

GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING AGENDA

Wednesday, February 26, 2025 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, February 26, 2025 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 January 8, 2025 Work Session Minutes and the January 22, 2025 Regular Meeting Minutes.

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,334,875.96 in verified claims for January and February 2025.

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 full lump sum merit pay allowed in the General Manager's employment contract based on the Commissioners evaluation of her 2024 performance.
- 4. Consider a motion to ratify the procurement contract with InGensa, Inc. in the amount of \$4,500 for professional services for project management of the building security upgrade project.
- 5. Consider a motion to ratify the procurement contract with Midwest Communications for radio ad spots in the amount of \$5,220.
- 6. Consider a motion to ratify the procurement contract with SSP Innovations for professional consulting services for \$23,000.
- 7. Consider a motion to ratify the contract with Bolton and Menk for engineering services for the EPA water plant audit and WTP Reno funding submissions for \$22,500.
- 8. Consider a motion to ratify the procurement contract with Tech Sales Co for the Rosemount flow meter for well number 3 for \$4.939.63.

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.

CONTRACTS:

- Consider a motion to approve the procurement contract with ABM Equipment, LLC, for a new replacement bucket truck and authorize the General Manager to sign the contract for \$301,038.00.
- 10. Consider a motion to approve the procurement contract with Thein Well Company for the rehabilitation of well number 3 and authorize the General Manager to sign the contract for \$32,300.
- 11. Consider a motion to approve the amendment to the contract with Bolton and Menk for engineering services during the Legionella mitigation efforts and allow the General Manager to sign the contract for \$51,450.
- 12. Consider a motion to approve the procurement contract with Trident Process Inc for a 781Q125 gearbox exchange for the aeration basin mixer of the WWT secondary plant and authorize the General Manager to sign the contract for \$136,342.

BUSINESS:

- 13. Review Operations & Capital Updates
- <u>14.</u> Consider a motion to adopt Resolution Number 02-26-25-1 approving the revisions to the Procurement policy.
- 15. Consider a motion to adopt Resolution Number 02-26-25-2 approving the Prior Approved Checklist policy.
- <u>16.</u> Consider a motion to approve Resolution No. 02-26-25-03 Authorizing the Issuance and Sale of General Obligation Bonds, Series 2025A, by the City of Grand Rapids, Minnesota for Water and Sanitary Sewer Projects.
- 17. Consider a motion to approve the Emergency Action Plan policy.

REPORTS:

18. GRPU Monthly Reports

ADJOURNMENT:

The next Work Session is scheduled for Wednesday, March 12, 2025 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, March 19, 2025 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 WORK SESSION

MEETING MINUTES

Wednesday, January 08, 2025 8:00 AM

President Stanley called the meeting to order at 8:02 AM.

CALL OF ROLL:

PRESENT: President Tom Stanley, Commissioner Nancy Saxhaug, Commissioner Rick Smith

ABSENT: Secretary Luke Francisco with notice

OTHERS: Rick Blake, Julie Kennedy, Steve Mattson, Chad Troumbly, Jean Lane, Mike LeClaire

BUSINESS:

1. Consider a motion to ratify \$276,490.35 in verified claims for December 2024.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to ratify \$276,490.35 in verified claims for December 2024. Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith

2. 2025 Updates

GRPU management team discussed 2025 updates with the Commission.

ADJOURNMENT:

There being no further business, the meeting adjourned at 9:15 AM.

The next Regular Meeting of the Commission is scheduled for Wednesday, January 22, 2025 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Special meeting/Work Session is scheduled for Wednesday, February 12, 2025 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Respectfully submitted,

Julis A Kennedy Julie Kennedy



GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING MINUTES

Wednesday, January 22, 2025 4:00 PM

President Stanley called the meeting to order at 4:05PM

CALL OF ROLL:

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

ABSENT: Council Representative Rick Blake with notice

OTHERS: Julie Kennedy, Jean Lane, Steve Mattson, Mike LeClaire, Chad Troumbly, Megan Sjostrand

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Consider a motion to approve the December 18, 2024 Regular Meeting Minutes.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the December 18, 2024 Regular Meeting Minutes.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

BILL LIST:

2. Consider a motion to approve \$1,850,717.28 in verified claims for December 2024 and January 2025.

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve \$1,850,717.28 in verified claims for December 2024 and January 2025. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner 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.

Motion made by Secretary Francisco, Seconded by Commissioner Smith to approve the consent agenda as presented.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

3. Consider a motion to ratify the procurement contract with The Busy Bees Quality Cleaning for daily cleaning services not to exceed \$24,000.

Approved on consent agenda.

4. Consider a motion to ratify the procurement contract with Cannon Technologies for an API integration between Yukon software (GRPU AMI) and SpryPoint for \$2,900.

Approved on consent agenda.

5. Consider a motion to ratify the procurement contract with Cogsdale to install MS GP Dynamics, CMG, CSM upgrade and provide technical support for \$12,375.

Approved on consent agenda.

6. Consider a motion to ratify the procurement contract with Procise Solutions for professional consulting services for \$24,900.

Approved on consent agenda.

7. Consider a motion to ratify the procurement contract with Thein Well for repairing well 4 pump for \$22,526.

Approved on consent agenda.

8. Consider a motion to ratify the procurement contract with Baldwin Supply Co for bark hopper winch for the industrial screen house \$8,208.

Approved on consent agenda.

9. Consider a motion to ratify the procurement contract with Power Process Equipment for mechanical seal rebuild kit for WWT sludge Moyno pump for \$3,680.

Approved on consent agenda.

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.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the regular agenda.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

CONTRACTS:

10. Consider a motion to confirm continuing employment with Linda George as a temporary parttime accounting specialist.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to confirm continuing employment with Linda George as a temporary part-time accounting specialist.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

11. Consider a motion to confirm continuing employment with Ms. Candy Carsella-Kee as a parttime Special Project Coordinator for the ERP project implementation.

Motion made by Commissioner Smith, Seconded by Secretary Francisco to confirm continuing employment with Ms. Candy Carsella-Kee as a part-time Special Project Coordinator for the ERP project implementation.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

12. Consider a motion to approve the change order with SpryPoint and authorize the General Manager to sign the change order for \$34,000.

Motion made by Secretary Francisco, Seconded by Commissioner to approve the change order with SpryPoint and authorize the General Manager to sign the change order for \$34,000.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

OPERATIONS & CAPITAL UPDATES:

13. Review Operations & Capital Updates

Reviewed Operations & Capital Updates

14. Consider a motion to add the Building Security Project to the 2025 Capital Budget and authorize staff to proceed with the procurement contract with American Eagle for an amount not to exceed \$126,175.

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to add the Building Security Project to the 2025 Capital Budget and authorize staff to proceed with the procurement contract with American Eagle for an amount not to exceed \$126,175. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

15. Consider a motion to amend the 2025 Operations Budget with the correct Wastewater Treatment amount and acknowledge the inclusion of the Building Security Project in the 2025 Capital Budget.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to amend the 2025 Operations Budget with the correct Wastewater Treatment amount and acknowledge the inclusion of the Building Security Project in the 2025 Capital Budget. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

MONTHLY REPORTS:

16. GRPU Monthly Reports

Reviewed GRPU Monthly Reports

ADJOURNMENT

There being no further business, the meeting adjourned at 5:02 PM.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand



AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to approve \$1,334,875.96 in verified claims for

January and February 2025.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers:

Computer check register \$87,243.12 Manual check register \$1,247,632.84

Total \$1,334,875.96

RECOMMENDATION:

Approve \$1,334,875.96 in verified claims for January and February 2025.

Grand Rapids Public Utilities Accounts Payable January/February 2024 (Meeting Date: 2/26/25)

NAME	AMOUNT
Burggraf's	19.95
Central McGowan	652.35
Cole Hardware	185.50
Dakota Supply Group	441.63
Duncan Co	1,986.95
Emergent Software	5,445.00
Figgins Truck & Trailer	2,375.43
Government Finance Officers	385.00
InLighten	1,183.00
Itasca County	247.26
Jamar	7,470.00
L&M	77.98
MN Society of CPAs	380.00
MN Energy	1,649.36
NOS	5,600.00
Novaspect	34,186.53
Paul Bunyan	192.10
Procise Solutions	1,443.75
Rapids Radio	955.50
RMB	2,619.00
Sandstroms	1,404.07
SpryPoint	13,920.00
Stuart Irby	787.20
Viking Electric	30.30
Waste Management	2,474.91
Wesco	535.69
WUSZ-FM	460.00
Xerox	134.66
Total	87,243.12

Item 2.

	January 2025 Check Register		
cument D; Check #	Vendor Name	Document Amount	
1/1/2025 5288	UNUM Life Insurance Company of America	4,475.65	1/31/2025
1/2/2025 5289	Northeast Service Cooperative	4,898.00	1/31/2025
1/2/2025 5290	Northeast Service Cooperative	65,213.56	1/31/2025
1/9/2025 5291	WEX Health	176,156.00	1/31/2025
1/9/2025 5292	Wells Fargo Pcard	12,633.28	
1/9/2025 5293	Invoice Cloud	3,165.50	1/31/2025
1/11/2025 5294	Public Employees Retirement Association	20,513.68	1/11/2025
1/11/2025 5295	MN Department of Revenue	6,009.76	1/11/2025
1/11/2025 5296	Wells Fargo Bank	35,388.59	1/11/2025
1/11/2025 5297	Empower Retirement	11,332.95	1/11/2025
1/24/2025 5298	WEX Health	99.00	1/31/2025
1/27/2025 5299	Public Employees Retirement Association	19,106.19	1/27/2025
1/27/2025 5300	MN Department of Revenue	5,487.93	1/27/2025
1/27/2025 5301	Wells Fargo Bank	32,958.33	1/27/2025
1/27/2025 5302	Empower Retirement	10,753.21	1/27/2025
1/18/2025 5303	WEX Health	71.39	1/31/2025
1/14/2025 5304	WEX Health	1,168.16	1/31/2025
1/28/2025 5305	WEX Health	1,168.16	1/31/2025
1/21/2025 5306	MN Department of Revenue	85,778.00	1/31/2025
1/21/2025 5307	MN Department of Revenue	161.00	1/31/2025
1/7/2025 84046	MN Department of Health	32.00	1/7/2025
1/7/2025 84047	UPS	124.21	1/7/2025
1/7/2025 84048	Mattson Steve	35.51	1/7/2025
1/8/2025 84084	City of Grand Rapids	93,282.23	1/8/2025
1/10/2025 84085	MN Department of Health	7,851.00	1/31/2025
1/10/2025 84086	MN Child Support Payment Center	427.31	1/10/2025
1/10/2025 84087	NCPERS Group Life Insurance	80.00	1/10/2025
1/15/2025 84088	City of LaPrairie	16,555.82	1/31/2025
1/17/2025 84089	Border States Electric- Voided		1/1/1900
1/17/2025 84090	Border States Electric- Voided		1/1/1900
1/17/2025 84091	Border States Electric	12,754.66	1/17/2025
1/27/2025 84092	MN Child Support Payment Center	427.31	1/27/2025
1/27/2025 84093	MN Council 65	1,917.66	1/27/2025
1/29/2025 84132	MN Unemployment Insurance Fund	2,017.04	1/29/2025
84133	Voided		
84134	Voided		
1/29/2025 84135	Postage By Phone System	5,000.00	1/29/2025
1/29/2025 84136	Government Finance Officers Association	525.00	1/29/2025
1/29/2025 84137	US Bank Equipment Finance	221.01	1/29/2025
1/29/2025 84138	Enterprise FM Trust	11,499.80	1/29/2025
1/31/2025 84139	City of Grand Rapids	72,333.37	1/31/2025
1/31/2025 84140	City of Grand Rapids	74,523.79	1/31/2025
1/31/2025 84141	City of Grand Rapids	136.50	1/31/2025
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January 2025 Check Register

1 247 622 04
1,247,632.84
0.00

Total Manual Checks

1,247,632.84



AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to approve the full lump sum merit pay allowed in the

General Manager's employment contract based on the Commissioners

evaluation of her 2024 performance.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

General Manager Julie Kennedy's performance is reviewed on an annual basis by two members of the Commission. Based on that review, the Commissioners determine how much merit pay she should receive for that year in accordance with her existing employment contract. On January 22, 2025, Commission President Stanley and Commission Secretary Francisco met with Ms. Kennedy to discuss her 2024 performance. As a result of the review, the Commissioners are recommending approval of the full lump sum merit pay allowed in her employment contract.

RECOMMENDATION:

Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment contract based on the Commissioners evaluation of her 2024 performance.



AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to ratify the procurement contract with InGensa, Inc.

for professional services for project management of the building security

upgrade project in the amount of \$6,308.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

As part of our transition to managing our IT services in-house, GRPU staff are collaborating with InGensa, Inc., a facilities solutions consultant, on our building security upgrade project. This consultant, a partner of the Northeast Service Cooperative (NESC), recently presented at a conference attended by our staff. As a NESC member, GRPU benefited from discounted rates for these services. The project involves reviewing the proposals previously provided to City IT, assessing the existing security systems and obtaining feedback from GRPU staff on desired upgrades, examining integration possibilities with other security components like cameras and gates, and providing a detailed recommendation and cost estimate for the security upgrade.

RECOMMENDATION:

Ratify the procurement contract with InGensa, Inc. for professional services for project management of the building security upgrade project in the amount of \$6,308.



AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to ratify the procurement contract with Midwest

Communications for radio ad spots in the amount of \$5,220.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

This purchase is part of our general public utilities 2025 external communications plan. GRPUC Procurement Policy was followed. GRPU commercials will be aired on two Midwest radio stations throughout 2025. The commercial content includes ads such as the general GRPU information, the Wipes Clog Pipes campaign, Cold weather rule, and energy efficiency efforts.

The contract and certificate of insurance are on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Midwest Communications for radio ad spots in the amount of \$5,220.



AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to ratify the procurement contract with SSP

Innovations for professional consulting services for \$23,000.

PREPARED BY: Michael LeClaire, Information Systems Manager

BACKGROUND:

SSP Innovations is one of the ESRI partners that assisted in the development of the Utility Network for GIS Electric System Design. They will be assisting us in optimizing our design schema to accommodate our future needs for electrical data collection, GIS server architecture, and tracing functionality within our GIS platform.

RECOMMENDATION:

Ratify the procurement contract with SSP Innovations for professional consulting services for \$23,000.



AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to ratify the contract with Bolton and Menk for

engineering services around the EPA water plant audit and WTP Reno

funding submissions for \$22,500.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement contract is for the approved 2024 Water Wastewater Capital Project with a \$3,500,000 budget. \$380,000 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Approve a motion to ratify the contract with Bolton and Menk for engineering services around the EPA water plant audit and WTP Reno funding submissions for \$22,500.



AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to ratify the procurement contract with Tech Sales Co

for the Rosemount flow meter for well number 3 for \$4,939.63.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital project with a budget of \$13,268. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Approve a motion to ratify the procurement contract with Tech Sales Co for the Rosemount flow meter for well number 3 for \$4,939.63.



AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to approve the procurement contract with ABM

Equipment, LLC, for a new replacement bucket truck and authorize the

General Manager to sign the contract for \$301,038.00.

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

This purchase replaces the current bucket truck 63, a 2009 Ford F750. It is a budgeted capital item for a single vehicle. After delivery, minor local modifications will be made to add tools and custom equipment. The estimated lifespan of this type of vehicle is 10 years. The purchase was postponed prioritizing the replacement of GRPU's smaller bucket truck, which has ongoing maintenance issues.

These trucks are customized to fit the utilities needs but are based on a common platform. Leased vehicles decrease operating efficiencies and are not desired but an emergency option.



Current 2009 F-750

Estimated delivery is 1 year dependent on chassis delivery from Freightliner.

The current 2009 Ford F750 truck will be sold, for comparison, a similar truck is listed for \$45,000.

The GRPUC Procurement Policy was followed, and the certificate of insurance is on file. The Bid process used Sourcewell (a cooperative purchasing program) and a comparable Minnesota state bid.

RECOMMENDATION:

Consider a motion to approve the procurement contract with ABM Equipment, LLC, for a new replacement bucket truck and authorize the General Manager to sign the contract for \$301,038.00.

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 ABM Equipment, LLC, located at 333 2nd Street NE Hopkins, MN 55343 ("Contractor"). GRPUC and Contractor may be referred to jointly as the "Parties" or individually as a "Party."

Recitals

- A. GRPUC has received quotations through a cooperative bidding program Well Source, for a new bucket truck. Model VERSALIFT VST-5500-I, Platform elevator with 56'8" working height with options described in Contract 110421-TIM and Appendix C. ("Solicitation").
- B. Contractor was chosen via a competitive bidding process through Source Well 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 competitive bidding process by Source Well 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 01/22/2025. 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 + 3 years, or until all of Contractor's obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional six months, in increments as determined by GRPUC, through a duly executed amendment.

2. Contractor's Duties

2.1 The Contractor shall:

Provide all labor and materials for a VERSALIFT VST-5500-I articulating bucket truck with body and chassis as specified in the VERSALIFT SOURCEWELL CONTRACT #110421-TIM as described in the following:

Description

Bucket Truck Unit and Accessories as described in Exhibit C

(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 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.
- 2.9 Contractor is responsible for the handling and distribution of its own tools, equipment, and materials. 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.
- 2.10 For a Contract with Goods: 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"). the Goods to GRPUC. Contractor has all risk of loss until GRPUC accepts the Goods. Contractor risk ceases upon delivery of the equipment in good order to the carrier. Contractor is not responsible for delays in deliver which are out of the contractor control.
- 2.11 GRPUC is authorized to enter into this Contract.
- 2.12 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.
- 2.13 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.
- 2.14 Warranty coverage shall be based on the manufacturer's warranty terms. Warranty work is to be performed at the contractor unless the contractor is notified by GRPU and agrees that warranty work will be performed by another registered company to perform warranty work. The warranty does not include travel charges.
- 2.15 For a Contract with Goods: 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.

3. 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.

4. Consideration and Payment

- 4.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:
 - 4.1.1 Compensation. The Contractor will be paid price of chassis (\$144,625.00) in accordance with **Exhibit D**. GRPU will pay 75% of the chassis price upon delivery to the contractor for the mounting of quoted components. If GRPU cancels contract GRPU will pay contractor for ordered equipment, parts, and components.
 - 4.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed three hundred, one thousand, thirty-eight dollars and no cents (\$301,038.00). Any change in the chassis price shall be communicated to and approved by GRPU in writing before chassis is delivered to the contractor. Any other price change from the original contract shall be negotiated between the contractor and GRPU and approved in writing by the GRPU.

4.2 Payment.

- 4.2.1 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**.
- 4.2.2 Price does not include any applicable federal or state taxes. Prices does not include an required licensing fees. 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.

5. Authorized Representative

GRPUC's Authorized Representative is Chad Troumbly 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.

5.1 Contractor's Authorized Representative is Adam Grant at the following business address: 333 2nd Street NE Hopkins, MN 55343, and the following telephone number: 701-552-2564 or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

6. 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]

ABM Equipment, LLC	Grand Rapids Public Utilities Commission	
By: 23	By:	
Print Name:Rob Streeter	Print Name: Julie A. Kennedy	
Title:President	Title: General Manager	
Date:1/22/2025	Date:	

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.

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.

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. Publicity and Endorsement.

- 8.1 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.
- 8.2 Endorsement. The Contractor must not claim that GRPUC endorses its products or services.

9. 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.

10. 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.

11. General / Miscellaneous.

- 11.1 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.
- 11.2 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.

- 11.3 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.
- 11.4 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-oflaw 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.
- 11.5 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 Street Grand Rapids, MN 55744

Attn: General Manager Email: jakennedy@grpuc.org Contractor

Address: 333 2nd St NE

Hopkins, MN 55343

Attn: Rob Streeter

Email: robs@abmequip.com

- 11.6 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.
- 11.7 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.
- 11.8 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.

- 11.9 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.
- 11.10 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.
- 11.11 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.
- 11.12 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 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.
- 4 Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 4.1 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

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$1,500,000 – per occurrence
$1,500,000 – annual aggregate
$1,500,000 – annual aggregate – applying to Products/Completed Operations
```

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list
- GRPUC must be named as an Additional Insured, to the extent permitted by law
- 4.2 **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.

4.3 **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:

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$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident
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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.

4.4 Property of Others Insurance (or equivalent). The Contractor shall maintain a property insurance policy covering "All Risk" of direct physical loss or damage, or equivalent, including the perils of theft, flood, transit, earthquake, and pollution clean-up expense for property owned by GRPUC that is in the Contractor's care, custody, and control. Any deductible shall be the sole responsibility of the Contractor. Insurance **minimum** limits are as follows: The Contractor is solely responsible for the coverage equal to that of the actual cash value of GRPUC-owned property in the Contractor's care, custody, and control at any given point in time.

Exhibit C: Specifications, Duties, and Scope of Work

\Box 132" steel line body with standard compartments, curbside access, treadplate tops and floors, and 24" tailshelf.
□ Standard platform capacity of 500 lbs. (272 kg).
☐ TruGuard dielectric isolating system with right hand single stick control. TruGuard technology incorporates the use of full hydraulic controls with durable metal handles and linkage.
☐ Engine start/stop from platform and lower controls.
☐ Continuous rotation with slip rings.
□ Six gpm (22.7 lpm) open center hydraulic system with a 2250 psi (158 kg/cm²) operating pressure.
☐ Side mounted telescopic upper boom allows low stowing of platform. Fiberglass inner boom and patented ELECTROGARD provide insulation gap fully retracted meeting ANSI A92.2-2009 requirements for Category C, 46KV and below.
☐ Chassis insulating system (fiberglass lower boom insert) providing 24 in. (0.61 m) insulation gap including accommodations to bridge insulation gap for testing per ANSI 92.2-2009.
☐ ELECTROGARD and inner boom finished with white urethane paint over a white gel coat.
☐ Non-lube bearings used throughout
☐ One set of hydraulic tool outlets on platform. Quick disconnect fittings are not included.
\square Six (6) inch taller tubular pedestal including pedestal mounted A-frame outriggers with pivot feet, two control valves, and a selector valve.
☐ Auxiliary H-frame outriggers.
☐ Integral reservoir with a 25-gallon (94.5 l) capacity and dual sight gauges.
□ Closed heavy-duty one-step 24 in. X 48 in. X 42 in. (0.61m X 1.22m X 1.07m) fiberglass
☐ 180 degree platform rotator.
☐ Master/slave hydraulic leveling with upper and lower control to tilt for cleanout or rescue.
□ Upper boom storage cradle with ratchet type tie down strap.
□ PTO and pump.

☐ Tubular rubber platform support.
☐ Mounting hardware.
☐ Unit painted standard white.
☐ Two operators' manuals and service manuals. ANSI 92.2 data plate.
Options:
☐ Six (6) inch taller pedestal
☐ One (1) full body harness and lanyard
☐ Emergency power 12V DC system
☐ Two-speed throttle control
☐ Auto boom latch
☐ Platform elevator with 56'8" working height
☐ Hydraulic dual arm jib and winch prep package for hydraulic jib
☐ Independent modified auxiliary A-frame outrigger in lieu of the H-frame auxiliary outrigger
☐ Two (2) slope indicators with decals
☐ Radio control 12V transmitter and receiver with antenna
☐ Painted Universal White Extreme Climate Urethane
\Box One (1) Hanney grounding reel with 50' of #2 yellow grounding cable with clamp and ferrule
☐ Grounding lugs mounted under tailshelf
☐ 7-spade RV style trailer sockets
☐ One (1) hour meter with bracket
☐ Dual function back up alarm
☐ One (1) ECCO LED work lamp at boom rest facing backward
☐ Two (2) ECCO directional LED strobe lights mounted in grill
☐ Two (2) ECCO 4" round directional LED strobe lights mpunted in tailshelf
☐ Two (2) Whelen low pro LED amber strobes mounted on SS and CS cab roof top

☐ One (1) GoLight LED spotlight mounted curbside hood with handheld remote
☐ One (1) 3000W Dimensions pure sinewave inverter mounted at curbside 1st vertical
☐ Five (5) GFI outlets (Locations TBD)
☐ Hydraulic tool circuit at tailshelf with couplers and dust caps
☐ Four (4) rubber wheel chocks with holders
☐ Four (4) poly Highway jack pads with holders
☐ 12" hitch plate and 25 T pintle hitch
□ Brand FX 102T fiberglass line body, 150" long with recessed LED light package, removable wheel wells, removable (4) cale steps, 6" drop-in tailboard, Flexglo LED compartment lights, 102" long shovel basket on streetside, sure foot coating on walking areas, tapered tailshelf with one slide under step on curbside with two steps and one grab handle and one pool handle, ICC bumper, one 140"L ladder trough one 36"L slide out work table mounted flush with rear of tailshelf and four (4) 3" OD PVC tubes and caps mounted under tailshelf in lieu of the above 132" steel line body
\square 2025 Freightliner M2 106 Plus 4x4 high roof extended cab with 102" CA, Cummins L9 300 hp engine, and Allison 3000RDS auto transmission in lieu of the above Freightliner M2 106 4x2 regular cab and chassis
□ VST-5500-I05 aerial
☐ Platform elevator, 24" lift-hydraulic (Reduces platform capacity by 100 lbs.)

Exhibit D: Price and Payment Schedule

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed three hundred, one thousand, thirty eight dollars and no cents (\$301,038.00). Any change in the chassis price shall be communicated to and approved by GRPU in writing before chassis is delivered to the contractor. Any other price change from the original contract shall be negotiated between the contractor and GRPU and approved in writing by the GRPU

GRPU, upon receipt of an invoice, agrees at 30 days to pay 75% of the chassis price up delivery of the GRPU agreed upon selected chassis to contractor.

The balance of 25% of the chassis price and all other contract deliverables will be paid 30 days after receipt of an invoice and acceptance of the bucket truck per the specifications in Section C by GRPU representative.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to approve the procurement contract with Thein Well

Company for the rehabilitation of well number 3 and authorize the

General Manager to sign the contract for \$32,300.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital project with a budget of \$51,594. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Consider a motion to approve the procurement contract with Thein Well Company for the rehabilitation of well number 3 and authorize the General Manager to sign the contract for \$32,300.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to approve the amendment to the contract with Bolton

and Menk for engineering services during the Legionella mitigation efforts and allow the General Manager to sign the contract for \$51,450.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement contract is for a non-approved 2024 Water department operations and maintenance project for Legionella mitigation. \$38,400 has been spent to date with Bolton and Menk for Legionella.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Consider a motion to approve the amendment to the contract with Bolton and Menk for engineering services during the Legionella mitigation efforts and allow the General Manager to sign the contract for \$51,450.

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 Bolton & Menk Inc., a business, located at 7533 Sunwood Drive NW Suite 206 Ramsey, MN 55303-5119 ("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 engineering services for planning and design of disinfection services of the drinking water 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.

Accordingly, the Parties agree as follows:

Contract

- 1. <u>Term.</u> The effective date of this Contract is 2/6/24. 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 12/31/24.
 - 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:

Data Collection and Review

Obtain existing and new data from GRPU including water chemistry data, operations data, and treatment plant records drawings.

Analyze water chemistry to determine required chemical dosages and potential side effects on water quality from feeding chlorine.

Review existing treatment facility to determine locations for chemical feed storage and equipment.

Work with Corona Environmental as directed by utility.

Develop and Submit Plans and Specifications to MDH

Develop required plan sheets and specifications for submittal to MDH.

Work with MDH to gain approval for the chemical feed systems.

Consult with MDH to determine required testing frequency.

Develop a Monitoring Plan for Control Testing

Collaborate with MDH and GRPU staff to determine sampling points and frequency of testing.

Create written procedures for control testing of water quality once the new chemical feed systems are operational.

Bidding, Installation, and Startup

Develop a proposal for solicitation of quotes from contractors for installation of the equipment.

The work will include electrical and controls improvements for the new equipment.

Provide coordination with the selected contractor for installation of the equipment.

Provide on-site support during installation and startup of the equipment as well as assistance for initiation of control testing (assumed duration is one week).

.

(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, all subject to the applicable standard of care. 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.

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 Thirty-Eight Thousand and Four Hundred Dollars (\$38,400).
 - 3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty-Eight Thousand and Four Hundred Dollars (\$38,400).

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.
- 3.2.2 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.

4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson Water Wastewater Manager at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218-326-5195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Brian Gulden Principal Environmental Engineer, at the following business address: 7533 Sunwood Drive NW Suite 206 Ramsey, MN 55303-5119, and the following telephone number: 763-433-2851, ext 2658, 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.

- 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. Notwithstanding the foregoing, Contractor retains title and interest in all of its standard details, plans, specifications and engineering computation documents ("Previously Created Works and Documents"), whether in written or electronic form, which have been incorporated into the deliverables and documents provided to GRPUC, but which were developed by Contractor independent of this Agreement. Contractor issues to GRPUC a royalty-free, nonexclusive and irrevocable license to use the Previously Created Works and Documents for the Project.
- 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.

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: srmattson@grpuc.org

Bolton & Menk

Address:

7533 Sunwood Drive NW Suite 206

Ramsey, MN 55303-5119

Attn: Brian Gulden

Email:brian.guldan@bolton-

menk.com

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

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

Bolton & Menk	Grand Rapids Public Utilities Commission
By:	By: <u>Julie A Kennedy</u>
Print Name: Brian Gulden	Print Name: Julie A. Kennedy
Title: Principal Environmental Engineer	Title: General Manager
Date:	Date: 10/03/2024

Exhibit A: Insurance Requirements

- 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.
- 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.
- 3.4 **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.

3.5 **Privacy Liability Insurance (or equivalent)** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:

```
$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.

3.6 **Property of Others Insurance (or equivalent).** The Contractor shall maintain a property insurance policy covering "All Risk" of direct physical loss or damage, or equivalent, including the perils of theft, flood, transit, earthquake, and pollution clean-up expense for property owned by GRPUC that is in the Contractor's care, custody, and control. Any deductible shall be the sole responsibility of the Contractor. Insurance **minimum** limits are as follows: The Contractor is solely responsible for the coverage equal to that of the actual cash value of GRPUC-owned property in the Contractor's care, custody, and control at any given point in time.

Exhibit B: Specifications, Duties, and Scope of Work

Data Collection and Review

Obtain existing and new data from GRPU including water chemistry data, operations data, and treatment plant records drawings.

Analyze water chemistry to determine required chemical dosages and potential side effects on water quality from feeding chlorine.

Review existing treatment facility to determine locations for chemical feed storage and equipment.

Work with Corona Environmental as directed by utility.

Develop and Submit Plans and Specifications to MDH

Develop required plan sheets and specifications for submittal to MDH.

Work with MDH to gain approval for the chemical feed systems.

Consult with MDH to determine required testing frequency.

Develop a Monitoring Plan for Control Testing

Collaborate with MDH and GRPU staff to determine sampling points and frequency of testing.

Create written procedures for control testing of water quality once the new chemical feed systems are operational.

Bidding, Installation, and Startup

Develop a proposal for solicitation of quotes from contractors for installation of the equipment.

The work will include electrical and controls improvements for the new equipment.

Provide coordination with the selected contractor for installation of the equipment.

Provide on-site support during installation and startup of the equipment as well as assistance for initiation of control testing (assumed duration is one week).

Suite 205 Grand Rapids, MN 55744

Ph: (218) 571-4347

Bolton-Menk.com



Real People. Real Solutions.

February 6, 2024

Steve Mattson Grand Rapids Public Utilities 500 SE 4th Street Grand Rapids, MN 55744

RE: Water Treatment Plant Chlorine Addition Grand Rapids Public Utilities

Dear Steve,

Thank you for the opportunity to present this scope and fee letter for engineering services to assist the Grand Rapids Public Utilities (GRPU) with implementation of a temporary chlorine feed system at the GRPU Water Treatment Plant (WTP). We understand the importance of this effort and our team will work diligently to help implement the improvements in a timely manner.

Background

We understand there has been a Legionnaires outbreak at some locations in Grand Rapids, although there has not been Legionnaires found in the public water supply. However, it is desired that chlorination be added at the WTP to help eliminate current and future outbreaks. The goal of this project is to begin chlorination as soon as possible by implementing a temporary chlorine feed system. It will be advantageous to implement temporary measures that can be utilized in permanent chlorination and we will take this into consideration in our design of the improvements. Since chlorine addition can change water chemistry and create potential corrosion of lead and copper water services, this project will also include installation of a corrosion inhibitor chemical feed system. A detailed scope of work to accomplish installation and startup of the chemical feed systems is provided below.

Scope of Work

We have determined there are 5 separate tasks required to implement the chlorine and corrosion inhibitor feed systems. Those tasks are presented below.

Task 1 – Data Collection and Review

- Obtain existing and new data from GRPU including water chemistry data, operations data, and treatment plant records drawings.
- Analyze water chemistry to determine required chemical dosages and potential side effects on water quality from feeding chlorine.
- Review existing treatment facility to determine locations for chemical feed storage and equipment.

Task 2 – Develop and Submit Plans and Specifications to MDH

- Develop required plan sheets and specifications for submittal to MDH.
- Work with MDH to gain approval for the chemical feed systems.
- Consult with MDH to determine required testing frequency.

Task 3 – Develop a Monitoring Plan for Control Testing

- Collaborate with MDH and GRPU staff to determine sampling points and frequency of testing.
- Create written procedures for control testing of water quality once the new chemical feed systems are operational.

Task 4 – Bidding, Installation, and Startup

- Develop a proposal for solicitation of quotes from contractors for installation of the equipment. The work will include electrical and controls improvements for the new equipment.
- Provide coordination with the selected contractor for installation of the equipment.
- Provide on-site support during installation and startup of the equipment as well as assistance for initiation of control testing (assumed duration is one week).

Task 5 – Data Analysis and Support

- Support staff with data analysis and chemical feed adjustment based on control testing after the initial one-week startup period.
- On call services as needed.

Fees

We have calculated an estimated fee of \$38,400 to complete Tasks 1-4 as listed above. A detailed breakdown of hours for these tasks is presented in the below table. The estimated fee of \$38,400 will be billed on an hourly basis at our standard hourly rates. Compensation for Task 5 will be invoiced on an hourly basis for ongoing data analysis and support as needed.

Detailed Cost Estimate

	Rapids Public Utilities ation Addition	Bolton & Menk, Inc.						
Task No.	Work Task Description	Principle in Charge	Project Manager	Project Engineer	Electrical Engineer	Technician	Total Hours	Total Cost
1.0	Data Collection and Review	6	10	10			26	\$4,756
2.0	MDH Submittal Documents	6	12	12	20	16	66	\$11,100
3.0	Monitoring Plan	2	10	10			22	\$3,932
4.0	Bidding/Installation/Startup	12	24	52	16		104	\$18,648
5.0	Data Analysis and Support	On Call As Needed						
	Total Hours	26	56	84	36	16	218	
	Average Hourly Rate	\$206.00	\$196.00	\$156.00	\$210.00	\$90.00		
	Subtotal	\$5,356	\$10,976	\$13,104	\$7,560	\$1,440		
	Total Estimated Fee \$38,				88,436			

Thank you for the opportunity to assist GRPU with this project. We look forward to working with you and your staff. If you need any additional information or have any questions on the above, please do not hesitate to give me a call.

Respectfully submitted,

Bolton & Menk, Inc.

Bing &

Brian Guldan, P.E.

Principal Environmental Engineer

CC: Morgan Salo, Bolton and Menk, Inc.

Dean Helstrom, Bolton and Menk, Inc.

(Authorized Representative)

(Date)

AMENDMENT #1

Scope of Work & Compensation

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 **Bolten & Menk**, a corporation, located at 1960 Premier Drive, Mankato, MN 56001 ("Contractor"). GRPUC and Contractor may be referred to jointly as the "Parties" or individually as a "Party."

Contract Terms -

3.1.1 Compensation. The Contractor will be paid Thirty-Eight Thousand and Four Hundred Dollars (\$38,400).

Contract approved by Grand Rapids Public Utilities Commission on March 27, 2024.

Original Scope of Work:

- 1. Data Collection and Review
- 2. Obtain existing and new data from GRPU including water chemistry data, operations data, and treatment plant records drawings.
- 3. Analyze water chemistry to determine required chemical dosages and potential side effects on water quality from feeding chlorine.
- 4. Review existing treatment facility to determine locations for chemical feed storage and equipment.
- 5. Work with Corona Environmental as directed by utility.
- 6. Develop and Submit Plans and Specifications to MDH
- 7. Develop required plan sheets and specifications for submittal to MDH.
- 8. Work with MDH to gain approval for the chemical feed systems.
- 9. Consult with MDH to determine required testing frequency.
- 10. Develop a Monitoring Plan for Control Testing
- 11. Collaborate with MDH and GRPU staff to determine sampling points and frequency of testing.
- 12. Create written procedures for control testing of water quality once the new chemical feed
- 13. systems are operational.
- 14. Bidding, Installation, and Startup
- 15. Develop a proposal for solicitation of quotes from contractors for installation of the equipment.
- 16. The work will include electrical and controls improvements for the new equipment.
- 17. Provide coordination with the selected contractor for installation of the equipment.
- 18. Provide on-site support during installation and startup of the equipment as well as assistance for initiation of control testing (assumed duration is one week).

Additional services provided outside of the original contract include:

- 1. Coordination and Project Management with Corona/Confluence
- 2. Attendance at Meetings
- 3. Water Modeling Updates
- 4. Distribution System Testing and Data Analysis

This amendment to the contract is for scope of work and compensation adjustments.

3.1.1 Compensation. The Contractor will be paid Fifty-One Thousand Four Hundred and Fifty Dollars (\$51,450).

GRAND RAPIDS PUBLIC UTILITIES HEREBY AUTHORIZES AN ADJUSTED SCOPE OF WORK AND COMPENSATION FOR THE PROVIDED SERVICES

BOLTON & MENK		GRAND RAPIDS PUBLIC UTILITIES COMMISSION		
Ву:	Bing All	Ву:		
Print Name: E	Brian Gulden	Print Name: Julie A. Kennedy		
Title: Principle	e Environmental Engineer	Title: General Manager		
Date:	2/12/25	Date:		





Please Remit To: Bolton & Menk, Inc. 1960 Premier Drive | Mankato, MN 56001-5900 507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com To Ensure Proper Credit, Provide Invoice Numbers with Payment

Grand Rapids Public Utilities Commission

Steve Mattson

500 SE Fourth Street

Grand Rapids, MN 55744

October 28, 2024

Project No: 0M2.133646.000

Invoice No: 0348515

Client Account: GRPUC_MU_MN

A mount

GRPUC/Water Treatment Plant Chlorine Add

Professional Services from September 14, 2024 to October 11, 2024

Data Collection and Review (0000001)

Professional Services

	nours	Amount
Principal	146.00	29,156.00
Administrative	2.00	200.00
Specialist	12.00	1,932.00
Design Engineer	4.50	702.00
Project Engineer	12.00	2,232.00
Technician	21.00	1,905.00

Total Labor 36,127.00

Hours

Reimbursable Expenses

Permit Fees 165.00

Total Reimbursables 165.00 165.00

Total this Task \$36,292.00

Bidding and Startup (0000002)

Professional Services

	Hours	Amount
Design Engineer	13.50	2,106.00
Technician	37.00	3,330.00

Total Labor 5,436.00

Total this Task \$5,436.00

Water Modeling (0000004)

Professional Services

	Hours	Amount
Principal	.50	129.00
Specialist	13.00	2,093.00
Project Engineer	35.00	6,510.00
Senior Technician	2.00	390.00

 Project
 0M2.133646.000
 GRPUC/Water Treatment Plant Chlorine Add
 Invoice
 0348515

 Technician
 5.00
 600.00
 Item 11.

Total Labor 9,722.00

Total this Task \$9,722.00

Total this Invoice \$51,450.00



Real People. Real Solutions.

504 NW 1s Item 11.

Suite 205 Grand Rapids, MN 55744

Phone: (218) 571-4347 Bolton-Menk.com

VIA EMAIL

September 24, 2024

Steve Mattson Grand Rapids Public Utilities 500 SE 4th St. Grand Rapids, MN 55744

RE: Updated Proposal for Legionella/Chlorine Addition

Additional Engineering Services Proposal

Grand Rapids Public Utilities – Grand Rapids, Minnesota

Dear Mr. Mattson:

Bolton & Menk is providing additional support services related to the chlorination of the system and additional project management and coordination from items developed with Corona Environmental and Confluence Engineering. Our original proposal was provided prior to the other consultants joining the team. Since the addition of the other consultants, our scope of work has increased significantly from that which was expected when our original proposal was approved. Therefore, Bolton & Menk, Inc. is respectfully requesting an increase in our approved fees for the project in accordance with the additional services being provided. A detailed description of our additional services is provided below.

BACKGROUND

Our original scope of work for the chlorination and *Legionella* support was to complete a review of the water chemistry, develop plans and specifications for MDH approval of the chlorination system, develop a monitoring plan, and assist with the start-up and installation of the system. Per MDH requirements, Bolton & Menk met with consultants specialized in *Legionella* mitigation and coordinated bringing those consultants onboard with GRPU. Following the addition of these consultants to the team, our responsibilities have increased to meet the goals, objectives, and requirements for chlorination of the system.

ADDITIONAL SERVICES

The additional services we are requesting compensation for are summarized as follows:

1. Coordination and Project Management with Corona/Confluence

Bolton & Menk has assisted in coordinating meetings, project management, and additional coordination of chlorination items with the project team. Discussions during the weekly calls have resulted in additional time required to evaluate options, additional report writing, and meetings. In general, we have an increased role in handling the project management and

56

Mr. Steve Mattson September 24, 2024 Page 2

coordination with the other consultants that was not required by our original scope of work. The additional services for this task represent approximately 120 hours of staff time and \$21,600 in fees.

2. Attendance at Meetings

Bolton & Menk has participated in two (2) additional expert panel meetings and discussions to assist in the chlorination of the system and mitigation of *Legionella*. We have also participated in two (2) public meetings and will continue to participate in public meetings to aid GRPU and communications regarding chlorination of the system. The additional services for this task represent approximately 20 hours of staff time and \$3,600 in fees.

3. Water Modeling Updates

As part of the Legionella mitigation planning and chlorination design, water modeling was required to evaluate how the system currently operates and how it responds to various scenarios with regards to treatment and tower operation. The additional water modeling evaluated several scenarios for optimizing chlorination of the system. We created figures for the design team to evaluate and assisted in providing recommendations for flushing and implementation of chlorination. Bolton & Menk had additional staff assist with the modeling and figure development, as well as additional management time to oversee modeling and discussion of model updates during weekly meetings. The additional services for this task represent approximately 65 hours of staff time and \$18,500 in fees.

4. Distribution System Testing and Data Analysis

To ensure proper operation of the chemical feed systems, additional distribution testing was conducted for the first week of operation. This task involved coordinated testing in specific areas of town to evaluate water chemistry data. In addition to monitoring at the WTP, field testing and data analysis were used to make changes at the WTP to achieve the desired chlorine levels in the distribution system. The additional services for this task represent approximately 90 hours of staff time and \$12,000 in fees.

FEES FOR SERVICES

Given the above additional services being provided, we would respectfully ask that the Utility consider approving **\$55,700** in additional fees for this project. These fees represent additional engineering and technical staff time of approximately 320 hours.

Mr. Steve Mattson September 24, 2024 Page 3

Thank you again for the opportunity to continue serving Grand Rapids Public Utilities. If you have any questions or comments regarding this proposal, please contact me at 218-839-2303 or morgan.salo@bolton-menk.com.

Sincerely,

Bolton & Menk, Inc.

Morgan Salo, P.E.

Principal Environmental Engineer

cc: Julie Kennedy, P.E., Grand Rapids Public Utilities

Brian Guldan, P.E., Bolton & Menk, Inc.

Accepted by:		
Signature	Date	
Printed Name	 	



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to approve the procurement contract with Trident

Process Inc for a 781Q125 gearbox exchange for the aeration basin mixer of the WWT secondary plant and authorize the General Manager to sign

the contract for \$136,342.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater operations and maintenance project with a budget of \$253,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Approve a motion to approve the procurement contract with Trident Process Inc for a 781Q125 gearbox exchange for a aeration basin mixer of the WWT secondary plant and authorize the General Manager to sign the contract for \$136,342.

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 Trident Process Inc(agent for SPX Flow US LLC), located at JF Cherry Bldg @ 329 10th Ave Se, #202 Cedar Rapids, Iowa 52401 ("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 contractor for a 781Q125 Gearbox exchange reducer. ("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 February 13th, 2025. 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, 2025, or until all of Contractor's obligations have been satisfactorily fulfilled, whichever occurs first.

2. Contractor's Duties

2.1 The Contractor shall:

Provide one: 781Q125 exchange reducer head for our Aerator Pond mixers.

(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. Consideration and Payment

- 4.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:
 - 4.1.1 Compensation. The Contractor will be paid One Hundred and Thirty Three Thousand Three Hundred and Forty Two Dollars (\$133,342.00) Plus a not to exceed price of Three Thousand Dollars for shipping and handling.
 - 4.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed One hundred and Thirty Six Thousand Three Hundred and Forty Two Dollars (\$136,342.00).

4,2 Payment.

4.2.1 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. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, 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 Tracy Breneman at the following business address: JG Cherry Bldg@ 329 10th Ave SE, #202 Cedar Rapids, Iowa 52401, and the following telephone number: 612-816-8158, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

6. 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]

Trident Process, Inc.	Grand Rapids Public Utilities Commission
By: Tracy Breneman	By:
Print Name: _Tracy	Print Name: Julie A. Kennedy
Breneman	Title: General Manager
Title:Engineering	Date:
Manager	
Date:2-13-25	

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. 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.

7. Intellectual Property Rights.

- 7.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:
 - 7.1.1 "Documents" are the originals of any databases, computer programs, 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.
 - 7.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.
 - 7.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), data, databases, computer programs, 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.
- 7.2 Ownership. GRPUC owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks 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. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." 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.

7.3 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.

7.4 Obligations.

- 7.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give GRPUC's Authorized Representative written notice thereof, and must promptly furnish GRPUC's Authorized Representative with complete information and/or disclosure thereon.
- 7.4.2 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.
- 7.4.3 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.]

8. 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.

9. 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.

10. Publicity and Endorsement.

- 10.1 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.
- 10.2 Endorsement. The Contractor must not claim that GRPUC endorses its products or services.

11. 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.

12. 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.

13. General / Miscellaneous.

- 13.1 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.
- 13.2 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.

- 13.3 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.
- 13.4 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-oflaw 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.
- 13.5 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 Street Grand Rapids, MN 55744 Attn: General Manager

Email: jakennedy@grpuc.org

Trident Process, Inc. Address: JG Cherry Bldg 329 10th Ave SE, #202 Cedar Rapids, Iowa 52401 Attn: Tracy Breneman

Email: tracy@tridentprocess.com

- 13.6 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.
- 13.7 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.

- 13.8 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.
- 13.9 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.
- 13.10 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.
- 13.11 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.
- 13.12 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 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.
- 4 Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 4.1 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$1,500,000 – per occurrence

\$1,500,000— annual aggregate

\$1,500,000— annual aggregate — applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanker Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list
- GRPUC must be named as an Additional Insured, to the extent permitted by law
- 4.2 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.

4.3 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:

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$100,000 - Bodily Injury by Disease per employee
$500,000 - Bodily Injury by Disease aggregate
$100,000 - Bodily Injury by Accident
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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.

4.4 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:

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

Exhibit C: Specifications, Duties, and Scope of Work

Provide one: 781Q125 exchange reducer head for our Aerator Pond mixers.

Exhibit D: Price and Payment Schedule

The Contractor will be paid One Hundred and Thirty Three Thousand Three Hundred and Forty Two Dollars (\$133,342.00) Plus a not to exceed price of Three Thousand Dollars for shipping and handling.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed One hundred and Thirty Six Thousand Three Hundred and Forty Two Dollars (\$136,342.00). GRPUC will pay the Contractor within thirty (30) days following receipt and acceptance of Goods or Services and receipt of an undisputed invoice.



>Lightnin Item 12.

>Philadelphia

Date: 2/4/2025

Trident Process, Inc.
JG Cherry Bldg @ 329 10th Ave SE, #202
Cedar Rapids | Iowa | 52401
Phone: 1-612-816-8158 | Fax: 1-952-881-4219 |

Attention:

GRAND RAPIDS PUBLIC UTILITIES - Troy Bridge

PO Box 658

GRAND RAPIDS, Minnesota 55744-0658 United States

Phone: 218 3267024

Project Name: Grand Rapids Public Utilities

Quote Number: 335579979

Proposal Summary

Primary Solution

Item	Size/Description/Scope of Supply	Lead Time (Business Days)*	220 2	Qty.	Sub Total
1	781Q125 Gearbox Replacement Program	45	\$166,672.00	1	\$166,672.00
				Sub Total	\$166,672.00
			Freight and	d Handling	\$8,333.60
			Total (U	S Dollars)	\$175,005.60

Exchange Reducer, complete \$133,342.00 Checking on lead time

Note: Minimum value of an order must be \$200. Add additional items or the difference will be added.

*Lead time is dependent on when order and/or approvals are accepted (as applicable).

Commercial Terms / Terms of Delivery

Note: In the absence of any specifications, we reserve the right to review any additional requirements and amend our offer accordingly

Commercial Terms

Unless otherwise expressly agreed to in writing by SPX FLOW, this quote and any resulting order shall be governed solely and exclusively by the SPX FLOW Standard Terms and Conditions of Sale attached hereto (and also available at 'http://www.spxflow.com/terms-conditions'). SPX FLOW hereby expressly rejects the applicability of any and all terms and conditions of Buyer.

Completed Order Shipment in (ARO/ADA):

9 Weeks after receipt of order

Delivery Terms*:

FOB Origin

Freight Terms:

Prepay and Add to Invoice

Terms of Payment:

30 Days from Invoice Date

Quote Expiration Date:

3/6/2025

Estimated lead times quoted are based on current production capacity, are subject to stock materials remaining unsold and will be calculated from receipt of clear and actionable order (approval time -if any - is excluded)

Tariffs



>Lightnin | Item 12.
>Plenty
>Philadelphia

The quoted price has been based on the cost of materials and components ("Materials") at the date of this proposal. If, due to the imposition of any tariffs (regardless of the country imposing said tariffs), the cost to SPX FLOW of performing its obligations under any Order arising from this proposal increases between the date of this proposal and the date of Order, the quoted price shall be increased.

Such increase shall be determined by SPX FLOW taking into account the applicable tariff imposed on Material(s) as at the date of the Order.

Supply Chain and Operational Disruptions

Due to prevailing market conditions, it is difficult for SPX FLOW and its sub-suppliers to ascertain cost and delivery time with certainty. As such, all prices and dates for execution/delivery are quoted by SPX FLOW based on the costs and availability of materials and labor at the date of quotation. If the actual cost to SPX FLOW of executing the order increases by more than 5% between the date of the quotation and the date of completion of the order, such increase shall be added to the price of the order. SPX FLOW may also demonstrate such increase by applying a price index chosen by SPX FLOW in good faith and applied to all or part of the price. Further, SPX FLOW shall not be responsible for any delays beyond its reasonable control due to a shortage/lack of availability of materials (including increased lead times by its sub-suppliers), staff shortages or transportation disruptions.

Supplemental Terms and Conditions

The following terms and conditions supplement SPX FLOW's Standard Terms and Conditions of Sale (2 Nov. 2017) for all orders for Lightnin, Philadelphia, Plenty, Stelzer, and Uutechnic branded products. To the extent there is any conflict between the following terms and SPX FLOW's Standard Terms and Conditions of Sale, the following terms shall govern.

- All orders over one hundred thousand dollars (\$100,000 USD) or the local currency equivalent shall be subject to the following milestone invoicing terms:
 - (1) twenty percent (20%) at the time of order acceptance;
 - (2) forty percent (40%) upon the later of:
 - (a) sixty (60) business days after order acceptance; or
 - (b) for orders having approval drawings, ten (10) business days after acceptance of approval drawings; and (3) forty percent (40%) upon shipment.
- After order acceptance, any change to the scope of a quotation or to the design of a product or part thereof may
 be subject to a change order. The change order will be quoted to the Buyer within ten (10) business days of
 receipt of the change request.
- Acceptance of approval drawings, if applicable, shall occur within twenty (20) business days of drawing issuance or in accordance with the schedule set forth in SPX FLOW's order acceptance. If acceptance of approval drawings does not occur within the specified period, SPX FLOW may: (i) extend the shipment date by an amount of time determined in SPX FLOW's sole discretion; and/or (ii) requote the order.
- Any extension of the shipment schedule caused by the Buyer, including, but not limited to, failure to arrange transport or not providing a confirmed delivery location, will be subject to a storage charge to be determined in SPX FLOW's sole discretion and quoted to the Buyer at least ten (10) business days prior to taking effect.

Order Placement

Quotation Number: 335579979

For Lightnin, Philadelphia and Plenty Parts and Service Please Address Purchase Order To: SPX Flow US, LLC 135 Mt Read Blvd Rochester, NY 14611



>Lightnin Item 12. >Plenty >Philadelphia¹

Primary Solutions Product Details

Item	Size/Description/Scope of Supply		Lead Time (Business Days)*	Price	Qty.	Sub Total
1	781Q125 Gearbox Replacement Program		45	\$166,672.00	1	\$166,672.00
MOTOF	VORIVE SPECIFICATIONS				1000	
Motor F	rame Type	NEN	ΛA			
Nomina	I Input Speed (RPM)	1800	RPM			
Motor F	requency	60.0	Hz			
High Sp	peed Coupling	No (Coupling			
MACHI	NE/SEALING SPECIFICATIONS	is a second	Control Carlos			
Gearbo	X	7810	Q125 @ 68.0	RPM, 25.79 Ge	ear Reduct	ion Ratio
Gearbo	x Reduction	Dou	ble			
Shaft R	otation	CW	Shaft Rotation	on		
SHAFT	SPECIFICATIONS		745.50			
Wetted	Parts Material	Carl	oon Steel			

Grand Rapids Public Utilities

February 26, 2025

Operational and Capital Updates

GRPU Management Team





MISSION VISION VALUES

WHO WE

Grand Rapids Public Utilities (GRPU) is a statutory municipal utility established by the city of Grand Rapids, Minnesota. The Grand Rapids Public Utilities Commission (GRPUC) provides full control, operation and management of the GRPU electric power distribution system, the water production, treatment and distribution systems, and the wastewater collection and treatment systems.





Our Vision

Our vision is to be a dynamic public asset for the thriving community of Grand Rapids, enhancing lives and fostering growth through excellence in the provision of essential utility services.



Our Mission

Our mission is to empower GRPU team members to deliver safe, reliable, affordable, sustainable, and customer-focused utility services for our community.



Our Values

Safety We hold paramount the well-being

of our employees and the public in

all operations.

Integrity We uphold ethical standards and

foster trust with all stakeholders.

Customer Focus We prioritize customer needs and

satisfaction in all our decisions and

actions.

Efficiency We maximize resources to provide

cost-effective services without

compromising quality.

Reliability We consistently deliver high-quality

utility services and strive for

uninterrupted access.

Sustainability We employ environmentally

responsible practices in our operations and services.

Transparency We openly share information

and decision-making processes, promoting informed community

involvement.

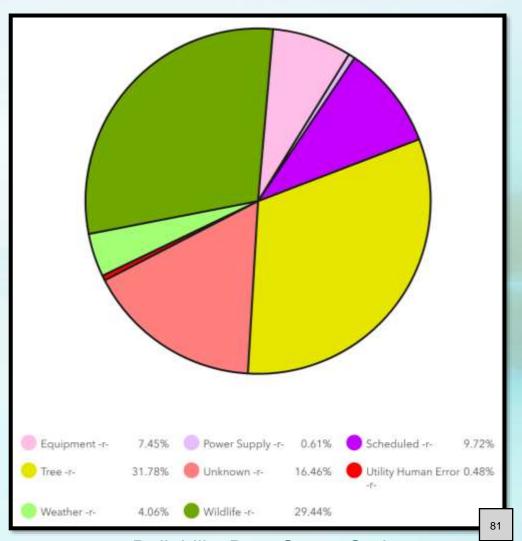


Item 13.

Operations: 2024 Electric Utility Reliability by Chad Troumbly

Major Findings

- Trees and Wildlife continue as Top Causes
- Tree Trimming Reduces Incidents, but does not Eliminate Calls
- Scheduled Outages include Planned for Repairs and Upgrades





Capital: Electric Utility Improvements (Ryan Park) by Chad Troumbly

- Significant Outages Caused By Lines in Trees
- Difficult for Crews to Access OH Lines for Maintenance or Repair; Many Through Backyards
- Converting Lines from Overhead to Underground
 - Cable
 - Transformers
 - Boring
 - New Connections to Customers



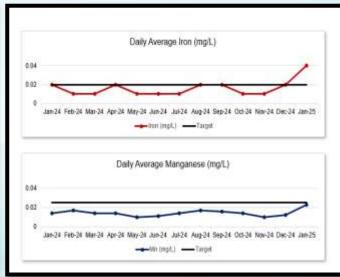
Project Name	Location	Status/ Completion Date	Budgeted Amount	Actual Spent	Funding Source
La Prairie Ryan Park	La Prairie	2025	\$211,846	\$0	Rever 82



Capital: Water Treatment Plant Filter Valve by Steve Mattson

- Replace 3 original valves prior to WTP Reno Project
- 1 of 3 valves have been replaced
- Main effluent filter critical to operations
- 100% GRPU maintenance staff
- Safely replaced in a difficult location
- Other two valves to be replaced Q2 2025





Project Name	Location	Status/ Completion Date	Budgeted Amount	Actual Spent	Funding Source
Filter Valve Replacement	WTP	33%	\$23,104	\$8,400	Rever 83



Capital: Well 4 Security Improvements by Steve Mattson

- EPA-America's Water Infrastructure Act (AWIA)
- MN Dept of Health sanitary surveys/EPA audit
- Breakdown of grant/revenue
 - \$9,600 MDH sourcewater grant
 - \$14,300 GRPU water revenues
- Project slated for Q2 2025







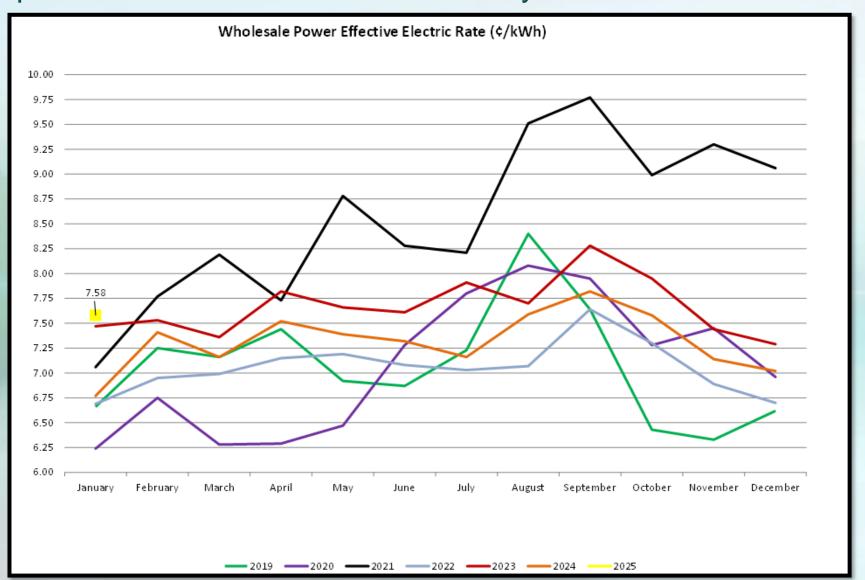


Project Name	Location	Status/ Completion Date	Budgeted Amount	Actual Spent	Funding Source
Security Improvements–Well 4	Well 4	Spring 2025	\$23,900	\$0	Grant Revenue



Strategic and Sustainable Fiscal Management (FM)

Operations: Electric Effective Rates by Jean Lane





Strategic and Sustainable Fiscal Management (FM)

Operations: 2025 City Government Academy by Jean Lane

- Program started in 2024 to increase knowledge of City operations
- GRPU included this year as one of the weekly sessions



CITY OF GRAND RAPIDS GOVERNMENT ACADEMY Session 1 ADMINISTRATION & FINANCE PUBLIC WORKS/ENGINEERING Wednesday, April 2, 2025

City Hall 420 N. Pokegama Avenue AT THE HELM

- City Government Structure
- Finance & Budget Property Taxes
- Elections & Licensing
- Boards & Commissions

Wednesday, April 9, 2025 **Public Works Facility** 500 SE 4th Street

EVERYDAY HEROES

- · Engineering/PW What we do
- · Facility & Equipment Tour
- Airport
- Cemetery

POLICE DEPARTMENT Wednesday, April 16, 2025 City Hall 420 N. Pokegama Avenue

Session 3

SERVING WITH PRIDE

- Department Operations
 - Squad & Station Tour
 - Equipment Overview
 - Mock Traffic Stop

Session 4

YANMAR ARENA & PARKS Wednesday, April 23, 2025 Yanmar Arena 1401 NW 3rd Avenue

PROMOTING ACTIVE LIVING

- Programming
- Facility
- Bus Tour of Parks

Session 5

GRAND RAPIDS LIBRARY Wednesday, April 30, 2025 140 NE 2nd Street

WISDOM WITHIN

- Local Collaborations

- Services Offered
- Education Programming

Session 8

POKEGAMA GOLF COURSE

Wednesday, May 21, 2025

City Hall

420 N. Pokegama Avenue

EVERY SHOT COUNTS

Golf & Government

Services Provided

Community Programs

- Events
- Library Tour

Session 6

COMMUNITY DEVELOPMENT Wednesday, May 7, 2025 City Hall 420 N. Pokegama Avenue

PLANNING FOR TOMORROW

- Economic Development
- Planning & Zoning
- Housing
- City Codes & Development Permits

Session 7

PUBLIC UTILITIES Wednesday, May 14, 2025 Public Utilities/PW Facility

POWER UP & FLUSH OUT

- PUC's Role in the City
- Electric, Water & Wastewate
- 2023 2028 Strategic Plan Customer Programs
- Golf Course Tour

Session 9

FIRE DEPARTMENT Wednesday, May 28, 2025 **Grand Rapids Fire Hall** 104 SE 11th Street

WHO YOU GONNA CALL?

- Department Operations
- Fire Prevention & Education
- Fire Hall Tour
- Demonstrations

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Doors open at 5:30 pm, sessions begin at 6:00 pm and finish by 8:30 pm. Certificate presentation will be held at the City Council meeting on Monday, June 9, 2025.



Engaging and Educating the Community (EC)

Operations: March Chamber Luncheon by Jean Lane

- March 10 Luncheon Topic is "State of the County and City"
- GRPU will be the luncheon sponsor (\$300)
 - GRPU info included in chamber newsletter
 - 3-4 minutes at start to present customer campaigns
 - Information/swag placed at tables
 - Rebates, factsheets,
 - Lunch for 2 GRPU representatives
 - Door prize (energy audit/rebates)





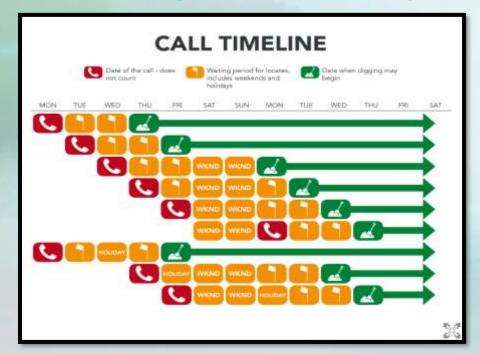


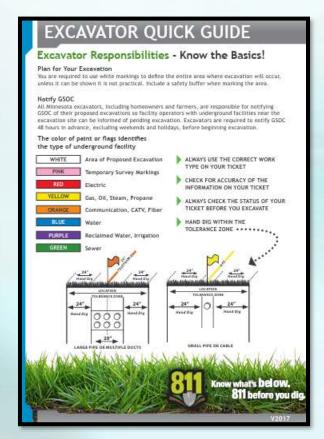
Engaging and Educating the Community (EC)

Operations: March Customer Campaign by Jean Lane

Call Before You Dig

- Before digging, Minnesota law requires you to call Gopher State One Call to allow utility providers to mark any underground lines.
- https://www.gopherstateonecall.org/









Operations: February Safety Summary by Megan Sjostrand

Safety Topic This Month:

Safety Brad trained required employees on CPR and AEDs on February 19 & 20.

Safety Committee Program Review This Month:

Safety Brad and the Safety Committee reviewed the Emergency Action Plan and OSHA Inspection

Checklist at the February 20 meeting.

Incidents Reported last Month by Department

Administration: None

Business Services: None

Electric: None

Water-Wastewater: None

Cumulative Inc	idents fo	or 2025			
Recordable Incid	lents		0		
Lost Time Days	2024	(0		
Restricted Days	2024	(0		
First Aid Only (no	ot recordable) (0		
	Total	FROI			
Recordable Inc	2021	year His	<u>tory</u> 2023	2024	2025
Recordable Inc				2024	2025
	2021	2022	2023		
ADMIN	2021	2022	2023	0	0 0
ADMIN BUS SVCS	2021 0 0	2022 0 0	2023 0 1	0	0



Operational Excellence (OE)

Operations: 2024 OSHA 300A Log by Megan Sjostrand

Submitted to **OSHA** and posted for employees on February 11th

OSHA's Form 300A (Rev. 04/2004)

Washington, DC 20210. Do not send the completed forms to this office.

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.





U.S. Department of Labor Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

comments about these estimates or any other aspects of this data collection, contact. US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW,

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for

deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	(0)	1
(G)	(H)	(1)	(J)
Number of Da	ys		
Total number of da away from work		otal number of days of transfer or restriction	
0		0	
(K)	3 3	(L)	
Injury and Illn	ess Types		
Market Committee of	L		2500
Total number of		(4) Poisonings	0
(M)	1	() roisonings	
	0	(5) Hearing loss	0

Establishment information Your establishment name Grand Rapids Public Utilities Street 500 SE 4th Street City Grand Rapids Industry description (e.g., Manufacture of motor truck trailers) Utility North American Industrial Classification (NAICS), if known (e.g., 336212) Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.) Annual average number of employees 85,377.01 Total hours worked by all employees last year Sign here Knowingly falsifying this document may result in a fine. I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete. Company executive Phone 218-326-7687 Date 2/11/2025 Reset

Operational Excellence (OE)

Operations: Wastewater Operator Night Safety Checks by Mike LeClaire

- Wastewater Operator request to WW Operations Director for Safety Checks for WW Operator night shift
- Lone Worker one person working during night shift
- CRC after-hour call center managing safety check calls
- Operator calls at the beginning and end of their shift
- Safety Check text at 9PM, 12AM & 3AM
- No text response, CRC will call the WW operator phone
- No call response, CRC will call emergency contacts
- Started Safety Checks 2/17/2025



Grand Rapids Public Utilities

Upcoming Commission Meetings

Work Session: March 12, 2025

Regular Meeting: March 19, 2025





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to adopt Resolution Number 02-26-25-1 approving the

revisions to the Procurement policy.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

The revised procurement plan enhances efficiency by introducing Master Service Agreements (MSAs) with subsequent Statements of Work (SOWs) and adjusting purchase categories and limits. MSAs will streamline vendor engagements by establishing pre-negotiated terms, reducing administrative burden, and improving cost efficiency. Subsequent SOWs will define the specific scope, deliverables, and timelines for each engagement, allowing for greater flexibility while maintaining procurement compliance.

Additionally, purchase categories have been adjusted to better reflect organizational needs. The Micro purchase threshold increases from \$1,500 to \$2,500, and a new Mini category is introduced for procurements valued \$2,500–\$15,000. The Small purchase range is now \$15,000–\$25,000 to accommodate this change. These updates provide clearer spending guidelines, reduce unnecessary approvals for mid-tier procurements, and ensure more efficient purchasing processes while maintaining appropriate oversight. This revised procurement plan was discussed at the Commission Work Session on February 12, 2025.

This revised Procurement policy will take effect on July 1, 2025, aligning with the implementation of the new software.

RECOMMENDATION:

Consider a motion to adopt Resolution Number 02-26-25-1 approving the revisions to the Procurement policy.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 02-26-25-01

ADOPT REVISED PROCUREMENT POLICY

WHEREAS, the Grand Rapids Public Utilities Commission (GRPUC) has the ability per state statute (Minn. Stat. 412.271) to delegate authority for paying certain claims made against the public utilities,

WHEREAS, GRPUC adopted Procurement Policy #G.030 per resolution no. 06-15-21-4 on June 15, 2021, and

WHEREAS, GRPUC has reviewed and discussed revisions to Procurement Policy #G.030 at the February 12, 2025, work session, and

WHEREAS, the General Manager shall have internal accounting and administrative control procedures to ensure the proper disbursement of funds to purchase operating and capital goods and services for the public utilities.

NOW, THEREFORE, BE IT RESOLVED THAT the Grand Rapids Public Utilities Commission has reviewed and adopts the revised Procurement Policy #G.030 which delegates authority to the General Manager to purchase operating and capital goods and services for the public utilities, within the parameters listed in the Procurement Policy, and this revised Procurement policy will take effect on July 1, 2025, aligning with the implementation of the new software.

THEREFORE, BE IT RESOLVE THAT the Grand Rapids Public Utilities Commission rescinds any and all previous procurement resolutions and policies.

Adopted this 26 th day of February 2025.
GRPUC President
Witness:
GRPLIC Commissioner



COMMISSION POLICY Procurement

Category:	Subcategory:	Policy Number:
Governance	Delegation to Management	G.030

1.0 - Introduction

1.1. MINNESOTA PUBLIC PURPOSE DOCTRINE

Minnesota law permits a governmental entity to expend public funds only when the primary purpose of the expenditure is public and the expenditure relates to the governmental purposes for which the entity was created. There must also be statutory authority allowing for the expenditure of such funds and there must be a benefit to the community. Proper documentation must be maintained to establish that all expenditures serve a public purpose.

1.2. AUTHORIZATION TO PURCHASE

The Grand Rapids Public Utilities Commission (GRPUC) has delegated its authority to the Grand Rapids Public Utilities (GRPU) General Manager (GM) to make usual and customary purchases of goods and services for GRPU operations and capital projects as approved in the annual GRPU operations and capital budgets. There shall be internal and administrative control procedures to ensure the proper disbursements of funds. The GRPUC also authorizes the GRPU GM to enter into contracts and sign on behalf of the GRPUC as outlined in this policy.

1.3 OBJECTIVES

This policy has the following objectives:

- 1.3.1 Ensure that all purchases comply with applicable laws, in particular the Uniform Municipal Contracting Law, Minnesota State Statute Section 471.345.
- 1.3.2 Comply with Minnesota Public Purpose Doctrine.
- 1.3.3 Make the best possible use of rate-payer dollars by purchasing goods and services
 - economically and promoting fair and open competition.
- 1.3.4 Provide clear and consistent guidelines for the GRPU employees to follow in making

purchasing decisions without eliminating needed internal controls.

- 1.3.5 Is administratively consistent with other GRPU policies and procedures.
- 1.3.6 Maximizes the use of joint purchasing/cooperative purchasing agreements and disadvantaged business whenever possible.

 1.3.7 If a vendor has an approved master service agreement, then only the statement of document needs to be ratified by the Commission if under \$25,000 and approved by the Commission if \$25,000 and greater.

Item 14.

2.0 - Policy

The GRPU GM shall establish internal procedures to ensure that the goods and services required by the GRPU are obtained in compliance with all legal requirements for public purpose expenditures while promoting fair and open competition to ensure public confidence in the procurement process, ensure fair and equitable treatment of vendors who transact business with the GRPU, and provide safeguards for the maintenance of a procurement system of quality and integrity.

The internal accounting and administrative procedures necessary to ensure proper disbursement of funds shall designate specific delegated procurement authorities for selected GRPU managers and employees, by position title, based on type of procurement, dollar value, or other appropriate criteria.

Additionally, the procedures shall provide for complete and accurate records of all procurement demonstrating compliance with applicable legal and regulatory requirements, this Commission policy, and established management procedures.

Goods or services required that were not budgeted must be approved by the GRPU GM and depending on dollar amount and the rationale behind the non-budgeted good or service, also may require approval by the GRPUC.

The GRPU GM is responsible for informing the GRPUC, as soon as practical after discovery, of any material violations of this policy, Minnesota law, or the conditions of a Commission contract approval.

2.1 PROCUREMENT

The GRPU will use the following processes for procurement of all goods and services:

2.1.1 Micro Purchases

Procurements valued under \$ 2,500 will be considered Micro Purchases and may be made in the open market. Local purchases are encouraged. Purchase orders are recommended. No GRPUC prior approval required for purchases.

2.1.2 Mini Purchases

Procurements valued between \$2,500 and \$15,000 will be considered Mini Purchases and two competitive written quotations are required unless an exception is granted by the General Manager. A purchase order is mandatory and serves as the legal purchasing document. Additionally, local purchases are encouraged

2.1.3 Small Purchases

Procurements valued between \$15,000 and \$25,000 will be considered Small Purchases and shall be purchased by a minimum of two competitive written quotes. The GM may approve exceptions to this procedure for purchases in the open market under \$25,000. GM approval is required for solicitation of quotes of unbudgeted goods or services. Local purchases are encouraged. Purchase orders are required. Once selected, services require a standard short-form contract. The GM is authorized to sign all contracts up to \$25,000 and change orders on behalf of GRPUC and present the contract(s) and change orders for ratification at the next GRPUC meeting. No GRPUC____

prior approval required for purchases. Single source vendor can use vendor contra GRPU standard short-form contract.

Item 14.

2.1.4 Mid-Range Purchases

Procurements valued above \$25,000 and below \$175,000 (the competitive- bidding threshold), either singly or in aggregate, will be considered Mid-Range Purchases and shall be purchased either by a minimum of two competitive written quotes or the competitive-bidding process. Prior GM approval is required to solicit all quotes. If not in the approved budget then GRPUC approval is required to solicit quotes. Responses to the competitive-bidding or competitive quotes must be in writing. Purchase order are required. Once selected, services and some supplies, materials equipment, rental, construction, or repairs and maintenance require a standard long-form contract. The GRPUC will approve the contract. Change order(s) will be required and approved by the GM and ratified by the GRPUC.

2.1.5 Major Purchases

Procurements valued at \$175,000 and greater shall be considered Major Purchases and shall be purchased through the competitive bidding process by publicly soliciting bids or proposals in accordance with GRPU procurement procedures and as required by Minnesota Statutes 471.345. GRPUC approval is required to solicit bids. Procurements will not be split to avoid this policy. Purchase orders are required. Once a bid is awarded, a contract is required. GRPUC will approve contracts. Change order(s) will be required and approved by the GM and ratified by the GRPUC.

2.2 GRANTS

For purchases made using grant funded dollars/programs, additional procedures outlined in the Grant Funds policy must be followed.

2.3 PAYMENT

Revised:

Payment details for all goods and services will be placed on the verified claims list and presented to the GRPUC for review and approval or ratification.

GRPU Commissioner	GRPU Commissioner
POLICY HISTORY:	
Adopted: June 15, 2021	



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to adopt Resolution Number 02-26-25-2 approving the

Prior Approved Checklist policy.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

The proposed update focuses on ensuring Minnesota legal compliance, improving cash flow planning and bill payment practices, and formalizing existing procedures. By aligning with best practices, this change enhances financial efficiency while maintaining accountability. The update also allows for the formal authorization of payments before approval through an adopted Commission resolution, ensuring timely payments and avoiding unnecessary delays. This approach reflects current practices while providing a clear framework for execution. These key points were discussed at the Commission Work Session on February 12, 2025.

RECOMMENDATION:

Consider a motion to adopt Resolution Number 02-26-25-2 approving the Prior Approved Checklist policy.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 02-26-25-02

ADOPT PRIOR APPROVED CHECKLIST POLICY

WHEREAS, the Grand Rapids Public Utilities Commission (GRPUC) may delegate its authority to pay certain claims prior to a Commission meeting per MN ss 412.271 subd 8; and

WHEREAS, GRPUC shall adopt a resolution approving a policy specifying the type of claims to be paid and the administrative official to whom this authority is granted, and

WHEREAS, GRPU has internal accounting and administrative control procedures to ensure the proper disbursement of public funds; and

WHEREAS, GRPUC requires annual audited financial statements to be prepared and certified by an independent public accountant or the state auditor, and

WHEREAS, GRPUC has reviewed and discussed the Prior Approved Checklist policy at the February 12, 2025, work session;

NOW, THEREFORE BE IT RESOLVED THAT the Grand Rapids Public Utilities Commission has reviewed and adopts the Prior Approved Checklist Policy and effective immediately.

GRPUC President		
Witness:		
GRPUC		

Adopted this 26th day of February 2025.



COMMISSION POLICY Prior Approved Checklist

Category:	Subcategory:	Policy Number:
Governance		

Section I - Introduction

The Grand Rapids Public Utilities Commission (GRPUC) may delegate its authority to pay certain claims prior to a Commission meeting per MN SS 412.271 subd 8. This authority may be given by the Commission to an administrative official. Administrative officials include a General Manager or senior fiscal officer. To delegate this authority, the Commission must do the following:

- Adopt a resolution specifying the type of claims to be paid and the administrative official to whom this authority is granted.
- Internal accounting and administrative control procedures must be established to ensure
 the proper disbursement of public funds. They must include frequent periodic Commission
 review of the administrative officials' actions. When money is disbursed under these
 procedures, a list of expenditures must be submitted for the Commission's ratification at
 the next meeting.
- Annual audited financial statements must be prepared and certified by an independent public accountant or the state auditor.

Section 2 - Policy

The GRPUC shall adopt the attached resolution to allow for paying certain claims prior to the Commission meeting approval. The list below identifies the types of claims that may be paid before Commission approval.

Examples of these claims (bills) are:

- Reoccurring monthly bills which have a short payment term and have a financial penalty when paid late. Some examples: utility bills, UPS charges for freight, purchased power.
- Reimbursements to employees.
- Monthly PCard payment to Wells Fargo bank.
- Bond principal and interest payments.
- Payments to vendors who have approved contracts.
- Payments to vendors who offer payment discount terms which are due before the commission meeting.

Reimbursement of Petty Cash.

Item 15.

- Payments to the State of Minnesota or US Treasury for regulatory payments or payments
 required by law. Examples are sales tax, local sales tax, use tax, payments to MNPCA,
 payroll taxes, workers' compensation payments, unemployment payments.
- Payments to approved medical, dental, life, and disability insurance vendors for monthly insurance premiums.
- Payments for general liability, property, vehicle and other insurance coverage.
- Payments to insurance companies for policy *claims* and deductible amount.
- Registration and/or lodging for an approved professional development activity, if a discount is offered for early registration.
- Payments to customers for approved conservation improvement program rebates.
- Payments which will negatively impact the utility operations, if the payment followed procurement policy. These payments must be approved by the general manager.

Section 3 – Authority

This policy grants authority to the top financial	manager to	pay certain	claims prior to	a Commission
meeting.				

GRPU Commissioner	GRPU Commissioner	
POLICY HISTORY:		
Adopted: Revised:		



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to approve Resolution No. 02-26-25-03 Authorizing

the Issuance and Sale of General Obligation Bonds, Series 2025A, by the City of Grand Rapids, Minnesota for Water and Sanitary Sewer Projects.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

The GRPU Finance Team, in collaboration with the City of Grand Rapids Finance Team, worked alongside financial advisors Ehlers, Inc. to issue debt on behalf of the City and Public Utilities for water and sanitary sewer improvements related to the 3rd Avenue Northeast project.

A joint bond sale is scheduled for Monday, March 10, during which the City Council will award the sale at its meeting. This resolution is necessary to authorize the issuance and sale of bonds on behalf of Public Utilities to cover water and wastewater costs associated with the project.

Additionally, a second resolution will be presented at the March 19, 2025, commission meeting to ratify the bond sale and pledge GRPU utility revenues to cover the principal and interest on the water and wastewater portion of the bonds.

RECOMMENDATION:

Approve Resolution No. 02-26-25-03 Authorizing the Issuance and Sale of General Obligation Bonds, Series 2025A, by the City of Grand Rapids, Minnesota for Water and Sanitary Sewer Projects.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 02-26-25-03

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2025A, BY THE CITY OF GRAND RAPIDS, MINNESOTA FOR WATER AND SANITARY SEWER PROJECTS

WHEREAS, the City of Grand Rapids (the "City"), through its Public Utilities Commission (the "PUC") has constructed, owns and operates water and wastewater facilities within the City (collectively, the "Facilities"); and

WHEREAS, the PUC and the City desire to finance certain improvements to the City's water and wastewater facilities in connection with the 3rd Avenue Northeast project (the "Project") through the issuance of the utility revenue portion (the "PUC Bonds") of the City's General Obligation Bonds, Series 2025A, in the approximate aggregate principal amount of \$1,665,000; and

NOW THEREFORE, BE IT RESOLVED, by the Grand Rapids Public Utility Commission, in Grand Rapids, Minnesota, as follows:

- 1. The PUC approves of the issuance by the City of the Bonds on terms and conditions consistent with the following:
 - a. The original principal amount of the Bonds shall not exceed \$1,665,000 payable from net revenues of the Facilities.
 - b. The Bonds shall be payable in accordance with the terms set by the City following the sale of the Bonds, but shall mature no later than February 1, 2041, subject to mandatory redemption as may be determined by the City.
 - c. The Bonds shall be subject to optional redemption prior to maturity on such terms and conditions as the City Council shall determine to be advantageous and marketable.
- 2. Staff is authorized and directed to cooperate with City staff and the City's legal and municipal advisors in offering the Bonds for sale.
 - 3. This resolution shall take effect immediately upon adoption.

Adopted this 26th day of February 2025.

	President	
Witness:		
Secretary		

4924-8918-8893.1

CERTIFICATION

I, Julie Kennedy, the General Manager of the Grand Rapids Public Utilities Commission, hereby certify that the attached is a true and correct copy of Resolution No. 02-26-25-03 which resolution was duly adopted by the Board of Commissioners of the Grand Rapids Public Utilities Commission at a regular meeting on February 26, 2025.

Dated: February 28, 2025.

Ву		
General Manager		



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: February 26, 2025

AGENDA ITEM: Consider a motion to approve the Emergency Action Plan policy.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

The Occupational Safety and Health Administration (OSHA) mandates that workplaces implement an Emergency Action Plan (EAP) to ensure the safety of employees during emergencies. Under OSHA Standard 29 CFR 1910.38, employers are required to establish procedures for reporting emergencies, evacuating personnel, and accounting for employees following an incident.

To ensure compliance and effectiveness, the EAP was reviewed during the Commission Work Session meeting on February 12, 2025.

For security reasons, the EAP will not be posted publicly. Restricting access to the plan ensures that critical emergency response procedures remain protected, reducing the risk of unauthorized disclosure or misuse. Employees will be provided with the necessary information and training to ensure they are well-prepared in the event of an emergency.

RECOMMENDATION:

Consider a motion to approve the Emergency Action Plan policy.



COMMISSION POLICY Emergency Action Plan

Category:	Subcategory:	Policy Number:
Safety		

1.0 – Introduction

Ensuring the safety and well-being of all employees is a top priority. In compliance with OSHA Standard 29 CFR 1910.38, this Emergency Action Plan (EAP) establishes procedures to be followed in the event of an emergency, such as a fire or other critical incidents. The EAP is designed to provide clear guidance for reporting emergencies, evacuating the workplace, and accounting for personnel.

This plan applies to all employees and is available for review in the workplace. All employees are expected to familiarize themselves with this plan and participate in the required training to ensure a safe and efficient response during emergencies.

2.0 - Policy

1. Application

This Emergency Action Plan is required by OSHA and applies to all workplace environments where an emergency action plan is mandated.

2. Written and Oral Communication

The EAP must be maintained in writing and accessible to all employees for review.

3. Minimum Plan Requirements

The EAP must include the following procedures:

- Reporting Emergencies Clear instructions on how to report a fire, medical emergency, or other hazards.
- Emergency Evacuation Defined exit routes, evacuation types, and designated assembly points.
- Employee Accountability Procedures for ensuring all employees are accounted for after.

evacuation. Item 17.

 Rescue and Medical Duties – Instructions for employees responsible for rescue or medical response.

 Key Contacts – The names or job titles of employees who can provide further information or clarification regarding the EAP.

4. Employee Alarm System

A distinct alarm system must be in place to notify employees of emergencies, in compliance with OSHA standard 1910.165.

Alarm signals must be unique to each type of emergency.

5. Employee Training

Employees will be trained on evacuation procedures and emergency response.

Designated employees will receive additional training to assist in an orderly evacuation.

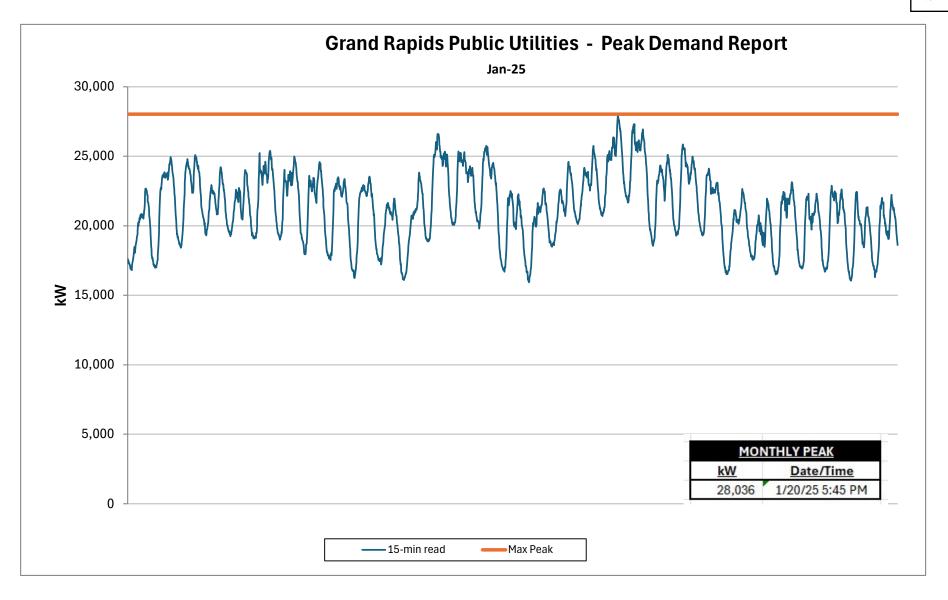
6. Plan Review and Updates

The EAP will be reviewed with employees:

- Upon initial implementation or when an employee is first assigned to a job.
- When an employee's responsibilities under the plan change.
- Whenever the plan is modified.

By implementing and maintaining this Emergency Action Plan, the organization ensures a structured and effective response to workplace emergencies, reducing risks and protecting employees' safety.

GRPU Commissioner	GRPU Commissioner
POLICY HISTORY:	
Adopted:	
Revised:	





Electric Reliability Report

12/ Item 18.

Date Range

01/01/2025 - 01/25/2025

SAIDI:	0.19	Avg Minutes / Customers Served	CAIDI:	197.17	Avg Minutes / Customer Out	Total Customers Out:	6
SAIFI:	0.00	Cust Outages / Customers Served	CAIFI:	0.500	Avg Outages / Customer Out	Total Reported Hours:	0
Active:	6121	Active Electric Customers	Outages:	3	Total Number of Outages	Total Customer Hours Out:	0
ASAI:	99.99996	Average Percent System Available					

Outage Time	Restored Time	Outage Type	Duration (Hours)	Customers Out	Customer Hours
1/1/2025 6:53:16 AM	1/1/2025 9:22:44 AM	Equipment -r-	7.45	3	22.35
1/6/2025 5:08:57 PM	1/6/2025 5:42:06 PM	Equipment -r-	0.57	1	0.57
1/25/2025 4:11:42 AM	1/25/2025 10:02:17 AM	Wildlife -r-	11.70	2	23.40



Electric Reliability Report

2/ [___

Item 18.

Date Range

01/01/2025 - 01/25/2025

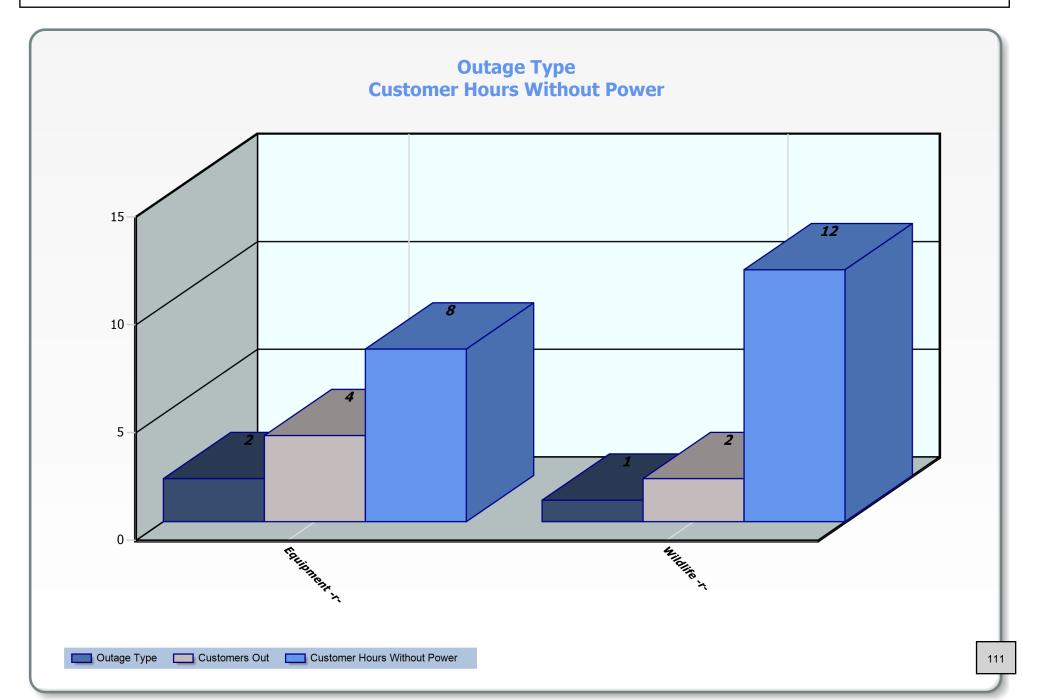
	Outages To	ges Total by Outage Type Top 10 Outages by Duration Top 10 Outages by Customer Hours				Top 10 Outages by Duration		omer Hours
Outage Type	Outages	Duration	Customers	Customer Hours	Outage ID	Hours	Outage ID	Hours
Equipment -r-	2	8.02	4	8.02	NW 4th St, 1308	19.72	SW 5th Ave, 421	22.35
Wildlife -r-	1	11.70	2	11.70				



Electric Reliability Report

02/ Item 18.

Date Range 01/01/2025 - 01/25/2025



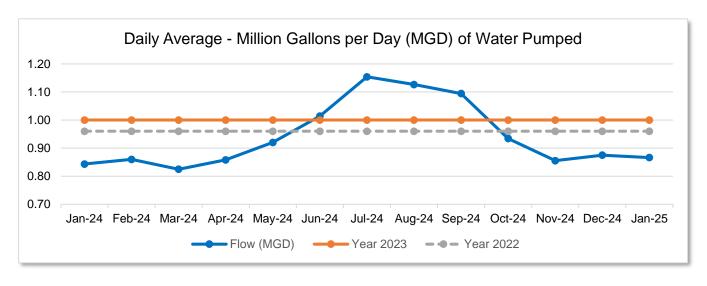


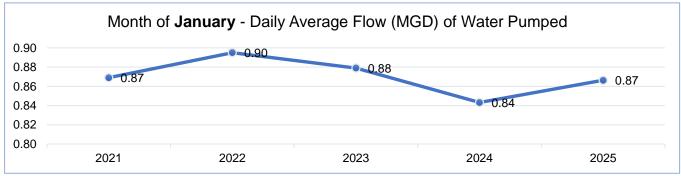
500 SE Fourth Street • Grand Rapids, Minnesota 55744

WATER MONTHLY ANALYSIS REPORT January 2025

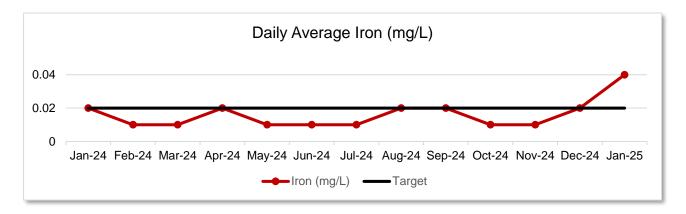
Water Operations

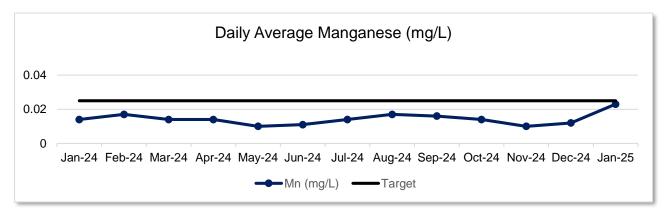
The water plant pumped an average of 0.87 million gallons of water per day (MGD) with a peak of 1.02 million gallons during last month which is normal for this time of the year.

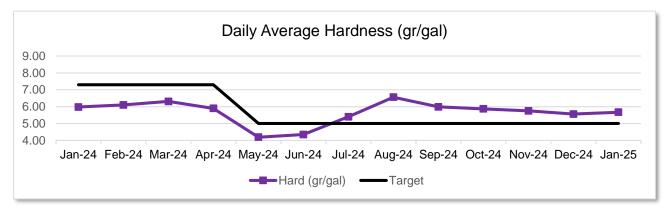




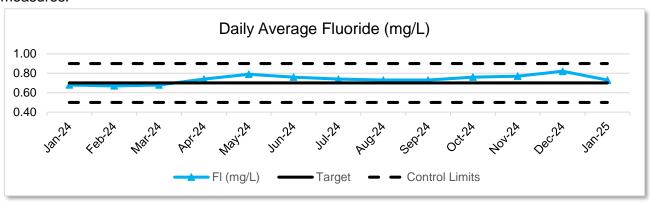
Most water quality analysis was normal for the month as seen in the graphs below. Iron and Manganese was higher than normal due to filter valve repairs on filter number 1.







Due to the disinfection, water softening was increased to enhance corrosion protection measures.





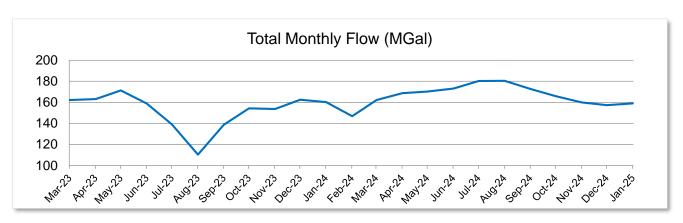
Service is Our Nature

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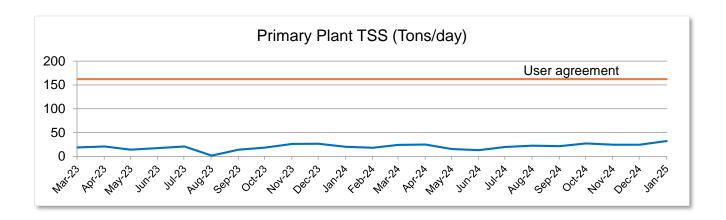
WASTEWATER MONTHLY ANALYSIS REPORT January 2025

Wastewater Operations

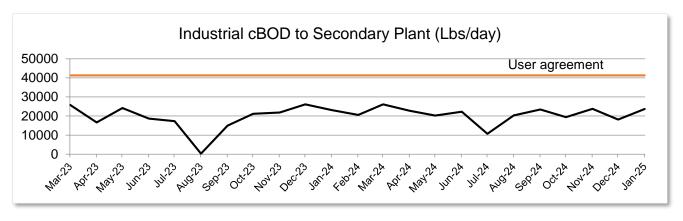
The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 159 million gallons of water removing 99.9% of the Total Suspended Solids (TSS) and 99.3% Biochemical Oxygen Demand (cBOD).

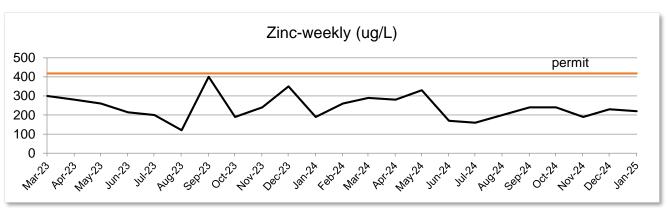


	Design Limits (monthly AVG)	Actual Results
Primary Plant		
Flow (MGD)	13.25	4.0
TSS (Tons/day)	162	32.4
TSS Peak (Tons/Day)	284	77.5

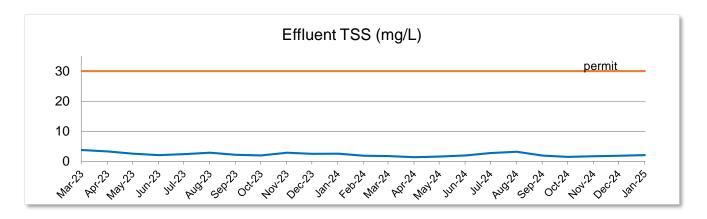


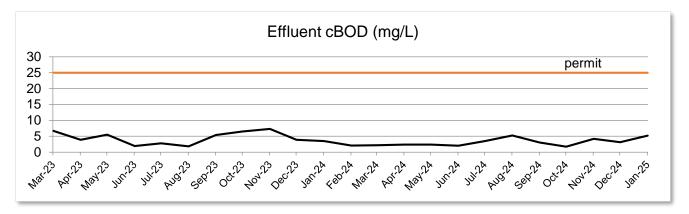
	Design Limits (monthly AVG)	Actual Results
Secondary Plant		
Flow (MGD)	15.25	5.1
cBOD (lbs/Day)	41,300	26,179
Peak cBOD (lbs/Day)	57,350	41,110
Zinc-weekly (ug/L)	418	220
% GRPUC		25.7%





	Permit Limits (monthly AVG)	Actual Results
<u>Effluent</u>		
TSS (mg/L) – monthly average	30	2.1
cBOD (mg/L) - monthly average	25	5.2
Dissolved Oxygen (mg/L)	>1.0	10.0





Sludge Landfill Operations

- 0.08 million gallons of leachate were hauled last month which is normal.
- 3492 cubic yards of sludge solids were hauled to the landfill

