

**NOTICE OF AWARD
FOR
DOWNTOWN LIGHTING IMPROVEMENTS
PROJECT NO. CIF-22-003
CITY OF SHAKOPEE, MINNESOTA**

TO: Pember Companies, Inc.
N4449 469th Street
Menomonie, WI 54751

The City of Shakopee, Minnesota, having considered the proposals submitted on June 25, 2024 for the construction of the **DOWNTOWN LIGHTING IMPROVEMENTS, PROJECT CIF-22-003**, and it appearing that your proposal is fair, equitable and to the best interest of the City, the said proposal is hereby accepted for the prices set forth therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance and Payment Bond within ten (10) days from the date hereof.

The Bid Security submitted with your proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance and Payment Bond. In the event you should fail to execute the Contract Agreement and furnish the Performance and Payment Bond, within the time limit specified, said Bid Security will be retained by the City of Shakopee as liquidated damages for failure to accept the award and execute the necessary documents for the formation of the contract.

The City is accepting Alternate _____ No. _____.

CITY OF SHAKOPEE, MINNESOTA

Bill Reynolds/ City Administrator

Awarded by:
Shakopee City Council July 2, 2024

Contract Amount: \$901,284.70

CONTRACT

THIS CONTRACT, made and entered into this 2 day of July, 2024 by and between Pember Companies, Inc. hereinafter called "Contractor" (a corporation organized and existing under the laws of the State of Minnesota) (a partnership consisting of _____ created under the laws of Minnesota), and the City of Shakopee, Minnesota, a municipal corporation, hereinafter called "City."

WITNESSETH:

That Whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

DOWNTOWN LIGHTING IMPROVEMENTS

NOW THEREFORE,

the parties to this contract agree to the following:

1. Manner for Completion

The Contractor, at his own proper cost and expense, shall perform all work and furnish all supervision (needed beyond that provided by the City Engineer), labor, material, tools, supplies, machinery and other equipment necessary for the construction of the **Downtown Lighting Improvements, Project CIF-22-003** for the City of Shakopee, Minnesota, in a workmanlike and substantial manner, as outlined in the Plans and Specifications.

2. Due Diligence

Time is of the essence in the performance of this Contract. The maintenance of a rate of progress in the work which will result in its completion in a reasonable time, is an essential feature of this Contract, and the Contractor agrees to proceed with all due diligence and care, at all times to take all precautions to insure the time of completion as defined in this Contract. The Contractor shall fully complete the work called for under the Contract in accordance with the specifications.

3. Payment

The City will pay the Contractor those prices stipulated in the Contractor's Contract Proposal, which are incorporated herein by reference and made a part of this Contract, which shall constitute full and complete compensation for the contractor's work provided hereunder. The parties specifically agree and understand and the Contractor specifically waives any claim for additional compensation for any changed condition whether arising out of a physical condition at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract or arising as a result of any force majeure.

4. Prevailing Wages

If this project is funded in whole or in part by state funds, then the wages of laborers, workers, and mechanics should be comparable to wages paid for similar work in the community as a whole, as established by the Minnesota Department of Labor and Industry. If this section applies to this project, the prevailing wage rates are attached and included in the contract documents.

5. Contractor's Responsibility for Subcontractors

It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. Payment to Subcontractors

The Contractor shall pay any subcontractor within ten days of receipt of payment from the City for undisputed services provided by the subcontractor. If the Contractor fails to pay within ten days, the Contractor shall pay the subcontractor interest at the rate of one and one-half percent per month or part of month to the subcontractor on any undisputed amount not paid on time to the subcontractor, in accordance with Minn. State. Sec. 471.425, Subd. 4a.

7. City Instructions

The City may declare the contract forfeited as described in the Standard Specifications should the Contractor persistently disregard instructions of the City or fail to observe or perform any provisions of this Contract.

8. Indemnity

The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs, including attorney's and expert fees, by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any other wrongful act or omission, including breach of any provision of this Contract, of Contractor, its independent subcontractors, agents, employees, or delegates. The Contractor further agrees to indemnify the City for defense cost incurred in defending any claims, unless the City is determined to be at fault.

9. Contract Documents

This Contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. In the event of any conflict between those documents listed as (a) through (f), they shall govern in the order listed, with this Contract governing over all other documents. The contract documents consist of the following:

- a. This Contract
- b. All Change Orders or Addenda
- c. Plans and Specifications for Project CIF-22-003
- d. General Utility and Street Improvement Specifications for Construction
- e. Shakopee Public Utility Commission Water Policy Manual
- f. All items listed under the Table of Contents

10. Duplicate Originals

This Contract shall be executed in two copies; one (1) copy being retained by the City, one (1) to be delivered to the Contractor.

11. Nondiscrimination

The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age, against any employee of Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

12. Jurisdiction

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Minnesota.

CONTRACTOR

CITY OF SHAKOPEE, MINNESOTA

By _____

By _____

Mayor/Matt Lehman

By _____

Name / Title

By _____

City Administrator/Bill Reynolds

Approved as to form:

City Attorney

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that We, _____

_____, as
Principal, and _____

as Surety, being a corporation certified by the Minnesota Commissioner of Insurance and authorized to act as a surety as provided in Minnesota Statutes, Section 60A.23, Subd. 5 and 574.15, are held and firmly bound unto the City of Shakopee, a Minnesota municipal corporation, hereinafter called the City, for the use of the City and to all subcontractors and persons who have furnished or shall furnish materials actually used in the performance of the hereinafter mentioned Contract, or who have performed, or shall perform, labor in the performance of or in connection with the said Contract in the penal sum of _____ (\$ _____), lawful money of the United States of America, the payment of which will truly be made to the Obligees, the said Principals and the said surety, bind themselves and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The condition of the above obligation is such that:

WHEREAS, the above bounded Principals have heretofore on the ____ day of _____, 2024, entered into a written Contract, a copy of which is by reference made a part hereof, with said City, for the furnishing of all labor and equipment for the complete installation of the **Downtown Lighting Improvements, Project CIF-22-003**, said construction work to be done according to the requirements of said Contract.

NOW, THEREFORE,

the obligations shall remain in full force and effect unless and until the above Principals do the following:

- At all times duly, promptly, and faithfully perform said Contract and any alteration in or addition to the obligations of said Principals arising thereunder (including the matter of infringement, if any, of patents),
- Guarantee all work against defective workmanship and materials for a period of two (2) years from date of final acceptance by the City,
- Comply with all the covenants contained in the specification drawings and other documents constituting a part of said Contract required to be performed by said Principals,
- Satisfy all claims and demands for same, in the manner and within the times provided in said Contract,
- Fully indemnify and save harmless the City of Shakopee from all costs and damage which the City may suffer,
- Fully reimburse and repay the City all outlay and expenses which the City may incur in making good any defaults, and reasonable attorneys' fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default,
- Pay all people who have contracts directly with the Principals, for labor or materials, if any, included in said Contract, or any alteration in or addition thereto.

If the Principals fulfill the above-listed items, then this obligation may become null and void.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration in or addition to the terms of the Contract, the work to be performed thereunder, or specifications accompanying the same, and no forbearance on the part of either the City or the Principal, shall in any way affect its obligation in this bond or release the Principal and Surety or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications, or any forbearance.

Signed and sealed this _____ day of _____, 2024.

Principal

By _____

Surety

Address

By _____
Attorney-in-fact

Local Agent

Address

**NOTICE TO PROCEED
FOR
DOWNTOWN LIGHTING IMPROVEMENTS
PROJECT NO. CIF-22-003
CITY OF SHAKOPEE, MINNESOTA**

TO:

Pember Companies, Inc.
N4449 469th Street
Menomonie, WI 54751

DATE:_____

You are hereby authorized to proceed on this date for the construction of the **Downtown Lighting Improvements, Project CIF-22-003** for the City of Shakopee, Minnesota as set forth in detail in the Contract Documents, including Plans and Specifications.

CITY OF SHAKOPEE, MINNESOTA

By: _____
City Engineer

We have determined the following permits are required:

If you will not complete your work involving these permits within the time specified thereon, you should communicate with the Director of Public Works, City of Shakopee, Minnesota to see if an extension is available and what you must do to obtain one. If you encounter other permits required, please communicate immediately with the same department.

**BID PROPOSAL
FOR**

BID COPY

**DOWNTOWN LIGHTING IMPROVEMENTS
IMPROVEMENT PROJECT NO. CIF-22-003**

CITY OF SHAKOPEE, MINNESOTA

BIDDER: Pember Companies, Inc

ADDRESS: N4449 469th Street Menomonie, WI ZIP 54751

TELEPHONE: 715-235-0316

E-MAIL: bpember@pembercompanies.com

BIDS TO BE OPENED AT 9:30 A.M., LOCAL TIME, JUNE 25, 2024

Honorable City Council
City of Shakopee
485 Gorman Street
Shakopee, Minnesota 55379

The undersigned, as Bidder, having examined the site and having studied the Contract Documents for the Work and being familiar with all factors and conditions affecting the Work and cost thereof, hereby proposes and agrees to enter into a Contract with the City of Shakopee to supply all labor, equipment, tools, materials, and skills necessary for the construction of the following work, all in accordance with the Contract Documents and any subsequent addenda issued thereto:

Improvement Project No. CIF-22-003, Downtown Lighting Improvements

The undersigned Bidder understands the quantities of Work as shown herein are approximate only and are subject to increase or decrease, and proposes to do the Work whether the quantities are increased or decreased, at the unit price stated in the following Schedule of Prices and the unit price as Bid shall constitute compensation in full for the respective items.

Item #	MnDOT Spec #	Description	Unit	Quantity
1	2021.501	MOBILIZATION	LS	1
2	2104.502	REMOVE CASTING	EA	9
3	2104.502	REMOVE LIGHTING UNIT (DIRECT BURY)	EA	40
4	2104.502	REMOVE SERVICE CABINET	EA	1
5	2104.502	REMOVE HANDHOLES	EA	45
6	2104.503	REMOVE CURB & GUTTER	LF	629
7	2104.503	REMOVE UNDERGROUND WIRE	LF	2600
8	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	256
9	2104.504	REMOVE CONCRETE PAVEMENT	SY	32
10	2104.518	REMOVE CONCRETE WALK	SY	294
11	2104.604	SALVAGE & REINSTALL LANDSCAPING	SY	90
12	2104.618	REMOVE BRICK PAVERS	SY	717
13	2106.507	EXCAVATION - COMMON (EV)	CY	301
14	2211.509	AGGREGATE BASE, CLASS 5	TON	704
15	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	41
16	2360.509	TYPE SP 12.5 BIT MIXTURE FOR PATCHING	TON	71
17	2360.509	TYPE SP 9.5 BIT MIXTURE FOR PATCHING	TON	47
18	2504.602	IRRIGATION SYSTEM REPAIR	EA	1
19	2506.502	ADJUST FRAME & RING CASTING	EA	2
20	2506.502	CASTING ASSEMBLY	EA	9
21	2521.518	4" CONCRETE WALK	SF	6115
22	2521.518	6" CONCRETE WALK	SF	2096
23	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	417
24	2531.503	CONCRETE CURB DESIGN V4	LF	89
25	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SY	36
26	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SY	155
27	2531.618	TRUNCATED DOMES	SF	174
28	2545.502	LIGHTING UNIT TYPE SPECIAL 1 (12')	EA	22
29	2545.502	LIGHTING UNIT TYPE SPECIAL 2 (15')	EA	9
30	2545.502	LIGHTING UNIT TYPE SPECIAL 3 (20')	EA	2
31	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EA	18

Item #	MnDOT Spec #	Description	Unit	Quantity
32	2545.502	LIGHT FOUNDATION DESIGN SPECIAL	EA	15
33	2545.502	SERVICE CABINET	EA	1
34	2545.502	HANDHOLE	EA	3
35	2545.503	1-1/4" NON-METALLIC CONDUIT	LF	850
36	2545.503	2" NON-METALLIC CONDUIT	LF	705
37	2545.503	3" NON-METALLIC CONDUIT	LF	300
38	2545.503	UNDERGROUND WIRE 1/C 6 AWG	LF	9840
39	2545.503	UNDERGROUND WIRE 1/C 8 AWG	LF	10090
40	2545.503	UNDERGROUND WIRE 1 COND 12 AWG	LF	2570
41	2563.601	TRAFFIC CONTROL	LS	1
42	2564.602	INSTALL SALVAGED SIGN	EA	7
43	2571.502	DECIDUOUS TREE 2" CAL CONT (HORSECHESTNUT)	EA	1
44	2571.502	DECIDUOUS TREE 2" CAL CONT (NORTHERN CATALPA)	EA	1
45	2573.502	STORM DRAIN INLET PROTECTION	EA	9
46	2575.504	SODDING TYPE MINERAL	SY	42
47	2575.523	WATER	MGAL	5

Downtown ADA, Lighting, and Tree Rehab Improvement Project (#9106016)

Owner: Shakopee MN, City of

Solicitor: Shakopee MN, City of

06/25/2024 09:30 AM CDT

					Pember Companies, Inc.	
Se Line	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Base Bid						\$901,284.70
1	2021.501	MOBILIZATION	LUMP SUM	1	\$76,825.00	\$76,825.00
2	2104.502	REMOVE CASTING	EACH	9	\$125.00	\$1,125.00
3	2104.502	REMOVE LIGHTING UNIT (DIRI	EACH	40	\$435.00	\$17,400.00
4	2104.502	REMOVE SERVICE CABINET	EACH	1	\$540.00	\$540.00
5	2104.502	REMOVE HANDHOLES	EACH	45	\$325.00	\$14,625.00
6	2104.503	REMOVE CURB & GUTTER	LIN FT	629	\$12.65	\$7,956.85
7	2104.503	REMOVE UNDERGROUND WII	LIN FT	2600	\$1.10	\$2,860.00
8	2104.504	REMOVE BITUMINOUS PAVEM	SQ YD	256	\$36.00	\$9,216.00
9	2104.504	REMOVE CONCRETE PAVEME	SQ YD	32	\$25.25	\$808.00
10	2104.518	REMOVE CONCRETE WALK	SQ YD	294	\$34.45	\$10,128.30
11	2104.604	SALVAGE & REINSTALL LANDS	SQ YD	90	\$29.00	\$2,610.00
12	2104.618	REMOVE BRICK PAVERS	SQ YD	717	\$35.00	\$25,095.00
13	2106.507	EXCAVATION - COMMON (EV)	CU YD	301	\$100.00	\$30,100.00
14	2211.509	AGGREGATE BASE, CLASS 5	TON	704	\$45.00	\$31,680.00
15	2357.506	BITUMINOUS MATERIAL FOR T	GAL	41	\$5.40	\$221.40
16	2360.509	TYPE SP 12.5 BIT MIXTURE FO	TON	71	\$356.55	\$25,315.05
17	2360.509	TYPE SP 9.5 BIT MIXTURE FOR	TON	47	\$264.75	\$12,443.25
18	2504.602	IRRIGATION SYSTEM REPAIR	EACH	1	\$1,000.00	\$1,000.00
19	2506.502	ADJUST FRAME & RING CASTII	EACH	2	\$1,100.00	\$2,200.00
20	2506.502	CASTING ASSEMBLY	EACH	9	\$1,440.00	\$12,960.00
21	2521.518	4" CONCRETE WALK	SQ FT	6115	\$8.75	\$53,506.25
22	2521.518	6" CONCRETE WALK	SQ FT	2096	\$12.00	\$25,152.00
23	2531.503	CONCRETE CURB & GUTTER	LIN FT	417	\$52.45	\$21,871.65
24	2531.503	CONCRETE CURB DESIGN V4	LIN FT	89	\$48.65	\$4,329.85
25	2531.504	6" CONCRETE DRIVEWAY PAV	SQ YD	36	\$82.00	\$2,952.00
26	2531.504	8" CONCRETE DRIVEWAY PAV	SQ YD	155	\$106.00	\$16,430.00
27	2531.618	TRUNCATED DOMES	SQ FT	174	\$58.65	\$10,205.10
28	2545.502	LIGHTING UNIT SPECIAL 1 (12	EACH	22	\$9,080.00	\$199,760.00
29	2545.502	LIGHTING UNIT SPECIAL 1 (15	EACH	9	\$9,400.00	\$84,600.00
30	2545.502	LIGHTING UNIT SPECIAL 1 (20	EACH	2	\$10,265.00	\$20,530.00
31	2545.502	LIGHT FOUNDATION DESIGN	EACH	18	\$1,620.00	\$29,160.00
32	2545.502	LIGHT FOUNDATION DESIGN	EACH	15	\$1,620.00	\$24,300.00
33	2545.502	SERVICE CABINET	EACH	1	\$23,350.00	\$23,350.00
34	2545.502	HANDHOLE	EACH	3	\$2,270.00	\$6,810.00
35	2545.503	1-1/4" NON-METALLIC CONDI	LIN FT	850	\$8.70	\$7,395.00
36	2545.503	2" NON-METALLIC CONDUIT	LIN FT	705	\$10.80	\$7,614.00
37	2545.503	3" NON-METALLIC CONDUIT	LIN FT	300	\$13.00	\$3,900.00
38	2545.503	UNDERGROUND WIRE 1/C 6 /	LIN FT	9840	\$2.50	\$24,600.00
39	2545.503	UNDERGROUND WIRE 1/C 8 /	LIN FT	10090	\$2.05	\$20,684.50
40	2545.503	UNDERGROUND WIRE 1 CON	LIN FT	2570	\$1.65	\$4,240.50
41	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$14,500.00	\$14,500.00
42	2564.602	INSTALL SALVAGED SIGN	EACH	7	\$405.00	\$2,835.00
43	2571.502	DECIDUOUS TREE 2" CAL COI	EACH	1	\$920.00	\$920.00
44	2571.502	DECIDUOUS TREE 2" CAL COI	EACH	1	\$920.00	\$920.00
45	2573.502	STORM DRAIN INLET PROTEC	EACH	9	\$130.00	\$1,170.00
46	2575.504	SODDING TYPE MINERAL	SQ YD	42	\$70.00	\$2,940.00
47	2575.523	WATER	M GALLON	5	\$300.00	\$1,500.00
Base Bid Total:						\$901,284.70

The undersigned agrees as follows:

1. Within ten (10) calendar days after Award of Contract to execute a Contract for the work involved and to furnish the City of Shakopee a satisfactory Performance Bond and Payment Bond in the full amount of the Contract guaranteeing the faithful performance of the Work and the payment of bills.
2. That this Proposal cannot be withdrawn for a period of thirty (30) days after the date and time scheduled for the opening of Bids.
3. That the Shakopee City Council reserves the right to reject any and all Bids, to waive irregularities and informalities therein and further reserves the right to award the Contract in the best interests of the City.
4. All work included in this Contract shall be completed in accordance with the specified dates of completion provided in the Contract Documents and Specifications.

In guarantee of sincerity of purpose in entering this Bid, the undersigned encloses a certified check, a cashier's check, or a bid bond, in an amount equal to five percent (5%) of the total Bid amount, made payable to the City of Shakopee. It is agreed that this amount is subject to forfeiture to the OWNER in the event the undersigned fails to execute the prescribed Contract and submit the required Performance and Payment Bond, Labor and Materials Bond and Insurance Certificates to the OWNER within ten (10) calendar days after issuance of Notice of Contract Award.

This is to acknowledge receipt of addenda numbered 1, _____, and _____.

Respectfully submitted,

By: 
(Signature of Bidder)

Title: President

Name and Address of Bidder:

Brent Pember
(Name)

N4449 469th Street
(Address)

6-25-24
(Date)

Menomonie, WI 54751
(City and State)

39-1216720

(Bidders E.I. Number, used on employer's quarterly federal tax return, US Treasury Department Form 941)

Incorporated under the laws of the State of Wisconsin.

President: Brent Pember N4449 469th Street Menomonie, WI 54751
(Name) (Address)

Secretary: Eric Pember N4449 469th Street Menomonie, WI 54751
(Name) (Address)

Treasurer: Brent Pember N4449 469th Street Menomonie, WI 54751
(Name) (Address)

BIDDER'S QUALIFICATIONS

1. List Project Superintendent who will supervise the Work of this Project and number of years of experience. Superintendent shall be responsible for providing continuous on-site supervision of the Work and must not be the foreman for other major portions of work, unless specifically approved by the City Engineer.

Will provide if read law

2. List of personnel who will be assigned to this Project.

Will provide if
Read law

3. Each Bidder shall enter in the spaces provided the names of major subcontractors he/she proposes to employ and classification or type of Work they will perform.

A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five percent (5%) or more of the total Contract price.

SUBCONTRACTOR

FPI Paving Contractors Inc
Safety Signs
Hoffman + Mc Namara
Taylor Electric Co

WORK

Asphalt
Traffic Control
landscape
electrical

4. List of similar type projects performed within the last three (3) years.

1) Name of client:	<u>See Attached</u>	Date:	<u></u>
Contact person:	<u></u>	Telephone:	<u></u>
2) Name of client:	<u></u>	Date:	<u></u>
Contact person:	<u></u>	Telephone:	<u></u>
3) Name of client:	<u></u>	Date:	<u></u>
Contact person:	<u></u>	Telephone:	<u></u>



N4449 - 469th Street
Menomonie, Wisconsin 54751
Phone: 715-235-0316 Fax: 715-235-9006
Grading * Utility Installation
Curb and Gutter * Sidewalk

Shakopee Project References

23-427

2023 Rochester, MN-J6068 48th St SW & Com Dr SW Roundabout

Owner: City of Rochester

Address 4001 West River Parkway NW Suite 100

Rochester, MN 55901

Engineer: City of Rochester

Contact: Amy Kreofsky PH 507-328-2418

Change Order: \$154,726.21 = 6%

Superintendent/Project Manager: Joe Pember

Concrete Project Manager/Foreman: Guy Hoyt

Description: Adjust Gate Valve & Box Ea 9.00 -5" Concrete Walk Sf 15,440.00 -6" Concrete Walk Sf 4,015.00 -Truncated Domes Sf 456.00 -Alternate Pedestrian Route Ls 1.00 -Remove Pipe Apron Ea 2.00 -Remove Manhole Or Catch Basin Ea 13.00 -Remove Casting Ea 3.00 -Remove Pipe Sewers Lf 534.00 -18" Rc Pipe Apron Ea 1.00 -24" Rc Pipe Apron Ea 1.00 -12" Rc Pipe Sewer Des 3006 Lf 51.00 -15" Rc Pipe Sewer Des 3006 Lf 507.00 -18" Rc Pipe Sewer Des 3006 Lf 73.00 -21" Rc Pipe Sewer Des 3006 Lf 178.00 -Connect To Existing Storm Sewer Ea 6.00 -Connect Into Existing Drainage Structure Ea 1.00 -Casting Assembly Ea 29.00 -Adjust Frame & Ring Casting Ea 3.00 -Const Drainage Structure Design Special Lf 35.00 -Const Drainage Structure Des 48-4020 Lf 71.00 -Const Drainage Structure Des 60-4020 Lf 5.00 -Const Drainage Structure Des 72-4020 Lf 11.00 -Reconstruct Drainage Structure Lf 8.00 -Geotextile Filter Type 3 Sy 24.00 -Random Riprap Class Ii Cy 4.70 -Guide Post Type B Ea 2.00 -Mobilization Ls 1.00

\$2,690,051.03

Sub Comp: Oct 2023

Actual Comp date: Nov 15, 2023

Email: akreofsky@rochestermn.gov

23-386

2023 Wabasha, MN-Athletic Park Relocation

Owner: City of Wabasha

Address 900 Hiawatha Drive East PO box 268

Wabasha, MN 55981

Engineer: Bolton & Menk

Contact: Johnathan Nelson PH 507-208-4332

Email: heather.hanson@bolton-menk.com

Superintendent/Project Manager: Joe Pember

Foreman: Timmy Klinski

Description: Mobilization Ls 1.00 -Storm Drain Inlet Protection Ea 10.00 -Sediment Control Log Type Compost 12" Lf 450.00 -Silt Fence Type Machine Sliced Lf 1,900.00 -Stabilized Construction Exit Ea 1.00 -Clearing & Grubbing Tree 37.00 -Sawing Concrete Pavement Full Depth Lf 20.00 -Sawing Bituminous Pavement Full Depth Lf 80.00 -Remove Concrete Pavement Sy 10.00 -Remove Bituminous Pavement Sy 1,200.00 -Remove Gravel Parking Lot Sy 2,300.00 -Remove Sign Ea 3.00 -Remove Concrete Drainage Structure (Dw Culvert) Lf 50.00 -Remove Light Pole Base & Footing Ea 6.00 -Remove Fence (Wood Posts And Cable) Ls 1.00 -Install Scoreboard Ea 2.00 -Install Batting Cage System Ea 1.00 -Common Excavation (P) (Ev) Cy 7,500.00 -Topsoil Strip And Respread Cy 8,400.00 -Sand Subbase Cy 2,120.00 -Organic Topsoil Borrow Cy 26.00 -Filter Topsoil Borrow (Engineered Soil Mix) Cy 85.00 -Fine Filter Aggregate (Cv) Cy 13.00 -Coarse Filter Aggregate (Cv) Cy 78.00 -Corporation Stop Ea 1.00 -Curb Stop & Box Ea 1.00 -2" Copper Service Pipe Lf 75.00 -Connect To Existing Sanitary Main Ea 1.00 -8" Pvc Pipe Sewer Sdr 35 Lf 12.00 -4" Pvc Pipe Sewer Sdr 26 Lf 130.00 -Sanitary Cleanout Ea 2.00 -Manhole (Sanitary) Ea 1.00 -Casting Assembly (Sanitary Manhole) Ea 1.00 -6" Perforated Pvc Storm Pipe Lf 1,300.00 -Construct Drintile Cleanout Ea 10.00 -12" Storm Pipe Lf 1,100.00 -Construct Drainage Structure 4022-48 Ea 9.00 -Construct Drainage Structure Over Exist 4022-60 Ea 1.00 -Casting Assembly (Storm) Ea 10.00 -Stabilized Aggregate Base Class 5 Cy 2,500.00 -Parking Lot Type Sp 9.5 Wearing Course Mix Ton 170.00 -Parking Lot Type Sp 9.5 Non-Wear Course Mix Ton 170.00 -Parking Lot Bituminous Material For Tack Coat Gal 150.00 -Bituminous Patch Sy 75.00 -Bituminous Trail 8' Wide Sy 470.00 -Concrete Curb & Gutter B612 Lf 370.00 -Concrete Curb & Gutter B618 Lf 25.00 -4" Concrete Walk Sf 5,680.00 -6" Concrete Walk Sf 4,465.00 -6" Concrete Pedestrian Ramp Sf 240.00 -Truncated Domes Sf 51.00 -6" Reinforced Hockey Rank Concrete Cy 261.00 -Hockey Rink Slab Reinforcing Lb 6,440.00 -4" Concrete Maintenance Strip 18" Width Lf 745.00 -Sign Type C Ea 3.00 -Sign Post Ea 3.00 -Pavt Mssg White Paint Handicap Symbol Ea 2.00 -4" Solid Line White Paint Parking Lot Lf 1,500.00 -Turf Establishment - Sports Field Seed Mix Lb 600.00 -Turf Establishment - 25-151 High Maintenance Turf Lb 720.00 -Turf Establishment - 25-131 Low Maintenance Turf Lb 45.00 -Hydraulic Matrix Type Mulch Acre 6.00 -Rolled Erosion Prevention Cat 20 Sy 200.00 -Modular Block Retaining Wall Sf 90.00 -Basketball Hoop Ea 2.00 -Basketball Court Paint Lines Lf 610.00 -Hockey Rink Dasher Boards Ls 1.00 -Electrical Service/Control Cabinet Ls 1.00 -Receptacle Stanchion Ea 2.00 -3/4" Non-Metallic Conduit Sch 40 Lf 115.00 -1" Non-Metallic Conduit Sch 40 Lf 752.00 -1 1/4" Non-Metallic Conduit Sch 40 Lf 635.00 -2" Non-Metallic Conduit Sch 40 Lf 356.00 -Underground Wire 1 C#3/0 Awg Lf 820.00 -Underground Wire 1 C#10 Awg Lf 1,876.00 -Underground Wire 1 C#4 Awg Lf 2,555.00 -Handhole Ea 3.00 -Lighting Unit Type A - Parking Lot Light Ea 2.00 -Light Foundation Type A - Future Trail Lighting Ea 4.00

\$1,681,840.15

Sub Comp: April 2023



N4449 - 469th Street
Menomonie, Wisconsin 54751
Phone: 715-235-0316 Fax: 715-235-9006
Grading * Utility Installation
Curb and Gutter * Sidewalk

-Scoreboard Electrical Ea 2.00 -Bases, Home Plate And Pitching Rubber Ea 2.00 -Aglime Surfacing Ton 835.00 -18'
Galvanized Chain Link Fence - Backstop Lf 150.00 -8' Galvanized Chain Link Fence Lf 40.00 -Spectator Bleacher Pads

22-659

2022 Rogers Event Center Exterior Improvements

\$ 764,231.00

Owner: City of Rogers

Sub Comp: Fall 2022

Address 22350 South Diamond Lake Road

Rogers, MN 55374

Engineer: Anderson Engineering, Inc

Contact: Joe Lucht PH 763-412-4000

Email: jlucht@ae-mn.com

Superintendent/Project Manager: Joe Pember

Foreman: Dakota Deleasky

Safety Manager: Brent Pember

Quality Control: Troy Bauer

Description: Mobilization Ls 1.00 -Erosion Control, Staging Area Access Route Ls 1.00 -Tree Removal, Grubbing And Tree Protection Ls 1.00 -Soil Corrections Sy 1,400.00 -Earthwork Ls 1.00 -Concrete Pavement Sf 3,450.00 -Bituminous Pavement Ton 35.00 -Class 5 Aggregate Ton 250.00 -Reinforced Cip Concrete W/Brick Veneer Lf 220.00 -Reinforced Cip Concrete Staircases W/Handrails Sf 150.00 -Brick Column With Architectural Precast Cap Ea 13.00 -36" Height Ornamental Fence Lf 65.00 -Synthetic Turf Subsurface Preparation Sy 750.00 -Natural Gas Fire Pit Ls 1.00 -4" Drintile Lf 150.00 -12" Cpe Pipe Lf 138.00 -72" Precast Concrete Manhole Ea 1.00 -28" Precast Concrete Manhole Ea 1.00 -Landscaping Ls 1.00 -Synthetic Turf Sf 6,765.00

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Advertisement for Bids, designed to limit independent bidding or competition;
3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the Statements made in this affidavit.



Signature Brent Pember, President

Pember Companies, Inc

Firm Name

Subscribed and sworn to before me

this 24TH day of JUNE, 2024



(Notary Public) MY COMMISSION EXPIRES: NOVEMBER 29, 2027



DEPARTMENT OF HUMAN RIGHTS

CERTIFICATE OF COMPLIANCE

I hereby certify that I am in compliance with Minnesota Statutes Section 363 as amended by Laws of 1979, and (check one of the following, as applicable):

- X Have a Certificate of Compliance issued by the Department of Human Rights.
- Have applied for a Certificate of Compliance to the Commissioner of Human Rights, which is pending.
- I am exempt from the requirements of Minnesota Statutes Section 363 as amended by the Laws of 1979.



Signature of Bidder

Position: Brent Pember, President

Name of Firm: Pember Companies, Inc

Date: 6-24-24

Questions should be referred to:

Minnesota Department of Human Rights
Bremer Building
St. Paul, Minnesota 55101
Telephone: 612-296-5663

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority prior to execution of the contract, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Brent Pember (typed or printed name),

President (title) certify that I am an owner or officer of the company and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

Pember Companies, Inc

(name of the person, partnership or corporation submitting this proposal)

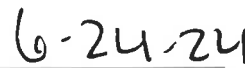
N4449 469th Street Menomonie, WI 54751

(business address)

Signed:



(bidder or authorized representative)



Date

Bid Bond

AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

PEMBER COMPANIES, INC.
N4449 469th St
Menomonie, WI 54751

Bid Bond No. SEL02773

SURETY:

(Name, legal status and principal
place of business)

Selective Insurance Company Of
America
40 Wantage Avenue
Branchville, NJ 07890

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

City of Shakopee
485 Gorman Street
Shakopee, MN 55379

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

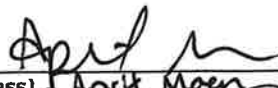
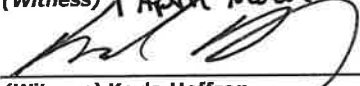
Downtown ADA, Lighting, and Tree Rehab Improvements; Project CIF-22-003

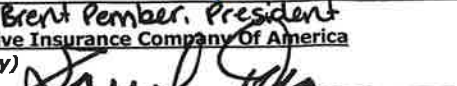
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 19th day of June, 2024


(Witness) April Maen

(Witness) Karla Heffron

PEMBER COMPANIES, INC.
(Principal)  (Seal)
(Title) Brent Pember, President
Selective Insurance Company Of America
(Surety)  (Seal)
(Title) Samuel Duchow, Attorney-in-Fact

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Samuel Duchow**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$20,000,000.00**

Signed this 19th day of June, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

:ss. **Branchville**

COUNTY OF SUSSEX :

On this 19th day of June, 2024 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 19th day of June, 2024.

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY