	Bid Lbr	U	Bid Lbr Ext	CCode	Extended Price	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Combined									\$6,586.00			83.08		\$8,705.83	100%	100%
CCode: <none>									\$356.24			9.48		\$356.24	4.09%	11.41%
67,319	SMALL CEILING ANCHOR	24.00	\$0.26		\$0.00		\$0.00		\$6.24	0.02		0.48		\$6.24		
67,607	FLOOR BOX 2-GANG	1.00	\$350.00		\$0.00		\$0.00		\$350.00	2.50		2.50		\$350.00		
67,646	WALL PACK FIXTURE	1.00	\$0.00	Q	\$0.00		\$0.00		\$0.00	0.50		0.50		\$0.00		
67,659	2X2 LAY-IN FIXTURE	12.00	\$0.00	Q	\$0.00		\$0.00		\$0.00	0.50		6.00		\$0.00		
CCode: <undefined>									\$5,865.76			18.84		\$5,865.76	67.38%	22.68%
67,311	PROJECT MANAGE TIME (1) HR	1.00	\$0.00		\$0.00		\$0.00		\$0.00	1.00		1.00		\$0.00		
67,313	MISC CEILING TIME (1) HR	1.00	\$0.00		\$0.00		\$0.00		\$0.00	1.00		1.00		\$0.00		
67,320	FIXTURE TIE WIRE PER FT	120.00	\$0.04		\$0.00		\$0.00		\$4.80	0.00		1.00		\$4.80		
67,321	TYWRAP	12.00	\$0.07		\$0.00		\$0.00		\$0.84	0.02		0.24		\$0.84		
67,336	PLASTIC ANCHOR/SCREW	100.00	\$0.21		\$0.00		\$0.00		\$21.00	0.02		2.00		\$21.00		
67,340	SMALL EQUIP CONN	1.00	\$5.00		\$0.00		\$0.00		\$5.00	0.25		0.25		\$5.00		
67,347	PULL LINE PER FT	100.00	\$0.02		\$0.00		\$0.00		\$2.00	0.00		0.25		\$2.00		
67,368	CUT/PATCH CONCRETE	15.00	\$50.00		\$0.00		\$0.00		\$750.00	0.10		1.50		\$750.00		
67,370	FIRE STOPPING	1.00	\$25.00		\$0.00		\$0.00		\$25.00	0.50		0.50		\$25.00		
67,371	CUTTING/PATCHING	1.00	\$20.00		\$0.00		\$0.00		\$20.00	0.50		0.50		\$20.00		
67,382	30A DISC SWITCH	1.00	\$89.00	E	\$0.00		\$0.00		\$89.00	0.50		0.50		\$89.00		
67,455	FIXTURE WHIP	12.00	\$9.76		\$0.00		\$0.00		\$117.12	0.10		1.20		\$117.12		
67,881	EM/EX FIXTURE	3.00	\$0.00	Q	\$0.00		\$0.00		\$0.00	0.50		1.50		\$0.00		
67,942	20/1 CIRCUIT BREAKER	11.00	\$30.38	E	\$0.00		\$0.00		\$334.18	0.10		1.10		\$334.18		
68,274	NEMA 00 MOTOR STARTER	1.00	\$256.00	E	\$0.00		\$0.00		\$256.00	2.00		2.00		\$256.00		
68,298	MISC REWIRE	1.00	\$25.00		\$0.00		\$0.00		\$25.00	4.00		4.00		\$25.00		
68,378	20/2 CIRCUIT BREAKER	2.00	\$69.86	E	\$0.00		\$0.00		\$139.72	0.15		0.30		\$139.72		
68,409	LIGHTING QOUTE	1.00	\$4,076.10		\$0.00		\$0.00		\$4,076.10	0.00		0.00		\$4,076.10		
CCode: Branch Rough									\$0.00			18.70		\$844.68	9.7%	22.5%
1,461	3/4 EMT	385.00	\$0.00	C	\$150.24	C	\$133.11	C	\$0.00	2.30	C	8.85	cb	\$578.42		
1,566	3/4 EMT CONN S/S	29.00	\$0.00	C	\$24.36	C	\$28.23	C	\$0.00	6.00	C	1.74	cb	\$7.06		
1,638	3/4 EMT COUP S/S	28.00	\$0.00	C	\$70.57	C	\$34.44	C	\$0.00	6.00	C	1.68	cb	\$9.64		
1,799	3/4 EMT 1 HOLE STP/STL	39.00	\$0.00	C	\$21.84	C	\$16.76	C	\$0.00	2.75	C	1.07	cb	\$6.54		
2,049	3/4 GRC COUPLING	2.00	\$0.00	C	\$3.14	E	\$271.92	C	\$0.00	6.00	C	0.12	cb	\$5.44		
7,368	3/4 PVC 40	40.00	\$0.00	C	\$146.72	C	\$0.00		\$0.00	2.50	C	1.00	cb	\$58.69		
7,405	3/4 PVC 40 90 ELBOW	2.00	\$0.00	E	\$79.99	C	\$86.10	C	\$0.00	0.08	E	0.16	cb	\$1.72		
7,836	3/4 PVC MALE TERM	4.00	\$0.00	C	\$37.56	C	\$50.53	C	\$0.00	6.00	C	0.24	cb	\$1.50		
7,862	3/4 PVC COUPLING	4.00	\$0.00	C	\$19.69	C	\$24.73	C	\$0.00	3.00	C	0.12	cb	\$0.79		
8,059	3/4 FLEX STEEL	5.00	\$0.00	C	\$132.24	C	\$118.94	C	\$0.00	4.00	C	0.20	cb	\$6.61		
8,087	3/4 FLEX SQZ CONN DIE CAST	1.00	\$0.00	C	\$155.37	C	\$382.43	C	\$0.00	8.00	C	0.08	cb	\$1.55		
8,136	3/4 FLEX 90 CLAMP DIE CAST CONN	1.00	\$0.00	C	\$381.93	C	\$793.57	C	\$0.00	10.00	C	0.10	cb	\$3.82		
23,506	4/S BOX 2-1/8" DEEP	19.00	\$0.00	C	\$261.21	C	\$279.45	C	\$0.00	10.00	C	1.90	cb	\$53.10		
23,522	4/S BLANK COVER	19.00	\$0.00	C	\$42.60	C	\$44.00	C	\$0.00	5.00	C	0.95	cb	\$8.09		
23,588	4/O BX BOX W/BRKT	4.00	\$0.00	C	\$0.00		#####	C	\$0.00	12.00	C	0.48	cb	\$101.69		

Job Name: Lake Elmo PR #12
 Job Number: 434
 Extension Name: Summary #1

Item #	Item Name	Quantity	Price 1	U	Vendor_A	U	Vendor_B	U	Ext Price 1	Bid Lbr	U	Bid Lbr Ext	CCode	Extended Price	% of Extended Price	% of Extended Hours
CCode: Feeder Rough																
1,465	2 EMT	100.00	\$0.00	C	\$542.19 C		\$599.46 C		\$0.00	5.00	C	5.00	cf	\$599.46	7.71%	10.19%
1,642	2 EMT COUP S/S	19.00	\$0.00	C	\$477.87 C		\$283.41 C		\$0.00	15.00	C	2.85	cf	\$53.85		
1,803	2 EMT 1 HOLE STP/STL	13.00	\$0.00	C	\$75.95 C		\$80.59 C		\$0.00	4.00	C	0.52	cf	\$9.87		
4,315	2 BUSH PLASTIC	2.00	\$0.00	C	\$452.04 C		\$408.51 C		\$0.00	5.00	C	0.10	cf	\$8.17		
CCode: Hangers/Anchors																
5,258	1/4-20 X 3/4 CAP SCREW	8.00	\$0.00	C	\$6.66 C		\$11.98 C		\$0.00	0.01	E	0.08	ch	\$0.53	0.37%	2.72%
5,462	1/4 FLAT STEEL WASHER	8.00	\$0.00	C	\$4.23 C		\$5.17 C		\$0.00	0.01	E	0.08	ch	\$0.34		
5,515	1/4" MACHINE SCR W ANCH	8.00	\$0.00	C	\$0.00		\$100.38 C		\$0.00	5.00	C	0.40	ch	\$8.03		
7,023	1/4-20 APP BEAM CLAMP	17.00	\$0.00	C	\$163.34 C		\$139.44 C		\$0.00	10.00	C	1.70	ch	\$23.70		
CCode: Trim Devices/Plates																
23,003	WALL MOUNT SENSOR DUAL TECH	2.00	\$125.00	E	\$0.00		\$0.00		\$250.00	0.25	E	0.50	dt	\$250.00	2.87%	0.6%
CCode: Communication/Signal																
26,361	FACP UP TO 8 ZONE HARDWIRED	1.00	\$0.00	Q	\$0.00		\$0.00		\$114.00	8.00	E	8.00	mc	\$0.00	1.31%	12.64%
26,407	FA HORN/STROBE	1.00	\$0.00	Q	\$0.00		\$0.00		\$0.00	1.00	E	1.00	mc	\$0.00		
26,429	14/2 RED FIRE ALARM CABLE	200.00	\$0.57	E	\$0.00		\$0.00		\$114.00	7.50	M	1.50	mc	\$114.00		
CCode: Lugs/Termination/Ground																
8,993	IDEAL 451 YELLOW WIRE NUT	99.00	\$0.00	M	\$201.85 M		\$198.85 M		\$0.00	25.00	M	2.47	sl	\$19.69	0.23%	2.98%
CCode: Switchgear/Meter																
67,307	MISC PANEL TIME (1) HR	3.00	\$0.00		\$0.00		\$0.00		\$0.00	1.00	E	3.00	ss	\$0.00	0%	3.61%
CCode: Branch Wire																
11	12 THHN CU STRANDED	2,215.00	\$0.00	M	\$248.99 M		\$0.00		\$0.00	4.00	M	8.86	wb	\$551.51	6.33%	10.66%
									\$6,586.00			83.08		\$8,705.83		



May 2nd 2022

Proposal and Contract

Terry Heidemann Vinco

From: Ed Studer Summit Companies 575 Minnehaha Ave. W. St. Paul, MN 55103

Subject: Lake Elmo City Center PR #12

SECTION 28 46 21.11 Addressable Fire-Alarm Systems - Includes all addendums.

Fire Alarm Scope of work details: Parts and Smarts.

- Fire alarm system parts based on plans FA 103.

Material parts List:

(1) Notifier Fire Alarm Control Panel.

(1) Horn strobe.

Total Price \$1,788.00

NOT INCLUDED- Labor for Fire Alarm installation. back box's and associated hardware. FA permits, The 120vac (FA panel power, FA amps and FA NAC's or fan/damper control), phone lines, Conduit installed by EC or others, sleeves by EC or others. Ceiling Tiles. Repairs or service to old fire alarm system. Vertical riser by EC or others. Patch Paint. Core drilling or ex-rays by others. Duct detector connections to HVAC by mech. Damper and HVAC power and controls by others. Any Additions required by AHJ. All labor to be done during normal business hours. Any devices not listed in the material parts list or on FA design plans.

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner within 30 days. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner, due to the volatility in the steel market. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

Parties: Summit Companies is a d/b/a of Minnesota Conway, a Minnesota corporation.

SUMMIT COMPANIES:

Ed Studer

Sales Representative
Summit Companies
Phone: (651) 373-2604

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By:

Signature

Print Name

Date

SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and

charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.

4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price
5. **Unavoidable Delays.** To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.
6. **Access.** Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
8. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
 - (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.
 - (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."
9. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Owner agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit.
10. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.
11. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
12. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.



ELECTRO WATCHMAN, INC.

FIRE & SECURITY SYSTEMS • SINCE 1921

QUOTE

JSKRQ2864

Created: 05/04/22

Expires: 07/03/22

1 Water St West, Suite 110, St Paul, Minnesota 55107

T. 651-227-8461 F. 651-310-1296

Prepared For:

Vinco, Inc - City of Lake Elmo Project
18995 Forest Blvd N
Forest Lake MN 55025

Terry Heidemann
(651) 379-0728
T.Heidemann@vinco-inc.com

Prepared By:

John Jantzer
Vice President
651-310-1257
jjantzer@electrowatchman.com

Project Scope:

Add access control reader to City of Lake Elmo project based on request of PR# 12.

Qty	Description	Unit Price	Ext. Price
1	PR# 12 - Add Access Control Card Reader to Public Works Building (DR - 011B): <ul style="list-style-type: none">• (1) LENEL S2 ACCESS CONTROL APPLICATION BLADE - 2 OSDP OR WIEGAND READERS, 4 INPUTS AND 4 OUTPUTS• (1) PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY• (1) CARD READERS - SIGNO 40, MULTICLASS /MOBILE SINGLE GANG BLACK, OSDP, PIGTAIL• (1) RECESSED DOOR CONTACTS• CABLE - 22/3PAIR OAS CMP - TWISTED PAIRS, LOW IMPEDENCE• CABLE - 22/6 OAS CMP• CABLE - 18/2 CMP• MISC MATERIALS• INSTALLATION LABOR		\$2,208.21

Additional Notes:

A one year warranty applies to Electro Watchman installed equipment and workmanship. No warranty on existing cabling or equipment installed by others.

50% down-payment due upon acceptance. Remaining 50% and applicable sales tax due at completion.

Installation includes equipment, installation labor, cabling, system setup and training.

Subject to AHJ approval.

Owner responsible for data network ip addresses, wired routing & switch ports, equipment and internet service as required.

Installation to be conducted during normal business hours.

Due to global supply chain instability, product pricing and availability is subject to change without notice.

Grand Total	\$2,208.21
Deposit Required	\$1,104.11



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal

To: Luke Nelson
H & U Construction
5555 West 78th Street
Suite A
Minneapolis, MN 55439
Ph: (952)831-5408

Number: 2
Date: 4/21/22
Job: 6517 Lake Elmo CC & PW Asph Pave L
Phone:

Description: PR #12

Proposed are the following changes:

Deduct bollards = 2 hours @ \$98/hr = <\$196.00>

Deduct asphalt paving = <\$782.43>

The total amount to provide this work is \$-978.43
(Please refer to attached sheet for details.)

If you have any questions, please contact me at 763-498-7844.

Pricing subject to review/change if not approved within 14 days of receipt.

Submitted by: David Swanson, Project Manager
Ebert Constuction

Approved by: _____
Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal 2 Price Breakdown Continuation Sheet

Description: PR #12

Description	Labor	Material	Equipment	Subcontract	Other	Price
Concrete Paving	\$-196.00					\$-196.00
Asphalt Paving				\$-782.43		\$-782.43
Subtotal:						\$-978.43
Total:						\$-978.43

David Swanson

From: John Anderson <JohnA@nwasphalt.net>
Sent: Thursday, April 21, 2022 12:39 PM
To: David Swanson
Subject: RE: New PR - No.12: PR 12 - Public Works Revised Layout

Hi David,

The HD paving on this project is bid at 17.37 per SY (mix and tack only). I take off 165 SY at the Ideal Ave. site: 165 x 17.37 = <2866.05>.

M = 2083.62
L = 782.43

Thank you,

John Anderson
E-mail johna@nwasphalt.net
Cell : 952 292 8458

From: David Swanson <dswanson@ebertconst.com>
Sent: Wednesday, April 20, 2022 11:36 AM
To: John Anderson <JohnA@nwasphalt.net>
Subject: FW: New PR - No.12: PR 12 - Public Works Revised Layout

John,

Please see below link to PR #12. Looks like they are taking away all the asphalt at the second site.

Thank you,



David Swanson | Project Manager Concrete/Masonry | 📞 Cell: 763-614-7835
23350 County Road 10, Corcoran, MN 55357 | 📞 Phone: 763-498-7844 | 📠 Fax: 763-498-9951 | 🌐 Web www.ebertconst.com

From: Luke Nelson (H+U Construction) <HU@procoretech.com>
Sent: Friday, April 15, 2022 3:48 PM
To: David Swanson <dswanson@ebertconst.com>
Subject: New PR - No.12: PR 12 - Public Works Revised Layout

Lake Elmo Public Facilities

More details: [View online](#) ☐ [View PDF](#)



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal

To: Luke Nelson
H & U Construction
5555 West 78th Street
Suite A
Minneapolis, MN 55439
Ph: (952)831-5408

Number: 2
Date: 4/21/22
Job: 6518 Lake Elmo CC & PW Asph Pave M
Phone:

Description: PR #12

Proposed are the following changes:

Deduct Bollards = <\$95.02>
Deduct asphalt paving = <\$2083.62>

The total amount to provide this work is \$-2,178.64
(Please refer to attached sheet for details.)

If you have any questions, please contact me at 763-498-7844.

Pricing subject to review/change if not approved within 14 days of receipt.

Submitted by: David Swanson, Project Manager
Ebert Constuction

Approved by: _____
Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal 2 Price Breakdown Continuation Sheet

Description: PR #12

Description	Labor	Material	Equipment	Subcontract	Other	Price
Concrete Paving		\$-95.02				\$-95.02
Asphalt Paving				\$-2,083.62		\$-2,083.62
Subtotal:						\$-2,178.64
Total:						\$-2,178.64

David Swanson

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