



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION

## MEETING AGENDA

Wednesday, February 08, 2023

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 8, 2023 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 11, 2023 Regular Commission Minutes and the January 25, 2023 Regular Work Session Minutes.

**VERIFIED CLAIMS:**

2. Consider a motion to approve \$2,243,538.47 of verified claims for December 2022 and January 2023.

**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 declare a Wastewater Treatment Plant (WWTP) Operator vacancy exists and authorize the internal posting and external advertising, if needed, for the position.
4. Consider a motion to ratify the procurement contract with Procise Solutions, Inc. for IT professional services in an amount not to exceed \$10,000.00.
5. Consider a motion to ratify the procurement contract with Midwest Communications for radio ad spots in the amount of \$5,200.
6. Consider a motion to ratify the procurement contract with Cogsdale for GP Dynamics year end closing assistance services in the amount of \$6,510.00
7. Consider a motion to ratify the procurement contract with Blake Electric for professional services not to exceed \$19,000 to provide Master Electrician support for electrical work performed by GRPU staff.
8. Consider a motion to approve the procurement contract with Altec Industries for the purchase of a Model AT41ME Bucket for \$238,071.00 and authorize the General Manager to sign the contract.

- [9.](#) Consider a motion to ratify the procurement contract with Tech Sales Co for flow meters for the water treatment plant for \$22,029.95.
- [10.](#) Consider a motion to approve the procurement contract with Hach Company for three turbidity meters for the water treatment plant for \$26,238 and authorize the General Manager to sign the contract.
- [11.](#) Consider a motion to ratify the procurement contract with NOS Automation for Alarm Agents for WWT, WW Collection and WTP for \$14,085.20.
- [12.](#) Consider a motion to approve the procurement contract with MacQueen Equipment for a jetting camera and crawler for \$55,000 and authorize the General Manager to sign the contract.
- [13.](#) Consider a motion to approve the procurement contract with Vessco Inc. for two bleach tanks for the secondary plant for \$29,730 and authorize the General Manager to sign the contract.

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.

SAFETY REPORT:

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

ADMINISTRATION:

- [15.](#) Consider a motion to confirm filling the Electric Department Manager position with the preferred candidate, Mr. Chad Troumbly.
- [16.](#) Consider a motion to adopt Resolution No, 02-08-23-01 Supporting And Authorizing Submission Of An Application To Minnesota Management And Budget Requesting \$2.5M in Funds From The 2023 State Appropriation Funded From State General Bonds For Design And Construction Of The Grand Rapids Public Utilities Water Treatment Plant Renovation Project In Grand Rapids, Minnesota.
- [17.](#) Review Administration Monthly Report

BUSINESS SERVICES DEPARTMENT:

- [18.](#) Review Business Services Monthly Report

ELECTRIC DEPARTMENT:

- [19.](#) Review Electric Utility Monthly Report

WATER AND WASTEWATER DEPARTMENT:

- [20.](#) Review Water Utility Monthly Report
- [21.](#) Review Wastewater Utility Monthly Report
- [22.](#) W & WW Department Head Presentation

ADJOURNMENT:

The next Special meeting/Work Session is scheduled for Wednesday, February 22, 2023 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 8, 2023 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING MINUTES

Wednesday, January 11, 2023

4:00 PM

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, January 11, 2023 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:**

**PRESENT:**

President Tom Stanley  
Commissioner Rick Smith  
Commissioner Dale Adams

**ABSENT WITH NOTICE:**

Secretary Luke Francisco  
Commissioner Nancy Saxhaug

**PUBLIC FORUM:**

Pete Garsow discussed an issue with a hanging tree, heavy with snow, above a powerline near his house. The Commission thanked him for his input and assured that the problem would be addressed.

**APPROVAL OF MINUTES:**

1. Consider a motion to approve the minutes of the December 14, 2022 Regular Commission Meeting.

**Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve the minutes of the December 14, 2022 Regular Commission Meeting.**

**The motion carried by the following vote:**

**Voting Yea: President Stanley, Commissioner Smith, Commissioner Adams**

**VERIFIED CLAIMS:**

2. Consider a motion to approve \$1,726,141.93 of verified claims for December 2022.

**Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve \$1,726,141.93 of verified claims for December 2022.**

**The motion carried by the following vote:**

**Voting Yea: President Stanley, Commissioner Smith, Commissioner Adams**

**COMMISSION REPORTS:**

Commissioner Adams thanked the Commission for allowing him to serve and hopes to do as well as Commissioner Blake did during his service.

**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 Commissioner Adams, Seconded by Commissioner Smith to approve the consent agenda as read.**

**The motion carried by the following vote:**

**Voting Yea: President Stanley, Commissioner Adams, Commissioner Smith**

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

**Approved by consent agenda vote.**

4. Consider a motion to ratify the procurement contract with Electric Pump for the rebuilding of the sump pump for the screen house for \$3,643.90.

**Approved by consent agenda vote.**

5. Consider a motion to ratify the procurement contract with Jamar Company for insulating the oxygen line at the super oxygen site for \$4,030.

**Approved by consent agenda vote.**

6. Consider a motion to ratify the procurement contract with PSI Engineering for rebuilding a booster pump for water distribution for \$4,254.

**Approved by consent agenda vote.**

7. Consider a motion to ratify the procurement contract with GPM for parts to rebuild the backwash pump at the water plant for \$2,001.56.

**Approved by consent agenda vote.**

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

**Motion made by Commissioner Smith, Seconded by Commissioner Adams to set the Regular Agenda as presented.**

**The motion carried by the following vote:**

**Voting Yea: President Stanley, Commissioner Smith, Commissioner Adams**

ADMINISTRATION:

- 8. Review Administration Department Monthly Report

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

BUSINESS SERVICES DEPARTMENT:

- 9. Consider a motion to approve the 2023 workers' compensation premium coverage quotation regular premium option from the LMCIT in the amount of \$101,018, authorize the general manager to sign premium documents, and approve the payment of the 2023 insurance premium of \$101,018 to the LMCIT.

**Motion made by Commissioner Smith, Seconded by Commissioner Adams approve the 2023 workers' compensation premium coverage quotation regular premium option from the LMCIT in the amount of \$101,018, authorize the General Manager to sign premium documents, and approve the payment of the 2023 insurance premium of \$101,018 to the LMCIT.**

**The motion carried by the following vote:**

**Voting Yea: President Stanley, Commissioner Smith, Commissioner Adams**

- 10. Review Business Services Monthly Department Report

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

ELECTRIC DEPARTMENT:

- 11. Review Electric Department Monthly Report

General Manager Julie Kennedy reviewed the January Electric Department Report with the Commission.

WATER AND WASTEWATER DEPARTMENT:

12. Review Water-Wastewater Department Monthly Report

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

SAFETY REPORT:

13. Review Safety Monthly Report

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

ADJOURNMENT:

By call of the chair the meeting was declared adjourned at 4:28 PM.

Respectfully submitted: Carrie Jo Kruger, Administrative/HR Assistant.



The next Regular Work Session is scheduled for Wednesday, January 25, 2023 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, February 8, 2023 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  
SPECIAL  
MEETING MINUTES**

**Wednesday, January 25, 2023**

**8:00 AM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Work Session Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, January 25, 2023 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PRESENT**

President Tom Stanley  
Secretary Luke Francisco  
Commissioner Nancy Saxhaug  
Commissioner Rick Smith  
Commissioner Dale Adams

Also present: Business Services Manager Jean Lane, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Carrie Jo Kruger

**BUSINESS:**

1. Consider a motion to approve \$317,306.00 of verified claims for December 2022 and January 2023.

**Motion made by Commissioner Smith, Seconded by Secretary Francisco to approve \$317,306.00 of verified claims for December 2022 and January 2023.**

**The motion carried by the following vote:**

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

2. Commission Meeting Report Discussion

Brainstorming ideas and discussion for Commission meeting reports and how they are presented.

**ADJOURNMENT:**

By call of the chair, the regular meeting was declared adjourned at 9:23 AM.



The next Regular Meeting of the Commission is scheduled for Wednesday, February 08, 2023 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 22, 2023 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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Respectfully submitted:



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Carrie Jo Kruger, Administrative/HR Assistant



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** February 8, 2023

**AGENDA ITEM:** Consider a motion to approve \$2,243,538.47 of verified claims for December 2022 and January 2023.

**PREPARED BY:** Jean Lane, Business Services Manager

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### **BACKGROUND:**

See attached check registers:

Computer check register \$194,987.09

Manual check register \$2,048,551.38

Total \$2,243,538.47

The above total includes the payoff of the 2013C bonds which were refinanced in 2021.

### **RECOMMENDATION:**

Consider a motion to approve \$2,243,538.47 of verified claims for December 2022 and January 2023.

Grand Rapids Public Utilities  
 Accounts Payable  
 January 2023  
 (Meeting Date: 2/8/2023)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
Amaril Uniform	1,029.00	McMaster-Carr	3,948.02
Aramark	93.43	Mielke Electric	5,560.60
Burgraffs	67.28	Minnesota Municipal Utilities	30,711.00
City of Grand Rapids	7,530.41	Minuteman Press	45.00
Coles	201.23	North Central Laboratories	139.63
Cooperative Response Center	1,966.64	Northwest Gas	150.52
Core & Main	14,826.11	Pioneer Critical Power	2,323.49
Dig-Smart	5,000.00	Pro-Max Machine	45.00
Door Service	183.00	Rapid Crane & Rigging	1,400.00
EPG Companies	8,890.13	RMB Environmental Lab	516.19
Fastenal	1,475.96	Sandstroms	255.42
Gopher State One Call	72.95	Treasure Bay Printing	23.00
Grainger	1,724.76	Total Tool	18.81
Graybar	7,549.20	USA Bluebook	1,522.11
Hach	668.95	Vessco	88,875.00
Innovative	258.00	Viking Electric	269.38
Jamar Company	4,030.00	Volco Co	684.50
Johnson, Killen & Seiler	961.40	Wesco	451.18
Kaman	1,311.61		
L&M	138.18	Energy Efficiency Rebate: Watson, Curtis	70.00
			194,987.09

## January 2023 Check Register

Document Date	Check #	Vendor Name	Document Amount	
1/3/2023		4779 Northeast Service Cooperative	4,067.00	1/31/2023
1/3/2023		4780 Northeast Service Cooperative	58,557.06	1/31/2023
1/5/2023		4781 Invoice Cloud	2,936.90	1/31/2023
1/6/2023		4782 WEX Health	158,156.00	1/31/2023
1/17/2023		4783 Public Employees Retirement Association	15,149.40	1/17/2023
1/17/2023		4784 MN Department of Revenue	4,150.29	1/17/2023
1/17/2023		4785 Wells Fargo Bank	25,278.62	1/17/2023
1/17/2023		4786 Empower Retirement	7,920.38	1/17/2023
1/18/2023		4787 WEX Health	985.65	1/31/2023
1/8/2023		4788 Wells Fargo Pcard	9,051.14	
1/19/2023		4789 MN Department of Revenue	70,653.00	1/31/2023
1/19/2023		4790 MN Department of Revenue	220.00	1/31/2023
1/27/2023		4791 Public Employees Retirement Association	15,333.00	1/27/2023
1/27/2023		4792 MN Department of Revenue	4,296.56	1/27/2023
1/27/2023		4793 Wells Fargo Bank	25,824.86	1/27/2023
1/27/2023		4794 Empower Retirement	7,973.00	1/27/2023
1/23/2023		4795 WEX Health	127.95	1/31/2023
1/30/2023		4796 WEX Health	985.65	1/31/2023
1/4/2023		80920 Bocinsky James	149.60	1/4/2023
1/4/2023		80921 Devries-Flinck, Tony W Jr	174.95	1/4/2023
1/4/2023		80922 Dimich Corey	304.98	1/4/2023
1/4/2023		80923 Drotts Eric	189.99	1/4/2023
1/4/2023		80924 Gustafson Doug	229.77	1/4/2023
1/4/2023		80925 Hanna Riley	214.99	1/4/2023
1/4/2023		80926 Mattson Steve	50.00	1/4/2023
1/4/2023		80927 Riley Joseph	159.99	1/4/2023
1/4/2023		80928 Ruder Rodney	145.01	1/4/2023
1/4/2023		80929 Schmitt Jim	350.00	1/4/2023
1/4/2023		80930 Verizon Wireless	1,015.62	1/4/2023
1/6/2023		80931 UPS	9.26	1/6/2023
1/6/2023		80932 Thomsen Shannon	190.01	1/6/2023
1/12/2023		80992 League of MN Cities	101,018.00	1/12/2023 **
1/12/2023		80993 MN Energy Resources Corporation	18.00	1/12/2023
1/12/2023		80994 Frost Jeff	79.99	1/12/2023
1/12/2023		80995 Radtke James	5,063.28	1/12/2023
1/12/2023		80996 Customer Refunds Utility Accounts	103.54	1/31/2023
1/12/2023		80997 Customer Refunds Utility Accounts	125.04	1/31/2023
1/12/2023		80998 Customer Refunds Utility Accounts	39.08	1/31/2023
1/12/2023		80999 Customer Refunds Utility Accounts	38.31	1/31/2023
1/12/2023		81000 Customer Refunds Utility Accounts	752.25	1/31/2023
1/12/2023		81001 Customer Refunds Utility Accounts	87.15	1/31/2023
1/12/2023		81002 Customer Refunds Utility Accounts	341.09	1/31/2023
1/13/2023		81003 MN Department of Health	7,929.19	1/31/2023
1/17/2023		81004 MN Child Support Payment Center	391.32	1/17/2023
1/17/2023		81005 NCPERS Group Life Insurance	80.00	1/17/2023

Item 2.

1/19/2023	81006	City of LaPrairie	13,166.85	1/31/2023
1/24/2023	81007	Postage By Phone System	5,000.00	1/24/2023
1/24/2023	81008	US Bank Equipment Finance	315.73	1/24/2023
1/24/2023	81009	Customer Refunds Utility Accounts	48.39	1/31/2023
1/24/2023	81010	Customer Refunds Utility Accounts	71.75	1/31/2023
1/24/2023	81011	Customer Refunds Utility Accounts	43.66	1/31/2023
1/27/2023	81066	MN Child Support Payment Center	391.32	1/27/2023
1/27/2023	81067	MN Council 65	1,806.00	1/27/2023
1/31/2023	81068	City of Grand Rapids	214.50	1/31/2023
1/31/2023	81069	City of Grand Rapids	71,628.38	1/31/2023
1/31/2023	81070	City of Grand Rapids	72,333.37	1/31/2023
1/31/2023	81071	Government Finance Officers Association	8,750.00	1/31/2023
1/27/2023	EFT0000000000006	US Bank NA	150,573.75	1/27/2023
1/27/2023	EFT0000000000007	Computershare	12,946.31	1/27/2023
1/27/2023	EFT0000000000008	US Bank NA	1,281,362.50	1/27/2023

Item 2.

Checks Previously Approved **	101,018.00
Manual Checks/EFT to be approved	2,048,551.38
<b>Total Manual Checks</b>	<b>2,149,569.38</b>



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** February 6, 2023

**AGENDA ITEM:** Consider a motion to declare a Wastewater Treatment Plant (WWTP) Operator vacancy exists and authorize the internal posting and external advertising, if needed, for the position.

**PREPARED BY:** Julie Kennedy, General Manager

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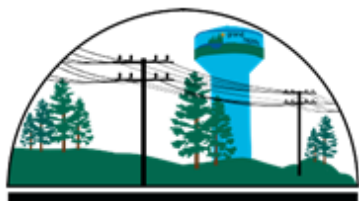
### **BACKGROUND:**

On February 6, 2023, Kyle Potter, Wastewater Operator, submitted his resignation notification effective February 20, 2023. Kyle has served GRPU as an outstanding member of the GRPU Wastewater staff for the past 8 years. Kyle has accepted a wastewater position in his home town and will be relocating from Grand Rapids. We wish him well in his new endeavor.

Though we are currently working toward changing the hours of operation at the WWTP, that transition will not take place for 6 to 9 months and we will not be in a situation by February 20 to not replace Kyle. I am recommending the Commission declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.

### **RECOMMENDATION:**

Consider a motion to declare a Wastewater Treatment Plant (WWTP) Operator vacancy exists and authorize the internal posting and external advertising, if needed, for the position.



**GRAND RAPIDS  
PUBLIC UTILITIES**

*Service is Our Nature*

500 SE Fourth Street • Grand Rapids, Minnesota 55744

**POSITION TITLE:** Wastewater Treatment Plant (WWTP) Operator  
**DEPARTMENT:** Water/Wastewater  
**FLSA STATUS:** Non-Exempt  
**DATE:** September 2020  
**ACCOUNTABLE TO:** Water/Wastewater Manager

**Primary Objective of Position**

This position is responsible for performing technical, skilled and administrative functions under general supervision in order to maintain the safe, reliable, and efficient operation and maintenance of the Utility's wastewater treatment systems.

**Major Areas of Accountability or Job Duties:**

Monitor and operate the wastewater processing equipment, adjusting as needed, to produce a high-quality effluent that meets regulatory requirements.

Collect samples and perform wastewater quality analysis and process control tests in accordance with established procedures.

Assist in interpreting lab data and recognize abnormalities in results as they relate to the operation of the facility and discuss them with the supervisor as needed.

Document and maintain operating and maintenance records with accuracy, clarity and completeness.

Assist in the unloading of chemicals and record inventory of chemical storage tanks and consumption rates.

Routinely perform inspections of wastewater treatment equipment and facilities and report mechanical or operational problems in accordance with established procedures.

Perform and/or assist maintenance personnel in routine and preventative maintenance of processing equipment, buildings and grounds as directed.

Provide custodial work and clean areas of the wastewater treatment facilities as required.

Make recommendations for the improvement of operation and maintenance functions of the facility as they become apparent.

Follow applicable federal, state, and local regulatory requirements, including but not limited to those of OSHA, MN OSHA, NESC, EPA, MPCA, and MDH.

Assist in updating procedure documentation used to complete work and train employees as required.

Understand and comply with all workplace safety practices.

Provide exceptional customer service to fellow employees, customers, and contractors and make decisions that are always in the best interest of the Utility.

Additional duties as deemed necessary by supervision, which are of an equal or lesser nature, based on job qualifications.

**Minimum Qualifications:**

AAS Degree in Water Resources Management, Pollution Control Technology, or a BS Degree in Biology, Environmental Studies, or a closely related field; or an equivalent combination of education and experience to successfully perform the essential duties of the job.

Valid Minnesota Commercial Class B driver's license, with air brake and tanker endorsements, or have the ability to obtain one prior to employment.

Ability to work toward and obtain a MN Type III Solid Waste Facility Operator Certification within one year of the date of employment and the ability to work toward and obtain a MN Class C Wastewater Operator Certification within three years of the date of employment. Failure to fulfill these qualifications may require the applicant to forfeit the right to continue employment in this position.

Ability to drive and maneuver a tandem axle dump truck with gross vehicle weight in excess of 40,000 lbs. and a tanker truck with gross vehicle weight in excess of 55,000 lbs.

Clear understanding of the fundamentals of wastewater collection and treatment system operations, including working with numbers and basic mathematical skills.

Ability to be self-motivated and work well without assistance in accordance with established procedures.

Ability to communicate effectively verbally and in writing, including team meetings, emails, and reports.

Ability to demonstrate familiarity with computer software applications and terminology as related to wastewater treatment plant operations and maintenance systems. Applicant will be required to complete a skills assessment.

Critical thinking skills and capability of troubleshooting and correcting mechanical malfunctions.

Strong interpersonal skills including tact, diplomacy, and flexibility in order to establish and maintain cooperative working relationships with outside vendors, other public entities, and other employees.

Strong sense of honesty, integrity, and credibility.

Availability to work the Utility's WWTP hours including rotating day and night shifts, relief shifts, weekends, holidays and rotation of job assignments within the group as needed.



**Preferred Qualifications:**

Experience in operating and maintaining wastewater treatment plant process equipment.

Knowledge of SCADA and computer systems used in operation of water and wastewater facilities.

Understanding of the federal, state, and local regulations as they relate to the position.

Minnesota Department of Health Water License or equivalent knowledge of the principles and practices of water production, treatment, storage and distribution.

**Tools and Equipment Used:**

Industrial vehicles, hand and power tools, pumps, generators, pneumatic tools, presses, mops, shovels, laboratory equipment, handheld instrumentation, computers and related software, two-way radios, phone, calculators and copy machines.

**Physical Demands / Work Environment:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations will be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to handle objects, tools, or controls and reach with hands and arms. The employee is frequently required to walk, sit, talk, stand, and hear. The employee is occasionally required to climb, balance, stoop, kneel, crouch, crawl, and smell.

The employee must frequently move up to 10 pounds and occasionally move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions and vibration. The employee on occasions must maneuver dump truck on wet and/or slippery road conditions. The employee occasionally is exposed to fumes or airborne particles.

The noise level in the work environment varies by location but is can be moderately loud.

*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar or related to, or a logical extension of the position.*

*This job description does not constitute an employment contract between the employer and employee. This job description is subject to change by the employer as the needs of the employer and requirements of the job change.*

Commission Approved Date: September 4, 2020



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

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**AGENDA DATE:** February 8, 2022

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Procise Solutions, Inc. for IT professional services in an amount not to exceed \$10,000.00.

**PREPARED BY:** Julie Kennedy, General Manager

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### **BACKGROUND:**

The IT professional services being obtained are part of the approved 2023 Administration /Business Services operations budget. The GRPUC Procurement Policy was followed with this single source vendor purchase. Procise Solutions, Inc. is working with Administration staff on support for Teams and SharePoint sites.

The contract and certificate of insurance are on file.

### **RECOMMENDATION:**

Consider a motion to ratify the procurement contract with Procise Solutions, Inc. for IT professional services in an amount not to exceed \$10,000.00.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** February 8, 2023

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Midwest Communications for radio ad spots in the amount of \$5,200.

**PREPARED BY:** Julie Kennedy, General Manager

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### **BACKGROUND:**

This purchase is part of our general public utilities 2023 external communications plan. GRPUC Procurement Policy was followed. GRPU commercials will be aired on two Midwest radio stations throughout 2022. 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 \$5,200.



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

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**AGENDA DATE:** February 8, 2023

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Cogsdale for GP Dynamics year end closing assistance services in the amount of \$6,510.00

**PREPARED BY:** Jean M. Lane, Business Services Manager

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### **BACKGROUND:**

This purchase is part of the approved Business Services Department 2023 operations budget with Procurement Policy G.030 being followed.

Certificate of insurance and copy of signed contract on file.

### **RECOMMENDATION:**

Consider a motion to ratify the procurement contract with Cogsdale for GP Dynamics year end closing assistance services in the amount of \$6,510.00 in 2023.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** February 8, 2023

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Blake Electric for professional services not to exceed \$19,000 to provide Master Electrician support for electrical work performed by GRPU staff.

**PREPARED BY:** Julie Kennedy, General Manager

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### **BACKGROUND:**

Former Electric Department Manager, Jeremy Goodell, held the Master Electrician license that allowed GRPU staff to perform electrical maintenance work at our facilities. Our current Journey Electrician is working on obtaining his Master Electrician license. Until such time that we have an in-house Master Electrician, this professional services procurement contract will provide GRPU with the ability to continue to perform the needed electrical work.

The GRPUC Procurement Policy was followed. The contract and certificate of insurance is on file.

### **RECOMMENDATION:**

Consider a motion to ratify the procurement contract with Blake Electric for professional services not to exceed \$19,000 to provide Master Electrician support for electrical work performed by GRPU staff.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** February 1, 2023

**AGENDA ITEM:** Consider a motion to approve the procurement contract with Altec Industries for the purchase of a Model AT41ME Bucket for \$238,071.00 and authorize the General Manager to sign the contract.

**PREPARED BY:** Julie Kennedy, General Manager

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### **BACKGROUND:**

This procurement is for an approved 2022 Electric Department capital purchase with a budget of \$205,000. The 2022 Minnesota State Procurement process was used. The procurement contract is attached.

### **RECOMMENDATION:**

Consider a motion to approve the procurement contract with Altec Industries for the purchase of a Model AT41ME Bucket for \$238,071.00 and authorize the General Manager to sign the contract.

## 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 Altec Industries, a Utility Supply Company, located at 1255 Port Terminal Road, Duluth, MN 55802 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

### Recitals

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A. GRPUC has solicited and received quotations from contractors for [brief narrative describing purpose of solicitation] Model AT41ME Articulating Telescopic Aerial Device, Fiberglass Body, and Chassis (“**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

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#### 1. Term of Contract

1.1 Effective date. The effective date of this Contract is September 30, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is April 30, 2024, 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 41 foot articulating bucket truck with fiberglass body and chassis as specified in the 2022 Minnesota State Procurement Contract as described in the following:

Altec Model AT41ME Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm, proportional joystick upper controls, and includes Altec low power fiber optic system. Built in accordance to ALTEC's standard specifications with features described in Exhibit C Items 1 through 19

Bucket Truck Unit and Accessories as described in Exhibit C Items 20 through 28

Fiberglass Utility Body as described in Exhibit C Items 29 through 72

Chassis Body and Chassis Accessories as described in Exhibit C Items 73 through 86

Electrical Accessories as described in Exhibit C Items 87 through 97

Finishing Details as described in Exhibit C Items 98 through 110

Chassis as described in Exhibit C Items 111 through 151

(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 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**"). 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 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.

### 4. Time

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

### 5. Consideration and Payment

- 5.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:
- 5.1.1 Compensation. The Contractor will be paid Two Hundred Thirty-Eight Thousand, Seventy One Dollars and no cents (\$238,071.00) in accordance with **Exhibit D**.
- 5.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Two Hundred Thirty-Eight Thousand, Seventy One Dollars and no cents (\$238,071.00).
- 5.2 Payment.
- 5.2.1 Invoices. GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC, in accordance with Section 1 of **Exhibit A**. Invoices must be submitted timely and according to the schedule set forth on **Exhibit D**.
- 5.2.2 Retainage. No more than ninety percent (90%) of the amount due under this Contract may be paid until Contractor has performed all of its obligations under this Contract to GRPUC's satisfaction.

**6. Authorized Representative**

GRPUC’s Authorized Representative is Jeremy Goodell at the following business address: 500 SE 4<sup>th</sup> 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.

6.1 Contractor’s Authorized Representative is Ryan Sharnott at the following business address: 1255 Port Terminal Road, Duluth, MN 55816-0288, and the following telephone number: (218) 391-1422, or his/her successor. If the Contractor’s Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

**7. Exhibits**

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

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

**[The Signature Page Follows]**

**Altec Industries**

**Grand Rapids Public Utilities Commission**

By: Ryan Scharnott

By: \_\_\_\_\_

Print Name: Ryan Scharnott

Print Name: Julie A. Kennedy

Title: Account Manager

Title: General Manager

Date: 10/14/2022

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. Terms requesting payment in less than thirty (30) days will be changed to read "Net 30 days." Notwithstanding the foregoing, GRPUC may pay the Contractor in advance in its sole discretion.

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

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

### 2. Termination.

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

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

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

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

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

### 3. Force Majeure.

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

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

#### 4. Confidentiality.

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

#### 5. Indemnification.

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

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

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

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

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

## **6. Subcontracting and Subcontractor Payment.**

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

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

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

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

## **7. Government Data Practices.**

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

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

## 8. Intellectual Property Rights.

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

8.1.1 "**Documents**" are the originals of any databases, 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.

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

8.1.3 "**Works**" means all 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.

8.2 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.

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

8.4 Obligations.

8.4.1 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.

- 8.4.2 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.
- 8.4.3 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.]

## 9. Copyright.

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

## 10. GRPUC Audits.

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

## 11. Publicity and Endorsement.

11.1 Publicity. Any publicity regarding the subject matter of this Contract must identify GRPUC as the sponsoring agency and must not be released without prior written approval from GRPUC's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other



websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the Goods or Services provided resulting from this Contract.

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

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

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

## **13. Equal Employment, Nondiscrimination, and Affirmative Action.**

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

## **14. General / Miscellaneous.**

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

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

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

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

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

GRPUC  
Address: 500 SE 4<sup>th</sup> Street  
Grand Rapids, MN 55744  
Attn: General Manager  
Email: jakennedy@grpuc.org

Contractor  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

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

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

consent of GRPUC. Such consent shall not relieve Contractor of its obligations or liabilities under the Contract.

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

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

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

**[Remainder of Page Intentionally Left Blank]**

## **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
- 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:

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

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

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

- 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:

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

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

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

**Exhibit C: Specifications, Duties, and Scope of Work**

September 7, 2022  
Our 93rd Year

**No terms or conditions of the Contractor's proposal will be construed to modify, diminish, or derogate the terms and conditions of this Contract**

**Ship To:**

GRAND RAPIDS PUBLIC UTILITIES  
500 SOUTHEAST 4TH ST  
GRAND RAPIDS, MN 55744  
US

**Bill To:**

GRAND RAPIDS PUBLIC UTILITIES  
500 SOUTHEAST 4TH ST  
GRAND RAPIDS, MN 55744  
United States

Attn:  
Phone:  
Email:

**Altec Quotation Number:** 1030264 - 6  
**Account Manager:** Ryan Michael Scharnott  
**Technical Sales Rep:** Joey Engseth

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	<p>Altec Model AT41ME Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm, proportional joystick upper controls, and includes Altec low power fiber optic system. Built in accordance to ALTEC's standard specifications and to include the following features:</p> <ul style="list-style-type: none"> <li>A. Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m)</li> <li>B. Working Height: 45.8 feet (13.96 m)</li> <li>C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 30.1 feet (at 17.3 feet platform height)</li> <li>D. Upper boom extension: 110 inches</li> <li>E. Continuous rotation</li> <li>F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.</li> <li>G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.</li> <li>H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom when retracted and 42.3 inches when extended.</li> <li>I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance</li> <li>J. High Electrical Resistant Upper Controls. All controls at the platform are classified as High Electrical Resistant according to ANSI A92.2 5.4.2.6 that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system. Control Handle: A single handle controller that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Control Console: Non-tested non-metallic control console plate. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical</li> </ul>	1	



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 7-8 GPM, maximum operating pressure 3,000.		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Install Boom Mounted Components For Use With Manual Boom Securing System	1	
4.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
5.	Platform Mounted Single Handle Controls	1	
6.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
7.	Two (2) Platform steps - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Elevator	1	
9.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
10.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
11.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
12.	Remote Engine Start/Stop With Secondary Stowage System, Electronic/Fiber Optic	1	
13.	Aerial Speed Control, Electronic/Fiber Optic	1	
14.	Jib Stick, 36" L, non extension, certified, orange in color	1	
15.	Primary A-Frame Outriggers with 5-degree swivel shoes. For installation on a 30 to 40 inch chassis frame height.	1	
A.	Maximum Spread: 140 inches to the outer edge of shoes		
B.	Outrigger/Unit Selector Valve		
C.	Outrigger Motion Alarms		
D.	Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed		
16.	Auxiliary Vertical H Frame Outriggers with fixed shoe. For installation on a 30 to 34 inch chassis frame height.	1	
A.	Maximum Spread: 87 inches to the outer edge of shoes		
B.	Outrigger Motion Alarms		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	C. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed		
17.	Slip Ring	1	
18.	Winch load line swivel hook	1	
19.	Altec Unit Powder Painted White	1	
<b><u>Unit &amp; Hydraulic Acc.</u></b>			
20.	Scuff Pad 24 x 30 With Step For Use With Platform Liner (U&H Acc)	1	
21.	Subbase	1	
22.	Electric Outrigger Controls for two (2) sets of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
23.	Temperature Sight Gauge (FA Supplied)	1	
24.	15 Gallon Reservoir, Triangular	1	
25.	HVI-22 Hydraulic Oil (Standard)	25	
26.	Electric Shift PTO	1	
27.	Standard Altec PTO/Transmission Functionality for Non-Allison Automatic Transmissions: -PTO will engage when transmission is in park and the Parking Brake is engaged. -If transmission is in gear, and PTO switch is activated, PTO will not engage. Transmission will remain in gear. -Once the transmission is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
28.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
<b><u>Body</u></b>			
29.	Altec Osceola	1	
30.	Fiberglass Body	1	
31.	Altec Standard Fiberglass Body Specifications	1	
	A. Molded Fiberglass Side Compartments		
	B. Reinforced, Double-Laminated Doors		
	C. Heavy Duty Stainless Steel Hinges Installed On Doors		
	D. Heavy Duty Strikers Installed On Body For Door Latches		
	E. Automotive-Type Bulb Gasket Door Seal		
	F. Corrosion Resistant Fasteners And Self-Locking Nuts Used Throughout		
	G. Extruded Aluminum Drip Rail		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	H. Fiberglass Bulkheads Installed Between Compartments		
	I. Drains Installed In Each Compartment		
	J. Body To Be Vented		
32.	Custom Body Type Fiberglass	1	
33.	Gelcoat Finish Entire Body Altec White	1	
34.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
35.	94" Body Width	1	
36.	Custom Body Compartment Height 42"	1	
37.	Custom Body Compartment Depth 20"	1	
38.	2 x 6 Drop-In Composite Retaining Board At Top Of Side Access	1	
39.	Aluminum Treadplate On Streetside Compartment Tops (Not Preferred as a Walking Surface)	1	
40.	Aluminum Treadplate On Curbside Compartment Tops (Not Preferred as a Walking Surface)	1	
41.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	7	
42.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	
43.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
44.	Standard Master Body Locking System	7	
45.	Cable Holders On All Horizontal Doors	1	
46.	Custom Body Door Holders Cable Holders On All Vertical Doors	1	
47.	3/16 Smooth Aluminum Floor	1	
48.	4" Aluminum Channel Body Frame	1	
49.	1st Vertical (SS) - Adjustable Aluminum Shelf With Removable Dividers On 4" Centers	3	
50.	1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
51.	2nd Vertical (SS) - Adjustable Aluminum Shelf With Removable Dividers On 4" Centers	3	
52.	1st Horizontal (SS) - Fixed Aluminum Shelf With Removable Dividers On 4" Centers	1	
53.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred	4	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Option) - Left Wall		
	Two (2) rows of two (2) hooks		
54.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	6	
	Two (2) rows of three (3) hooks		
55.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	4	
	Two (2) rows of two (2) hooks		
56.	Inverter storage in enclosure in chassis cab	1	
57.	1st Vertical (CS) - Pull-Out Drawer Kit, 3.5 Tall X 5.5 Wide Drawers, To Be As Deep As Possible.	1	
	Details:		
	- Eighteen (18) drawers		
	- Six (6) rows of three (3) drawers		
	- Install on bottom of compartment		
58.	1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
59.	2nd Vertical (CS) - Aluminum Gripstrut (Preferred) Access Steps w/ Two (2) Sloped Grab Handles, Chain Storage (Keyed Lock)	1	
60.	1st Horizontal (CS) - Adjustable Aluminum Shelf With No Dividers	1	
61.	Rear Vertical (CS) - Fixed Aluminum Shelf With No Dividers	1	
	Install at top		
62.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall	4	
	Two (2) rows of two (2) hooks		
63.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	6	
	Two (2) rows of three (3) hooks		
64.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	4	
	Two (2) rows of two (2) hooks		
65.	1/8" Aluminum Wheel Well Liners	1	
66.	Aluminum Rock Guards Installed Each Front Corner Of Body	1	
67.	29" L Tailshelf, Unpainted Aluminum, Width To Match Body	1	
68.	Aluminum Wheel Chock Holders Installed In Tailshelf, One Each Side	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
69.	Custom Ladder Storage, Unpainted Aluminum  Details: - Fully enclosed - Vertically mounted - Roller at rear - Retaining chain - Install along streetside cargo wall	1	
70.	Aluminum Top Opening Storage Box, Full Treadplate, (1) Lid, Gas Props, Hasp Lock, One (1) Handle  Details: - 10"H x footprint curbside, aft side access steps - Accessible from cargo area - Vented	1	
71.	Open Top Storage Bin, Unpainted Aluminum, Punched Metal  Details: - 6"H x footprint streetside top box - Space 2" up for clean out	1	
72.	End Opening Box, Unpainted 1/8" Aluminum Treadplate, Drop Down Door, Keyed Latch  Details: - 8"H x footprint streetside compartment tops - Divider at 84" from rear - Flip-up door forward of divider -- Accessible from on streetside ground	1	
<b><u>Body and Chassis Accessories</u></b>			
73.	ICC Underride Protection	1	
74.	Boom Rest for a Telescopic Unit (Located in Cargo Area), Manual Boom Latch	1	
75.	Manual Boom Stow Securing System Installed on Boom Rest	1	
76.	Platform Rest, Rigid with Rubber Tube	1	
77.	Rubber Outrigger Pad 18 x 18 x 2 with Molded Rubber Handle	4	
78.	Outrigger Pad Holder, 20 L x 20 W x 3 H Fits 19.5 x 19.5 x 2 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel  Install under front and rear verticals, two (2) each side	4	
79.	Pendulum Retainers for Outrigger Pad Holders	4	
80.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	1	
81.	Mud Flaps with Altec Logo (Pair)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
82.	5 LB Fire Extinguisher with Light Duty Bracket Installed Per DEPS 042 (In Cab Or Inside Compartment Only) (Amerex #B402T)	1	
83.	Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge)	1	
84.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1	
85.	Slope Indicator Assembly for Machine with Outrigger	1	
86.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
<b><u>Electrical Accessories</u></b>			
87.	Compartment Lights Wired To Dash Mounted Master Switch	1	
88.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
89.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1	
90.	PTO Hour Meter, Digital, With 10 000 Hour Display	1	
91.	Power Distribution Module 10 is a Compact Self-Contained Electronic System that Provides a Standardized Interface with the Chassis Electrical System	1	
92.	Install Chassis (OEM) Supplied Backup Camera In Final Assembly	1	
93.	Install Secondary Stowage and Remote Start/Stop System in Final Assembly	1	
94.	Install Outrigger Interlock System In Final Assembly	1	
95.	Heavy Duty Secondary Stowage Pump (Supplied By Final Assembly)	1	
96.	PTO Indicator Light, Installed In Cab	1	
97.	Additional Electrical Accessory	1	
	JEMS SE with air conditioning and Mobile Jobsite Charging		
<b><u>Finishing Details</u></b>			
98.	Front and Rear Frame Mounted Components and Under Body Mounted Components Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
99.	Powder Coat Unit Altec White	1	
100.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
101.	Safety and Instructional Decals English	1	
102.	Vehicle Height Placard Installed In Cab DEPS 002	1	
103.	HVI-22 Hydraulic Oil Placard	1	
104.	Dielectric Test Unit According to ANSI Requirements	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
105.	Stability Test Unit According to ANSI Requirements	1	
106.	Regional Build	1	
107.	Assembly at Altec in Duluth, MN.	1	
108.	Inbound Freight	1	
109.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
110.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
<b><u>Chassis</u></b>			
111.	Altec Supplied Chassis	1	
112.	Chassis	1	
113.	2023 Model Year	1	
114.	Other Chassis Make And Model Ford F550	1	
115.	Single Rear Wheel	1	
116.	4x4	1	
117.	Chassis Cab	1	
118.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1	
119.	Chassis Color - White	1	
120.	AM/FM Radio	1	
121.	Ford SYNC	1	
122.	Block Heater	1	
123.	Limited Slip Rear Axle	1	
124.	Snow Plow Package	1	
125.	Towing Package	1	
126.	Trailer Brake Controller (Factory Installed)	1	
127.	Air Conditioning	1	
128.	Backup Camera, OEM Supplied	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
129.	Cruise Control	1	
130.	Keyless Entry	1	
131.	Power Door Locks	1	
132.	Power Windows	1	
133.	Tilt Steering Wheel	1	
134.	84 Clear CA (Round To Next Whole Number)	1	
135.	Chassis Wheelbase Length - 165 inch	1	
136.	GVWR 19,500 LBS	1	
137.	7,000 LBS Front GAWR	1	
138.	14,706 LBS Rear GAWR	1	
139.	Spring Suspension	1	
140.	Ford 6.7L Power Stroke Diesel	1	
141.	Diesel	1	
142.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1	
143.	Ford 40 Gallon Fuel Tank (Rear)	1	
144.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1	
145.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
146.	No Clean Idle Certification Required	1	
147.	EPA Emissions	1	
148.	No Idle Engine Shut-Down Required	1	
149.	Hydraulic Brakes	1	
150.	Park Brake In Rear Wheels	1	
151.	Cloth Split Bench Seat	1	

**Unit / Body / Chassis Total**

**238,071.00**

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### **Exhibit D: Price and Payment Schedule**

Total compensation for this contract will not exceed Two Hundred Thirty-Eight Thousand, Seventy One Dollars and no cents (\$238,071.00) in US Dollars.

GRPU will pay 50% prior to shipment of the goods and 50% within 30 days after delivery and acceptance of the goods by GRPU, and receipt of an uncontested invoice for the goods. Payment will be in US Dollars in the form of a check.

**Exhibit D, Supplement 1  
Sample Invoice**

Attached is a sample invoice.

Contractor is required to use the sample invoice for all transactions under this Contract. Contractor may not materially change the sample invoice unless the change has been approved in writing by GRPUC's Authorized Representative. Contractor may not modify the sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in the sample invoice which contradicts or modifies any term of the Contract that may result, including subsequent amendments to the Contract.



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

---

**AGENDA DATE:** February 8, 2023

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Tech Sales Co for flow meters for the water treatment plant for \$22,029.95.

**PREPARED BY:** Steve Mattson, Water/Wastewater Department Manager

---

### **BACKGROUND:**

This procurement is for an approved Water Wastewater capital purchase with a budget of \$30,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed and the procurement contract is on file.

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

### **RECOMMENDATION:**

Consider a motion to ratify the procurement contract with Tech Sales Co for flow meters for the water treatment plant for \$22,029.95.



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

---

**AGENDA DATE:** February 8, 2023

**AGENDA ITEM:** Consider a motion to approve the procurement contract with Hach Company for three turbidity meters for the water treatment plant for \$26,238 and authorize the General Manager to sign the contract.

**PREPARED BY:** Steve Mattson, Water/Wastewater Department Manager

---

### **BACKGROUND:**

This procurement is for an approved Water Wastewater capital purchase with a budget of \$30,000. \$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:**

Consider a motion to approve the procurement contract with Hach Company for three turbidity meters for the water treatment plant for \$26,238 and authorize the General Manager to sign the contract.

# Capital Plan

2023 *thru* 2027

## Grand Rapids Public Utilities Commission

**Department** 2-Water  
**Contact** Steve Mattson  
**Type** Unassigned  
**Useful Life** 20  
**Category** Water System  
**Priority** 03 - Moderate Need  
**Status** Active

**Project #** WATR2207  
**Project Name** WTP Turbidity Meters

**Total Project Cost:** \$60,000

**Description**  
 WTP turbidity meters are an essential part of good quality water. They tell the operators when it is time to backwash the filters. The current ones are decades old and do not have spare parts for repair.

**Justification**  
 The current WTP turbidity meters are obsolete and spare parts do no exist.

Prior	Expenditures	2023	2024	2025	2026	2027	Total
30,000	Purchases	27,000					27,000
	Labor	3,000					3,000
<b>Total</b>	<b>Total</b>	<b>30,000</b>					<b>30,000</b>

Prior	Funding Sources	2023	2024	2025	2026	2027	Total
30,000	Rplcmt Fund-Water Infrastructure	30,000					30,000
<b>Total</b>	<b>Total</b>	<b>30,000</b>					<b>30,000</b>

**Budget Impact/Other**

Prior	Budget Items	2023	2024	2025	2026	2027	Total
30,000	Capital Projects	30,000					30,000
<b>Total</b>	<b>Total</b>	<b>30,000</b>					<b>30,000</b>

## 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 Hach Company, located at PO Box 608, Loveland, CO 80539 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

### Recitals

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

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

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

Accordingly, the Parties agree as follows:

### Contract

---

1. **Term.** The effective date of this Contract is 12-06-2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 Contract expires April 01 2023.

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

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

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

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

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

## 2. Contractor's Duties

### 2.1 The Contractor shall:

Provide 3 Turbidity meters for the water plant. Model TU5300sc with Field Service Partnership, a maintenance kit for Tu5300sc and three Sc4500 Controllers with warranties as proposed on Quote Number: 100852728v4

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

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

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

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

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

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

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

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

### 3. Consideration and Payment

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

3.1.1 Compensation. The Contractor will be paid Twenty Five Thousand Six Hundred and Thirty Eight Dollars (\$25,638.00). Plus shipping cost of a not to exceed of Six Hundred Dollars for a total of Twenty Six Thousand Two Hundred and Thirty Eight Dollars (\$26,238.00) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Twenty Six Thousand Two Hundred and Thirty Eight Dollars (\$26,238.00).

3.2 Payment.

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

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 at the following business address: 500 SE 4<sup>th</sup> Street, Grand Rapids, MN, 55744 and the following telephone number: 218-326-7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Mike Savelli at the following business address: PO Box 608, Loveland, CO 80539, and the following telephone number: 800-227-4224, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

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



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

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

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

9. **Miscellaneous.**

9.1 General. No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys' fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venturer, or agent of GRPUC. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful

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

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

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

Hach Company  
Address:  
PO Box 608  
Loveland, CO 80539  
Attn: Mike Savelli  
Email: msavelli@hach.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
- Exhibit C: Price and Payment Schedule

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

**Mike Savelli**

**Grand Rapids Public Utilities Commission**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

See Addendum

ie A. Kennedy

Title: \_\_\_\_\_

Title: General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.
  
- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
  
- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
  - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits: GRPUC does not generally allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M
    - \$1,500,000 – per occurrence
    - \$1,500,000 – annual aggregate
    - \$1,500,000 – annual aggregate – applying to Products/Completed Operations
  
  - 3.2 **Workers' Compensation Insurance.** Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.
  
  - 3.3 **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.

**Exhibit B: Specifications, Duties, and Scope of Work**

Provide 3 Turbidity meters for the water plant. Model TU5300sc with Field Service Partnership, a maintenance kit for Tu5300sc and three Sc4500 Controllers with warranties as proposed on Quote Number: 100852728v4

**Exhibit C: Price and Payment Schedule**

The Contractor will be paid Twenty Five Thousand Six Hundred and Thirty Eight Dollars (\$25,638.00). Plus shipping cost of a not to exceed of Six Hundred Dollars for a total of Twenty Six Thousand Two Hundred and Thirty Eight Dollars (\$26,238.00)

Contractor will be paid within 30 days from when GRPUC receives goods from contractor.

## Contract Addendum to Procurement Agreement (the “Customer’s Base Contract”)

**Parties:** Grand Rapids Public Utilities Commission (“Customer”)  
Hach Company (“Supplier”)

**Date:** January \_\_, 2023

**Recitals:** Customer and Supplier are entering into a contract for the Project and, for convenience, are using Customer’s Base Contract for the purchase of Supplier’s goods and/or services (“Goods” and/or “Services”). This Addendum is intended to provide reasonable revisions to Customer’s Base Contract for the purpose of enabling the parties to enter into a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer’s Base Contract and make it an integral part thereof, taking precedence over any contrary terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (or any permitted assignees – whose agreement hereto shall be a precondition to any such assignment) (collectively, the “Agreement”).

**Revisions:** Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

1. **Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer’s employees or contractors or for non-Supplier chemicals or equipment and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such aspects or actions or any other aspects or actions not under Supplier’s control.
2. **Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier’s breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. Customer’s workers’ compensation immunity, if any, does not preclude or limit its indemnification obligations.
3. **Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY PENALTY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER’S WILLFUL MISCONDUCT.
4. **Warranty.** Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer’s quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF “COVER” AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. Any work-for-hire provisions are inapplicable hereto. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Supplier any personal data or personally identifiable information.
6. **Performance Guarantees.** All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.



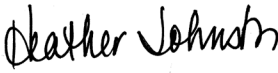
**7. Funds Transfers (Payments).** Customer and Supplier both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

**8. Payment.** Payment to Supplier is due thirty (30) days from the invoice date.

**9. Miscellaneous.** Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Supplier may terminate the Agreement upon 30 days written notice to Customer. Nothing in the Customer's Base Contract supersedes or nullifies this Addendum. Supplier's adherence to its parent company's, Danaher's strict Code of Conduct and policies shall be deemed to be adherence to Customer's. Governing law and jurisdiction for any disputes under the Agreement will be Delaware. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

**Supplier:**  
**Hach Company**

By:   
Name: Heather Johnston  
Title: Sales Support Specialist  
Date: 2/2/2023

**Customer:**  
**Grand Rapids Public Utilities Commission**

By: \_\_\_\_\_  
Name: Julie Kennedy  
Title: General Manager  
Date: \_\_\_\_\_



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

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**AGENDA DATE:** February 8, 2023

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with NOS Automation for Alarm Agents for WWT, WW Collection and WTP for \$14,085.20.

**PREPARED BY:** Steve Mattson, Water/Wastewater Department Manager

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### **BACKGROUND:**

This procurement is for an approved Water Wastewater capital purchase with a budget of \$26,500. \$0 has been spent to date.

The GRPUC Procurement Policy was followed and the procurement contract is on file.

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

### **RECOMMENDATION:**

Consider a motion to ratify the procurement contract with NOS Automation for Alarm Agents for WWT, WW Collection and WTP for \$14,085.20.



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

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**AGENDA DATE:** February 8, 2023

**AGENDA ITEM:** Consider a motion to approve the procurement contract with MacQueen Equipment for a jetting camera and crawler for \$55,000 and authorize the General Manager to sign the contract.

**PREPARED BY:** Steve Mattson, Water/Wastewater Department Manager

---

### **BACKGROUND:**

This procurement is for an approved Water Wastewater capital purchase with a budget of \$60,000. \$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:**

Consider a motion to approve the procurement contract with MacQueen Equipment for a jetting camera and crawler for \$55,000 and authorize the General Manager to sign the contract.

# Capital Plan

2023 thru 2027

## Grand Rapids Public Utilities Commission

**Department** 3-Wastewater Collection

**Contact** Steve Mattson

**Type** Unassigned

**Useful Life** 10

**Category** WW System

**Priority** 03 - Moderate Need

**Status** Active

<b>Project #</b>	<b>WWCO2303</b>
<b>Project Name</b>	<b>Jetting Camera</b>

**Total Project Cost: \$60,000**

### Description

After heavy utilizing of the jetting camera system during 2022. It was apparent that there was more maintenance required than originally anticipated with this equipment. The downtime experienced for camera repair made it difficult to keep up with the aggressive jetting/televising schedule during the summer months.

### Justification

Two to five weeks of downtime during the summer to repair the camera is unacceptable. Our crews need to be able to stay after it in order to meet the annual goal of jettign and televising. An additional camera will allow time for necessary repairs to be made while they keep working on servicing the collection system.

<b>Expenditures</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>Total</b>
Purchases	60,000					60,000
<b>Total</b>	<b>60,000</b>					<b>60,000</b>

<b>Funding Sources</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>Total</b>
Rplcmt Fund-WWC Infrastructure	60,000					60,000
<b>Total</b>	<b>60,000</b>					<b>60,000</b>

### Budget Impact/Other

## PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Macqueen Equipment, located at 1125 7<sup>th</sup> Street E, St Paul, MN 55106 (“**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 an Envirosight camera and crawler. (“**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 January 10<sup>th</sup> 2023. 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 June 1st, 2023 or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional one year, in increments as determined by GRPUC, through a duly executed amendment.

#### 2. Contractor’s Duties

2.1 The Contractor shall:

Provide an Envirosight Camera and Crawler for the Grand Rapids Public Utilities Commission.

(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 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**"). 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 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.

#### 4. Time

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

#### 5. Consideration and Payment

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

5.1.1 Compensation. The Contractor will be paid a price of Fifty Five Thousand Dollars (\$55,000.00) in accordance with **Exhibit D**. Shipping is included with price.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Fifty Five Thousand Dollars (\$55,000.00).

5.2 Payment.

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

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

#### 6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4<sup>th</sup> 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 Bob Larson, Regional Sales Manager at the following business address: 1125 7<sup>th</sup> Street E, St Paul, MN 55106, and the following telephone number: 651-645-5726, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

#### 7. Exhibits

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

Exhibit A: Contract Terms

Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work



Exhibit D: Price and Payment Schedule

[The Signature Page Follows]

**Macqueen Equipment**

By: Bob Larson

Print Name: Bob Larson

Title: Regional Sales Manager

Date: 1/16/2023

**Grand Rapids Public Utilities Commission**

By: \_\_\_\_\_

Print Name: Julie A. Kennedy

Title: General Manager

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. Terms requesting payment in less than thirty (30) days will be changed to read “Net 30 days.” Notwithstanding the foregoing, GRPUC may pay the Contractor in advance in its sole discretion.

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

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

### 2. Termination.

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

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

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

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

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

### 3. Force Majeure.

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

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

#### 4. Confidentiality.

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

#### 5. Indemnification.

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

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

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

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

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

## **6. Subcontracting and Subcontractor Payment.**

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

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

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

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

## **7. Government Data Practices.**

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

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

## 8. Intellectual Property Rights.

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

8.1.1 "**Documents**" are the originals of any databases, 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.

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

8.1.3 "**Works**" means all 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.

8.2 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.

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

8.4 Obligations.

8.4.1 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.

- 8.4.2 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.
- 8.4.3 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.]

## 9. Copyright.

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

## 10. GRPUC Audits.

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

## 11. Publicity and Endorsement.

11.1 Publicity. Any publicity regarding the subject matter of this Contract must identify GRPUC as the sponsoring agency and must not be released without prior written approval from GRPUC's Authorized Representative. For purposes of this provision, publicity includes

notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the Goods or Services provided resulting from this Contract.

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

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

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

## **13. Equal Employment, Nondiscrimination, and Affirmative Action.**

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

## **14. General / Miscellaneous.**

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

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

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

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

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

GRPUC  
Address: 500 SE 4<sup>th</sup> Street  
Grand Rapids, MN 55744  
Attn: General Manager  
Email: jakennedy@grpuc.org

Macqueen Equipment  
Address: 1125 7<sup>th</sup> Street E  
St Paul, MN 55106  
Attn: Bob Larson  
Email:  
Bob.Larson@macqueengroup.com

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

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

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

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



consent of GRPUC. Such consent shall not relieve Contractor of its obligations or liabilities under the Contract.

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

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

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

**[Remainder of Page Intentionally Left Blank]**

## **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: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

\$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

\$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.

**4.2 Workers' Compensation Insurance.** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers'

Compensation insurance in accordance with applicable Legal Requirements, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows: \$100,000 – Bodily Injury by Disease per employee  
 \$500,000 – Bodily Injury by Disease aggregate  
 \$100,000 – Bodily Injury by Accident

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

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

- 4.3 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: GRPUC does not allow lower limits.

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

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

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

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

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

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

- 4.5 **Privacy Liability Insurance (or equivalent).** The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The Contractor shall maintain insurance to cover claims which may arise from failure of the Contractor to ensure the security of not public data stored on GRPUC's documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, and carbon sheets, while in the Contractor's care, custody, and control. Insurance minimum limits are as follows:

\$2,000,000 - Per Occurrence  
\$2,000,000 - Annual Aggregate

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

- 4.6 **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 C: Specifications, Duties, and Scope of Work**

Contractor shall provide the Grand Rapids Public Utilities Commission with an EnviroSight RX 130 Camera and RXC90 Rover.

**Exhibit D: Price and Payment Schedule**

Contractor shall be paid a total of Fifty Five Thousand Dollars. (\$55,000.00) within 30 days from receipt of invoice.

**Exhibit E**





## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

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**AGENDA DATE:** February 8, 2023

**AGENDA ITEM:** Consider a motion to approve the procurement contract with Vessco Inc. for two bleach tanks for the secondary plant for \$29,730 and authorize the General Manager to sign the contract.

**PREPARED BY:** Steve Mattson, Water/Wastewater Department Manager

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### **BACKGROUND:**

This procurement is for an approved Water Wastewater capital purchase with a budget of \$50,000. \$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:**

Consider a motion to approve the procurement contract with Vessco Inc. for two bleach tanks for the secondary plant for \$29,730 and authorize the General Manager to sign the contract.

# Capital Plan

2023 thru 2027

## Grand Rapids Public Utilities Commission

**Department** 4f-WWT Secondary Treatment

**Contact** Steve Mattson

**Type** Unassigned

**Useful Life** 20

**Category** Equipment

**Priority** 01 - Required

**Status** Active

**Total Project Cost:** \$50,000

**Project #** WWSP2302  
**Project Name** Bleach Tank Repair/Replacement

**Description**  
 Sodium hypochlorite (bleach) addition to the wastewater is necessary for disinfection of the wastewater during the summer months per our NPDES permit. Bleach is delivered in bulk to storage tanks located in the chlorine building in the secondary plant. Bleach is then delivered to the tertiary ponds via a chemical pump.

**Justification**  
 The old recycled fiberglass reinforced plastic (FRP) tanks have developed irreparable leaks and must be replaced.

Expenditures	2023	2024	2025	2026	2027	Total
Purchases	35,000					35,000
Labor	5,000					5,000
Contractor Labor	10,000					10,000
<b>Total</b>	<b>50,000</b>					<b>50,000</b>

Funding Sources	2023	2024	2025	2026	2027	Total
Customer Contributions-Cohasset	1,146					1,146
Customer Contributions-LaPrairie	678					678
Customer Contributions-UPM	35,000					35,000
Rplcmt Fund-WWC share/business	13,176					13,176
<b>Total</b>	<b>50,000</b>					<b>50,000</b>

**Budget Impact/Other**

Budget Items	2023	2024	2025	2026	2027	Total
Capital Projects	50,000					50,000
<b>Total</b>	<b>50,000</b>					<b>50,000</b>

## 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 Vessco Inc, located at 8217 Upland Circle, Chanhassen, MN 55317 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

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### Recitals

A. GRPUC has solicited and received quotations from contractor Vessco Inc, to supply 2 Poly Processing IMFO Hypochlorite Tanks. (“**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:

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### Contract

#### 1. Term of Contract

1.1 Effective date. The effective date of this Contract is 1-31-2023. 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 June 1<sup>st</sup>, 2023, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 12 months, in increments as determined by GRPUC, through a duly executed amendment.

#### 2. Contractor’s Duties

2.1 The Contractor shall:

Provide 2 Poly Processing IMFO Hypochlorite tanks.

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

2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) by written notice, or by oral notice subsequently confirmed by GRPUC in writing within ten (10) days thereafter, to Contractor. If such changes affect

the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Contractor shall proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Contractor shall not be entitled to any adjustment unless such written claim is so submitted.

- 2.3 GRPUC may from time to time, require additional Services or Goods from Contractor. Such additional Services or Goods, including the amount of compensation for such additional Services or Goods, mutually agreed upon by and between GRPUC and Contractor, shall be effective when incorporated by written amendment to this Contract. Additional Services or Goods shall not begin until the amendment is executed. Thereafter, such additional Services or Goods shall be subject to the terms of this Contract.
- 2.4 Contractor agrees that all Goods and Services shall be provided in accordance with all applicable laws, rules, regulations, ordinances, codes, and orders of all federal, state, and local governmental authorities, agencies, departments, or bureaus having jurisdiction and which affect the Goods or Services hereunder (“**Legal Requirements**”) without extra charge or expense. Contractor will be responsible for a violation of any such Legal Requirements arising out of the provision of Goods or Services by Contractor and will indemnify, defend, and hold harmless GRPUC from and against any fine or expense, including reasonable attorneys’ fees and disbursements, resulting to it by reason of any such violation by Contractor.
- 2.5 The Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. All Services shall be performed and all Goods shall be produced and delivered to the satisfaction of GRPUC, and in accordance with the Legal Requirements. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.
- 2.6 Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods shall be professionally competent and properly qualified. If so requested by GRPUC, Contractor shall remove any person GRPUC deems incompetent, careless, or otherwise objectionable. At all times Contractor will be responsible for the acts, omissions, work, materials, and equipment of its employees, subcontractors, and agents and any other person, directly or indirectly, employed by any of them.
- 2.7 Contractor shall cooperate fully with GRPUC, other GRPUC contractors, municipalities, local government officials, public utility companies, and others as may be directed by GRPUC. This shall include attendance at meetings, discussions, and hearings as may be requested by GRPUC, furnishing data as may be requested from time to time by GRPUC to effect such cooperation, and compliance with all directives issued by GRPUC.

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

### 3. Representations and Warranties

- 3.1 GRPUC is authorized to enter into this Contract.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of GRPUC.
- 3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.
- 3.4 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of Encumbrances, and (B) the Goods are in good condition and are adequate for the uses to which they are being put, and none of such Goods are in need of maintenance or repairs.

#### 4. Time

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

#### 5. Consideration and Payment

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

5.1.1 Compensation. The Contractor will be paid Twenty Nine Thousand Seven Hundred and Thirty Dollars (\$29,730.00) in accordance with **Exhibit D**. Shipping is included with price.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Twenty Nine Thousand Seven Hundred and Thirty Dollars (\$29,730.00).

5.2 Payment.

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

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

#### 6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4<sup>th</sup> 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 Matt Madson at the following business address: 8217 Upland Circle, Chanhassen, MN 55317, and the following telephone number: 952.941.2678, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

#### 7. Exhibits

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

Exhibit A: Contract Terms  
Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work  
Exhibit D: Price and Payment Schedule

[The Signature Page Follows]

**Vesco Inc,**

**Grand Rapids Public Utilities Commission**

By: 

By: \_\_\_\_\_

Print Name: Matt Madson

Print Name: Julie A. Kennedy

Title: Sales Engineer

Title: General Manager

Date: 2/2/2023

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. Terms requesting payment in less than thirty (30) days will be changed to read “Net 30 days.” Notwithstanding the foregoing, GRPUC may pay the Contractor in advance in its sole discretion.

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

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

### 2. Termination.

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

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

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

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

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

### 3. Force Majeure.

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



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

#### 4. Confidentiality.

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

#### 5. Indemnification.

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

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

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

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

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

## **6. Subcontracting and Subcontractor Payment.**

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

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

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

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

## **7. Government Data Practices.**

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

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

## 8. Intellectual Property Rights.

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

8.1.1 "**Documents**" are the originals of any databases, 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.

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

8.1.3 "**Works**" means all 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.

8.2 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.

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

8.4 Obligations.

8.4.1 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.

- 8.4.2 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.
- 8.4.3 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.]

## **9. Copyright.**

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

## **10. GRPUC Audits.**

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

## **11. Publicity and Endorsement.**

11.1 Publicity. Any publicity regarding the subject matter of this Contract must identify GRPUC as the sponsoring agency and must not be released without prior written approval from GRPUC's Authorized Representative. For purposes of this provision, publicity includes

notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the Goods or Services provided resulting from this Contract.

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

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

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

## **13. Equal Employment, Nondiscrimination, and Affirmative Action.**

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

## **14. General / Miscellaneous.**

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

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

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

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

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

GRPUC  
Address: 500 SE 4<sup>th</sup> Street  
Grand Rapids, MN 55744  
Attn: General Manager  
Email: jakennedy@grpuc.org

Vessco  
Address: 8217 Upland Circle  
Chanhassen, MN 55317  
Attn: Matt Madson  
Email: mmadson@vessco.com

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

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

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

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

consent of GRPUC. Such consent shall not relieve Contractor of its obligations or liabilities under the Contract.

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

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

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

**[Remainder of Page Intentionally Left Blank]**

## **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: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

\$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: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

\$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.

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

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

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

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

- 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: GRPUC does not allow lower limits.

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

\$2,000,000 - annual aggregate

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

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

**4.5 Privacy Liability Insurance (or equivalent).** The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The Contractor shall maintain insurance to cover claims which may arise from failure of the Contractor to ensure the security of not public data stored on GRPUC's documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, and carbon sheets, while in the Contractor's care, custody, and control. Insurance minimum limits are as follows:

\$2,000,000 - Per Occurrence

\$2,000,000 - Annual Aggregate

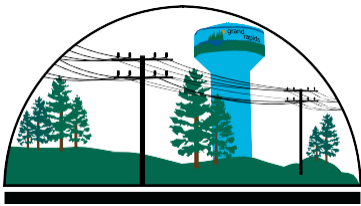
The following coverage shall be included: GRPUC named as an Additional Insured unless the coverage is written under a Professional Liability policy.

**Exhibit C: Specifications, Duties, and Scope of Work**

Provide 2 Poly Processing IMFO Hypochlorite Tanks to the Grand Rapids Public Utilities Commission.

**Exhibit D: Price and Payment Schedule**

Contractor shall be paid within 30 days from receiving invoice of goods received.



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## SAFETY REPORT February 2023 Commission Meeting

### Safety Topic Last Month

Brad Levasseur, our new MMUA Safety Coordinator, met GRPU staff on January 17 and conducted site and crew inspections on January 18.

### Safety Topic This Month

Safety Coordinator, Brad Levasseur, will be conducting hot sticks and grounds inspections with our electrical crew in February 2023.

### Accidents Reported last Month by Department

Administration: None                      Electric: None  
Business Services: One                      Water-Wastewater: None

### Cumulative Accidents for 2022

Recordable Accidents	1
Lost Time Days 2023	0
Restricted Days 2023	0
First Aid Only (not recordable)	0

Total FROI      1

### Recordable Accident 5-year History

	2019	2020	2021	2022	2023
ADMIN	0	0	0	0	0
BUS SVCS	4	0	0	0	1
ELEC	1	0	0	0	0
W-WW	5	3	1	0	0
TOTAL	10	3	1	0	1



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** February 1, 2023

**AGENDA ITEM:** Consider a motion to confirm filling the Electric Department Manager position with the preferred candidate, Mr. Chad Troumbly.

**PREPARED BY:** Julie Kennedy, General Manager.

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### **BACKGROUND:**

At the November 11, 2022 regular meeting, the Commission approved the updated Electric Department Manager position description and authorized the advertising for the position. This action resulted from the notice of resignation provided by Jeremy Goodell in October. Following external advertising of the position opening, we collected 2 applications. The applications were rated and interviews were conducted with the top-ranked applicant on December 9 and 19. A background verification was submitted and received and an offer of employment was made to the selection committee's preferred applicant, Mr. Chad Troumbly. The offer was accepted with a hire date of February 8, 2023.

Management staff recommends the Commission formally confirm filling the Electric Department manager position with the preferred candidate, Mr. Chad Troumbly.

### **RECOMMENDATION:**

Consider a motion to confirm filling the Electric Department Manager position with the preferred candidate, Mr. Chad Troumbly.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

**AGENDA DATE:** February 6, 2023

**AGENDA ITEM:** Consider a motion to adopt Resolution No, 02-08-23-01 Supporting And Authorizing Submission Of An Application To Minnesota Management And Budget Requesting \$2.5M in Funds From The 2023 State Appropriation Funded From State General Bonds For Design And Construction Of The Grand Rapids Public Utilities Water Treatment Plant Renovation Project In Grand Rapids, Minnesota.

**PREPARED BY:** Julie Kennedy, General Manager

### **BACKGROUND:**

As part of the funding of our Water Treatment Plant capital improvements, we are seeking state bonding bill monies in the amount of \$2.5M (50% of total cost of the project). Staff presented the project and need to the Senate Bonding Committee in September 2021 at the Water Treatment Plant. Unfortunately, the state legislature did not pass a bonding bill in 2022. We are seeking the same funds now in hopes that a bonding bill will be considered and passed this year. This resolution is part of the application for funds process.

### **RECOMMENDATION:**

Consider a motion to adopt Resolution No, 02-08-23-01 Supporting And Authorizing Submission Of An Application To Minnesota Management And Budget Requesting \$2.5M in Funds From The 2023 State Appropriation Funded From State General Bonds For Design And Construction Of The Grand Rapids Public Utilities Water Treatment Plant Renovation Project In Grand Rapids, Minnesota.



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION  
RESOLUTION NO. 02-08-23-01**

**RESOLUTION SUPPORTING AND AUTHORIZING SUBMISSION OF AN APPLICATION TO MINNESOTA MANAGEMENT AND BUDGET REQUESTING \$2.5M IN FUNDS FROM THE 2023 STATE APPROPRIATION FUNDED FROM STATE GENERAL BONDS FOR DESIGN AND CONSTRUCTION OF THE GRAND RAPIDS PUBLIC UTILITIES WATER TREATMENT PLANT RENOVATION PROJECT IN GRAND RAPIDS, MINNESOTA.**

WHEREAS, Minnesota Statutes section 16A.86 sets out the process by which local governments may request state bond appropriations for capital improvement projects; and

WHEREAS, Local governments are invited to submit capital budget requests to Minnesota Management and Budget (MMB); and

WHEREAS, the Grand Rapids Public Utilities Commission has submitted the Project Overview Form to MMB requesting funds be included in the 2023 bonding bill for the design and construction of the Grand Rapids Public Utilities Water Treatment Plant Renovation Project; and

WHEREAS, the Grand Rapids Public Utilities Water Treatment Plant serves the region by providing public water for approximately 3,400 residential and commercial customers, one industrial customer, the City of LaPrairie, and Itasca Community College/University of Minnesota campus; and

WHEREAS, the Grand Rapids Public Utilities Commission has determined that improvements will have a positive economic impact on the community and our region; and

WHEREAS, requests for appropriations funded from state general obligation bonds must be accompanied by a resolution of the governing body of the applicant;

NOW THEREFORE BE IT RESOLVED that the Grand Rapids Public Utilities Commission authorizes the submission of a request for \$2.5M in funds from the 2023 state appropriations funded from state general obligation bonds to assist with this project of state and regional significance and assigns it the top priority.

Adopted this 8th day of February, 2023.

\_\_\_\_\_  
President Grand Rapids Public Utilities Commission

Attest:

\_\_\_\_\_  
Commissioner Grand Rapids Public Utilities Commission

## CERTIFICATION

I, Julie A. Kennedy, the General Manager of the Public Utilities Commission of Grand Rapids, Minnesota, do hereby certify that the attached copy of Resolution No. 02-08-23-01, adopted on February 8, 2023, is a true and correct copy of the original.

---

Its General Manager



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# GRAND RAPIDS WATER TREATMENT PLANT RENOVATION PROJECT

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## Project Summary

The proposed Grand Rapids Water Treatment Plant Renovation Project includes the necessary upgrades to provide the thriving greater Grand Rapids community with reliable, affordable, high-quality, potable water.



## Project Background

- ❖ Grand Rapids Public Utilities (GRPU) provides water service to the cities of Grand Rapids and LaPrairie, and the Itasca Community College/University of Minnesota campus. The population served is ~12,000.
- ❖ The water system relies on five wells and one treatment plant to produce one to two million gallons per day. Treatment consists of aeration, gravity filtration, fluoridation, and zeolite ion exchange for softening.
- ❖ GRPU conducted a Comprehensive Water Plan in 2020 that analyzed the existing water system facilities and evaluated the future needs based on projected growth within the City of Grand Rapids.
- ❖ Expected growth and redevelopment, in and around Grand Rapids, would add approximately 5,600 people and a significant expansion of commercial and industrial users to the GRPU water system.
- ❖ The existing 33-year-old treatment facility, with its original equipment, has served the community well for three decades, but it is reaching the end of its useful life and an upgrade is vital to ensure the ability to serve the future demands of the growing Grand Rapids community without suffering water shortfalls.
- ❖ The 1987 treatment building itself is sound; however, it needs a new roof, HVAC and lighting upgrades.
- ❖ Pre-design investigation shows that through thoughtful process and equipment upgrades, the increased capacity needed can be obtained within the footprint of the existing facilities with this Renovation Project.
- ❖ The Project includes upgrading well pumps to increase well efficiency, and secure well houses will be constructed at two wells as identified in the recent America's Water Infrastructure Act (AWIA) audit.
- ❖ The Project includes upgrades to equipment that has far lower efficiencies than today's pumps. High efficiency pumps with VFDs will not only increase capacity, but will also increase the energy efficiency of the treatment operations and provide an electric bill savings of over \$1,200 per month.
- ❖ The Project includes replacing the outdated motor control center and SCADA instrumentation with modern equipment to help reduce maintenance downtime, improve reliability, and lower operating costs.

# GRAND RAPIDS WATER TREATMENT PLANT RENOVATION PROJECT

## Project Timeline

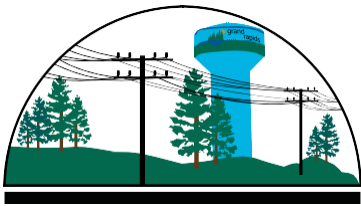
❖ Preliminary Design	August 2021 to February 2022
❖ Design	March 2022 to August 2022
❖ Contractor Bidding and Procurement	September 2022 to October 2022
❖ Construction	November 2022 to December 2023

## Project Cost & Funding

❖ Opinion of cost based on preliminary design	\$5,170,000
❖ GRPU funds (CAPEX replacement funds, rate revenue, bonds)	\$2,670,000
❖ Funding needed	\$2,500,000

## Project Need

- ❖ Grand Rapids is the preferred location for most of the area's future housing development. From 2010 to 2019, Grand Rapids saw a 4.79% increase in population, the highest in the Arrowhead region. [MN State Demographer]
- ❖ In 2020, the City of Grand Rapids permitted \$57.7M in new construction:
  - 19 New Single Family (6 Twin-homes, 6 manufactured, & 7 site built SFD's) - \$3.42M  
(11 in 2018, 16 in 2019, Ten year – year-end average = 12.7)
  - Major New Commercial
    - The Pillars – New Senior Housing Facility – 118 units - \$17M
    - Unique Opportunities – New Apartment Building - 48 units - \$3M
    - Aurora Heights – New Apartment Bldg. and Townhomes - \$10.2M
    - Grand Rapids Hotel Properties – New 82 Room Hotel - \$7.2M
    - Grand Rapids Sawmill Retail – New 3-Tenant Strip Mall - \$1.5M
  - New Institutional
    - ICC – New Student Center/Remodel Media Center – \$3.67M
- ❖ In 2022, a \$4M construction project will begin on the extension of GRPU water and sanitary sewer infrastructure to the former Ainsworth site, a 130-acre industrial park, with the help of a Public Infrastructure Grant from the U.S. EDA, American Rescue Plan monies, and funding from both the cities of Grand Rapids and Cohasset.
- ❖ For GRPU to fund this Water Treatment Plant Renovation Project without State support, the customer water rates would need to increase by over 20% to cover operations, capital and the significant new debt.
- ❖ With the requested \$2.5M in State bonding funds, GRPU could keep the water rate increase closer to 7%.
- ❖ Funding assistance for this Project is essential to keep water rates affordable for the GRPU customers. The 2020 census data shows that the median household income for Grand Rapids residents (\$48,287) is 35% below the state median household income (\$74,593).



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Item 17.

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## ADMINISTRATION DEPARTMENT MONTHLY REPORT February 2023 Commission Meeting

### **Staffing**

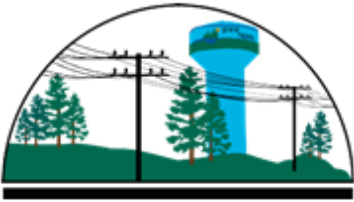
- Recognized monthly peer-to-peer employee appreciation awards (Tony Jr., Doug T, Rob).
- Chad Troumbly accepted a written offer for the Electric Department Manager with a start date of Feb 8.

### **Community Involvement**

- Climate Action Plan / GreenSteps Assessment / Gold Leaf Program work with ICET volunteers.

### **Governance**

- Rotating Department Head Presentation Schedule
  - 8-Feb Water & Wastewater
  - 8-Mar Business Services
  - 12-Apr Electric
  - 10-May Administration
  - 14-Jun Water & Wastewater
  - 12-Jul Business Services
  - 9-Aug Electric
  - 13-Sep Administration
  - 11-Oct Water & Wastewater
  - 8-Nov Business Services
  - 13-Dec Electric
- Tentative Work Session Topic Schedule – standard items also include AP List & Reporting discussion
  - 22-Feb Business Services Policies
  - 22-Mar Governance / Strategic Planning
  - 26-Apr Water & Wastewater Policies
  - 24-May Financial Audit Review
  - 28-Jun Citywide Bus Tour
  - 26-Jul Joint with City Council
  - 23-Aug Business Services Policies
  - 27-Sep Water & Wastewater Policies
  - 25-Oct Electric Policies
  - 22-Nov Budget Discussion



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## **BUSINESS SERVICES DEPARTMENT MONTHLY REPORT February 2023 Commission Meeting**

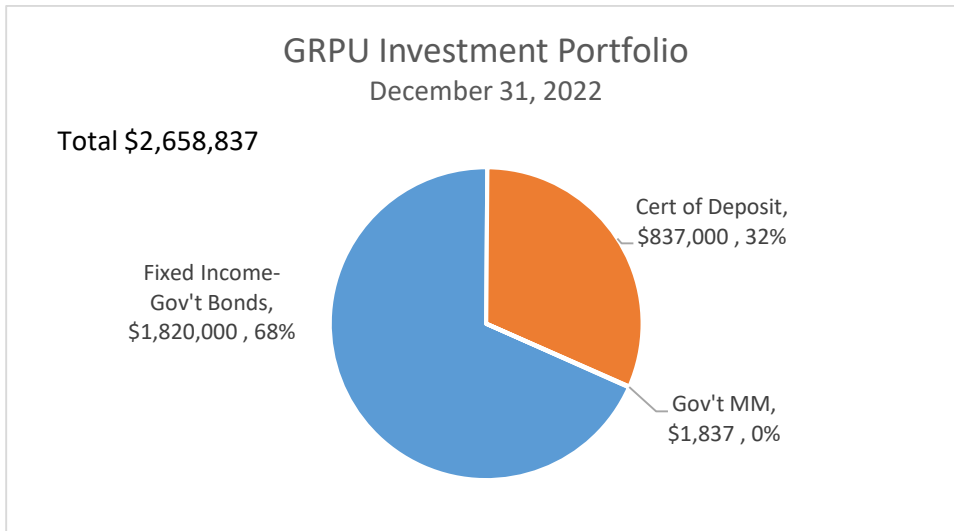
### ***SAFETY***

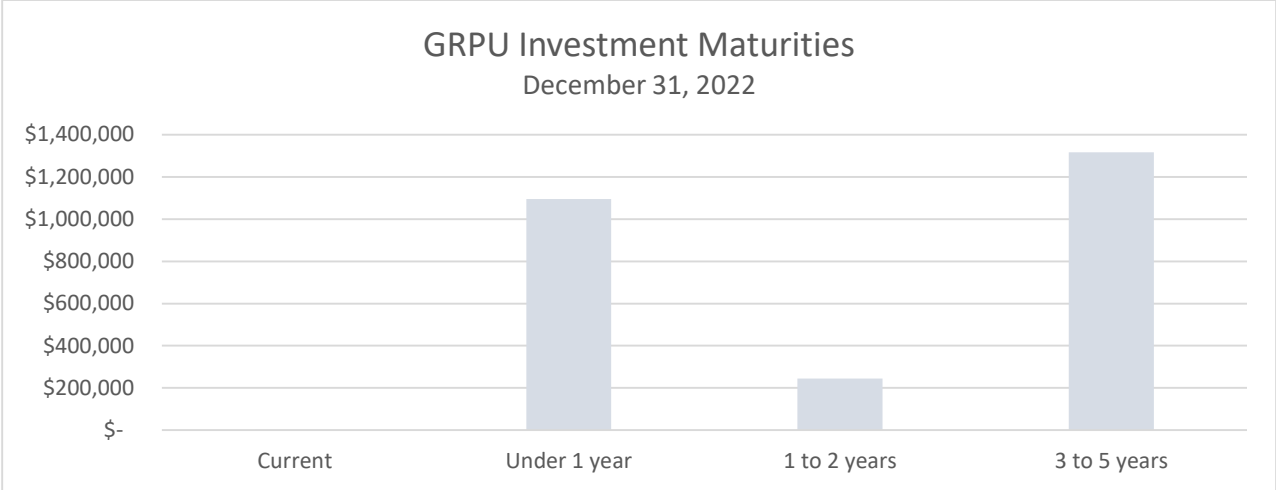
### ***RELIABILITY***

### ***CUSTOMER SERVICE***

Governments have a fiduciary responsibility in managing their funds, including the ongoing management and monitoring of investment activity. Developing a public funds investment program is essential to effective financial management, and it sets the foundation for creating protocols and internal controls, constructing and managing the portfolio, navigating changing economic conditions, and communicating information. The Business Services Manager will review current policies and present a revised best practices public funds investment program for consideration in 2023.

### **SAFETY OF ASSETS – INVESTMENTS**

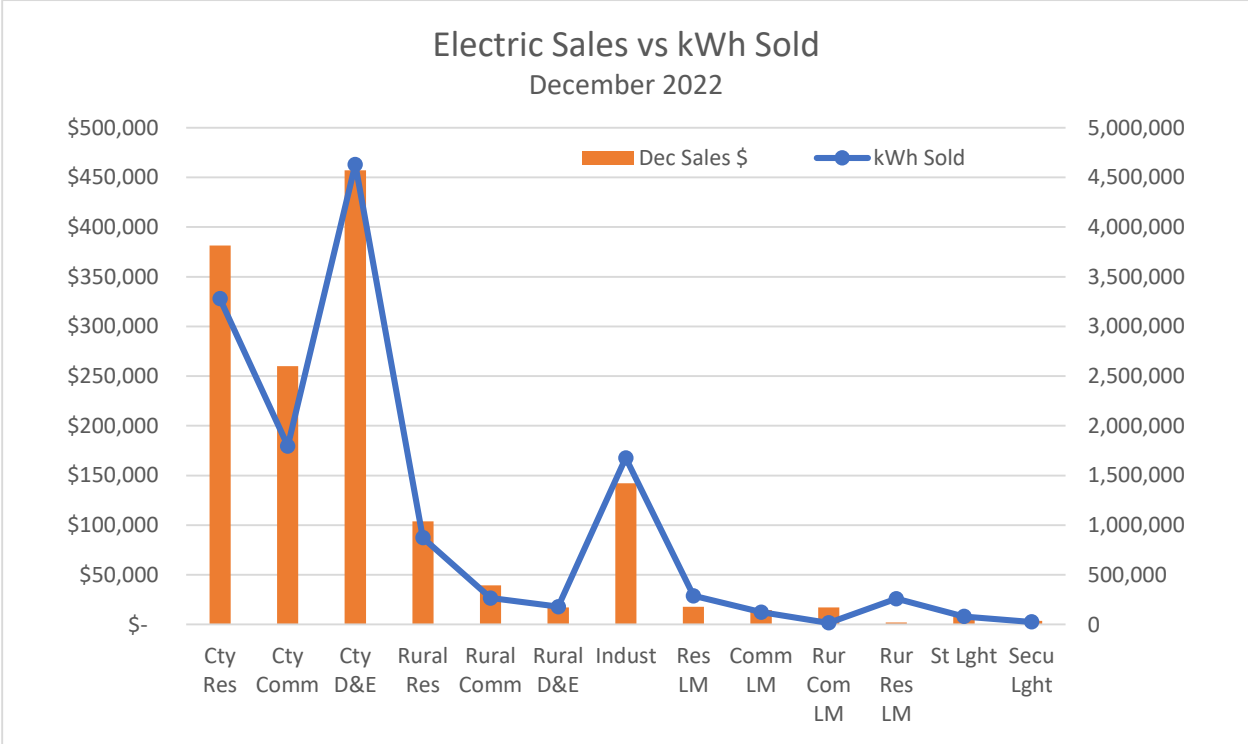


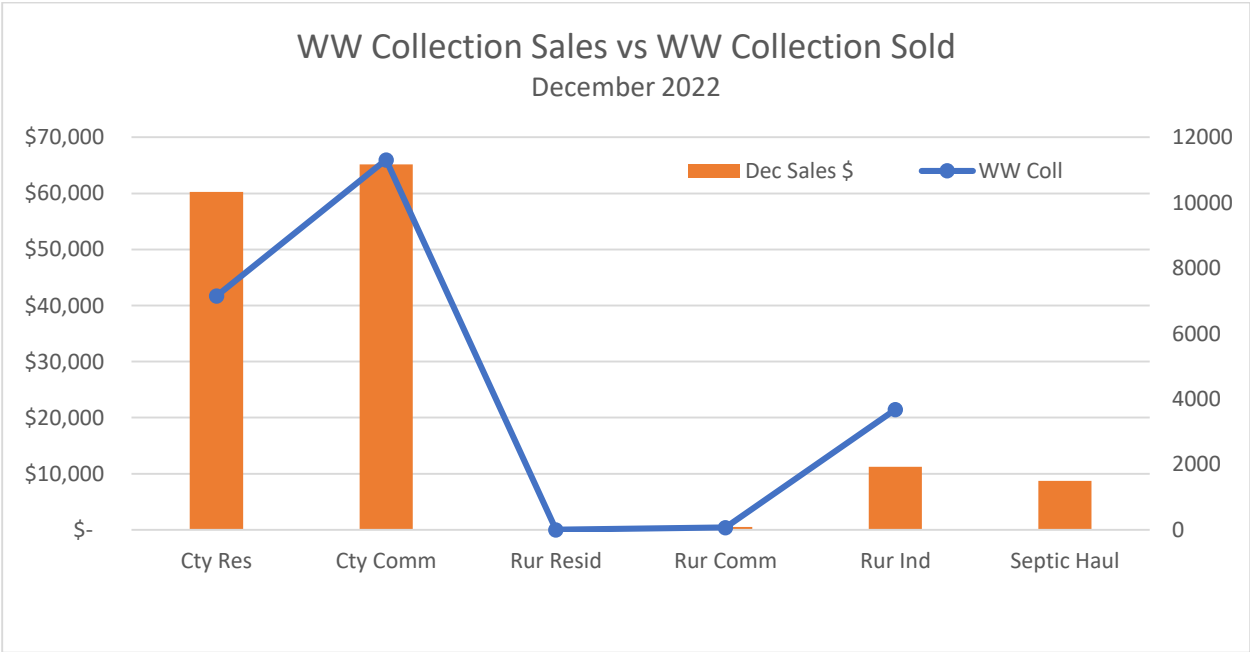
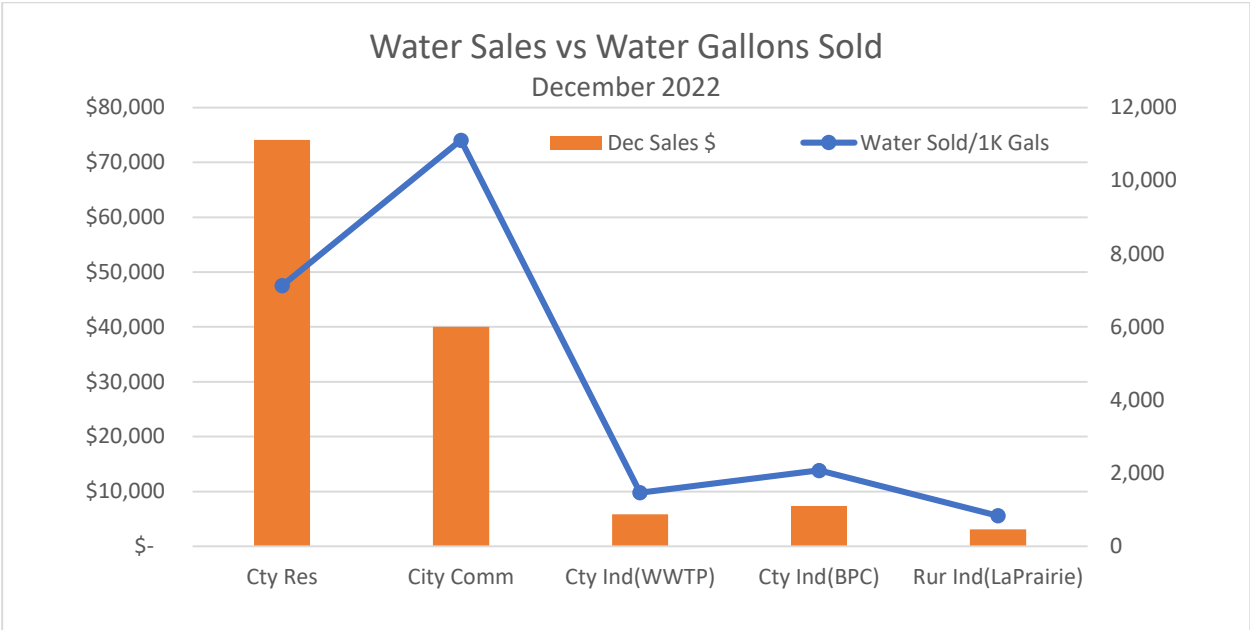


Dave Berg Consulting, LLC has undertaken a study of the retail rates GRPUC charges its customers for electric, water and domestic wastewater service. Reports were provided for each utility summarizing the analyses undertaken and the resulting recommendations for changes to the existing rates. The first year (2023) rate recommendations result in a reduction in average electric bills of 5.4% and increases of 15% for water and 5% for domestic wastewater. The approved new rates for electric, water, and wastewater collection were implemented with January 2023 consumption billed in February.

**CUSTOMER SERVICE – SALES VERSUS UNITS SOLD**

Below are graphics for December 2022 sales by utility versus their respective units sold for same month.





**RELIABILITY – UPDATE ON NEW ENTERPRISE RESOURCES PLANNING SOFTWARE**

The request for proposal document has the following language in the purpose/objectives section. The entire RPF is located on the City and GRPU websites.

*Grand Rapids sees value in the combined group seeking a single, shared platform to conduct its operations and share information with each other. Given the amount of natural*



*cooperation, Grand Rapids seeks software to use as a tool to help leverage better collaboration across the organizations.*

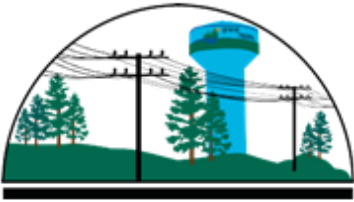
*Grand Rapids also seeks professional services to configure, install, and implement a new software along with the necessary change management, process improvement, and training generally required of these types of projects.*

*More specifically, Grand Rapids expects the vendor to assist the organizations to meet the following objectives in preparation of this project:*

- Create operating efficiencies across organizations*
- Improve on end users' ability to easily get information*
- Eliminate/reduce paper*
- Improve customer service*
- Eliminate tracking of information outside of ERP software*

The joint RFP was released January 6, 2023 to approximately 92 possible vendors, a pre-proposal meeting was held on February 2, 2023 and the RFP responses are due on February 10, 2023. There were approximately seven vendors who participated in the pre-proposal meeting asking very specific questions of the City and GRPU with the following themes: (1) importance of transparency and customer interactions; (2) self-service portals for customers; (3) interface with utility billing, OMS, AMI, and GIS.

The new ERP software will allow the City and GRPU to have data which is easier to access and increased reliability.



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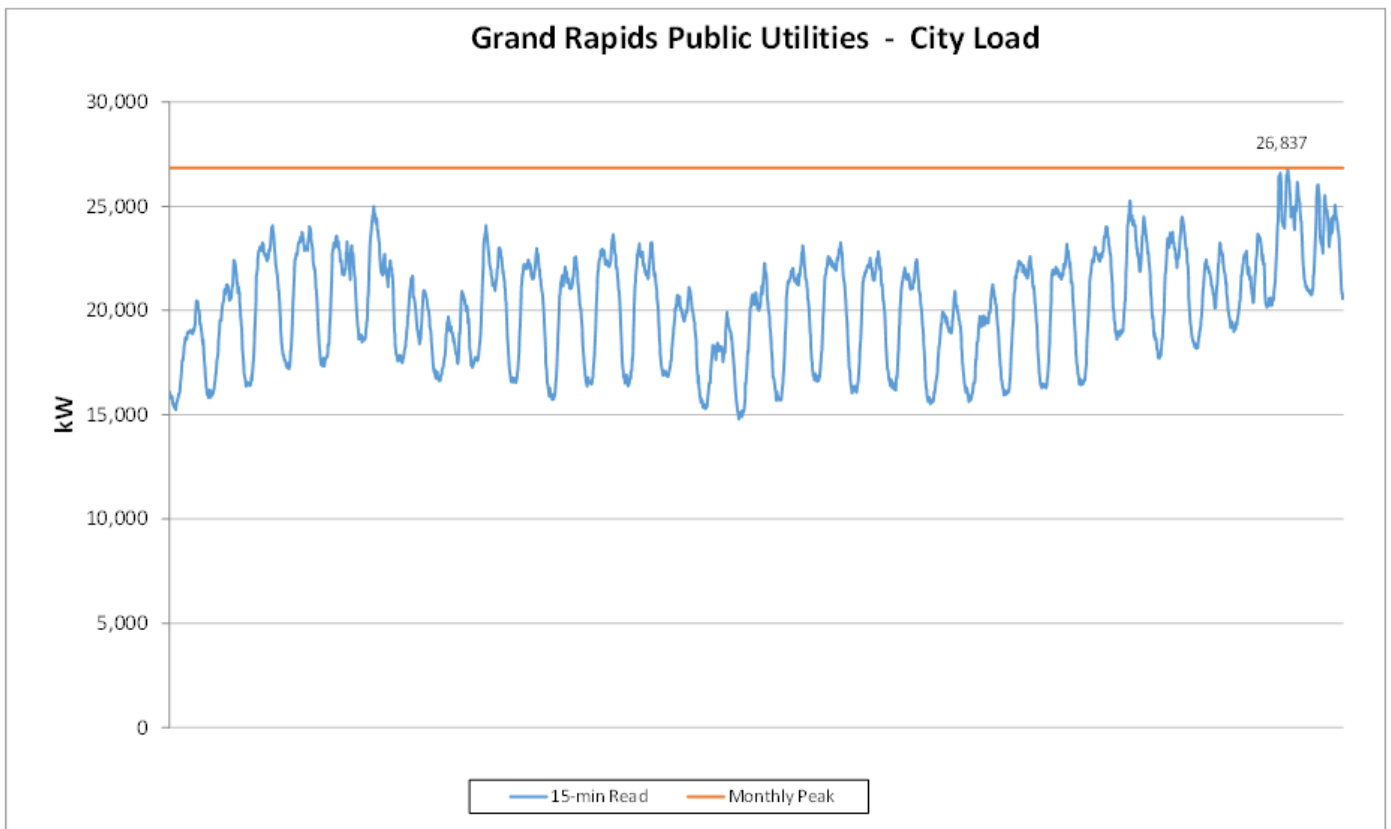
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## **ELECTRIC DEPARTMENT MONTHLY REPORT February 2023 Commission Meeting**

### **Reliability Report Last Month**

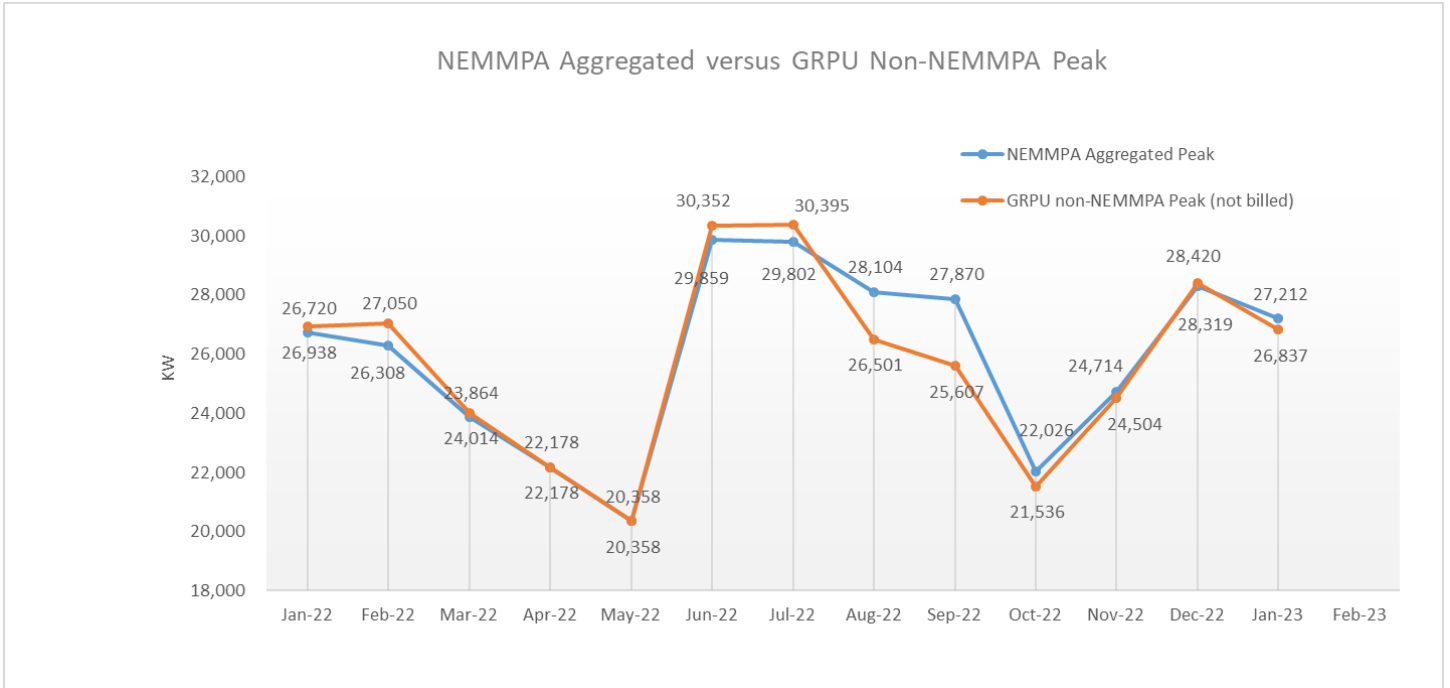
We are working on creating the reports from our new OMS software that will be presented in future months.

### **Electric Load Graph Last Month**



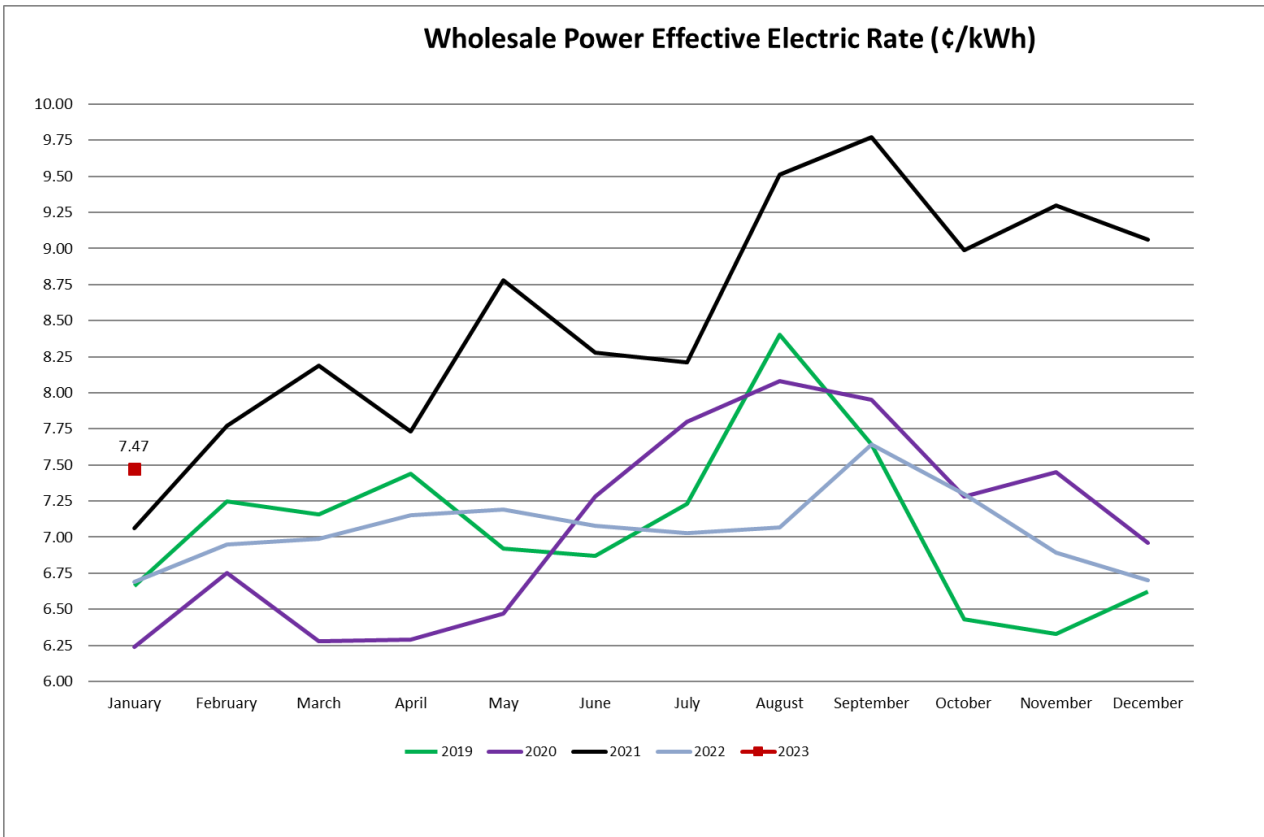
**NEMMPA vs. non-NEMMPA Peak Last Month**

The attached graph shows the aggregated NEMMPA peak versus non-NEMMPA peak.



**Effective Wholesale Electric Power Rate Last Month**

The attached graph shows the effective wholesale electric rate for last month including the \$28,960 base energy true-up from 2022. The effective rate without the true-up would be 7.28¢/kWh.

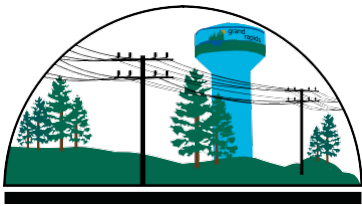


## Capital and Operations Project Summary

Agency					Amount	Percent
Lead	Dept	Proj Desc	Proj #	Budget	Spent	Complete
GRPU	ELEC	Distribution System Transformers	ELEC2306	\$150,000	\$0	0%
GRPU	ELEC	Crystal Springs Conversion	ELEC2135	\$146,000	\$0	0%
GRPU	ELEC	Reliability Upgrades	ELEC2314	\$100,000	\$0	0%
GRPU	ELEC	Tree Trimming	EOPS	\$100,000	\$0	0%
GRPU	ELEC	Backyard Machine	ELEC2318	\$90,000	\$0	0%
GRPU	ELEC	OH Replacements	ELEC2304	\$60,000	\$0	0%
GRPU	ELEC	Power Pole Replacement	ELEC2311	\$50,000	\$0	0%
GRPU	ELEC	Distribution System Services	ELEC2301	\$40,000	\$0	0%
GRPU	ELEC	SW 1st Avenue Conversion	ELEC2317	\$30,000	\$0	0%
GRPU	ELEC	UG Replacements	ELEC2305	\$30,000	\$0	0%
GRPU	ELEC	Maple Street Conversion	ELEC2316	\$29,000	\$0	0%
GRPU	ELEC	AMI Meters	ELEC2307	\$25,000	\$0	0%
GRPU	ELEC	Security Lighting	ELEC2303	\$13,996	\$0	0%
GRPU	ELEC	Duel Fuel Services	ELEC2302	\$2,560	\$0	0%
City	ELEC	21st St & Forest Hills Dr	EOPS			
Developer	ELEC	Ainsworth Site Transformer	EOPS		\$0	0%
GRPU	ELEC	CSC Generator	EOPS			
GRPU	ELEC	East Sub Rewire	EOPS		\$0	0%
City	ELEC	Forest Lake School Site Housing	EOPS			
Developer	ELEC	Newman Campground - LaPrairie	EOPS			
City	ELEC	Sylvan Bay Area Reconstruction	EOPS			

### **Status Definitions**

- Not Started - no human or financial resources utilized
- In Progress - time or money spent on the project
- In Service - operational but final close out needed
- Completed - done and closed out
- On Hold - waiting on some type of significant action



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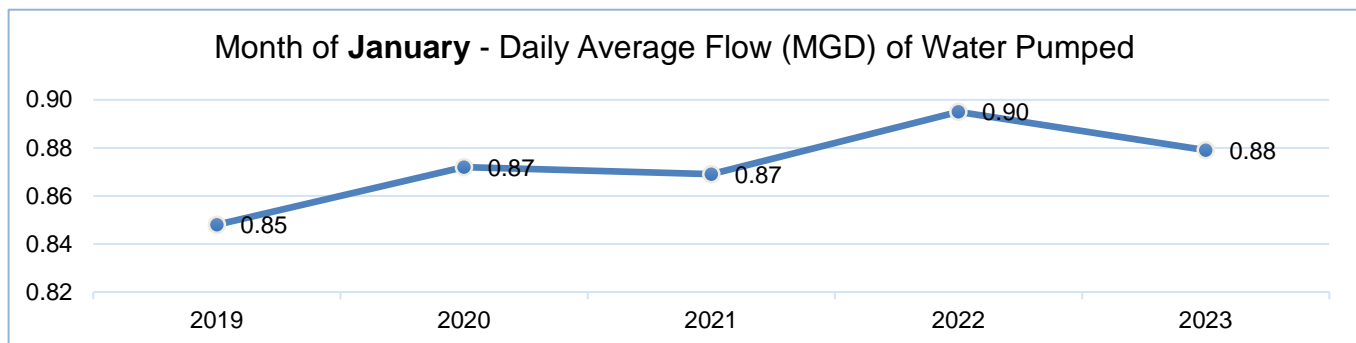
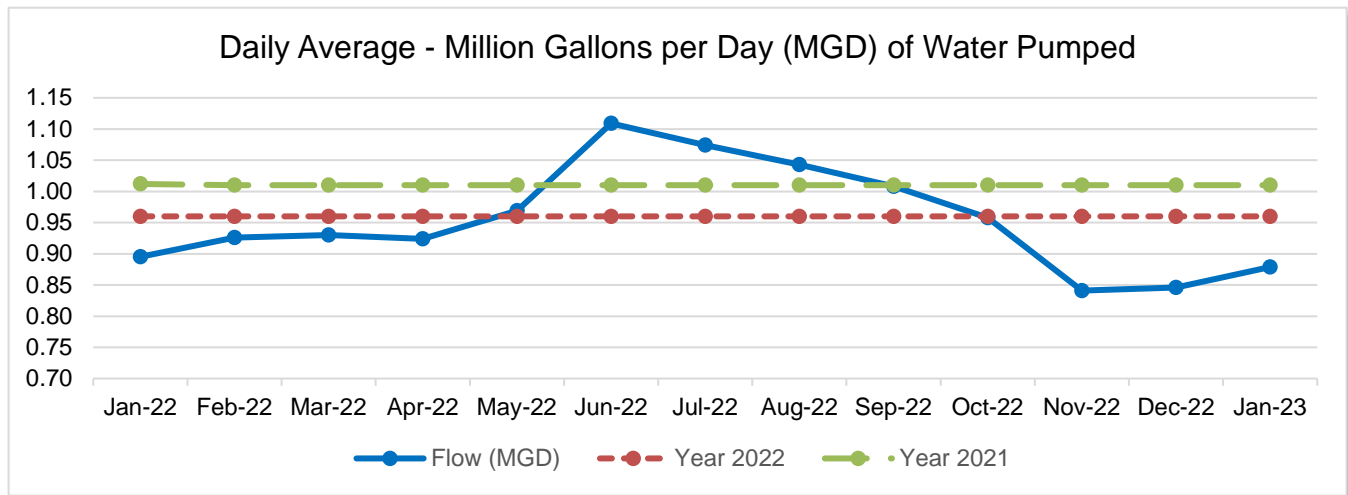
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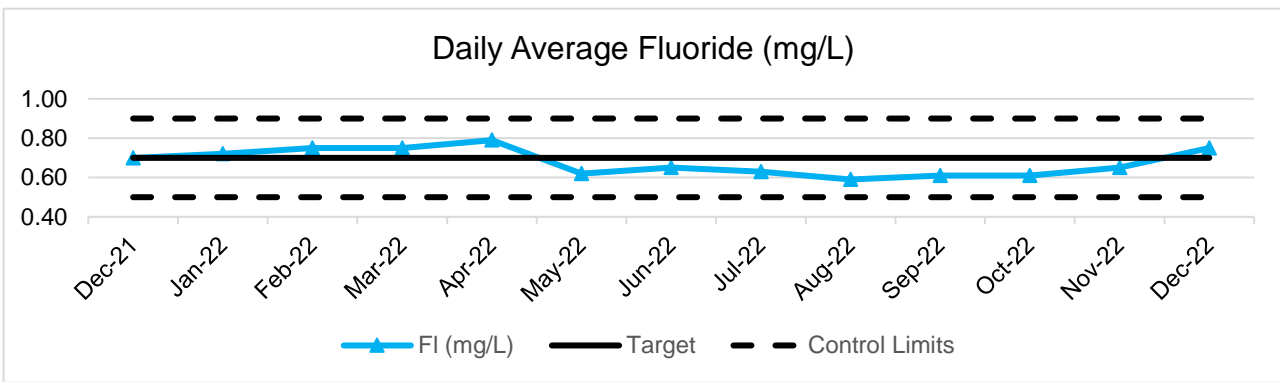
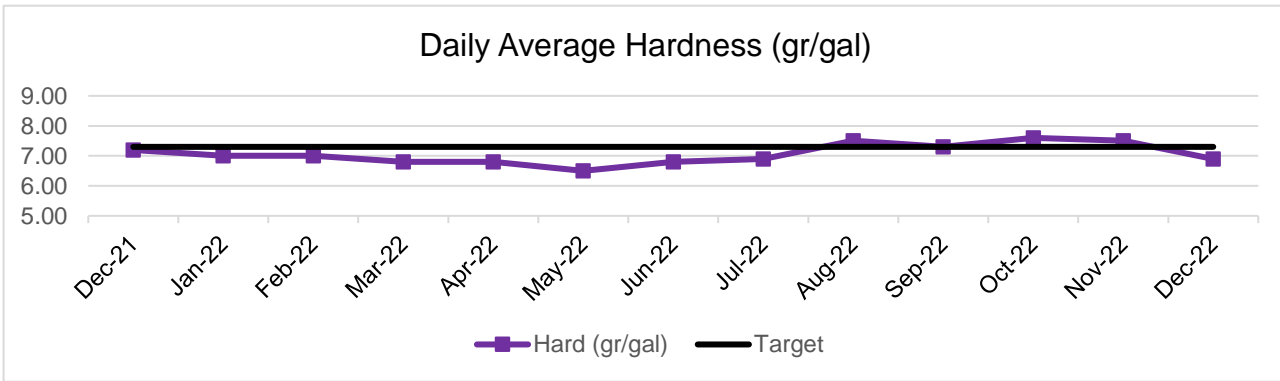
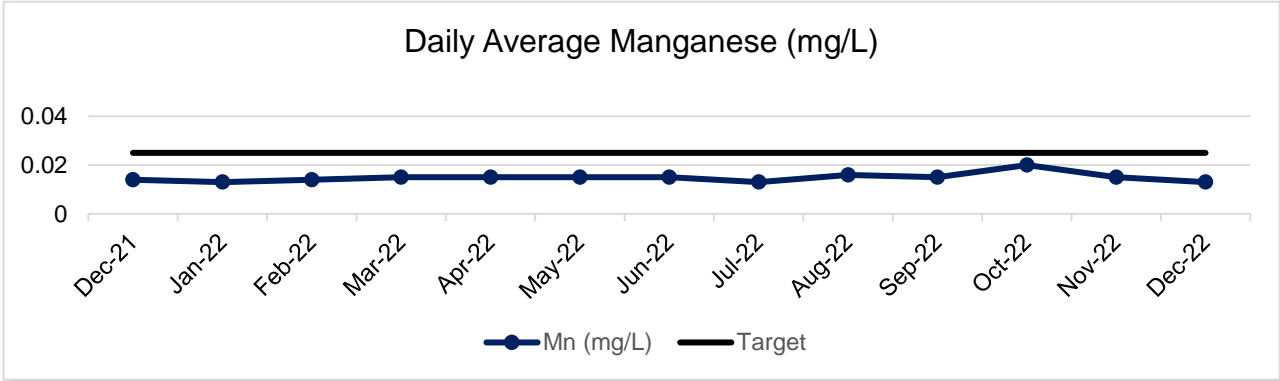
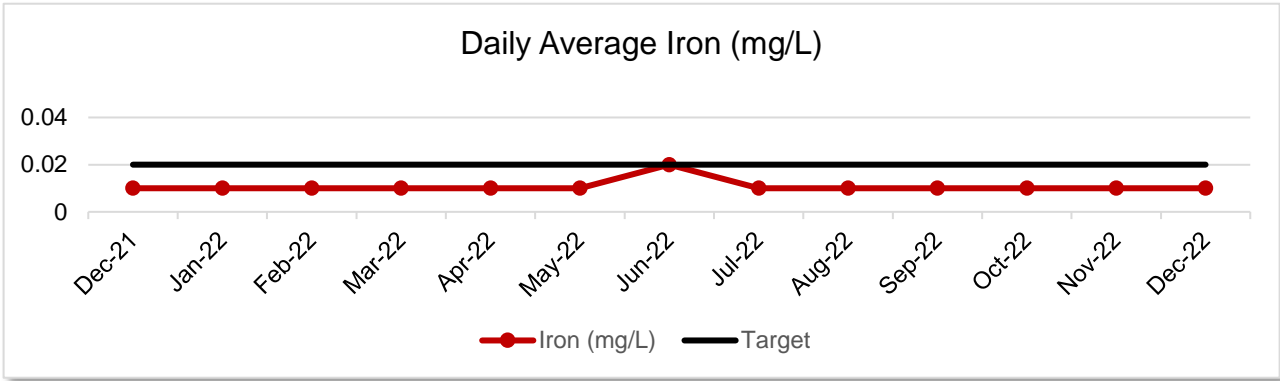
## WATER UTILITY MONTHLY REPORT February 2023 Commission Meeting

### Water Operations

The water plant pumped an average of 0.88 million gallons of water per day (MGD) with a peak of 0.97 million gallons during last month which is typical for this time of the year.

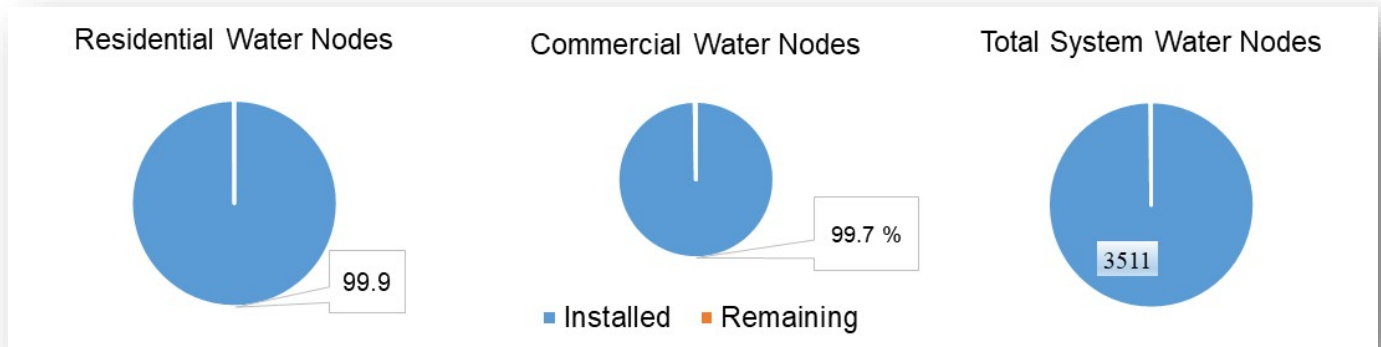


All water quality analysis was normal for the month as seen in the graphs below.



## AMI Water Install Last Month

We installed 9 water nodes in residential routes. We currently have 3511 (99%) active water nodes installed in the system. **We have 1 residential and one commercial install left to complete the project!**



## Capital and Operations Project Summary

Agency Lead	Dept	Proj Desc	Proj #	Budget	Amount Spent	Percent Complete	Status
GRPU	WATER	Water Plant Renovations	WATR2213	\$4,943,400	\$0	0%	Not Started
City	WATER	Sylvan Overlays	WATR2306	\$1,202,000	\$20,000	0%	In Progress
GRPU	WATER	Category 1 - Piping Repairs	WATR2312	\$350,000	\$0	0%	Not Started
GRPU	WATER	South Tower Coating Repairs	WATR2310	\$150,000	\$0	0%	Not Started
GRPU	WATER	Curb Stop Replacements	WATR2305	\$100,000	\$0	0%	Not Started
City	WATER	Paradise Park	WATR2313	\$85,000	\$0	0%	Not Started
City	WATER	River Road Roundabout	WATR2311	\$82,455	\$0	0%	Not Started
GRPU	WATER	High Service Pump Controls	WATR2005	\$60,000	\$0	0%	Not Started
GRPU	WATER	Well 2 Rehabilitation	WATR2004	\$55,000	\$0	0%	Not Started
GRPU	WATER	WTP Security	WATR2108	\$43,000	\$0	0%	Not Started
GRPU	WATER	Mid-Tower Coating Repairs	WATR2107	\$38,000	\$0	0%	Not Started
GRPU	WATER	Fire Hydrant Repairs	WATR2209	\$35,000	\$0	0%	Not Started
GRPU	WATER	Radio Communication Upgrades	WATR2308	\$30,000	\$0	0%	Not Started
GRPU	WATER	Booster Station Panel View	WATR2302	\$30,000	\$0	0%	Not Started
GRPU	WATER	WTP Turbidity Meters	WATR2207	\$30,000	\$0	0%	Not Started
GRPU	WATER	WTP Flow Meters	WATR2204	\$30,000	\$0	0%	Not Started
GRPU	WATER	WTP Main Valve	WATR2212	\$22,500	\$0	0%	Not Started
GRPU	WATER	WTP Valve Updates	WATR2304	\$20,000	\$0	0%	Not Started
GRPU	WATER	WTP Sewage Ejector System	WATR2206	\$20,000	\$0	0%	Not Started
GRPU	WATER	Replace Fiber (SH to City Hall)	WATR2309	\$15,000	\$0	0%	Not Started
GRPU	WATER	WTP Communication with Wells	WATR2211	\$15,000	\$0	0%	Not Started
GRPU	WATER	WTP Aerator Media	WATR2208	\$12,000	\$0	0%	Not Started
GRPU	WATER	WTP Sludge Pump	WATR2205	\$11,000	\$0	0%	Not Started
GRPU	WATER	Hydrant Meters	WATR2203	\$8,700	\$0	0%	Not Started
GRPU	WATER	WTP Backwash Valve	WATR2307	\$5,000	\$0	0%	Not Started

### Status Definitions

Not Started - no human or financial resources utilized

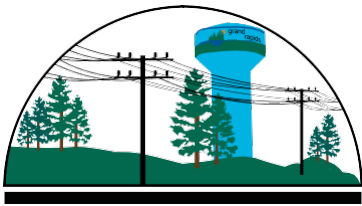
In Progress - time or money spent on the project

In Service - operational but final close out needed

Completed - done and closed out

On Hold - waiting on some type of significant action





**GRAND RAPIDS  
PUBLIC UTILITIES**

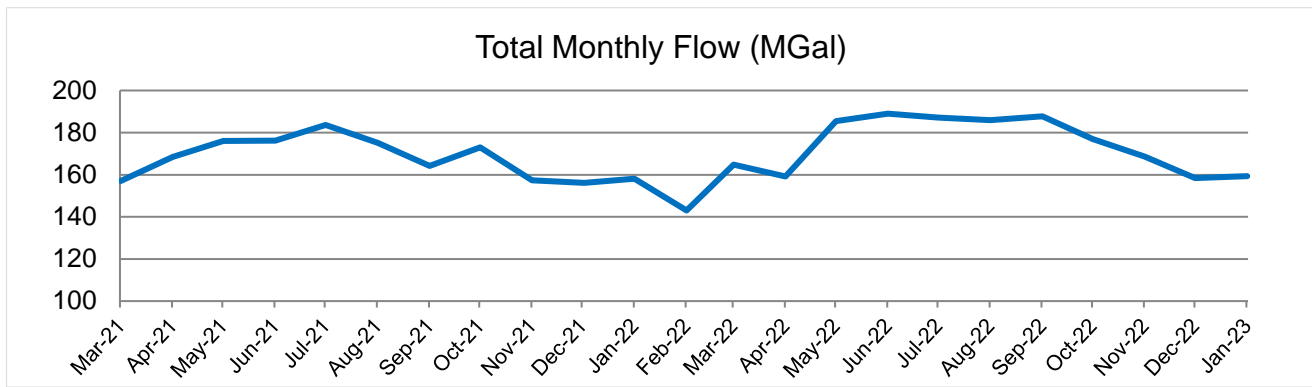
*Service is Our Nature*

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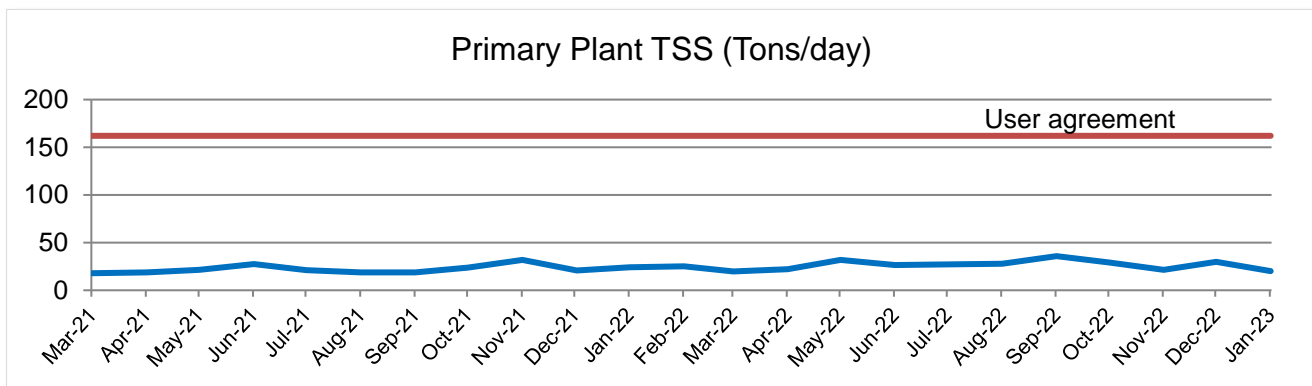
## WASTEWATER UTILITY MONTHLY REPORT February 2023 Commission Meeting

### 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 99.5% of the Total Suspended Solids (TSS) and 99.5% Biochemical Oxygen Demand (cBOD).



	Design Limits (monthly AVG)	Actual Results
<u>Primary Plant</u>		
Flow (MGD)	13.25	3.9
TSS (Tons/day)	162	20.1
TSS Peak (Tons/Day)	284	52.5

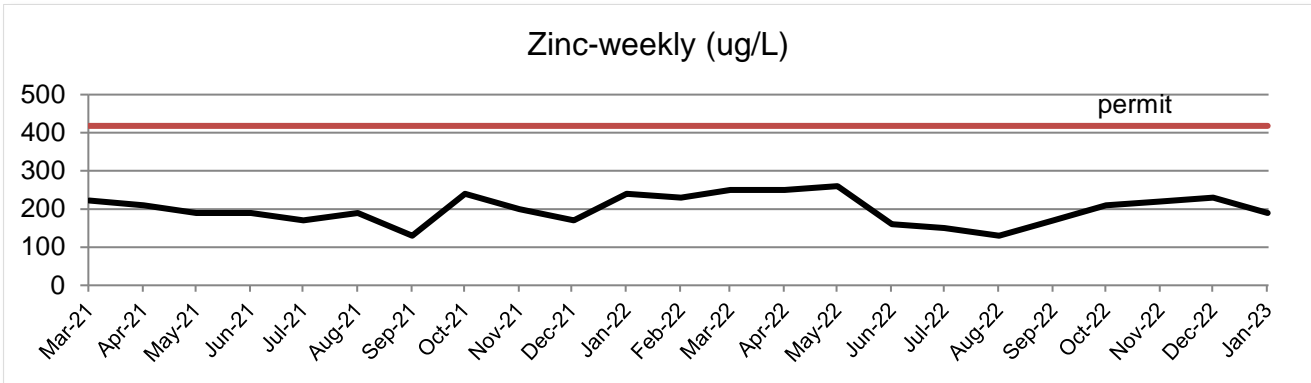
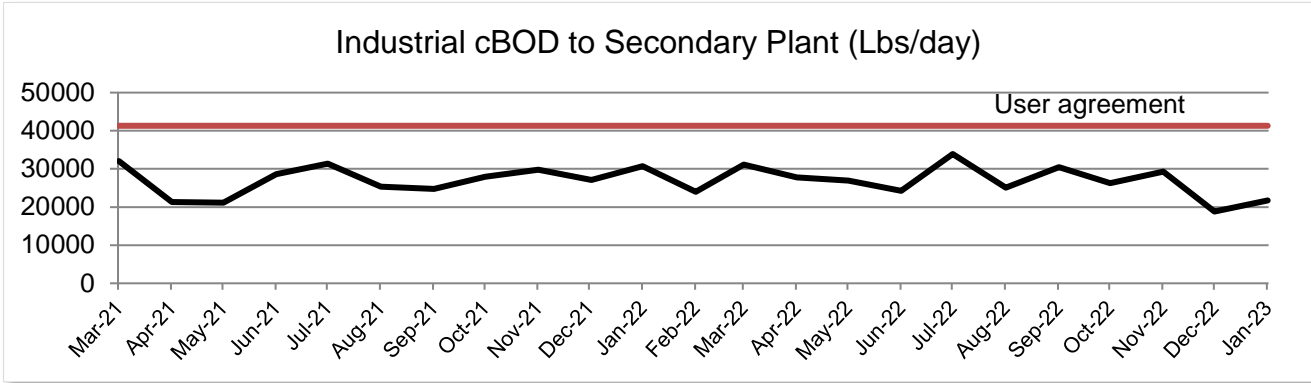


Design Limits  
(monthly AVG)

Actual Results

Secondary Plant

Flow (MGD)	15.25	5.1
cBOD (lbs/Day)	41,300	24,260
Peak cBOD (lbs/Day)	57,350	35,633
Zinc-weekly (ug/L)	418	190
% GRPUC		23.7%

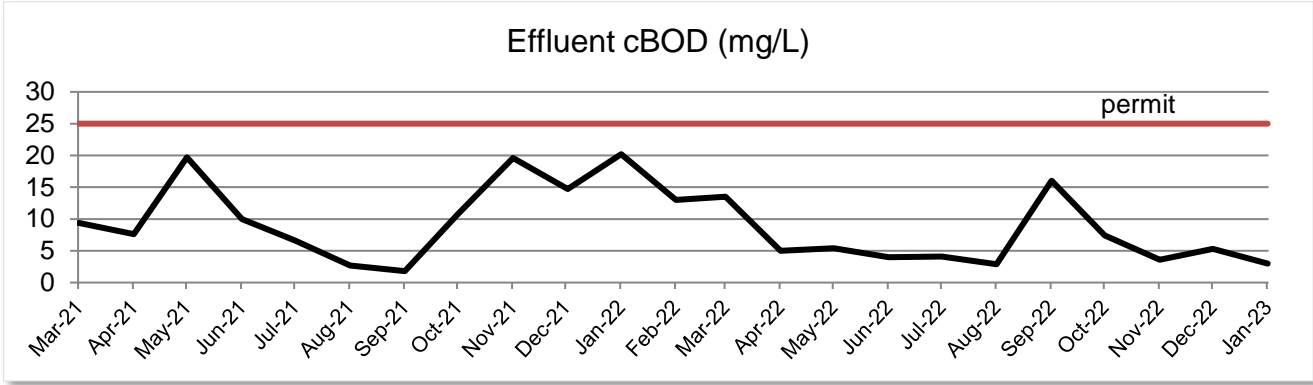
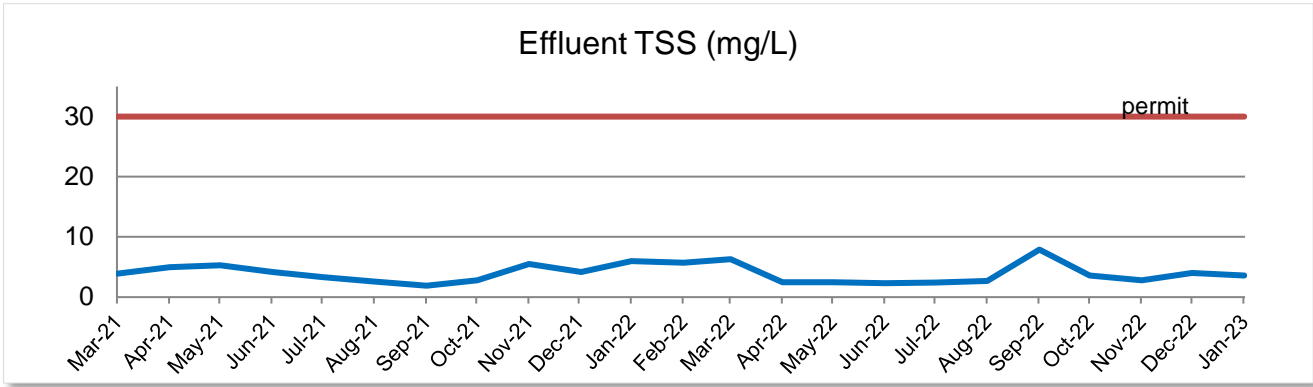


Permit Limits  
(monthly AVG)

Actual Results

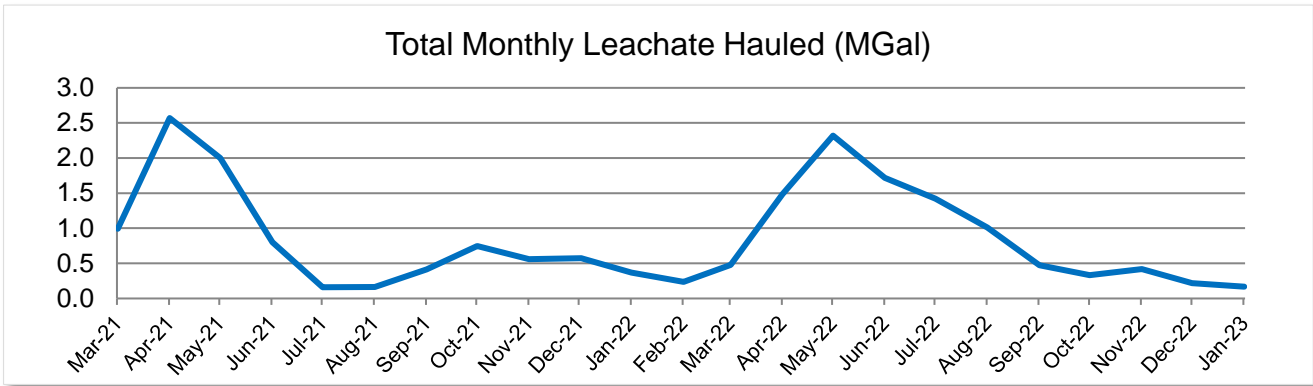
Effluent

TSS (mg/L) – monthly average	30	3.6
cBOD (mg/L) – monthly average	25	3.0
Dissolved Oxygen (mg/L)	>1.0	9.2



**Sludge Landfill Operations**

- 0.17 million gallons of leachate were hauled last month which is typical for the month of January.
- 3,888 cubic yards of sludge solids were hauled to the landfill



## Capital and Operations Project Summary

Agency Lead	Dept	Proj Desc	Proj #	Budget	Amount Spent	Percent Complete	Status	Noted Issues / Highlights
GRPU	WWC	Lift Station Pumps	WWCO2005	\$35,000	\$0	0%	Not Started	
City	WWC	Sylvan Overlays	WWCO2310	\$1,010,000	\$0	0%	Not Started	
GRPU	WWC	Lift Station 8 Controls Update	WWCO2601	\$35,000	\$0	0%	Not Started	
City	WWC	River Road Roundabout	WWCO2312	\$210,959	\$0	0%	Not Started	
GRPU	WWC	Lift Station 2 Flow Meter	WWCO2309	\$8,000	\$0	0%	Not Started	
GRPU	WWC	Category 1 - Piping Repairs	WWCO2308	\$350,000	\$0	0%	Not Started	
GRPU	WWC	Lift Station 6 I/I Repairs	WWCO2307	\$35,000	\$0	0%	Not Started	
GRPU	WWC	Lift Station 2 Pump	WWCO2305	\$25,000	\$0	0%	Not Started	
GRPU	WWC	Lift Station 9 Controls Update	WWCO2304	\$35,000	\$0	0%	Not Started	
GRPU	WWC	Jetting Camera	WWCO2303	\$60,000	\$0	0%	Not Started	
City	WWC	6th Ave NW (4th-5th)	WWCO2302	\$52,000	\$0	0%	Not Started	
GRPU	WWC	Lift Station 3 - Generator and Switch	WWCO2208	\$32,825	\$0	10%	In Progress	
GRPU	WWC	Lift Station 2 - Generator and Switch	WWCO2207	\$36,490	\$0	10%	In Progress	
GRPU	WWC	Clinic Lift Alarm Agent	WWCO2103	\$20,000	\$0	0%	Not Started	
GRPU	WWC	Manhole Replacements	WWCO1805	\$20,000	\$0	0%	Not Started	
GRPU	WWC	Mains and Services	WWCO1804	\$15,000	\$0	0%	Not Started	
GRPU	WWC	Jetting		\$150,000	\$0	0%	Not Started	
GRPU	WWT	Rebuild Domestic Screen	WWDO1801	\$150,000	\$0	0%	Not Started	
GRPU	WWT	Bleach Tank Replacement	WWSP2302	\$50,000	\$0	0%	Not Started	
GRPU	WWT	Septic Hauler Dump Station	WWSP2301	\$350,000	\$0	0%	Not Started	
GRPU	WWT	Secondary Aeration Basin Mixer Repairs	WWSP1804	\$175,000	\$0	0%	Not Started	
GRPU	WWT	Replace Fiber ASV to CSC	WWSC2301	\$54,000	\$0	0%	Not Started	
GRPU	WWT	Landfill Phase Pumps	WWSD2302	\$18,000	\$0	0%	Not Started	
GRPU	WWT	Landfill Cover Work Ph 1-4, Ket D	WWSD2301	\$250,000	\$0	0%	Not Started	
GRPU	WWT	Leachate Phase Pump	WWSD2101	\$8,000	\$0	0%	Not Started	
GRPU	WWT	WWTP Alarm Agent	WWPP2304	\$6,500	\$6,000	25%	In Progress	
GRPU	WWT	Primary Plant Sludge Pumps	WWPP2303	\$28,000	\$0	0%	Not Started	
GRPU	WWT	Screw Press VFD	WWPP2302	\$8,000	\$0	0%	Not Started	
GRPU	WWT	Primary Sludge Pump VFD	WWPP2301	\$24,000	\$0	0%	Not Started	
GRPU	WWT	Forks for Front End Loader	WWPP2202	\$12,000	\$0	0%	Not Started	
GRPU	WWT	Sludge Screw Conveyor - Screw	WWPP2103	\$50,000	\$0	0%	Not Started	
GRPU	WWT	Painting Primary Clarifiers	WWPP2003	\$40,000	\$0	0%	Not Started	
GRPU	WWT	Demo of old Primary Plant	WWPP2001	\$50,000	\$0	0%	Not Started	
GRPU	WWT	Replace Fiber Segment 1	WWSH2302	\$12,000	\$0	0%	Not Started	
GRPU	WWT	VFD Upgrades for Lift Pumps	WWSH2301	\$12,000	\$0	0%	Not Started	
GRPU	WWT	Trash Compactor	WWDO2302	\$50,000	\$0	0%	Not Started	
GRPU	WWT	Flow Meter for Domestic Flow	WWDO2301	\$7,000	\$0	0%	Not Started	

# Grand Rapids Public Utilities

February 8, 2023 Commission Meeting

Department Head Presentation

Steve Mattson – Water & Wastewater Department Manager





# GRPU Water – Non-Revenue Water & Unaccounted Flow

Water that is lost due to leaks, waste or theft.

DNR establishes goal of 10%

## GRPU

2021 = 13.3%    2019 = 9.6%  
2020 = 12.4%    2018 = 11.4%

## Recognition

Gold Club Utilities – large utilities reporting reasonable data four years in a row

Grand Meadow, City Of	Grand Rapids, City Of
Granite Falls, City Of	Greenfield, City Of

## How to improve it

New meters, leak studies, AMI (data analysis)  
process control WTP.

2023 Capital – WTP Flow meters \$30,000

Other projects within WTP renovation project



# GRPU Wastewater— Future Sanitary Sewer Jetting Plan

Goals: Televising entire system

Qualify for no-fault insurance (LMCIT)

Better manage the collection system

Collab with city - replace bad areas



2023 Capital – Spare Camera and Rover \$55,000





# Questions / Comments

February 8, 2023 Commission Meeting

Department Head Presentation

Steve Mattson – Water & Wastewater Department Manager

