

3728 Bemidji Ave N.
Suite 300
Bemidji, MN 56601
P: (218) 751-4502
F: (218) 444-4502



2471 Galpin Court
Suite 114
Chanhassen, MN 55317
P: (952) 855-4830
F: (952) 855-4834

Change Request

Date: 10/9/2024
Project Name: Northhome Boiler and IAQ Upgrade
Project Location: Northhome MN
PSM Project Number: CC2423
Change Request #: 1
CR Submitted to: Northhome School

Description: Time and Material to add 18,000 gallon propane tank & vaporizer with gas piping to the building.

A. Labor	Hours	Rate/HR	
Plumbing Labor	0	\$115.00	\$0.00
Plumbing Labor Deduct	0	-\$115.00	\$0.00
Pipefitter Labor	80	\$115.00	\$9,200.00
Pipefitter Labor Deduct	0	-\$115.00	\$0.00
Ductwork Labor	0	\$112.00	\$0.00
Ductwork Labor Deduct	0	-\$112.00	\$0.00
Fabrication Labor	0	\$112.00	\$0.00
Fabrication Labor Deduct	0	-\$112.00	\$0.00
Insulation Labor	0	\$114.00	\$0.00
Insulation Labor Deduct	0	-\$114.00	\$0.00
Controls / Service / Refrigeration Labor	0	\$115.00	\$0.00
Controls / Service / Refrigeration Labor Deduct	0	-\$115.00	\$0.00
Shipping	0	\$70.00	\$0.00
Detailing	2.20	\$115.00	\$253.00
Commissioning	1.40	\$115.00	\$161.00
Engineering	0	\$130.00	\$0.00
Labor Subtotal			\$9,614.00

B. Material	
PE Gas piping	\$1,360.00
Misc Piping Material	\$250.00
Misc Materials	\$250.00

Safety Consumables		\$40.00
Lift/Forklift/Excavator Rental	\$850.00 Month	\$392.61
Material Subtotal		\$2,292.61

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C. Subcontractors

Westmore - Propane tank	\$215,883.00
Crete & Co - Concrete work	\$22,865.00
Electrical - Bessler	\$23,957.00
Keller - Fence	\$11,409.60
Full Bore - Directional boring	\$3,324.00
Subcontractor Subtotal	\$277,438.60

A: Labor Total		\$9,614.00
B: Material Total		\$2,292.61
C: Subcontractor Total		\$277,438.60
Material Tax Total	8.510%	\$195.10
Labor & Material Overhead Total	5.0%	\$605.09
Labor & Material Profit Total	5.0%	\$605.09
Sub Profit Total	10.0%	\$27,743.86
Sourcewell fee	7.5%	\$23,887.08

Change Request Total: \$342,381

Labor Total: \$315,758

Material Total: \$26,624

Delivery Lead Time:	0	Days
Additional Work:	5	Days
Total Additional Time	5	Days

Exclusions/Notes:

This change request pricing is good for 10 after the date listed above. The pricing above is interpreted from a proposal request by the appropriate consultant, any misinterpretation error's, or omissions of the proposal request is not the responsibility of Peterson Sheet Metal and will require an additional change request to correct its issue. Any non-consultant written change is an interpretation by Peterson Sheet Metal and is viewed as a contractor and not a licensed design professional, Peterson Sheet Metal is not to be held liable for any damages due to this design change. Work will not be started until an appropriate change order is issued or a signature is given below.

Authorized by: _____ **Title:** _____ **Date:** _____



Westmor Fluid Solutions
14044 West Freeway Drive, Columbus MN 55038
800-835-6074

July 8, 2024

Jaime Quello
Peterson Sheet Metal
3728 Bemidji Ave North
Bemidji MN 56601

Mobile 218-556-3545
Office 218-751-4502
jaimeq@psmhvac.com

Subject: ISD #363 Northome MN, Propane Service, Heating System Equipment Upgrade

Westmor Fluid Solutions is pleased to offer the pricing for the propane vapor system and storage to be located in Northome, MN. Our pricing will include all labor, material and 3rd party sub-contractors as listed in the following scope of work.

Bid Documents:

Email, Customer Request

Location: ISD #363 Northome MN

Permitting: Peterson Sheet Metal is to submit all required permits for the project with the aid of Westmor Fluid Solutions (WFS).

Installation: The propane vapor system will be designed, engineered and installed per NFPA 58 2017 Edition Liquefied Petroleum Gas Code latest edition, and meet all required city and state codes and regulations.

Gas Load: The equipment will be sized for an estimated load of 10.0 MML BTU HR.

1. New Propane Service Piping and Equipment, Facility estimated Load 10.0 MM BTU HR (Undiluted Propane).

- a. Storage: One (1) reconditioned 18,000-Gallon horizontal ASME vessel with U1A documentation, suitable for propane service. Estimated 109" OD x 40' OAL. Tank will be blasted, primed and topcoat white with delivery to Northome MN.
Note: Refurbished tank is available at this time.
- b. Storage Option 1: One (1) New 18,000 gallon horizontal ASME vessel with U1A documentation, suitable for propane service. Estimated 109" OD x 40' OAL. Tank will be blasted, primed and topcoat white with delivery to Northome MN.
- c. Storage Option #2: One (1) New 12,000 gallon horizontal ASME vessel with U1A documentation, suitable for propane service. Estimated 84" OD x 45' OAL. Tank will be blasted, primed and topcoat white with delivery to Northome MN.
Note: New storage tanks delivery timeline is dependent on immediate purchase order.
- d. Piers: Supply and install one set (2) precast concrete piers with 120-degree radius, this price to include delivery of the precast piers to Northome MN.
- e. WFS to supply labor and equipment to offload and set the piers and tank in place.

2. Tank Trim Proper

- a. Tank Valves and Instrumentation: The tank will be supplied with the required relief valves, mechanical, liquid level gauge, thermometer, 85% outage, pneumatic operated internal valves, and positive shut off 1/4 turn ball valves, liquid and vapor service to the piping system.

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3. Tank Fill / Truck Offload

- a. Tank Fill Bulkhead: Supply one truck offload bulkhead installed an estimated 20' from storage tank.
- b. Bulkhead constructed with structural steel with 2" and 1 1/4" service pipe connections. 8" channel crossmember, 4" WFB vertical supports, 36" OAW x 7' OAL. The bulkhead will require one 6' x 6' x 4' concrete foundation with two 6" Bollards. Foundation concrete elevation poured to existing grade.
- c. The bulkhead will be assembled with positive shut-off valves, cable operated ESV valve, sight flow check valve, pull away protection and liquid and vapor ACME connection fittings.
- d. Liquid Transfer: 2" x 2" liquid service piping, bulkhead to storage tank.
- e. Vapor Equalization: 2" x 1 1/4" vapor equalization service piping, bulkhead to storage tank.

4. Vaporizer and Equipment

- a. Vaporizer: Supply and install one Algas TX 240 electric vaporizer, 120 GPH capacity, 10.9 MML BTU HR.
- b. Vaporizer Electrical Classification: The vaporizer is designed for hazardous location service. Class 1 Division 1 Group D.
- c. Electrical Service Options: The vaporizer to be supplied with the following electrical service. 3 Phase 440/480 Volt, 43 AMP.
- d. Supply and install one base mounted impeller style LP pump with a 2 HP explosion proof motor. 220 Volt, single phase EXP motor with manual stop/start switch. Flow Rate 15 GPM at 50 PSI differential pressure.
- e. Pump Pressure Switch: One explosion proof service pressure switch, Class I Div 1. The pressure switch will provide the pump motor with an auto stop/start. The pressure switch to be set at an ambient product temperature of 20 degrees F with the propane product pressure of 47 PSI.
- f. The vaporizer and pump will be located at the valve end of the tank. The vaporizer and pump will require one 4' x 6' x 1' concrete foundation. Foundation to be installed an estimated 2' from the tank.
- g. Liquid Inlet Piping to the Vaporizer: Supply and install 2" x 1" piping from the tank, to pump, to vaporizer. The piping will be assembled with positive shut off valves, flex connectors, check valves, bypass valves, hydrostatic relief valves and pressure gauges. Piping will be assembled with a loop service line around the pump to the vaporizer inlet piping.
- h. Pump Bypass Piping: The pump bypass piping will be assembled with one primary backpressure regulating valve and one secondary bypass valve. The 1" pump bypass piping will tie into the 2" tank fill piping.

5. Regulator System

- a. Primary Service: The vaporizer will be assembled with a 2" regulator with a delivery pressure of 10 to 15 PSI at a minimum inlet pressure of 20 PSI 29 MM BTU HR @ 20 PSI. Primary 1st Cut Regulator Set Pressure 10 to 11 PSI.
- b. Secondary Service: Supply and install a 2" regulator at the top of the tank. The regulator assembly will supply vapor service to the heating system if the electric vaporizer is not in use or out of service. Regulator delivery pressure of 10 to 15 PSI at a minimum inlet pressure of 20 PSI 29 MM BTU HR @ 20 PSI. Secondary 1st cut regulator set pressure 8 to 9 PSI.
- c. Vapor Service Piping: Supply and install 2" manifold piping from the vaporizer 1st cut regulator and the tank vapor bypass regulator piping to the PSM supplied service. Estimated 40' 2" piping.
- d. Maintenance Flare Connection: Install one 1" ball valve and plug to the 2" vapor manifold piping prior to the 3" UG service valve. The 1" valve will be used for a portable flare to verify the operation of the vaporizer and operation of the two regulators at start up and for annual maintenance.

6. Second Cut Regulator

- a. Supply and install one 2" second cut regulator assembly at the building location. The regulator assembly will be installed to the PSM supplied 3" underground service.

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7. ESV System

- a. Supply and install new cables and ESV signpost to the existing tank internal valves and new bulkhead ESV valve. The new cable ESV signpost will be set in a concrete foundation at an estimated 20' from the tank, best location.
- b. Pneumatic ESV Option: Supply and install stainless steel tubing, fittings, ESV's, and internal valves.

8. Pipe Supports

- a. The project is quoted with six T-style pipe supports. 3" carbon steel beam with 2" and 1 1/4" I-Rod U-Bolt system.
- b. WFS to supply six 3/8" x 6" x 6" steel base plates with J-hook assemblies. Final foundation location by WFS.
- c. Pipe Support Sonotube Concrete Foundations. PSM to install six 12" x 4' Sonotube concrete foundations. WFS to provide final Sonotube locations.

9. Painting

- a. The new piping will be painted white with the required decals installed: storage tank, liquid, vapor, directional arrows.

10. Testing and Start Up

- a. Perform pressure and leakage test to the new tank and machinal piping with documentation. Test pressure, 110 PSI air.
- b. Electrical: Verify the new electrical services to the pump and vaporizer. PSM to provide electrician.
- c. Place in Service: Purge the new tank and mechanical piping with propane vapor 80 PSI. Introduce liquid propane to the pump and vaporizer. Perform final leakage and soap test to the new mechanical piping with documentation.
- d. Flow test the pump. Verify operation of the bypass valves. Set bypass valves to correct differential pressures.
- e. Vaporizer: Turn the vaporizer on, perform controlled burn and verify the operation of the vaporizer and 1st cut regulators.
- f. Set the Primary Service Regulator to 10 to 11 LBS. Set the secondary service regulator to 8 to 9 PSI.
Note: Second cut regulator located at the building to be set at 2 PSI by PSM.
- g. Supply onsite labor when the new vapor service system is turned on to the building. Verify operation of the vaporizer and regulators.

11. Material

- a. Pipe S/40 S/80 A106, flanges ANSI A105, weld fittings ASTM A243, studs B7, gaskets ASME – B16.
- b. Vaporizer and regulators per approval of drawings and submittals.

12. Welding

- a. Per ASME B31.3 Welder qualifications (WPS484) will be supplied as required upon receipt of purchase order.

13. Exclusions

- a. Bulkhead Foundation: 6' x 6' x 4'
- b. Vaporizer and Pump Foundation: 6' x 4' x 12"
- c. Six 12" x 5' Sonotube concrete pipe support foundations, no steel required.
- d. Security fence and crash protection.
- e. Owner to supply required propane, estimated 4,000 gallons.
- f. Electrical: 2 HP Motor, 220 Volt, single phase EXP motor.
- g. Electrical: Vaporizer. 3 Phase 440/480 Volt, 43 AMP
- h. Vaporizer Operation Light: The electric vaporizer is supplied with an on/off switch. No operation light. WFS recommends one operation light to be located at the equipment location, best color to indicate the vaporizer is on and operating.



14. Material Lead Time Estimates: To be verified upon receipt of PO

- | | |
|---|-----------|
| a. Pipe, Valves and Fittings..... | 1-2 Weeks |
| b. Refurbished 18,000-Gallon ASME Vessel..... | 1 Week |
| c. New 18,000-Gallon ASME Vessel..... | 20 Weeks |
| d. New 12,000-Gallon ASME Vessel..... | 20 Weeks |
| e. Tank Piers..... | 2 Weeks |
| f. Vaporizer..... | 2-3 Weeks |
| g. Pump..... | 1-2 Weeks |
| h. Pressure Regulators..... | 2-3 Weeks |

15. Project Schedule – TBD

- | | |
|---|-----------|
| a. Shop Prefabrication, Painting..... | 2 Weeks |
| b. Onsite Equipment Set, Mechanical, and Testing..... | 1.5 Weeks |
| c. Project Estimated Completion Date..... | TBD |

16. Project Cost Breakdown:

- | | |
|---|----------------------|
| a. Labor..... | \$ 42,775.00 |
| b. Material..... | \$ 155,487.00 |
| c. 3 rd Party Sub Contractors..... | \$ 17,625.00 |
| d. Project Total Cost..... | \$ 215,883.00 |
| | |
| e. New 18,000-Gallon Storage Option 1 Add..... | \$ 15,294.00 |
| f. New 12,000-Gallon Storage Option 2 Deduct..... | \$ (4,118.00) |
| g. Pneumatic ESV Option Add..... | \$ 8,511.00 |

Accepted By: _____

Signature: _____

Date _____

Purchase Order: _____

JAIME QUELLS
7/22/24
Northome Baln

Respectfully Submitted,

Troy Case
Sales, Terminal Modifications
Westmor Fluid Solutions
Mobile: 651-319-7835
troy.case@westmor-ind.com

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Standard Terms & Conditions

Confidentiality: This quotation is strictly confidential to and solely for Peterson Sheet Metal. It is not to be reproduced or circulated without Westmor Fluid Solutions written consent.

Total Cost: The total cost dollar value reflects the quote as listed above.

Change Orders: A change order will be required for additional equipment/work that is not listed in the quoted project scope of work.

Payment Terms: 30% down payment for amounts above \$ 10,000.00 or special order materials upon receipt of purchase order. For projects with a duration greater than 30 days, a progress billing schedule will be established, net 30.

Taxes: This price does not include applicable taxes.

Schedule: Schedule to be verified and agreed upon with customer prior to issuance of purchase order.

Shipping: This price includes delivery of materials to Northome, MN.

Drawings: Drawings and submittals will be supplied as required after receipt of purchase order.

Manuals: This quote does not include any operation or maintenance manuals.

Pricing: Due to the volatility of supply chain pricing and material lead times, this quote pricing is subject to change without notice and will be verified upon customer's intent to issue a purchase order.

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WESTMOR FLUID SOLUTIONS, LLC TERMS AND CONDITIONS

1. OFFER AND ACCEPTANCE. Westmor Fluid Solutions, LLC ("Seller") acceptance of Buyer's order to purchase products is expressly made conditional on assent to these Terms and Conditions, which along with the Sales Order/Quote constitute a binding "Contract" between the parties. This Contract constitutes the complete and final agreement between Seller and Buyer for the products. Any additional or different terms or conditions contained in any document furnished by Buyer, including but not limited to, any purchase order or any acknowledgment, are deemed to be material and are hereby objected to and rejected by Seller. If such agreement shall be deemed an offer or counter-offer by Buyer, Seller expressly rejects such offer or counter-offer and limits acceptance to these Contract terms and expressly objects to any different or additional terms proposed by Buyer. Any actual performance by Buyer or Seller thereafter shall be deemed a renewal of the offer contained in this Contract and acceptance of this Contract without change. In the event of a conflict between the terms of this Contract and the terms of any other document, the terms of this Contract shall control. This offer to purchase Seller's products is valid for thirty (30) days from the date of the Sales Order/Quote.

2. PAYMENT TERMS. All prices specified in this Contract are FOB Seller's designated location which constitutes delivery. All risk of damage to or loss of the products from any cause whatsoever shall pass to Buyer upon delivery, even if Seller arranges for shipment of the product. Unless otherwise expressly provided, payment shall be made prior to shipment. Any discount which may be expressly provided on the reverse hereof applies to the sale price of the products at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. All payments shall be made in United States dollars. Interest will be charged at the rate of eighteen percent (18%) per annum, or the maximum interest rate allowable by applicable law, whichever is lower, on all unpaid invoices. Buyer shall pay all taxes and charges of any nature imposed by any federal, state, or local governmental authority by reason of the sale or delivery of the products whether levied or assessed against Seller, Buyer, or the products. Such applicable taxes or charges, if not included in this Contract, shall be invoiced separately. If, in Seller's opinion, reasonable doubt exists as to Buyer's financial condition, Seller may, at any time and without prejudice to any other remedies, suspend or terminate performance of any order, decline to ship, stop any material in transit, or require full or partial payment by Seller in advance.

3. DELIVERY. Any delivery or promise date indicated on the Sales Order/Quote is an estimate of the date Seller believes the products will be available for delivery, provided, however, Seller shall not be responsible for any delays in delivery.

4. WARRANTY.

a. Limited Warranty; Exclusion of Third Party Components. Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's products will not (a) fail to operate in accordance with its specifications due to defects in material or workmanship during the period which ends one (1) year from the date of delivery, normal wear and tear excluded, and (b) will not incur a failure of its structural components due to defects in material or workmanship (vessel/tank) at any time during the period which ends five (5) years from the date of delivery, normal wear and tear excluded. The foregoing periods are sometimes referred to as "original warranty periods." The foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third-Party Component").

b. DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THOSE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS COMPLY WITH ANY LAW, RULE OR REGULATION. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND SELLER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. FURTHER, SELLER MAKES NO IMPLIED WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO ITS PRODUCTS OR ANY THIRDPARTY COMPONENT AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. IN ADDITION, SELLER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, RULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.

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c. Terms and Conditions of Warranty; Voiding of Warranty; Notice Requirements. The limited warranties set forth above shall be null and void if (a) any alterations or modifications are made to a product, (b) a product is not maintained in strict compliance with the maintenance requirements set forth in the maintenance manual for such product or otherwise provided to Buyer of such product, (c) any repairs are made to a product which are not authorized by Seller in writing, (d) any failure of a product to comply with the above limited warranty is not reported to Seller in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not operated in strict compliance with the terms and conditions set forth in any operating manual for the product (including but not limited to exceeding the load bearing capacity of the product), (h) a product is abused or damaged, (i) Buyer fails to deliver the product to Seller for inspection and testing if requested by Seller or Buyer disposes of the product or any part or component on or before the sixtieth (60th) day after sending a written claim under the warranty to Seller, or (j) such failure of the limited warranty results from a failure of any Third-Party Component.

d. Course of Dealing; Course of Performance; Usage of Trade. No course of dealing or course of performance of Seller with Rev. 2-2024 respect to the products sold under this Contract or with respect to any of its products to whomever sold and no usage of trade shall be considered in interpreting this Contract or any part thereof and none of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimers or limitation of the limited warranties or disclaimers contained in this Contract. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Seller which is not set forth in this Contract shall be considered a representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.

e. Exclusive Remedies for Breach of Warranty. The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Seller by law, if any, shall, at the election of Seller, in its sole discretion, be either (a) the repair or replacement of the product or component which failed to comply with such warranty or (b) the refund of the purchase price of the product. Except as provided below, any repair or replacement shall carry the same warranty as the original product but only for the remainder of the original warranty period. Buyer's exclusive remedy with respect to any claim arising out of or as a result of Third-Party Component shall be against the third-party manufacturer.

f. Warranty Claims; Notice Requirement; Limited Time to Bring Claims. Any and all claims under the above limited warranty shall be made to Seller only in writing and not later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period with respect to which the claim is being made. Any claim under the above limited warranty made after such period for making a claim shall be null and void. After receiving written notice of the warranty claim, Seller shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Seller may require Buyer to return any product or component thereof which Buyer claims to be defective to Seller at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Seller without Seller's prior written authorization. If a product which is returned is determined by Seller in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Seller in its sole discretion to have failed to comply with the limited warranty, Seller shall pay for all repair and/or replacement costs for such product (or refund the purchase price if so elected by Seller) and Seller shall reimburse Buyer for the reasonable costs of shipping the product or component to Seller.

g. Limitation on Liability for Breach of Warranty and Other Claims. If the warranty and the remedy for any failure of any product to comply with any warranty are deemed for any reason to fail their intended purpose, Seller's liability for any failure of any product to comply with any such warranty, together with any and all other liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. In no event shall Seller be responsible or liable to Buyer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including, but not limited to, damages for loss of profits, goodwill, use of the product or any other equipment or other intangible losses which may be incurred in connection with the product regardless of the type of claim or the nature of the cause of action, even if Seller has been advised of the possibility of such damage or loss. Any and all claims that Buyer has against Seller, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.

5. INDEMNIFICATION. Buyer will indemnify and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and other representatives and defend any action brought against same with respect to any claims,

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judgments, actions, suits, demands, damages, liabilities, costs or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) associated with or arising from the ownership, use or operation of the products by Buyer or any third party, including without limitation, product liability, an international, federal or state occupational safety and health statute, or any other governmental regulations or laws.

6. TERMINATION OF PERFORMANCE. Buyer may cancel its order only with the written consent of Seller and upon terms that will indemnify Seller from any loss, damage and expense arising from such cancellation. Seller may terminate this Contract pursuant to Sections 2 and/or 11 hereof, and in such event, Seller shall have no further liability to produce or ship any products hereunder and shall have no liability for damages to Buyer or any third party.

7. TECHNICAL ADVICE. No obligation or liability shall arise out of Seller's rendering of technical advice in connection with Buyer's order of products. Any technical advice furnished, or recommendation made by Seller or any employee or representative of Seller, concerning any use or application of any products or parts furnished under this Contract is believed to be reliable, but Seller makes no warranty, express or implied, of results to be obtained. Buyer assumes all responsibility for loss or damage resulting from the handling or use of any such products or parts in accordance with such technical advice or recommendation. The selection of the products ordered, or design of any custom products, shall be Buyer's sole and ultimate responsibility, and Seller shall have no liability whatsoever for any design defects of custom products, or if the products ordered are unsuitable for Buyer's intended use. Any advice or assistance provided by Seller to Buyer in connection with Buyer's selection or design of the products is at Buyer's risk, and Seller makes no representation or warranty whatsoever in connection with such advice or assistance.

8. BUYER'S REPRESENTATIONS. Buyer represents and warrants to Seller, expressly acknowledging that Seller is relying on these representations and warranties, that: (i) all information supplied by Buyer to Seller in any financial, credit or accounting statement is and will be true, correct, valid and genuine; (ii) the products are to be used only for business purposes; (iii) Buyer is duly organized, validly existing, and in good standing under the Laws of the state of its formation and is qualified to operate and use the products in the jurisdictions in which the products are used; (iv) Buyer has the full authority to agree to these Terms and Conditions and to perform all of its obligations hereunder. Rev. 2-2024

9. BUYER'S OBLIGATIONS AND COVENANTS. In addition to and not in limitation of any other agreements of Buyer hereunder, Buyer agrees at its sole expense: (a) to use the products in accord with all applicable laws and insurance policies as well as in accord with the best and safest practices recognized in the industry for driving and other operation of the products; (b) to operate and use each of the products within its rated capacity and only for the application for which it was provided, to operate each of the products only in the appropriate environment (including but not limited to weather and/or road conditions) recognized as safe and in accord with best practices in the industry, to follow any instructions, manuals and other materials provided by Seller or the manufacturer of any third-party components utilized in the products, and in the case of damage or defect in the products, to immediately cease operating and using the products until such damage or defect is repaired and immediately report such damage or defect to Seller; (c) to restrict operation of each of the products to safe, careful, competent and trained personnel selected, employed, trained and controlled by Buyer; (d) to properly store the products; (e) that Buyer will not (or permit any party to) misuse or illegally use the products nor permit any of the products; (f) Buyer will not use or permit the use of the products for uses not contemplated or reasonably foreseeable by the Seller; and (g) that Buyer will not alter or permit the alteration of any products without the prior written consent of Seller.

10. ASSIGNMENT. Buyer shall not assign its rights or obligations under this Contract without the prior written consent of Seller, which consent may be withheld for any reason in the sole discretion of Seller. Any attempt at such assignment by Buyer without the prior written consent of Seller shall be deemed null and void. This Contract will be binding upon the parties hereto, and their successors and permitted assigns.

11. SECURITY INTEREST OF SELLER. Title to the products will not pass to Buyer until all required payments have been made to Seller. Until the purchase price and all other applicable costs and expenses are paid in full, Seller reserves a purchase money security interest in the products and the proceeds therefrom, and Seller thereby possesses the rights of a secured party under the Uniform Commercial Code. Upon Seller's request, Buyer shall execute all necessary financing statements and other documents evidencing this security interest with the appropriate state and local authorities. Seller is entitled to and is hereby granted reasonable access to Buyer's locations as necessary to exercise its remedies as a secured party.

12. GOVERNING LAW. This Contract shall be construed, interpreted, and governed by the laws of the State of Minnesota without regard to its conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in the State of Minnesota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein.

13. FORCE MAJEURE. Seller does not assume the risk of and shall not be liable for failure to perform any obligation relating to the products caused by civil insurrection, war, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omissions of Buyer, acts or omissions of the United States Government, floods, epidemics, freight embargoes, shortages of fuel,

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energy or materials, substantial increases in the price of fuel or materials (including but not limited to steel and aluminum), failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, or any other cause beyond the reasonable commercial control of Seller.

14. NOTICES. Any notices, consents or other communications required or permitted under this Contract must be in writing and delivered personally, overnight air courier, registered or certified mail or facsimile. Unless otherwise stated in this Contract, notices, consents or other communication will be deemed received (a) on the date delivered, if delivered personally or by facsimile transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.

15. SEVERABILITY; WAIVER. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Section headings included herein are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

16. NO THIRD-PARTY BENEFICIARIES; SETOFF. Nothing in this Contract is intended to, or shall, create any third-party beneficiaries, whether intended or incidental and neither party shall make any representations to the contrary. Seller shall have the right to deduct from any sums it owes to Buyer, any sums or the value of any obligation owed by Buyer to Seller.

17. ENTIRE AGREEMENT. The terms set forth herein constitute the sole terms and conditions of the Contract between Buyer and Seller. Notwithstanding the foregoing or any other term of this Contract, to the extent this Contract conflicts with the terms or conditions of any written distributor agreement between the parties, the written distributor agreement shall control. No other warranty, term, condition or understanding, whether oral or written shall be binding upon Seller, unless hereafter expressed in writing, approved and signed by Seller.

18. SURVIVAL: The provisions of Sections 3, 4, 5, and 7 through 18 shall survive the termination and performance of this contract.

JQ



Crete & Co.
9694 Peace Ln NW
Bemidji, MN 56601

Invoice #1872
Date: 08/29/2024

Invoice For

Location

Peterson Sheet Metal

3728 Bemidji Ave N #300
Bemidji, MN 56601

mobile: 218-751-4502
justin.welcome@psmhvac.com

Peterson Sheet Metal - Northome school

Terms
Net 15

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Dirt Work Dirt work to excavate and backfill for concrete pads	1 Each	\$ 1,680.00	\$ 1,680.00
3/4" Radon Rock 3/8" Pea Rock for 1' under each of the concrete foundations	14 Yard	\$ 40.00	\$ 560.00
Concrete Apron 6'x6'x4' and 4'x6'x1' concrete pads with #5 rebar.	1 Each	\$ 6,680.00	\$ 6,680.00
Dirt Work CO - Excavation, placement of rock and compaction for additional tank pads.	1 Each	\$ 985.00	\$ 985.00
Concrete Work CO - Inside boiler pad addition	1	\$ 2,120.00	\$ 2,120.00

BY PSN

Client Notes

- Concrete Pads 6'x6'x4' and 4'x6'x1'
- Excavation, backfill and 3/8" pea rock is included for this work
- #5 Rebar for both concrete pads
- Items that need to be set into the concrete to be supplied by others and they must be present for placing it into concrete correctly
- Exterior broom finish
- 4,500psi concrete mix design used
- Control joints cut roughly 10' on center
- Dirt work billed as lump sum
- NOT including any topsoil or seeding, lawn will be impacted (trying to be as careful as possible)
- NO dewatering included
- NOT including any damages to utility lines hit during project.
- NOT including any cold weather pouring costs - billed as needed

INVOICE TOTAL \$ 12,025.00

DUE DATE 09/13/2024

\$ 9,905



Crete & Co.
9694 Peace Ln NW
Bemidji, MN 56601

Invoice #1934
Date: 09/30/2024

Invoice For

Peterson Sheet Metal

3728 Bemidji Ave N #300
Bemidji, MN 56601

mobile: 218-751-4502
justin.wellcome@psmhvac.com

Location

State Hwy 1
Northome, MN 56661

PSM - Northome Bollards

Terms
Net 15

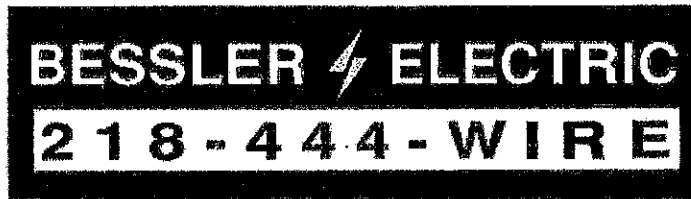
ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Concrete Bollards 6" steel bollards - drilled and placed around propane tank foundation.	30 Each	\$ 422.00	\$ 12,660.00
Saw Cutting Change Order - Saw cutting, removing, and discarding of asphalt	1 Each	\$ 300.00	\$ 300.00

Client Notes

- 7" bollards placed 3' below grade with 4' exposed above grade
- 6" bollards used for project
- Assuming no sonotubes will be needed, additional charges may apply
- No covers or bollard painting included
- No rebar included in proposal
- GC responsible for layout of bollards
- GC responsible for any marking of utility lines in project area
- NOT responsible for any utility lines hit during project
- NOT backfilling or fine grading site
- Estimated work completion date of: October 11, 2024

INVOICE TOTAL \$ 12,960.00

DUE DATE 10/15/2024



Phone: 218-444-9473 Fax: 218-444-9985
info@besslerelectric

To: PSM
Attn: Jamie Quello
Date: 09/03/2024

Northome School
Misc Pricing

Jamie

Enclosed is our pricing for misc. pricing you have requested with cost breakdowns for your review please let us know if we are to proceed.

1. Provide wiring for propane vaporizer & LP pump from school building utilizing the underground bur being provided by PSM.
Price request this change-----\$18,325.00
2. Provide light pole with concrete to illuminate propane tank area as recommended by WFS.
Price request this change-----\$5,632.00
3. Provide new LP generator of same size as existing generator currently on-site pricing to include the following.
 - Disconnect existing generator currently in place
 - Disconnect existing ATS along with removal/disposal
 - Provide a new LP Generator to be located on the building exterior.
 - Provide concrete pad for new generator.
 - Provide new ATS in existing ATS location
 - Provide wiring connections from Generator to ATS along with annunciation wires & engine block heater/charging system.
 - Provide Load bank test for Generator.**Price request this change-----\$108,115.00**

Pricing Exclusions

- Removal & disposal of existing generator.
- LP gas piping to generator along with regulator.

Jim Aakre
Bessler Electric
331 Oak Hills Rd SE
Bemidji, MN 56601
O - 218-444-9473



P.O. Box 781 Grand Rapids MN 55744

(218) 328-5504

1-800-241-2309

Fax: (218) 328-5509

PROPOSAL

To: Peterson Sheet Metal
Jaime Quello
3728 Bemidji Ave. N
Bemidji Mn 56601

email: jaimeq@psmhvac.com

Date 8/18/2024
Proposal # Northholm #1
FOB
Terms 1/2 down required

Regarding: Tank enclosure

Keller Fence Company-North proposes to furnish and install the following:

180 LF of 6' high 9 gauge galvanized chain link fence with privacy slats installed including 1 each 6' high x 4' wide walk gate. Materials are as follows: 2-1/2" x 9' DQ40 galvanized line posts, 3" x 10' DQ40 galvanized, corner & gate posts, 1-5/8" DQ40 galvanized top rail, 2" DQ40 welded gate frame covered with 6' high 9 gauge galvanized chain link fabric. **All posts driven.**

FOR THE SUM OF:

\$11,010.60

The above quotation is good for a period of Ten (10) days from the date of this proposal. Keller Fence Company-North appreciates the opportunity to quote this project and hope it merits your favorable review. If you have any questions or need additional information do not hesitate to call us at the above number.

PROPOSAL ACCEPTED BY:

DATE:

Sincerely,

Terry Inman

Terry Inman

+ 399
For
XTM
Rt. U.

INVOICE

Full Bore Underground, Inc
1490 Balsam Road
Bemidji, MN 56601

jurman48@hotmail.com
(218)5565107

Bill to
Peterson Sheet Metal
Peterson Sheet Metal

Invoice details
Invoice no.: 12114
Terms: Net 30
Invoice date: 09/09/2024
Due date: 10/09/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Bore		1	\$1,500.00	\$1,500.00
2.		Bore Feet	Bore Feet	152	\$12.00	\$1,824.00

Total

\$3,324.00

Ways to pay



Note to customer
Thank you for your business.

Pay invoice