



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Wednesday, April 13, 2022

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, April 13, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the March 9, 2022 Regular Meeting and the March 22, 2022 Regular Work Session.

VERIFIED CLAIMS:

2. Consider a motion to approve the verified claims for March 2022 in the amount \$ 1,890,159.72.

COMMISSION REPORTS:

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for March 2022.
4. Consider a motion to confirm filling the Maintenance I position with the preferred candidate, Mr. Corey Dimich.
5. Consider a motion to ratify the declaration of a Maintenance II vacancy and confirm filling that position with the preferred candidate, Mr. Jason Smith.
6. Consider a motion to ratify the declaration of a Maintenance III vacancy and authorize staff to use the December 2021 Maintenance III external applicant pool for this vacancy.
7. Consider a motion to authorize the sale and/or disposal of surplus property.
8. Consider a motion to ratify the procurement contract with Eaton for five Gateway 801 communication devices for \$11,220.00.
9. Consider a motion to ratify the procurement contract with Power Process Equipment for WAS Transfer Pump parts for \$3,846.22.

- [10.](#) Consider a motion to ratify the procurement contract with Power Process Equipment for pump parts for rebuilding the Moyno 2000 primary sludge pump for \$17,594.28.
- [11.](#) Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for a control panel for Lift Station 6 for \$16,490.
- [12.](#) Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for a control panel for Lift Station 7 for \$16,490.
- [13.](#) Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for pumps for Lift Station 6 for \$14,600.
- [14.](#) Consider a motion to ratify the procurement contract with Quality Flow Systems Inc for pumps for Lift Station 7 for \$14,600
- [15.](#) Consider a motion to ratify the procurement contract with WinCan LLC for Collections System Integration Software for \$12,235.
- [16.](#) Consider a motion to ratify the procurement contract with Frontier Precision for GPS receivers for the iPads for \$4,656.60.

SETTING OF REGULAR AGENDA: This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

ADMINISTRATION:

- [17.](#) Consider a motion to rescind Section 7, paragraphs 1 and 3 of the existing Water System Policy, to adopt the new Water Hydrant Use Policy and new Water Hydrant Use Agreement, and to adopt the revised Water And Sewer Ancillary Charges Policy.
- [18.](#) Review Administration Department Monthly Report

BUSINESS SERVICES DEPARTMENT:

- [19.](#) Consider a motion to ratify the procurement contract with Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) Advisory Services for \$20,000.
- [20.](#) Review Business Services Department Monthly Report

ELECTRIC DEPARTMENT:

- [21.](#) Review Electric Department Report

WATER AND WASTEWATER DEPARTMENT:

- [22.](#) Review Water-Wastewater Department Report

SAFETY REPORT:

- [23.](#) Review Safety Monthly Report

ADJOURNMENT:

The next Regular Work Session is scheduled for Tuesday, April 26, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, May 11, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 and we will provide you with a copy of the policy.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING MINUTES

Wednesday, March 09, 2022

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, March 9 in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

The meeting was called to order by President Stanley at 4:06 PM.

CALL OF ROLL:

PRESENT: President Tom Stanley, Commissioner Rick Blake, Commissioner Rick Smith
 ABSENT with notice: Secretary Luke Francisco, one vacancy

PUBLIC FORUM:

None

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the February 9, 2022 Regular Meeting.

A motion was made by Commissioner Rick Smith, Seconded by Commissioner Rick Blake to approve the February 9, 2022 minutes.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Smith

VERIFIED CLAIMS:

2. Consider a motion to approve the verified claims for February 2022 in the amount of \$1,920,055.27.

A motion was made by Commissioner Rick Blake, Seconded by Commissioner Rick Smith to approve the verified claims for February 2022 in the amount of \$1,920,055.27.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Rick Blake, Commissioner Rick Smith

COMMISSION REPORTS:

None.

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

A motion made by Commissioner Rick Smith, Seconded by Commissioner Rick Blake to approve the Consent Agenda as read.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Smith

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for February 2022.

Approved by consent agenda vote.

4. Consider a motion to approve the sale of Mitsubishi FG35A 185T-S Forklift, Serial #AF13D-50020, "as is" condition to City of Grand Rapids for \$4,000.

Approved by consent agenda vote.

5. Consider a motion to approve the procurement contract with Triton for a 5 MVA transformer in the amount of \$124,565.00 and authorize the General Manager to sign the contract.

Approved by consent agenda vote.

6. Consider a motion to approve the procurement contract with Schwing Bioset for one screw section for the custom screw conveyor in the WWT solids process building for \$37,243.52

Approved by consent agenda vote.

SETTING OF REGULAR AGENDA: This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

7. Consider a motion to approve the regular agenda.

A motion made by Commissioner Rick Blake, Seconded by Commissioner Rick Smith to approve the Regular Agenda as presented.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Smith

ADMINISTRATION:

8. Consider the election of the 2022 GRPU Commission Officers of President and Secretary.

President Stanley called for nominations for the office of Grand Rapids Public Utilities Commission President.

Commissioner Rick Blake nominated Tom Stanley for the office of President.

President Stanley called for additional nominations three times. Hearing none, President Stanley closed the nominations.

There being only one nomination for President, President Stanley called for the vote.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Rick Blake, Commissioner Rick Smith

President Stanley called for nominations for the office of Grand Rapids Public Utilities Commission Secretary.

Commissioner Rick Smith nominated Commissioner Luke Francisco for the office of Commission Secretary, seconded by Commissioner Rick Blake.

President Stanley called for additional nominations three times. Hearing none, President Stanley closed the nominations.

There being only one nomination for Secretary, President Stanley called for the vote.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Rick Blake, Commissioner Rick Smith

9. Consider a motion to declare a vacancy exists for the Maintenance I position and up to two more vacancies that may exist as a result of filling the Maintenance I position and authorize the internal postings for those vacancies.

A motion made by Commissioner Rick Smith, Seconded by Commissioner Rick Blake to declare a vacancy exists for the Maintenance I position and up to two more vacancies that may exist as a result of filling the Maintenance I position, and authorize the internal postings for those vacancies.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Smith

10. Consider a motion to approve the updated Journey Line Worker position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.

A motion made by Commissioner Rick Blake, Seconded by Commissioner Rick Smith to approve the updated Journey Line Worker position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Smith

11. Review Administration Department Monthly Report

General Manager Julie Kennedy reviewed the March Administration Department Report with the Commission.

BUSINESS SERVICES DEPARTMENT:

12. Review Business Services Department Monthly Report

Business Services Manager Jean Lane reviewed the March Business Services Department Report with the Commission.

ELECTRIC DEPARTMENT:

13. Review Electric Department Monthly Report

Electric Department Manager Jeremy Goodell reviewed the March Electric Department Report with the Commission.

WATER AND WASTEWATER DEPARTMENT:

14. Review Water-Wastewater Department Monthly Report

Water/Wastewater Department Manager Steve Mattson reviewed the March Water and Wastewater Department Report with the Commission.

SAFETY REPORT:

15. Review Safety Monthly Report

General Manager Julie Kennedy reviewed the March Safety Report with the Commission.

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 4:45 PM.



The next Regular Meeting of the Commission is scheduled for Wednesday, April 13, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Work Session is scheduled for Tuesday, March 22, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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GRAND RAPIDS PUBLIC UTILITIES COMMISSION REGULAR WORK SESSION MEETING MINUTES

Item 1.

Tuesday, March 22, 2022

8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Work Session Meeting of the Grand Rapids Public Utilities Commission was held on Tuesday, March 22, 2022 in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

The meeting was called to order by President Stanley at 8:05 AM.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Rick Blake, Commissioner Rick Smith, Commissioner Nancy Saxhaug

Also present: General Manager Julie Kennedy, Business Services Manager Jean Lane, Electric Department Manager Jeremy Goodell, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Carrie Jo Kruger

BUSINESS:

1. Consider a motion to approve the verified claims for February & March 2022 in the amount \$145,906.29.

A motion was made by Secretary Luke Francisco, seconded by Commissioner Rick Blake to approve the verified claims for February & March 2022 in the amount \$145,906.29.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Secretary Luke Francisco, Commissioner Rick Blake, Commissioner Rick Smith, Commissioner Nancy Saxhaug

2. Governance

Discussion regarding governance and process to review and approve at future Commission meetings.

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 9:25 AM.

Respectfully submitted: Carrie Jo Kruger, Administrative/HR Assistant

The next Regular Meeting of the Commission is scheduled for Wednesday, April 13, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Work Session is scheduled for Tuesday, April 26, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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Item 1.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to approve the verified claims for March 2022 in the amount \$ 1,890,159.72.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers: \$1,890,159.72

Computer check register \$ 1,425,761.85

Manual check register \$464,397.87

Total \$ 1,890,159.72

RECOMMENDATION:

Consider a motion to approve the verified claims for March 2022 in the amount of \$ 1,890,159.72.

Computer check register \$1,425,761.85

Manual check register \$464,397.87

Public Utilities Commission
Accounts Payable
March 2022
(Meeting Date: 04/13/2022)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
APG Media	962.31	North Central Laboratores	964.27
Aramark	93.43	Northland Portables	115.60
Border States	20,026.63	NOS Automation	420.00
Bunes Septic Service	195.00	Pitney Bowes	226.08
Burggraf's	399.99	Pioneer Critical Power	2,094.47
Busy Bees	1,296.00	Polydyne	55,575.00
CarQuest	8.99	POSI Engineering	5,006.00
BCB Technology Solutions	7,262.50	Rapids Radio	1,344.00
City of Grand Rapids	2,262.85	Resco	16,718.75
Cogsdale	6,720.00	RMB Environmental Lab	570.00
Coles	454.41	Power Process	1,258.38
Compass Minerals	4,042.88	Sandstrom's	372.30
Core & Main	2,472.65	Scooter's Septic Service	250.00
CW Technology	4,960.50	Strategic Insights	775.00
Dakota Supply Group	18.48	Stuart Irby	178,245.05
Deerwood Bank	98,106.12	TNT Construction	1,813.00
Electric Pump	778.06	Treasure Bay	669.75
Fastenal	1,930.16	Viking Electric	729.52
Faster Solutions	330.00	WDIO	2,065.00
Gopher State One	41.85	Wesco	3,393.00
Grainger	487.60	Xerox	92.13
Graybar	554.38		
Hach	483.47	Energy Efficiency Rebate:	
Hawkins	14,634.08	James Glowacki	250.00
Industrial Lubricant	341.80	Steve Mero	200.00
InLighten	788.00	Pokegama Plaza	3631.58
Innovative Office Solutions	284.39	Scott Schotl	70.00
L & M Supply	81.92		
Loren Solberg Consulting	1,629.31		
Martin's Snowplow & Equipment	56.31		
McMaster-Carr	1,476.25		
Meds-1	167.14		
Minnesota Municipal Utilities	6,542.50		
Minnesota Power	969,023.01		
			1,425,761.85

March 2022 Check Register

Item 2.

Document Date	Check #	Vendor Name	Document Amount	
3/1/2022		4582 Northeast Service Cooperative	54,675.00	3/31/2022
3/1/2022		4583 Northeast Service Cooperative	4,014.00	3/31/2022
3/11/2022		4584 Public Employees Retirement Association	16,182.52	3/11/2022
3/11/2022		4585 Minnesota Dept. of Revenue	4,757.50	3/11/2022
3/11/2022		4586 Wells Fargo Bank	27,597.15	3/11/2022
3/11/2022		4587 Empower Retirement	8,885.19	3/11/2022
3/6/2022		4588 Invoice Cloud	2,458.25	3/31/2022
3/18/2022		4589 Minnesota Department of Revenue	33,850.00	3/31/2022
3/18/2022		4590 Further	105.40	3/31/2022
3/18/2022		4591 Further	1,257.33	3/31/2022
3/23/2022		4592 Empower Retirement	690.87	3/31/2022
3/25/2022		4593 Public Employees Retirement Association	15,408.28	3/25/2022
3/25/2022		4594 Minnesota Dept. of Revenue	4,448.38	3/25/2022
3/25/2022		4595 Wells Fargo Bank	25,752.78	3/25/2022
3/25/2022		4596 Empower Retirement	8,462.15	3/25/2022
3/31/2022		4597 Minnesota Dept. of Revenue	233.73	3/31/2022
3/31/2022		4598 Wells Fargo Bank	1,394.89	3/31/2022
3/11/2022		4599 Wells Fargo Bank	183.34	3/31/2022
3/29/2022		4600 TASC	45.00	3/31/2022
3/28/2022		4601 Further	1,257.33	3/31/2022
3/4/2022		79451 First Net / AT & T Mobility	315.21	3/4/2022
3/4/2022		79452 Further	90.75	3/4/2022
3/4/2022		79453 Mattson, Steve	53.24	3/4/2022
3/4/2022		79454 Postage By Phone System	5,000.00	3/4/2022
3/4/2022		79455 Potter, Kyle	189.99	3/4/2022
3/4/2022		79456 U S Bank Equipment Finance	347.30	3/4/2022
3/4/2022		79457 United Parcel Service	32.80	3/4/2022
3/4/2022		79458 Verizon Wireless	2,548.69	3/4/2022
3/4/2022		79459 Xerox Corporation	76.36	3/4/2022
3/11/2022		79537 MN Child Support Payment Center	356.25	3/11/2022
3/11/2022		79538 NCPERS Group Life Ins	96.00	3/11/2022
3/15/2022		79539 City of LaPrairie	13,367.89	3/31/2022
3/15/2022		79540 City of LaPrairie	12,875.96	3/31/2022
3/15/2022		79541 Customer Refunds- Utility Accounts	54.33	3/31/2022
3/15/2022		79542 Customer Refunds- Utility Accounts	113.38	3/31/2022
3/15/2022		79543 Customer Refunds- Utility Accounts	10.22	3/31/2022
3/15/2022		79544 Customer Refunds- Utility Accounts	63.61	3/31/2022
3/16/2022		79545 Minnesota Energy Resources Corp.	18.00	3/16/2022
3/16/2022		79546 Wells Fargo Business Card - JK	667.87	3/16/2022
3/16/2022		79547 Wells Fargo Business Card -SM	74.81	3/16/2022
3/16/2022		79548 Wells Fargo Business Card- JG	481.13	3/16/2022
3/18/2022		79549 Triton	62,282.50	3/18/2022 **
3/23/2022		79605 Julie Kennedy - Petty Cash	340.24	3/31/2022
3/23/2022		79606 Customer Refunds- Utility Accounts	86.21	3/31/2022
3/23/2022		79607 Customer Refunds- Utility Accounts	64.81	3/31/2022
3/23/2022		79608 Customer Refunds- Utility Accounts	4,266.84	3/31/2022

3/23/2022	79609 Customer Refunds- Utility Accounts	99.55	3/31/2022
3/25/2022	79610 MN Child Support Payment Center	356.25	3/25/2022
3/25/2022	79611 Minnesota Council 65	1,759.50	3/25/2022
3/25/2022	79612 Thelen, James G	135.00	3/25/2022
3/25/2022	79613 Customer Refunds- Utility Accounts	169.56	3/31/2022
3/25/2022	79614 Customer Refunds- Utility Accounts	105.72	3/31/2022
3/25/2022	79615 Customer Refunds- Utility Accounts	89.55	3/31/2022
3/25/2022	79616 Customer Refunds- Utility Accounts	8.84	3/31/2022
3/30/2022	79617 First Net / AT & T Mobility	315.21	3/30/2022
3/30/2022	79618 Further	90.75	3/30/2022
3/30/2022	79619 Minnesota Energy Resources Corp.	36.27	3/30/2022
3/30/2022	79620 Rundell, Eric	403.90	3/30/2022
3/30/2022	79621 United Parcel Service	149.38	3/30/2022
3/30/2022	79622 Verizon Wireless	1,719.48	3/30/2022
3/30/2022	79623 Xerox Corporation	174.74	3/30/2022
3/31/2022	79624 City of Grand Rapids	70,624.86	3/31/2022
3/31/2022	79625 City of Grand Rapids	292.50	3/31/2022
3/31/2022	79626 City of Grand Rapids	72,333.33	3/31/2022

Item 2.

Checks Previously Approved **	62,282.50 **
Manual Checks to be approved	402,115.37
Total Manual Checks	464,397.87



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for March 2022.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

Please see attached reports:

GRPUC Cash Receipts and Disbursements for the Month of March 2022 and Verification of City Treasurer’s Balance

GRPUC Investment Activity

Graphics – March Historical Investment Balances and Monthly Investment Balances 2002-2022

RECOMMENDATION:

Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for March 2022.

**CITY OF GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
CASH RECEIPTS AND DISBURSEMENTS FOR THE MONTH OF MARCH 2022**

TREASURER'S BALANCE FEBRUARY 28, 2022		\$ 4,197,463.74
Deposits	2,895,261.76	
Redeposits-Checks	-	
Redeposits-ACH	-	
Bank Adjustments	-	
		2,895,261.76
Less Disbursements	(1,974,172.75)	
NSF Checks	(479.16)	
ACH Returns	(1,122.88)	
Bank Adjustments	-	
		(1,975,774.79)
TREASURER'S BALANCE MARCH 31, 2022		\$ 5,116,950.71

VERIFICATION OF TREASURER'S BALANCE

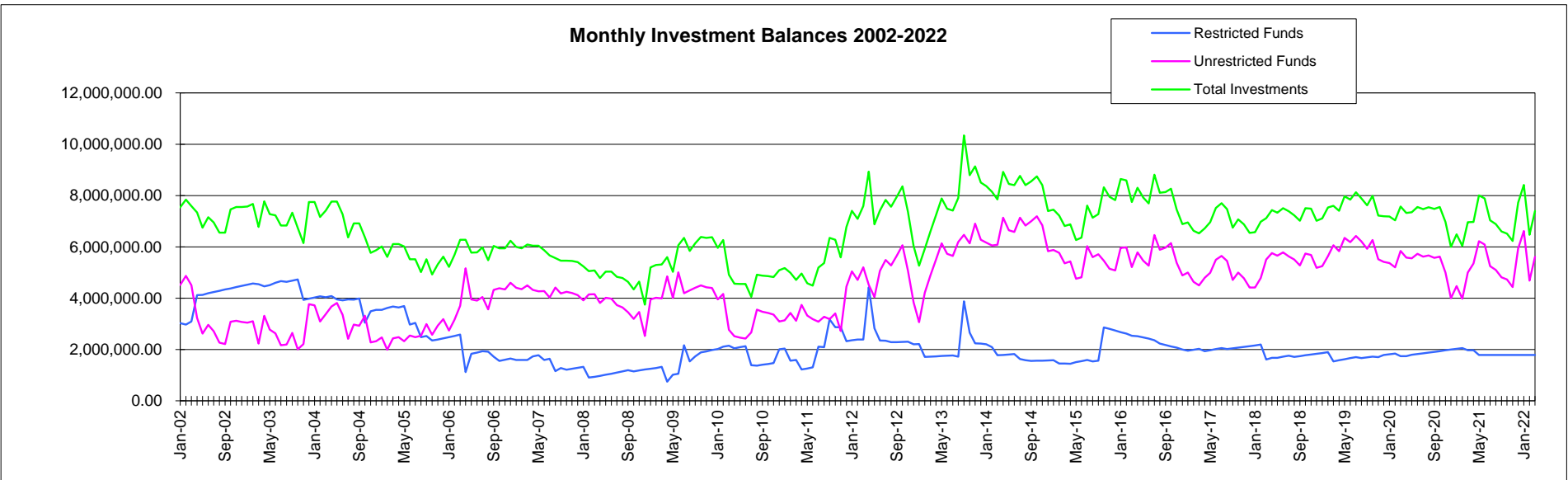
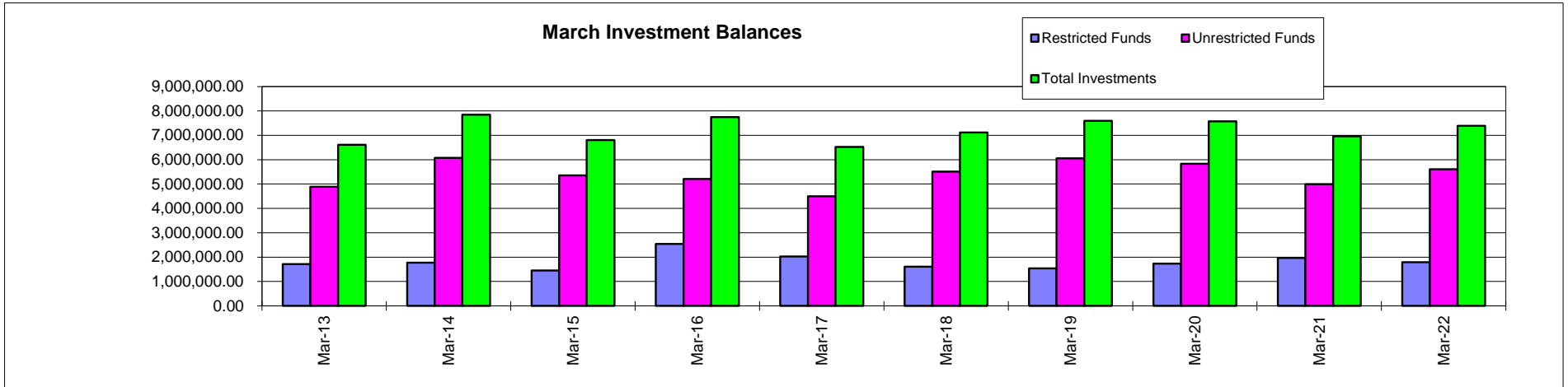
WELLS FARGO BANK BALANCE MARCH 31, 2022		\$ 5,353,850.96
Add: Deposits in Transit		21,508.16
Less: Outstanding Checks		(258,408.41)
		(258,408.41)
TREASURER'S BALANCE MARCH 31, 2022		\$ 5,116,950.71

**Grand Rapids Public Utilities Commission
Investment Activity
March 2022**

Beginning Balance Cash and Investments	\$ 6,472,995.65	
 Redeemed:		
None		-
		-
 Invested:		
None		-
 Change in checking account balance	 919,486.97	 *
 Total Cash and Investments	 <u>\$ 7,392,482.62</u>	
 Less: Restricted and Designated Funds		
Restricted Funds:		
Sanitary Sewer Collection/Treatment Infrastructure Fund:		
Wastewater Treatment Plant	\$ 1,530.25	
Trunk Main	69,572.84	
Customer Deposits	390,467.26	
Customer Deposits - Antenna Fees	41,593.10	
Electric Capital Replacement Fund	561,878.01	
Water Capital Replacement Fund	569,001.09	
Sewer Capital Replacement Fund	154,444.56	
 Designated Funds:		
Disaster Recovery Fund	1,500,000.00	
Total Restricted and Designated Funds	<u>\$ 3,288,487.11</u>	
 Net Cash and Investments	 <u><u>\$ 4,103,995.51</u></u>	

Note:

	Mar-13	Mar-14	Mar-15	Mar-16	Mar-17	Mar-18	Mar-19	Mar-20	Mar-21	Mar-22
Restricted Funds	1,719,303.43	1,773,782.85	1,450,910.58	2,538,460.36	2,027,514.28	1,605,400.70	1,537,422.48	1,737,456.42	1,965,727.85	1,788,487.11
Unrestricted Funds	4,892,020.94	6,075,663.00	5,358,071.58	5,206,419.53	4,500,178.67	5,508,147.98	6,058,365.78	5,835,167.02	4,996,291.89	5,603,995.51
Total Investments	6,611,324.37	7,849,445.85	6,808,982.16	7,744,879.89	6,527,692.95	7,113,548.68	7,595,788.26	7,572,623.44	6,962,019.74	7,392,482.62
Minimum cash reserve			4,542,427.00	4,828,355.00	4,707,627.00	4,719,921.00	4,887,919.00	4,901,155.00	4,610,534.00	4,610,534.00





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to confirm filling the Maintenance I position with the preferred candidate, Mr. Corey Dimich.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

At the March 9, 2022 regular meeting, the Commission declared a vacancy existed for the Maintenance I position and authorized the internal posting. Following the internal posting for the position, we collected one application. An interview with the applicant, Corey Dimich, was conducted and Corey was offered the position on March 18.

Corey has extensive maintenance training, including a four-year millwright apprenticeship and a three-year pipe fitting apprenticeship. Corey holds numerous industrial certifications, including welding, rigging, aerial lift platform, and forklift operation. Corey has been doing maintenance work at GRPU since 2015 and has since acquired his Class D wastewater operator license, Class 3 landfill license, and a Class B CDL with air brake and tanker endorsement. Corey exemplifies safe work practices and has received several accolades based on peer recognition.

Management staff recommends the Commission formally confirm filling the vacancy of the Maintenance I position with the preferred candidate, Corey Dimich.

RECOMMENDATION:

Consider a motion to confirm filling the Maintenance I position with the preferred candidate, Mr. Corey Dimich.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the declaration of a Maintenance II vacancy and confirm filling that position with the preferred candidate, Mr. Jason Smith.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

At the March 9, 2022 Regular meeting, the Commission declared a vacancy existed for the Maintenance I position and up to two more vacancies that may exist as a result of filling that position.

With the internal promotion of Corey Dimich from Maintenance II to Maintenance I, we had a vacancy in the Maintenance II position. Following the internal posting for Maintenance II, we collected two applications. The applications were ranked and interviews were conducted on March 31. Jason Smith, currently a Maintenance III, was offered the promotion to the Maintenance II position.

Jason has worked as a licensed pipefitter for over 28 years in numerous industrial facilities. His duties included maintenance and inspection as well as serving as foreman and general foreman of many projects. He brings a wealth of safety knowledge from extensive OSHA and MSHA training.

Management staff recommends the Commission formally confirm filling the vacancy of the Maintenance II position with the preferred candidate, Jason Smith.

RECOMMENDATION:

Consider a motion to ratify the declaration of a Maintenance II vacancy and confirm filling that position with the preferred candidate, Mr. Jason Smith.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the declaration of a Maintenance III vacancy and authorize staff to use the December 2021 Maintenance III external applicant pool for this vacancy.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

At the March 9, 2022 Regular meeting, the Commission declared a vacancy existed for the Maintenance I position and up to two more vacancies that may exist as a result of filling that position.

With the internal promotion of Jason Smith from Maintenance III to Maintenance II, we had a vacancy in the Maintenance III position. Following the internal posting for Maintenance III, we collected no applications.

Administration staff has consulted with legal counsel and agree it is reasonable to go back to the December 2021 Maintenance III external applicant pool to see if any of these applicants would be interested in filling the new Maintenance III position.

RECOMMENDATION:

Consider a motion to ratify the declaration of a Maintenance III vacancy and authorize staff to use the December 2021 Maintenance III external applicant pool for this vacancy.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to authorize the sale and/or disposal of surplus property.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

The items shown in the attached document are no longer of use to the utility and are considered surplus property. In accordance with MN Statutes and Rules, we would like to sell, recycle, dispose of, or donate the items through means of public auction.

Grand Rapids Public Utilities will sell used surplus equipment and material by sealed bid at the GRPU Service Center, 500 SE 4th Street, Grand Rapids, MN. Items will be available for inspection through Thursday, April 26, 2022 between the hours of 9:00 AM – 4:00 PM. Items are being sold for parts and are “as is”. Some items will require minimum bids. Bid forms will be received until 1:00 PM on Thursday, April 26, 2022 at which time they will be publicly opened and read aloud. Successful bidders will be notified by phone if not present. The expense to remove the bid item(s) and the liability in moving the same is the sole responsibility of the successful bidder. Unless special arrangements are made, all bid items must be removed between the hours of 9:00 AM to 3:30 PM on Friday, April 29, 2022. Grand Rapids Public Utilities reserves the right to reject any or all bids or award upon such basis as they may deem to be in the utility’s best interest.

RECOMMENDATION:

Consider a motion to authorize the sale and/or disposal of surplus property.

GRAND RAPIDS PUBLIC UTILITIES SURPLUS EQUIPMENT SALE

Grand Rapids Public Utilities will sell used surplus equipment and material by sealed bid at the GRPU Service Center, 500 SE 4th Street, Grand Rapids, MN. Items will be available for inspection through Thursday, April 26, 2022 between the hours of 9:00 AM – 4:00 PM. Items are being sold for parts and are “as is”. Some items will require minimum bids. Bid forms will be received until 1:00 PM on Thursday, April 26, 2022 at which time they will be publicly opened and read aloud. Successful bidders will be notified by phone if not present. The expense to remove the bid item(s) and the liability in moving the same is the sole responsibility of the successful bidder. Unless special arrangements are made, all bid items must be removed between the hours of 9:00 AM to 3:30 PM on Friday, April 29, 2022. Grand Rapids Public Utilities reserves the right to reject any or all bids or award upon such basis as they may deem to be in the utility’s best interest.

GRPU SURPLUS EQUIPMENT BID FORM

Item: Homelite 80 GPM 3" gas-powered water pump. Has not been used in several years and currently does not run.

Quantity: 1

Minimum Bid: \$1.00

Bidder Information

Name: _____

Phone: _____

Bid Amount: _____



GRPU SURPLUS EQUIPMENT BID FORM

Item: Crown submersible pump and spare parts. New condition.

Quantity: 2 (one pump and parts set per bid)

Minimum Bid: \$1.00 each

Bidder Information

Name: _____

Phone: _____

Bid Amount: _____





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Eaton for five Gateway 801 communication devices for \$11,220.00.

PREPARED BY: Jeremy Goodell, Electric Department Manager

BACKGROUND:

This procurement is for an approved capital project with a budget of \$12,488.00. See attached Budget Project Detail Sheet.

\$0.00 has been spent to date.

The GRPUC Procurement Policy was followed and this is a sole source purchase.

The Vendor's Certificate of Insurance has been verified to meet the contract requirements and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Eaton for five Gateway 801 communication devices for \$11,220.00.

Capital Improvement Plan

Grand Rapids Public Utilities Commission

Data in Year 2022

Department 1-Electric
 Contact Jeremy Goodell
 Type Unassigned
 Useful Life 20
 Category Electric System
 Priority 01 - Required
 Status Active

Project # ELEC2220
 Project Name AMI Gateway Replacement

Total Project Cost: \$12,488

Description
 Replace failed gateways with new model AMI gateways

Justification
 Failed gateways and lack of a spare gateway.
 Antenna: (\$40) x (2) = \$80
 Modem: (\$700) x (2) = \$1400
 Gateway: (\$2200) x (4) = \$9600
 Labor: (\$44) x (4 hrs ea) x 4 = \$704

Expenditures	2022	2023	2024	2025	2026	Total
Purchases	11,784					11,784
Labor	704					704
Total	12,488					12,488

Funding Sources	2022	2023	2024	2025	2026	Total
Rplcmt Fund-Electric Infrastructure	12,488					12,488
Total	12,488					12,488

Budget Impact/Other

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**” or “**Licensee**”), and EATON, Cannon Technologies, INC. a corporation, located at 3033 Campus Drive – Suite 350N, Minneapolis, MN 55441 (“**Contractor**” or “**Licensor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for five Gateway 801 communication devices for GRPU automated meter information system. (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract. This is a single source vendor purchase as this vendor was the vendor previously selected through the GRPU procurement policy for the automated information meter information system.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is February 1, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 June 30, 2022.

1.2 All of Contractor’s obligations have been satisfactorily fulfilled.

1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.

1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor, if after providing Contractor with written notice of such breach, Contractor has not commenced to cure the breach.

1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC

containing any GRPUC's confidential information or GRPUC's work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor's Duties

2.1 The Contractor shall:

Provide goods listed as five (5) each Gateway 801 communication devices.

(The services (if any) to be provided by Contractor to GRPUC are referred to as the "**Services.**") The goods (if any) to be provided by Contractor to GRPUC are referred to as the "**Goods.**"). Contractor's precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit B.**

2.2 GRPUC may make changes to the general scope of Goods and Services by written notice to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor's obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense.

2.4 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions.

2.5 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.6 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

2.7 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance ("**Encumbrance**"). Contractor warrants to GRPUC that the products provided under this Agreement will be free from defects in material and workmanship when used in accordance with Contractor's operating instructions. Contractor will, if given prompt notice by GRPUC, correct, by repair or replacement at Contractor's option, any defect that appears under proper and normal use of the purchased products within one (1) year after installation of the products, but not exceeding eighteen (18) months from date of shipment. The furnishing of warranty repairs or replacement will not extend the original warranty period. Contractor will not be

liable for the following costs relating to the products to be repaired or replaced: (a) removal; (b) reinstallation; (c) transportation to Contractor's facilities; or (d) any other cost incidental to the foregoing. However, Contractor will pay for transportation of repaired or replaced products from Contractor's facilities to GRPUC's facilities.

2.8 Contractor warrants to GRPUC that the services provided under this Agreement will be free from material errors and from defects in workmanship, for a period of one year after the provision of the service at issue. Contractor, if given prompt notice by GRPUC, will, at its option, re-perform the services at issue or refund the purchase price of the services at issue. The options under this limited warranty are GRPUC's sole and exclusive remedy for failure of the products or services provided under this Agreement to be as warranted.

2.9 EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, CONTRACTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. CONTRACTOR'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES AT ISSUE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS OR FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE

2.10 Contractor has all risk of loss until delivery of the Goods.

3. Consideration and Payment

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

3.1.1 Compensation. The Contractor will be paid Eleven Thousand Dollars and no cents (\$11,000.00) plus Two Hundred Twenty Dollars and no cents for shipping charges (\$220.00) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Eleven Thousand Two Hundred Twenty Dollars and no cents (\$11,220.00).

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

4. Authorized Representative

GRPUC's Authorized Representative is Jeremy Goodell at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218-326-7024 or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Jim Roche at the following business address, and the following telephone number: +1 763 543 7779, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. Subcontracting. Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

6. Miscellaneous.

6.1 General. No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor's rights or obligations hereunder without the prior written consent of GRPUC, which shall not be unreasonable withheld. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys' fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venturer, or agent of GRPUC. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it

nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party's prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

6.2 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Jeremy Goodell
Email: jjgoodel@grpuc.org

CANNON TECHNOLOGIES,
INC.
3033 Campus Drive – Suite350N
Minneapolis, MN
Attn: Jim Roche_ and EAS Internal
Sales
Email: jimfroche@eaton.com and
EASInternalSales@Eaton.com

7. **Limitation of Liability** THE REMEDIES OF THE GRPUC SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF CONTRACTOR TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF GRPUC OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED

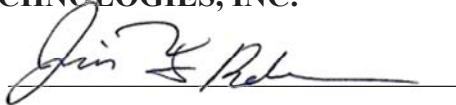
8. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

EATON CANNON
TECHNOLOGIES, INC.

By: 

Print Name: Jim Roche

Title: Product Line Manager, AMI

Date: 02/08/2022

Grand Rapids Public Utilities Commission

By: 

Print Name: Julie A. Kennedy

Title: General Manager

Date: 3/7/2022

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. Contractor must submitted to GRPUC's Authorized Representative insurance policies listed below upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Workers' Compensation Insurance.** Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

Exhibit B: Specifications, Duties, and Scope of Work

5 EA GATEWAY 801 32801X42G55 \$2,200.00/each \$ 11,000.00

LEAD TIME 8 WEEKS, ARO

Commodity code 8517620050 5.000 Country of origin US Customer needs Yukon v7.5.1+ and RF Release Pkg FW v9.0+

Exhibit C: Price and Payment Schedule

5 Gateway 801 at \$2,200.00/each	\$11,000.00
Shipping	220.00
Total not to exceed	\$11,220.00

Payment will be made within 30 days after receipt and acceptance of the goods and receipt of an uncontested invoice. Paid by check in US Dollars.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Power Process Equipment for WAS Transfer Pump parts for \$3,846.22.

PREPARED BY: Steve Mattson

BACKGROUND:

This procurement is for an approved Wastewater Treatment operating project with a budget of \$5,100. \$0 has been spent to date.

The GRPUC Procurement Policy was followed and this is a sole source purchase.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Power Process Equipment for WAS Transfer Pump parts for \$3,846.22.

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Power Process Equipment, Inc, located at 1660 Lake Drive W Chanhassen, MN 55317 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractor Power Process Equipment Inc. (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is April 1, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 June 1st, 2022.

1.2 All of Contractor’s obligations have been satisfactorily fulfilled.

1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.

1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.

1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor's Duties

2.1 The Contractor shall: Provide parts for Cornell Was Transfer pump 2.

A15016E-20 03/16/2022 EA 1.00 \$85.00 85.00 Y BEARING

A17064K-40 03/16/2022 EA 1.00 \$980.76 980.76 Y CYCLOSEAL 1.62 TC/SC TYPE 2

A17073E-18 03/16/2022 EA 1.00 \$67.46 67.46 Y LIP SEAL

A21546B-6-YB 03/30/2022 EA 1.00 \$823.00 823.00 Y WEAR RING, IMPELLER

A659AD-197-GA 03/16/2022 EA 1.00 \$52.31 52.31 Y VOLUTE GASKET

B4437-14-SP 03/16/2022 EA 1.00 \$1,587.69 1,587.69 Y SHAFT, CORNELL

A11140-197-GB 03/16/2022 EA 1.00 \$0.00 0.00 Y BEARING COVER GASKET

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services.**” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods.**”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit B.**

2.2 GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor’s obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless GRPUC from and against any expense or cost incurred by reason of any such violation by Contractor.

2.4 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.5 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.6 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

2.7 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance (“**Encumbrance**”), and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall execute and deliver such additional documents and take such further actions as may be necessary to transfer Contractor’s right, title and interest in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.]

3. **Consideration and Payment**

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

3.1.1 Compensation. The Contractor will be paid Three thousand five hundred and ninety six dollars and twenty two cents (\$3,596.22) plus shipping not to exceed \$250.

3.1.2 **Exhibit C.**

3.1.3 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Three Thousand eight hundred and forty six dollars and twenty two cents. (\$3,846.22)

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

4. **Authorized Representative**

GRPUC’s Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Contractor’s performance.

Contractor’s Authorized Representative is John Sayer Jr at the following business address: 1660 Lake Drive W Chanhassen, MN 55317, and the following telephone number: 952-937-1000, or his/her successor. If the Contractor’s Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Subcontracting.** Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

7. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter ("**GRPUC Property**") prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

8. **GRPUC Audits.** The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

9. **Miscellaneous.**

9.1 General. No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party

regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys' fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venture, or agent of GRPUC. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party's prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

9.2 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
Address:
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Steve Mattson
Email: srmattton@gmail.org

Contractor
Address:
1660 Lake Drive W
Chanhassen, MN 55317
Attn: John Sayer Jr
Email: Jsayer@powerprocess.net

10. Exhibits


The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Power Process Equipment Inc.

Grand Rapids Public Utilities Commission

By: 

By: Julie Kennedy 04/07/2022

Print Name: John Sayer

Print Name: Julie A. Kennedy

Title: Service Vendor

Title: General Manager

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverages should be included: Owned, Hired, and Non-owned Automobile.

3.3 Workers' Compensation Insurance. Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

Exhibit B: Specifications, Duties, and Scope of Work

Provide parts for Cornell Was Transfer pump No. 2

A15016E-20 03/16/2022 EA 1.00 \$85.00 Y BEARING

A17064K-40 03/16/2022 EA 1.00 \$980.76 Y CYCLOSEAL 1.62 TC/SC TYPE 2

A17073E-18 03/16/2022 EA 1.00 \$67.46 Y LIP SEAL

A21546B-6-YB 03/30/2022 EA 1.00 \$823.00 Y WEAR RING, IMPELLER

A659AD-197-GA 03/16/2022 EA 1.00 \$52.31 Y VOLUTE GASKET

B4437-14-SP 03/16/2022 EA 1.00 \$1,587.69 Y SHAFT, CORNELL

A11140-197-GB 03/16/2022 EA 1.00 \$0.00 Y BEARING COVER GASKET

Exhibit C: Price and Payment Schedule

Price for pump parts is Three thousand five hundred and ninety six dollars and twenty two cents (\$3,596.22) plus shipping not to exceed \$250

The total obligation and liability of GRPUC under this Contract will not exceed Three Thousand eight hundred and forty six dollars and twenty two cents. (\$3,846.22)

Payment after receipt and acceptance of goods by Grand Rapids Public Utilities.

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Power Process Equipment for pump parts for rebuilding the Moyno 2000 primary sludge pump for \$17,594.28.

PREPARED BY: Steve Mattson

BACKGROUND:

This procurement is for an approved Wastewater Treatment operating project with a budget of \$22,200. \$3,437 has been spent to date.

The GRPUC Procurement Policy was followed and this is a sole source purchase.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Power Process Equipment for pump parts for rebuilding the Moyno 2000 primary sludge pump for \$17,594.28.

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Power Process Equipment, Inc, located at 1660 Lake Drive W Chanhassen, MN 55317 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

- A. GRPUC has solicited and received quotations from contractors Power Process Equipment Inc., and PFC Equipment, Inc. (“**Solicitation**”);
- B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
- C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is April 1, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:
- 1.1 June 1st, 2022.
 - 1.2 All of Contractor’s obligations have been satisfactorily fulfilled.
 - 1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.
 - 1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.
 - 1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor's Duties

2.1 The Contractor shall: Provide

Parts for a moyno 2A pump for clarifier 2-Model 2G115G1 pump to rebuild pump from quote# 1023571-000

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services.**” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods.**”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit B.**

2.2 GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor’s obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless GRPUC from and against any expense or cost incurred by reason of any such violation by Contractor.

2.4 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.5 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.6 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

2.7 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance (“**Encumbrance**”), and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall execute and deliver such additional documents and take such further actions as may be necessary to transfer Contractor’s right, title and interest

in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.]

3. Consideration and Payment

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

3.1.1 Compensation. The Contractor will be paid Sixteen Thousand Five hundred and Ninety Four dollars and Twenty Eight Cents (\$16,594.28.00) Plus Shipping Costs not to exceed \$1000. **Exhibit C.**

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Seventeen Thousand Five Hundred and Ninety Four Dollars and Twenty Eight Cents. (\$17,594.28).

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C.** GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is John Sayer Jr at the following business address: 1660 Lake Drive W Chanhassen, MN 55317, and the following telephone number: 952-937-1000, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Subcontracting.** Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

7. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter (“**GRPUC Property**”) prepared, delivered, procured, or produced in relation to Contractor’s obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

8. **GRPUC Audits.** The Contractor’s books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

9. **Miscellaneous.**

9.1 General. No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor’s rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys’ fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venturer, or agent of GRPUC. When Contractor’s employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party’s prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of

this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

9.2 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
Address:
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Steve Mattson
Email: srmattton@gmail.org

Contractor
Address:
1660 Lake Drive W
Chanhausen, MN 55317
Attn: John Sayer Jr
Email: Jsayer@powerprocess.net

10. Exhibits

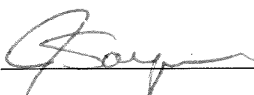
The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:


- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Power Process Equipment Inc

Grand Rapids Public Utilities Commission

By: 

By:  04/08/2022

Print Name: John Sayer

Print Name: Julie A. Kennedy

Title: Service Vendor

Title: General Manager

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverages should be included: Owned, Hired, and Non-owned Automobile.

3.3 Workers' Compensation Insurance. Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

Exhibit B: Specifications, Duties, and Scope of Work

Purchase Pump Parts for moyno pump 2A for clarifier 2, from quote#: 1023571-000 to rebuild Moyno Pump Model 2G115G1

Exhibit C: Price and Payment Schedule

Price for pump parts is Sixteen Thousand Five Hundred and Ninety Four Dollars and Twenty Eight Cents (\$16,594.28) with shipping not to exceed \$1000.

The total obligation and liability of GRPUC under this Contract will not exceed Seventeen Thousand Five Hundred and Ninety Four Dollars and Twenty Eight Cents. (\$17,594.28).

Payment after receipt and acceptance of goods by Grand Rapids Public Utilities.

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for a control panel for Lift Station 6 for \$16,490.

PREPARED BY: Steve Mattson

BACKGROUND:

This procurement is for an approved Wastewater Collection capital project with a budget of \$29,500. \$0 has been spent to date.

The GRPUC Procurement Policy was followed and two quotes are on file.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for a control panel for Lift Station 6 for \$16,490.

Capital Improvement Plan
Grand Rapids Public Utilities Commission

2022 thru 2026

Item 11.

Department 3-Wastewater Collection

Contact Steve Mattson

Type Unassigned

Useful Life 20

Category WW System

Priority 01 - Required

Status Active

Total Project Cost: \$29,500

Project # **WWCO2401**
 Project Name **Lift Station 6 Controls Update**

Description
 The controls for this lift station need to be updated due to outdated components.

Justification

Expenditures	2022	2023	2024	2025	2026	Total
Purchases	29,500					29,500
Total	29,500					29,500

Funding Sources	2022	2023	2024	2025	2026	Total
Rplcmt Fund-WWC Infrastructure	29,500					29,500
Total	29,500					29,500

Budget Impact/Other

Budget Items	2022	2023	2024	2025	2026	Total
Capital Projects	29,500					29,500
Total	29,500					29,500

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Quality Flow Systems, Inc., located at 800 6th St NW, New Prague, MN 556071 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

- A. GRPUC has solicited and received quotation from Quality Flow Systems, Inc. (“**Solicitation**”);
- B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
- C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is March 14, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:
- 1.1 June 30th, 2022.
 - 1.2 All of Contractor’s obligations have been satisfactorily fulfilled.
 - 1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.
 - 1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.
 - 1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor's Duties

2.1 The Contractor shall provide:

The lift station control panel for lift station number 6.

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services.**” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods.**”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit B.**

2.2 GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor’s obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless GRPUC from and against any expense or cost incurred by reason of any such violation by Contractor.

2.4 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.5 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.6 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

2.7 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance (“**Encumbrance**”), and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall execute and deliver such additional documents and take such further actions as may be necessary to transfer Contractor’s right, title and interest

in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.]

3. Consideration and Payment

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

3.1.1 Compensation. The Contractor will be paid. Fifteen thousand four hundred and ninety dollars. (\$15,490.00) Plus shipping costs not to exceed \$1000 and in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Sixteen Thousand Four Hundred and Ninety dollars. (\$16,490.00)

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218.326.7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Kevin Huson at the following business address: 800 6th st NW, New Prague, MN 56071, and the following telephone number: (952)758-9445, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Subcontracting.** Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

7. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter (“**GRPUC Property**”) prepared, delivered, procured, or produced in relation to Contractor’s obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

8. **Miscellaneous.**

8.1 General. No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor’s rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys’ fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venture, or agent of GRPUC. When Contractor’s employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party’s prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

8.2 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending

thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
Address:
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Steve Mattson
Email: srmattton@grpuc.org

Contractor
Address:
800 6th Street NW
New Prague, MN 56071
Attn: Kevin Huson
Email: Kevin@qfsi.net

9. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Quality Flow Systems, Inc.

Grand Rapids Public Utilities Commission

By: Kevin Huson

By: Julie Kennedy 04/06/2022

Print Name: Kevin Huson

Print Name: Julie A. Kennedy

Title: Vice President

Title: General Manager

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverages should be included: Owned, Hired, and Non-owned Automobile.

3.3 Workers' Compensation Insurance. Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

Exhibit B: Specifications, Duties, and Scope of Work

Provide the following pump control panel for lift station 6:

- One (1) Duplex pump control panel for operation on 230 Volt, 3-Phase, 60-Hz incoming service. The enclosure is 1-door; suitable for pad-mounting, NEMA 4X, 304 Stainless Steel, measuring approximately 48”H x 36”W x 12”D on an 18”H skirted leg stand system. Inner dead-front door, 3-point pad-lockable handle and steel (painted white) component chassis will be provided. The system will provide control for two (2) 5 HP submersible pumps in response to wetwell level as sensed by submersible level transducer (primary) and float switches (back-up). To include:
- | <u>Qty</u> | <u>Description; Control Panel Major Items</u> |
|------------|--|
| 1 | CB; Main Disconnect; 3P; 230VAC; 100A; Service Entrance Rated; 22kAIC |
| 1 | CB; Emergency Disconnect; 3P; 230VAC; 100A; Interlocked with Main |
| 1 | Emergency Power Receptacle; 100A; with angle adapter (AR1041-S22) |
| 2 | CB; Pump Disconnect; 3P; 460VAC; 30A |
| 2 | Motor starters; A-T-L; Size 1 with overload |
| 1 | Breaker; 1P; 10A; (Control Power) |
| 1 | Breaker; 1P; 15A; (Convenience Receptacle) |
| 1 | Convenience Receptacle; GFI; 15A |
| 1 | Phase/Voltage Monitor |
| 1 | Surge Arrestor; 3-Phase |
| 1 | Heater; Fan-forced; 200W; Thermostatically controlled |
| 2 | Pump Protective Module (Overtemp & Seal Fail); with socket & LED indication |
| 2 | Light-Pilot; P-T-T; 120VAC FV; LED; Green Fresnel Cap (pump running) |
| 1 | Light-Pilot; P-T-T; 120VAC FV; LED; Red Fresnel Cap (hi level float) |
| 2 | Switch; 3-position; (each pump H-O-A) |
| 2 | Push Button; (each pump reset) |
| 2 | Runtime meter; non-resettable (each pump) |
| A/R | Control Relay; 3PDT; 120VAC; w/ Indicating Light (includes socket) |
| 1 | Ground Lug; 3-Conductor |
| 1 | PLC; QCI Model 1500ct; pump controller; color touchscreen (Primary) |
| 1 | Float controller with intrinsically safe circuit extensions (Back-up) |
| A/R | IS Barrier for transducer |
| 1 | Alarm Light; Red; Strobe; 120VAC; (top mounted) |
| A/R | Terminal Block; Single; 18-10AWG |
| A/R | Alarms & Status wired to terminals for connection to owner’s radio equipment |
| A/R | UL Serialized Listing |
| 1 | Drawing Pocket |
| 1 | Hold-open arm for enclosure door |
| <u>Qty</u> | <u>Description; Loose Equipment & Instrumentation</u> |
| 1 | Submersible Transducer; 4-20mA Loop powered; 60 ft cable |
| 2 | Float Switch; Suspended; Non-mercury; 60 ft cable |

Exhibit C: Price and Payment Schedule

Price for lift station panel for lift station number 6 is Fifteen thousand four hundred and ninety dollars. (\$15,490.00) plus shipping costs not to exceed \$1000.

The Total obligation and liability of GRPUC under this Contract will not exceed Sixteen Thousand Four Hundred and Ninety dollars. (\$16,490.00).

Total: \$16,490.00

Payment after receipt and acceptance of goods by Grand Rapids Public Utilities.

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for a control panel for Lift Station 7 for \$16,490.

PREPARED BY: Steve Mattson

BACKGROUND:

This procurement is for an approved Wastewater Collection capital project with a budget of \$30,400. \$0 has been spent to date.

The GRPUC Procurement Policy was followed and two quotes are on file.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for a control panel for Lift Station 7 for \$16,490.

Capital Improvement Plan
Grand Rapids Public Utilities Commission

2022 thru 2026

Item 12.

Department 3-Wastewater Collection
Contact Steve Mattson
Type Unassigned
Useful Life 20
Category WW System
Priority 01 - Required
Status Active

Project # WWCO2601
Project Name Lift Station 7 Controls Update

Total Project Cost: \$30,400

Description
 The controls for this lift station need to be updated due to outdated components.

Justification

Expenditures	2022	2023	2024	2025	2026	Total
Purchases	30,400					30,400
Total	30,400					30,400

Funding Sources	2022	2023	2024	2025	2026	Total
Rplcmt Fund-WWC Infrastructure	30,400					30,400
Total	30,400					30,400

Budget Impact/Other

Budget Items	2022	2023	2024	2025	2026	Total
Capital Projects	30,400					30,400
Total	30,400					30,400

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Quality Flow Systems, Inc., located at 800 6th St NW, New Prague, MN 556071 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotation from Quality Flow Systems, Inc. (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is March 14, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 June 30th, 2022.

1.2 All of Contractor’s obligations have been satisfactorily fulfilled.

1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.

1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.

1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor's Duties

2.1 The Contractor shall provide:

The lift station control panel for lift station number 7.

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services.**” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods.**”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit B.**

2.2 GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor’s obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless GRPUC from and against any expense or cost incurred by reason of any such violation by Contractor.

2.4 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.5 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.6 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

2.7 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance (“**Encumbrance**”), and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall execute and deliver such additional documents and take such further actions as may be necessary to transfer Contractor’s right, title and interest

in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.]

3. Consideration and Payment

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

3.1.1 Compensation. The Contractor will be paid. Fifteen thousand four hundred and ninety dollars. (\$15,490.00) Plus shipping costs not to exceed \$1000 and in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Sixteen Thousand Four Hundred and Ninety dollars. (\$16,490.00)

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

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thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

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9. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Quality Flow Systems, Inc.

Grand Rapids Public Utilities Commission

By: 

By:  04/06/2022

Print Name: Kevin Huson

Print Name: Julie A. Kennedy

Title: Vice President

Title: General Manager

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

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 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

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The following coverages should be included: Owned, Hired, and Non-owned Automobile.

3.3 **Workers' Compensation Insurance.** Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

Exhibit B: Specifications, Duties, and Scope of Work

Provide the following pump control panel for lift station 7:

- One (1) Duplex pump control panel for operation on 230 Volt, 3-Phase, 60-Hz incoming service. The enclosure is 1-door; suitable for pad-mounting, NEMA 4X, 304 Stainless Steel, measuring approximately 48”H x 36”W x 12”D on an 18”H skirted leg stand system. Inner dead-front door, 3-point pad-lockable handle and steel (painted white) component chassis will be provided. The system will provide control for two (2) 5 HP submersible pumps in response to wetwell level as sensed by submersible level transducer (primary) and float switches (back-up). To include:
- | <u>Qty</u> | <u>Description; Control Panel Major Items</u> |
|------------|--|
| 1 | CB; Main Disconnect; 3P; 460VAC; 100A; Service Entrance Rated; 22kAIC |
| 1 | CB; Emergency Disconnect; 3P; 460VAC; 100A; Interlocked with Main |
| 1 | Emergency Power Receptacle; 100A; with angle adapter (AR1041-S22) |
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| 2 | Pump Protective Module (Overtemp & Seal Fail); with socket & LED indication |
| 2 | Light-Pilot; P-T-T; 120VAC FV; LED; Green Fresnel Cap (pump running) |
| 1 | Light-Pilot; P-T-T; 120VAC FV; LED; Red Fresnel Cap (hi level float) |
| 2 | Switch; 3-position; (each pump H-O-A) |
| 2 | Push Button; (each pump reset) |
| 2 | Runtime meter; non-resettable (each pump) |
| A/R | Control Relay; 3PDT; 120VAC; w/ Indicating Light (includes socket) |
| 1 | Ground Lug; 3-Conductor |
| 1 | PLC; QCI Model 1500ct; pump controller; color touchscreen (Primary) |
| 1 | Float controller with intrinsically safe circuit extensions (Back-up) |
| A/R | IS Barrier for transducer |
| 1 | Alarm Light; Red; Strobe; 120VAC; (top mounted) |
| A/R | Terminal Block; Single; 18-10AWG |
| A/R | Alarms & Status wired to terminals for connection to owner’s radio equipment |
| A/R | UL Serialized Listing |
| 1 | Drawing Pocket |
| 1 | Hold-open arm for enclosure door |
| <u>Qty</u> | <u>Description; Loose Equipment & Instrumentation</u> |
| 1 | Submersible Transducer; 4-20mA Loop powered; 60 ft cable |
| 2 | Float Switch; Suspended; Non-mercury; 60 ft cable |

Exhibit C: Price and Payment Schedule

Price for lift station panel for lift station number 7 is Fifteen thousand four hundred and ninety dollars. (\$15,490.00) plus shipping costs not to exceed \$1000.

The Total obligation and liability of GRPUC under this Contract will not exceed Sixteen Thousand Four Hundred and Ninety dollars. (\$16,490.00).

Total: \$16,490.00

Payment after receipt and acceptance of goods by Grand Rapids Public Utilities.

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for pumps for Lift Station 6 for \$14,600.

PREPARED BY: Steve Mattson

BACKGROUND:

This procurement is for an approved Wastewater Collection capital project with a budget of \$27,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed and two quotes are on file.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for pumps for Lift Station 6 for \$14,600.

Capital Improvement Plan

Grand Rapids Public Utilities Commission

2022 *thru* 2026

Department 3-Wastewater Collection

Contact Steve Mattson

Type Unassigned

Useful Life 20

Category Equipment

Priority 01 - Required

Status Active

Total Project Cost: \$130,323

Project # WWCO2005
Project Name Lift Station Pumps

Description
 Pumps throughout the collection system are reaching the end of their useful life.

Justification
 In order to maintain the integrity of the collection system, the retirement of aged pumps are necessary. A complete collection system asset review was conducted at the end of 2019. From that review, a strategic plan was put in place to replace worn out assets with a phased approach.

Prior	Expenditures	2022	2023	2024	2025	2026	Total
76,323	Purchases	27,000	27,000				54,000
Total	Total	27,000	27,000				54,000

Prior	Funding Sources	2022	2023	2024	2025	2026	Total
76,323	Rplcmt Fund-WWC Infrastructure	27,000	27,000				54,000
Total	Total	27,000	27,000				54,000

Budget Impact/Other

Prior	Budget Items	2022	2023	2024	2025	2026	Total
76,323	Capital Projects	27,000	27,000				54,000
Total	Total	27,000	27,000				54,000

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Quality Flow Systems, Inc., located at 800 6th St NW, New Prague, MN 556071 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotation from Quality Flow Systems, Inc. (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is March 14, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 June 30th, 2022.

1.2 All of Contractor’s obligations have been satisfactorily fulfilled.

1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.

1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.

1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor's Duties

2.1 The Contractor shall provide:

The lift station pumps for lift station number 6.

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services.**” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods.**”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit B.**

2.2 GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor’s obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless GRPUC from and against any expense or cost incurred by reason of any such violation by Contractor.

2.4 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.5 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.6 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

2.7 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance (“**Encumbrance**”), and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall execute and deliver such additional documents and take such further actions as may be necessary to transfer Contractor’s right, title and interest

in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.]

3. Consideration and Payment

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

3.1.1 Compensation. The Contractor will be paid. Thirteen thousand eight hundred dollars. (\$13,800.00) Plus shipping costs not to exceed \$800 and in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Fourteen Thousand Six Hundred dollars. (\$14,600.00)

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218.326.7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Kevin Huson at the following business address: 800 6th st NW, New Prague, MN 56071, and the following telephone number: (952)758-9445, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Subcontracting.** Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

7. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter (“**GRPUC Property**”) prepared, delivered, procured, or produced in relation to Contractor’s obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

8. **Miscellaneous.**

8.1 **General.** No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor’s rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys’ fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venture, or agent of GRPUC. When Contractor’s employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party’s prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

8.2 **Notices.** Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending

thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
Address:
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Steve Mattson
Email: srmattton@grpuc.org

Contractor
Address:
800 6th Street NW
New Prague, MN 56071
Attn: Kevin Huson
Email: Kevin@qfsi.net

9. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Quality Flow Systems, Inc.

Grand Rapids Public Utilities Commission

By: 

By:  04/06/2022

Print Name: Kevin Huson

Print Name: Julie A. Kennedy

Title: 

Title: General Manager

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverages should be included: Owned, Hired, and Non-owned Automobile.

3.3 Workers' Compensation Insurance. Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

Exhibit B: Specifications, Duties, and Scope of Work

Provide the following pumps for lift station 6:

Two (2) "KSB" Model F80-200/34X (190), 5hp, 240/3, heavy duty submersible pumps. To include:

- 50' of power cord
- Leakage and motor overtemp sensor
- Stainless steel lifting chain
- Pump safe modules for the control panel
- Lifting handle

Exhibit C: Price and Payment Schedule

Price for lift station pumps for lift station number 6 is Thirteen thousand eight hundred dollars. (\$13,800.00) plus shipping costs not to exceed \$800.

The Total obligation and liability of GRPUC under this Contract will not exceed Fourteen Thousand Six Hundred dollars. (\$14,600.00).

Total: \$14,600.00

Payment after receipt and acceptance of goods by Grand Rapids Public Utilities.

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Quality Flow Systems Inc for pumps for Lift Station 7 for \$14,600

PREPARED BY: Steve Mattson, Water Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Wastewater Collection capital project with a budget of \$27,000. \$13,800 has been spent to date.

The GRPUC Procurement Policy was followed and two quotes are on file.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Quality Flow Systems Inc for pumps for Lift Station 7 for \$14,600

Capital Improvement Plan

Grand Rapids Public Utilities Commission

2022 *thru* 2026

Department 3-Wastewater Collection

Contact Steve Mattson

Type Unassigned

Useful Life 20

Category Equipment

Priority 01 - Required

Status Active

Total Project Cost: \$130,323

Project # WWCO2005
Project Name Lift Station Pumps

Description
 Pumps throughout the collection system are reaching the end of their useful life.

Justification
 In order to maintain the integrity of the collection system, the retirement of aged pumps are necessary. A complete collection system asset review was conducted at the end of 2019. From that review, a strategic plan was put in place to replace worn out assets with a phased approach.

Prior	Expenditures	2022	2023	2024	2025	2026	Total
76,323	Purchases	27,000	27,000				54,000
Total	Total	27,000	27,000				54,000

Prior	Funding Sources	2022	2023	2024	2025	2026	Total
76,323	Rplcmt Fund-WWC Infrastructure	27,000	27,000				54,000
Total	Total	27,000	27,000				54,000

Budget Impact/Other

Prior	Budget Items	2022	2023	2024	2025	2026	Total
76,323	Capital Projects	27,000	27,000				54,000
Total	Total	27,000	27,000				54,000

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Quality Flow Systems, Inc., located at 800 6th St NW, New Prague, MN 556071 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotation from Quality Flow Systems, Inc. (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is March 14, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

- 1.1 June 30th, 2022.
- 1.2 All of Contractor’s obligations have been satisfactorily fulfilled.
- 1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.
- 1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.
- 1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.]

3. Consideration and Payment

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

3.1.1 Compensation. The Contractor will be paid. Thirteen thousand eight hundred dollars. (\$13,800.00) Plus shipping costs not to exceed \$800 and in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Fourteen Thousand Six Hundred dollars. (\$14,600.00)

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218.326.7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Kevin Huson at the following business address: 800 6th st NW, New Prague, MN 56071, and the following telephone number: (952)758-9445, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Subcontracting.** Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

7. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter (“**GRPUC Property**”) prepared, delivered, procured, or produced in relation to Contractor’s obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

8. **Miscellaneous.**

8.1 **General.** No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor’s rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys’ fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venture, or agent of GRPUC. When Contractor’s employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party’s prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

8.2 **Notices.** Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending

thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
Address:
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Steve Mattson
Email: srmattton@grpuc.org

Contractor
Address:
800 6th Street NW
New Prague, MN 56071
Attn: Kevin Huson
Email: Kevin@qfsi.net

9. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Quality Flow Systems, Inc.

Grand Rapids Public Utilities Commission

By: 

By:  04/06/2022

Print Name: Kevin Huson

Print Name: Julie A. Kennedy

Title: 

Title: General Manager

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverages should be included: Owned, Hired, and Non-owned Automobile.

3.3 Workers' Compensation Insurance. Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

Exhibit B: Specifications, Duties, and Scope of Work

Provide the following pumps for lift station 7:

Two (2) "KSB" Model F80-200/34X (190), 5hp, 460/3, heavy duty submersible pumps. To include:

- 50' of power cord
- Leakage and motor overtemp sensor
- Stainless steel lifting chain
- Pump safe modules for the control panel
- Lifting handle

Exhibit C: Price and Payment Schedule

Price for lift station pumps for lift station number 7 is Thirteen thousand eight hundred dollars. (\$13,800.00) plus shipping costs not to exceed \$800.

The Total obligation and liability of GRPUC under this Contract will not exceed Fourteen Thousand Six Hundred dollars. (\$14,600.00).

Total: \$14,600.00

Payment after receipt and acceptance of goods by Grand Rapids Public Utilities.

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with WinCan LLC for Collections System Integration Software for \$12,235.

PREPARED BY: Steve Mattson

BACKGROUND:

This procurement is for an approved Wastewater Collection operating project with a budget of \$26,400. \$0 has been spent to date.

The GRPUC Procurement Policy was followed this is a sole source purchase.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with WinCan LLC for Collections System Integration Software for \$12,235.

PROCUREMENT CONTRACT (Long Form)

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and WinCan LLC, located at 300 Cedar Ridge Dr Suite 308, Pittsburgh, PA 15205, located at (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for WinCan Software (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. The effective date of this Contract is April 1, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is December 31, 2022, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 6 months, in increments as determined by GRPUC, through a duly executed amendment.

2. Contractor’s Duties

2.1 The Contractor shall:

Provide WinCan VX-Expert, Training, VC200 for RX, Razor Ripsaw USB capture card, Dell Laptop as detailed in Software quote E220228913

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services**.” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods**.”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit C**.

- 2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) by written notice, or by oral notice subsequently confirmed by GRPUC in writing within ten (10) days thereafter, to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Contractor shall proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Contractor shall not be entitled to any adjustment unless such written claim is so submitted.
- 2.3 GRPUC may from time to time, require additional Services or Goods from Contractor. Such additional Services or Goods, including the amount of compensation for such additional Services or Goods, mutually agreed upon by and between GRPUC and Contractor, shall be effective when incorporated by written amendment to this Contract. Additional Services or Goods shall not begin until the amendment is executed. Thereafter, such additional Services or Goods shall be subject to the terms of this Contract.
- 2.4 Contractor agrees that all Goods and Services shall be provided in accordance with all applicable laws, rules, regulations, ordinances, codes, and orders of all federal, state, and local governmental authorities, agencies, departments, or bureaus having jurisdiction and which affect the Goods or Services hereunder (“**Legal Requirements**”) without extra charge or expense. Contractor will be responsible for a violation of any such Legal Requirements arising out of the provision of Goods or Services by Contractor and will indemnify, defend, and hold harmless GRPUC from and against any fine or expense, including reasonable attorneys’ fees and disbursements, resulting to it by reason of any such violation by Contractor.
- 2.5 The Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. All Services shall be performed and all Goods shall be produced and delivered to the satisfaction of GRPUC, and in accordance with the Legal Requirements. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.
- 2.6 Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods shall be professionally competent and properly qualified. If so requested by GRPUC, Contractor shall remove any person GRPUC deems incompetent, careless, or otherwise objectionable. At all times Contractor will be responsible for the acts, omissions, work, materials, and equipment of its employees, subcontractors, and agents and any other person, directly or indirectly, employed by any of them.
- 2.7 Contractor shall cooperate fully with GRPUC, other GRPUC contractors, municipalities, local government officials, public utility companies, and others as may be directed by GRPUC. This shall include attendance at meetings, discussions, and hearings as may be

requested by GRPUC, furnishing data as may be requested from time to time by GRPUC to effect such cooperation, and compliance with all directives issued by GRPUC.

- 2.8 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.
- 2.9 Contractor shall be responsible for the health and safety, and shall provide and maintain a safe working environment, for all its employees, agents, subcontractors, and invitees. Contractor shall adopt, supervise, and enforce reasonable and adequate safety requirements, including GRPUC's work safety rules and any safety plan or requirements which may be established by GRPUC, and shall at all times observe and comply fully with all Legal Requirements relating to health and safety.
- 2.10 Contractor is responsible for the handling and distribution of its own tools, equipment, and materials. Contractor shall confine its tools, equipment, and materials, and its operations, to areas directed by GRPUC. Contractor shall organize and coordinate, well in advance of the time required by this Contract, the procurement and delivery of all necessary materials, supplies, and equipment so that they will be available as needed for timely completion of the Goods and Services.
- 2.11 At the time GRPUC accepts the Goods from Contractor, Contractor shall sell, assign, transfer, convey and deliver to GRPUC, all of Contractor's right, title and interest in the Goods, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**"). Contractor shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be necessary to transfer Contractor's right, title and interest in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.]

3. Representations and Warranties

- 3.1 GRPUC is authorized to enter into this Contract.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of GRPUC.
- 3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.
- 3.4 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of Encumbrances, and (B) the Goods are in good condition

and are adequate for the uses to which they are being put, and none of such Goods are in need of maintenance or repairs.]

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Consideration and Payment

5.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

5.1.1 Compensation. The Contractor will be paid Twelve Thousand Two Hundred and Thirty Five Dollars (\$12,235) in accordance with **Exhibit D**. Plus Shipping costs not to exceed \$200.

5.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Twelve Thousand Four Hundred and Thirty Five Dollars (\$12,435).

5.2 Payment.

5.2.1 Invoices. GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC, in accordance with Section 1 of **Exhibit A**. Invoices must be submitted timely and according to the schedule set forth on **Exhibit D**.

5.2.2 Retainage. No more than ninety percent (90%) of the amount due under this Contract may be paid until Contractor has performed all of its obligations under this Contract to GRPUC's satisfaction.

6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson Water Wastewater Manager at the following business address: 500 SE 4th St, Grand Rapids, MN 55744, and the following telephone number: 218-326-7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Tim Mallon at the following business address: 300 Cedar Ridge Dr, Suite 308, Pittsburgh, PA 15205, and the following telephone number: 412-489-6229, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Contract Terms
- Exhibit B: Insurance Terms
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price and Payment Schedule

[The Signature Page Follows]

WinCan



X Tim Mallon

Tim Mallon

Signed by: S-1-12-1-1096126687-1140658491-1331081862-690639259/03ab988e-f6af-4ae6-9ebe-2e996516d8a6

Print Name: Tim Mallon

Title: East Regional Sales Manager

Date: 04/04/22

Grand Rapids Public Utilities Commission

By: Julie Kennedy

Print Name: Julie A. Kennedy

Title: General Manager

Date: 04-06-2022

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

1.1 Prompt Payment. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice. Terms requesting payment in less than thirty (30) days will be changed to read "Net 30 days." Notwithstanding the foregoing, GRPUC may pay the Contractor in advance in its sole discretion.

The payment for each invoice will only be made for Goods received or Services actually performed that have been accepted by GRPUC, and meet all terms, conditions, and specifications of the Contract.

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as **Exhibit D, Supplement 1**, unless an alternative format is approved in writing by GRPUC's Authorized Representative.

2. Termination.

2.1 Termination for Convenience. GRPUC may cancel this Contract at any time, with or without cause, upon thirty (30) days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed and Goods satisfactorily produced and delivered.

2.2 Termination for Breach. GRPUC may terminate this Contract, with cause, upon thirty (30) days' written notice to Contractor of the alleged breach and opportunity to cure. If after thirty (30) days, the alleged breach has not been remedied, GRPUC may immediately terminate the Contract.

2.3 Termination by Mutual Agreement. The Parties may terminate this Contract at any time by mutual written agreement.

2.4 Effect of Termination. Upon receipt of any notice of termination Contractor shall immediately stop performance of the Services and stop production and delivery of the Goods to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination.

2.5 Return of Information. Upon termination of this Contract, or earlier upon GRPUC's request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any Confidential Information or work product information or make such other disposition thereof as GRPUC may direct in writing.

3. Force Majeure.

Neither Party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the Party unless the act or occurrence could have been reasonably foreseen and reasonable action

could have been taken to prevent the delay or failure to perform. A Party relying on this provision to excuse performance must provide the other Party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

4. Confidentiality.

In connection with Contractor’s provision of the Goods and Services under this Contract (“**Purpose**”) GRPUC may disclose to Contractor, or Contractor may otherwise receive access to, confidential or proprietary information of GRPUC (“**Confidential Information**”). Contractor shall use the Confidential Information solely for the Purpose and shall not disclose or permit access to Confidential Information other than to its employees, officers, and advisors (collectively, “**Representatives**”) who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Contract; and (c) agree to be bound by the confidentiality terms contained herein. Contractor shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Contractor shall promptly notify GRPUC of any unauthorized use or disclosure of Confidential Information and cooperate with GRPUC to prevent further use or disclosure. Contractor will be responsible for any breach of this paragraph caused by its Representatives. If Contractor is required by law or court order to disclose Confidential Information, Contractor shall provide GRPUC with prompt written notice thereof, so that GRPUC may seek a protective order or other appropriate remedy, as well as notice of the terms and circumstances surrounding such request or requirement. Contractor and its Representatives will use reasonable efforts to obtain and will not oppose action by GRPUC to obtain such protective order or other appropriate remedy. If such protective order or other remedy is not obtained, then Contractor will furnish only that portion of the Confidential Information which Contractor is advised by Contractor’s legal counsel is legally required and will exercise all reasonable efforts to obtain assurance that confidential treatment, if available, will be accorded such Confidential Information. This Section 4 is subject to any limitations or obligations imposed by the Minnesota Government Data Practices Act (“**MGDPA**”).

5. Indemnification.

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless GRPUC, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by GRPUC, to the extent caused by Indemnifying Party’s:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

“**Indemnifying Party**” is defined to include the Contractor, Contractor’s reseller, any third party that has a business relationship with the Contractor, and Contractor’s agents and employees, to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of GRPUC’s sole negligence. This clause will not be construed to bar any legal remedies the

Indemnifying Party may have for GRPUC's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of GRPUC to indemnify, defend, hold harmless or release an Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Subcontracting and Subcontractor Payment.

6.1 Subcontracting. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by GRPUC can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of GRPUC, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by GRPUC, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performance of the obligations contemplated by the Contract.

6.2 Subcontractor Payment. Contractor must pay any subcontractor within ten (10) days of Contractor's receipt of payment from GRPUC for undisputed services provided by the subcontractor. Contractor must pay interest of 1-1/2 percent (1.5%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. So long as it does not conflict with this Contract, subcontractor payments will be set forth in the agreement between Contractor and the subcontractor.

7. Government Data Practices.

The Contractor and GRPUC must comply with the MGDPA, as it applies to all data provided by GRPUC under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the MGDPA, by either the Contractor or GRPUC.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with GRPUC's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

8. Intellectual Property Rights.

8.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

8.1.1 "**Documents**" are the originals of any databases, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

8.1.2 "**Pre-Existing Intellectual Property**" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

8.1.3 "**Works**" means all data, databases, reports, notes, studies, photographs, negatives, designs, drawings, maps, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "**Works**" includes Documents.

8.2 Ownership. GRPUC owns all rights, title, and interest in all of the intellectual property rights in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of GRPUC and all such Documents must be immediately returned to GRPUC by the Contractor upon completion or cancellation of this Contract. The Contractor assigns all right, title, and interest it may have in the Works and the Documents to GRPUC. The Contractor must, at the request of GRPUC, execute all papers and perform all other acts necessary to transfer or record GRPUC's ownership interest in the Works and Documents.

Notwithstanding anything else in this Contract to the contrary, GRPUC retains and owns all rights, title, and interest in and to its data and database whether created before, during, or after this Contract.

8.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants GRPUC a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the Goods or Services that are purchased through the Contract.

8.4 Obligations.

8.4.1 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the

sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

- 8.4.2 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify, defend, and hold harmless GRPUC, at the Contractor's expense, from any action or claim brought against GRPUC to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or GRPUC's opinion is likely to arise, the Contractor must, at GRPUC's discretion, either procure for GRPUC the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of GRPUC will be in addition to and not exclusive of other remedies provided by law.]

9. Copyright.

The Contractor shall save and hold harmless GRPUC, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

10. GRPUC Audits.

The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

11. Publicity and Endorsement.

11.1 Publicity. Any publicity regarding the subject matter of this Contract must identify GRPUC as the sponsoring agency and must not be released without prior written approval from GRPUC's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the Goods or Services provided resulting from this Contract.

11.2 Endorsement. The Contractor must not claim that GRPUC endorses its products or services.

12. Debarment by the State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, state, or any of the state's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to GRPUC's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13. Equal Employment, Nondiscrimination, and Affirmative Action.

In connection with the work under this Contract, Contractor agrees to comply with the applicable Legal Requirements related to equal employment opportunity, nondiscrimination, affirmative action, and nonretaliation.

14. General / Miscellaneous.

14.1 Observance of GRPUC Policies. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy.

14.2 Independent Contractor. It is understood and agreed that in providing the Goods and Services hereunder, Contractor shall act in the capacity of an independent contractor and not as an employee, partner, joint venturer, or agent of GRPUC. Contractor agrees that unless otherwise instructed in writing it shall not represent itself as the agent or legal representative of GRPUC for any purpose whatsoever. Contractor shall be solely responsible for the remuneration of and the payment of any and all taxes with respect to its employees and contractors and any claims with respect thereto and shall be solely responsible for the withholding and payment of all federal, state, and local income taxes as well as all FICA and FUTA taxes applicable to it, its employees, and its contractors. Contractor acknowledges that as an independent contractor, neither it nor any of its employees or contractors shall be eligible for any GRPUC employee benefits, including, but not limited to, vacation, sick, medical or dental insurance, or pension benefits.

14.3 Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Contract and give effect to the transactions contemplated by this Contract.

14.4 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

14.5 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United

States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party’s address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
Address:
500 SE 4th St
Grand Rapids, MN 55744
Attn: Steve Mattson
Email: srmattson@grpuc.org

Win Can
Address:
300 Cedar Ridge Dr Suite 308
Pittsburgh, PA, 15205
Attn: _____
Email: _____

14.6 Entire Agreement. This Contract (including any exhibits) represents the only agreement between the Parties concerning the subject matter hereof and supersedes all other prior agreements whether written or oral, relating thereto.

14.7 Modification and Waiver. No purported amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a written document signed by all Parties (in the case of amendments or modifications) or by a Party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

14.8 Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Contract a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

14.9 Binding Effect; Assignment. This Contract shall be binding on the Parties and on their respective heirs, devisees, representatives, successors, and assigns. Contractor shall not assign, sublet, or subcontract the Goods or Services or any portion thereof without the prior written consent of GRPUC. Such consent shall not relieve Contractor of its obligations or liabilities under the Contract.

14.10 Counterparts; Electronic Signatures. This Contract may be executed in separate counterparts with the same effect as if all signatures were on the same Contract. For purposes of this Contract, a telecopy, electronic, or facsimile Contract and signature shall be deemed as, and shall serve as, an original Contract and signature.

14.11 Attorneys' Fees. In the event of any litigation between the Parties hereto with respect to this Contract, the prevailing party (the party entitled to recover the costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired) shall be entitled to recover reasonable attorneys' fees in addition to such other relief as the court may award.

14.12 Survival. The obligations of Contractor hereunder, including, without limitation, obligations concerning indemnity, warranties, confidentiality, intellectual property and defense of GRPUC, shall survive the expiration or earlier termination of this agreement.

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Exhibit A, Supplement 1

IT TERMS

SECURITY AND DATA PROTECTION

Contractor is responsible for the security and protection of GRPUC data subject to and related to Software Services in this Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract.

For the purposes of this Security and Data Protection section, the following terms have the following meanings:

“**Software Services**” includes “cloud computing” as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf>) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to GRPUC data.

“**Data**” (whether or not capitalized) has the meaning of “government data” in Minn. Stat. § 13.02, subd. 7.

“**Not public data**” (whether or not capitalized) has the meaning in Minn. Stat. § 13.02, subd. 8a.

“**Security incident**” (whether or not capitalized) means any actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of GRPUC data; (2) interference with an information system; (3) disruption of or to Contractor’s service(s); or (4) any similar or related incident.

“**Privacy incident**” (whether or not capitalized) means violation of the MGDPA; violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect GRPUC data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of GRPUC data protected by such GRPUC or federal laws or by contract.

1. **Data Ownership.** GRPUC solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all GRPUC data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to GRPUC data.

Contractor will only use GRPUC data for the purposes set forth in the Contract. Contractor will only access GRPUC data as necessary for performance of this Contract. Contractor will not access GRPUC user accounts except to respond to service or technical problems or at GRPUC’s specific request.

All GRPUC data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to GRPUC by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if GRPUC authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety (90) days following any remittance of GRPUC data to GRPUC, Contractor shall, unless otherwise instructed by GRPUC in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense.

In the event Contractor receives a request to release any GRPUC data, Contractor must immediately notify GRPUC. GRPUC will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with GRPUC's instructions. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data by Contractor.

2. **Notification of Incidents.** If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any GRPUC data, Contractor must report such incident to GRPUC as soon as possible, but no later than twenty-four (24) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of GRPUC. Notwithstanding anything to the contrary in this Contract, Contractor will indemnify, hold harmless and defend GRPUC and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any GRPUC data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend GRPUC under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any GRPUC data.
3. **Security Program.** Contractor will use best efforts to protect and secure GRPUC data related to this Contract. Contractor will establish and maintain an Information Security Program ("**Program**") that includes an information security policy applicable to any and all Software Services ("**Policy**"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards.

Upon GRPUC's request, Contractor will make its Policy available to GRPUC on a confidential, need-to-know basis, along with other related information reasonably requested by GRPUC regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and GRPUC must treat the Policy and related information on security practices and policies that are specific to GRPUC as confidential information and as not public data pursuant to Minn. Stat. § 13.37.

4. **Data Management.** Contractor will not use GRPUC data, including production data, for testing or development purposes unless authorized in writing by GRPUC. Contractor will implement and maintain procedures to physically and logically segregate GRPUC data, unless otherwise explicitly authorized by GRPUC.

5. **Data Encryption.** Contractor must encrypt all GRPUC data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to GRPUC data. Contractor will secure and protect all encryption keys to GRPUC data. Encryption keys to GRPUC data will only be accessed by Contractor as necessary for performance of this Contract.
6. **Data Storage.** Contractor warrants that any and all GRPUC data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.
7. **Data Center and Monitoring/Support Locations.** During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit GRPUC data only in the continental United States, (2) store, process and transmit GRPUC data only in the continental United States, and (3) locate all monitoring and support of all Software Services only in the continental United States. GRPUC has the right to on-site visits and reasonable inspection of the data centers upon reasonable notice to Contractor prior to the visit.
8. **Security Audits & Remediation.** Contractor will audit the security of the systems and processes used to provide any and all Software Services, including those of the data centers used by Contractor to provide any and all Software Services to GRPUC. This security audit: (1) will be performed at least once every calendar year; (2) will be performed according to the Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2, International Organization for Standardization (ISO) 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("**Contractor Audit Report**"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the MGDPA; and (5) may be performed for other purposes in addition to satisfying this section.

Upon GRPUC's reasonable, advance written request, Contractor will provide to GRPUC a copy of the Contractor Audit Report.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

If GRPUC becomes aware of any other Contractor controls that do not substantially meet GRPUC's requirements, GRPUC may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by GRPUC or known by Contractor, in a commercially reasonable timeframe.

9. **Subcontractors and Third Parties.** Contractor warrants that no GRPUC data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by GRPUC. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides GRPUC data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.

10. **Compliance with Data Privacy and Security Laws and Standards.** Contractor shall comply with all applicable local, state, and federal data privacy and data security laws, rules, and regulations.
11. **Remedies.** Contractor acknowledges that GRPUC, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate GRPUC for such a breach. In such circumstances, GRPUC will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by GRPUC.
12. **Business Continuity.** Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Software Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon GRPUC's request, Contractor must also participate, at mutually agreed upon times, in GRPUC business continuity and disaster recovery testing, training, and exercise activities.

Any term or condition that allows the Contractor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void. In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing Software Services for as long as GRPUC needs to transfer its data, software and other assets to an alternate service or service provider. After any such termination or cancellation, GRPUC may purchase the continuing Software Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by GRPUC, and shall be reduced by the amount paid for Software Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to GRPUC any unused portion of payments for Software Services.

13. **Background Checks.** Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Software Services to GRPUC. Such background investigations must have been or will be conducted by investigating local, state, and federal criminal records, local, state, and federal civil case records, and employment references.

If any provision of this sub-section is found to violate any applicable laws, rules, or GRPUC policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and GRPUC policies.

14. **Secure Coding.** Contractor warrants that all Software Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Software Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to GRPUC as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify GRPUC of the cancellation of policies required under this Contract shall not constitute a waiver by GRPUC to the Contractor to provide such insurance.
- 1.4 GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request.

2 Notice to Insurer.

The Contractor's insurance company(ies) waives its right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

3 Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify GRPUC within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to GRPUC.
- 3.3 Contractor is responsible for payment of Contract-related insurance premiums and deductibles.
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached.

- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- 3.8 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

- 3.9 **Workers' Compensation Insurance.** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with applicable Legal Requirements, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the state, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide GRPUC with a certificate of insurance.

3.10 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the Contract. Insurance **minimum** limits are as follows:

\$2,000,000 - per claim or event
\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of GRPUC. If the Contractor desires authority from GRPUC to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that GRPUC can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

3.11 Network Security and Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

The following coverage shall be included: GRPUC named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Exhibit C: Specifications, Duties, and Scope of Work

Provide:

WinCan VX Expert License, 1-day online training and setup, E-568-0500-00 VC200 for RX cable, Razer Ripsaw HD External USB capture card, Dell branded Notebook with docking station, delivered pre configured with WinCan software and video card drivers as detailed in quote E220228913.

Exhibit D: Price and Payment Schedule

The Contractor will be paid Twelve Thousand Two Hundred and Thirty Five Dollars (\$12,235) Plus Shipping costs not to exceed \$200.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Twelve Thousand Four Hundred and Thirty Five Dollars (\$12,435).



WinCan

Software Quote

WinCan LLC.
300 Cedar Ridge Dr.
Suite 308
Pittsburgh, PA 15205
Office Phone: (412)489-6229
sales.us@wincan.com

Software Quote Number: E220228913
Software Quote Date: 02/28/2022
Payment Terms: Due On
Receipt
Software Quote Amount: 14,743.00
Created By: Tim Mallon

Bill To

City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 57744
mleclair@ci.grand-rapids.mn.us

Ship To

City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 57744
mleclair@ci.grand-rapids.mn.us

Item #	Item Name	Quantity	Unit Price	Total
VX-EXPERT-1-SUB	ANNUAL WinCan VX Expert License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture. Work Order Management, Statistics, and GIS Queries.	2.00	4,174.50	8,349.00
W-1083-500GB	Large-Web 500 GB (Annually)	1.00	2,508.00	2,508.00
T-TRAINING-WEB-EX	1 Day online Training and Setup	1.00	1,000.00	1,000.00
VC200 for RX	E-568-0500-00 VC200 for RX	1.00	336.00	336.00
H-RAZOR	Razer Ripsaw HD External USB Capture Card	1.00	350.00	350.00
H-LAPTOP	Dell Brand Notebook with portable Docking Station - delivered pre-configured with the WinCan software and purchased video card drivers	1.00	2,200.00	2,200.00

Total Quantity: 7.00

Subtotal: \$ 14,743.00
Software Quote Amount \$ 14,743.00

Terms & Conditions:

This proposal may be withdrawn if not accepted within the period shown below. All software and hardware remains the property of the seller until sum stated above is paid in full.

Item 15.

Shipping, handling, and any applicable sales tax will be added to your invoice(s). Charges for software licenses, hardware, and support agreements are due upon our receipt of your order. Training charges are payable in advance. Scheduled trainings cancelled by the customer may be subject to a cancellation/rescheduling fee.

Returns must be authorized in advance and must be completed within 45 days. Returns may be subject to a restocking fee. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified. This quote is valid 60 days from the Software Quote Date above unless noted otherwise by the seller. The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted By: _____ Date: _____



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Frontier Precision for GPS receivers for the IPads for \$4,656.60.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Wastewater Collection operating project with a budget of \$4,700.

The GRPUC Procurement Policy was followed. State bid pricing was utilized.

The vendor's certificate of insurance has been verified to meet the contract requirements and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Frontier Precision for GPS receivers for the IPads for \$4,656.60.

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Frontier Precision, Inc., located at 10900 73rd Avenue North, Maple Grove, MN 55369 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotation from Frontier Precision, Inc. (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is April 1, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 June 30th, 2022.

1.2 All of Contractor’s obligations have been satisfactorily fulfilled.

1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.

1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.

1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor's Duties

2.1 The Contractor shall provide:

GPS receivers as described:

102020-00 Trimble R1 GNSS Receiver w/setup, quantity of two (2)

102017-15 External Antenna for R1 GNSS, 1.5M, quantity of two (2)

(The services (if any) to be provided by Contractor to GRPUC are referred to as the "**Services.**" The goods (if any) to be provided by Contractor to GRPUC are referred to as the "**Goods.**") Contractor's precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit B.**

2.2 GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor's obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless GRPUC from and against any expense or cost incurred by reason of any such violation by Contractor.

2.4 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.5 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.6 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

2.7 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance ("**Encumbrance**"), and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall execute and deliver such additional documents and

take such further actions as may be necessary to transfer Contractor's right, title and interest in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.]

3. Consideration and Payment

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

3.1.1 Compensation. The Contractor will be paid. Four Thousand Five Hundred and Fifty Six dollars and sixty cents (\$4,556.60), plus shipping costs not to exceed \$100 and in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Four Thousand Six Hundred and Fifty Six dollars and sixty cents. (\$4,656.60)

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218.326.7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Steve Richter at the following business address: 10900 73rd Avenue North, Maple Grove, MN 55369, and the following telephone number: (763)496-1366, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Subcontracting.** Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

7. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter ("**GRPUC Property**") prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

8. **Miscellaneous.**

8.1 General. No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys' fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venture, or agent of GRPUC. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party's prior written consent. Contractor shall not use or disclose any confidential

information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

8.2 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
Address:
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Steve Mattson
Email: srmattson@grpuc.org

Contractor
Address:
10900 73rd Ave North
Maple Grove, MN 55369
Attn: Steve Richter
Email:
srichter@frontierprecision.com

9. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Frontier Precision, Inc.

Grand Rapids Public Utilities Commission

By: 

By: Julie Kennedy 04/04/2022

Print Name: Steve Richter

Print Name: Julie A. Kennedy

Title: VP of Sales

Title: General Manager

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverages should be included: Owned, Hired, and Non-owned Automobile.

3.3 **Workers' Compensation Insurance.** Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

Exhibit B: Specifications, Duties, and Scope of Work

Provide the following :

102020-00 Trimble R1 GNSS Receiver w/setup, quantity of two (2)

102017-15 External Antenna for R1 GNSS, 1.5M, quantity of two (2)

Exhibit C: Price and Payment Schedule

The Contractor will be paid Four Thousand Five Hundred and Fifty Six dollars and sixty cents (\$4,556.60), plus shipping costs not to exceed \$100.

The total obligation and liability of GRPUC under this Contract will not exceed Four Thousand Six Hundred and Fifty Six dollars and sixty cents (\$4,656.60)

Payment after receipt and acceptance of goods by Grand Rapids Public Utilities.

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.



10900 73rd Ave N
 Maple Grove, MN 55369
 763-496-1366
 www.frontierprecision.com

Quote 60773
 Date: Apr 4, 2022 08:22 AM
 By: Katy Rudolph
katyr@frontierprecision.com
 Minnesota State Contract 171661

Item 16.

BILL TO:

GRAND RAPIDS PUBLIC UTILITIES
 Steve Mattson
 500 SE 4TH STREET
 GRAND RAPIDS,, MN 55744-0658
 United States
srmattson@grpuc.org
[218-244-5092](tel:218-244-5092)

SHIP TO:

GRAND RAPIDS PUBLIC UTILITIES
 Steve Mattson
 500 SE 4TH STREET
 GRAND RAPIDS,, MN 55744-0658
 United States
srmattson@grpuc.org
[218-244-5092](tel:218-244-5092)

Product Details	Qty	Price	Total
102020-00 Trimble R1 GNSS Receiver w/Setup	2	\$ 2,245.00	\$ 4,490.00
102017-15 EXTERNAL ANTENNA FOR R1 GNSS, 1.5M	2	\$ 33.30	\$ 66.60

Sub Total: \$ 4,556.60
 Discount: \$ 0.00
 Tax: \$ 0.00
 Shipping: \$ 0.00
Grand Total: \$ 4,556.60

Valid Until: Apr 30, 2022

Special Notes

Shipping, handling, and applicable sales tax will be added to invoice

Terms and Conditions

All invoices are in U.S. Dollars. Prices are good for 30 days.

Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express. Returns- A standard restocking fee of 20% will be charged for any returned equipment.

Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.

{{Signature*}}

{{Signdate*}}

{{Fullname*}}



FRONPRE-01

BREDO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bridgemark Insurance Solutions dba Bain Agency 1500 East Capitol Bismarck, ND 58501	CONTACT NAME: Donna Breidenbach	
	PHONE (A/C, No, Ext): (701) 223-2233	FAX (A/C, No): (701) 223-0824
E-MAIL ADDRESS: donna@bainagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers		19046
INSURER B : Landmark American Insurance Company		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
**Frontier Precision Inc
1713 Burlington Dr
Bismarck, ND 58504**

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			630-0H749360	4/15/2021	4/15/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0H749360	4/15/2021	4/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP-0H749360	4/15/2021	4/15/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			630-0H749360	4/15/2021	4/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liabili			TBD	4/15/2021	4/15/2022	Agg/Each Claim	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Liability Insurance

Evidence of Liability Insurance;

CERTIFICATE HOLDER For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to rescind Section 7, paragraphs 1 and 3 of the existing Water System Policy, to adopt the new Water Hydrant Use Policy and new Water Hydrant Use Agreement, and to adopt the revised Water And Sewer Ancillary Charges Policy.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

Water-Wastewater and Business Services staff have worked together to develop a new Water Hydrant Use Policy and accompanying Water Hydrant Use Customer Agreement for the Commission's approval. Staff is also working on their internal Standard Operating Procedures (SOP) for the hydrant meter process. The Water Hydrant Use Policy and Agreement were reviewed and discussed at the March 22, 2022 Commission work session and suggestions from that work session have been included in the attached Policy and Agreement.

Water Hydrant Use Policy:

The current Water System Policy is a 30-page document that addresses most topics within the entire Water Utility. As discussed over the last few years, we are improving our governance by updating or creating appropriate specific policies rather than one large comprehensive policy. The approval of the new Water Hydrant Use Policy presented at this meeting would replace paragraphs 1 and 3 from section 7 of the current Water System Operating Policy.

Water and Sewer Ancillary Charges Policy:

The Water Hydrant Use Agreement fees and Water Hydrant Use billing criteria is addressed in the Water and Sewer Ancillary Charges and the City Water Service Rate Schedule Policy. As discussed at the March Commission Work Session, the Water Hydrant Use Agreement fee is being increased from \$100 to \$150 and covers the cost of providing a water hydrant to customer.

RECOMMENDATION:

Consider a motion to rescind Section 7, paragraphs 1 and 3 of the existing Water System Policy, to adopt the new Water Hydrant Use Policy and new Water Hydrant Use Agreement, and to adopt the revised Water And Sewer Ancillary Charges Policy.



COMMISSION POLICY

Water Hydrant Use

Item 17.

Category: Water	Subcategory: General	Policy Number: 5.1.002
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1.0 INTRODUCTION

This Grand Rapids Public Utilities Commission (GRPUC) policy was developed to be used by Grand Rapids Public Utilities (GRPU) personnel to provide each customer the greatest practicable latitude in the use of service consistent with reliable, economical and safe service to all customers. The Grand Rapids Public Utilities Commission Water System Policy is on file at the Grand Rapids Public Utilities office, 500 SE 4th Street, Grand Rapids, MN 55744, Telephone: 218-326-7024, Fax: 218-326-7499, TDD: 218-326-7487. Copies are obtainable by any customer upon request made in person, telephone, or by mail at the GRPU office. The result of using this policy should be consistent, logical and fair treatment of GRPU customers in regard to water issues.

2.0 POLICY

This policy shall establish that no person other than GRPU employees and fire-fighting personnel shall operate any GRPU water hydrant without signing a *Water Hydrant Use Agreement*. See the Municipal Code for applicable civil penalties.

Water usage from a water hydrant without approval and a signed GRPU issued hydrant meter is considered theft. To legally use water from a hydrant, a resident, business or contractor must enter into a *Water Hydrant Use Agreement* and obtain a water hydrant meter and hydrant wrench from GRPU. The use of pipe wrenches is strictly prohibited.

Two water hydrant meter size options are available, 1-inch and 3-inch. The 1-inch hydrant meter is designed for smaller applications where a garden hose can be utilized to deliver the water.

The volume of water taken from a water hydrant must be accurately measured, recorded and reported to the satisfaction of the GRPU. This will be accomplished using the GRPU-issued meter and meter node that will automatically record and report the water usage.

Customers must submit the *Water Hydrant Use Agreement* at least 72 hours prior to needing the hydrant meter. The customer is responsible for proper care and use of all GRPU-issued hydrant meter equipment.

At the time of use, the water hydrant shall be opened slowly and completely when in use. If flow is to be regulated, it must be completed by installing a valve between the water hydrant and the point of delivery. Customers may not attempt to regulate the flow of water by partially opening or partially closing the water hydrant. If additional valves are used, they are to be opened and closed slowly.

The customer must ensure that an air gap is maintained while water is transferred into their holding tank to positively prevent back-siphoning of water into the distribution system. If an air gap cannot

be achieved, the customer must supply their own air gap device, such as a backflow preventer valve.

Billing for water hydrant use will be on a monthly basis. The GRPU *Water and Sewer Ancillary Charges* schedule lists the *Water Hydrant Use Agreement* fee. Monthly customer meter charges and commodity charges are listed in the GRPU *City Water Service Rate Schedule Policy*. The monthly customer meter charge will be based on the size of meter requested and provided, regardless of reduction by the customer. The commodity charges will be based on the City Commercial rates. The Customer will be billed the monthly meter charge, regardless of whether the meter has usage, until the meter is returned.

If the water hydrant meter is not returned within five working days after the expiration of the *Water Hydrant Use Agreement*, an additional late return fee may be charged.

Customers must keep a signed *Water Hydrant Use Agreement* in the water hauling vehicle or on the job site for examination at all times by any GRPU employee.

GRPU reserves the right to limit use of specific hydrants and to suspend or restrict use during periods subject to drought, freezing temperatures, other critical conditions, or emergency situations.

GRPU shall have the authority to refuse to offer a *Water Hydrant Use Agreement* to any customer who has a demonstrated history of theft of water, non-payment of utility services, or improper hydrant use.

Any damage done to the water hydrant, meter, node, valves, valve boxes, or water main or any other component of the water distribution system, as a result of applicants usage will be repaired by GRPU (with its own or hired contractor). The cost of such repair will be billed to the party or parties responsible for the damage.

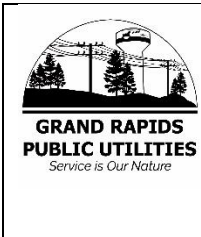
Tom Stanley
GRPUC President

Luke Francisco
GRPUC Secretary

POLICY HISTORY:

Adopted: _____

Revised:



GRAND RAPIDS
PUBLIC UTILITIES
**WATER HYDRANT USE
AGREEMENT**

GRPU USE ONLY	
Fee Received: \$ _____	Account #: _____
Meter # _____	Meter Size: _____
Wrench # _____	Beginning Read: _____
Date Meter Issued: _____	Final Read: _____
Return Date: _____	

Item 17.

The GRPUC Water Hydrant Use Policy makes water hydrant meters available for temporary water service from water hydrants within the Grand Rapids City limits. GRPU has a limited number of meters available for temporary water use and each meter requires a signed Agreement. Connection to a water hydrant without a signed Water Hydrant Use Agreement is strictly prohibited. An unapproved connection to a GRPU water hydrant will be subject to penalties for theft of water.

By signing this Water Hydrant Use Agreement, the customer agrees to fully comply with the attached *GRPUC Water Hydrant Use Policy*. As stated in the Policy, the customer is responsible for the proper care and use of the water hydrant meter and accompanying water hydrant wrench. Pipe wrenches are strictly prohibited. Damage done to the water hydrant, meter, wrench, node, valves, valve boxes or water main will be billed to the customer. Please note that the policy requires that customers must maintain an air gap while water is transferred into their holding tank. If an air gap cannot be achieved, the customer must supply their own air gap device.

The approved Water Hydrant Use Agreement must be kept in the water hauling vehicle or on the job site for examination at all times by any GRPU employee.

Billing for water hydrant use will be on a monthly basis. The GRPU *Water and Sewer Ancillary Charges* schedule lists the *Water Hydrant Use Agreement* fee. Monthly customer meter charges and commodity charges are listed in the GRPU *City Water Service Rate Schedule Policy*. The monthly customer meter charge will be based on the size of meter requested and provided, regardless of reduction by the customer. The commodity charges will be based on the City Commercial rates. The Customer will be billed the monthly meter charge, regardless of whether the meter has usage, until the meter is returned.

(Select size requested): 1" 3"

If you receive a meter that is not equipped with a node, a GRPU employee will need to read the meter on or near the last business day of the month, therefore the meter will need to be accessible. If GRPU cannot read the meter, the usage amount will be estimated. If the meter is moved, GRPU must be notified by calling 218.326.7024.

*I have read and understand the **Water Hydrant Use Agreement** and **GRPU Commission Water Hydrant Use Policy**.
I am an authorized agent of the entity, business, or contractor requesting service.*

Company Name: _____

Billing Address: _____

Contact name: _____ Phone: _____

Title: _____

Customer Signature: _____ Date: _____

Approved by: _____ Date: _____

Agreement Expires: _____

GRAND RAPIDS PUBLIC UTILITIES COMMISSION WATER AND SEWER ANCILLARY CHARGES

Field Service Charges:

Water shut off and restoration Emergencies Plumbing Repairs – 24 hour notice required – normal working hours	No Charge
--	-----------

Water shut off and restoration – normal working hours Seasonal (one disconnect and reconnect per year) Monthly base fee continues to be charged	No Charge
Seasonal disconnects > 1 per year	\$60.00
Seasonal reconnects > 1 per year	\$60.00

Water Hydrant Use Agreement	\$150.00
Plus: Water Use Charge Non-fire related water use from fire hydrant	

Meter Testing – Water (waived if meter is defective)	\$120.00
---	----------

Water line thawing services – main to curb stop	No Charge
---	-----------

Water line thawing services – curb stop to house Normal Business Hours – (1 W/S & 1 EL)	\$150.00
After Business Hours	\$200.00

Office Service Charges:

Shut-off Delinquent Account – at standpipe	\$60.00
--	---------

Water/Sewer Service Extensions:

As per Water/Sewer Operating Policy

Miscellaneous Services:

Plugged Sanitary Sewer Service – investigation	No Charge
--	-----------

**GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
OPERATING POLICY RULES
WATER SYSTEM**

Adopted: June 15, 2005

Revised: June 1, 2005

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- i. Introduction
- ii. Definitions
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- VI. Billing
- VII. Water Distribution -- General Issues
- VIII. Water Distribution Collection -- Underground Utility Locations

- Appendix A -- Application for Utility Service
- Appendix B -- Utility Cut Permit (City of Grand Rapids)
- Appendix C -- Fees
- Appendix D -- Rates
- Appendix E -- Typical Ownership Drawing
- Appendix F -- Typical Meter Installation
- Appendix G -- Typical Water Service Detail

SECTION i - INTRODUCTION

This policy manual was developed to be used as a guide by Grand Rapids Public Utilities Commission (GRPUC) personnel and to provide each customer the greatest practicable latitude in the use of service consistent with reliable, economical and safe service to all customers. The Grand Rapids Public Utilities Commission Water System Policy is on file at the Grand Rapids Public Utilities office, 500 SE 4th Street, Grand Rapids, MN 55744, Telephone: 218-326-7024, Fax: 218-326-7499, TDD: 218-326-7487. Copies are obtainable by any customer upon request made in person, telephone, or by mail at the GRPUC office. The result of using this manual should be consistent, logical and fair treatment of GRPUC customers in regard to water issues.

Legal ramifications of these policies are addressed in various parts of the Municipal Code.

SECTION ii - DEFINITION

- 1 Customer
- 2 Company
- 3 Water Service
- 4 Point of Delivery
- 5 Public Water System
- 6 City
- 7 Building Official
- 8 Service Agreement
- 9 Notice
- 10 Meter
- 11 Operating Policy

DEFINITIONS:

The following terms when used in these Operating Policy Rules, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated, have the meanings given below:

1. **Customer:** Any individual, partnership, association, firm, public or private corporation or governmental agency having GRPUC's water service at any specified location.
2. **GRPUC:** Grand Rapids Public Utilities Commission, a municipal corporation established under M.S.A. 412.321 – 412.391.
3. **Water Service Line:** Means the water service extension from the building to the curb stop. This word is synonymous with water line.
4. **Point of Delivery:** The end of GRPUC's service is at the curb stop. It's the customers responsibility to maintain the service line from the curb stop to the building, unless otherwise specified in Customer's Service Agreement.
5. **Public Water System:** Means all facilities for connection, pumping, treating, storage, and distribution.
6. **City:** Means the City of Grand Rapids.
7. **Building Official:** Means the Building Official of the City of Grand Rapids, Minnesota.
8. **Service Agreement:** The agreement or contract between GRPUC and Customer pursuant to which service is supplied and taken.
9. **Notice:** Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address, the period of notice being computed from the date of such personal delivery or mailing.
10. **Meter:** The meter auxiliary devices, if any, constituting the complete installation needed to measure the water supplied to any Customer at a single point of delivery.
11. **Operating Policy:** Means the set of rules contained herein governing the distribution of water.

SECTION I - SERVICE CONNECTION PERMITS

1. Scope

- 1.1 The policies enumerated in this Section are limited to that portion of a water service that is located on a public right-of-way. (That portion of a service located on private property is addressed by the City Building Code.)

2. Permit Application Procedure

- 2.1 No water service construction or connection shall be done without an approved "Service Construction or Connection Permit". Failure to secure the required Permit(s) will result in penalties as imposed by the applicable section of the Grand Rapids Municipal Code.
- 2.2 A customer applying for a Service Construction or Connection Permit must use the application form furnished by the GRPUC. (Appendix A)
- 2.3 This form must be filled out and submitted to the GRPUC office with the applicable permit application fee.
- 2.4 Once the permit application is submitted, the GRPUC General Manager (or his/her designated representative) will review and approve or disapprove the application within 5 working days. Approved permits will be mailed to the applicant. Permit applications that are not approved will be returned to the applicant with an explanation of the disapproval.
- 2.5 The water Service Construction or Connection Permit DOES NOT include a Utility Cut Permit. If such a permit is required, the applicant must also obtain a Utility Cut Permit/Right-of-Way Permit through the City of Grand Rapids Engineering Department. (Appendix B)

3. Permit Fees

- 3.1 The permit application fee (see Appendix C for the amount of this fee) will be retained by the GRPUC whether or not the application is approved.
- 3.2 If the application is approved, there will also be a water service construction or connection permit fee. (Appendix C)
- 3.3 The water service permit fee is based on a 5/8-inch meter. If the customer requests a larger meter, there will be an additional charge covering the extra meter cost.
- 3.4 Service Construction or Connection Permit fees cover only the following items:
- a) GRPUC processing costs and costs to set up billing accounts;
 - b) GRPUC inspection costs
- 3.5 Service Construction or Connection Permit fees DO NOT INCLUDE the following (this list is not necessarily all-inclusive):
- a) piping materials, fittings, etc.
 - b) incidental construction materials
 - c) installation labor
 - d) backfill materials and labor

- e) street pavement restoration
- f) curb and gutter, sidewalk, turf, restoration, etc.

4. Service Construction or Connection Permit Procedures

- 4.1 A copy of the approved permit(s) must be available at the work site whenever work is progressing.
- 4.2 No work shall be backfilled until inspected and approved by the GRPUC General Manager or his/her designated representative.
- 4.3 Upon completion of the work, the permit must be signed by the designated GRPUC inspector and the customer and returned to the GRPUC offices.

5. Services Constructed as Part of a Watermain

- 5.1 When watermains are constructed in newly developed areas, the GRPUC requires the construction of service lines from the mains to property lines as part of the main construction project. (In such cases the cost of constructing the service lines is funded by special assessments and/or the developer.)
- 5.2 Construction of such services must be done in accordance with drawings and specifications prepared or approved by the City Engineer.
- 5.3 When a property owner wishes to connect, a service connection permit must be obtained as outlined above.
- 5.4 Normal permit fees may be reduced by an amount equal to the GRPUC inspection costs. All other permit requirements and conditions apply.

6. Services to Newly Annexed Property

- 6.1 When properties are annexed to the City, it sometimes occurs that the properties have access to previously constructed water mains. In these cases, the newly annexed properties are permitted to connect to the mains. However, a special connection fee related to any past special assessments of these mains will be charged to the customer.
- 6.2 That special connection fee will be all or a portion of the cost of any special assessment that would have been levied if the property had been in the City at the time of the special assessments. The fee will be calculated according to the following table:

Years after main construction	Fee = this % of assessment
0-5	100%
5-10	75%
10-15	50%
15-20	25%
20-30	15%
Over 30	0%

SECTION II - SERVICE CONSTRUCTION REQUIREMENTS

1. Scope

1.1 The policies enumerated in this Section are limited to that portion of a water service that is located on a public right-of-way. (That portion of a service located on private property is addressed by the City Building Code.)

2. GRPUC Involvement in Service Construction

2.1 The GRPUC DOES NOT INSTALL WATER SERVICES.

3. Plumber or Contractor Required

3.1 A licensed plumber or contractor is required to perform or supervise all work associated with service connection construction as defined in this Section.

4. Material Requirements for Water Services:

4.1 Water service lines 2" in diameter or smaller are to be ASTM B88, Type K copper tubing.

4.2 Water service lines over 2" in diameter are to be Class 52 ductile iron pipe (AWWA C150).

4.3 Corporation stops at the main are to be cast brass as manufactured by Mueller Company No. 15000 or approved equivalent.

4.4 Curb stops are to be cast brass as manufactured by Mueller Mark II Oriseal or approved equivalent.

4.5 All fittings and connections on copper services are to be flared.

5. Construction Requirements:

5.1 Water service lines (except fire/sprinkler lines) are to be constructed as shown on the detail drawing(s) in Appendix E through G.

5.2 Maximum allowable tapping sizes for various watermain diameters are as listed in the following table:

C.I.P. or D.I.P. Diameter	Maximum Direct Tap Size	Maximum Size Corporation with Full Circle Stainless Steel Tapping Saddle
4"	3/4"	1"
6"	1"	1½"
8" and larger	1"	2"

All other taps shall be made with an approved tapping sleeve and valve.

- 5.3 The backfilling of service line excavations and restoration of disturbed surface improvements are to be as required by the City of Grand Rapids Utility Cut Permit/Right-of-Way Permit.
- 5.4 All water service lines shall be electrically conductive.

SECTION III - SERVICE OPERATING POLICIES

1. Separate Services Required

- 1.1 It is the intent of the GRPUC to limit the existence of water lines that serve more than one building.
- 1.2 In no event shall a water service line serve more than one parcel of property.
- 1.3 If a single property parcel is developed with multiple buildings (e.g., an apartment complex), a single line serving more than one building may be constructed only with the written approval of the GRPUC General Manager or his/her designated representative. Such approval will be granted only if the provision of separate services to each building is impractical. (The fact that a single service may be less costly to construct does not necessarily make multiple service lines "impractical".)
- 1.4 If an existing, single parcel of property with multiple buildings that are served by a single water service line is subsequently subdivided, additional services must be constructed so that each parcel is served by separate water service lines.

2. Ownership of Water Service Lines

- 2.1 The City and/or GRPUC own the watermain, valves, hydrants and similar appurtenances. The City and/or GRPUC also owns that part of a water service line from the main to and including the curb stop (or other type of shut-off). However, if the curb stop or other shut-off is located outside the public right-of-way, City and/or GRPUC ownership ends at the edge of the right-of-way.
- 2.2 The property owner served by a water service line owns that part of the service not owned by the City.
- 2.3 A drawing depicting typical ownership is included in Appendix D.

3. Maintenance, Repair and Replacement of Service Lines

- 3.1 The GRPUC will maintain, repair and replace (at its own cost) those portions of service lines that are owned by the City and/or GRPUC. Such maintenance, repair and replacement will be done only during the useful life of the service line and such maintenance, repair and/or replacement will be at the discretion of the GRPUC. If a service line is beyond its useful life, the property owner will be responsible for maintenance, repair and replacement of those portions of the service line owned by the City and/or GRPUC.

- 3.2 Property owners will maintain, repair and replace (at their cost) those portions of service lines that they own.
- 3.3 The GRPUC will maintain and repair (at its own cost) those portions of the water main that are owned by the City and/or GRPUC.

4. Abandonment and Removal of Service Lines

- 4.1 Any water service that is no longer being used (for example, when a house is demolished) shall be considered an abandoned service. All abandoned services shall be removed by the property owner at his own expense.
- 4.2 Water service lines to be abandoned shall be excavated and disconnected at the watermain. (Corporation stops need not be removed.)
- 4.3 Under extreme circumstances and at his/her sole discretion, the GRPUC General Manager or his/her designated representative may temporarily waive the above requirement. If such waiver is granted, the affected property owner must make a cash payment to the GRPUC in an amount equal to the cost of removal. This amount will be calculated by the GRPUC.
- 4.4 If removal requires work within the public right-of-way, the property owner must obtain a Utility Cut Permit/Right-of-Way Permit from the City of Grand Rapids Engineering Department.
- 4.5 Abandoned services shall be removed within one year of the date of the last use of the service. If removal is not done within that year, the GRPUC will arrange for the removal of the service and will bill the property owner for all expenses of removal plus an additional amount (25% of expenses) to provide for any overhead expenses.
- 4.6 Whenever a new building is erected on the site of an old building and it is desired to increase or to change the water service, no connection with the watermain may be made until the old service is removed.

5. Frozen Services

- 5.1 Upon being notified by a property owner or resident that a water service line is frozen, the GRPUC will attempt to thaw the service line.
- 5.2 That portion of the service from the main to the curb stop or shut-off will be thawed first. If thawing this portion restores service, no charge to the property owner or resident will be made.
- 5.3 Paragraph 5.2 will apply only once per winter. That is, if the GRPUC thaws a service that is frozen on the GRPUC-owned side on the curb stop, the property owner becomes responsible for keeping the line thawed (e.g., by maintaining a constant flow in the amount of flow which will be determined by the GRPUC.) In this case, the property owner will be permitted by the GRPUC to maintain a constant flow and no water usage charge above the customer's normal monthly bill will be made. If thawing is required a second time, a service thawing charge (Appendix C) will be made.
- 5.4 If service is not restored by thawing between the main and the shut-off, the GRPUC will attempt to thaw the remaining (i.e., privately owned) portion of the service line. If thawing this portion restores service, a "service thawing charge" will be made. The amount of the charge will be listed in Appendix C.

- 5.5 If a service is frozen on the privately owned side of the curb stop, the owner will have one calendar year to replace the frozen line at a depth below the frost line (i.e., lower than 8 feet). During the winter of that first year, the property owner can request, and will be granted, the permission of the GRPUC to maintain a constant flow in the service line. If they do not replace the service line within one year, they will be billed for all water used including the extra water used to maintain constant flow, as determined by the GRPUC, to keep the line from freezing.

SECTION IV - WATER SERVICE METERS

1. Initial Installation

- 1.1 The GRPUC will furnish all meters.
- 1.2 A 5/8-inch meter will normally be furnished. The GRPUC will furnish a larger meter upon the request of the connecting customer.
- 1.3 The cost of a 5/8-inch meter is included in the normal service connection fee. (See Section I.) Any and all cost above the cost of a 5/8 inch meter associated with the furnishing of a larger meter will be added to the construction and connection permit fee and will be the responsibility of the customer.
- 1.4 Meters are to be installed by the customer or by a licensed plumber hired by the customer.
- 1.5 After installation, the connecting customer shall contact the GRPUC and arrange for the inspection of the meter installation and the sealing of the meter.
- 1.6 All meters shall have a remote reader installed. The GRPUC will install the remote reader and associated wiring at no charge to the customer. At the discretion of the GRPUC, the GRPUC may install automated meter reading devices (AMR).
- 1.7 A sketch of a typical water meter installation is included in Appendix E.

2. Ownership of and Access to Water Meters

- 2.1 The GRPUC will retain ownership of water meters.
- 2.2 The meter, remote reading device and/or AMR must be readily accessible to the GRPUC for monthly reading as well as for repair or replacement.
- 2.3 If a customer denies the GRPUC access to a water meter at any reasonable time, the GRPUC may shut off the water supply. The supply will remain shut off until access is provided and a scheduled "Water Shut-Off and Restoration Fee" (Appendix C) is paid. The customer may elect to have the GRPUC install an AMR device at his/her cost.

3. Meter Repair

- 3.1 The GRPUC will repair or maintain water meters.
- 3.2 Normal maintenance or repair costs will be paid by the GRPUC.
- 3.3 Costs incurred by the GRPUC for maintenance or repair due to negligence (e.g., freezing) will be billed to the customer. In such cases, the customer will be charged the full cost of repair, maintenance or replacement as determined by the GRPUC. The customer shall also relocate or protect the water meter in a manner that will prevent future damage (e.g. from freezing).

4. Meter Testing

- 4.1 Any customer may request that a water meter be tested by the GRPUC.

- 4.2 If meter testing shows that the meter is accurate to within +/- 5%, the customer shall pay all testing costs including removal and reinstallation.
- 4.3 If a meter is more than 5% inaccurate, the GRPUC will remove, test and repair or replace (at its sole discretion) the meter at no cost to the customer.

5. Meter Replacement

- 5.1 If a customer requests a different size meter (e.g. due to increased usage), the GRPUC will supply the larger meter. The customer will be charged for the cost of the new meter less the depreciated value of the old meter. (Meters will be depreciated over a 33-year period by the straight-line method.)
- 5.2 If a meter is replaced by the GRPUC due to obsolescence, the customer will be charged only for the extra cost above the cost of a new 5/8 inch meter. The GRPUC will, and at its' sole discretion, determine if and when a meter is obsolete.

SECTION V - SERVICE CONNECTIONS/GENERAL ISSUES

1. Water consumption will be based on the volume of water used. Rates will be set from time to time as determined by the GRPUC.
2. The GRPUC may also initiate "ready-to-serve" rates for potentially high demand users. (An example of a high demand user is the owner of a building that is equipped with fire sprinklers.) Any ready-to-serve rate will be computed on a case-by-case basis.
3. If a building is served by a "fire line", a separate service line and meter for domestic water use will be required. Connections or taps on a fire line must be for fire suppression purposes only. No domestic or process water uses can be served through a fire line. (The purposes of this requirement are: 1) to ensure that all domestic and process uses are metered; and 2) to ensure that domestic and process use can be shut off [for example, for non-payment] without affecting fire safety.)
4. Cross connections (as defined in the Minnesota Plumbing Code) are strictly prohibited. It is the responsibility of each water user to control and prevent cross connections on his/her property or premises. The GRPUC reserves the right to inspect any premise where a cross connection is suspected to exist. If a cross connection is found, the GRPUC will shut off water service immediately. Water service will not be restored until the Grand Rapids City Building Official certifies that the cross connection has been eliminated. A scheduled water shut off and restoration fee (Appendix C) will be billed to the customer to offset GRPUC costs for water shut-off and restoration.
5. Seasonal water users can request that water service be shut off for any length of time. No shut-off charge will be made. When the user requests restoration of water service, a scheduled water shut off and restoration fee (Appendix C) will be added to the next water billing.
6. Water users may request that water service be temporarily shut off for reasons other than seasonal use. (For example, household plumbing repairs may require a temporary shut-off.) There will be no charge by the GRPUC for this service if the shut-off and restoration can be scheduled into the normal GRPUC work plan. However, if for any reason, the customer requires an immediate (unscheduled) shut-off an "Unscheduled Shut-off and Restoration Charge" (see Appendix C) will be billed to the customer.
7. Water customers may not "resell" water services. For example, an apartment complex that has one or more master meters (upon which GRPUC bills are based) may not meter individual apartments for the purpose of charging those apartments on the basis of usage.

SECTION VI – BILLING

1. Application for Utility Service: All customers applying for utility services must complete and sign the *Application for Utility Service. (Appendix A)*. Information requested is necessary to supply utility services for billing purposes and for notification of the homeowner regarding emergency services. The signed Application must be on file in the offices of the GRPUC within one week of connection of utility services, or services may be subject to disconnection.
2. Meter Reading and Billing: GRPUC meter readers read Customer’s water meters monthly and statements are mailed out to Customers, according to established cycle billing procedures. A return courtesy envelope is included with the statement for Customer convenience. Non-receipt of bills does not release or diminish the obligation of Customer with respect to payment thereof. Customers who have questions about their bill may call the GRPUC office.
3. Payment of Utility Bills: Bill payments may be mailed to the GRPUC using the self-addressed courtesy envelope included with the bill statement, or in person at the Public Works/ Public Utilities Service Center at 500 SE 4th Street. Payment drop boxes are located at the following locations:

Ogle’s Foods	Cub Foods	Public Works/ Public Utilities Building
503 NW 4 th Street Grand Rapids, MN (located in entryway)	2420 S Pokegama Ave Grand Rapids, MN (located in entryway)	500 SE 4 th St Grand Rapids, MN (on pedestal North side of building)

Customers may also choose to have their bills automatically paid from their checking or savings accounts through the Direct Payment Plan. Authorization forms are available at the GRPUC office.

Residential Customers are also given the opportunity to participate in our Budget Billing Program. Program eligibility requirements and authorization forms are available at the GRPUC office.

4. Delinquent Bills/Late Payment Charges: Utility bills not paid in full by the due date stated on the bill statement will become delinquent and the total amount of the balance due on the statement shall be subject to a late payment charge of 1.5% per month or a minimum charge of \$1.00, whichever is greater, if the unpaid balance due exceeds \$10.00. The GRPUC will notify Customer by a Final Notice letter of the delinquency, the amount of the late charge, and the policies related to disconnection of services. Accounts not paid by the due date stated on the Final Notice are subject to disconnection of services. No Late Payment Charge will be charged on any portion of a utility balance in dispute while dispute procedures are underway. A Late Payment Charge may be retroactively charged on the settled amount after dispute procedures are completed. Any bills remaining unpaid on closed accounts will be transferred to a new account.
Water bills and other charges that have not been paid within twenty-five (25) days, the bills are considered to be delinquent, may be certified against the property served per Minnesota Statutes 444.075. The taxpayer of record will receive notice of the proposed assessment amount. The GRPUC General Manager or designated representative will certify unpaid utility charges to the County Auditor by December 28, for collection as other taxes are collected; such charges constitute a continuing lien against the property served.
5. Disconnection and Reconnection of Services: If Customer service is shut off for non-payment, the amount stated on Final Notice must be paid in full, along with a reconnection charge, before service be reconnected. Reconnection charges are established by the GRPUC and are found in Appendix C.

the event of a condition determined to be hazardous to a customer, to other customers of GRPUC, to the GRPUC equipment, or to the public in general, and service is shut off, there will be no charge for reconnection when the condition has been remedied.

6. Adjustment for Inaccurate Meter Registration: In the event that any routine or special test of a meter discloses its average accuracy of registration to be in error by more than 5%, fast or slow, GRPUC will refund the overcharge for a fast meter or charge for water consumed, but not included in the bills previously rendered, for a slow meter. The refund or charge for both fast and slow meters will be based on corrected meter readings for a period equal to one-half the time elapsed since the last previous test but not to exceed six (6) months, unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the refund or charge will be computed to that date, but in no event for a period longer than one (1) year.

Whenever any bill or bills have been adjusted or corrected as provided above, GRPUC will refund to existing Customer any amount due when the amount due exceeds one (\$1) dollar or to previous Customer any amount due when the amount due exceeds two (\$2) dollars or the GRPUC will bill Customer for any amount owed when the amount owed exceeds ten (\$10) dollars, as the case may be.

7. Disputed Utility Billings: Should a utility customer dispute, as being unjustified, his/her utility billing or subsequent notice of delinquency, he/she must contact the Business Office of the GRPUC within ten (10) days from the date of said billing or notice to arrange for a hearing. Said hearing shall be with the General Manager of the GRPUC whose decisions in such hearings shall be final.
8. Unlawful Use of Service: In any case of tampering with meter installation or interfering with the proper functioning thereof, or any other unlawful use or diversion of service by any person, or evidence of any such tampering, interfering, unlawful use or service diversion, Customer will be subject to immediate discontinuance of service, without notice, and to prosecution under applicable civil laws per Minnesota Statutes 325E.026, subd.2, and the GRPUC shall recover double the cost of the service provided, plus the costs involved in the civil action.

SECTION VII -- WATER DISTRIBUTION/GENERAL ISSUES

1. No person other than City or GRPUC employees shall operate any valve or hydrant without the written approval of the GRPUC General Manager or his designated representative. See the appropriate section of the Municipal Code for applicable penalties.
2. The GRPUC makes no warranty to its customers regarding continuous service, water quality, constant water pressure or any other condition except as otherwise required by Federal or State law.
3. Upon written request from a contractor and at its sole discretion, the GRPUC may supply water for construction purposes. Construction water will normally be supplied from a hydrant and will be metered. The charge for this service will be a hydrant meter installation charge plus the normal volume charges for the water used. (Appendix A). Other options for supplying "construction water" will be evaluated on a case-by-case basis. Evaluation of such options will include consideration of service charges.
4. Other infrequent uses of large amounts of water (such as filling a swimming pool) will be treated in the same manner as construction water. That is, the charge for water provided will be a hydrant meter installation charge plus the normal volume charges for the water used.
5. Any damage done to watermain, valves, valve boxes, hydrants or any other component of the water distribution system will be repaired by the GRPUC (with its own or hired forces). The cost of such repair will be billed to the party or parties responsible for the damage.
6. Repair of Leaks. It is the responsibility of the consumer or owner to maintain the service line from the curb stop to the building. In case of failure upon the part of any consumer or owner to repair any leak occurring in his service pipe within twenty-four (24) hours after oral or written notice has been given the owner or occupant of the premises, the water may be shut off and will not be turned on until the appropriate charge has been paid and the water service repaired. At its' discretion the GRPUC may shut off water service if it is determined that damage is likely to result from the leak or if there is a threat to public safety.
7. The GRPUC may prohibit water use by declaring a water emergency measures. After twenty-four (24) hours notice, following broadcast by local radio stations, or immediately after hand-delivered special notice that a "water emergency" exists, it shall be unlawful for the owner or occupant of any property to use water for sprinkling a lawn, washing a motor vehicle, or any other non-essential use not involving private or public sanitation or health. Such water emergency shall continue until further notice by local radio or newspaper.

SECTION VIII - WATER DISTRIBUTION UNDERGROUND UTILITY LOCATIONS

1. General

- 1.1 All requests for locations of underground facilities shall be channeled through the "Gopher State One-Call" system and shall comply with Minnesota Statutes Section 216D (One Call Excavation System). The telephone number is 1-800-252-1166 and a 48-hour notice is required. The GRPUC will not accept walk-in or telephone calls for locates, with the exception of emergency locates.
- 1.2 Emergency location is defined as a situation where a customer has a service outage of any utility (gas, water, telephone, electric, cable television). These cases will be given priority.
- 1.3 The GRPUC will locate its lines as a service to the person or company requesting the location. When the excavator approaches the estimated location, (36" to either side of the paint or flags), the exact location shall be determined and uncovered by the excavator by hand digging. GRPUC personnel will not expose the line which has been located. The excavator shall provide proper supports for the utility line while digging around the line.
- 1.4 The GRPUC will not be responsible for time delays caused to a person or contractor should the location be more than 3 feet off for water. Should the utility line not be found after a reasonable amount of digging by the person or contractor, the GRPUC will return to the site as soon as possible to relocate the utility.
- 1.5 During projects of large size or lengthy duration, the contractor requiring locating assistance may ask for scheduled stops throughout the day by locators. This procedure will require three days notice prior to the start of the specific project. The scheduled stops shall be prearranged with the GRPUC locator.
- 1.6 Damage to any GRPUC facility which was not requested to be located by the GRPUC will be repaired by the GRPUC. The cost of repair will be billed to the person or company who caused the damage. The bill shall amount to all GRPUC labor, material, equipment and overhead plus any contract time and equipment (including overhead) required to repair the damages.

2. Water Utility Locations

- 2.1 The GRPUC will locate and paint with blue, water mains and water service lines. Since the GRPUC's locating equipment can be used only for locating metallic piping, only metallic mains and services will be located.
- 2.2 Water main valves and curb boxes will be marked with blue paint and they may be marked with a wood lathe or blue flag in dirt or gravel areas.
- 2.3 Service lines from the water standpipe to the premises are the property of the owner. As a courtesy, the GRPUC will provide locations of the property owner's service at the request of the property owner, or contractor doing work for the property owner. The GRPUC assumes no responsibility or liability for this location.

APPENDIX A

PERMIT # _____
Cross Reference to Street _____
Opening Permit # _____

**APPLICATION FOR UTILITY SERVICE
FOR WATER/SEWER SERVICE
CONSTRUCTION OR CONNECTION**

Permit Application Fee: _____ Received on _____ by _____

Construction/Connection Fee: _____ Received on _____ by _____

(Do not write above this line.)

Application is hereby made to perform the following work:

(Check all that apply)

- Construct new water service line
- Construct new sewer service line
- Connect to existing curb stop or shut-off
- Connect to existing sewer service lead
- Other (Provide details on separate sheets and attach to this application.)

Water Service Data:

Size of existing watermain: _____ Material: _____

Size of existing curb stop/shut off: _____

Size of proposed service: _____

Meter size requested: _____

Appendix A Cont.

Location of work (house #, street, avenue, etc.): _____

This property has been annexed to the City of Grand Rapids in 1992 or later:

___ Yes ___ No (If yes, see Section I, Item 6.2.)

The work will start on _____ and will be completed by _____.

Company/Indiv. Performing Work

Local Contact Person

Address

Contact Person Phone #

City, State, Zip

The work to be done under this permit shall be in strict conformity with the ordinances of the City of Grand Rapids and to the standards adopted by the Grand Rapids Public Utilities Commission, the City Engineer and the State of Minnesota. The applicant shall hold harmless and defend the GRPUC for any claim of loss or damage made against the GRPUC, its employees or representatives arising out of the activities of the applicant.

Applicants Signature

Date

(Do not write below this line)

This application has been reviewed by the Grand Rapids Public Utilities Commission General Manager or his/her designated representative and is:

___ Approved with standard specifications (see attachments)

___ Approved with special specifications (see attachments and notations)

___ Denied

Signed: _____ Date: _____

The work described in this permit was completed in accordance with Grand Rapids Public Utilities Commission policies on _____.

Signed: _____ Date: _____
(Property Owner)

Service Installation Inspected By: _____ Date: _____
(GRPUC Representative)

Meter Installation Inspected By: _____ Date: _____
(GRPUC Representative)

Comments:

**WORKSHEET TO DETERMINE
FEE FOR WATER SERVICE
CONSTRUCTION
OR CONNECTION PERMIT**

PERMIT #: _____

APPLICANT: _____

LOCATION: _____

If permit is to construct a new water service:

Current basic fee (includes 5/8" meter): _____

Size of meter: _____

Extra meter cost: _____

If permit is to connect to an existing curb
stop or shut off:

Current basic fee _____

Fee for annexed property according to
Section I, Item 6.2. _____

TOTAL PERMIT FEE: _____

Appendix B

PERMIT # _____

APPLICATION FOR UTILITY CUT PERMIT
WORK IN THE
PUBLIC RIGHT-OF-WAY
CITY OF GRAND RAPIDS, MINNESOTA

Application is hereby made to perform the following described work within the public right-of-way (provide details here, attach additional pages if needed):

The right-of-way affected by the proposed work is located at (provide name of street/alley/etc.):

The work will start on _____ and will be completed by _____

Company/Indiv. Performing Work

Applicant (If other)

Address

Address

City, State, Zip

City, State, Zip

Phone

Phone

The work to be done under this permit shall be in strict conformity with the ordinances of the City of Grand Rapids and to the standards adopted by the City Engineer and the State of Minnesota.

The applicant shall hold harmless and defend the City of Grand Rapids for any claim of loss or damage made against the City of Grand Rapids, its employees or representatives arising out of the activities of the applicant.

Applicants Signature

Date

DO NOT WRITE BELOW THIS LINE

This application has been reviewed by the City Engineer or his representative and is:

_____ Approved with standard specifications (see attachments)

_____ Approved with special specifications (see attachments & notations)

_____ Denied

Signed: _____

Date: _____

Inspected by: _____

Date: _____

Comments: _____

Appendix B cont.

IMPROVEMENT GUARANTEE

The amount of the guarantee is based on what it would cost the City to correct a rehabilitation job to specified standards. A minimum of \$25.00 retainage is required.

Calculate the reconstruction fees as follows:

Sidewalk	S.F. @ \$ 3.50
Concrete Curb	L.F. @ \$25.00
Blvd. Restoration	S.Y. @ \$ 3.50
Street Surface	S.Y. @ \$30.00
Gravel Alley	S.Y. @ \$ 3.50
Paved Alley	S.Y. @ \$30.00

TOTAL: \$ _____ (minimum of \$ 25.00)

The guarantee may be submitted in the form of a certificate of deposit naming the City of Grand Rapids as the owner; letter of credit from a financial institution approved by the City of Grand Rapids; or cashier's check. The City will maintain possession of the Guarantee Fee until such time as the specific utility cut restoration has been inspected and approved by the City Engineering Department:

The individual amounts for the improvement guarantee will be waived for 20 or more permit applications, being submitted at one time, by utility companies or contractors. In lieu of individual guarantees, the companies may submit an approved \$5,000.00 certificate of deposit naming the City of Grand Rapids as owner; letter of credit from a financial institution approved by the City of Grand Rapids; or cashier's check for each construction season, beginning on May 15th of each year.

REVIEW AND PROCESSING FEES

A one-time, non-refundable fee of \$20.00 will be charged for individual permits issued; with a fee of \$15.00 per permit for a batch of applications (20 or more at a time) for utility companies and contractors. This fee covers the cost of reviewing permit applications and field inspection of the rehabilitation sites.

IMPROVEMENT GUARANTEE: \$ _____ (minimum of \$25.00)

PERMIT FEE: \$ _____

TOTAL PAYMENT DUE: \$ _____

APPENDIX C

FEES

<u>Policy Section</u>	<u>Fee Description</u>	<u>Amount</u>
I-2.3	Water service permit application fee	\$20.00
I-2.5	Street opening permit	Varies
I-3.2	Water service construction or connection permit fee	\$100+ meter cost
I-5.4	Credit for inspection costs	\$50.00
I-6.2	Special connection fee (newly annexed property)	Varies
III-5.4	Service thawing charge	At PUC cost
IV-4.2	Meter testing costs	At PUC cost
IV-2, V-4	Unscheduled water shut-off and restoration (after normal hours)	\$200.00
V-5	Scheduled water service restoration	\$50.00
V-6	Unscheduled shut-off and restoration (during work hrs)	\$100.00
VI-3	Hydrant meter installation charge	\$50.00

APPENDIX D

CURRENT WATER

Water Rate Formula

Applicable **within** the corporate limits of
of
the City of Grand Rapids:

Applicable **beyond** the corporate limits
the City of Grand Rapids:

Meter Size

5/8"-3/4"	\$5.25
1"	7.05
1 1/4"	7.95
1 1/2"	8.90
2"	13.85
3"	50.55
4"	64.15
6"	95.85

Meter Size

5/8"-3/4"	\$5.65
1"	7.65
1 1/4"	8.65
1 1/2"	9.65
2"	15.10
3"	55.25
4"	70.10
6"	104.80

City Water (per thousand gal.)

First 10,000 Gallons	\$3.10/1,000
Next 30,000 Gallons	2.83/1,000
Next 210,000 Gallons	2.64/1,000
Next 250,000 Gallons	2.45/1,000

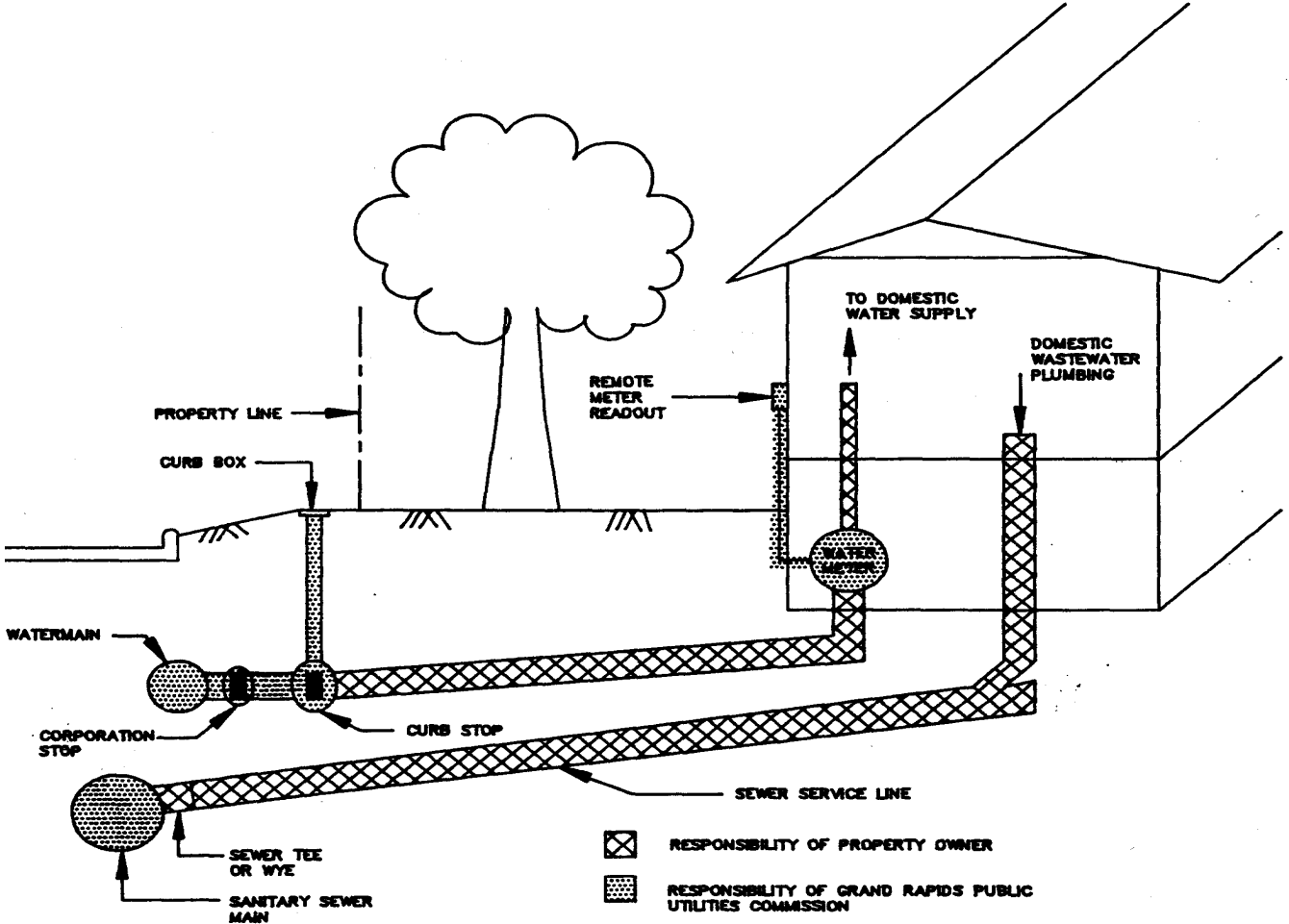
*Charges calculated are on a per month basis

Rural Water Rate (per thousand gal.)

First 10,000 Gallons	\$3.35/1,000
Next 30,000 Gallons	3.07/1,000
Next 210,000 Gallons	2.85/1,000
Next 250,000 Gallons	2.66/1,000

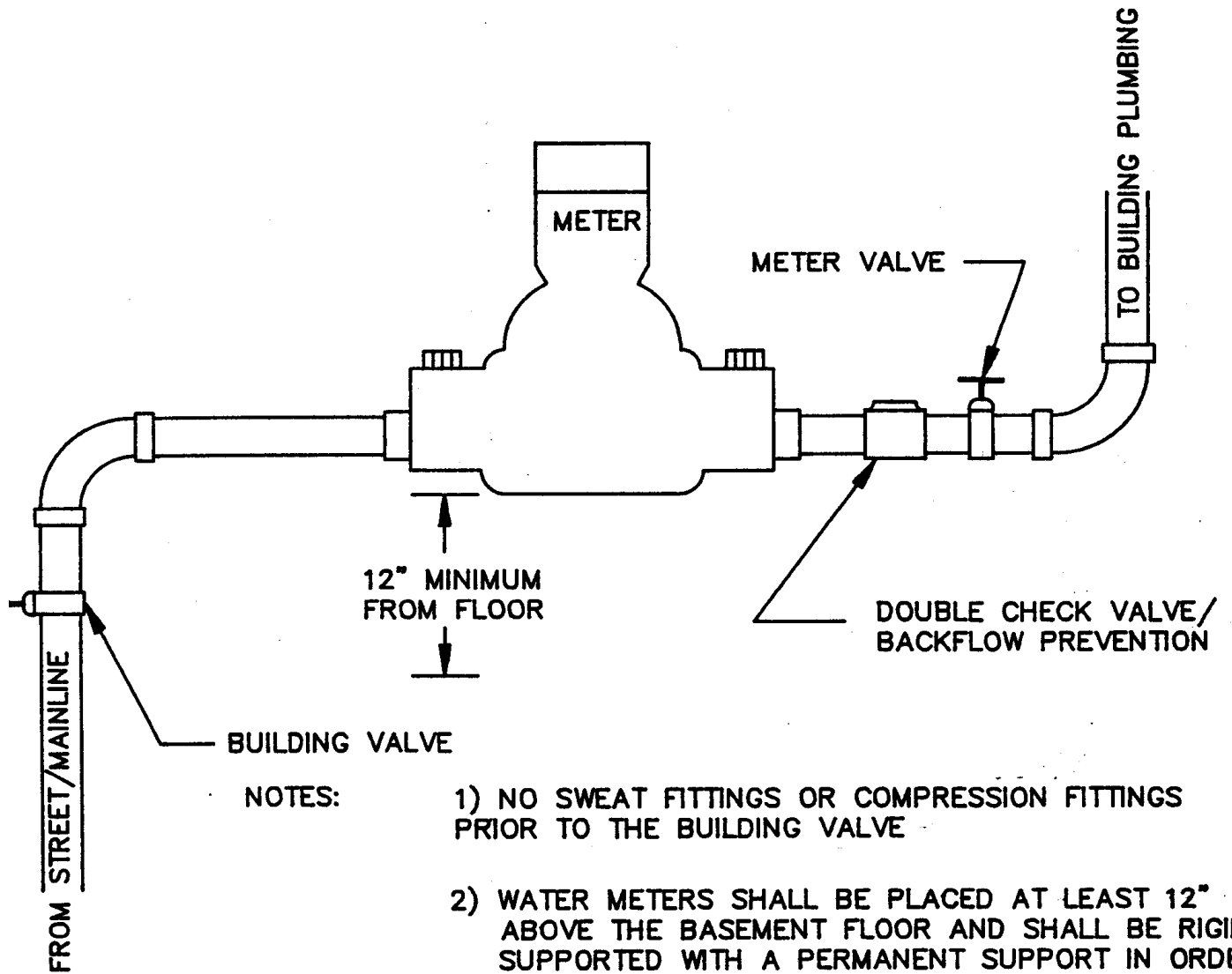
*Charges calculated are on a per month basis

Appendix E



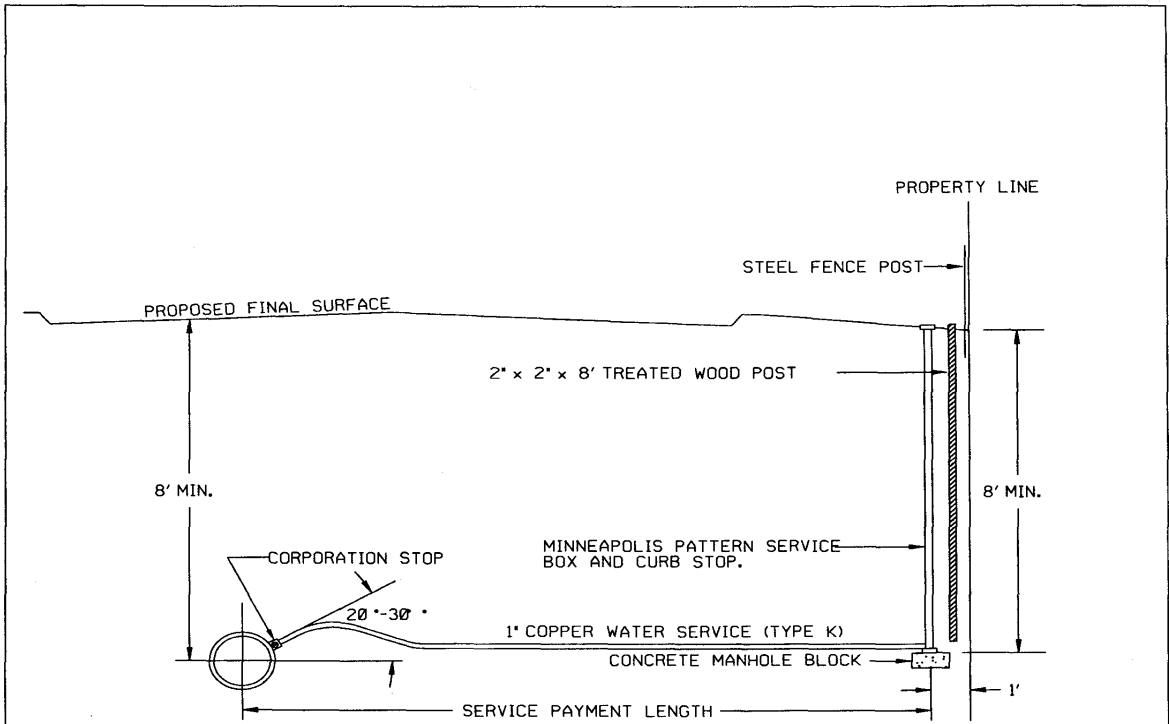
TYPICAL OWNERSHIP SKETCH

Appendix F



TYPICAL WATER METER INSTALLATION

Appendix G



WATER SERVICE PIPE AND FITTINGS

COPPER TUBING FOR WATER SERVICE LINES SHALL MEET THE REQUIREMENTS OF ASTM B88, TYPE K.

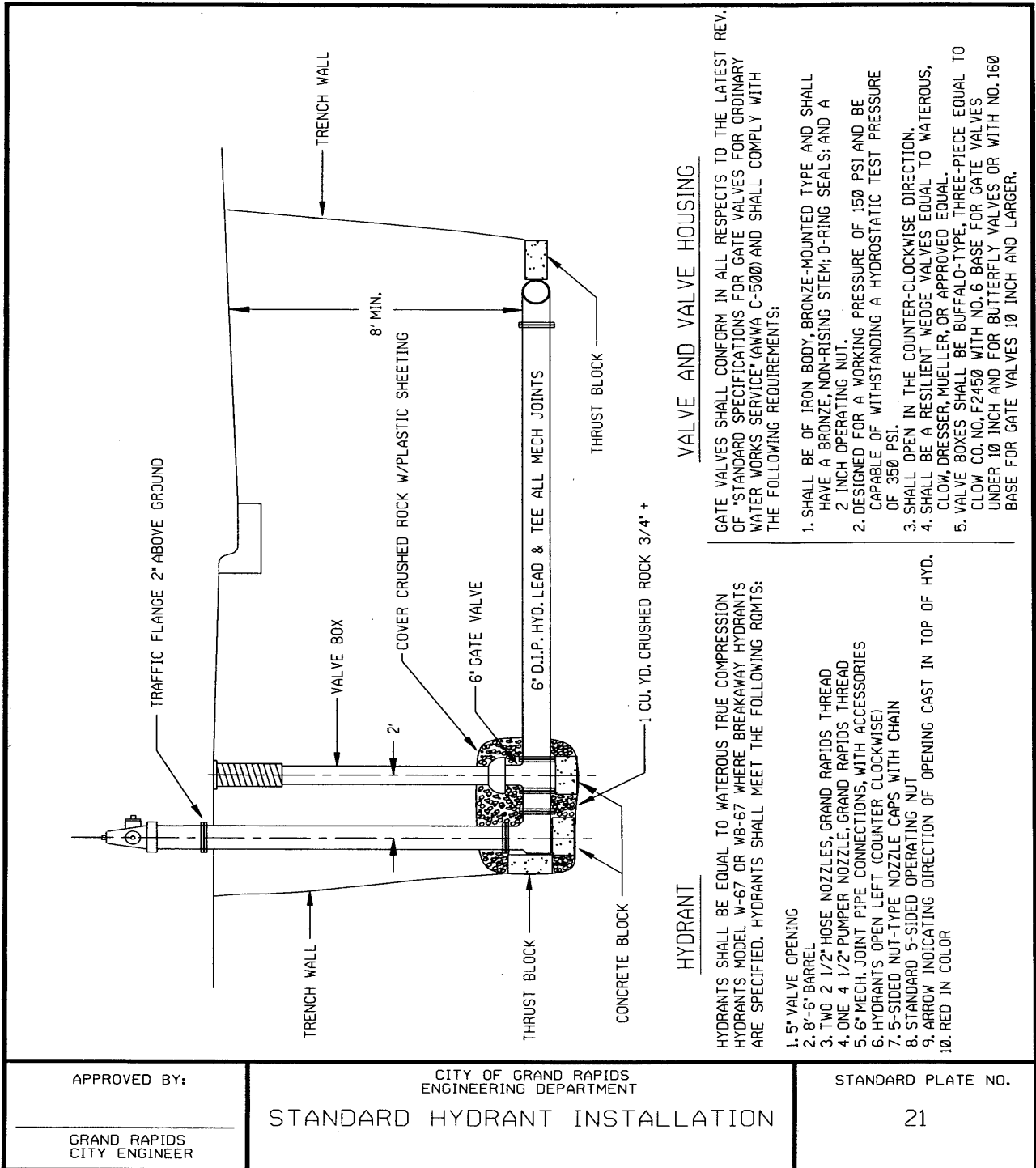
CORPORATION STOPS SHALL BE BEST QUALITY CAST BRASS EQUAL IN QUALITY TO THOSE MANUFACTURED BY MUELLER COMPANY OR FORD METER BOX COMPANY. THE CORPORATION OUTLET SHALL BE BRASS 1/8 BEND FITTING WITH FLARED COPPER CONNECTION.

CURB STOPS SHALL BE BEST QUALITY CAST BRASS, MINNEAPOLIS PATTERN STOPS EQUAL IN QUALITY TO THOS MANUFACTURED BY THE MUELLER COMPANY OR FORD METER BOX COMPANY. CURB STOP BOXES SHALL HAVE A MINNEAPOLIS PATTERN BASE.

THE WATER SERVICE LINE SHALL BE BEDDED AND INCASED IN GRANULAR BEDDING (INCIDENTAL TO PIPELINE CONSTRUCTION).

<p>APPROVED BY:</p> <p>GRAND RAPIDS CITY ENGINEER</p>	<p>CITY OF GRAND RAPIDS ENGINEERING DEPARTMENT</p> <p>STANDARD WATER SERVICE</p>	<p>STANDARD PLATE NO.</p> <p>22</p>
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Appendix H



VALVE AND VALVE HOUSING

GATE VALVES SHALL CONFORM IN ALL RESPECTS TO THE LATEST REV. OF "STANDARD SPECIFICATIONS FOR GATE VALVES FOR ORDINARY WATER WORKS SERVICE" (AWWA C-500) AND SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

1. SHALL BE OF IRON BODY, BRONZE-MOUNTED TYPE AND SHALL HAVE A BRONZE, NON-RISING STEM; O-RING SEALS; AND A 2 INCH OPERATING NUT.
2. DESIGNED FOR A WORKING PRESSURE OF 150 PSI AND BE CAPABLE OF WITHSTANDING A HYDROSTATIC TEST PRESSURE OF 350 PSI.
3. SHALL OPEN IN THE COUNTER-CLOCKWISE DIRECTION.
4. SHALL BE A RESILIENT WEDGE VALVES EQUAL TO WATEROUS, CLOW DRESSER, MUELLER, OR APPROVED EQUAL.
5. VALVE BOXES SHALL BE BUFFALO-TYPE, THREE-PIECE EQUAL TO CLOW CO. NO. F2450 WITH NO. 6 BASE FOR GATE VALVES UNDER 10 INCH AND FOR BUTTERFLY VALVES OR WITH NO. 160 BASE FOR GATE VALVES 10 INCH AND LARGER.

HYDRANT

HYDRANTS SHALL BE EQUAL TO WATEROUS TRUE COMPRESSION HYDRANTS MODEL W-67 OR WB-67 WHERE BREAKAWAY HYDRANTS ARE SPECIFIED. HYDRANTS SHALL MEET THE FOLLOWING RQMTS:

1. 5" VALVE OPENING
2. 8'-6" BARREL
3. TWO 2 1/2" HOSE NOZZLES, GRAND RAPIDS THREAD
4. ONE 4 1/2" PUMPER NOZZLE, GRAND RAPIDS THREAD
5. 6" MECH. JOINT PIPE CONNECTIONS, WITH ACCESSORIES
6. HYDRANTS OPEN LEFT (COUNTER CLOCKWISE)
7. 5-SIDED NUT-TYPE NOZZLE CAPS WITH CHAIN
8. STANDARD 5-SIDED OPERATING NUT
9. ARROW INDICATING DIRECTION OF OPENING CAST IN TOP OF HYD.
10. RED IN COLOR

APPROVED BY:

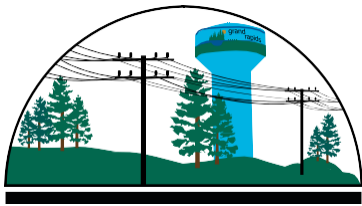
GRAND RAPIDS
CITY ENGINEER

CITY OF GRAND RAPIDS
ENGINEERING DEPARTMENT

STANDARD HYDRANT INSTALLATION

STANDARD PLATE NO.

21



GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

Item 18.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

ADMINISTRATION DEPARTMENT MONTHLY REPORT April 2022 Commission Meeting

Safety

There were no OSHA recordable accidents in the Administration Department last month.

Office Closure

- GRPU offices will be closed Friday, April 15 in observance of Good Friday.
- GRPU offices will be closed Tuesday, May 3 so employees may assist with Ribbon Cutting Event.

Staffing

- Doug Green, Maintenance I, retired on April 1.
- Corey Dimich, promoted from Maintenance II to Maintenance I on April 4.
- Jason Smith, will be promoted from Maintenance III to Maintenance II on April 25.
- Jake Bowers, Journey Lineworker, resigned on March 22.
- CSRs Jodi Esler and Cindy Trbojevich completed their 6-month probationary period on April 4.
- Lead CSR Paula Hennemann will complete her 6-month probationary period on April 12.

Community Involvement

- Employee leadership volunteering efforts at Second Harvest.
- MMUA Tom Bovitz Memorial Scholarship – no applications received
- Public Employee Appreciation Week – May 2 to 5
- Solar Plus Battery Storage Ribbon Cutting – May 3 (see attached flyers)

Projects Performed Last Month

- GRPU intranet development – go live scheduled for May 5.
- Legislative hearings for GRPU WTP Renovation Project.
- Employee promotions, on-boarding and off-boarding.
- MMUA board strategic planning meeting.

Projects Scheduled for This Month

- New GRPUC website development – joint effort with the City – go live April 15.
- All employee MS Teams roll out and training – April 18 and 19.
- Ribbon Cutting event planning and preparation.
- Working with staff on WWTP & WTP future shift schedule changes.
- New Commissioner Nancy Saxhaug orientations.



Item 18.

**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

Please join us for the ribbon cutting event at the new
ITASCA CLEAN ENERGY SOLAR PLUS BATTERY STORAGE facility
on May 3, 2022 at 10:00 AM

This event will take place on the project site at [2515 SE 7th Avenue, Grand Rapids, MN.](#)

Grand Rapids Public Utilities is excited to share this huge project with the community. The new facility includes a 2 Megawatt (MW) solar array paired with a 1 MW - 2.5 hour lithium ion battery surrounded by pollinator-friendly vegetation!

Please RSVP on the GRPU Facebook [event page](#).

The event will include an overview from the project team followed by tours and exhibits for the whole family to enjoy throughout the day! The project team includes: Itasca Clean Energy Team, Grand Rapids Public Utilities, City of Grand Rapids, Iron Range Resources & Rehabilitation, Minnesota Power, and US Solar.

Follow the [GRPU Facebook page](#) for more details in the coming weeks.





**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature



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The event will include an overview from the project team followed by tours and exhibits for the whole family to enjoy throughout the day!

Please use the QR code to RSVP and to see more details in the coming weeks on GRPU's Facebook event page.





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 13, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) Advisory Services for \$20,000.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

Expense background:

This procurement is for unbudgeted operations expense in the amount of \$20,000. General Manager, Julie Kennedy, approved a request for exploration of the concept of a joint RFP with the City late in 2021 after the 2022 budget was prepared. Business Services Manager, Jean Lane, will work with GRPU managers to find the \$20,000 in the 2022 adopted GRPU operations budget.

The GRPU Procurement Policy was followed and two quotes are on file for this requested professional services.

Software background:

GRPU currently uses Great Plains (GP) Dynamics for accounting software and Cogsdale for customer service management, construction management, and work management (service orders) which integrate into GP Dynamics. GRPU has used these software for the past decade and though they are operational, many features of the programs are very “clunky”. GRPU team members have found workarounds, often times outside of the software in other products such as MS Excel, to complete their work. Using separate programs then “disconnects” the continuity of tracking any given cost, asset, work order, or other item through the various processes.

In October 2021, the GRPU accounting team and the City of Grand Rapids Finance team met to share information, discuss how to work better together, ideas for joint projects, consideration of process improvements and streamline functions. The City indicated they their current software was quite old and did not perform some generally accepted industry standard functionality. The teams discussed modern Enterprise Resource Planning (ERP) software that integrates multiple

business functions into one system such as accounting, human resources, project management, inventory, customer services, payroll, utility billing to name a few. There are common business functions which are necessary to perform by both City and GRPU (i.e. accounts payable, payroll, general ledger, fixed assets). There are also some business functions which only the utility would perform, such as, customer account information and utility billing. Both the City and GRPU need to integrate the ERP to GIS, preventative maintenance and construction management.

Cost effectiveness was discussed and it was agreed to have the City and GRPU develop a joint request for proposal (RFP) to explore available ERP systems since both teams are seeking new systems in the near future. City Finance Director, Barb Baird, and Jean Lane solicited two quotes for professional services to assist with the RFP. Baker Tilly quoted \$41,000 for the three phases of project (1) planning/management, (2) process/system analysis, and (3) RFP development. The Government Finance Officers Association (GFOA) quoted \$40,000 including travel for the same three phases/tasks. Both quotes also provided services and pricing for the final two phases of vendor selection and contract negotiations which are not included in the scope of this contract.

Barb and Jean agreed the GFOA was the best proposal with the greatest knowledge of governmental entities and experiences and a high degree of independence from software vendors. There is not insurance requirements in the contract, yet Jean Lane is confirming the GFOA has standard insurance coverage. The total cost of the advisory services is \$40,000 for tasks/deliverables 1 to 3 (listed above) which the cost would be split 50%/50% between the City and GRPU. Barb intends to present to the City Council at the Monday, April 11 meeting.

If the RFP advisory services are approved, the project would start in May and the RFP would be developed in July/August. This schedule allows both GRPU and the City to have approximate ERP system costs for preparation of the 2023 budgets.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) Advisory Services for \$20,000.



Government Finance Officers Association

Research and Consulting Center

Prepared for:



**City of Grand Rapids and
Grand Rapids Public Utilities Commission
Minnesota**

Enterprise Resource Planning (ERP) Advisory Services

March 21, 2022

REVISED April 5, 2022



Government Finance Officers Association

203 North LaSalle Street, Suite 2700
Chicago, IL 60601-1210
312.977.9700 fax: 312.977.4806

April 5, 2022

City of Grand Rapids
Attn: Barbara Baird
420 N. Pokegama Avenue
Grand Rapids, MN 55744

Grand Rapids Public Utilities Commission
Attn: Jean Lane
500 SE 4th St.
Grand Rapids, MN 55744

EMAIL: bbaird@ci.grand-rapids.mn.us / jmlane@grpuc.org

Dear Barbara and Jean

The Government Finance Officers Association (GFOA) is pleased to present this revised proposal to the City of Grand Rapids and the Grand Rapids Public Utilities Commission (collectively “the City”) to assist with the City’s business process improvement and ERP replacement project. We understand the great opportunity that an ERP system/finance replacement project provides and focus on using that chance to make lasting improvements to policies, business processes, and outcomes for the City. We also understand the challenges of upgrading from a system that hasn’t been upgraded in a while and the need to both modernize processes and policies along with technology. Our approach, focused on governance, readiness, and process improvement will meet the City’s needs to get stakeholders from across the City (including from both the Public Utilities Commission and the City) engaged early, demonstrate results, and build momentum for the technology implementation.

GFOA is a 501(c)3 non-profit association with 21,000 members representing nearly 10,000 local governments. As one of the premier membership associations for public-sector professionals, GFOA can offer independent, objective, and best practice focused consulting services consistent with our mission to improve government management. Over 600 governments, have found value in our experience, expertise, and detailed approach to ERP projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Mucha".

Michael J. Mucha
Director, Research and Consulting Center
Government Finance Officers Association

Phone: 312-977-9700
Fax: 312-977-4806
Email: mmucha@gfoa.org

Washington, DC Office
660 N. Capital Street, NW ● Washington, DC 20001 ● 202.393.8020 fax: 202.393.0780
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Section I – GFOA Qualifications

The Government Finance Officers Association (GFOA) is the premier association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 21,000 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management. As a non-profit organization, GFOA’s mission is to promote excellence in state and local government financial management. GFOA accomplishes this mission by identifying and developing policies and practices and promoting them through education, training, consulting and leadership.

GFOA’s Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments’ financial, human resource, procurement, payroll and operational management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges. Approximately 20 years ago, GFOA began consulting for enterprise resource planning (ERP) system assessments, procurement, contract negotiation, and implementation advisory services. GFOA has built a reputation as the unparalleled leader in the field of providing objective, independent advice for ERP procurement and implementation projects. Our approach to ERP projects focuses on business process improvement, effective governance, and building organizational readiness throughout each stage of the procurement process. In addition to our consulting projects, we frequently teach our approach as part of GFOA’s training program and in some cases even other consulting firms have used GFOA templates and past consulting deliverables to leverage our lessons learned and market leading formats.

GFOA’s strategic mission is to improve state and local government financial management

GFOA does not implement software. We also have no desire or incentive to make recommendations that increase our services and costs on the project. Our focus is exclusively on providing honest and unbiased recommendations to our clients and leveraging our experience to help all public-sector organizations with informed ERP guidance. The ERP market has undergone significant change in recent years and governments are increasingly more reliant on technology to implement financial management best practices. In addition, because of the growth in “cloud” and the importance of these systems on the overall administration of local government, these technologies continues to evolve. With our consulting experience and continued research, GFOA has been able to improve










its approach and generate additional value for our clients through reduced costs, reduced risk, and best practice recommendations to improve not only technology, but also business process.

GFOA’s strategic plan identifies four primary roles for our organization. We are a resource, an educator, a facilitator, and an advocate. With this project, our consulting services will draw upon each role to provide value for the City and provide a unique set of services that only GFOA can bring.

Specifically for the City, we aim to mix “traditional” consulting with ongoing education sessions, coaching, and a role as a strategic guide allowing the City to take greater responsibility for tasks within the project, lowering overall consulting costs, and improving changes that the project will be successful.

 GFOA Strategic Focus	
 Resource.	GFOA brings many resources to this project. Our best practices, ever-evolving templates, lessons learned, tools, and most importantly, our knowledgeable consultants.
 Educator.	GFOA prioritizes training throughout our consulting approach. We want you to be successful and we understand that means having the information, skills, and perspective necessary at the City and for the long-term. Our consultants will provide training on the ERP market, process analysis, ERP proposal evaluation, implementation, project management, and more to help increase your change of long-term success.
 Facilitator.	GFOA’s strength is in our network of past clients and overall members. We know every government is different and that every project has a unique set of circumstances. We also know that everyone can learn something from others that have just gone through something similar. GFOA’s consultants will be your conduit to this network.
 Advocate.	Above all else, GFOA will be your advocate. We will champion best practices. We will work to identify and mitigate risk. We will also work hard to ensure you get the best deal possible from your vendor that allows this ERP project be an investment that the City can benefit for many years.

Other Products and Services

GFOA also provides many services to members and other government managers in addition to consulting services. Our consulting services complement and utilize much of our research knowledge and membership network to deliver current, relevant, and



proven strategies. The same consultants who regularly advise clients also research and write white papers and journal articles, author and edit publications, conduct training, coordinate GFOA’s annual conference, and staff best practice committees.

- Industry Standard Publications:** GFOA staff prepare the industry’s leading publication to guide governmental accountants on all standards and financial reporting guidance. *Governmental Accounting, Auditing, and Financial Reporting* (The “Blue Book”) is published by GFOA and GFOA consultants and clients have ready access to GFOA’s technical experts throughout the project for any complex accounting or financial reporting questions as we work through business process change, chart of account configuration, or system set up challenges.



- Other Research and Publications:** GFOA conducts ongoing research with its member network and communicates information on leading practices, lessons learned, and trends in financial management such as technology utilization and governance. GFOA currently has over 40 titles available. The following is a sampling of products recently written by GFOA consultants.

- Technologies for Government Transformation: ERP Systems and Beyond**
 - IT Budgeting and Decision Making: Maximizing Your Government’s Technology Investments**
 - Financial Foundations for Thriving Communities**



- Government Finance Review:** GFOA consultants also regularly contribute articles and serve as reviewers for GFOA’s bi-monthly publication, *The Government Finance Review*, along with other leading journals, books, and white papers.
- Best Practice Committees:** GFOA has seven standing committees made up of leading finance professionals from governments throughout the United States and Canada that meet regularly to develop best practices to promote and guide sound financial and overall government management.
- Annual Conference and Training:** GFOA’s Annual Conference attracts approximately 5,000-7,000 government finance professionals and provides a forum to discuss innovative practices, learn best practice examples, network with peers, and interact with exhibitors. GFOA also provides ongoing training seminars throughout the country to assist members with continued professional development. GFOA consultants are regular trainers at these seminars including seminars on ERP procurement, project management, and best practices in ERP implementation.



Section II – Project Staffing

All GFOA consultants assigned to this project will have multiple years of experience with similar projects, continually conduct market research, and have prior public sector work experience.

All GFOA consultants have held positions within local government and have prior experience leading ERP projects similar to this engagement.

All GFOA consultants have managed projects similar to this engagement. As a result, our consultants are able to understand your unique needs and future goals, and help provide recommendations and advice from within the team. We understand the current market and will work to transfer that knowledge to the City so it not only creates a recommended plan for implementation, but also so that implementation of that plan is successful.

All of our consultants approach projects with similar goals.

- 1) Understand your needs and challenges and work with you to meet project goals**
- 2) Provide accurate, timely, and relevant information and gain your trust as a key member of your team.**
- 3) Provide honest recommendations that are solely influenced by the best interests of the City**
- 4) Serve as the City’s advocate throughout the project. In both short and long-term, we will be a passionate champion for best practice and ensuring the City gets the best possible project outcomes.**

Bios for GFOA consultants are available under the “staff directory” at www.gfoa.org.



Section III – Project Scope

ERP system implementations offer much promise for improving business processes, empowering employees with tools to become more effective, and ultimately transforming the entire organization. With improvements in technology and market trends favoring “cloud technologies,” this shift not only includes business process, but also risk management, organizational roles, and governance. However, implementation of these systems is a complex effort and many organizations struggle to realize many of the promised benefits. Organizations must be prepared to engage with software vendors by ensuring that key implementation prerequisites are complete. This “readiness” work includes making many decisions upfront on the project goals, scope, requirements, and definition of project success. For the City, we envision a project where staff from the City of Grand Rapids and the Public Utilities Commission work together to identify potential efficiencies, standardize processes (where possible), and support each other to mitigate project risks and develop a future vision that benefits both organizations. However, we also recognize that both organizations work to provide different services, and may need different business processes, project goals, or decision structures.

GFOA’s scope and services are organized into five major tasks. Within each task we have identified a scope of work that is associated with set deliverables and milestone payments. To execute each, GFOA consultants will work collaboratively with city staff relying on staff to complete work along towards information gathering, project documentation, and meeting facilitation along with GFOA consultants. GFOA views every project as a partnership with our client and we aim to work together as a team to address project risks, issues, recommendations and build momentum for realizing success.

- Task 1: Project Planning and Management
- Task 2: Process Analysis / Plan of Action
- Task 3: RFP Development
- Task 4: System and Vendor Selection
- Task 5: Contract Negotiations

Each phase and task, along with their related deliverables is detailed below.

Task 1: Project Planning and Management

No project can be successful without proper planning and tools to manage the effort. Working together, the GFOA and the City project manager will prepare the following tools that will be essential to project coordination.

- **Governance Support** – GFOA recognizes that the success of any large enterprise project depends on the ability to adapt to the changes that technology brings to both business process and organizational culture. We also understand that any



enterprise system is not owned or controlled by one department in the organization, or in the case of the City – one legal entity (assuming potential for one joint system). We are proposing to assist the City with the development of a governance structure for the project that would work to describe executive leadership, cooperation expectations between various departments and leadership for the City and Public Utilities Commission.

This would include identifying the model for a steering committee, project team, and any business process improvement functions. GFOA will utilize recent research as part of our “Financial Foundations for Thriving Communities” Initiative to help inform the governance structure and change management



function for this project. Our Financial Foundations Framework identifies five (5) key pillars of effective and sustainable management. Each pillar includes different leadership strategies and/or institutional design principles that we have found translate exceptionally well to ERP governance. Understanding that local governments cannot order people to collaborate, leadership strategies help inspire pride and public support for a strong financial foundation. Institutional design principles, meanwhile, are the “rules of the road.” They provide the context for leadership strategies and ensure continuity of good financial practices through changes in leadership. For more information, please visit <http://gfoa.org/financial-foundations>.

- **Project Team Set Up** - GFOA will help the City prepare for analysis meetings by providing resources to assist in identifying process investigation teams (“PIT Crews”). These PIT Crews will be made up of representative stakeholders from various departments to help bring an “enterprise-wide” focus to existing business processes and system functions. We consider this approach a critical element in the long-term success of the project and will help initiate teams and begin planning for overall involvement throughout the City’s project.
- **Project Plan** – GFOA will prepare a project plan in Microsoft Project. This document identifies all the detailed tasks for the project, the person responsible for executing those tasks, the estimated time required to complete them, and any dependencies that a given task may have relative to other tasks.
- **Project Documentation** - If the City uses a website or other collaboration tool for project and document management, we will discuss early on in the project how we can use this for sharing documents and information across the larger project team. If desired, GFOA can also host a website with collaboration tools specifically for this project.



- **Project Management / Transformation Governance** – GFOA will participate in regular project management meetings and provide a regular (monthly) status report for the project. We expect our project manager to serve as a coach, guide, and advisor throughout the project. They will maintain regular communication to address issues, point out risks, provide lessons learned, and ultimately work to help the project be a success. As part of our ongoing project management services, we will help prepare any communications, attend council meetings, or help delivery key messages to City stakeholders throughout the project to help reinforce key messages or provide support to identified business process improvements.

Project Deliverables

1. Project Management Documents
 - a. Project Charter
 - b. Project Goals
 - c. Project Plan
 - d. Staffing Readiness
 - e. Collaboration Website (Basecamp)
 - f. Status Report Template
 - g. Ongoing Readiness and Project Support Recommendations

Task 2: Process Analysis / Plan of Action

Many consulting firms take the approach to wait on business process improvement activities until after the software vendor is on board. GFOA strongly disagrees with this approach. Relying 100% on software vendors to develop a to-be definition requires the City to buy software prior to truly identifying its needs. Software vendors also will focus on configuring software and are prone to re-creating existing (bad or outdated) processes in the new system. Our experience with software vendors can point to countless examples where this has occurred. We very much commend the City on beginning business process documentation efforts. Our proposal includes services for GFOA to assist City staff in identifying major business process changes and preparing to-be documentation that can be used to communicate scope for a new system. For this effort, we will use the City’s current “as-is” process documentation or can coach the City on completing documentation (if not already complete). GFOA will facilitate meetings, convene focus groups, and interview staff individually to discuss and help determine the future state (to-be) process. Throughout this phase, we expect City participation in providing feedback, making decisions, and beginning to work on potential process changes.

GFOA will provide analysis on the processes listed below.



Process List	
Process	Task / Topics
Accounting	<ul style="list-style-type: none"> • Chart of Accounts • Funds Management • General Ledger Transactions • Grant / Project Tracking • Financial Reporting
Budget	<ul style="list-style-type: none"> • Operating Budget • Capital Improvement Planning (CIP) • Capital Budget • Budget Adjustments / Amendments
Procure – Pay	<ul style="list-style-type: none"> • Vendors • Purchase Requisitions <ul style="list-style-type: none"> ○ RFP / RFI / RFQ • Purchase Orders / Contracts • P-cards • Change Order • Receiving <ul style="list-style-type: none"> ○ Inventory / Warehouse • Accounts Payable • Travel Reimbursement
Customer Billing	<ul style="list-style-type: none"> • Customer File • Online Bill Pay • Billing • Accounts Receivable
Treasury	<ul style="list-style-type: none"> • Cash Receipts <ul style="list-style-type: none"> ○ Online payments • Interface to External Systems (Parks and Rec) • Disbursements • Interest Allocation • Bank Reconciliation
Asset Management	<ul style="list-style-type: none"> • Asset Acquisition • Asset Tracking • Transfer / Disposal / Retirement • Work Order <ul style="list-style-type: none"> ○ Service Requests ○ Work Orders / Scheduling ○ Preventative Maintenance ○ Asset History
Human Resources	<ul style="list-style-type: none"> • Positions • Employee File • Benefit Enrollment • Personnel Evaluations • Disciplinary Actions / Grievance



Process List	
	<ul style="list-style-type: none"> • Risk Management (Injury / Workers Comp)
Personnel Actions	<ul style="list-style-type: none"> • Recruitment • New Hire • Personnel Actions (Salary Adjustment / Position Change)
Time Entry – Payroll	<ul style="list-style-type: none"> • Time Entry • Time Approval • Payroll Calculations • Payroll Processing • Leave Management (FMLA)
Utility Billing	<ul style="list-style-type: none"> • Customer Service • Service Billing <ul style="list-style-type: none"> ○ Electric ○ Water ○ Solid Waste • Customer Payments • Service Requests / Work Orders

Project Deliverables

2. Process Analysis and Action Plan
 - a. Observations and Recommendations (Review of Existing Documentation)
 - b. To-Be Project Documentation for RFP

Task 3: Develop Request for Proposal (RFP)

In this phase, GFOA will provide a completed detailed Request for Proposals (RFP) template for the City to use for both the City and Public Utilities Commission. The GFOA RFP format is designed to remove disparity between proposals and to provide as close to an apples-to-apples comparison as possible. In addition, GFOA develops all RFP’s with the end goal in mind – a successful contract that mitigates risk and leads to a successful project.

When complete, the RFP document will incorporate information developed with many of the other deliverables from this project including:

- 1) Procurement terms and conditions
- 2) Detailed vendor response templates
- 3) Templates to build core elements of vendor statement of work
- 4) Functional Requirements
- 5) Interface Definition
- 6) Technical Documentation



- 7) Key Objectives / Goals / Critical Success Factors for the Project
- 8) Service Level Agreements
- 9) Other information necessary for vendors to prepare detailed response that meets the City's needs.

GFOA maintains a list of ERP vendors, implementation partners, and others in the industry. We will help publicize the City's RFP to get the most competitive response.

A key part of the RFP will be the development of detailed functional requirements that will be important throughout the selection project and throughout implementation. For the processes that are determined to be in scope, GFOA consultants will work with City staff to review, validate and ultimately make decisions on the high-level to-be process definition and those requirements that will serve as a tool for accountability going forward.

GFOA focuses functional requirements development on business process and will prepare requirements in the form of testable use cases that will have value beyond the procurement phase. At each step in the business process we will determine both the system requirements and implementation requirements and document those using a Microsoft Excel template that is aligned to our process maps that will be included in the eventual RFP. Requirements development focuses on functional requirements that define "what" needs to be completed (such as tasks, outputs, interfaces, calculations, processing, etc.) and not on "how" the system or the organization handles tasks currently. This allows for future improvement and full utilization of the system tools and built in processes to make the City more efficient. Where possible, we will work to complete requirements that work and can be managed between both organizations, but expect requirements to apply to the City, Public Utilities Commission, or both.

At this stage in the process, it is important for the business process improvement decisions to be made so the RFP can present a clear direction for the City's project. While every ERP system has slightly different ways of completing business process transactions and the full business process can't be defined at a fine level of detail without the assistance of system consultants, the overall direction and high-level understanding of the process is important to communicate.

It is expected then that the requirements serve as the base document that establishes a template for proposal comparisons, the scope of the implementation project, the base level criteria for user acceptance testing, and the standard for post implementation warranty.

Note: GFOA is currently planning on issuing one RFP that would serve both the City and Public Utilities Commission. However, if the City and Public Utilities Commission determine that it is in its best interested to issue two separate RFPs for an ERP system, GFOA can prepare both documents at no additional charge as long as documents are being prepared at the same time.



Project Deliverables

- 3. RFP Package
 - a. RFP Document
 - b. Functional Requirements

Task 4: Evaluation and Selection of Vendor (OUT OF SCOPE)

GFOA will assist with Task 4 as directed by City staff. All services proposed under Task 4 will be billed at an hourly rate and GFOA will communicate with the City on where GFOA can have the most value in assisting with vendor selection activities. The following description identifies the approach that GFOA recommends the City take and provides options for how GFOA could be involved.

GFOA’s system selection and procurement methodology relies on principles of fairness, attention to detail, and competition, yet remains flexible enough to adapt to local procurement laws or other unique situations. In addition, the approach is continually enhanced by feedback from the hundreds of public sector clients that we work with, our own staff experience, and the vendor community. We strive to get the best deals for our clients and often go against what the vendor’s describe as “industry standards.”

Through defined steps, vendors will be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step. Each step is an opportunity to negotiate terms, address risks, and provide methods for holding stakeholders accountable. Overall, our approach is focused on identifying and mitigating risks throughout the procurement process. GFOA’s RFP template provides the opportunity to focus the evaluation on key risk factors in the implementation and separates actual proposal from marketing buzzwords. GFOA’s standard evaluation process includes the three steps described below.

Step 1: Initial Proposal Assessment and Base Presentation

Upon receiving the written proposals from vendors, the City’s project team will begin an assessment and analysis of all proposals. GFOA will assist with this assessment by reviewing proposals and providing initial comments on potential risks, issues, and any significant weaknesses/gaps and/or strengths. The purpose of this initial analysis is to determine which vendors will be elevated for the “Base presentation” to highlight aspects of the proposal. Each “Base Presentation” will consist of a short (60-90 minute) presentation and question and answer session with each vendor. This purpose of this is to provide an initial opportunity for interaction, clarify any necessary proposal



information, and provide an opportunity for vendors to highlight differentiating features.

GFOA expects that after this initial presentation, the City will elevate a limited number of proposals for demos and more extensive interviews.

Step 2: Demos and Interviews / Thorough Proposal Assessment

After elevation, GFOA will provide a thorough analysis of any elevated proposals and work to prepare develop detailed demo scripts for each vendor. Demo scripts are based heavily on the requirements and business process decisions built in early tasks. Also, GFOA's approach to software demos provides a focus on implementation activities. Typically time devoted to implementation and demo is split 50/50. GFOA believes that it is critical for vendors to explain HOW the software will be implemented along with the features of the software. The greatest system in the world will not be useful if it is not configured and implemented correctly to meet the needs of the organization.

Our approach to software demos and interviews differentiates GFOA and demonstrates our dedication to continually evolve our approach to a changing ERP market. As software features become more mature, it is less important for governments to evaluate "if" it will work. However, since most of the risk comes from implementation, we work through a series of business process case studies, sample "workshops," and implementation resource interviews to make sure you can effectively evaluate the knowledge and skills of the proposed implementation team.

GFOA will work with the City's project manager to facilitate the demos and interviews with each vendor. In this role, GFOA would participate in demos to ask questions, take notes, and provide feedback to the City. However, we would expect the City's assistance in facilitating the demos. GFOA expects that after this first round of software demos and interviews, the City elevate two vendors.

Step 3: Discovery

Discovery acts as the City's final opportunity to clarify unresolved issues before it makes its final elevation. Prior to Discovery, GFOA will develop a Request for Clarification (RFC) letter for each vendor that was elevated. Then, during Discovery, each remaining vendor is invited back on-site for one more day of presentation. During this presentation, any remaining issues with software functionality, implementation approach, data conversion, or scope are clarified and vendors are asked to make any necessary revisions to their proposal. The main focus of this session is to plan the implementation so that the City and vendor can later develop a detailed statement of work. GFOA will facilitate the Discovery session for two proposal teams. Additionally, by clarifying outstanding issues at Discovery, development of the statement of work becomes easier. At the conclusion of Discovery, the City will enter contract negotiations with one vendor.



GFOA expects that after Discovery, the City identify a finalist vendor. If it is not possible for the City to identify a finalist vendor, GFOA will facilitate additional clarification rounds.

Project Deliverables

- 4. System and Vendor Selection
 - a. Evaluation Criteria
 - b. Initial Proposal Assessment
 - c. Base Presentations
 - d. Demo Scripts
 - e. Demo Facilitation and Notes
 - f. Request for Clarification Letters

Task 5: Contract Negotiations (OUT OF SCOPE)

GFOA can be involved with the negotiation of any applicable software license contract, software maintenance agreement, hosting / SaaS agreement or implementation services agreement. In addition, GFOA can lead the development of the statement of work. The statement of work is the critical document that outlines responsibility for the implementation. GFOA will ensure that the City’s statement of work is defined to a fine level of detail to prevent any unnecessary issues or misunderstandings during implementation.

Also, for cloud contracts, it is essential that the City identify and negotiate appropriate service level agreements and other contractual provisions that establish performance standards and identify role responsibility. GFOA will take the lead in establishing this documentation. GFOA assumes that the City will be negotiating one contract (or a contract for one proposal if that proposal contains multiple contracts for software, implementation, hosting, etc.).

Project Deliverables

- 5. Contract Negotiations
 - a. Completed Contract Documents



Section IV – Cost and Timeline

GFOA is available to begin projects when the City would be ready. Based on the timeline identified by the City, we anticipate a late April / Early May project start which would allow for RFP release in early fall 2022. Implementation of a new system would begin in early 2023.

We start every project by gather documents and becoming more familiar with the City’s policies, structure, and overall background information while we are preparing the project plan an initial agendas.

Proposed Schedule	Project Start = May 2022																
	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	
Task 1: Project Planning	█																
Task 2: Process Analysis		█	█	█													
Task 3: RFP Development			█	█													
Task 4: Vendor Selection					█	█	█										
Task 5: Contract Negotiations								█									
Task 6: Implementation															T	B	D



Pricing

Unless noted, all pricing is provided as a fixed fee based on completion of milestones. GFOA will invoice for project deliverables upon completion of project deliverables. We also understand that projects may face delays, require additional analysis than what was originally planned, or may require additional effort to address risks as they come up during the project. We commit to honoring our fixed price to deliver a successful project.

Tasks 1-3

Task/Deliverable	Milestone	Price
1	Project Planning	
1	Project Management Documents	\$5,000
NA	Ongoing Project Management (Hourly at \$250/hour	NTE \$15,000
2	Process Analysis / Plan of Action	
2-A	Process Analysis	\$5,000
2-B	To-Be Vision	\$7,500
3	Develop RFP	
3-A	RFP Template	\$5,000
3-B	Functional Requirements	Included
	Travel Reimbursement	\$2,500
TOTAL NOT-TO-EXCEED PRICE for Tasks 1-3		\$40,000

Tasks 4-5 (Currently out of scope)

Task/Deliverable	Milestone	Price
4	Evaluation and Selection of Vendor	
HOURLY	Hourly at \$250/hour	NTE \$15,000
5	Contract Negotiations	
5	Contract Negotiations	\$7,500
-	Travel	
	Travel Reimbursement	\$2,500
TOTAL NOT-TO-EXCEED PRICE for Tasks 4-5		\$25,000

Note: GFOA’s pricing includes a travel estimate of \$5,000 for the entire project. At the conclusion of Tasks 1-3, GFOA would bill the City of actual travel costs up to a not-to-exceed limit of \$2,500. Similarly, at the end of the project, GFOA would bill the City of any travel cost for task 4-5 that exceed \$2,500. Any travel costs in excess of \$2,500 for each phase grouping would be the responsibility of GFOA.

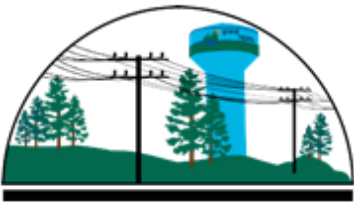
Use of the Ongoing Project Management resources (NTE \$15,000) would be for additional requests or unique tasks outside of the scope listed in this proposal related to ongoing project governance, business process improvement, policy development, or change management concerns on the project. Prior to using any resources in this area, GFOA would get approval from the City or Grand Rapids Public Utility and price separately costs for the City and Public Utility.



Contract Requirements

GFOA would like to add the following to any future agreement.

- GFOA is a nonprofit membership association made up of members representing organizations like the City. Therefore, the GFOA's liability and indemnification under any agreement reached with your organization will be limited to the extent of claims paid by insurance coverage currently in force.
- The City's staff will be reasonably available for interviews and will participate in the project as agreed upon and appropriate. The City agrees not to cancel meetings once established (which would increase our travel costs).
- Unless otherwise stated, the City agrees to confirm acceptance of deliverables within a mutually agreed upon number of business days. If a deliverable is not accepted, the City must state in writing to the GFOA Project Manager the changes needed to the deliverable to gain acceptance.
- The GFOA conducts the majority of the engagement work on a fixed-fee engagement, where payment is due upon completion of deliverables. If any work is to be billed using a time and expense method, the time and expense portion of the engagement will be billed on a monthly basis at the hourly rate of \$250/hour, unless otherwise noted.
- When performing work on-site, GFOA staff will be provided appropriate workspace and access to copiers, projectors, workspace, and miscellaneous office supplies if necessary.
- GFOA is scoped to prepare one RFP document and conduct the evaluation process for that one RFP. If it is determined to be in the City's best interested to release multiple RFPs, GFOA will develop those RFPs at no additional cost. Proposal evaluation and system selection services for multiple RFPs may require additional cost depending on timing.
- As an educational, nonprofit, professional membership association, the GFOA reserves the right to publish non-confidential documents describing the results of, or created during, the services described in this scope of work. The GFOA will not publish any item with the name of the City without obtaining prior written consent of the government.
- The City recognizes that GFOA's role is to provide information, analysis and advisory services. As such, GFOA bears no responsibility for the performance of the software, hardware, or implementation service suppliers.



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BUSINESS SERVICES DEPARTMENT MONTHLY REPORT April 2022 Commission Meeting

Safety

There were no OSHA recordable accidents in the Business Services Department last month.

Effective Wholesale Electric Power Rate Last Month

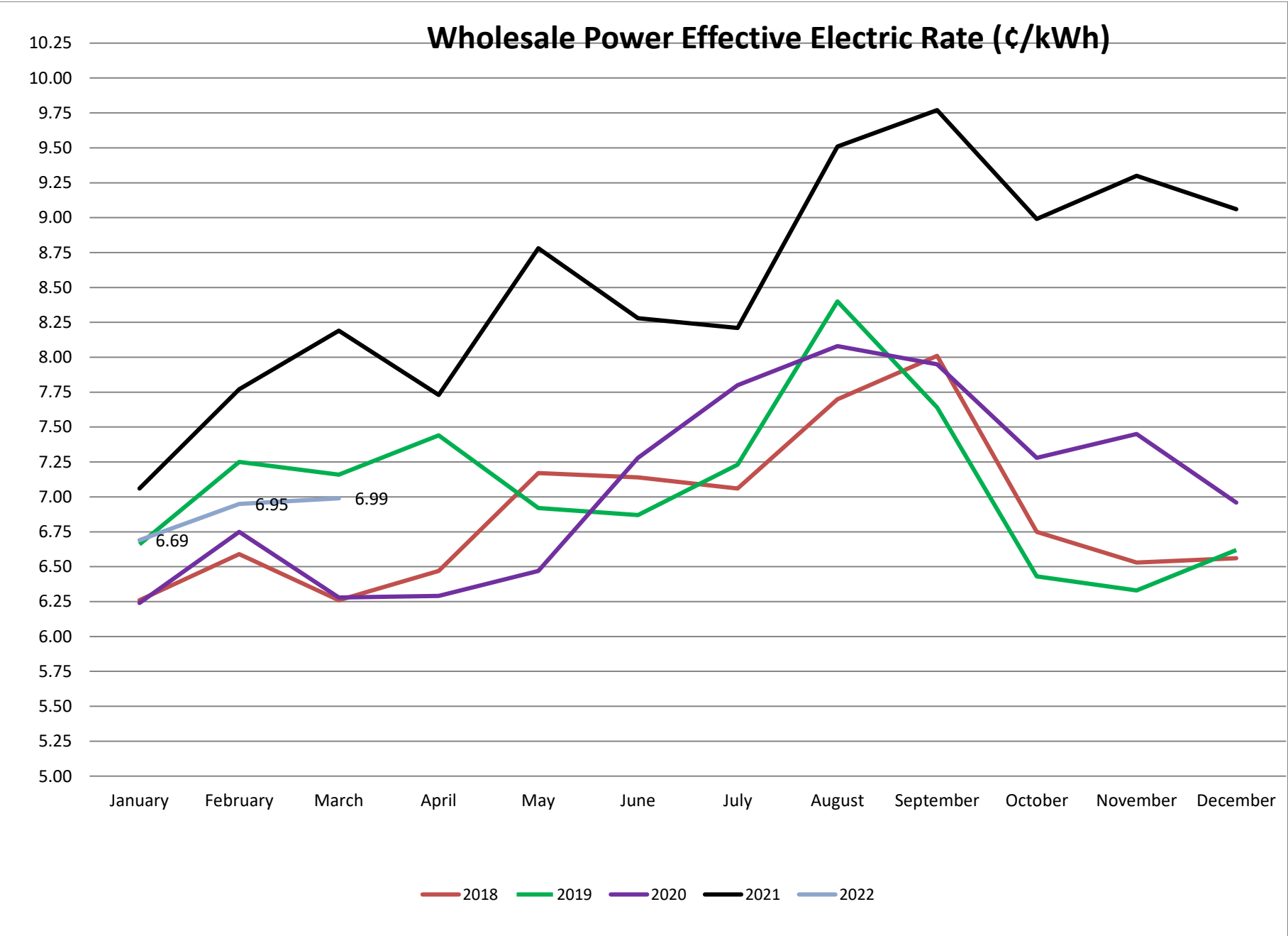
The attached graph shows the effective wholesale electric rate for last month and a chart on the aggregated NEMMPA peak versus non-NEMMPA peak.

Projects Performed Last Month

- Continue training new customer service and accounting personnel.
- Cybersecurity awareness training (Knowbe4).
- Continued to review and improve instructions for customer service tasks.
- Met with Managers and Directors on budget versus actual financial reporting.
- Final training for 2018 GP Dynamics/Cogsdale upgrade.
- Weekly Q & A meetings with Cogsdale trainers for GP Dynamics and Cogsdale.
- Audit field work.
- Training on contract preparation for managers and directors.

Projects Scheduled for This Month

- Continue training new customer service team members.
- Partner with the City Finance Department regarding ERP software.
- Work the 2022 operations and capital budget plan.
- Finish Audit field work.
- Implement GRPU Corporate Credit Card program - PCards.



GRAND RAPIDS PUBLIC UTILITIES
PEAK INFORMATION
2022

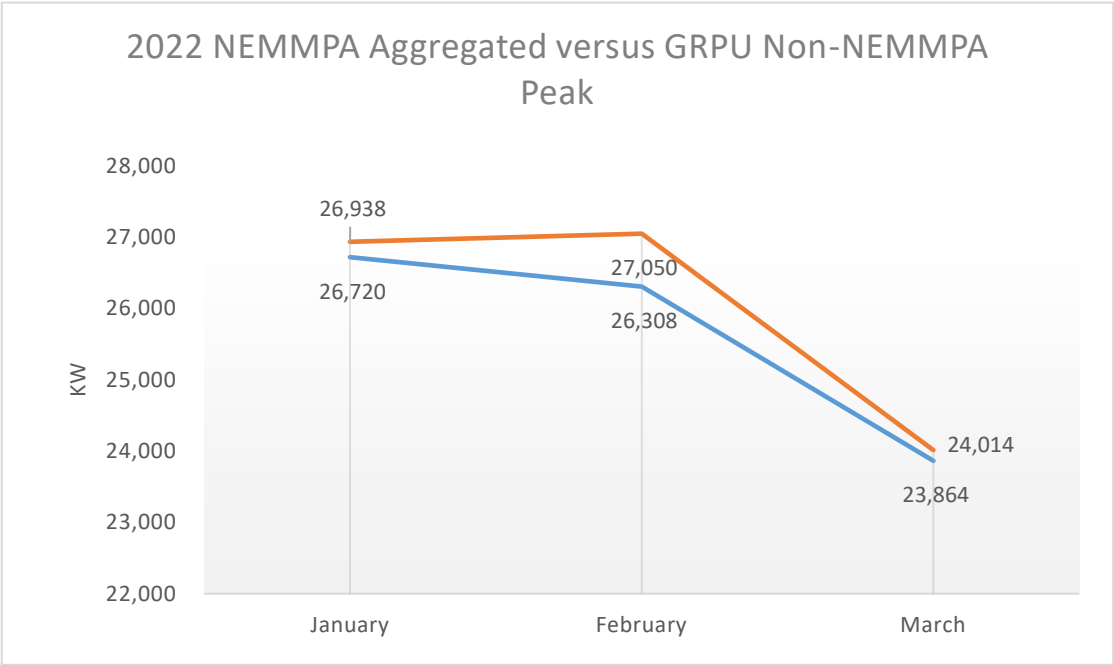
January February March April May June July August September October November December

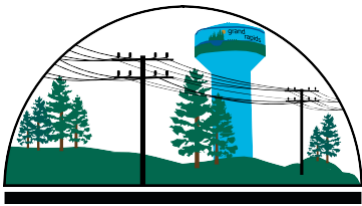
NEMMPA Aggregated
Peak

26,720 26,308 23,864

GRPU non-NEMMPA
Peak

26,938 27,050 24,014





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Item 21.

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ELECTRIC DEPARTMENT MONTHLY REPORT April 2022 Commission Meeting

Safety

- There were no OSHA recordable accidents last month.

Demand Threshold and Power Usage for past month

- The attached graph shows the system load with demand threshold for the past month.

Reliability Last Month

- We had no outages during the month.

Projects Performed Last Month

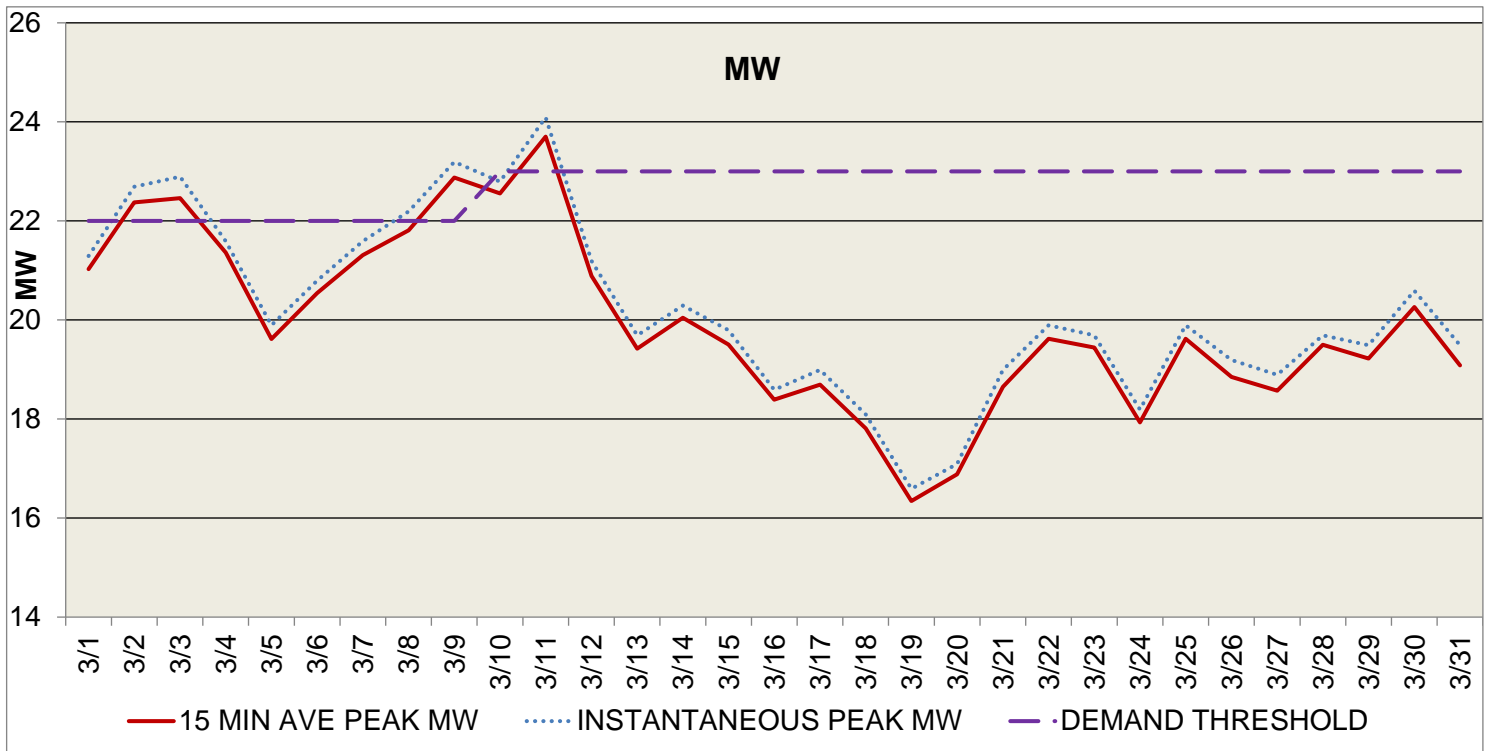
- 2022 Project planning, project scheduling, and material acquisition
- System maintenance – switch and substation checks, Reliability – south substation recloser
- Policy/procedure work

Projects Scheduled for This Month

- Metering system – increasing utilization and effectiveness of system including reports, alerts, and efficiency
- Solar plus Battery Storage project
 - System energized from GRPU grid 4/6
 - Testing and programming of solar and battery invertors to follow
 - Preliminary anti-islanding test 4/11
 - System commissioning late April along with final anti-islanding test
- New services/construction 2022 – Best Western, Caribou coffee, Cenex station, County Courts and Jail project, LaPrairie campground, Maturi addition/old Kmart, MDI second service, New car wash, Wagner site development including lift stations, Woodland Bank

GRAND RAPIDS PUBLIC UTILITES COMMISSION				
MARCH 2022 LOAD MANAGEMENT SYSTEM REPORT				
Mar-22	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
Minimum	16.59	16.34	22.00	
Maximum	24.09	23.70	23.00	
Average	20.24	19.95	22.71	
Total				4

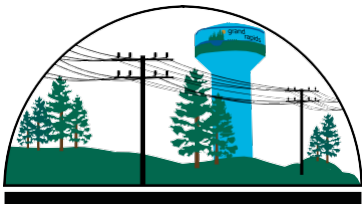
Savings due to active load management system for month of March 2022 estimated at \$2700



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

DAILY POWER USAGE

Mar-22	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
3/1	21.29	21.03	22.00	-1.0
3/2	22.69	22.37	22.00	0.4
3/3	22.89	22.46	22.00	0.5
3/4	21.59	21.36	22.00	-0.6
3/5	19.89	19.62	22.00	-2.4
3/6	20.79	20.54	22.00	-1.5
3/7	21.59	21.31	22.00	-0.7
3/8	22.19	21.81	22.00	-0.2
3/9	23.19	22.88	22.00	0.9
3/10	22.79	22.56	23.00	-0.4
3/11	24.09	23.70	23.00	0.7
3/12	21.19	20.89	23.00	-2.1
3/13	19.69	19.42	23.00	-3.6
3/14	20.29	20.05	23.00	-3.0
3/15	19.79	19.50	23.00	-3.5
3/16	18.59	18.39	23.00	-4.6
3/17	18.99	18.70	23.00	-4.3
3/18	18.09	17.81	23.00	-5.2
3/19	16.59	16.34	23.00	-6.7
3/20	17.09	16.88	23.00	-6.1
3/21	18.99	18.65	23.00	-4.3
3/22	19.89	19.62	23.00	-3.4
3/23	19.69	19.44	23.00	-3.6
3/24	18.19	17.93	23.00	-5.1
3/25	19.89	19.62	23.00	-3.4
3/26	19.19	18.85	23.00	-4.1
3/27	18.89	18.57	23.00	-4.4
3/28	19.69	19.50	23.00	-3.5
3/29	19.49	19.22	23.00	-3.8
3/30	20.59	20.26	23.00	-2.7
3/31	19.49	19.08	23.00	-3.9
Minimum	22.92	22.53	27.20	
Maximum	24.09	23.70	23.00	
Average	20.24	19.95	22.71	
Total				4
		Peak Demand Day		Controlled Day



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WATER & WASTEWATER DEPARTMENT MONTHLY REPORT April 2022 Commission Meeting

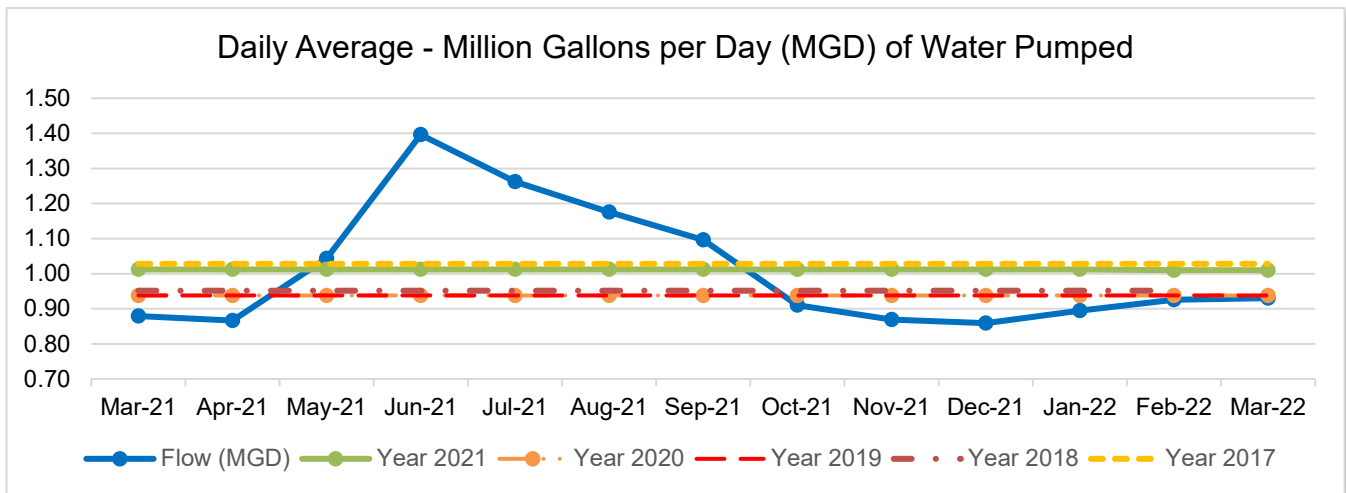
Safety

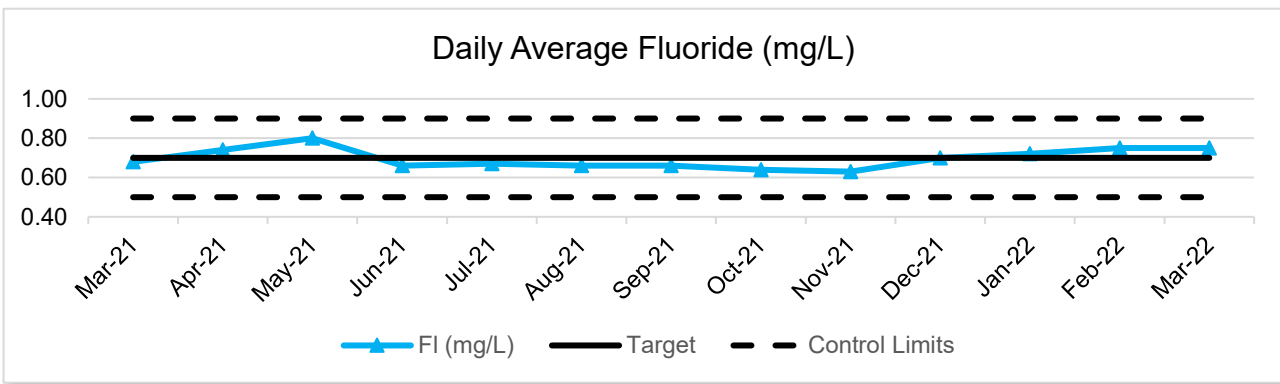
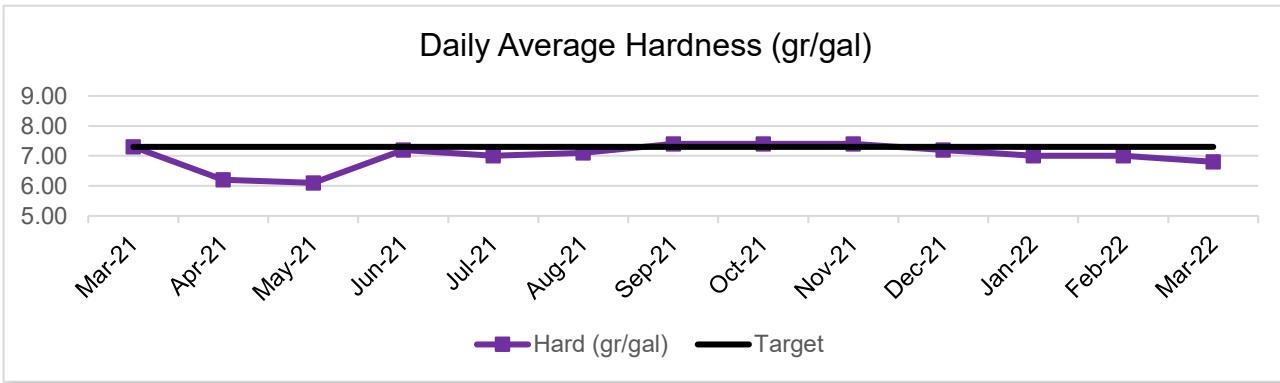
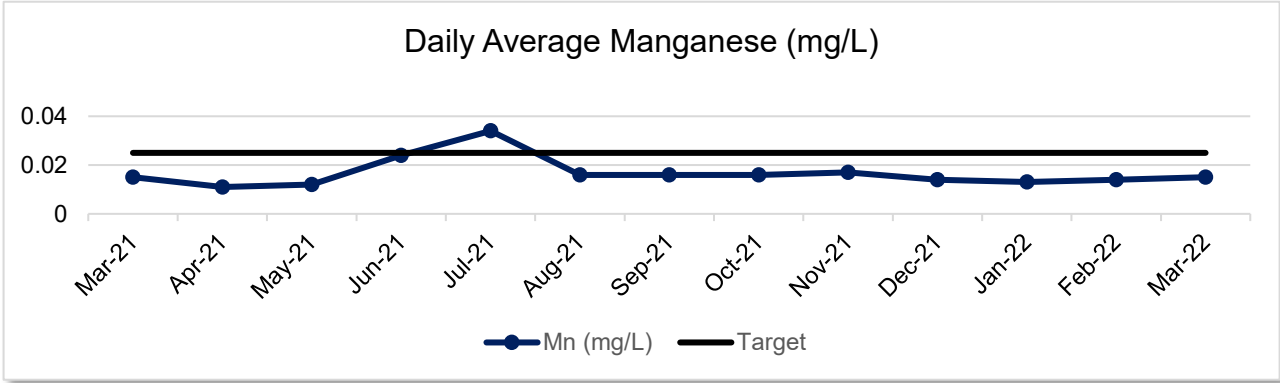
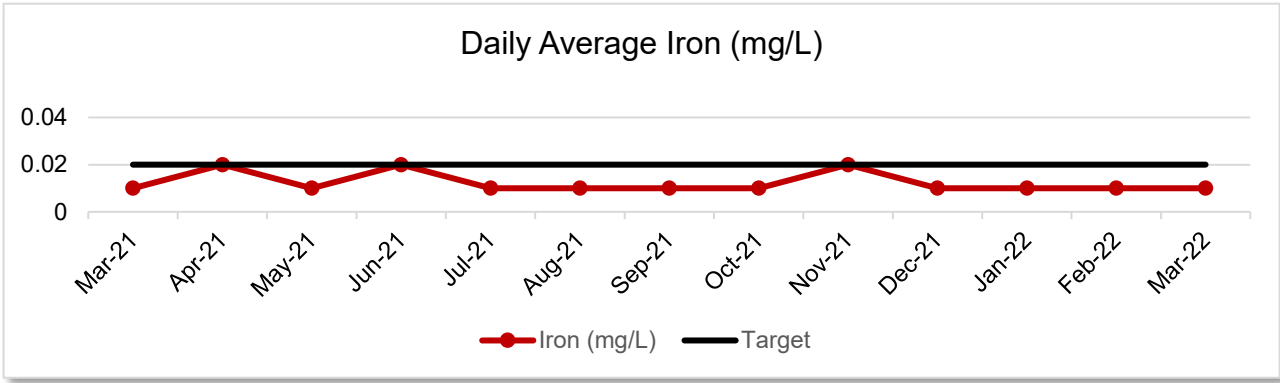
There were no OSHA recordable accidents in the Water-Wastewater Department last month.

WTP Operations

The water plant pumped an average of 0.93 million gallons of water per day (MGD) with a peak of 1.07 million gallons during last month.

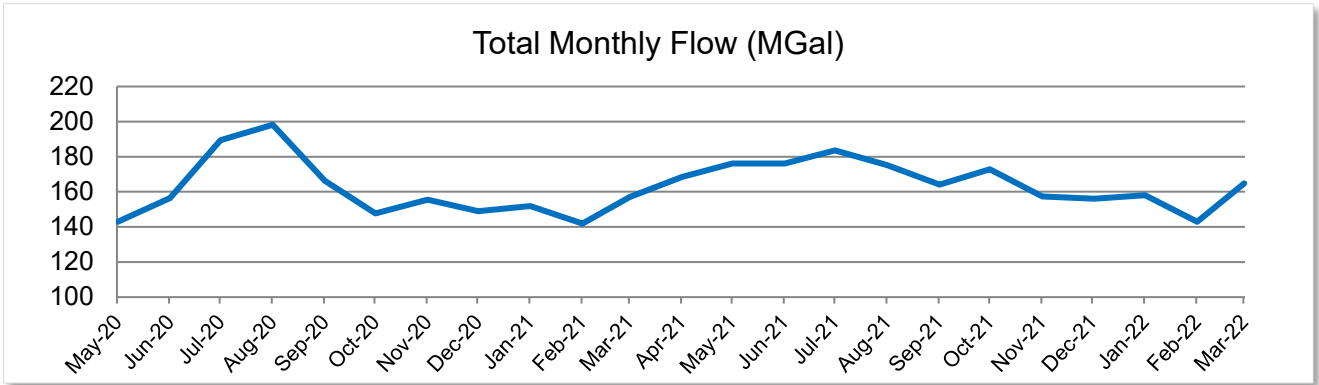
181 customers on the water run list. 33 water thaws last month.



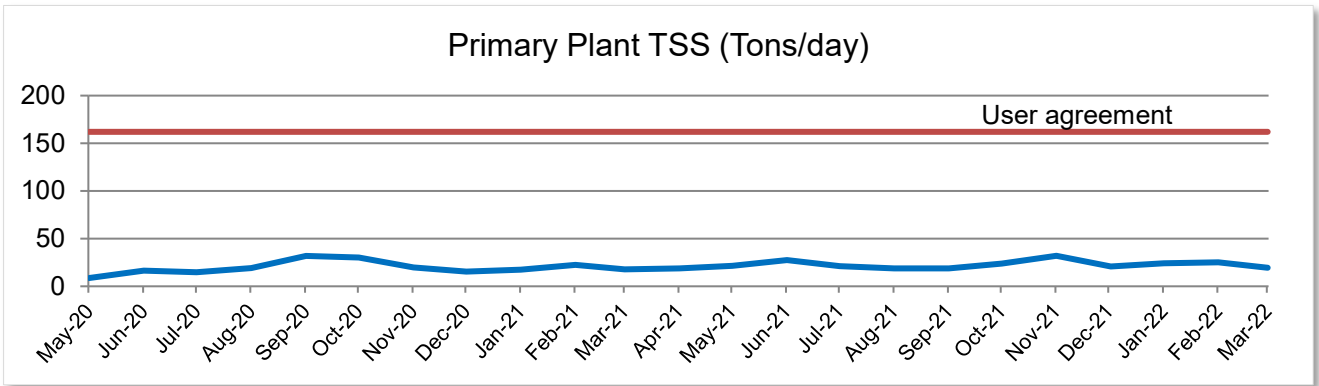


WWTP Operations

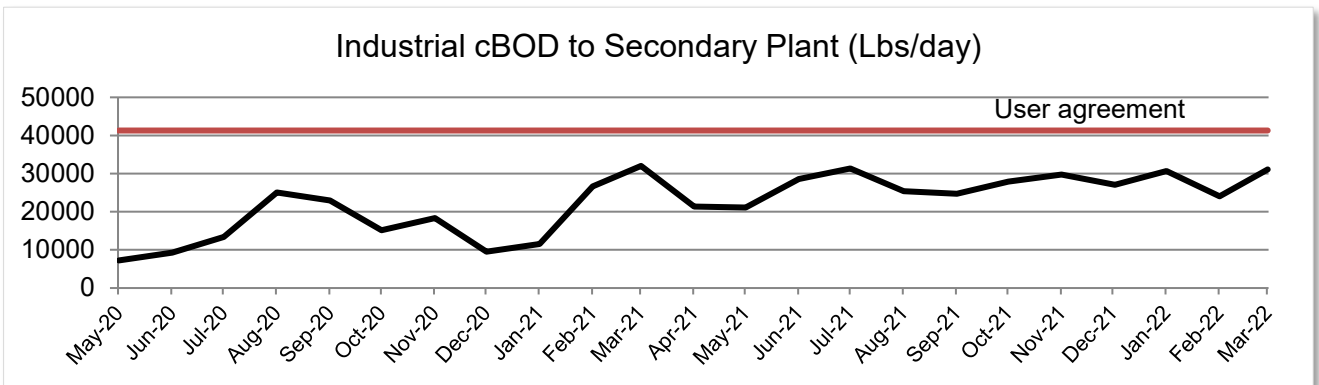
The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 165 million gallons of water removing 99.1% of the Total Suspended Solids (TSS) and 97.3% Biochemical Oxygen Demand (cBOD).

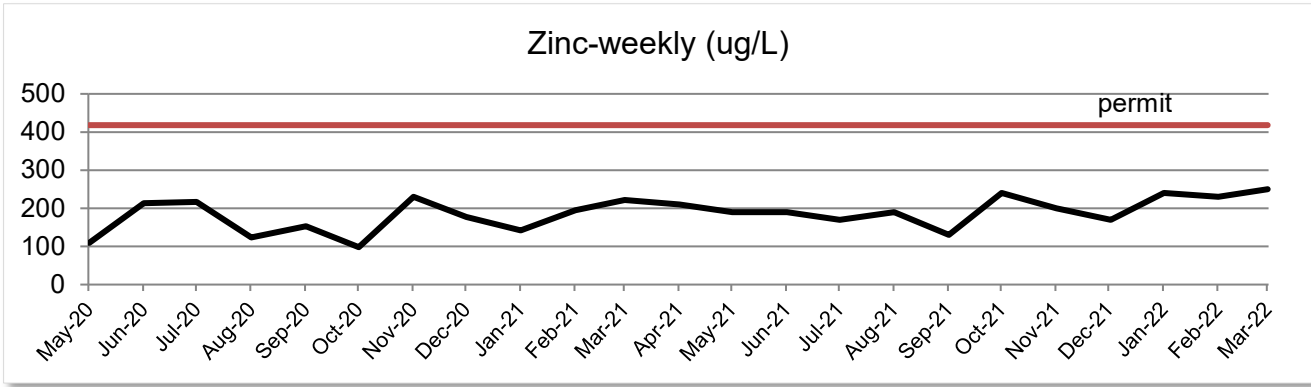


	Design Limits (monthly AVG)	Actual Results
Primary Plant		
Flow (MGD)	13.25	4.1
TSS (Tons/day)	162	19.6
TSS Peak (Tons/Day)	284	30.1

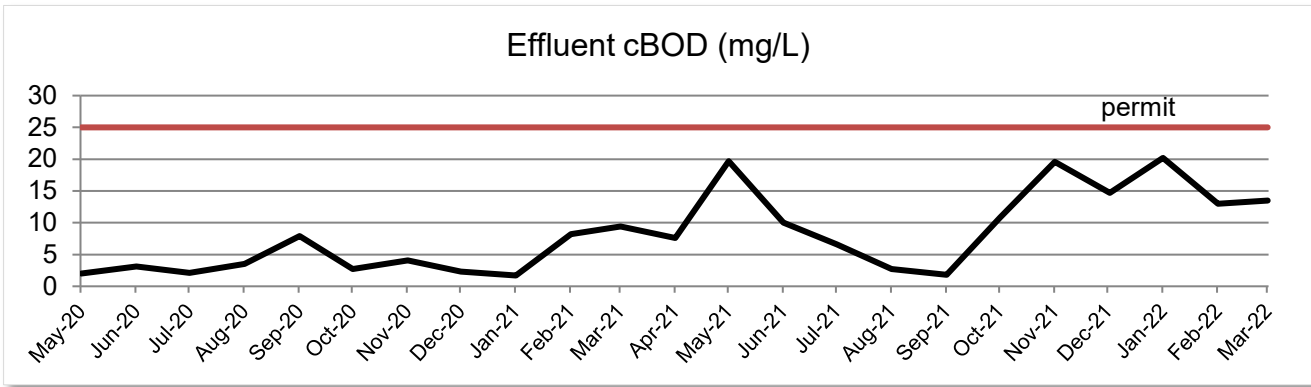
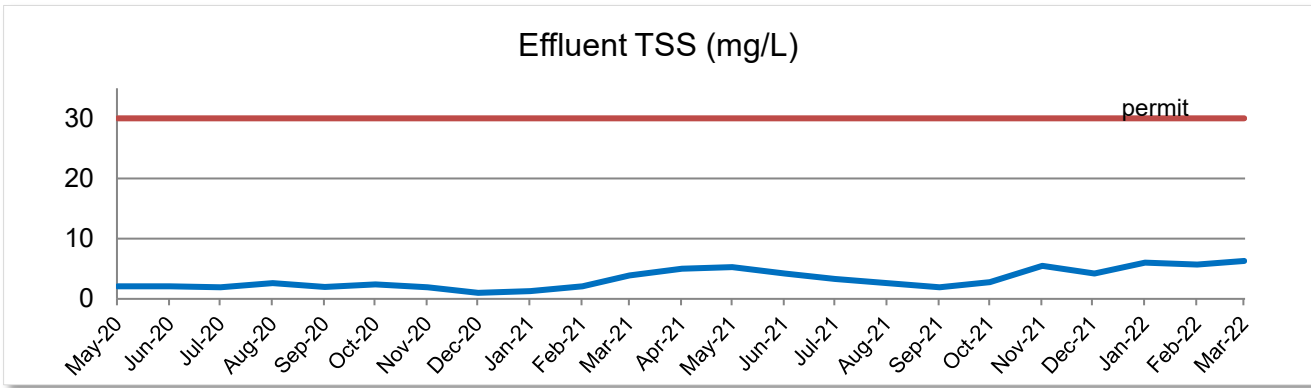


	Design Limits (monthly AVG)	Actual Results
Secondary Plant		
Flow (MGD)	15.25	5.3
cBOD (lbs/Day)	41,300	33,405
Peak cBOD (lbs/Day)	57,350	50,356
Zinc-weekly (ug/L)	418	250
% GRPUC		22.6%



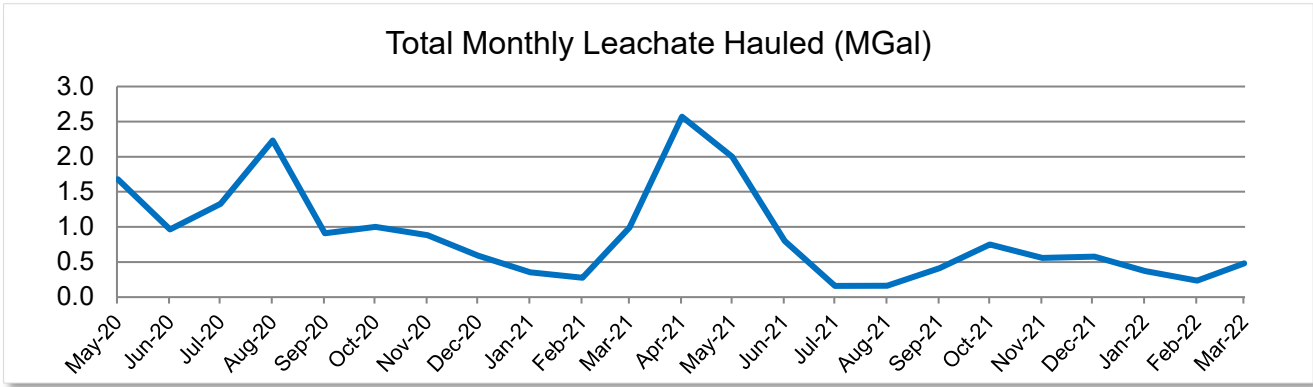


	Permit Limits (monthly AVG)	Actual Results
<u>Effluent</u>		
TSS (mg/L) – monthly average	30	6.3
cBOD (mg/L) – monthly average	25	13.5
Dissolved Oxygen (mg/L)	>1.0	3.0



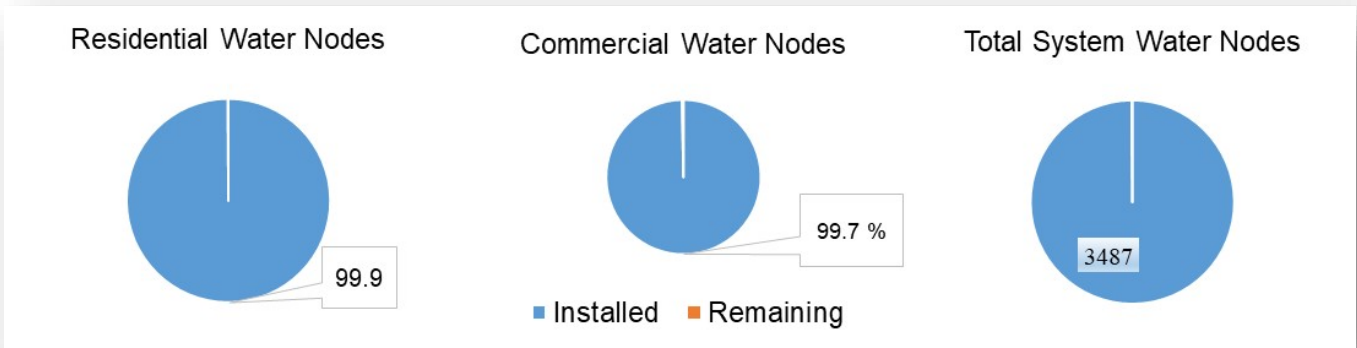
Sludge Landfill Operations

- 0.48 million gallons of leachate were hauled last month
- 4,200 cubic yards of sludge solids were hauled to the landfill



AMI Water Install Last Month

We installed 0 water nodes and/or meters in residential routes. We currently have 3487 (99%) active water nodes installed in the system. We are still awaiting delivery on nodes ordered in December 2020.

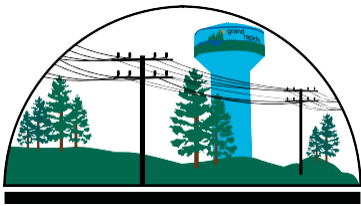


Projects Performed Last Month

- Changed out motor on ejector pump at WTP
- Rebuild blower for aerator at WTP
- Rebuild WAS transfer pump no 2 in secondary plant at WWT

Projects Scheduled for This Month

- Clean out grit chambers at screen house
- Build hatch cover for WTP
- RST and screw press annual inspection and oil change



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SAFETY REPORT April 2022 Commission Meeting

Safety Topic Last Month

Hot Stick and grounding equipment testing took place on March 22 with MMUA Safety Coordinator Dave Lundberg.

Safety Topic This Month

Excavation and Trenching training will be conducted for all field staff by Jason Gorr of MMUA on April 20.

Accidents Reported last Month by Department

Administration: None
Business Services: None

Electric: None
Water-Wastewater: None

Cumulative Accidents for 2022

Recordable Accidents	0
Lost Time Days 2022	0
Restricted Days 2022	0
First Aid Only (not recordable)	0

Total FROI 0

Recordable Accident 5-year History

	2018	2019	2020	2021	2022
ADMIN	0	0	0	0	0
BUS SVCS	1	4	0	0	0
ELEC	1	1	0	0	0
W-WW	3	5	3	1	0
TOTAL	5	10	3	1	0