



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION

## MEETING AGENDA

Wednesday, August 26, 2026

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, August 26, 2026 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 July 8, 2026 Work Session, the July 15, 2026 Closed Meeting and the July 22, 2026 Regular Meeting Minutes.

**VERIFIED CLAIMS:**

2. Consider a motion to approve \$575,595.79 in verified claims for August 2026.

**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 confirm filling the Electrician position with the preferred candidate, Mr. Logan Anderson.
4. Consider a motion to ratify the quote with Emergent Software for email and collaboration platform licensing in the amount of \$23,992.80.
5. Consider a motion to ratify Ordering Document US-21967838 with Oracle in the amount of \$18,128 for the NSPB Phase II design.
6. Consider a motion to approve the Amended and Restated Facility Study Agreement with Minnesota Power for the Tioga Substation Expansion Project (ELCP5038), including a \$10,000 change order to complete the final project deliverable.
7. Consider a motion to approve Change Orders 1 and 2 with Castrejon Inc for the 12th & 14th Avenue Project (ELCP5043) for a net increase of \$70 to the project 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.

**OPERATIONS & CAPITAL BUSINESS:**

- [8.](#) Operations & Capital Updates
- [9.](#) Consider a motion to confirm the resignation of Water-Wastewater Manager Steve Mattson, approve the Operations Manager job description and authorize staff to begin recruitment.
- [10.](#) Consider a motion to confirm the hiring of Mark Saunders as a temporary part-time WWTP Laboratory Technician.

#### CONTRACTS:

- [11.](#) Consider a motion to approve the Scope of Work with HDR Engineering for an amount not to exceed \$106,059 for the Electric System Study and authorize the General Manager to sign the Agreement.
- [12.](#) Consider a motion to approve Change Order 1 with ABM Equipment in the amount of \$39,009 for the Electric Utility Bucket Truck (ELCP5039) and authorize the General Manager to sign the Change Order.
- [13.](#) Consider a motion to approve the procurement contract with TNT Construction Group for the emergency repair of sanitary main on Highway 2 in the west end of Grand Rapids for \$59,437.20 and allow the General Manager to sign the contract.
- [14.](#) Consider a motion to approve the procurement contract with TNT Construction Group for replacing eight fire hydrants throughout Grand Rapids for \$86,575 and allow the General Manager to sign the contract.

#### REPORTS:

- [15.](#) Monthly Reports

#### ADJOURNMENT:

The next Work Session is scheduled for Wednesday, September 9, 2026 at 3:00 PM 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, September 23, 2026 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION WORK SESSION

### MEETING MINUTES

Wednesday, July 08, 2026

3:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Work Session Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, July 8, 2026 at 3:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

**President Stanley called the meeting to order at 3:10 PM.**

CALL OF ROLL:

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

**OTHERS: Julie Kennedy, Steve Mattson, Michael LeClaire, Taylor Bird, Megan Sjostrand**

BUSINESS:

1. Consider a motion to approve \$619,222.91 in verified claims for June and July 2026.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve \$619,222.91 in verified claims for June and July 2026.**

**Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Council Representative Blake**

2. Operations & Capital Updates

**GRPU staff gave a presentation on Operations & Capital Updates**

ADJOURNMENT:

**There being no further business, the meeting adjourned at 4:17 PM.**

Respectfully submitted,

*Megan Sjostrand*

**Megan Sjostrand**



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION  
CLOSED MEETING  
MEETING MINUTES**

**Wednesday, July 15, 2026**

**3:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Closed Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, July 15, 2026 at 3:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

**President Stanley called the meeting to order at 3:00pm.**

CALL OF ROLL:

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

**OTHERS: Megan Sjostrand, Executive/HR Assistant**

BUSINESS:

1. Pursuant to Minnesota Statutes, section 13D.05, subdivision 3(a), the Commission will close the meeting to evaluate the performance of General Manager Julie Kennedy.

**President Stanley stated the closed meeting here today is Pursuant to Minnesota Statute 13D.05, Subd. 3 (a), conduct a closed meeting to evaluate the performance of General Manager Julie Kennedy.**

**Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to close the meeting.**

**Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Council Representative Blake**

**The Commission met to discuss the performance of General Manager Julie Kennedy. The Commission agreed to proceed with the annual performance evaluation process. The Personnel Committee, consisting of President Stanley and Secretary Francisco, will conduct the evaluation and present its final review and recommendations to the Commission upon completion.**

**Motion made by Council Representative Blake, Seconded by Commissioner Smith to close the closed meeting. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Council Representative Blake**

ADJOURNMENT:

**There being no further business, the meeting adjourned at 4:00 PM.**

Respectfully submitted,

*Megan Sjostrand*

Megan Sjostrand



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION

## MEETING MINUTES

Wednesday, July 22, 2026  
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, July 22, 2026 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

**President Stanley called the meeting to order at 4:00 PM.**

CALL OF ROLL:

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

**ABSENT: Secretary Luke Francisco, Council Representative Rick Blake with notice**

**OTHERS: Julie Kennedy, Steve Mattson, Michael LeClaire, Taylor Bird, Megan Sjostrand and Mike Kane**

PUBLIC FORUM:

**No one from the public was present.**

PRESENTATION:

1. Mike Kane, GIS Insurance

**Mike Kane from GIS Insurance provided a presentation on the General Liability and Commercial Property Insurance coverage.**

APPROVAL OF MINUTES:

2. Consider a motion to approve the June 10, 2026 Work Session and the June 24, 2026 Regular Meeting Minutes.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the June 10, 2026 Work Session and the June 24, 2026 Regular Meeting Minutes.**

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

VERIFIED CLAIMS:

3. Consider a motion to approve \$1,480,053.41 in verified claims for July 2026.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve \$1,480,053.41 in verified claims for July 2026.**

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

## COMMISSION REPORTS:

**None.**

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

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 Saxhaug, Seconded by Commissioner Smith to approve the regular agenda as presented.**

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

## OPERATIONS & CAPITAL BUSINESS:

### 4. Operations & Capital Updates

#### **GRPU staff presented the Operations & Capital Updates**

5. Consider a motion to approve the July 1, 2026 renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount up to \$152,544, authorize payment of premium, and authorize the President to sign the annual Liability Coverage Waiver Form accepting the monetary limits on municipal tort liability established by MN SS 466.04.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the July 1, 2026 renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount up to \$152,544, authorize payment of premium, and authorize the President to sign the annual Liability Coverage Waiver Form accepting the monetary limits on municipal tort liability established by MN SS 466.04.**

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

## CONTRACTS:

6. Consider a motion to approve the change order for the Landfill Cover Modification Project contract for the discrepancy in rooting zone material salvaged to Casper Construction, Inc. in the amount of \$93,520 and allow the General Manager to sign the change order.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the change order for the Landfill Cover Modification Project contract for the discrepancy in rooting zone material salvaged to Casper Construction, Inc. not to exceed the amount of \$93,520 and allow the General Manager to sign the change order.**

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

## REPORTS:

### 7. Monthly Reports

**Reviewed the GRPU Monthly Reports**

ADJOURNMENT:

**There being no further business, the meeting adjourned at 4:32 PM.**

**Respectfully submitted,**

*Megan Sjostrand*

**Megan Sjostrand**





## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 26, 2026

**AGENDA ITEM:** Consider a motion to approve \$575,595.79 in verified claims for August 2026.

**PREPARED BY:** Taylor Bird, Finance Manager

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### BACKGROUND:

See attached check registers:

|                                    |                     |
|------------------------------------|---------------------|
| Bill list:                         | \$554,532.23        |
| Bill payments with prior approval: | \$21,063.56         |
| <b>Total</b>                       | <b>\$575,595.79</b> |

### RECOMMENDATION:

Approve \$575,595.79 in verified claims for August 2026.

Grand Rapids Public Utilities  
Meeting Date: 8/26/2026  
GRPU: Bill List

Item 2.

| PUC Meeting Identifier | Vendor                        | Vendor Name                   | Payment Amount   |
|------------------------|-------------------------------|-------------------------------|------------------|
| Commission Meeting     | Frontier Energy Incorporated  | Frontier Energy Incorporated  | 9,737.67         |
| Commission Meeting     | Hawkins Water Treatment Group | Hawkins Water Treatment Group | 8,649.24         |
| Commission Meeting     | SEH                           | SEH                           | 1,271.65         |
| Commission Meeting     | Temporary Vendor- Rebates     | Tara Dingmann                 | 20.00            |
| Commission Meeting     | Temporary Vendor- Rebates     | Ken & Rhonda Sonnenfeld       | 10.00            |
| Commission Meeting     | Temporary Vendor- Rebates     | Rick McDonald                 | 1,000.00         |
| Commission Meeting     | Temporary Vendor- Rebates     | Lynn Lahti-Hommeyer           | 90.00            |
| Commission Meeting     | Temporary Vendor- Rebates     | Thomas Boyd                   | 35.00            |
| Commission Meeting     | Temporary Vendor- Rebates     | Tim & Ann Garvey              | 250.00           |
| <b>Total</b>           |                               |                               | <b>21,063.56</b> |

Grand Rapids Public Utilities  
Meeting Date: 8/26/2026  
Checks/EFT/Auto: 8/7/26-8/20/26  
PUC: Bill Payments w/ Prior Approval

| PUC Meeting Identifier | Name                                                | Sum of Bill Amount |
|------------------------|-----------------------------------------------------|--------------------|
| Prior Approval         | V00048 Emergent Software LLC                        | 7,100.60           |
| Prior Approval         | V00122 RMB Environmental Laboratories Incorporated  | 1,414.80           |
| Prior Approval         | V00161 MN Department of Revenue (Payroll)           | 5,639.38           |
| Prior Approval         | V00164 United States Treasury                       | 392.00             |
| Prior Approval         | V00372 Climate Makers Incorporated                  | 1,903.86           |
| Prior Approval         | V00373 UNUM Life Insurance Company of America       | 3,643.73           |
| Prior Approval         | V00428 Central McGowan                              | 4,043.52           |
| Prior Approval         | V00734 MN Department of Revenue                     | 121,673.00         |
| Prior Approval         | V00965 Northeast Service Cooperative                | 77,553.66          |
| Prior Approval         | V00977 Metro Sales Incorporated                     | 888.45             |
| Prior Approval         | V01002 First Net AT & T Mobility                    | 560.83             |
| Prior Approval         | V01144 Gopher State One Call                        | 268.65             |
| Prior Approval         | V01159 Hawkins Water Treatment Group                | 5,521.61           |
| Prior Approval         | V01173 Sandstrom's Incorporated                     | 416.73             |
| Prior Approval         | V01194 Waste Management of WI MN                    | 4,114.98           |
| Prior Approval         | V01210 Hach Chemicals                               | 56.15              |
| Prior Approval         | V01258 Stuart C Irby Company                        | 1,500.00           |
| Prior Approval         | V01491 Vessco Incorporated                          | 10,061.63          |
| Prior Approval         | V01550 Public Employees Retirement Association      | 18,724.55          |
| Prior Approval         | V01632 Wesco                                        | 5,050.60           |
| Prior Approval         | V01779 MacQueen Equipment Incorporated              | 2,144.00           |
| Prior Approval         | V01900 MN Child Support Payment Center              | 446.70             |
| Prior Approval         | V01916 Davis Petroleum                              | 887.14             |
| Prior Approval         | V02053 Industrial Lubricant Company                 | 321.15             |
| Prior Approval         | V02429 Compass Minerals                             | 5,324.08           |
| Prior Approval         | V02463 AE2S                                         | 2,531.50           |
| Prior Approval         | V02499 Cannon Technologies Incorporated             | 129,168.00         |
| Prior Approval         | V02578 WEX Health                                   | 1,123.75           |
| Prior Approval         | V02585 NCPERS Group Life Insurance                  | 80.00              |
| Prior Approval         | V02700 Internal Revenue Service (Payroll)           | 32,338.72          |
| Prior Approval         | V02710 Ferguson dba Pollardwater                    | 52.44              |
| Prior Approval         | V02790 Customer Refunds Utility Accounts            | 70.17              |
| Prior Approval         | V02850 McMaster Carr                                | 44.37              |
| Prior Approval         | V02892 Radtke James                                 | 5,680.80           |
| Prior Approval         | V02950 Polydyne Incorporated                        | 70,711.20          |
| Prior Approval         | V02991 American Eagle Security Systems Incorporated | 150.00             |
| Prior Approval         | V03135 Procise Solutions Inc                        | 1,202.50           |
| Prior Approval         | V04267 Green Again Lawn & Landscape                 | 15,725.00          |
| Prior Approval         | V04340 Fastenal Company                             | 2,070.36           |
| Prior Approval         | V04434 Voya Institutional Trust Company             | 11,364.62          |
| Prior Approval         | V04442 High Standards LLC                           | 2,567.00           |
| <b>Total</b>           |                                                     | <b>554,532.23</b>  |



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 26, 2026

**AGENDA ITEM:** Consider a motion to confirm filling the Electrician position with the preferred candidate, Mr. Logan Anderson.

**PREPARED BY:** Megan Sjostrand, Executive/HR Assistant

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### **BACKGROUND:**

At the May 27, 2026, regular meeting, the Commission authorized the internal posting and external advertising for the Electrician vacancy.

No applications were received following the internal posting. Following external advertising of the position opening, GRPUC received 6 applications. The applications were scored using a rubric, and initial interviews were conducted in July, with five (5) applicants. The top-ranked applicant was invited to a second interview, which was held on, July 15, 2026. A background verification was submitted and received, and an offer of employment was made to the selection committee's preferred applicant, Mr. Logan Anderson. The offer was accepted with a hire date of September 28, 2026.

Management staff recommends the Commission formally confirm filling the Electrician position with the preferred candidate, Mr. Logan Anderson.

### **RECOMMENDATION:**

Confirm filling the Electrician position with the preferred candidate, Mr. Logan Anderson.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 26, 2026

**AGENDA ITEM:** Consider a motion to ratify the quote with Emergent Software for email and collaboration platform licensing in the amount of \$23,992.80.

**PREPARED BY:** Mike LeClaire, Information Systems Department Manager

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### **BACKGROUND:**

This renewal maintains licensing for GRPU's existing email and collaboration platform, ensuring continued access to the tools necessary for effective communication and collaboration. The annual renewal supports secure, reliable, and compliant operations for all staff and facilitates essential internal and external communications across the utility.

### **RECOMMENDATION:**

Ratify the quote with Emergent Software for email and collaboration platform licensing in the amount of \$23,992.80.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** April 24, 2024

**AGENDA ITEM:** Consider a motion to ratify Ordering Document US-21967838 with Oracle in the amount of \$18,128 for the NSPB Phase II design.

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

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### **BACKGROUND:**

During the implementation phase last year, GRPU successfully developed and deployed the NSPB planning and budgeting module. This module now enables GRPU managers to conduct personnel, project, and operations budgeting with greater efficiency and transparency. The design process and collaboration with the NSPB design team proved highly effective, resulting in a robust system and a positive working relationship.

With actual data now integrated into the system, GRPU is moving forward with Phase II, which focuses on continued improvement based on insights gained from using the module over the past year. The primary enhancement in Phase II is the development of advanced reporting capabilities, allowing staff to view project budgets versus actual expenditures at any time. This real-time access to data supports informed decision-making and operational oversight.

As presented to the Commission last year, the budgeting projects are categorized into labor, materials/inventory, contractors/consultants, and equipment usage for capital projects. The Phase II project has commenced, with completion targeted by the end of 2026. The NSPB software is proving to be a valuable asset, delivering substantial benefits to GRPU's budgeting and reporting processes.

### **RECOMMENDATION:**

Ratify Ordering Document US-21967838 with Oracle in the amount of \$18,128 for the NSPB Phase II design..



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 26, 2026

**AGENDA ITEM:** Consider a motion to approve the Amended and Restated Facility Study Agreement with Minnesota Power for the Tioga Substation Expansion Project (ELCP5038), including a \$10,000 change order to complete the final project deliverable.

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

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### BACKGROUND:

The original Facility Study Agreement was approved by the Commission in April 2025 to evaluate options for addressing GRPU's Tioga substation facility needs. As the study progressed, it became apparent that some aspects of the original project scope needed additional consideration and refinement. This has resulted in changes to the study approach and the need to further evaluate alternatives to ensure the recommended solution appropriately addresses GRPU's operational needs and available budget.

The proposed Amended and Restated Facility Study Agreement includes a \$10,000 change request to allow the consultant to proceed with the Option 1a assessment that provides the lowest initial cost and includes one 115kV transrupter with no circuit breakers or EEE providing up to 29MW capacity at the substation. The site would require some fence expansion and pond re-grading for the new transformer, while future expansion would require additional fence expansion and site work. Staff and MP's recommendation is to move forward with Option 1a currently and then determine whether it is necessary or beneficial to evaluate the other alternatives after we have a better understanding of how Option 1a meets GRPU's needs and budget. This approach allows the study to advance while providing an opportunity to make a more informed decision about additional alternatives before incurring further study costs.

### RECOMMENDATION:

Approve the Amended and Restated Facility Study Agreement with Minnesota Power for the Tioga Substation Expansion Project (ELCP5038), including a \$10,000 change order to complete the final project deliverable.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 26, 2026

**AGENDA ITEM:** Consider a motion to approve Change Orders 1 and 2 with Castrejon Inc for the 12<sup>th</sup> & 14<sup>th</sup> Avenue Project (ELCP5043) for a net increase of \$70 to the project contract.

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

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### **BACKGROUND:**

The 12th Avenue and 14th Avenue GRPU Electric New Underground Installation project is nearing completion, and two change orders are being presented for Commission approval.

Change Order 1 is a \$13,500 deductive change order associated with anticipated project delays. The contractor expected to require approximately three additional weeks to complete the work, and the change order provides a \$13,500 deduction based on an estimated 15 working days of liquidated damages at \$900 per day.

Change Order 2 is a \$13,430 addition for additional installation of 1/0 URD primary innerduct/cable in two locations associated with the 14th Avenue portion of the project. The additional work includes approximately 640 linear feet of cable installation, along with associated mobilization costs.

The combined effect of the two change orders is a net increase of \$70 to the project contract amount.

### **RECOMMENDATION:**

Approve Change Orders 1 and 2 with Castrejon Inc for the 12<sup>th</sup> & 14<sup>th</sup> Avenue Project (ELCP5043) for a net increase of \$70 to the project contract.





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

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**AGENDA DATE:** August 26, 2026  
**AGENDA ITEM:** Operations & Capital Updates  
**PREPARED BY:** GRPU Staff

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**BACKGROUND:**

GRPU Operating & Capital Updates

**RECOMMENDATION:**

None. Review Only.

# Grand Rapids Public Utilities

August 26, 2026

Operational and Capital Updates

GRPU Management Team



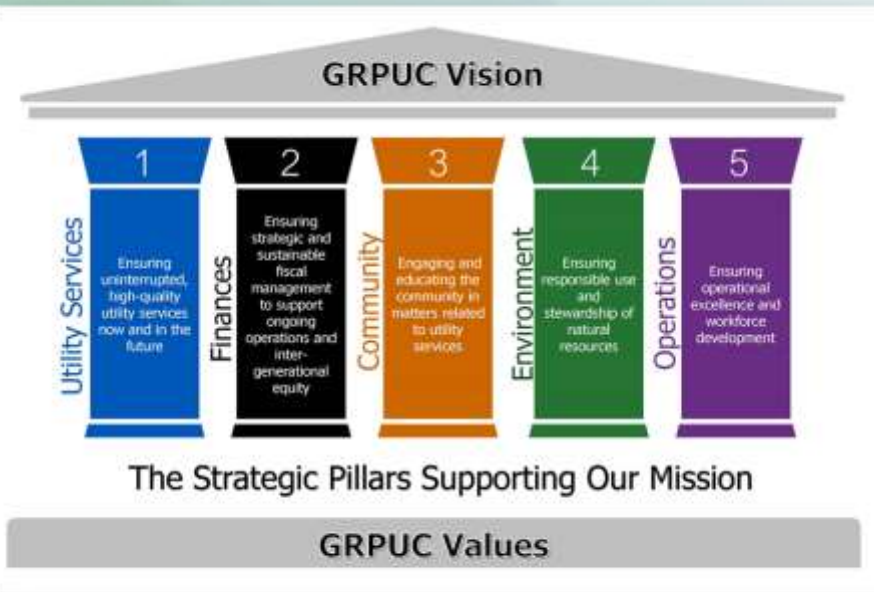


# MISSION VISION VALUES

Item 8.

## WHO WE ARE

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



## Our Vision

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



## Our Mission

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



## Our Values

### *Safety*

We hold paramount the well-being of our employees and the public in all operations.

### *Integrity*

We uphold ethical standards and foster trust with all stakeholders.

### *Customer Focus*

We prioritize customer needs and satisfaction in all our decisions and actions.

### *Efficiency*

We maximize resources to provide cost-effective services without compromising quality.

### *Reliability*

We consistently deliver high-quality utility services and strive for uninterrupted access.

### *Sustainability*

We employ environmentally responsible practices in our operations and services.

### *Transparency*

We openly share information and decision-making processes, promoting informed community involvement.



# Uninterrupted, High-Quality Utility Services (US)

Item 8.

## Capital: Project Close Out: Lab Chlorine Analyzer by Steve Mattson

Description: The chlorine analyzer measures any residual chlorine present in the WW plant effluent on a daily basis as required by the NPDES permit from April 1 through October 31. WW operators run the test as part of their daily rounds.

Purpose: Improved lab efficiency of residual test for all operators. Current analyzer is past its useful life. Inaccurate readings could cause violation of NPDES permit.

Success: Instrument was successfully installed, calibrated and operational. All operators are fully trained and use it on a regular basis.



|      |           |                | Close Out Phase: Final Budget to Actual |                       |                         |               |                |               |
|------|-----------|----------------|-----------------------------------------|-----------------------|-------------------------|---------------|----------------|---------------|
| Dept | Project # | Strategic Goal | Status                                  | Materials / Inventory | Consultant / Contractor | Vehicle Usage | Internal Labor | Total Project |
| 490  | WTCP8701  | NE-1           | Budget                                  | \$7800                | \$0                     | \$0           | \$1,246        | \$9,046       |
| 490  | WTCP8701  | NE-1           | Actual                                  | \$7,655.31            | \$0                     | \$0           | \$1,250        | \$8,905       |
| 490  | WTCP8701  | NE-1           | Budget to Actual                        | 98.1%                 | 100%                    | 100%          | 100.3%         | 98.4%         |



# Engaging and Educating the Community (EC)

Item 8.

## Operations: Minnesota Cold Weather Rule by Julie Kennedy

**October 1 – April 30**

**If you're having trouble paying your utility bill, don't wait to ask for help.**

**You May Qualify for Protection If You:**

- ✓ ☐ Meet income eligibility requirements
- ✓ ☐ Set up and maintain a payment plan
- ✓ ☐ Work with available energy assistance programs

**Ways to Lower Your Utility Bill:**

- Switch to LED light bulbs
- Keep your thermostat at **68°F in winter** and **72°F in summer**
- Lower your water heater temp, but no lower than **120°F**
- Seal drafts and weatherstrip doors and windows
- Replace HVAC filters and schedule annual maintenance



**Contact GRPU at 218-326-7024 to set up a payment arrangement if you're unable to pay your bill.**

Learn more at [www.grpuc.org](http://www.grpuc.org) or visit us on Facebook



## Operations: August Safety Summary by Julie Kennedy

### Safety Topic This Month:

Safety Brad trained required employees on Confined Spaces on August 19.

### Safety Committee Program Review This Month:

The Safety Committee met on August 20 and reviewed Job briefings and tailgates.

### Incidents Reported last Month by Department: (thru July workdays)

Administration: None

Business Services: None

Electric: None

Water-Wastewater: None

#### **Cumulative Incidents for 2026**

|                                 |   |
|---------------------------------|---|
| Recordable Incidents            | 1 |
| Lost Time Days 2026             | 0 |
| Restricted Days 2026            | 0 |
| First Aid Only (not recordable) | 0 |
| Total FROI                      | 1 |

#### **Recordable Incident 5-year History**

|          | 2022 | 2023 | 2024 | 2025 | 2026 |
|----------|------|------|------|------|------|
| ADMIN    | 0    | 0    | 0    | 0    | 0    |
| BUS SVCS | 0    | 1    | 0    | 0    | 0    |
| ELEC     | 0    | 0    | 1    | 0    | 0    |
| W-WW     | 0    | 0    | 0    | 0    | 1    |
| TOTAL    | 0    | 1    | 1    | 0    | 1    |

# Grand Rapids Public Utilities

## Upcoming Commission Meetings

**Work Session: September 9, 2026**

**Regular Meeting: September 23, 2026**





## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

**AGENDA DATE:** August 26, 2026

**AGENDA ITEM:** Consider a motion to confirm the resignation of Water-Wastewater Manager Steve Mattson, approve the Operations Manager job description and authorize staff to begin recruitment.

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

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### BACKGROUND:

Steve Mattson, Wastewater Operations Director, submitted notice of his resignation, with his last day of employment at GRPU being September 8, 2026. Steve has provided valuable support to GRPU's wastewater and water operations, and staff extend their appreciation for his service and contributions to the Utility and wish him well in his next endeavor.

Over the past several months, staff, the personnel committee, and the Commission have been actively reviewing the organizational restructuring process which is part of the FM 6 goal established by the Commission in the 2026-2030 strategic plan. As discussed during the July work session, GRPU HR and management staff recommend re-aligning the duties of the electric and water-wastewater manager positions into new roles: Operations Manager and Compliance and Program Manager. This restructuring is designed to achieve better alignment and focus on the essential service demands that our organization must meet.

The Operations Manager job description is attached for your review. GRPU staff recommends moving forward by starting the recruitment process for the Operations Manager position at this time. The Compliance and Program Manager hiring timeline will be determined in the coming months.

### RECOMMENDATION:

Confirm the resignation of Water-Wastewater Manager Steve Mattson, approve the Operations Manager job description, and authorize an internal posting and external recruitment process, if needed.





Grand Rapids Public Utilities  
 500 SE 4<sup>th</sup> Street  
 Grand Rapids, MN 55744  
 218-326-7189  
[HR@grpuc.org](mailto:HR@grpuc.org)

## **Job Description** **Operations Manager**

**Position Title:** Operations Manager

**Department:** Administration

**FLSA Status:** Exempt

**Pay Grade:** 7

**State Job Match:** Utilities Superintendent, Electric Distribution Supervisor, Administrator

**Date:** August 2026

**Commission Approval Date:** August 26, 2026

### **Primary Objective of Position**

Under limited supervision of the General Manager, the Operations Manager performs technical, supervisory, and administrative work related to the construction, operation, maintenance, and repair of the Utility's electric distribution, water treatment and distribution, and wastewater collection and treatment systems.

The position plans and supervises Utility personnel responsible for the operations and maintenance of these utility systems and oversees the day-to-day operations and capital projects of assigned qualified and skilled personnel. Oversight is provided through inspection, consultation, review of reports, and assistance with complex technical and operational problems. The position prepares and manages operational and capital budgets, provides reports and presentations, and maintains the records necessary to support the safe, reliable, efficient operation of Utility's infrastructure.

The Operations Manager also serves as Assistant General Manager and assists the General Manager with Utility administration and leadership, including organizational planning, personnel management, and coordination across Utility functions. The position exercises personnel and administrative authority as delegated by the General Manager and may act on the General Manager's behalf when assigned or during the General Manager's absence.

### **Essential Functions of the Position**

Essential duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related, or logical to the position.

- Lead operations and capital project planning and delivery for the Utility's electric, water, and wastewater systems from concept through closeout, working with the General Manager, Finance Manager, Compliance & Programs Manager, Directors, Foremen, staff, and consultants to incorporate operational expertise and organizational priorities.
- Manage and coordinate projects, including scopes, schedules, budgets, cost estimates, bidding, contractor selection, engineering, construction oversight, inspections, documentation, and closeout, and monitor expenditures and performance to ensure projects remain on budget and achieve established objectives.
- Develop and maintain short- and long-range infrastructure and capital improvement plans and evaluate infrastructure condition, capacity, reliability, risk, and future needs to prioritize improvements, rehabilitation, replacement, and expansion.
- Coordinate projects and electric, water, and wastewater operational activities to maximize efficiency and minimize conflicts, outages, and service disruptions, including reviewing development projects for potential impacts to Utility infrastructure.
- Evaluate and coordinate solutions to complex or recurring operational and maintenance issues and recommend technologies, equipment, and practices that improve safety, reliability, efficiency, and customer service.
- Coordinate with the Compliance & Programs Manager to incorporate regulatory, safety, permitting, and program requirements into projects and operations and provide support for permits, grants, regulatory submissions, and other compliance activities.
- Develop, review, and maintain standards, operating procedures, and project-management practices that promote a strong safety culture in project planning and execution.
- Provide leadership and technical coordination on significant Utility operational matters, including emergency response and restoration activities, and effectively communicate and collaborate with internal and external stakeholders.
- Provide leadership, coaching, direction, and project management for assigned employees; participate in organizational strategic planning, budgeting, policy development, succession planning, and continuous improvement; and perform other duties as assigned by the General Manager.

### **Subject Matter Expertise**

This position serves as a Utility-wide Subject Matter Expert (SME) in project management, operational coordination, infrastructure planning, and safety. The incumbent is required to maintain authoritative knowledge and provide guidance in the following areas:

- **Project Management:** Expert knowledge of project management principles and practices, including planning, budgeting, bidding, scheduling, construction oversight, coordination, risk management, and project completion.
- **Utility Operations Coordination:** Broad working knowledge of electric, water, wastewater, and maintenance operations sufficient to understand system needs, identify interdependencies, coordinate projects and operational activities, and make informed

recommendations, while utilizing the technical expertise of Directors, Foremen, engineers, consultants, and other subject-matter experts.

- **Technical Coordination:** Advanced knowledge of infrastructure planning and ability to interpret engineering plans, specifications, technical reports, construction documents, and other technical information; identify issues and risks; and coordinate effective solutions with Utility staff, engineers, consultants, contractors, and other stakeholders.
- **Safety:** Provides leadership and oversight to the Compliance and Program Manager for the Utility's safety program, including safety policies, training, compliance, incident review, hazard identification, and continuous improvement of safe work practices.

### **Examples of Performance Criteria**

- **Capital Project Management:** Capital projects are appropriately planned, budgeted, scheduled, coordinated, and completed with consideration for cost, quality, safety, reliability, and operational impact.
- **Communication and Coordination:** Projects and operational issues are effectively coordinated across departments and with consultants, contractors, regulatory agencies, customers, and other stakeholders. Management is promptly informed of significant project risks, cost or schedule changes, infrastructure concerns, and operational issues.
- **Leadership and Collaboration:** Demonstrates effective leadership, accountability, communication, collaboration, and problem-solving; develops productive working relationships across departments and promotes coordination between electric, water, and wastewater functions.
- **Technical Judgment and Documentation:** Technical recommendations demonstrate sound judgment and consideration of safety, reliability, regulatory requirements, financial impacts, and long-term Utility needs. Project records, plans, specifications, contracts, reports, and other documentation are accurate, complete, and appropriately maintained.
- **Infrastructure Planning:** Long-range infrastructure planning appropriately identifies and prioritizes the Utility's electric, water, and wastewater system needs and supports responsible stewardship of Utility assets and financial resources.
- **Continuous Improvement:** Identifies and implements opportunities to improve Utility processes, infrastructure, technology, operational efficiency, and overall service delivery.

### **Minimum Qualifications**

- **Experience:** Ten (10) years of progressively responsible experience in project management, engineering and construction, utility operations, infrastructure management, or a related field, including at least five (5) years of experience supervising and leading employees with increasing responsibility for personnel management and organizational leadership.
- **Project and Operational Management:** Demonstrated ability to manage multiple complex infrastructure projects and competing priorities simultaneously, with working knowledge

of utility construction, infrastructure planning, maintenance practices, procurement, budgeting, and contract administration.

- **Technical Knowledge and Judgment:** Ability to read and interpret engineering drawings, plans, specifications, technical reports, contracts, regulations, and other complex documents; apply sound analytical and decision-making skills; and independently evaluate and resolve complex problems.
- **Communication:** Professional-level oral and written communication skills, with the ability to clearly communicate complex technical and operational information to both technical and non-technical audiences.
- **Interpersonal and Leadership Skills:** Strong interpersonal, leadership, organizational, and collaboration skills, including tact, diplomacy, flexibility, and the ability to work effectively with employees, contractors, consultants, governmental entities, customers, and Utility officials.
- **Integrity and Accountability:** High level of integrity and ability to exercise independent judgment, discretion, and accountability in carrying out the responsibilities of the position.

### **Desirable Qualifications**

- **Education and Professional Credentials:** Bachelor's degree in engineering, construction management, or related technical discipline. Project Management Professional (PMP) certification or similar project-management credentials are preferred. Professional Engineer (PE) licensure is desirable.
- **Utility and Infrastructure Experience:** Experience with municipal electric, water, and/or wastewater utilities, including knowledge of electric distribution, water treatment and distribution, wastewater collection and treatment, and associated infrastructure. Experience managing projects involving multiple utility disciplines is preferred.
- **Asset Management and Operational Technology:** Experience developing capital improvement plans and long-term infrastructure replacement strategies, as well as experience with utility GIS, asset-management systems, work-management systems, AMI, OMS, SCADA, and other operational technologies.
- **Procurement and Project Delivery:** Experience with public bidding, procurement, construction contracts, grants, and state or federally funded infrastructure projects.
- **Regulatory Knowledge:** Familiarity with applicable OSHA, NESC, NEC, MPCA, MDH, EPA, and other standards and regulatory requirements affecting public utilities.

### **Supervision**

- **Manager:** General Manager
- **Supervision of Others:** Supervises assigned personnel as established by the Utility's organizational structure.

**Working Conditions**

- Work is performed in both office and field environments, including the Utility's electric distribution facilities, water and wastewater facilities, and other infrastructure locations.
- Work may involve exposure to outdoor weather conditions, noise, moving equipment, electrical hazards, wet or humid environments, construction activities, chemicals, and other conditions commonly associated with Utility operations.
- Frequently required to walk, sit, stand, talk, hear, and use hands to operate computers, equipment, and other tools. Occasionally required to climb, balance, stoop, kneel, crouch, or access Utility facilities and construction sites, and move up to 25 pounds.
- Must be able to safely access and inspect Utility facilities, infrastructure, and active construction sites.
- May be required to work evenings, weekends, holidays, or outside normal business hours when necessary for construction activities, Commission meetings, outages, emergencies, or other Utility needs.

**Conditions of Employment**

- Successfully pass a criminal background check.
- Maintain a valid Class D driver's license.
- Maintain applicable licenses, certifications, and training required for assigned responsibilities.
- Comply with all organizational and departmental policies and procedures.

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

*Grand Rapids Public Utilities is an Equal Opportunity Employer in compliance with the Americans with Disabilities Act. It will provide reasonable accommodation for qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodation with the employer.*



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 26, 2026

**AGENDA ITEM:** Consider a motion to confirm the hiring of Mark Saunders as a temporary part-time WWTP Laboratory Technician.

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

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### **BACKGROUND:**

The temporary part-time WWTP Laboratory Technician will provide immediate support to the current wastewater staff team members for a three-month period following the departure of WW Manager on September 8, 2026. Attached is the scope of services to be performed by a temporary, part-time WWTP Laboratory Technician.

Mark holds a class A wastewater operator license and has previously assisted GRPU during times of staff transition. Mark's historical experience of the GRPU wastewater operations allows him to step in and immediately provide the level of knowledge required to meet the rigorous sampling and testing necessary to maintain compliance with our NPDES permit.

The rate of pay will be \$125.00 per hour for no more than 10 hours per week from September 1 to November 30, 2026. This is a temporary part-time position. There is no expectation of continued employment, in this capacity, at the completion of the one-month period.

### **RECOMMENDATION:**

Approve hiring Mark Saunders as a temporary part-time WWTP Laboratory Technician.

## Grand Rapids Public Utilities Scope of Services with Mark Saunders WWTP Laboratory Technician

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Term:</b>              | Employment is expected to begin on or around September 1, 2026, with completion of services expected on November 30, 2026.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Employment Status:</b> | Employee is considered a part-time temporary employee of Grand Rapids Public Utilities Commission (GRPUC). The FLSA classification is non-exempt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Services Provided:</b> | <p>Under the supervision of the General Manager, provide operations support to Wastewater Plant and Lab personnel where duties will include:</p> <ul style="list-style-type: none"> <li>• Providing Class A licensed Operator oversight to ensure compliance with the National Pollutant Discharge Elimination System (NPDES) permit including: <ul style="list-style-type: none"> <li>○ Review, monitor and recommend changes to process control to optimize plant performance to meet effluent limits.</li> <li>○ Review, monitor and recommend changes to sampling and testing functions to ensure compliance with the NPDES permit.</li> <li>○ Make recommendations on maintenance priorities.</li> <li>○ Complete Discharge Monitoring Reports (DMR's) and other submittals to the Minnesota Pollution Control Agency (MPCA) as required by the NPDES permit.</li> </ul> </li> <li>• Assistance to the Wastewater Operations Director with short- and long-term planning of projects.</li> <li>• Coordinating with or providing oversight to other contractors performing work for the City.</li> </ul> |
| <b>Record of Time:</b>    | Time worked will be recorded and submitted to payroll. Time worked will be approved by the General Manager.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Payment:</b>           | The rate of pay will be \$125 per hour for up to 10 hours per week.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Benefits:</b>          | This position does not qualify for holiday pay, PTO, PERA or Deferred Compensation. This position will not qualify for or receive medical, dental, and life insurance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Payment Method:</b>    | Employee will be paid bi-weekly as defined in the GRPUC Personnel Policies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Expenses:</b>          | The employee shall be reimbursed for approved expenses related to the work being requested.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Additional Items:</b>  | This scope of services document is not an all-inclusive list. The employee is expected to follow GRPU Personnel Policies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 26, 2026

**AGENDA ITEM:** Consider a motion to approve the Scope of Work with HDR Engineering for an amount not to exceed \$106,059 for the Electric System Study and authorize the General Manager to sign the Agreement.

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

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### **BACKGROUND:**

In May, the Commission approved a Master Services Agreement with HDR Engineering. Since then, HDR has been providing day-to-day assistance on operational inquiries, such as support for switch settings. Now, we are bringing forward the first of the comprehensive studies they will be conducting for us.

The Electric System Study is the first in a series of three much-needed analyses that will equip GRPU line crews with the information necessary to perform their jobs effectively and maintain the reliability of the GRPU system. The next study will focus on fuse and relay coordination, followed by an arcflash study.

These studies are essential tools for ensuring our electric system remains robust and reliable. The Electric and IS staff will be actively involved in this project, particularly from a data needs and model calibration perspective, working collaboratively with HDR to provide system information and support.

The Electric System Study will evaluate GRPU's existing electric distribution system, including feeder and substation constraints; analyze current and projected capacities and reliability, accounting for future load additions over a 10-year horizon, develop long-range plans and planning-level budgets to guide system upgrades and improvements, and provide actionable insights for budgeting, planning, and maintaining reliable service.

### **RECOMMENDATION:**

Approve the Scope of Work with HDR Engineering for an amount not to exceed \$106,059 for the Electric System Study and authorize the General Manager to sign the Agreement.



August 14, 2026

Julie Kennedy  
General Manager, Grand Rapids Public Utilities  
500 SE 4th St.  
Grand Rapids, MN 55744  
jakenedy@grpuc.org

<<sent via email>>

**Re: Electric System Study and Long-Range Plan**

Dear Ms. Kennedy,

HDR Engineering, Inc. (HDR) is pleased to present this proposal to support Grand Rapids Public Utilities (GRPU) in evaluating the Utility's existing electric system and preparing long-range plans (LRP's) for the continued reliable operation of the electric system.

Our team is committed to the success of this project. We are of the firm belief that an open and collaborative approach between GRPU and HDR during the project scoping and definition phase, and throughout the life of the project, will align both teams to produce meaningful and cost-effective results. A discussion of the project and adjustment to the project parameters, if necessary, would be welcome.

We look forward to working with the team at Grand Rapids Public Utilities. Thank you for the opportunity to offer our services. Should you require further information, please do not hesitate to contact Project Manager, Alex Schmidt, at 608.888.5873 or Alexander.Schmidt@hdrinc.com

Sincerely,  
**HDR Engineering, Inc.**



Alexander Schmidt  
Project Manager



Keith Quernemoen  
Senior Vice President

## Project Understanding

HDR is providing this proposal to GRPU as a scope and fee to develop an Electric System Study and LRP for the electric utility.

HDR understands the current distribution system is normally served via four feeders from the “Main Sub” and via one feeder from the “Tioga Sub”. The substations are fed from transmission lines owned and operated by Minnesota Power Company. GRPU’s wholesale power provider is Minnesota Power.

The focus of this study will prioritize analyzing GRPU’s existing distribution system and evaluating service constraints and limitations at the substation and distribution feeder levels. The existing and projected distribution feeder capacity and distribution feeder capacity between adjacent feeder ties will be reviewed for overall system reliability considerations. The study will account for future load additions based on GRPU input and develop long-term plans to reliably meet both current and projected service demands over a 10-year timeframe. These results can then be utilized for GRPU’s budgeting and planning purposes.

## Project Approach

The approach to the project will be a collaborative effort with GRPU and HDR staff to review the existing system, discuss existing and projected operating concerns, document key considerations, develop planning design criteria, and develop long term plans for the electric system. The approach will review typical utility data, maps, and other items to provide an overview of the system with projections of future considerations. This information will be used to develop plans with GRPU’s input for the long-term sustainability of the electric utility system. Initial project alternatives will be identified and key alternatives for each project element will be selected for further evaluation and analysis by HDR.

Communication between GRPU and HDR will be completed via calls, emails, and screen shares as needed.

### Task 1.0 – Project Management

#### TASK OBJECTIVE

This task will be used for invoicing, administration, and other adjacent activities.

#### HDR ACTIVITIES

- Communicate with GRPU throughout the project.
- Perform administrative tasks.
- Provide and maintain internal HDR safety forms and documentation.
- Apply HDR’s Quality Management System (QMS) policies and procedures consistent with the needs of the project.
- Maintain files for project records including correspondence and reports.
- Accomplish close-out activities when the project is complete.

#### GRPU ACTIVITIES

- Communicate with HDR throughout the project.

#### DELIVERABLES

- Monthly invoices (PDF)

## Task 2.0 – Kickoff Meeting and Data Gathering

### TASK OBJECTIVE

An initial kickoff meeting will be held with GRPU staff and the HDR team after the notice to proceed to review project details. Initial data will be gathered as needed, which may include photos, equipment test reports, existing Milsoft WindMil models, GRPU purchase power bill, annual reports, past GRPU electric systems studies, and other items that may be available.

Minnesota Power provides service to GRPU and may have additional information available for the existing substations and service points. HDR and GRPU can request data as may be available from Minnesota Power. This may include metering and load data, substation data, and other items to be determined.

### HDR ACTIVITIES

- Schedule and participate in kick-off meeting.
- Define data requests including WindMil model and other support documents, if necessary.
- Review GRPU provided data.
- Follow up with questions on initial data, if necessary.

### GRPU ACTIVITIES

- Participate in kick-off meeting.
- Provide current WindMil model.
- Provide copies of pertinent documents and information associated with the project.

### DELIVERABLES

- Kick-off meeting agenda and minutes in bullet item format (PDF)
- Data request log, if necessary (PDF)

## Task 3.0 – Evaluation of Existing Milsoft WindMil Model

### TASK OBJECTIVE

GRPU and HDR staff will review and exchange data to evaluate the accuracy of the electric system model to be used for the study.

### HDR ACTIVITIES

- Obtain and review additional data, drawings, reports, and other pertinent information including but not limited to:
  - Substation one-line diagrams showing the existing bus, transformer, switches, fuses and recloser configuration.
  - Existing system peak substation/feeder demands and power factor.
  - Historical peak substation data (kW and total annual kWh) for the past 10+ years.
  - Amperage readings taken near peak at key locations of the distribution system.
  - Copy of past electric system studies.
  - Existing, complete, and functional Milsoft WindMil model.

### GRPU ACTIVITIES

- Provide copies of pertinent documents and information associated with the project.
- Respond to inquiries on observed data inconsistencies.

### DELIVERABLES

- Summary of existing model evaluation (PDF)

## Task 4.0 – Existing System Analysis

### TASK OBJECTIVE

GRPU and HDR staff will use available information to conduct existing system analyses for the study.

### HDR ACTIVITIES

- Conduct existing system, normal configuration load flow and short-circuit current analyses
- Additional items for consideration include but are not limited to:
  - Existing electrical facilities and operational procedures.
  - Historical growth patterns and discussion of possible growth areas.
  - Area comprehensive plans, if available, for GRPU, Grand Rapids, or others. These plans may provide insight into the area's future plans.
  - Proposed system upgrades.
  - Available system age data and other records for the electrical system, including the substations, and distribution system.
  - Areas of special concern.
  - Design criteria used to evaluate the existing and projected electrical system performance under normal and contingent (N-1) conditions.
  - Reliability, geographical, environmental aspects and operating considerations.

### GRPU ACTIVITIES

- Respond to inquiries as required.

## Task 5.0 – Develop Projected Loads, Long-Range Plans, and Planning Level Budgets

### TASK OBJECTIVE

HDR will conduct a majority of the existing and projected system analyses under this task. The focus will be on utilizing existing facilities with recommended upgrades or improvements to address system constraints, if any, and future plans for the long-term sustainability of the electric utility system.

### HDR ACTIVITIES

- Develop applicable substation and feeder Load Projection demand trends and incorporate into existing system, projected loading model
  - The projections will include consideration of historical growth/reductions, areas of development for potential growth, utility personnel knowledge of future plans, utility best practices, and other criteria.
- Conduct projected system evaluations considering the loss of one substation and its associated feeders for first level contingency (N-1) scenarios.
- Evaluate applicable projects to address observed system deficiencies for a projected system, projected loading model solution.
- Develop draft LRP report summarizing findings.
- Develop planning level budgets for recommended work plans. Budgets will be based on available data, industry trends and other best practices.
- HDR will have a mid-point meeting to discuss current progress and expected future loads.

### GRPU ACTIVITIES

- Participate in mid-point meeting and respond to inquiries as required.

### DELIVERABLES

- Meeting minutes from mid-point meeting (PDF)

## **Task 6.0 – Prepare Executive Summary, Report, and Supporting Data**

### **TASK OBJECTIVE**

This task will be utilized to summarize the findings from the previous tasks and arrange it in a formal report document. A draft LRP will be prepared and delivered to GRPU staff for input, followed by a Final LRP document accounting for comments and suggested revisions. HDR will provide the following services.

### **HDR ACTIVITIES**

- Prepare Draft LRP document containing:
  - Introduction
  - Purpose of Report
  - Summary of Report
  - Analysis of Existing System
  - Planning Criteria
  - Projected System Analysis including projected growth and the recommended and alternative evaluations
  - Projectization of recommended improvements into 5 and 10-year interims including cost estimations for projects.
- Host virtual, web-conferencing meeting to discuss Draft LRP document with GRPU staff
- Prepare Final Strategic Plan based upon comments on the Draft Strategic Plan, economics, and criteria developed with and agreed upon by GRPU staff
- Perform an internal QC Review on the Final Strategic Plan document.

### **GRPU ACTIVITIES**

- Participate in review meeting and respond to inquiries as required.

### **DELIVERABLES**

- Draft and Final LRP Reports (PDF)
- WindMil model load flow summaries and load projection tables (PDF)
- 10-Year Projected WindMil model
- Microsoft OneDrive folder link containing database files used and created for the LRP Plan including specialized spreadsheets created or modified during the planning process

## General Assumptions

- No site visits or in-person meetings have been included in this proposal.
- HDR will be given a copy of, or access to, the existing geographic information system (GIS) for preparation of maps as needed.
- The existing Milsoft WindMil model is in working order and generally accurate with only minor updates.
  - If a Milsoft WindMil model needs to be created, that can be accomplished as an estimated time and material adder as listed in the fee schedule.
- HDR will not perform load allocation as part of this project.
- Photos or equipment ratings needed for the study will be provided from GRPU to HDR.
- The evaluation does not include arc-flash assessments, protective device coordination reviews, protective device setting recommendations, or other engineering studies or task outside of those listed within the Project Approach.
  - Additional studies can be completed under separate task orders after the system study is complete or added during the study process as we define the available data for additional fee considerations.
- No detailed transmission analysis will be completed within this study.
- No detailed generation analysis will be completed within this study.
- Invoices will be in HDR's standard invoice format.
- Load projections/forecasting will be for a minimum of 10 years.
- Load projections are anticipated to be completed and graphed using Microsoft Excel.
- GRPU personnel will work closely with HDR staff for development of plans in a collaborative effort.
- Minnesota Power, GRPU's power provider, can be briefed on planning items if future plans have the likelihood to impact the purchase power considerations. Meetings with Minnesota Power are not included in this initial proposal.
- Purchase power contract review is not included in this scope of work.
- HDR and GRPU will have one kickoff meeting, one mid-point check-in meeting, and one final meeting to go through GRPU's 90% comments. No additional meetings have been scheduled. Meetings shall be virtual.
- GRPU will provide historical costs for recommended and alternative improvements.
- GRPU will provide requested data in a timely manner (generally within 10 working days).
- GRPU will review Draft LRP and provide written comments within 10 working days following receipt of the Draft.

## Our Team

We have built our team to offer you efficient and cost-effective resources. Key personnel qualifications are summarized on the following pages. Our approach to staff and scheduling of resources will remain flexible and responsive as project needs arise. Our key personnel are fully committed to the project for its duration.

### **Alex Schmidt, PE – Project Manager**

Alexander (Alex) Schmidt is HDR's Distribution Team Lead in Madison, Wisconsin. His experience encompasses many areas of the power and industrial markets, including support for healthcare facilities, electric vehicle charging, underground distribution, photovoltaic design, and railroad sites. Alex specializes in electric vehicle charging and medium voltage electrical distribution design, with the experience and background to aid in many facets of electrical design. He manages and grows a distribution team based in Madison, designs for large infrastructure upgrades via medium or low voltage, coordinates among different groups and team members as a project manager, and serves as an expert in understanding electrical codes and industry standards.

### **Jason Feldmeier – Discipline Lead**

Jason is an experienced Distribution Planner with 15 years of expertise in electric distribution planning and distributed energy resource (DER) interconnections. Prior to joining HDR, he built a strong foundation at WE Energies and Xcel Energy, developing deep expertise in utility operations across the Midwest. As the Milwaukee Distribution Team Lead, Jason plays a key role in strengthening HDR's distribution capabilities in the Minnesota and Wisconsin region, helping to deliver comprehensive, end-to-end services and support continued growth in this market.

### **Jamie Sieren – Principal In Charge**

Jamie is the Area Power Business Development Leader tasked with leveraging his industry experience for coordination, oversight and development of HDR's power programs. Jamie has over 30 years of experience in system planning, substation design & management, project management, budgeting, utility operations support, procurement, and other reporting.

### **Additional staff**

Additional staff will be engaged as needed for the preparation of data, maps, reports, quality control review, etc.

## Schedule

We propose to perform the tasks described in this proposal on the schedule outlined below.

| KEY MILESTONE                                     | DURATION                         |
|---------------------------------------------------|----------------------------------|
| Kickoff Meeting                                   | One week after notice to proceed |
| Review existing model findings                    | 6 Weeks                          |
| Determine recommended improvements & alternatives | 12 Weeks                         |
| Draft Long Range Plan (LRP)                       | 8 Weeks                          |
| GRPU to Review Draft                              | 2 Weeks                          |
| Finalize LRP                                      | 4 Weeks                          |

## Anticipated Budget

We propose to perform the tasks described in this proposal on a time and materials basis, not to exceed anticipated fee of \$106,059, without prior authorization. This fee estimate is derived from our labor costs times a multiplier, with direct expenses billed at cost. We propose to perform this work under the terms and conditions included with this proposal.

| TASK                                                                          | AMOUNT           |
|-------------------------------------------------------------------------------|------------------|
| Task 1: Project Management                                                    | \$6,075          |
| Task 2: Kickoff and Data Gathering                                            | \$11,459         |
| Task 3: Existing Milsoft WindMil Model Review*                                | \$7,915          |
| Task 4: Existing System Analysis                                              | \$5,202          |
| Task 5: Develop Projected Loads, Long Range Plans, and Planning Level Budgets | \$24,977         |
| Task 6: Prepare Executive Summary, Report, and Supporting Data**              | \$50,431         |
| <b>TOTAL</b>                                                                  | <b>\$106,059</b> |

\*If a Milsoft WindMil model is to be created from available GIS data and other sources this will be completed as time and material with a not to exceed fee of \$30,500, for a total project fee of \$136,559.

\*\*H2R can present this information to the Utility Commission at additional time expense costs as actual.



# Authorization

The proposal presented herewith is acceptable to the Grand Rapids Public Utilities. Please proceed according to the above-stated terms. Additional work, which is beyond the scope of services described in this proposal will be negotiated and approved on a case-by-case basis.

**Grand Rapids Public Utilities**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_

(Print Authorizers Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)

**HDR Engineering, Inc.**

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

(Signature)

Christine Wiegert

\_\_\_\_\_

(Print Authorizers Name)

Senior Vice President

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)

## HDR Engineering, Inc. Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER shall: (a) provide all services to OWNER in accordance with the Task Order and in accordance with the terms and conditions set forth herein; (b) comply with all applicable laws, rules, and regulations in performing the services; and (c) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the ENGINEER, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the services. Except as otherwise stated herein, ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages. The waiver of consequential damages shall not apply to any claim arising out of (A) ENGINEER's indemnification provided in this Paragraph 2, or (B) ENGINEER's gross negligence, willful misconduct or fraud, as determined by a final, non-appealable order of court of competent jurisdiction.

### 3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to use commercially reasonable efforts to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees to use commercially reasonable efforts to have ENGINEER listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are reasonably deemed necessary by ENGINEER.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify

and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services satisfactorily performed and expenses associated with the project up to the effective date of termination. If OWNER terminates this Agreement without cause, an equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination.

#### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one-half percent (.5%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an

increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's negligence or willful misconduct.

**16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.**

**HOWEVER, THE LIMITATIONS SET FORTH ABOVE SHALL NOT APPLY TO ANY CLAIM ARISING OUT OF (A) ENGINEER'S INDEMNIFICATION PROVIDED IN PARAGRAPH 2, OR (B) ENGINEER'S GROSS NEGLIGENCE, WILLFULL MISCONDUCT OR FRAUD, AS DETERMINED BY A FINAL, NON-APPEALABLE ORDER OF A COURT OF COMPETENT JURISDICTION.**

**18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

**19. NO THIRD PARTY BENEFICIARIES**

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

**20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications

and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

**22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems, unless caused by ENGINEER's negligence or willful misconduct.

**23. FORCE MAJEURE**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition. ENGINEER shall use diligent efforts to end the delay and ensure the effects of such force majeure event are minimized. ENGINEER shall resume the performance of its obligations as soon as reasonably practicable after the removal of the force majeure event.

**24. EMPLOYEE IMMUNITY**

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.

**25. CONFIDENTIAL INFORMATION**

All non-public, confidential or proprietary information of OWNER, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by OWNER to ENGINEER, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely to be used for the purpose of performing this Agreement, and may not be disclosed or copied unless authorized in advance by OWNER in writing. Upon OWNER's request, ENGINEER shall promptly return all documents and other materials received from OWNER. OWNER shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to ENGINEER at the time of disclosure; or (c) rightfully obtained by ENGINEER on a non-confidential basis from a third party. This Section is subject to any limitations or obligations imposed by the Minnesota Government Data Practices Act ("MGDPA").

**26. GOVERNMENT DATA PRACTICES**

ENGINEER and OWNER must comply with the MGDPA, as it applies to all data provided by OWNER under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by ENGINEER under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the MGDPA, by either ENGINEER or OWNER. If ENGINEER receives a request to release the data referred to in this clause, ENGINEER must immediately notify and consult with OWNER as to how ENGINEER should respond to the request. ENGINEER's response to the request shall comply with applicable law.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 26, 2026

**AGENDA ITEM:** Consider a motion to approve Change Order 1 with ABM Equipment in the amount of \$39,009 for the Electric Utility Bucket Truck (ELCP5039) and authorize the General Manager to sign the Change Order.

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

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### **BACKGROUND:**

The original procurement of the electric bucket truck was approved by the Commission in February 2025. The truck is currently in the process of being built, and several items were identified after the initial quote that unfortunately were not included in the original specifications. These items involve additional equipment and modifications to the truck body, hydraulic system, and related components.

The change order is necessary to incorporate the identified items into the final truck configuration and ensure the vehicle meets GRPU's operational needs. Staff have reviewed the change order additions and worked with the vendor to finalize the updated scope and costs. Commission approval is therefore requested to proceed with the necessary additions and modifications to the new bucket truck.

### **RECOMMENDATION:**

Approve Change Order 1 with ABM Equipment in the amount of \$39,009 for the Electric Utility Bucket Truck (ELCP5039) and authorize the General Manager to sign the Change Order.

# ABM EQUIPMENT, LLC.

333 Second Street NE  
Hopkins, MN 55343  
Tel 952-938-5451 Fax 952-938-0159  
[info@abmequip.com](mailto:info@abmequip.com)

## CHANGE ORDER AUTHORIZATION

|                         |
|-------------------------|
| <b>Customer/Vendor:</b> |
| <b>Grand Rapids MU</b>  |
| 500 SE 4th St           |
| Grand Rapids, MN 55744  |
|                         |
|                         |
|                         |
|                         |

|                                  |                                                              |
|----------------------------------|--------------------------------------------------------------|
| <b>Date:</b>                     | <b>Ref. PO #</b>                                             |
|                                  | Contract Agreement                                           |
| <b>Person Requesting Change:</b> |                                                              |
| Chad Troumbly                    |                                                              |
| <b>Tel #</b>                     | <b>Email</b>                                                 |
| 218-326-7182                     | <a href="mailto:cmtroubly@grpuc.org">cmtroubly@grpuc.org</a> |
| <b>ABM Job #</b>                 | <b>Change Order #</b>                                        |
| 167477                           | 1                                                            |

| NO.          | QTY | DESCRIPTION                                                                                                                                                                                                                     | DEDUCT | ADD                |
|--------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------------|
| 1            | 1   | BFX Shelving as follows:<br>3 adj shelves for SS1-2<br>4 adj shelves for SS3<br>1 adj shelf for SSH<br>3 adj shelves for SSR<br><br>3 adj shelves for CS1-2<br>2-3-2 hooks for CS3 (ILO shelf & drawers)<br>2-3-2 hooks for CSR |        | \$3,388.00         |
| 2            | 2   | RC Industries 60"L x 18"H x 18"D .125 Diamond Bright Aluminum Top Box with top hinged doors facing streetside (PU601818.U)<br>Mounted side by side on streetside sidepack from front of body (ILO shovel basket)                |        | \$2,200.00         |
| 3            | 2   | RC Industries 45"L x 18"H x 20"D .125 Diamond Bright Aluminum Top Box with chest opening facing cargo area (GU451820.UNW2)<br>Mounted side by side on streetside sidepack from front of body                                    |        | \$2,200.00         |
| 4            | 1   | Outbak Rack Transformer Transport Stabilizer Bracket<br>Mounted rear of cargo area                                                                                                                                              |        | \$653.00           |
| 5            | 1   | CONE HOLDER - ALUMINUM<br>Mounted rear of tailshelf, SS                                                                                                                                                                         |        | \$238.00           |
|              |     | Braden PD18 Bumper Winch with Toolbox and Curbside Capstan                                                                                                                                                                      |        | \$11,648.00        |
|              |     | Aluminum Capstan Head – Rated for 3,000lb – P/N 82598                                                                                                                                                                           |        | \$1,223.00         |
|              |     | PTO, Pump, & Reservoir                                                                                                                                                                                                          |        | \$4,947.00         |
|              | 1   | Installation of the above equipment                                                                                                                                                                                             |        | \$12,512.00        |
|              |     | (prices are less any tax)                                                                                                                                                                                                       |        |                    |
| <b>TOTAL</b> |     |                                                                                                                                                                                                                                 |        | <b>\$39,009.00</b> |

Written By: Gavin Juenke

\* Approved By: \_\_\_\_\_

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



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

**AGENDA DATE:** August 26, 2026

**AGENDA ITEM:** Consider a motion to approve the procurement contract with TNT Construction Group for the emergency repair of sanitary main on Highway 2 in the west end of Grand Rapids for \$59,437.20 and allow the General Manager to sign the contract.

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

### BACKGROUND:

This procurement is for an unapproved emergency Water Wastewater project.

The customer at 1404 NW 4<sup>th</sup> St experienced a sanitary backup. Upon investigation after jetting and televising the line, it was determined that the clay tile main was broken allowing material to fall into the pipe and prevent flow from the customers service line. TnT Construction was contracted to establish permits, manage traffic control, make the repair and restoration of soils, concrete and bituminous.

The GRPUC Procurement Policy was followed.

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

### RECOMMENDATION:

Approve a motion to approve the procurement contract with TNT Construction Group for the emergency repair of sanitary main on Highway 2 in the west end of Grand Rapids for \$59,437.20 and allow 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 TNT Construction Group LLC, located at 40 County Road 63, Grand Rapids, MN 55744 (“**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 contractor to repair the main sewer line on Hwy 2 in front of Be In Touch Massage (“**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 6-08-2026. 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 9-01-2026, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Contractor’s Duties

2.1 The Contractor shall: Set up traffic control to dig up TH 2 in two locations to repair broken sanitary sewer mains. Grade class 5 and form and pour concrete roadway and curb in the west patch. Placed high early strength in the concrete in order for it to cure enough to place the asphalt patch by the end of the week. Grade class 5 and form and pour concrete roadway and curb in the east patch. Placed high early strength in the concrete in order for it to cure enough to place the asphalt patch by the end of the week Place black dirt and turf establishment. General clean up. General project clean up and demobilization.

(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.

### **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.

#### 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 Fifty-Nine Thousand Four Hundred and Thirty-Seven Dollars and Twenty Cents (\$59,437.20) in accordance with **Exhibit D**.

5.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Fifty-Nine Thousand Four Hundred and Thirty-Seven Dollars and Twenty Cents (\$59,437.20).

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**.

#### 6. 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: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Dominic Ellison at the following business address: 40 County Road 63, Grand Rapids, MN 55744, and the following telephone number: 218.326.4184, 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]

**TNT Construction Group LLC**

By: *Dominic Ellison*

Print Name: DOMINIC ELLISON

Title: PM

Date: 7/24/2026

**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

TNT Construction Group LLC  
Address: 40 County Road 63  
Grand Rapids, MN 55744  
Attn: Dominic Ellison  
Email: dominic@tnt-cg.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:

\$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**

Repair the broken sanity main on HWY 2 in front of Be In Touch Massage. Set up traffic control to dig up TH 2 in two locations to repair broken sanitary sewer mains. Grade class 5 and form and pour concrete roadway and curb in the west patch. Placed high early strength in the concrete in order for it to cure enough to place the asphalt patch by the end of the week. Grade class 5 and form and pour concrete roadway and curb in the east patch. Placed high early strength in the concrete in order for it to cure enough to place the asphalt patch by the end of the week Place black dirt and turf establishment. General clean up. General project clean up and demobilization.

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

The Contractor will be paid Fifty-Nine Thousand Four Hundred and Thirty-Seven Dollars and Twenty Cents (\$59,437.20)

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Fifty-Nine Thousand Four Hundred and Thirty-Seven Dollars and Twenty Cents (\$59,437.20).

GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC within 30 days after receiving an itemized invoice



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 26, 2026

**AGENDA ITEM:** Consider a motion to approve the procurement contract with TNT Construction Group for replacing eight fire hydrants throughout Grand Rapids for \$86,575 and allow 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 project with a budget of \$120,000. \$31,000 has been spent to date to procure hydrants and parts. This project is following the previously established asset management plan to replace hydrants based on condition tiers. These hydrants are not functional with normal maintenance.

The GRPUC Procurement Policy was followed and two quotes were received for the construction.

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

### **RECOMMENDATION:**

Approve a motion to approve the procurement contract with TNT Construction Group for replacing eight fire hydrants throughout Grand Rapids for \$86,575 and allow 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 TNT Construction Group LLC, a Contractor, located at 40 Co Rd 63, Grand Rapids, MN 55744 (“**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 replacing eight fire hydrants, provided by GRPUC, as part of a capital improvement plan.

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 8/26/2026. 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 12/30/2026 or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Contractor’s Duties

2.1 The Contractor shall:

Replace eight fire hydrants, which are provided by GRPUC, at the locations below. The contractor shall be responsible for the installation of the fire hydrants and restoration of the fire hydrant locations.

- 214 SW 3rd Ave
- 105 SW 3rd St.
- 701 NW 8th St.
- 201 SW 1st Ave
- NE 5th Ave & 6th St.
- NE 6th Ave & 6th St.
- Old K-Mart Hydrant west of Culvers
- 601 NW 9th Ave

**\*\*GRPUC will provide the fire hydrants, and any additional water main parts needed.**

(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.

### 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.

### 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 **Eighty-Six Thousand Five Hundred Seventy-Five Dollars (\$86,575.00)** in accordance with **Exhibit D**.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed **Eighty-Six Thousand Five Hundred Seventy-Five Dollars (\$86,575.00)**

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, 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 Dominic Ellison at the following business address, 40 Co Rd 63, Grand Rapids, MN 55744, and the following telephone number: 218-244-4166, 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]**

**TNT Construction Group, LLC**

By: Dominic Ellison

Print Name: Dominic Ellison

Title: Sr. Project Manager/Estimator

Date: 8/14/2026

**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.]

### **Copyright.**

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

### **9. GRPUC Audits.**

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

## **10. Publicity and Endorsement.**

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

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

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

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

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

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

## **13. General / Miscellaneous.**

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

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

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

13.4 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-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.

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

**GRPUC**

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

**TNT Construction Group, LLC**

Address: 40 Co Rd 63,  
Grand Rapids, MN 55744  
Attn: Sr Project Manager/Estimator  
Email: dominic@tnt-cg.com

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

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

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

provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

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

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

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

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

**[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.

- 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.

- 1.1 **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**

Replace eight fire hydrants, which are provided by GRPUC, at the locations below. The contractor shall be responsible for the installation of the fire hydrants and restoration of the fire hydrant locations in Grand Rapids, MN.

The crew shall contact chlorinate the interior portions of the hydrant and water main parts

All work to follow EPA Standards for drinking water.

The work will follow OSHA, AWWA, MPCA, and other State and Federal Regulatory Agencies.

- 214 SW 3rd Ave
- 105 SW 3rd St.
- 701 NW 8th St.
- 201 SW 1st Ave
- NE 5th Ave & 6th St.
- NE 6th Ave & 6th St.
- Old K-Mart Hydrant west of Culvers
- 601 NW 9th Ave

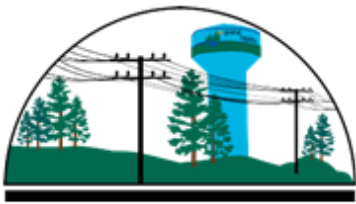
**\*\*GRPUC will provide the fire hydrants, and any additional water main parts needed.**

**Exhibit D: Price and Payment Schedule**

GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services performed, within 30 days.

-214 SW 3rd Ave: **\$8,900.00**  
-105 SW 3rd St: **\$11,400.00**  
-701 NW 8th St: **\$15,875.00**  
-201 SW 1st Ave: **\$10,875.00**  
-NE 5th Ave & 6th St: **\$8,900.00**  
-NE 6th Ave & 6th St: **\$10,250.00**  
-Old K-Mart Hydrant west of Culvers: **\$8,900.00**  
-601 NW 9th Ave: **\$11,475.00**  
**Total: \$86,575.00**

\*\*GRPUC will provide the fire hydrants, and any additional water main parts needed.



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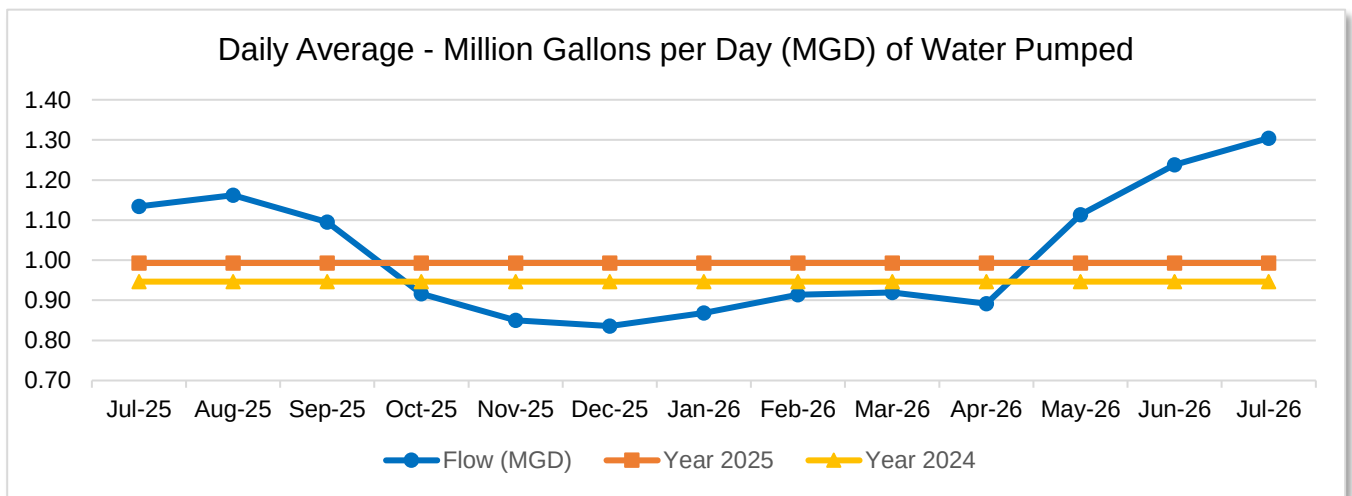
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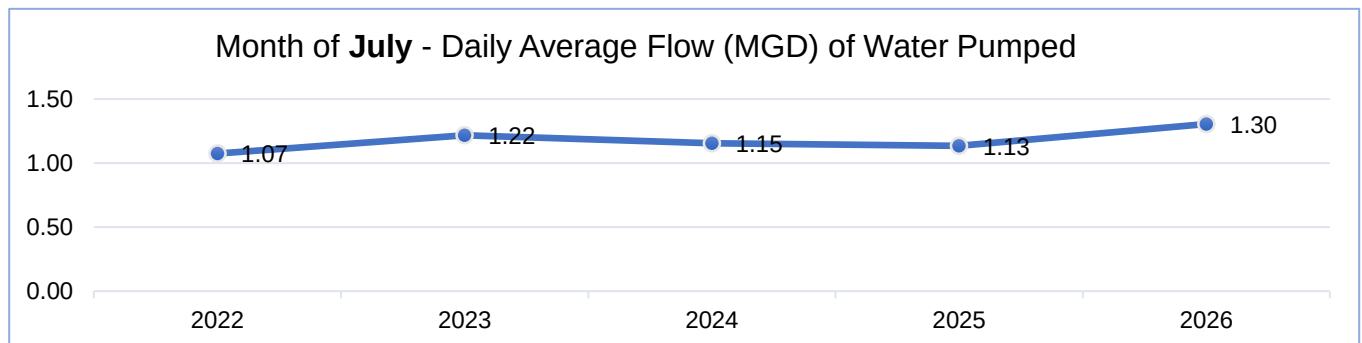
## WATER MONTHLY ANALYSIS REPORT July 2026

### Water Operations

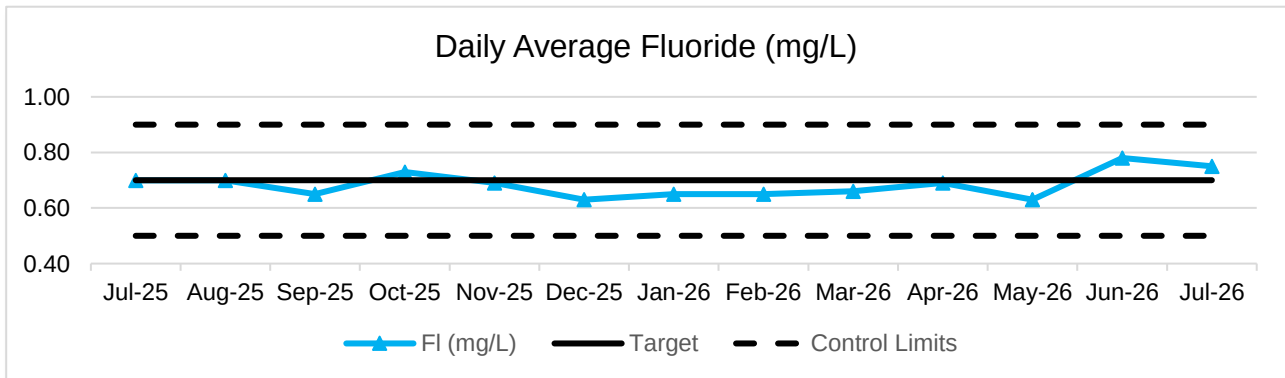
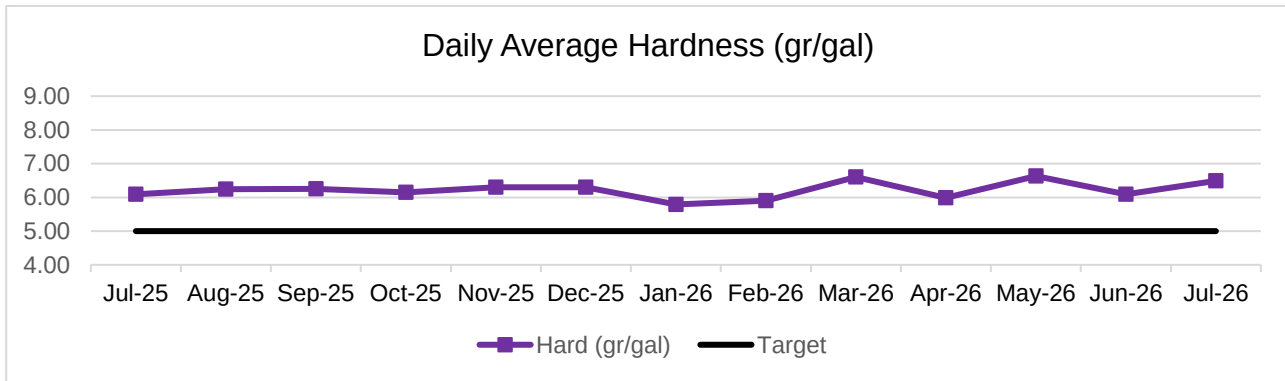
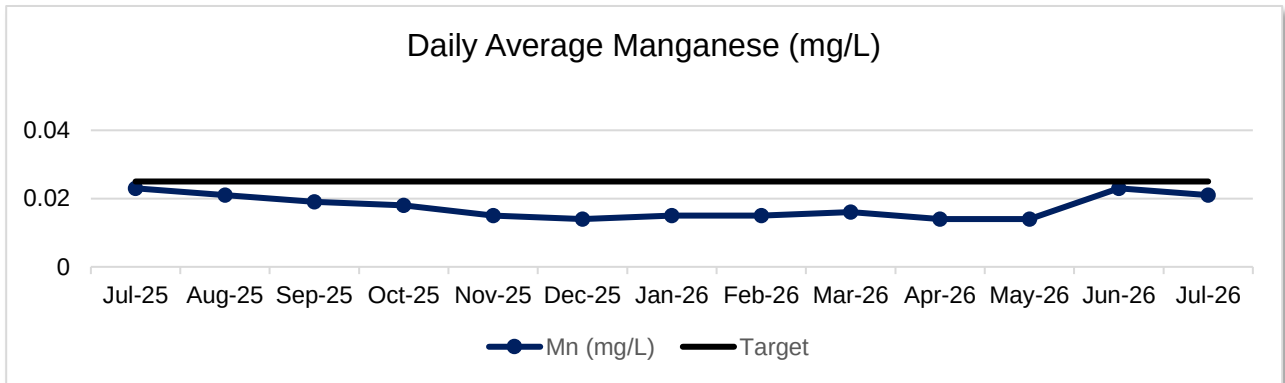
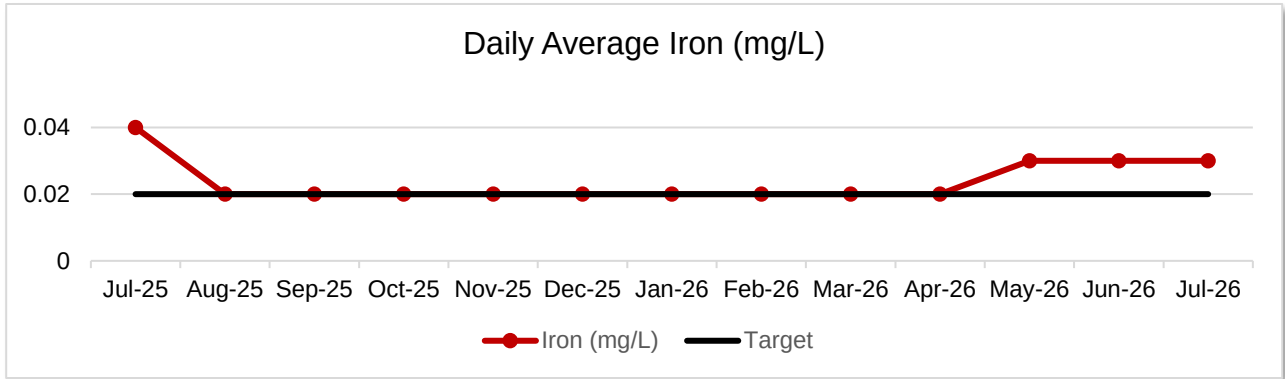
The water plant pumped an average of 1.30 million gallons of water per day (MGD) with a peak of 1.53 million gallons during last month which is normal for this time of the year.



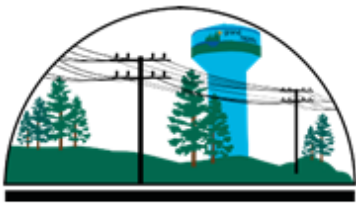
The above graph illustrates the annual cycle of water demand/usage monthly (blue line). Additionally, it displays the general trend of water usage by our customers.



The above graph illustrates how the current month's demand/usage compares to the same month of previous years.



Water quality analysis was normal for the month as displayed in the graphs above.



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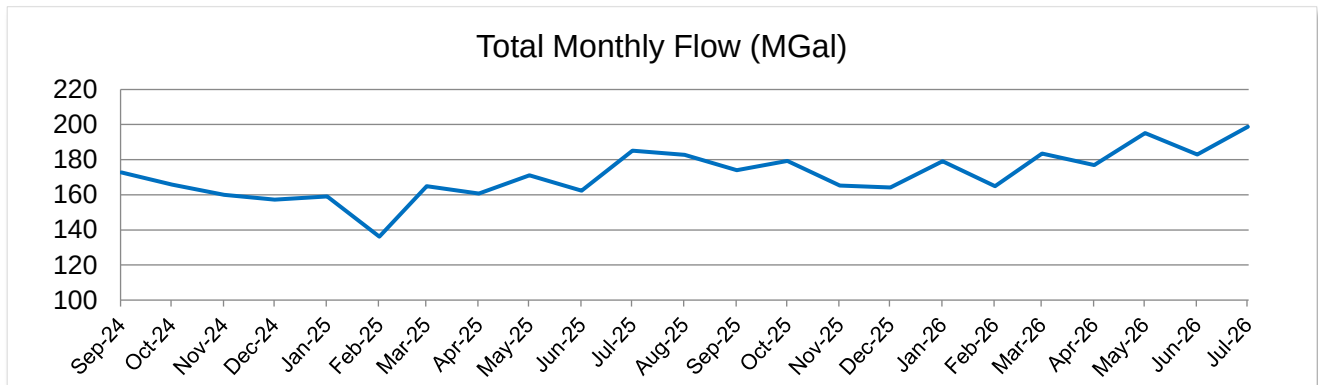
Item 15.

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## WASTEWATER MONTHLY ANALYSIS REPORT July 2026

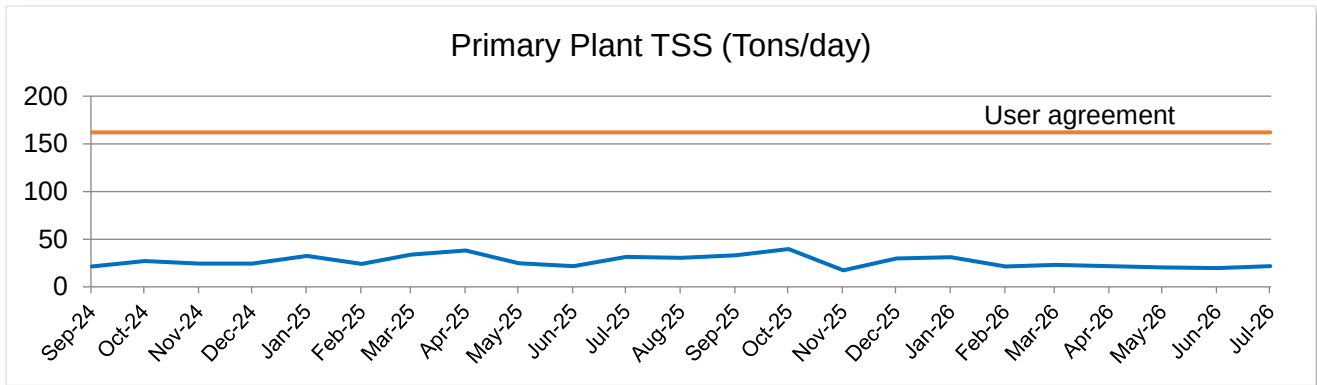
### Wastewater Operations

The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month while treating 199 million gallons of water removing 99.4% of the Total Suspended Solids (TSS) and 96.1% Biochemical Oxygen Demand (cBOD).

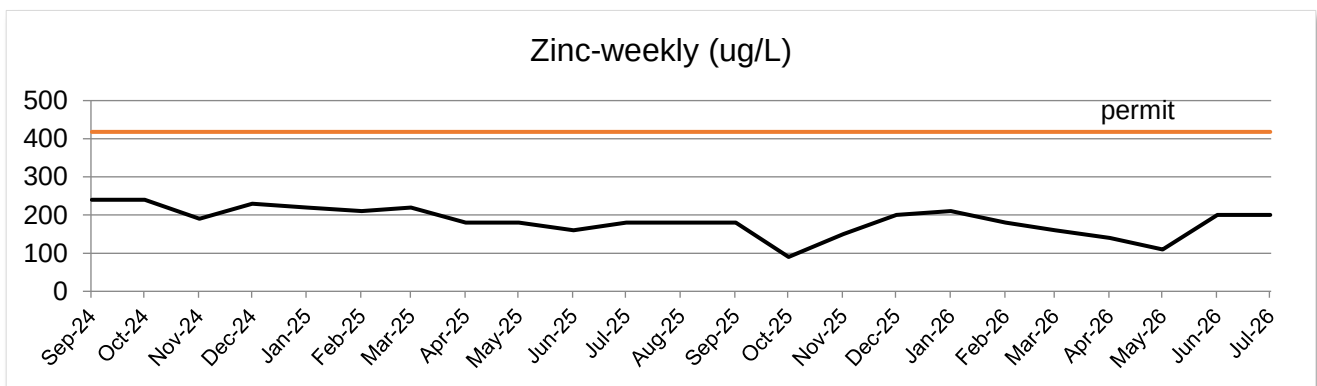
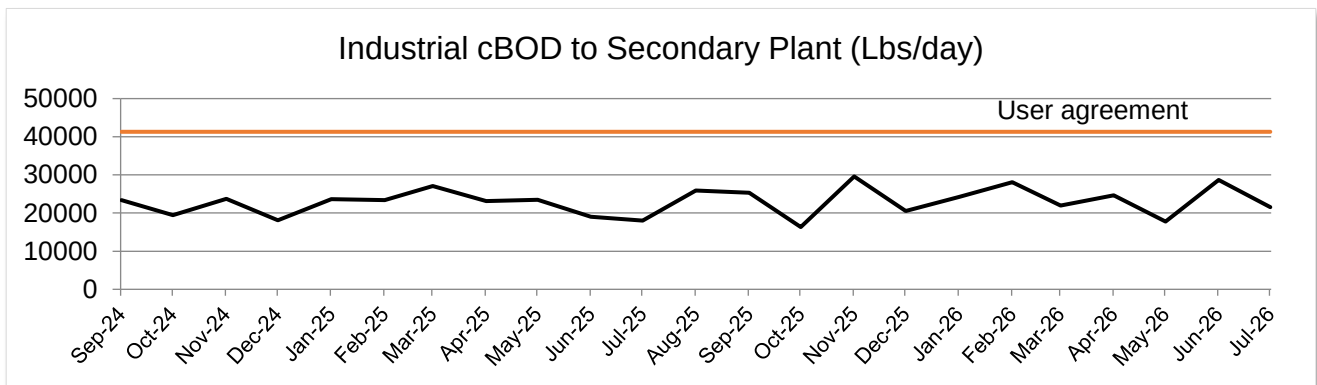


|                      | Design Limits<br>(monthly AVG) | Actual Results |
|----------------------|--------------------------------|----------------|
| <u>Primary Plant</u> |                                |                |
| Flow (MGD)           | 13.25                          | 5.0            |
| TSS (Tons/day)       | 162                            | 21.6           |
| TSS Peak (Tons/Day)  | 284                            | 57.6           |

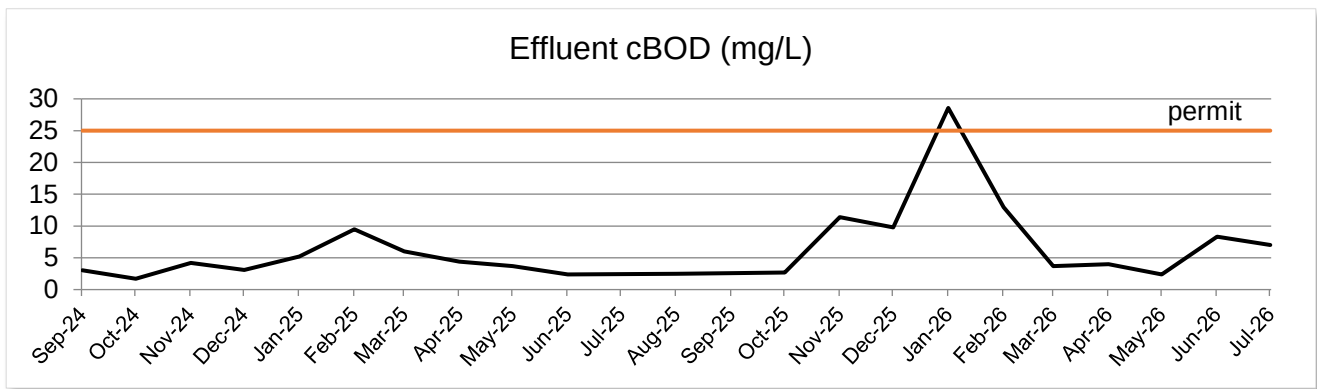
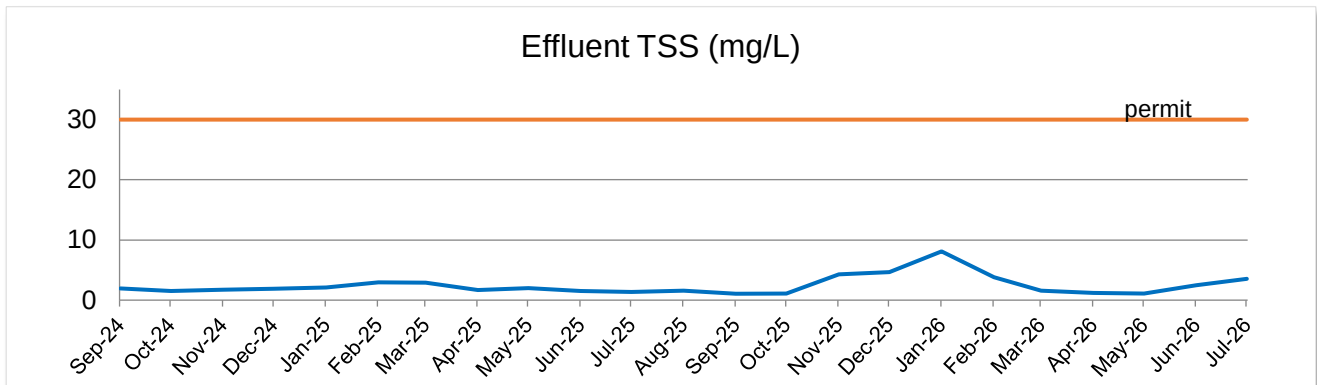




|                        | Design Limits<br>(monthly AVG) | Actual Results |
|------------------------|--------------------------------|----------------|
| <b>Secondary Plant</b> |                                |                |
| Flow (MGD)             | 15.25                          | 6.4            |
| cBOD (lbs/Day)         | 41,300                         | 24,761         |
| Peak cBOD (lbs/Day)    | 57,350                         | 55,712         |
| Zinc-weekly (ug/L)     | 418                            | 200            |
| % GRPUC                |                                | 29.3%          |



|                               | Permit Limits<br>(monthly AVG) | Actual Results |
|-------------------------------|--------------------------------|----------------|
| <b>Effluent</b>               |                                |                |
| TSS (mg/L) – monthly average  | 30                             | 3.6            |
| cBOD (mg/L) – monthly average | 25                             | 7.0            |
| Dissolved Oxygen (mg/L)       | >1.0                           | 5.1            |



### **Sludge Landfill Operations**

- 0.38 million gallons of leachate were hauled last month which is normal.
- 3072 cubic yards of sludge solids were hauled to the landfill

