

Main Office - 11303 Excelsior Blvd. - Hopkins, MN 55343
 Phone: (952)933-4800 - Fax: (952) 939-0418
www.pump-meter.com
 Email: pump-meter@pump-meter.com

Proposal No:
2021385-B

• **Date:** 8/11/2021 • **Page:** 1 of 5

Pump and Meter Service, Inc.

SERVICE • SALES • INSTALLATION

Bejin Pump Service - A division of Pump & Meter Service, Inc.
 3497 129th Street - Chippewa Falls, WI 54729
 Phone: (715)723-8223 - Fax: (715)723-7242

Duluth Branch
 Phone: (218)389-6359 - Fax: (218) 389-6359

To: **City of Shakopee**
 Tom Larson
 485 Gorman St
 Shakopee, MN 55379-

Job Site: **City of Shakopee**
 485 Gorman St
 Shakopee, MN 55379-
 Ph: (952) 233-9557 Fax:

Ph: (952) 233-9557 **Fax:**

Salesman: **Dave Davenport**

Email: TLarson@ShakopeeMN.gov

Job Description: Replace Islander with New Prime. Option Tank Monitor. Option New Dispensers

Sourcewell Pricing

Qty	Description	Part #	Total
Software (EKOS or Fleet Head Office):			
1	EKOS One Time Software Setup Fee	EKOS-STARTUP	\$3,000.00
1	EKOS Fuel Site Module (per site per month)	Direct Through Go Energies	
Controllers (Islanders, ICRs, CFN, FTC, TopKAT, Interface Cards, PRIME Options:			
1	Islander PRIME 8 Mechanical Hoses	FL-8MH0IP-00	\$8,514.40
1	Islander PRIME Additional 4 Channel RS-485 Pump Interface Card	Z-FL0-PIC803	\$545.60
1	Islander PRIME HID Indala (Also requires card reader)	Z-FL0-HRK058	\$1,211.20
1	Islander PRIME Insert Mag Card Reader	Z-FL0-MCR007	\$420.80
1	Wireless Gateway License Option	Z-FL0-PRWGWL	\$921.60
Gasboy Service Offering (Controller Software Support) and Extended Hardware Warranty:			
1	Gasboy Service Offering (Islander PRIME Controller Software Support) – 1 Year	Z-FL0-GSO001	\$520.80
Notes: The preliminary price point for the EV module has been set at \$20 per charge point per month.			

Subtotal \$15,134.40
Freight \$396.66
Tax Exempt
Equipment Total \$15,531.06

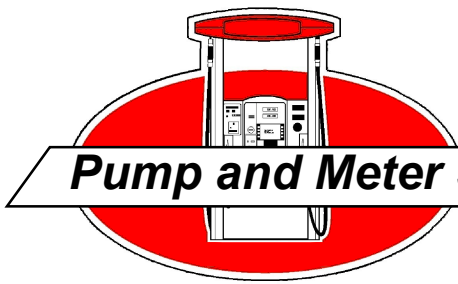
Installation (Labor & Material)

Seq	Description	
1.	Investigate, ID and disconnect existing card reader at fuel island.	
2.	Un-pack, assemble and mount new card reader at same location.	
3.	Terminate existing power, control and network wiring.	
4.	Test.	
5.	Start up and Place in service.	
		Installation \$2,815.98

Fueling Systems - Electronic Gauging &
 Inventory Controls - Fiberglass Tanks & Pipe
 Line Testing - Tank Testing



Self-Serv Equipment - Compressors
 Auto Lifts & Parts - Service Station Pumps
 Card Control Systems - Canopies



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Total Consideration

\$18,347.04

Total Amount

Tank Monitor Option – Includes Material, Labor and Electrical

Description

860091-302 TLS-450 Plus Console with 8" WVGA Touch Screen Display, Printer, 3 Ethernet and Dual USB/Expansion:

- 333545-001 TLS-450 Plus Application Software
- 332812-001 Universal Sensor
- 332813-001 Universal Input / Output
- 332972-008 Risk Management: Digital Line Leak Detection for TLS450-Plus
- 846397-XXX Mag Plus Probe, HGP Canister, No Water Detection
- 886100-000 Install Kit Gas
- 846400-001 Install Kit Diesel
- (2) 312020-952 4" NPT Riser Cap and Ring kit
- (2) 794380-208 Sump Sensors
- (2) 794390-409 Interstitial Sensors for Fiberglass Tanks
- (2) 312020-928 2" Interstitial Sensor Riser Cap
- (2) 859080-002 Digital Pressurized Line Leak Detector with SwiftCheck

Subtotal	\$16,105.44
Trade-In	(\$1,600.00)
Freight	\$353.00
Tax Exempt	
Equipment Total	\$14,858.44

Installation (Labor & Material)

Seq Description

1. Investigate, ID, and Disconnect power and communication to existing tank monitor.
2. Clean out seal-offs then pull and terminate 2 new cables for line leak. Terminate and test. Use sensor conduit to pull line leak.
3. Remove existing monitor and install new at same location utilizing existing wiring. Terminate and test.
4. Install new probes and sensors.
5. Startup and place in service.

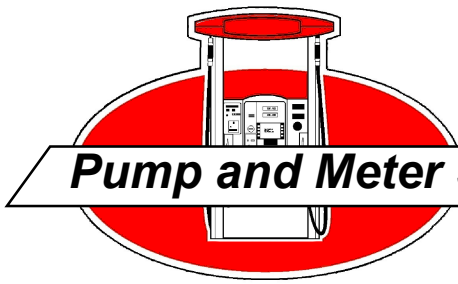
Installation **\$5,199.41**

Total Consideration for Tank Monitor Option **\$20,057.85**

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Dispenser Option

Qty	Description
2	Gasboy 9853KXTW1 DF – Twin Hose Single Product, Up to 22 GPM, All Stainless with RS-485

Subtotal	\$12,726.40
Freight	\$648.00
Tax Exempt	
Equipment Total	\$13,374.40

Installation (Labor & Material)

Seq	Description
1.	Disconnect power wiring.
2.	Remove and dispose of (2) dispensers.
3.	Reuse existing hoses and retractors.
4.	Reconnect existing power wiring.
5.	Start up and place in service.

Installation	\$2,760.47
Total Consideration for Dispenser Option	\$16,134.87

Work Scope Exclusions

Description
* Proposal based on reusing existing wiring. Any additional wiring or replacement would be an extra to this proposal.
* To pull new line leak we are reusing existing conduit. If conduits are unsuitable, we will have to re-evaluate the project.

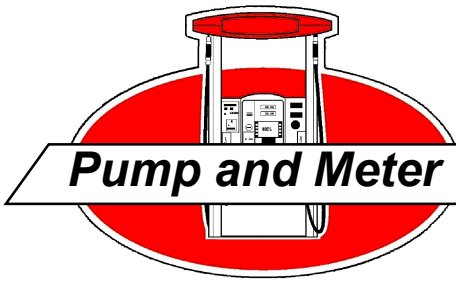
Fueling Systems -
Inventory Controls -
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Terms

Payment to be made as follows:

20% Down payment required with order. Equipment billed upon shipment from factory. Installation billed twice monthly on job progression. Net 30 days.

A finance charge of 1.5% per month (18.0% per annum) will be applied to unpaid balance after 30 days.

Payments made by credit card over \$1,500.00 will be subject to a 2.6% processing fee.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Authorized Signature: _____

Dave Davenport

Note: This proposal may be with-
drawn by us if not accepted within

30 Days

Prepared by: J. Mcfarlin

Acceptance Of Proposal

The above prices, specifications and conditions, including the terms on the reverse side, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner of Job Site: _____

Signature: _____

☐

Owner

☐

Tenant

☐

Other

Date of Acceptance: _____

Title: _____

Fueling Systems
Inventory Controls
Line Testing

-
-
-

Electronic Gauging &
Fiberglass Tanks & Pipe
Tank Testing



Self-Serv Equipment
Auto Lifts & Parts
Card Control Systems

-
-
-

Compressors
Service Station Pumps
Canopies

1. The Owner/Client hereby warrants and represents to PMSI that he/she has the authority to enter into this Contract and that every person, firm and entity either having an interest in the real property defined herein as the Job Site and whose consent to the Job is required is aware of this Contract and all matters contemplated hereby and has consented thereto.
2. **Delay.** If the job is delayed or postponed due to floods, explosions, strikes, storms, terrorism or other acts of God through no fault of PMSI, Owner/Client shall pay, in addition to the Contract Price, any and all increases in the cost of labor and materials in excess of those in effect on the date of this contract.
3. **Liens. PLEASE TAKE NOTICE THAT:**
 - **ANY PERSONS 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 THE CONTRIBUTIONS.**
 - **UNDER MINNESOTA LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIAL 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 MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**
4. **Indemnification.** Owner/Client shall indemnify, defend and hold harmless PMSI or any of PMSI's subcontractors from and against any and all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the performance of this contract and related construction project, which are caused in full or in part by or arise from any negligent act(s) or omission(s) of Owner/Client to the fullest extent permitted by law.
5. **Insurance.** The Owner/Client shall purchase and maintain general liability, fire, theft, and casualty insurance, including vandalism to cover the materials, personal property and improvements, and PMSI's operations during the job at the job site. Any loss or damage incurred or suffered by the Owner/Client which arises out of or relates, in any way to PMSI's performance of the job, and whether covered by insurance or not, shall be the sole responsibility of the Owner/Client. PMSI shall maintain liability and workers' compensation insurance in the amount required by law or deemed adequate by PMSI.
6. **Underground Tank.** Upon notification by PMSI, Owner/Client shall be responsible for filling all underground storage tanks with product, or if product is unavailable, water immediately upon PMSI's placement of tanks into excavations. The Owner/Client shall be responsible for any and all damages and losses that may occur due to floating or unstable tanks, if the tanks are not tilled as requested.
7. **Additional Work or Work Stoppage.** If any governmental body or agency requires any other work completed in addition to the contracted job, Owner/Client must pay the cost of such other work in an amount equal to the costs incurred by PMSI plus overhead. If a stop work order is issued, PMSI may remove its equipment from the Job Site. Additional charges will be added to the contract if the Job is recommenced.
8. **Contaminated Soils or Environmental Clean-up.** Any costs generated during underground excavation for environmental clean-up, site assessments, consulting fees, disposal of contaminated soil, etc., are the sole responsibility of the Owner/Client, unless specifically stated otherwise in our proposal.
9. **Underground Hazards.** Any underground obstructions encountered, such as bed rock, water, frost, foundations, non-locatable underground utility lines or excessive caving requiring shoring are not covered, unless specifically agreed to in our proposal.
10. **Partial Completion.** If the job is terminated or postponed for reasons including but not limited to the above and which are not attributable solely to PMSI, the Owner/Client shall pay to PMSI that portion of the Contract Price representing the percentage of the Job completed upon termination or postponement.
11. **Terms of Payment.** Net thirty (30) days unless otherwise stated on Contract. By signing this Contract, the Owner/Client agrees to pay on demand all costs and expenses including legal fees and out-of-pocket expenses incurred in connection with the collection of amounts due under this contract. Interest will be added to unpaid balance at the rate of 1.5% per month (18% per year).
12. **Warranty Exclusions and Liability Limitation.** Owner/Client agrees that it has selected each item of equipment based on its own judgment and hereby disclaims any reliance on statements or representations made by PMSI. PMSI MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, EXCEPT FOR ANY MANUFACTURER'S WARRANTY WHICH SHALL PASS THROUGH TO OWNER/CLIENT AND PMSI EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any Equipment sold hereunder and not covered by a manufacturer's warranty is accepted by Owner/Client "AS-IS, Where-IS," and "with all faults." PMSI further disclaims and Owner/Client waives any claim for consequential damages arising out of the use of or inability to use the Equipment. PMSI's liability hereunder for any claim alleged by Owner/Client shall be expressly limited to a measure of damages equivalent to Owner/Client's return of Equipment sold hereunder and PMSI's refund to Owner/Client of the purchase price. Owner/Client agrees that the damages referred to in the preceding sentence shall be its sole and exclusive remedy for any breach or negligence of PMSI. Owner/Client hereby waives and releases PMSI from any and all liability whatsoever relating to Equipment failure or nonperformance caused by or resulting from software or programming issues. In the event any legal action is commenced regarding this contract and the work related thereto, PMSI shall be entitled to recover its attorney's fees and costs from Owner/Client.
13. **Security Interest.** To secure full and prompt payment for the equipment sold herein Owner/Client hereby grants to PMSI a purchase money security interest in and to all of Owner/Client's right, title and interest in and to the equipment described and sold herein wherever located (collectively, the "Collateral"). Owner/Client acknowledges that PMSI may file a UCC-1 Financing Statement and shall release or terminate same upon receipt of full payment for Collateral.