



# **GRAND RAPIDS PUBLIC UTILITIES COMMISSION**

## **MEETING AGENDA**

**Wednesday, July 23, 2025**  
**4:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, July 23, 2025 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PUBLIC FORUM:**

**APPROVAL OF MINUTES:**

1. Consider a motion to approve the June 12, 2025 Work Session Minutes and June 25, 2025 Regular Meeting Minutes.

**VERIFIED CLAIMS:**

2. Consider a motion to approve \$2,346,186.97 in verified claims for June and July 2025.

**COMMISSION REPORTS:**

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

3. Consider a motion to authorize the sale of 2021 GMC Canyon to Enterprise or at an auction.
4. Consider a motion to ratify the agreement with Paul Bunyan Communications to provide Wi-Fi service, including labor and hardware, for a one-time cost of \$3,634.08.
5. Consider a motion to ratify the General Manager's execution of an addendum to the Oracle contract, acknowledging Oracle as a third-party vendor under the Trimble (Cityworks) license.
6. Consider a motion to ratify the procurement contract with Badger State Inspection for a Grid Bee GS-9 mixer for the WTP clear well for \$16,616.
7. Consider a motion to ratify the procurement contract with Duncan Company for an eight-inch Cla-Val pump control valve for #2 High Service Pump for the WTP for \$19,016.
8. Consider a motion to ratify the procurement contract with Keller Fence for the fence repair around well 4 and 6 for \$24,582.31.
9. Consider a motion to ratify the procurement contract with Water Conservation Services Inc. for a leak study around Grand Rapids for \$9,850.

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

CONTRACTS:

- [10.](#) Consider a motion to approve the purchase and installation of firewall and switch equipment by Paul Bunyan Communications and authorize the General Manager to sign the agreement for a one-time cost of \$43,874.75.
- [11.](#) Consider a motion to approve the procurement contract with Dave Berg Consulting LLC to update to the electric and water/wastewater cost of service studies and authorize the General Manager to sign the contract in the amount of \$29,000.
- [12.](#) Consider a motion to approve change order #1 in the amount of \$8641.54 for ELCP-00-0717, Airport Road Electric Underground Installation Project.
- [13.](#) Consider a motion to approve the procurement contract with Badger State Inspection for the south tower coating rehabilitation for \$96,700 and authorize the General Manager to sign the contract.
- [14.](#) Consider a motion to approve the procurement contract with TNT Construction Group for replacing seven fire hydrants throughout Grand Rapids for \$64,850 and authorize the General Manager to sign the contract.
- [15.](#) Consider a motion to approve the procurement contract with General Repair for the replacement Recycle Pump for the water plant for \$28,261 and authorize the General Manager to sign the contract.
- [16.](#) Consider a motion to approve the procurement contract with Ziegler Power Systems for a generator for well 4 and authorize the General Manager to sign the contract for \$94,965.
- [17.](#) Consider a motion to approve the procurement contract with NOS Automation for the Radio Communication Upgrades for the water system and authorize the General Manager to sign the contract for \$31,100.
- [18.](#) Consider a motion to approve a procurement contract with Bolton and Menk, Inc. (BMI) for additional services and water system modeling and authorize the General Manager to sign the contract for \$214,088.

OPERATIONS & CAPITAL UPDATES:

- [19.](#) Operations & Capital Updates
- [20.](#) Consider a motion to approve the July 1, 2025 renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount up to \$156,007, 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.
- [21.](#) Consider a motion to approve a revision on the Water Hydrant Use policy and Water Hydrant Use Agreement.

## REPORTS:

### 22. Monthly Reports

## ADJOURNMENT:

The next Work Session is scheduled for Wednesday, August 13, 2025 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, August 27, 2025 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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



# **GRAND RAPIDS PUBLIC UTILITIES COMMISSION WORK SESSION MEETING MINUTES**

**Thursday, June 12, 2025**

**2:30 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 Thursday, June 12, 2025 at 2:30 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 2:35 PM**

**CALL OF ROLL:**

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

**ABSENT:** Commissioner Rick Smith with notice

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

**BUSINESS:**

1. Consider a motion to ratify \$1,193,828.02 in verified claims for May 2025.

**Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to ratify \$1,193,828.02 in verified claims for May 2025.**

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

2. Operations and Capital Updates Work Session Presentation

**GRPU staff gave the Operations and Capital Updates Work Session Presentation**

**ADJOURNMENT:**

**There being no further business, the meeting adjourned at 3:45 PM.**

**Respectfully submitted,**

*Megan Sjostrand*

**Megan Sjostrand**





**GRAND RAPIDS PUBLIC UTILITIES COMMISSION**  
**MEETING MINUTES**  
**Wednesday, June 25, 2025**  
**4:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, June 25, 2025 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

**President Stanley called the meeting to order at 4:03PM**

CALL OF ROLL:

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

**ABSENT: Commissioner Rick Smith, Council Representative Rick Blake with notice**

**OTHERS: Julie Kennedy, Steve Mattson, Michael LeClaire, Chad Troumbly, Megan Sjostrand**

PUBLIC FORUM:

**No one from the public was present**

APPROVAL OF MINUTES:

1. Consider a motion to approve the May 28, 2025 Regular Meeting Minutes.

**Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to approve the May 28, 2025 Regular Meeting Minutes.**

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

VERIFIED CLAIMS:

2. Consider a motion to approve \$697,131.80 in verified claims for May and June 2025.

**Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve \$697,131.80 in verified claims for May and June 2025.**

**Voting Yea: Secretary Francisco, Commissioner Saxhaug**

**Voting Abstaining: President Stanley**

COMMISSION REPORTS:

**None.**

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

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

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

3. Consider a motion to ratify the agreement with Paul Bunyan Communications for Business Internet Services for a monthly fee of \$900.00.

**Approved on consent agenda.**

4. Consider a motion to ratify the procurement contract with NOS Automation for a panel view, PLC and programming for the water booster station for \$24,000.

**Approved on consent agenda.**

5. Consider a motion to ratify the procurement contract with NOS Automation for two VFD's for the water booster station pumps for \$14,000.

**Approved on consent agenda.**

6. Consider a motion to ratify the procurement contract with Stantec Consulting Services Inc. for engineering services for updating drawings and information for the landfill permit for \$20,000.

**Approved on consent agenda.**

7. Consider a motion to ratify the procurement contract with High Standards Landscaping for lawn mowing services for W-WW and Electric departments for \$10,920.

**Approved on consent agenda.**

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

**Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to add an additional agenda item presented as 12a and approve the remainder of the agenda.**

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

CONTRACTS:

OPERATIONS & CAPITAL BUSINESS:

8. Operations & Capital Updates

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

9. Consider a motion to approve the revised Minnesota Pay Equity Compliance Report and authorize submission to the Minnesota Office of Management and Budget to address and resolve the previously identified noncompliance.

**Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to approve the revised Minnesota Pay Equity Compliance Report and authorize submission to the Minnesota Office of Management and Budget to address and resolve the previously**

**identified noncompliance.**

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

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

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

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

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

**Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to declare a Journey Line Worker vacancy exists, approve the updated job description, and authorize the internal posting and external advertising for the position.**

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

12. Consider a motion to approve the updated job description for the Finance Manager and authorize the internal and external advertisement for the position.

**Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve the updated job description for the Finance Manager and authorize the internal and external advertisement for the position.**

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

- 12a. *Added item due to time-sensitivity-* Consider a motion to adopt Resolution 06-25-25-06 to accept grant funds from and authorize the General Manager to enter into a grant agreement with the State of Minnesota Department of Public Safety for a backup power generator at the Combined Service Center.

**Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to adopt Resolution 06-25-25-06 to accept grant funds from and authorize the General Manager to enter into a grant agreement with the State of Minnesota Department of Public Safety for a backup power generator at the Combined Service Center.**

**Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug.**

13. Monthly Reports

**Reviewed GRPU Monthly Reports**

ADJOURNMENT:

**There being no further business, the meeting adjourned at 4:40 PM.**

**Respectfully submitted,**

*Megan Sjostrand*

**Megan Sjostrand**



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve \$2,346,186.97 in verified claims for June and July 2025.

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

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### BACKGROUND:

See attached check registers:

Computer check register \$1,636,387.30  
Manual check register \$709,799.67

Total \$2,346,186.97

### RECOMMENDATION:

Approve \$2,346,186.97 in verified claims for June and July 2025.

Grand Rapids Public Utilities  
Accounts Payable  
June/July 2025  
(Meeting Date: 7/23/2025)

Item 2.

| NAME                            | AMOUNT       | NAME                           | AMOUNT             |
|---------------------------------|--------------|--------------------------------|--------------------|
| American Eagle Security Systems | 5,820.00     | Personnel Dynamics             | 3,065.92           |
| Baldwin Supply Company          | 610.64       | Polydyne Inc                   | 69,298.34          |
| Border States                   | 4,776.68     | Power Process                  | 244.00             |
| Busy Bees Cleaning              | 2,215.00     | Procise Solutions              | 92.50              |
| Central McGowan                 | 1,304.70     | Public Utilities               | 2,913.85           |
| Compass Minerals                | 13,803.05    | Quality Flow Systems           | 7,793.58           |
| Cooperative Response Center     | 2,127.46     | Railroad Management            | 3,871.56           |
| Core & Main                     | 5,398.41     | Rapids Radio                   | 955.50             |
| Davis Oil                       | 1,803.91     | Rob's Bobcat Service           | 31,820.00          |
| Emergent Software               | 12,225.31    | RMB                            | 6,647.00           |
| Fastenal                        | 4,940.92     | Sandstrom                      | 1,099.81           |
| Ferguson Waterworks             | 1,226.51     | S E H                          | 13,180.13          |
| Frontier Energy                 | 5,774.09     | Shi                            | 5,827.40           |
| Gopher State One                | 299.70       | SpryPoint                      | 29,000.00          |
| Grainger                        | 3,957.04     | Stuart Irby                    | 2,716.02           |
| Graybar                         | 1,847.20     | Thein Well                     | 32,620.65          |
| Hach                            | 10,828.49    | TNT Construction               | 6,088.00           |
| Hawkins                         | 23,157.05    | Treasure Bay Printing          | 288.00             |
| High Standards                  | 2,184.00     | Vestis                         | 585.03             |
| Idexx                           | 1,257.72     | Viking Electric                | 3,895.96           |
| Industrial Lubricant            | 3,890.40     | Waste Management               | 3,269.82           |
| J Radtke Trucking               | 7,582.80     | Wesco                          | 8,820.00           |
| Johnson, Killen, Seiler         | 1,350.60     | WUSZ-FM                        | 420.00             |
| League of MN Cities             | 156,007.00   | Xerox                          | 222.13             |
| McMaster-Carr                   | 2,220.85     | Ziegler                        | 2,443.47           |
| MN Energy                       | 190.50       |                                |                    |
| MN Municipal Utilities          | 8,495.25     | Energy Efficiency Rebate:      |                    |
| MN Power                        | 1,057,293.59 | Grand Itasca Clinic & Hospital | 2,063.12           |
| Mpower                          | 450.00       | Raitz, Kari                    | 10.00              |
| Nearmap                         | 7,085.00     | Shuster, Shelly                | 150.00             |
| North Central Laboratories      | 490.34       | Tverberg, Michael              | 70.00              |
| Northeast Technical Services    | 18,381.97    |                                |                    |
| Oracle                          | 27,919.33    |                                |                    |
|                                 |              | Total                          | <hr/> 1,636,387.30 |

# June 2025 Check Register

Item 2.

| Document Di Check # | Vendor Name                             | Document Amount |           |
|---------------------|---|-----------------|-----------|
| 6/2/2025 5394       | Public Employees Retirement Association | 19,756.93       | 6/2/2025  |
| 6/2/2025 5395       | MN Department of Revenue                | 6,087.70        | 6/2/2025  |
| 6/2/2025 5396       | Wells Fargo Bank                        | 34,983.09       | 6/2/2025  |
| 6/2/2025 5397       | Empower Retirement                      | 11,173.92       | 6/2/2025  |
| 6/1/2025 5399       | Northeast Service Cooperative           | 4,719.00        | 6/30/2025 |
| 6/1/2025 5400       | Northeast Service Cooperative           | 64,355.48       | 6/30/2025 |
| 6/5/2025 5401       | Invoice Cloud                           | 3,482.70        | 6/30/2025 |
| 6/1/2025 5402       | UNUM Life Insurance Company of America  | 4,305.46        | 6/30/2025 |
| 6/16/2025 5403      | Public Employees Retirement Association | 19,883.83       | 6/16/2025 |
| 6/16/2025 5404      | MN Department of Revenue                | 5,884.30        | 6/16/2025 |
| 6/16/2025 5405      | Wells Fargo Bank                        | 33,884.92       | 6/16/2025 |
| 6/16/2025 5406      | Empower Retirement                      | 11,109.42       | 6/16/2025 |
| 6/17/2025 5407      | WEX Health                              | 1,168.16        | 6/30/2025 |
| 6/20/2025 5408      | MN Department of Revenue                | 82,011.00       | 6/30/2025 |
| 6/27/2025 5409      | Public Employees Retirement Association | 21,619.34       | 6/27/2025 |
| 6/27/2025 5410      | MN Department of Revenue                | 6,696.71        | 6/27/2025 |
| 6/27/2025 5411      | Wells Fargo Bank                        | 38,251.47       | 6/27/2025 |
| 6/27/2025 5412      | Voya Institutional Trust Company        | 12,236.58       | 6/27/2025 |
| 5413-5420           | Used in July 2025                       |                 |           |
| 6/8/2025 5421       | Wells Fargo PCard                       | 6,558.15        |           |
| 6/27/2025 5422      | Public Employees Retirement Association | 300.00          | 6/30/2025 |
| 6/25/2025 5423      | TASC                                    | 86.58           | 6/30/2025 |
| 6/2/2025 84641      | MN Child Support Payment Center         | 427.31          | 6/2/2025  |
| 6/2/2025 84642      | NCPERS Group Life Insurance             | 80.00           | 6/2/2025  |
| 6/6/2025 84643      | City of LaPrairie                       | 17,209.17       | 6/30/2025 |
| 6/13/2025 84644     | MN Child Support Payment Center         | 427.31          | 6/13/2025 |
| 6/18/2025 84695     | SPX Flow Technology                     | 140,009.10      | 6/18/2025 |
| 6/18/2025 84696     | Customer Refunds Utility Accounts       | 95.44           | 6/30/2025 |
| 6/18/2025 84697     | Customer Refunds Utility Accounts       | 93.09           | 6/30/2025 |
| 6/18/2025 84698     | Customer Refunds Utility Accounts       | 339.85          | 6/30/2025 |
| 6/18/2025 84699     | Customer Refunds Utility Accounts       | 123.51          | 6/30/2025 |
| 6/18/2025 84700     | Customer Refunds Utility Accounts       | 124.22          | 6/30/2025 |
| 6/18/2025 84701     | Customer Refunds Utility Accounts       | 119.74          | 6/30/2025 |
| 6/18/2025 84702     | Customer Refunds Utility Accounts       | 95.67           | 6/30/2025 |
| 6/18/2025 84703     | Customer Refunds Utility Accounts       | 110.90          | 6/30/2025 |
| 6/18/2025 84704     | Customer Refunds Utility Accounts       | 243.24          | 6/30/2025 |
| 6/18/2025 84705     | Customer Refunds Utility Accounts       | 912.21          | 6/30/2025 |
| 6/18/2025 84706     | Customer Refunds Utility Accounts       | 56.68           | 6/30/2025 |
| 6/18/2025 84707     | Customer Refunds Utility Accounts       | 73.20           | 6/30/2025 |
| 6/18/2025 84708     | Customer Refunds Utility Accounts       | 14.81           | 6/30/2025 |
| 6/18/2025 84709     | Customer Refunds Utility Accounts       | 56.56           | 6/30/2025 |
| 6/18/2025 84710     | Customer Refunds Utility Accounts       | 36.69           | 6/30/2025 |
| 6/18/2025 84711     | Customer Refunds Utility Accounts       | 9.12            | 6/30/2025 |
| 6/18/2025 84712     | Customer Refunds Utility Accounts       | 133.70          | 6/30/2025 |
| 6/18/2025 84713     | Customer Refunds Utility Accounts       | 117.67          | 6/30/2025 |
| 6/18/2025 84714     | Customer Refunds Utility Accounts       | 102.77          | 6/30/2025 |
| 6/18/2025 84715     | Customer Refunds Utility Accounts       | 93.34           | 6/30/2025 |
| 6/18/2025 84716     | Customer Refunds Utility Accounts       | 115.38          | 6/30/2025 |
| 6/18/2025 84717     | Customer Refunds Utility Accounts       | 69.91           | 6/30/2025 |
| 6/18/2025 84718     | Customer Refunds Utility Accounts       | 150.55          | 6/30/2025 |
| 6/18/2025 84719     | Customer Refunds Utility Accounts       | 106.69          | 6/30/2025 |
| 6/18/2025 84720     | Customer Refunds Utility Accounts       | 106.89          | 6/30/2025 |
| 6/18/2025 84721     | Customer Refunds Utility Accounts       | 74.14           | 6/30/2025 |

|           |                 |  |           |           |
|-----------|-----------------|--|-----------|-----------|
| 6/18/2025 | 84722           | Customer Refunds Utility Accounts              | 56.10     | 6/30/2025 |
| 6/24/2025 | 84723           | Dickie Brett                                   | 40.00     | 6/24/2025 |
| 6/24/2025 | 84724           | Mattson Steve                                  | 16.10     | 6/24/2025 |
| 6/24/2025 | 84725           | Postage By Phone System                        | 5,000.00  | 6/24/2025 |
| 6/24/2025 | 84726           | Radtke James                                   | 8,295.00  | 6/24/2025 |
| 6/24/2025 | 84727           | UPS  | 740.24    | 6/24/2025 |
| 6/24/2025 | 84728           | US Bank Equipment Finance                      | 243.11    | 6/24/2025 |
| 6/24/2025 | 84729           | Verizon Wireless                               | 4,226.34  | 6/24/2025 |
| 6/27/2025 | 84730           | Circle K                                       | 13,910.27 | 6/27/2025 |
| 6/27/2025 | 84731           | Emergent Software, LLC                         | 27,058.00 | 6/27/2025 |
| 6/27/2025 | 84732           | Fastenal Company                               | 440.33    | 6/27/2025 |
| 6/27/2025 | 84733           | Figgins Truck & Trailer Repair Incorporated    | 1,791.34  | 6/27/2025 |
| 6/27/2025 | 84734           | Frontier Energy Incorporated                   | 6,237.50  | 6/27/2025 |
| 6/27/2025 | 84735           | inLighten                                      | 788.00    | 6/27/2025 |
| 6/27/2025 | 84736           | Johnson Killen & Seiler PA                     | 1,796.30  | 6/27/2025 |
| 6/27/2025 | 84737           | Locators & Supplies                            | 533.11    | 6/27/2025 |
| 6/27/2025 | 84738           | MN Rural Water Association                     | 425.00    | 6/27/2025 |
| 6/27/2025 | 84739           | Otten Tom                                      | 35.00     | 6/27/2025 |
| 6/27/2025 | 84740           | Personnel Dynamics Incorporated                | 944.59    | 6/27/2025 |
| 6/27/2025 | 84741           | Pioneer Critical Power use Titan Energy Vendor | 2,144.00  | 6/27/2025 |
| 6/27/2025 | 84742           | RCB Collections Incorporated                   | 49.78     | 6/27/2025 |
| 6/27/2025 | 84743           | Rychart Window Cleaning                        | 1,235.00  | 6/27/2025 |
| 6/27/2025 | 84744           | Scalice, Sophia                                | 105.00    | 6/27/2025 |
| 6/27/2025 | 84745           | SSP Innovations, LLC                           | 23,000.00 | 6/27/2025 |
| 6/27/2025 | 84746           | Stantec Consulting Services, Inc               | 19,829.75 | 6/27/2025 |
| 6/27/2025 | 84747           | TNT Aggregates LLC                             | 3,880.00  | 6/27/2025 |
| 6/27/2025 | 84748           | Waste Management of WI MN                      | 6,094.31  | 6/27/2025 |
| 6/27/2025 | 84749           | WinCan   | 5,300.00  | 6/27/2025 |
| 6/27/2025 | 84750           | WUSZ- FM                                       | 440.00    | 6/27/2025 |
| 6/27/2025 | 84751           | Xerox Corporation                              | 80.33     | 6/27/2025 |
| 6/27/2025 | 84752           | MN Child Support Payment Center                | 427.31    | 6/27/2025 |
| 6/27/2025 | 84753           | MN Council 65                                  | 1,855.80  | 6/27/2025 |
| 6/27/2025 | 84754           | MN Department of Health                        | 7,836.00  | 6/30/2025 |
| 6/30/2025 | 84755           | City of Grand Rapids                           | 72,333.33 | 6/30/2025 |
| 6/30/2025 | 84756           | City of Grand Rapids                           | 136.50    | 6/30/2025 |
| 6/30/2025 | 84757           | City of Grand Rapids                           | 80,965.53 | 6/30/2025 |
| 6/24/2025 | EFT000000000005 | Hansen Mark                                    | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000005 | Stoltz Gary                                    | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000005 | Blanchard Jason                                | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000005 | LeClaire Mike                                  | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000005 | Riley Joseph                                   | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000005 | Dimich Corey                                   | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000005 | Stanley Tom                                    | 716.20    | 6/24/2025 |
| 6/24/2025 | EFT000000000005 | Trboyevich Doug                                | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000005 | Rundell Eric                                   | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000006 | Langer Stephen A                               | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000006 | Lane Jean                                      | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000006 | Troumbly, Chad M                               | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000006 | Sjostrand, Megan                               | 40.00     | 6/24/2025 |
| 6/24/2025 | EFT000000000006 | Veith, Jaime                                   | 40.00     | 6/24/2025 |

Checks Previously Approved \*\* 140,009.10

Manual Checks/EFT to be approved 709,799.67

**Total Manual Checks 849,808.77**



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23<sup>rd</sup>, 2025

**AGENDA ITEM:** Consider a motion to authorize the sale of 2021 GMC Canyon to Enterprise or at an auction.

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

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### BACKGROUND:

As part of the Enterprise Fleet Management plan; the following vehicle has been replaced and will be sold to Enterprise or at an auction as part of the program:

2021 GMC Canyon 4WD, VIN 1GTH6BEA9M1106882 License# 963-161 39,718 miles (Truck 88)



### RECOMMENDATION:

Consider a motion to authorize the sale of 2021 GMC Canyon to Enterprise or at an auction.





## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to ratify the agreement with Paul Bunyan Communications to provide Wi-Fi service, including labor and hardware, for a one-time cost of \$3,634.08.

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

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### **BACKGROUND:**

The office is currently served by a single Wi-Fi access point located in the conference room, resulting in limited wireless coverage throughout the facility. This impacts staff, vendors, and training participants who rely on mobile devices for work tasks. Additionally, the building has a weak internal cellular signal, further restricting mobile connectivity.

The existing access point also has limited capacity for simultaneous users. During large training sessions or high-traffic periods, users frequently experience dropped connections, disrupting operations and training.

To resolve these issues, we recommend installing additional Wi-Fi access points. This upgrade will enhance coverage, including in the crew room—support more concurrent users, and ensure reliable connectivity, ultimately improving productivity and overall efficiency.

### **RECOMMENDATION:**

Ratify the agreement with Paul Bunyan Communications to provide Wi-Fi service, including labor and hardware, for a one-time cost of \$3,634.08.



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

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to ratify the General Manager's execution of an addendum to the Oracle contract, acknowledging Oracle as a third-party vendor under the Trimble (Cityworks) license.

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

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### **BACKGROUND:**

This addendum is required to complete the current integration agreement with Oracle, enabling the integration of NetSuite software with the Cityworks asset management system for payroll, materials inventory, and asset tracking. The addendum will be incorporated into the existing Trimble (Cityworks) license previously signed by the Mayor of Grand Rapids. The signing of this addendum does not have any financial impact to the existing Oracle License agreement.

### **RECOMMENDATION:**

Ratify the General Manager's execution of an addendum to the Oracle contract, acknowledging Oracle as a third-party vendor under the Trimble (Cityworks) license.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Badger State Inspection for a Grid Bee GS-9 mixer for the WTP clear well for \$16,616.

**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 \$99,552. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

### **RECOMMENDATION:**

Approve a motion to ratify the procurement contract with Badger State Inspection for a Grid Bee GS-9 mixer for the WTP clear well for \$16,616.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Duncan Company for an eight-inch Cla-Val pump control valve for #2 High Service Pump for the WTP for \$19,016.

**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 \$3,515,976. \$500,000 has been spent to date.

This project involves the replacement of an original pump control valve at the Water Treatment Plant (WTP), which is essential for delivering water to the distribution system. Pump control valves are pilot-operated and installed on the discharge side of pumps. They play a critical role in preventing pipeline surges by controlling pressure fluctuations during pump startup and shutdown. Replacing the aging valve ensures reliable system performance and protects the distribution infrastructure.

Duncan Company the distributor for this valve and it is a direct replacement of the existing valve.

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

### **RECOMMENDATION:**

Consider a motion to ratify the procurement contract with Duncan Company for an eight-inch Cla-Val pump control valve for #2 High Service Pump for the WTP for \$19,016.



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

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Keller Fence for the fence repair around well 4 and 6 for \$24,582.31.

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

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### **BACKGROUND:**

This procurement is for an approved Water Wastewater O&M project with a budget of \$25,000. \$15,400 to come from O&M budget and \$9,600 from a MDH grant we received. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

### **RECOMMENDATION:**

Approve a motion to ratify the procurement contract with Keller Fence for the fence repair around well 4 and 6 for \$24,582.31.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Water Conservation Services Inc. for a leak study around Grand Rapids for \$9,850.

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

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### **BACKGROUND:**

This procurement is for an approved Water Wastewater O&M project with a budget of \$11,000. \$0 has been spent to date.

This initiative was presented to the Commission at the April meeting as a planned future task aimed at reducing unaccounted-for water. Conducting a leak study will help the utility identify and address water loss within the distribution system, supporting efforts to improve system efficiency, conserve resources, and enhance operational performance.

The GRPUC Procurement Policy was followed.

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

### **RECOMMENDATION:**

Approve a motion to ratify the procurement contract with Water Conservation Services Inc. for a leak study around Grand Rapids for \$9,850.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve the purchase and installation of firewall and switch equipment by Paul Bunyan Communications and authorize the General Manager to sign the agreement for a one-time cost of \$43,874.75.

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

### BACKGROUND:

The current server and networking infrastructure, including the firewall and core switches, has exceeded its useful life and no longer meets the demands of our system architecture. As technology advances and cyber threats increase, this outdated hardware poses significant risks to network security, reliability, and scalability.

Upgrading the firewall and switches is necessary to comply with current cybersecurity standards and IT best practices. The new equipment will offer enhanced threat detection, intrusion prevention, and traffic control—critical tools for maintaining a secure and resilient network.

The updated infrastructure will also support future growth, including increased use of applications, remote access, and overall network demand. A backup firewall is also recommended to ensure business continuity, providing seamless failover in the event of a failure or cyber incident.

This upgrade is included in the 2025 capital budget and represents a strategic investment in reducing risk and supporting long-term operational needs. The service for the purchase and installation falls under the IT Managed Services Agreement with Paul Bunyan under additional services at an hourly rate.

For security reasons, the detailed IT agreement is not included in the public agenda.

### RECOMMENDATION:

Approve the purchase and installation of firewall and switch equipment by Paul Bunyan Communications and authorize the General Manager to sign the agreement for a one-time cost of \$43,874.75.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve the procurement contract with Dave Berg Consulting LLC to update to the electric and water/wastewater cost of service studies and authorize the General Manager to sign the contract in the amount of \$29,000.

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

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### **BACKGROUND:**

An update to our 2022 Cost of Service Study and Rate Design Report is needed to reflect operational and financial changes implemented since the prior study. The last report provided a comprehensive review of utility costs and rate structures, serving as the foundation for the current five-year rate plan. However, changes in operational priorities, staffing models, and the Capital Improvement Plan (CIP) now require an updated financial forecast to ensure continued rate stability and alignment with long-term infrastructure needs.

Several factors necessitate this update. First, adjustments to GRPU's operating structure such as the addition of disinfection at the Water Treatment Plant as well as internal resource allocations have shifted the functionalization and classification of costs. Second, GRPU has developed a revised 10-year CIP with significant reinvestments in water, wastewater, and electric infrastructure. These planned capital projects impact projected revenue requirements and debt service schedules, which in turn affect the financial outlook for each utility fund.

An updated rate study will allow GRPU to evaluate the equity and adequacy of current rates under the revised assumptions and develop a new rate forecast that reflects these realities. The updated report will also support transparent communication with stakeholders, regulatory and funding agencies, and the public regarding future rate needs.

### **RECOMMENDATION:**

Approve the procurement contract with Dave Berg Consulting LLC to update to the electric and water/wastewater cost of service studies and authorize the General Manager to sign the contract in the amount of \$29,000.



## PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and DAVE BERG CONSULTING, LLC, located at 15213 Danbury Ave W, Rosemount, MN, 55068 (“**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 a proposal for an update to the GRPU Electric, Water, and Wastewater Cost of Service and Rate Design Study. (“**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 July 23, 2025. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is December 31, 2025, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Contractor’s Duties

2.1 The Contractor shall independently update the cost of service and evaluate Grand Rapids Public Utilities (GRPU) existing electric, water and wastewater rates and provide recommendations for rates. The broad objective of the study is to be able to establish fair and competitive utility rates that will adequately fund all operations, debt payments, rate stabilization, reserve funds, and capital costs. The Study will include two separate reports; Electric and Water/Wastewater.

The study will be an examination of the allocated costs to serve each of GRPU’s customer classes based on a comprehensive review of GRPU’s costs, capital improvement plans, current and future usage data, legislative mandates regarding conservation, and any other information deemed necessary.

(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.
- 2.3 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.
- 2.4 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. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.
- 2.5 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

### 3. **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 Twenty-Nine Thousand Dollars and no cents. (\$29,000.00) in accordance with **Exhibit D**.

No ancillary expenses

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Twenty-Nine Thousand Dollars and no cents (\$29,000.00).

5.2 Payment.

5.2.1 Invoices. GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed. Invoices must be submitted timely and according to the schedule set forth on **Exhibit D**.

#### 6. Authorized Representative

GRPUC's Authorized Representative is Julie Kennedy, General Manager at the following business address: 500 SE 4<sup>th</sup> Street, and the following telephone number: 218.326.7687, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Dave Berg, consultant, at the following business address: 15213 Danbury Ave. West, Rosemount, MN, 55068, and the following telephone number: 612.850.2305, 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

**DAVE BERG CONSULTING, LLC**

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

Print Name: David A. Berg

Title: Principal

Date: 7/16/2025

**Grand Rapids Public Utilities Commission**

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

Print Name: Julie A. Kennedy

Title: General Manager

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

## **Exhibit A: Contract Terms**

### **1. Prompt Payment and Invoicing.**

Prompt Payment. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice.

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

### **2. Termination.**

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

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

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

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

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

### **3. Force Majeure.**

Neither Party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the Party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A Party relying on this provision to excuse performance must provide the other Party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

#### 4. Confidentiality.

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

#### 5. Indemnification.

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

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

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

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of GRPUC to indemnify, defend, hold harmless or release an

Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

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

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

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

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

- 6.2 Subcontractor Payment. Contractor must pay any subcontractor within ten (10) days of Contractor's receipt of payment from GRPUC for undisputed services provided by the subcontractor. Contractor must pay interest of 1-1/2 percent (1.5%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

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

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

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

## **8. Publicity and Endorsement.**

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

## 9. 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.

## 10. General / Miscellaneous.

10.1 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.

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

GRPUC  
Address: 500 SE 4<sup>th</sup> Street  
Grand Rapids, MN 55744  
Attn: General Manager  
Email: [jakennedy@grpuc.org](mailto:jakennedy@grpuc.org)  
218.326.7687

DAVE BERG CONSULTING, LLC.  
15213 Danbury Ave W  
Rosemount, MN 55068  
[dave@davebergconsulting.com](mailto:dave@davebergconsulting.com)  
612-850-2305

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 Data Ownership. GRPUC solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all GRPUC data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to GRPUC data. Contractor will only use GRPUC data for the purposes set forth in the Contract.

11.11 Subcontractors and Third Parties. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides GRPUC data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.

11.12 Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable local, state, and federal data privacy and data security laws, rules, and regulations.

## **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 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.

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

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

The contractor will provide an update to the cost-of-service analysis and rate design study completed by Dave Berg Consulting in 2022 for the electric, water and wastewater utilities in Grand Rapids. This update will include an examination of allocated cost to serve each of the customer classes as compared to the revenues received from each class in each utility. The study will also extend to consideration of the interrelationship between rates/revenue from retail customers and important fiscal aspects such as funding of operations, capital improvements, debt service, reserve levels and rate stabilization.

Based on projected sales to retail customers and estimated utility revenue requirements, a 5- year forecast (the study period) of electric, water and wastewater operating results will be prepared. Revenues for this forecast will be based on existing retail rates. This forecast will also include funding for expected capital improvements during the study period and an analysis of the resulting impact on utility reserve fund levels. The results of this task provide an important indication of the overall fiscal health of each of the utilities and the need, if any, for additional revenues.

The results of the financial forecast give an indication of overall revenue needs for each utility. The cost-of-service analysis is utilized to determine how the revenues should be collected from different classes of customers as well as through different components of the rates within each class. To facilitate the cost-of-service analysis, a ‘test year’ revenue requirement is established. The test year financial and operating statistics provide the basis for determining the relationship between sales and expenses for the utility. The test year revenue requirements are first functionalized by their operational category such as wholesale power, transmission, distribution and customer service for electric; supply, treatment, storage, distribution and customer service for water and collection, treatment, disposal and customer service for wastewater. Within each function, the revenue requirements are then classified as demand, energy, customer, revenue-related or direct assignment (electric) and demand, commodity or volume, revenue-related or direct assignment (water and wastewater) as to their classified purpose. Based on the classified costs within each function, the revenue requirements are allocated to each of the customer classes. Specifically designed allocators appropriate to each cost classification are utilized to allocate costs. Development of allocators will be based on usage information from the analysis of AMI billing data completed in the 2022 study. This analysis results in determination of the allocated cost to serve each customer class. The allocated cost to serve each class is then compared to the revenues received from that class to determine if any class-specific revenue adjustments are warranted. Additionally, the cost-of-service study yields specific function/classified costs for each class which can be utilized in the design of individual rate components for each class of customers in each utility.

An interim report will be prepared summarizing the analyses prepared to date. This interim report will be sent to GRPU staff for review and comment. The purpose of the interim report is to clearly demonstrate to GRPU the basis for moving forward with rate design.

Based on the revenue needs of each utility, the results of the cost-of-service analysis and discussions with GRPU staff, proposed rates will be developed for each of the retail customer classes. The rates will be designed to meet the overall revenue goals of the utility as well as specific

rate design goals of GRPU management. Rate comparisons will be prepared to compare the class by class proposed rates to the existing rates.

The financial forecast prepared will be revised to show the impact of the proposed rates on the five-year study period for each utility. A primary focus of the analysis will be the resulting cash balances in utility reserve funds.

The results of the rate design and financial forecast for proposed rates will be added to the interim report and a preliminary report will be submitted to GRPU for review.

Following report review and discussions, the preliminary report will be finalized and both electronic and hard copies of the report will be provided to GRPU.

A presentation will be prepared and delivered at a Grand Rapids Public Utilities Commission meeting to explain the conduct of the study and resulting rate recommendations as well as to answer any questions.

Assuming an August 1 notice to proceed, the presentation of final recommendations will be made in October.

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

The scope of services outlined above will be completed for a total fixed fee of \$29,000. All applicable expenses are included in this fixed fee. GRPU has requested the fee be separated between the Electric study and the Water/Wastewater studies. I have broken down the total fee as shown, but this division of fee is dependent on performing all studies concurrently:

- Electric - \$14,000
- Water/Wastewater - \$15,000

Invoicing of the \$29,000 fixed fee will be in two installments: 1) \$15,000 following the submittal of the interim report in Task 5; and 2) \$14,000 following the report presentation in Task 12 or completion of the study.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve change order #1 in the amount of \$8641.54 for ELCP-00-0717, Airport Road Electric Underground Installation Project.

**PREPARED BY:** Chad Troumbly, Electric Department Manager

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### **BACKGROUND:**

During construction activities on the Airport Road Electric Underground Installation Project, the contractor struck an energized electric line while performing excavation work.

Prior to excavation, the contractor requested and received an underground utility locates in accordance with standard procedure. However, the locate incorrectly identified an abandoned line that ran parallel to the energized line, which led the contractor to believe the area was clear. The abandoned line is not labeled on the utility map, and its proximity to the live line created confusion during the locate process. As a result, the active line was not accurately marked, and the contractor unknowingly made contact with the energized conductor. Fortunately, no injuries occurred, but the incident required immediate response and repair work to ensure public and worker safety and to restore service continuity. The necessary repair work and related costs were outside the scope of the original contract, resulting in this proposed change order. GRPU staff have reviewed the situation and confirmed that the contractor followed required procedures and was not at fault. GRPU is also discussing changes to construction activities related to abandoning in place lines to prevent this issue in the future.

The change order includes costs for equipment and materials associated with the repair. Staff recommend approval to address the additional work and maintain the project schedule.

### **RECOMMENDATION:**

Approve change order #1 in the amount of \$8641.54 for ELCP-00-0717, Airport Road Electric Underground Installation Project.



## GRPUC T&M

|    | Date     | Name           | Hours | Cost        | Description  |
|----|----------|----------------|-------|-------------|--|
| 1  | 06/20/25 | Jayson Shaw    | 1     | \$ 136.00   | MOB equipment for Monday/Made a plan               |
| 2  | 06/20/25 | Colter Krumrei | 2     | \$ 262.00   | MOB equipment for Monday/Made a plan               |
| 3  | 06/20/25 | Scott Heittola | 6     | \$ 786.00   | Bored and hit wires                                |
| 4  | 06/20/25 | Josh Murray    | 6     | \$ 786.00   | Bored and hit wires                                |
| 5  |          |                |       |             |  |
| 6  | 06/23/25 | Jayson Shaw    | 6     | \$ 816.00   | Dug a 130' trench for wires                        |
| 7  | 06/23/25 | Keith Krumrei  | 10    | \$ 1,310.00 | Installed wires in trench                          |
| 8  | 06/23/25 | Scott Heittola | 4.5   | \$ 589.50   |  |
| 9  |          |                |       |             |  |
| 10 | 06/24/25 | Jayson Shaw    | 6     | \$ 816.00   | Ran wires in switch                                |
| 11 | 06/24/25 | Keith Krumrei  | 6     | \$ 786.00   | Back fill trench                                   |
| 12 |          |                |       |             |  |
| 13 | 07/01/25 | Jayson Shaw    | 3 OT  | \$ 596.16   | T&M for restoration where primaries were hit       |
| 14 | 07/01/25 | Keith Krumrei  | 3 OT  | \$ 581.16   | T&M for restoration where primaries were hit       |
| 15 | 07/01/25 | Colter Krumrei | 3 OT  | \$ 581.16   | T&M for restoration where primaries were hit       |
| 16 |          |                |       |             |  |
| 17 | 07/01/25 |                |       | \$ 468.14   | Bloomers - 3 Blankets                              |
| 18 | 07/01/25 |                |       | \$ 127.42   | L&M Fleet Supply - Grass seed and Landscape Staple |

TOTAL \$ 8,641.54





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

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve the procurement contract with Badger State Inspection for the south tower coating rehabilitation for \$96,700 and authorize the General Manager to sign the contract.

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

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### **BACKGROUND:**

This procurement is for an approved Water Wastewater capital project with a budget of \$103,256. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

### **RECOMMENDATION:**

Approve a motion to approve the procurement contract with Badger State Inspection for the south tower coating rehabilitation for \$96,700 and authorize the General Manager to sign the contract.

## PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Badger State Inspection, LLC, a Water Tower Specialist located at P.O. Box 157 Osseo, WI 54758. (“**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 a quotation from a contractor for performing maintenance, spot repairs, and structural repairs on the South Water Tower located at 3550 South Highway 169, Grand Rapids, MN 55744. (“**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 August 1, 2025. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is December 31, 2025 or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Contractor’s Duties

2.1 The Contractor shall:

-Provide interior and exterior coating repairs per exhibit C which is based on the tower inspection report from 2022

(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 ninety-six thousand seven hundred Dollars (\$96,700) in accordance with **Exhibit D**.

5.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed ninety-six thousand seven hundred Dollars (\$96,700).

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

Contractor's Authorized Representative is Kelly Mulhern at the following business address: P.O. Box 157, Osseo, WI 54758 and the following telephone number: 715-533-8686, 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/Sample Invoice

**[The Signature Page Follows]**

**Badger State Inspection, LLC**

By: Kelly C. Mulhern

Print Name: Kelly C. Mulhern

Title: Owner

Date: 7/11/2025

**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. Indemnification.

4.1 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.

4.2 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.

#### 5. Subcontracting and Subcontractor Payment.

5.1 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.



5.2 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.

## **6. Publicity and Endorsement.**

6.1 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.

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

## **7. 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.

## **8. 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.

## **9. General / Miscellaneous.**

9.1 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.

9.2 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 ventures, 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.

9.3 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.

9.4 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.

9.5 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: Steve Mattson  
Email: srmattson@grpuc.org

Badger State Inspection, LLC  
Address: P.O. Box 157  
Osseo, WI 54758  
Attn: Kelly C. Mulhern  
Email:  
kmulhern@badgerstateinspection.com

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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 Network Security and Privacy Liability Insurance (or equivalent).** The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized

access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

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

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

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

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

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

- 4.7 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**

### **INTERIOR WET STRUCTURAL**

Replace the gasket on the 24" manway in the bottom of the tower bowl.

### **INTERIOR WET COATINGS**

Spot repair the estimated at 400-500 individual spots below the HWL by power tool cleaning to remove all corrosion then repair with FC22 Touch Up Kit coating in accordance with the manufacturer's instructions. (Perform the same repair procedure as the middle tower in 2023).

### **INTERIOR DRY STRUCTURAL**

Install safety climb cables on all the interior dry ladders below the catwalk with a new

DBI Safety Cable System and include two (2) new full body harnesses. This installation will provide safe access for workers (including antenna workers) on the tower.

### **INTERIOR DRY COATINGS**

BSI are not recommending spot repair of the interior dry. The coating of the bowl and drywell tube is heavily microcracked and is non-repairable. Therefore, we cannot spot repair the coating.

### **EXTERIOR STRUCTURAL BADGER STATE INSPECTION, LLC 2**

Replace the steel drywell tube hatch cover with a new diamond plate aluminum cover. The hatch is very heavy and dangerous to open.

### **EXTERIOR COATINGS**

BSI proposes to spot repair the areas of damaged topcoat and delamination areas on the roof at the same time the interior wet spot repairs are made. Power tool the areas to an SSPC SP-11 and apply a tie-coat of epoxy and a compatible urethane coating the same color as the existing TNEMEC Series 1075 (Color 39 BL Delft Blue) in accordance with the manufacturer's instructions. There are also around 200 spots (not noted on the BSI 2022 report) located on the roof plates, roof handrail and base plate. These spots appear to be caused by natural degradation and the antenna installations.

BSI is recommending the work be completed immediately to stop the corrosion and loss of metal. If not repaired soon, the interior failures (Rusted locations) will continue to corrode creating pits in the steel and may require pit welding which is very costly. Once corrosion starts and begins to pit, it will also work under the existing coating and soon the entire interior will need to be replaced. By performing these spot repairs, this will extend the life of the coatings for another 5-8 years. At that time the coating will be 30+ years old and GRPUC should plan to have the tower completely reconditioned.

We are anticipating the proposed work to take around 3 weeks to be completed.



**Exhibit D: Price and Payment Schedule**

Interior Wet Structural Repairs: \$200

Interior Wet Coating – Spot Repair \$52,500

Interior Dry Structural Repairs \$8,500

Interior Dry Coating \$0.00

Exterior Structural Repairs \$3,000

Exterior Coating – Spot Repairs \$12,500

Mobilization \$15,000

**SPOT REPAIR PROJECT TOTAL \$96,700**



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

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve the procurement contract with TNT Construction Group for replacing seven fire hydrants throughout Grand Rapids for \$64,850 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 \$125,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

### **RECOMMENDATION:**

Approve a motion to approve the procurement contract with TNT Construction Group for replacing seven fire hydrants throughout Grand Rapids for \$64,850 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 seven 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 7/14/2025. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is 10/31/2025 or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Contractor’s Duties

2.1 The Contractor shall:

Replace seven 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.

NW 8th Ave & 9th St, Grand Rapids, MN 55744

NE 8th Ave & 7th St, Grand Rapids, MN 55744

SW 2nd Ave & 5th St, Grand Rapids, MN 55744

SE 3rd Ave & 3rd St, Grand Rapids, MN 55744

SE 1st Ave & 3rd St, Grand Rapids, MN 55744

Crystal Lake Townhomes: 203 NW 14th St, Grand Rapids, MN 55744

1806 Fraser Drive, Grand Rapids, MN 55744

**\*\*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 **Sixty-Four thousand, eight hundred fifty Dollars (\$64,850)** in accordance with **Exhibit D**.

In the event additional work needs to be done, the below pricing will go into effect:

Remove and replace curb and gutter - \$90.00 / LF

Remove and replace sidewalk - \$20.00 / SF

Sawcutting - \$5.00 / LF

Asphalt Patching - \$30.00 / SF

Aggregate Base Class 5 - \$75.00 / CY

Replacement Backfill - \$40.00 / CY

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed **Sixty-Four thousand, eight hundred fifty Dollars (\$64,850); unless unknown circumstances occur, at that time the additional pricing goes into effect.**

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: 7/15/2025

**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.

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

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

Replace seven 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.

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.

NW 8th Ave & 9th St, Grand Rapids, MN 55744

NE 8th Ave & 7th St, Grand Rapids, MN 55744

SW 2nd Ave & 5th St, Grand Rapids, MN 55744

SE 3rd Ave & 3rd St, Grand Rapids, MN 55744

SE 1st Ave & 3rd St, Grand Rapids, MN 55744

Crystal Lake Townhomes: 203 NW 14th St, Grand Rapids, MN 55744

1806 Fraser Drive, Grand Rapids, MN 55744

**\*\*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.

The Contractor will be paid Sixty-Four thousand, eight hundred fifty Dollars (\$64,850)

\*\* In the event additional work needs to be done, the below pricing will go into effect:

Remove and replace curb and gutter - \$90.00 / LF

Remove and replace sidewalk - \$20.00 / SF

Sawcutting - \$5.00 / LF

Asphalt Patching - \$30.00 / SF

Aggregate Base Class 5 - \$75.00 / CY

Replacement Backfill - \$40.00 / CY

NW 8th Ave & 9th St, Grand Rapids, MN 55744: \$8,900.00

NE 8th Ave & 7th St, Grand Rapids, MN 55744: \$9,500.00

SW 2nd Ave & 5th St, Grand Rapids, MN 55744: \$8,900.00

SE 3rd Ave & 3rd St, Grand Rapids, MN 55744: \$8,900.00

SE 1st Ave & 3rd St, Grand Rapids, MN 55744: \$8,900.00

Crystal Lake Townhomes: 203 NW 14th St, Grand Rapids, MN 55744: \$9,500.00

1806 Fraser Drive, Grand Rapids, MN 55744: \$10,250.00

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



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve the procurement contract with General Repair for the replacement Recycle Pump for the water plant for \$28,261 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 \$37,548. \$0 has been spent to date.

The recycle pump is a critical component of the water treatment plant, responsible for moving water internally within the system. It recirculates treated water back to the beginning of the treatment process, rather than discharging it, to improve overall efficiency, reduce water waste, and allow for additional treatment or stabilization as needed. This replacement is necessary ahead of the WTP Reno project.

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 General Repair for the replacement Recycle Pump for the water plant for \$28,261 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 General Repair Service, located at 3535 Internation Dr. Vadnais heights, MN 55110 (“**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 quotation from contractor for Replacement Flowserve Recycle Pump (“**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 7-11-25. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is December 31<sup>st</sup> 2025, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Contractor’s Duties

2.1 The Contractor shall:

Provide a replacement Flowserve recycle pump 8KKH 2 stage 2500gpm@45 TDH, 5hp motor discharge head, mechanical seal, column and shafts.

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

2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) by written notice, or by oral notice subsequently confirmed

by GRPUC in writing within ten (10) days thereafter, to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Contractor shall proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Contractor shall not be entitled to any adjustment unless such written claim is so submitted.

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



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

### 3. Representations and Warranties

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

#### 4. Time

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

#### 5. Consideration and Payment

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

5.1.1 Compensation. The Contractor will be paid Twenty-Five Thousand Two Hundred and Sixty-One Dollars (\$25,261.00), plus a not to exceed amount of \$3,000.00 Dollars for shipping.

5.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Twenty-Eight Thousand Two Hundred and Sixty-One Dollars (\$28,261.00).

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**.

#### 6. Authorized Representative

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

Contractor's Authorized Representative is Bob Jundt at the following business address: 3535 Internation Dr. Vadnais Heights, MN 55110, and the following telephone number: 651-766-0874, 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

8.

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]

**General Repair Service**

By: Todd Anderson

Print Name: Todd Anderson

Title: President

Date: 7-11-2025

**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

General Repair Service  
Address: 3535 International Dr.  
Vadnais Heights, MN 55110  
Attn: Bob Jundt  
Email: bobj@generalrepair.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]**

## **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**

Provide a replacement Flowserve recycle pump 8KKH 2 stage 2500gpm@45 TDH, 5hp motor discharge head, mechanical seal, column and shafts.

**Exhibit D: Price and Payment Schedule**

The Contractor will be paid Twenty-Five Thousand Two Hundred and Sixty-One Dollars (\$25,261.00), plus a not to exceed amount of \$3,000.00 Dollars for shipping.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Twenty-Eight Thousand Two Hundred and Sixty-One Dollars (\$28,261.00).

GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve the procurement contract with Ziegler Power Systems for a generator for well 4 and authorize the General Manager to sign the contract for \$94,965.

**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 \$126,248. \$0 has been spent to date.

To ensure continuous operation during power interruptions, the Minnesota Department of Health recommends that all wells and the Water Treatment Plant be equipped with a standby power source. This can be achieved through either:

1. A direct connection to at least two independent public power sources, or
2. Dedicated portable or permanently installed auxiliary power with sufficient capacity and proper connectivity. [Reference: Minnesota Rules 4720.3927]

This recommendation was also highlighted during a recent EPA inspection.

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 the procurement contract with Ziegler Power Systems for a generator for well 4 and authorize the General Manager to sign the contract for \$94,965.



## 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 Ziegler Power Systems, a division of Ziegler Inc. located at 901 West 94<sup>th</sup> Street, Minneapolis, MN 55420 (“**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 quotation from Ziegler Power Systems (“**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.** The effective date of this Contract is July 7<sup>th</sup> 2025. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:
  - 1.1 December 31, 2026.
  - 1.2 Each parties’ obligations have been satisfactorily fulfilled.
  - 1.3 Either party may terminate this Contract immediately in the event of a breach by the other party.
  - 1.4 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination except for GRPUC’s payment to Contractor for work completed prior to termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any Confidential Information or make such other disposition thereof as GRPUC may direct in writing; provided, however, Contractor shall not be obligated to return, destroy or subject to any

other disposition of the Confidential Information otherwise required by law or any internal compliance policy or procedure related to automatic safeguarding or back-up storage of data.

## 2. Contractor's Duties

The Contractor shall provide: One (1) new Caterpillar emergency standby generator 125 KW

(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.**").

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

2.2 Contractor agrees that all Goods and Services shall be provided, and all of Contractor's obligations performed, in accordance with all applicable laws in effect at the time of the Contract and other legal requirements without extra charge or expense. GRPUC agrees to comply with all applicable laws in effect at the time of the Contract, including, but not limited to, permits, licenses, assessments, and other governmental charges on account of possession and use of Goods by GRPUC. Each party will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless the other party from and against direct expense or cost incurred by reason of any such violation.

2.3 Goods are subject to a limited warranty ("Limited Warranty") as provided by the manufacturer, which will either be included in a written warranty statement with the Goods or the manufacturer's standard limited warranty in force when the Goods are delivered to and accepted by GRPUC. GRPUC's failure to follow warranty conditions may result in voiding the Limited Warranty. 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, subject to Contractor's Service Department Labor Warranty, as it exists from time to time, and available upon request. EXCEPT FOR THE MANUFACTURER'S LIMITED WARRANTY FOR THE GOODS AND CONTRACTOR'S LIMITED SERVICE DEPARTMENT WARRANTY FOR SERVICES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ARE EXPRESSLY DISCLAIMED. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.4 GRPUC agrees to take all reasonable steps necessary to provide for a safe worksite, and shall notify Contractor if, during the term of this Contract, GRPUC observes or otherwise learns of any conditions which pose a threat to the safety of persons or property or is in violation of any applicable laws, rules, regulations or codes. Contractor shall ensure that all persons who perform the Services or deliver the Goods are professionally competent and

properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.5 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 delivery of the Goods as required by law. GRPUC further agrees to pay all sales, use, or other taxes are required by law.

2.6 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance (“**Encumbrance**”), and (B) the Goods are in good condition. Upon full and final payment, Contractor shall execute and deliver such additional documents and take such further actions as may be necessary to transfer Contractor’s right, title and interest in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods FOB Jobsite.

### 3. **Consideration and Payment**

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

3.1.1 Compensation. The Contractor will be paid. Ninety-Four Thousand Nine Hundred and Sixty-Five Dollars (\$94,965.00) F.O.B. Jobsite. **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Ninety-Four Thousand Nine Hundred and Sixty-Five Dollars. (\$94,965.00)

3.2 Payment.

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

### 4. **Authorized Representative**

GRPUC’s Authorized Representative is Steve Mattson at the following business address: 500 SE 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 Tyler Hanson at the following business address: 8050 County Road 101 Shakopee, MN 55379, and the following telephone number: (952)887-4574, or his/her successor. If the Contractor’s Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

**Indemnification.** GRPUC shall indemnify, defend, and hold harmless Contractor, its officers, directors, employees, agents, assigns and successors, against any and all losses, liability, claims or causes of action, damages, costs or expenses, including reasonable attorney's fees for death, personal injury, or damage to property (collectively, "Losses") to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Contract by, GRPUC or its officers, directors, employees or agents. Contractor shall indemnify, defend, and hold harmless GRPU its officers, directors, employees, agents against any and all losses, liability, claims or causes of action, damages, costs or expenses, including reasonable attorney's fee for death, personal injury, or damage to property (collectively, "Losses") to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Contract, by Contractor or its officers, directors, employees or agents in the performance and furnishing of Services under this Contract.

**5. DAMAGES; MAXIMUM LIABILITY.** IN NO EVENT WILL CONTRACTOR, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION OF VALUE, LOSS OF USE, DOWNTIME OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS CONTRACT, GOODS OR SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT CONTRACTOR WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, GOODS OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY GRPUC TO CONTRACTOR. THE FOREGOING LIMITATIONS APPLY EVEN IF GRPUC'S REMEDIES UNDER THIS CONTRACT FAIL THEIR ESSENTIAL PURPOSE.

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

7. **Ownership.** All intellectual property rights in the Goods, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether or not copyrightable, trade secrets, and all other intellectual property rights (collectively, “Intellectual Property”) are the sole and exclusive property of manufacturer. GRPUC will not acquire any ownership rights to any Intellectual Property under this Contract. Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter (“**GRPUC Property**”) prepared, delivered, procured, or produced in relation to Contractor’s obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

8. **Miscellaneous.**

8.1 General. No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither party may assign the party’s rights or obligations hereunder without the prior written consent of the other party. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venture, or agent of GRPUC. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party’s prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. “Confidential Information” shall be conspicuously marked as “Confidential” at the time of disclosure, and does not include information that: (a) is or becomes publically available, (b) is already known by Contractor, (c) was or becomes available to Contractor from a source other than GRPUC, provided that the source of such information is not known to Contractor to be bound by an obligation of confidentiality, (d) was or is independently developed by Contractor, or (e) is required to be disclosed by applicable law, rule, regulation or governmental or judicial process. The obligations of Contractor hereunder

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

8.2 Force Majeure. Contractor shall be excused for the period of any delay or failures in the performance of any of its obligations under this Contract when prevented from performing such obligations by cause or causes beyond its reasonable control, including, without limitation, the following: accidents, failures of utilities or public services, delays in manufacture or transportation, supply shortages, embargoes, epidemics or pandemics or public health emergencies, government laws, acts of war, terrorism, riots, civil unrest, fire, earthquakes or other natural disasters, weather conditions, strikes or labor controversies, cyber-attacks, or other casualties or acts of God, including supplier or sub-supplier or subcontractor delays caused by any of the above

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

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

Ziegler Power Systems  
Address:  
8050 County Road 101  
Shakopee, MN 55379  
Attn: Tyler Hanson  
Email: Tyler.Hanson@zieglercat.com


## 9. Exhibits

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

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

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

**Ziegler Power Systems, a division of Ziegler Inc.      Grand Rapids Public Utilities Commission**

By: 

Print Name: Jesse Keene

Title: Vice President

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

Print Name: Julie A. Kennedy

Title: General Manager

## **Exhibit A: Insurance Requirements**

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



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

Provide the following Generator and Equipment for Well 6.

**QUANTITY: One (1) new CATERPILLAR emergency standby generator set mounted in Outdoor insulated/sound attenuated enclosure rated 75dBA @ 23 feet.**

**MODEL: D125GC (Diesel)**

**RATING: 125kW – Stand By**

**VOLTAGE: 277/480 volts, 3 phase, 60 HZ, 1800 RPM**

**BREAKER: One (1) adjustable electronic trip circuit breaker; 250 amp, 3 pole 100% rated**

**SWITCHGEAR: One (1) 400A, 3 pole, service entrance rated ATS, Nema 3R enclosure**

**FUEL TANK: Dual wall sub-base fuel tank, 400 gallons, 24 hour runtime**

**WARRANTY: 10 year Platinum Warranty included**

**MAINTENANCE: 3 year preventative maintenance plan included**

**Exhibit C: Price and Payment Schedule**

Price for Generator and Equipment is Ninety Four Thousand Nine Hundred and Sixty Five Dollars. (\$94,965.00). Price does not include state or local sales and/or use taxes.

Shipping is F.O.B Jobsite.

The Total obligation and liability of GRPUC under this Contract will not exceed Ninety Four Thousand Nine Hundred and Sixty Five Dollars. (\$94,965.00).

Total: \$94,965.00

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



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

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve the procurement contract with NOS Automation for the Radio Communication Upgrades for the water system for \$31,100.

**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 \$31,246. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

### **RECOMMENDATION:**

Consider a motion to approve the procurement contract with NOS Automation for the Radio Communication Upgrades for the water system for \$31,100.

## 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 NOS Automation LLC located at 21419 River Rd, 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 for replace and upgrade our radio communications and for the water plant well houses midtower and south tower (“**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.** The effective date of this Contract is July 15th, 2025. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 Contract expires December 31<sup>st</sup>, 2025.

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

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

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

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

## 2. Contractor's Duties

### 2.1 The Contractor shall:

Replace the existing MDS-9810 900 MHz radios at the following locations: • Water Plant • Well House • Midtower • South Tower In addition to the radio replacements, we will upgrade the legacy PLC controllers at the Water Plant, Well House, and South Tower. This includes integration of the new hardware to ensure seamless communication with the existing DeltaV control system at the Water Plant

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

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

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

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

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

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

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

### 3. **Consideration and Payment**

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

3.1.1 Compensation. The Contractor will be paid Thirty One Thousand One Hundred Dollars (\$31,100.00) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty One Thousand One Hundred Dollars (\$31,100.00).

3.2 Payment.

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

### 4. **Authorized Representative**

GRPUC’s Authorized Representative is Steve Mattson at the following business address: 500 SE 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 Rick Beckrich at the following business address: 21419 River Rd, Grand Rapids, MN 55744, and the following telephone number: 218-969-1375, or his/her successor. If the Contractor’s Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

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

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

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

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

9. **Miscellaneous.**

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

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

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

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

NOS Automation LLC  
Address:  
21419 River Rd  
Grand Rapids, MN 55744  
Attn: Rick Beckrich  
Email:  
Rick.beckrich@nosautomation.com

## 10. Exhibits

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

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

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

**NOS Automation LLC**By: Print Name: Richard BeckrichTitle: Owner/PresidentDate: 7/15/2025**Grand Rapids Public Utilities Commission**

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

Print Name: Julie A. Kennedy

Title: General Manager

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



## Exhibit A: Insurance Requirements

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

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

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

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

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

\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of GRPUC.

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

NOS Automation proposes to replace the existing MDS-9810 900 MHz radios at the following locations: • Water Plant • Well House • Midtower • South Tower In addition to the radio replacements, we will upgrade the legacy PLC controllers at the Water Plant, Well House, and South Tower. This includes integration of the new hardware to ensure seamless communication with the existing DeltaV control system at the Water Plant.

#### **Proposed Hardware**

- 10.1 • (4) MDS Orbit MCR 900 MHz Radios
- 10.2 • (4) New PolyPhaser Surge Protectors
- 10.3 • (1) Rockwell CompactLogix Controller (Water Plant)
- 10.4 • (2) Rockwell Micro820 PLCs (Well House and South Tower)
- System Integration with Water Plant DeltaV DCS

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

The Contractor will be paid Thirty One Thousand One Hundred Dollars (\$31,100.00) in accordance with Exhibit C.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty One Thousand One Hundred Dollars (\$31,100.00).

Payment.

Terms and Conditions

- 30% due upon acceptance of proposal
- 40% due upon hardware delivery to site
- 30% due upon project completion and commissioning
- Payment Terms: Net 30 days from invoice date

GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve a procurement contract with Bolton and Menk, Inc. (BMI) for additional services and water system modeling and authorize the General Manager to sign the contract for \$214,088.

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

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### **BACKGROUND:**

In March, GRPU engaged BMI for preliminary engineering services for the Water Treatment Plant renovation project. Portions of the work, such as the topographic survey, have been completed; however, GRPU has requested that BMI pause the original Scope of Work to reassess critical factors, including fully understanding the impacts of the newly implemented 2024 disinfection process. This pause is crucial to conduct post-disinfection water quality analyses and refine the water system model to best address disinfection, corrosion, and the formation of disinfection by-products. These considerations are key to ensuring our infrastructure meets all regulatory and operational requirements, providing both short-term solutions and long-term sustainability.

The proposed contract includes work to be done collaboratively between BMI and Corona Environmental, the consulting firm who assisted in our *Legionella* emergency response last year. While this additional step is intentional and necessary to refine our project design, it does introduce a delay in the project timeline. We anticipate this work will extend the project schedule by approximately 4 to 6 months, pushing the anticipated bidding target to the end of 2026.

### **RECOMMENDATION:**

Approve a procurement contract with Bolton and Menk, Inc. (BMI) for additional services and water system modeling and authorize the General Manager to sign the contract for \$214,088.



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

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Operations & Capital Updates

**PREPARED BY:** GRPU Staff

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### **BACKGROUND:**

GRPU 2025 Annual Operating Plan Q2 Scorecard

GRPU Operating & Capital Updates

### **RECOMMENDATION:**

None. Review Only.

# Grand Rapids Public Utilities

**July 23, 2025 Commission Meeting**

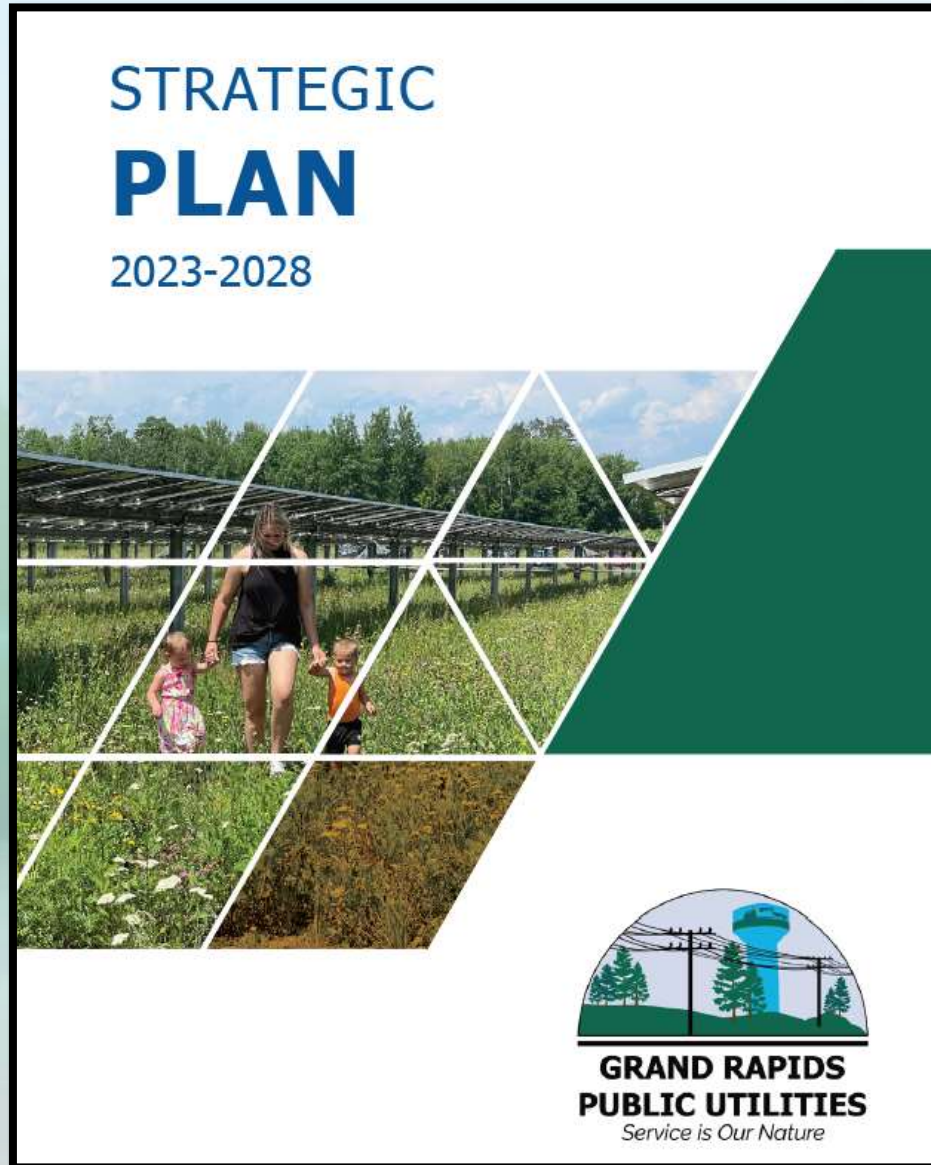
**2025 Annual Plan Scorecard Presentation**

**Julie Kennedy – General Manager**



# 2023-2028 Strategic Plan

Item 19.




Strategic Plan

GRAND RAPIDS PUBLIC UTILITIES/2023 03


## 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 Values

|                       |  |
|-----------------------|--|
| <i>Safety</i>         | We hold paramount the well-being of our employees and the public in all operations.                  |
| <i>Integrity</i>      | We uphold ethical standards and foster trust with all stakeholders.                                  |
| <i>Customer Focus</i> | We prioritize customer needs and satisfaction in all our decisions and actions.                      |
| <i>Efficiency</i>     | We maximize resources to provide cost-effective services without compromising quality.               |
| <i>Reliability</i>    | We consistently deliver high-quality utility services and strive for uninterrupted access.           |
| <i>Sustainability</i> | We employ environmentally responsible practices in our operations and services.                      |
| <i>Transparency</i>   | We openly share information and decision-making processes, promoting informed community involvement. |



### Our Mission

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



# 2023-2028 Strategic Plan

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Strategic Plan

## STRATEGIC PILLARS

Following are GRPU's objectives for the next five years. They are aspirational, and will be attained through the process of breaking the objectives down into specific, measurable, achievable, relevant, and timely (SMART) goals. These will be documented annually in the period's operating plan and supported by the approved budget.

### Uninterrupted, High-Quality Utility Services (US)

GRPU recognizes that nothing else we do matters more to our customers than the delivery of reliable, affordable, and sustainable services. GRPU's Strategic Plan sets the following goals for the next five years related to ensuring uninterrupted, high-quality utility services now and in the future.

1. GRPU will develop and begin to execute a long-term (i.e., no less than five year, no greater than twenty year) infrastructure replacement plan that also accounts for anticipated system growth of up to 20% and gradual undergrounding of the electrical system.
2. GRPU will complete the renovation of its water treatment facility to improve operations and ensure adequate future capacity.
3. GRPU will complete the process of jetting its sanitary sewers.
4. GRPU will assess and address customer expectations regarding future technology upgrades they may expect or desire as our system evolves.
5. GRPU will adopt policies and develop contingency plans to:
  - a. manage risks to infrastructure that may result from the activities of bad actors.
  - b. manage risks associated with grid failures or the inability of our single source of power to meet its obligations.



### Strategic and Sustainable Fiscal Management (FM)

GRPU aims to be proactive with its resources, recognizing that all decisions are made on behalf of past and future ratepayers. GRPU's Strategic Plan sets the following goals for the next five years related to ensuring strategic and sustainable fiscal management to support ongoing operations and inter-generational equity.

1. GRPU will develop a financial forecast model that accounts for capital expenditures as described in objective US-1 above, including inflation assumptions, target dates, key performance indicators, and decision criteria. The model will account for supply chain issues that may require placing orders years in advance of anticipated project execution.
2. GRPU will take preparatory steps to ensure debt or emergency funding can be obtained quickly should an unexpected infrastructure failure require unplanned expenditures that cannot be addressed with existing resources.
3. GRPU will explore and, when both feasible and practical, adopt an updated rate structure that accounts for the evolving use patterns resulting from electrification (e.g., transition to electric vehicles, distributed energy resources/adoption of solar by home and business owners, etc.).

Strategic Plan

GRAND RAPIDS PUBLIC UTILITIES/2023 15

## OPERATIONAL PLANNING, REPORTING AND ACCOUNTABILITY

### PLANNING



Each year in September, the GRPUC and GM will review the organization's SWOT, strategic and operational progress. Over the next month, the strategic plan will be updated. Implications and priorities for operations will then be discussed with the GRPUC in October.

Following updated and reaffirmed strategic direction from the GRPUC, the GM and staff will create an annual operating plan. This plan will include SMART goals based on the operating priorities and strategic intent of the GRPUC.

The annual budget will be developed to support the successful realization of the operating plan. Each year GRPU's Audit and Finance Committee will review the budget in November and provide feedback. The final draft of the operating plan and supporting budget will be referred to the GRPUC for action at their December meeting.

### REPORTING



Monthly staff reports to the GRPUC will align with and reference the approved operating plan. Items requiring action by the GRPUC will be placed on the agenda.

The GM will report to the GRPUC on progress toward achieving each approved goal/deliverable in a report card prepared in advance of GRPUC meetings in the months following the end of each quarter (April, July, October, and January).

Timelines and/or other details regarding achievement of the SMART goal(s) will be adjusted as needed when conditions require doing so.

SMART goals will not be fully discarded unless they are being replaced with another tactic that will achieve the strategic objective they support. GRPUC action is required to alter or eliminate a strategic objective.

### STAFF ACCOUNTABILITY



Each year, employees work toward individual performance goals that support GRPU's objectives and aid in their own professional development.

Beginning in 2024, annual employee goals will align with the SMART goals in GRPU's operating plan, and we will foster an organizational culture that is consistent with GRPU's vision, mission, and values as described in the Strategic Plan.

Supervisors will provide ongoing feedback to employees in a manner determined by the GM and consistent with relevant union contracts. Our intent is to ensure that each GRPU team member feels fully connected to the organization's strategic path, knows how they uniquely contribute to achieving our goals, and are supported by the entirety of GRPU in carrying out their roles.



# 2025 Annual Work Plan

Item 19.



## ASSUMPTIONS AND CRITICAL SUCCESS FACTORS

This plan assumes the following conditions:

- There will be no major technical or infrastructure failures, cyber or security breaches during the year.
- There will be no game-changing regulatory or legislative mandates that impact operations in the near term.
- The supply chain will be predictable and reliable.
- There is no significant change in staffing levels or skill sets.
- GRPU will not have to cope with significant natural disasters that cause lengthy outages or require unplanned infrastructure replacements.
- The status of the utility and its relationship with the City of Grand Rapids will be unchanged.
- There will be no unanticipated impacts on large ratepayers and no significant changes (gain/loss) of the customer base).
- Agencies will review submitted plans in a timely manner.
- There are no major safety incidents resulting in injury and/or investigation.

The year 2025 is the second cycle during which the organization will be working to make progress toward achievement of the strategic plan goals developed in 2023. This plan, created with input from nearly 100 GRPU stakeholders, reflects a vision for taking GRPU to a new level of excellence and relevance in Grand Rapids.

We deem the critical success indicators for our work in 2025 to be:

1. Ensuring an accurate assessment of GRPU's financial capacity and successful management of risks.
2. Maintaining and improving employee culture.
3. Effective and efficient collaboration with the City of Grand Rapids.
4. Successfully maintaining and improving the community's perception of the dynamic public asset that is GRPU.
5. GRPUC support for the projects in this plan and the staff who will carry them out.

In general, this plan identifies only new or additional activities that will be undertaken in 2025. It does not state most ongoing "business as usual" activities or describe activities that will be discontinued if that decision falls within staff purview. It also does not describe every operational activity necessary to achieve the above critical success indicators or the supporting activities listed. The intent in the plan that follows is to enumerate the specific activities and deliverables that will be undertaken in support of the GRPU Strategic Plan during the 2025 fiscal year, and to provide GRPUC and staff members with an understanding of what will be necessary to achieve those ends.

# 2025 Annual Work Plan Scorecard (Q2)

|            |    |             |  |            |  |
|------------|----|-------------|--|------------|--|
| Exceeding  |    | Caution     |  | NA for now |  |
| In Process |    | At Risk     |  | Abandoned  |  |
| Ongoing    |    | Postponed   |  | Added      |  |
| Completed  | !! | Not Started |  |            |  |

Item 19.

| Strategic Pillar: Uninterrupted, High Quality Utility Services (US)   |                        |  |             |            |            |  |
|---|------------------------|--|-------------|------------|------------|--|
| Name  | Goal                   | Responsible                                | Target Date | Q1         | Q2         | Comments   |
| Substantially operating ERP system (approximately 90% of modules functioning and collecting data)           | US-1, US-4, FM-1, OE-2 | Jean Lane                                  | 2025-06-30  | In Process | Postponed  | Slightly delayed. Anticipated go-live is week of August 18 for Oracle and week of Sept 2 for SpryPoint   |
| Substantially complete two electric undergrounding projects   | US-1                   | Chad Troumbly                              | 2025-12-31  | In Process | In Process | Airport Road project is 90% complete, Maple Street project to be completed by EOY.   |
| Water treatment plan (WTP) renovation project is scoped, engineered, bids received, and contractor selected | US-2                   | Steve Mattson                              | 2025-09-30  | In Process | At Risk    | BMI was hired in March for preliminary engineering. GRPU has paused that work to assess water quality and to model the newly disinfected system. Design will resume based on updated needs, including disinfection, corrosion, and disinfection by-products. Engaging additional water experts is intentional but delays the project by 4–6 months, shifting the target to 2026. |
| Enhance public outage reporting and optimize customer account access, then publicly promoted                | US-4, EC-2             | Chad Troumbly, Michael LeClaire, Jean Lane | 2025-09-30  | In Process | In Process | Interface between CRC and mPower is operational. GRPU is working thru the communication and dispatching errors, and internally testing to ensure accuracy. The public-facing map will be updated and configured for internal testing for online reporting once the communication errors between CRC and mPower are corrected.  |
| 100% televised wastewater collection (WWC) system   | US-3, NE-1             | Steve Mattson                              | 2025-09-30  | In Process | In Process | Actively televising in the NW quadrant of town, estimated 20% complete for year, 80% complete system-wide.   |

# 2025 Annual Work Plan Scorecard (Q2)

|            |    |             |  |            |  |
|------------|----|-------------|--|------------|--|
| Exceeding  |    | Caution     |  | NA for now |  |
| In Process |    | At Risk     |  | Abandoned  |  |
| Ongoing    |    | Postponed   |  | Added      |  |
| Completed  | !! | Not Started |  |            |  |

Item 19.

| Strategic Pillar: Strategic and Sustainable Fiscal Management (FM)  |                        |               |             |             |            |  |
|---|------------------------|---------------|-------------|-------------|------------|--|
| Name  | Goal                   | Responsible   | Target Date | Q1          | Q2         | Comments   |
| Substantially operating ERP system (approximately 90% of modules functioning and collecting data)                       | US-1, US-4, FM-1, OE-2 | Jean Lane     | 2025-06-30  | In Process  | Postponed  | Slightly delayed. Anticipated go-live is week of August 18 for Oracle and week of Sept 2 for SpryPoint   |
| Develop reporting metrics in the new ERP system to provide timely and actionable financial insights for decision-making | FM-1, FM-2             | Jean Lane     | 2025-12-31  | In Process  | In Process | Currently developing near-real time project financial reports in NSPB that will be accessible to managers for decision making.   |
| Final adoption of operating reserve policy (includes emergency funding)   | FM-1, FM-2             | Jean Lane     | 2025-06-30  | In Process  | Postponed  | Postponed to connect with review of current finance policies and development of additional financial policies. Time allocated to successful go-live for ERP software.    |
| Complete cost-of-service rate studies for electric, water, and wastewater utilities                                     | FM-3                   | Jean Lane     | 2025-09-30  | Not Started | In Process | Dave Berg Consulting contract being considered for approval at July Commission meeting, would start work in August, and complete in October in time for budget planning. |
| Focus on tracking and reporting in project management software to improve efficiencies                                  | FM-1, OE-1             | Julie Kennedy | 2025-12-31  | In Process  | In Process | Started work in June on NSPB and Monday.com platforms for project tracking. Will be rolled out in August/September for 2026 budget planning.                             |

# 2024 Annual Work Plan Scorecard (Q2)

|            |    |             |  |            |  |
|------------|----|-------------|--|------------|--|
| Exceeding  |    | Caution     |  | NA for now |  |
| In Process |    | At Risk     |  | Abandoned  |  |
| Ongoing    |    | Postponed   |  | Added      |  |
| Completed  | !! | Not Started |  |            |  |

Item 19.

| Strategic Pillar: Engaging and Educating the Community (EC)  |                  |   |             |             |            |   |
|--|------------------|---|-------------|-------------|------------|---|
| Name   | Goal             | Responsible                                 | Target Date | Q1          | Q2         | Comments  |
| Continue the monthly customer campaign plan (incl. fact sheets and legal notices)                            | EC-1             | Megan Sjostrand, Julie Kennedy, Jean Lane   | 2025-12-31  | In Process  | In Process | Maintaining current messaging, new campaigns to be created once ERP is implemented.   |
| Publish annual report summarizing projects and financial results   | EC-2             | Julie Kennedy, Jean Lane, Megan Sjostrand   | 2025-06-30  | Not Started | Abandoned  | Pushed to next year when ERP reporting is available to ensure consistent format and messaging in future years.  |
| Plan and carry out website content updates   | EC-2, EC-1, EC-3 | Julie Kennedy, Megan Sjostrand              | 2025-12-31  | Ongoing     | Ongoing    | Staff contribution and working with other agencies to provide links in Education & Information section.   |
| Enhance public outage reporting and optimize customer account access, then publicly promoted                 | US-4, EC-2       | Chad Troumbly, Michael LeClaire, Jean Lane  | 2025-09-30  | In Process  | In Process | Interface between CRC and mPower is operational. Working thru the communication errors and dispatching errors. Still internal testing to ensure accuracy, Public Map still needs to be updated and configured for internal testing for online reporting once the communication errors between CRC and mPower are corrected. |
| Present at the 2025 home show and host 1 open house to educate the community on rebates and utility programs | EC-2, EC-1, NE-3 | Chad Troumbly, Steve Mattson, Julie Kennedy | 2025-06-30  | Completed   | Completed  | Completed in Q1. Did not meet objectives. Likely will not continue. Developing an alternative plan in October for contractor and customer engagement.   |
| Hold two joint council and commission meetings to align City of GR and GRPU on collaborative opportunities   | OE-2, EC-3       | Julie Kennedy                               | 2025-04-25  | In Process  | In Process | Meeting 1 held June 2, Meeting 2 scheduled for Oct 6  |

# 2025 Annual Work Plan Scorecard (Q2)

|            |    |             |  |            |  |
|------------|----|-------------|--|------------|--|
| Exceeding  |    | Caution     |  | NA for now |  |
| In Process |    | At Risk     |  | Abandoned  |  |
| Ongoing    |    | Postponed   |  | Added      |  |
| Completed  | !! | Not Started |  |            |  |

Item 19.

| Strategic Pillar: Use and Stewardship of the Natural Environment (NE)  |                  |   |             |            |            |  |
|--|------------------|---|-------------|------------|------------|--|
| Name   | Goal             | Responsible                                 | Target Date | Q1         | Q2         | Comments   |
| Relocate the septic hauler station from old to new WWTP  | NE-3             | Steve Mattson                               | 2025-12-31  | In Process | At Risk    | Before relocating the station, GRPU is assessing the ROI of accepting external septic waste at our WW facilities in light of new regulations and testing requirements. Staff will inspect a new receiving station near Duluth, with the new Wastewater Operations Director (apprentice) leading the data-gathering effort. If deemed worthwhile, the station relocation would be pushed to 2026. |
| 100% televised wastewater collection (WWC) system  | US-3, NE-1       | Steve Mattson                               | 2025-09-30  | In Process | In Process | Actively televising in the NW quadrant of town, estimated 20% complete for year, 80% complete system-wide.   |
| Present at the 2025 home show and host 1 open house to educate the community on rebates and utility programs | EC-2, EC-1, NE-3 | Chad Troumbly, Steve Mattson, Julie Kennedy | 2025-06-30  | Completed  | Completed  | Completed in Q1. Did not meet objectives. Likely will not continue. Developing an alternative plan in October for contractor and customer engagement.  |
| WWTP landfill cover reconstruction is substantially complete and new sludge demand agreements are in place   | NE-2, US-5       | Steve Mattson, Jean Lane, Julie Kennedy     | 2025-12-31  | In Process | At Risk    | Construction pushed into 2026 per UPM/Bandin request. Warranty due diligence completed and communicated to UPM/Bandin. Meetings started to address demand agreements.  |

# 2025 Annual Work Plan Scorecard (Q2)

|            |    |             |  |            |  |
|------------|----|-------------|--|------------|--|
| Exceeding  |    | Caution     |  | NA for now |  |
| In Process |    | At Risk     |  | Abandoned  |  |
| Ongoing    |    | Postponed   |  | Added      |  |
| Completed  | !! | Not Started |  |            |  |

Item 19.

| Strategic Pillar: Operational Excellence (OE)   |                        |   |             |             |            |  |
|---|------------------------|---|-------------|-------------|------------|--|
| Name  | Goal                   | Responsible                               | Target Date | Q1          | Q2         | Comments   |
| Tracking/reporting in project management software to improve efficiencies   | FM-1, OE-1             | Julie Kennedy                             | 2025-12-31  | In Process  | In Process | Started work this month in NSPB and Monday.com for project tracking. Rolled out with 2026 budget process.                |
| Quarterly all employee meetings to improve clear communication process and lead to improved NPS per annual survey | OE-1                   | Julie Kennedy, Jean Lane, Megan Sjostrand | 2025-12-31  | In Process  | In Process | Switched to 3 meetings per year (start, mid, end). Meeting 1 Jan 30, meeting 2 July 10, meeting 3 scheduled December 18. |
| Implement employee resource portal in new ERP software and Laserfiche   | OE-1                   | Jean Lane                                 | 2025-06-30  | In Process  | Postponed  | Laserfiche HR complete. ERP slightly delayed with anticipated Oracle go-live week of Aug 18.                             |
| Substantially operating ERP system (approximately 90% of modules functioning and collecting data)                 | US-1, US-4, FM-1, OE-2 | Jean Lane                                 | 2025-06-30  | In Process  | Postponed  | Slightly delayed. Anticipated go-live is week of August 18 for Oracle and week of Sept 2 for SpryPoint                   |
| Succession planning for business services manager transition  | OE-1                   | Megan Sjostrand, Julie Kennedy            | 2025-12-31  | In Process  | In Process | New JD approved and job advertised in July.  |
| Implement comprehensive employee training and development program   | OE-1                   | Megan Sjostrand, Julie Kennedy            | 2025-12-31  | Not Started | In Process | Working on SOW with MMUA to start program in Oct 2025.   |
| Implement employee success sharing program  | OE-1                   | Julie Kennedy, Megan Sjostrand            | 2025-01-31  | In Process  | In Process | Included as part of employee development program - work to start in Oct 2025.  |
| Finalize electronic document retention conversion   | OE-1                   | Megan Sjostrand, Julie Kennedy            | 2025-12-31  | In Process  | In Process | Commission items, contracts, HR, & reports/studies workflow designs are complete - need to upload backdated items.       |



# Questions / Comments



**GRAND RAPIDS  
PUBLIC UTILITIES**  
*Service is Our Nature*

# Grand Rapids Public Utilities

July 23, 2025

Operational and Capital Updates

GRPU Management Team





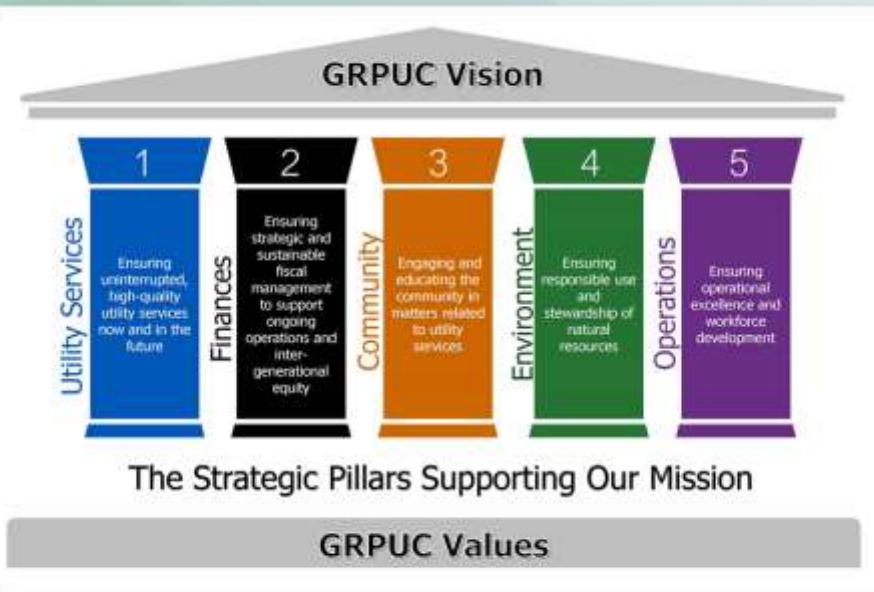


# MISSION VISION VALUES

Item 19.

## WHO WE ARE

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## 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 19.

## Capital: Electric Airport Road Project by Chad Troumbly

### Project Highlights:

#### Goals

- Increase capacity to industrial parks
- Supplement current overhead lines

#### Status

- Success Installation
- Requires Elbows/Energizing
- Collecting Costs



| Project Name              | Location     | Status/ Completion Date | Budgeted Amount | Actual Spent | Funding Source |
|---------------------------|--------------|-------------------------|-----------------|--------------|----------------|
| 7-17th Airport Rd Prim UG | Airport Road | 95%                     | \$394,193       | \$95,799*    | Reve           |



# Uninterrupted, High-Quality Utility Services (US)

Item 19.

## Capital/Grant: CSC Generator by Chad Troumbly

### General:

- After July 2021 Major Storm
- FEMA Grant

### Goals

- Power Entire CSC

### Status

- Delays but Success
- Collecting Costs



| Project Name | Location     | Status/ Completion Date | Budgeted Amount | Actual Spent | Funding Source |
|--------------|--------------|-------------------------|-----------------|--------------|----------------|
| CSC-24-GENER | CSC Building | Complete                | \$458,575       | \$441,608*   | Rever Grant    |





# Strategic and Sustainable Fiscal Management (FM)

Item 19.

## Capital: Pole Replacement Plan by Chad Troumbly

### Tiered Approach for Replacements

1. Structurally Compromised
2. Aging, Outdated Hardware
3. System Upgrades, Moves

Reallocate Partial Funds from Southwest Underground Conversion Phase 1 Project - Pushed to 2026

(ELCP-00-SWP1-Spend to Date: \$1348 of \$376,712)



| Project Name  | Location       | Status/ Completion Date | Budgeted Amount | Actual Spent | Funding Source |
|---------------|----------------|-------------------------|-----------------|--------------|----------------|
| ELCP-00-POLEP | Across Utility | Starting                | \$39,720        | \$0          | Reve           |

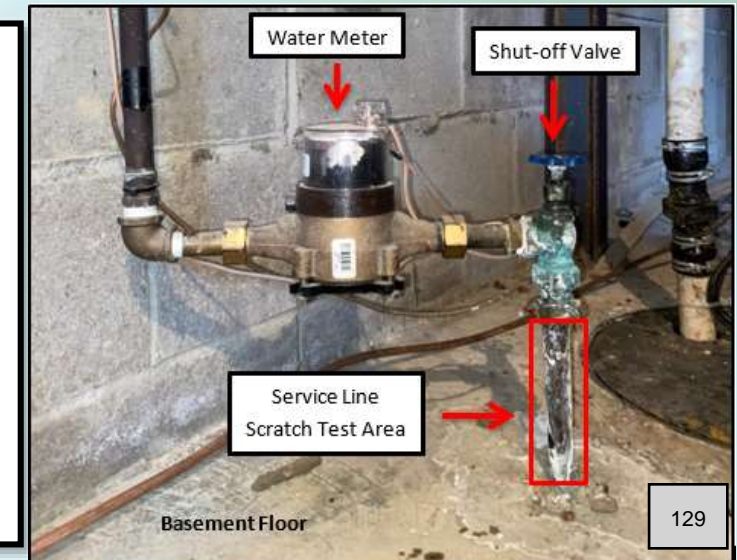
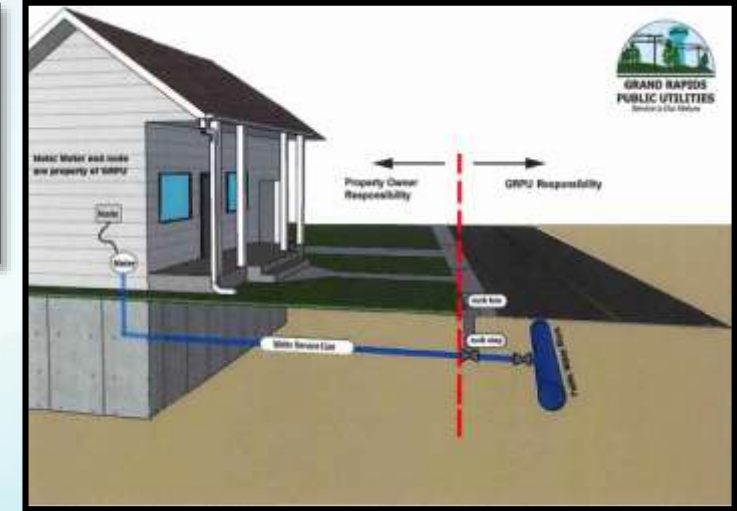


# Engaging and Educating the Community (EC)

Item 19.

## Operations: Water Service Line Inventory by Steve Mattson

- US EPA - Lead and Copper Rule Revisions
- Service line is pipe that connects the water in building to the utility water main.
- Last summer completed round 1
- Our inventory from that was 14 galvanized requiring replacement, 2,799 unknown material, and 683 non-lead service lines.
- Round 2 starting in the coming weeks
- Working with SEH via MDH grant
- Record review  
Physical inspection via appointments (SEH)  
Self-identify





# Engaging and Educating the Community (EC)

Item 19.

Operations: August Customer Campaign by Julie Kennedy

## Safe Use of Generators

Grand Rapids Public Utilities knows a portable generator can be a reliable backup during outages. Always use generators outdoors, away from windows to prevent carbon monoxide poisoning. Plug appliances directly into the generator or use a heavy-duty outdoor-rated extension cord to avoid dangerous back-feeding.

Click [HERE](#) for a fact sheet on Safe Use of Generators

| - Education & Environment                 |   |
|---|---|
| Call Before You Dig                       |   |
| Conservation                              |   |
| Electric Vehicles                         |   |
| Safe Use of Generators                    |  |
| Lead and Copper Service Lines             |   |
| Legionella and Drinking Water Information |   |



# Operational Excellence (OE)

Item 19.

## Operations: MDH Sanitary Survey Results by Steve Mattson

- Inspection completed annually of PWS by MDH district engineer
- Review of water source, facilities, equipment, operation, maintenance and compliance monitoring
- No deficiencies observed
- Recommendations for backup power in areas, continual cleaning, minimize dead-ends, valve exercising, cross connection plan and security.
- GRPU is now a B facility. Must have a licensed operator licensed to same as facility level.
- Bacteria testing all absent results.





## Operations: July Safety Summary by Julie Kennedy

### Safety Topic This Month:

Safety Brad will train all employees on Employee Right To Know, Bloodborne Pathogens, and Dog Bites on July 23.

### Safety Committee Program Review This Month:

Safety Brad and the Safety Committee will review the Lock Out and Tagout program on July 24.

### Incidents Reported last Month by Department

Administration: None

Business Services: None

Electric: None

Water-Wastewater: None

#### **Cumulative Incidents for 2025**

|                                 |   |
|---------------------------------|---|
| Recordable Incidents            | 0 |
| Lost Time Days 2025             | 0 |
| Restricted Days 2025            | 0 |
| First Aid Only (not recordable) | 2 |

Total FROI 2

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

|          | 2021 | 2022 | 2023 | 2024 | 2025 |
|----------|------|------|------|------|------|
| ADMIN    | 0    | 0    | 0    | 0    | 0    |
| BUS SVCS | 0    | 0    | 1    | 0    | 0    |
| ELEC     | 0    | 0    | 0    | 1    | 0    |
| W-WW     | 1    | 0    | 0    | 0    | 0    |
| TOTAL    | 1    | 0    | 1    | 1    | 0    |



# Business Action Items

Item 19.

# Grand Rapids Public Utilities

## Upcoming Commission Meetings

**Work Session: August 13, 2025**

**Regular Meeting: August 27, 2025**



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PUBLIC UTILITIES**  
*Service is Our Nature*



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve the July 1, 2025 renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount up to \$156,007, 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.

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

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### BACKGROUND:

Attached is the Insurance Summary for Grand Rapids Public Utilities Commission General Liability and Commercial Property Insurance with the League of Minnesota Cities Insurance Trust (LMCIT). The GRPUC general liability insurance agency is Greater Insurance Service. Also, please see the attached liability coverage waiver form. It has been past practice for GRPUC to select “does not waive” the monetary limits on municipal tort liability established by MN SS 466.04.

There is a slight decrease in the general liability insurance premium for property coverage. The total premium decreased from \$158,228 in 2024 to \$156,007 in 2025 a \$2,221 decrease in premium.

Premium for 2024-2025 was \$158,228

Premium for 2023-2024 was \$159,171

### RECOMMENDATION:

Approve the July 1, 2025 renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount up to \$156,007, 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.

# Invoice

**Member Name and Address**

Grand Rapids Public Utilities  
Commission  
500 SE 4th Street  
Grand Rapids, MN 55744-0658

**Invoice Date**

07/16/2025

**Agent**

Greater Insurance Service of Northeast Minnesota Inc  
407 S Pokegama Ave  
Grand Rapids, MN 55744-3817  
(218)326-8511

**Account Number:** 40002306  
**Account Type:** Property/Casualty Coverage Premium  
**Current Balance:** \$ 156,007.00  
**Minimum Due:** \$ 86,927.00  
**Due Date:** 09/01/2025

| Summary of<br>activity since<br>last Billing<br>Invoice                 | Date | Activity  | Account Balance | Minimum Due  |
|---|------|---|-----------------|--------------|
| See reverse<br>side and<br>attachments for<br>additional<br>information |      | Previous Invoice Balance                                    | 158,228.00      |              |
|   |      | Payments Received   | -.00            |              |
|   |      | Total of Transactions and Fees shown on reverse or attached | 156,007.00      |              |
|   |      |   |                 |              |
|   |      | Current Balance   | \$ 156,007.00   | \$ 86,927.00 |

Detach and  
return this  
Payment  
Coupon with  
your payment

**Account Number**  
40002306

**Invoice Date**  
07/16/2025

**Due Date**  
09/01/2025

**Current Balance**  
\$ 156,007.00

**Minimum Due**  
86,927.00

**Amount  
Enclosed**  
\$ \_\_\_\_\_

**Member Name** Grand Rapids Public Utilities Commission

**BILLING INVOICE - Return stub with payment - make checks payable to:**

Mail payment  
7 days before  
Due Date to  
ensure timely  
receipt

League of MN Cities Insurance Trust P&C  
c/o Berkley Risk Administrators Company  
222 South Ninth Street, Suite 2700  
P.O. Box 581517  
Minneapolis, MN 55458-1517

# Invoice

|   |   | Transaction Amount | Minimum Due  |
|---|---|--------------------|--------------|
| Detail of activity since last Invoice   | Package 1005105-10 Agreement Period 07/01/2025 - 07/01/2026 |                    |              |
|   | Agreement Previous Balance                                  | \$ 0.00            |              |
|   | Renewal - PR 07/15/2025                                     | \$ 138,162.00      |              |
|   | Agreement Ending Balance                                    | \$ 138,162.00      | \$ 69,082.00 |
| Excess 1005106-10 Agreement Period 07/01/2025 - 07/01/2026                    |   |                    |              |
|   | Agreement Previous Balance                                  | \$ 0.00            |              |
|   | Renewal - PR 07/15/2025                                     | \$ 17,845.00       |              |
|   | Agreement Ending Balance                                    | \$ 17,845.00       | \$ 17,845.00 |
| Defense Cost Reimbursement 1005107-9 Agreement Period 07/01/2025 - 07/01/2026 |   |                    |              |
|   | Agreement Previous Balance                                  | \$ 0.00            |              |
|   | Agreement Ending Balance                                    | \$ 0.00            | \$ 0.00      |
|   | Total Current Balance                                       | \$ 156,007.00      |              |
|   | Total Minimum Due   |                    | \$ 86,927.00 |



CONNECTING & INNOVATING  
SINCE 1913

Thank you for choosing us as your Coverage carrier. The following information is to assist you in reviewing your Billing Invoice.

**Billing Inquiries:** CONTACT YOUR AGENT FOR QUESTIONS ON YOUR AGREEMENT OR CHANGES IN COVERAGE. For billing inquiries, please call 1-612-766-3000

#### BILLING PROCEDURES

**New Agreements and renewals:** If your Agreement is issued after the date that coverage began, your first Billing Invoice for the agreement may include more than one installment payment due.

**Application of Payments and Cancellation:** If you pay more than the Minimum Due, the extra payment will be applied to your next installment proportionately to all agreements on your account. For Accounts owned on agreements with the same Due Date, the payment will be applied proportionately to all agreements with the same Due Date.

Minimum Due is the amount to pay to avoid any agreements on your account from going into a late pay status which could cause cancellation of coverage. If you fail to pay the Minimum Due by the Due Date, a Direct Notice of Cancellation for Non Payment may be issued for one or more agreements on your account. If your account has more than one agreement and you pay less than the Minimum Due, your payment will be applied first to amounts owed on agreements with the oldest balance due.

If we receive a payment after the cancellation effective date and we elect not to reinstate your agreement, the payment will be applied toward any unpaid earned premium on your account before any remainder is refunded.

After an agreement is cancelled, we will bill you for any unpaid earned premium. If you do not pay, the matter may be referred to collections.

**Audit Premium:** Any Audit Premium owed will be included in both Current Balance and Minimum Due balance shown on the Billing Invoice. Payment of Audit Premium is due in full by the Due Date. If Audit Premium is owed, your payment may be applied first to Audit Premium owed and then to amounts owed on agreements with the earliest Due Date. If special arrangements are needed for repayment of audit premium you MUST contact the Billing Unit at the number shown above for consideration of any such arrangements.

**Refunds:** Any refund due will be mailed from our office within 15 days after the Invoice date.

**Payment address:** ALL PAYMENTS SHOULD BE SENT TO OUR PAYMENT PROCESSING CENTER ALONG WITH THE PAYMENT COUPON. The address change from below is printed on the back of the payment coupon. If needed it may also be sent along with your payment to the Payment Processing Center at:

222 South Ninth Street, Suite 2700 Minneapolis, MN 55402 . Please do not send any other correspondence to the payment processing center.

#### CHANGE OF ADDRESS AND/OR NAME PLEASE FILL IN THE NAME, AGREEMENT NUMBER AND CHECK APPROPRIATE BOX

- ☐ Name Change Only  
☐ Name and Address Change  
☐ Address Change Only

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

Address: \_\_\_\_\_

Former Name: \_\_\_\_\_ Address: \_\_\_\_\_

Agreement Number: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

PLEASE REFER ALL OTHER CHANGES TO YOUR AGENT. THANK YOU.





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

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Consider a motion to approve a revision on the Water Hydrant Use policy and Water Hydrant Use Agreement.

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

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### **BACKGROUND:**

It is good practice for government to formally adopt customer related policies. These policies are central to a strategic, long-term approach to customer interaction and clarification of utility services provide and expectations of the GRPU and customers.

The attached Water Wastewater policy and agreement were reviewed and discussed with the GRPU staff. The revision is necessary to protect aquatic environments now that GRPU water is disinfected with chloramine.

### **RECOMMENDATION:**

Consider a motion to approve a revision on the Water Hydrant Use policy and Water Hydrant Use Agreement.



|                           |                                |                                  |
|---------------------------|--------------------------------|----------------------------------|
| Category:<br><b>Water</b> | Subcategory:<br><b>General</b> | Policy Number:<br><b>5.1.002</b> |
|---------------------------|--------------------------------|----------------------------------|

### 1.0 INTRODUCTION

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

### 2.0 POLICY

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

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

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

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

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

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

The customer must ensure that an air gap is maintained while water is transferred into their holding tank to positively prevent back-siphoning of water into the distribution system.

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

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

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

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

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

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

Water pulled from any GRPU hydrant contains chloramine and the water USERS are responsible for properly dechlorinating the water before it is discharged to protect fish and wildlife. Unlike chlorine, chloramine is more stable and does not dissipate quickly, making it particularly harmful to aquatic organisms even at low levels. When chloraminated water is released untreated into the environment, it can damage gill tissues in fish and disrupt aquatic ecosystems. To prevent this, users must use appropriate dechlorination methods—such as activated carbon filtration or chemical neutralizers like sodium thiosulfate—before allowing the water to enter storm drains, streams, or other natural water bodies.

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Tom Stanley  
GRPUC President


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Luke Francisco  
GRPUC Secretary

## POLICY HISTORY:

Adopted: 4-13-2022

Revised: 7-23-2025

|  |  |   |   |
|--|--|---|---|
|  <p><b>GRAND RAPIDS<br/>PUBLIC UTILITIES</b><br/><i>Service is Our Nature</i></p> | <p>GRAND RAPIDS<br/>PUBLIC UTILITIES</p> <p><b>WATER HYDRANT USE<br/>AGREEMENT</b></p> | <b>GRPU USE ONLY</b>  |   |
|  |  | Fee Received: \$ _____<br>Meter # _____<br>Wrench # _____<br>Date Meter Issued: _____<br>Return Date: _____ | Account #: _____<br>Meter Size: _____<br>Beginning Read: _____<br>Final Read: _____ |

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

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

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

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**(Select size requested):**    ☐ 1"    ☐ 3"

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

*I have read and understand the **Water Hydrant Use Agreement** and **GRPU Commission Water Hydrant Use Policy**. I am an authorized agent of the entity, business, or contractor requesting service. **I also understand that prior to discharging this water into any storm sewer, lake, river or stream I will need to dechlorinate this water.***

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Revision: 7-23-2025

Agreement Expires: \_\_\_\_\_

|                           |                                |                                  |
|---------------------------|--------------------------------|----------------------------------|
| Category:<br><b>Water</b> | Subcategory:<br><b>General</b> | Policy Number:<br><b>5.1.002</b> |
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Tom Stanley  
GRPUC President

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GRPUC  
Commissioner

## POLICY HISTORY:

Adopted: 4-13-2022

Revised: 7-23-2025



|  |  |   |   |
|--|--|---|---|
|  <p><b>GRAND RAPIDS<br/>PUBLIC UTILITIES</b><br/><i>Service is Our Nature</i></p> | <p>GRAND RAPIDS<br/>PUBLIC UTILITIES</p> <p><b>WATER HYDRANT USE<br/>AGREEMENT</b></p> | <b>GRPU USE ONLY</b>  |   |
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Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Revision: 7-23-2025

Agreement Expires: \_\_\_\_\_



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** July 23, 2025

**AGENDA ITEM:** Monthly Report

**PREPARED BY:** GRPU Staff

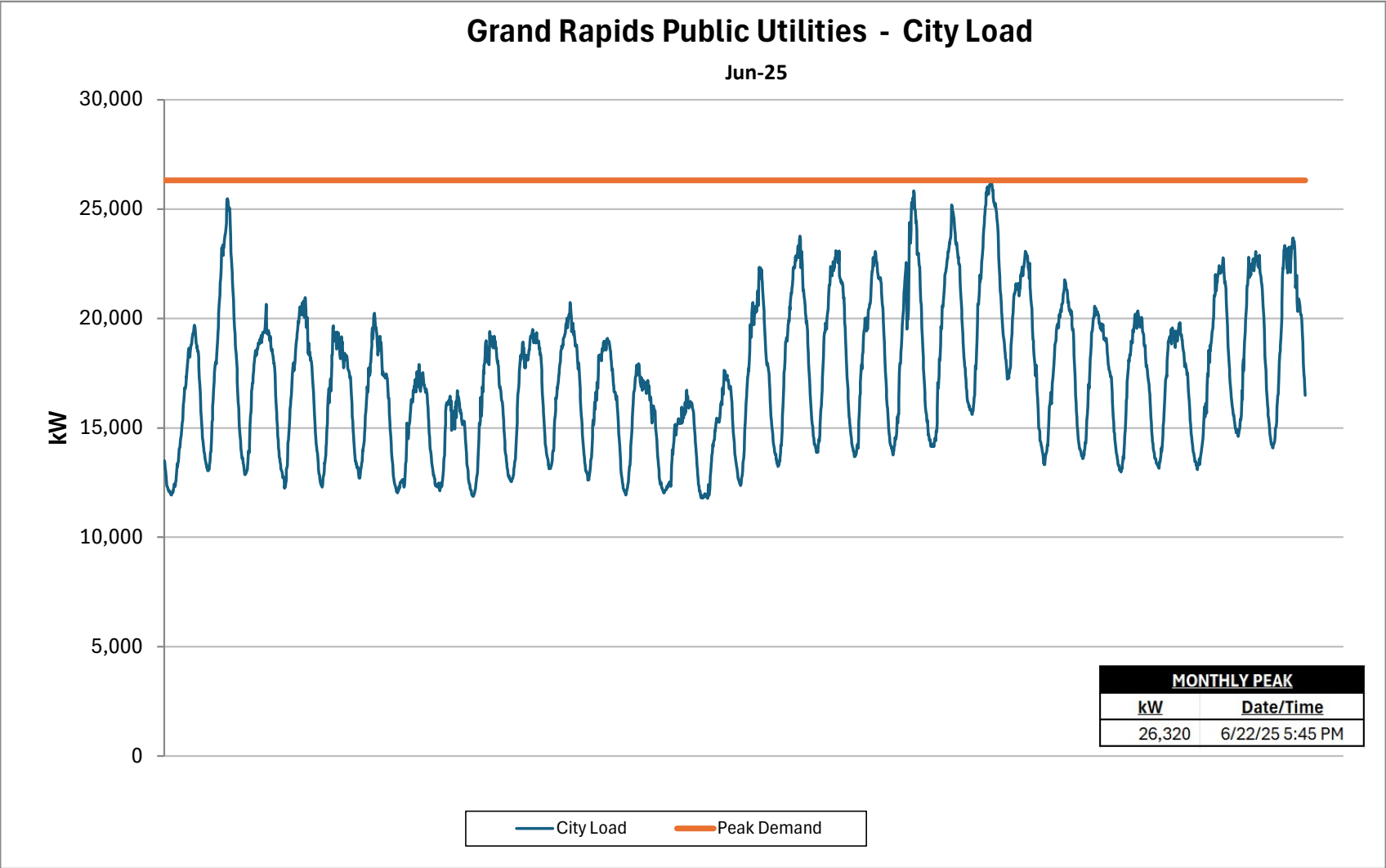
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### **BACKGROUND:**

Standard monthly GRPU Operating Reports.

### **RECOMMENDATION:**

None. Review Only.







# Electric Reliability Report

07/

Item 22.

Date Range

06/03/2025 - 06/30/2025

|         |          |                                  |          |       |                            |                           |     |
|---------|----------|----------------------------------|----------|-------|----------------------------|---------------------------|-----|
| SAIDI:  | 2.74     | Avg Minutes / Customers Served   | CAIDI:   | 72.78 | Avg Minutes / Customer Out | Total Customers Out:      | 288 |
| SAIFI:  | 0.04     | Cust Outages / Customers Served  | CAIFI:   | 0.045 | Avg Outages / Customer Out | Total Reported Hours:     | 31  |
| Active: | 7641     | Active Electric Customers        | Outages: | 13    | Total Number of Outages    | Total Customer Hours Out: | 349 |
| ASAI:   | 99.99948 | Average Percent System Available |          |       |                            |                           |     |

| Outage Time           | Restored Time         | Outage Type             | Duration (Hours) | Customers Out | Customer Hours |
|-----------------------|-----------------------|-------------------------|------------------|---------------|----------------|
| 6/3/2025 9:51:46 AM   | 6/3/2025 11:37:08 AM  | Utility Human Error -r- | 1.77             | 9             | 15.90          |
| 6/10/2025 8:59:52 AM  | 6/10/2025 9:34:11 AM  | Scheduled -r-           | 0.58             | 47            | 27.42          |
| 6/17/2025 10:20:00 AM | 6/17/2025 10:24:06 AM | Scheduled -r-           | 0.07             | 1             | 0.07           |
| 6/19/2025 4:42:00 PM  | 6/19/2025 6:24:05 PM  | Equipment -r-           | 1.70             | 1             | 1.70           |
| 6/20/2025 12:27:56 PM | 6/20/2025 1:38:31 PM  | Utility Human Error -r- | 1.18             | 219           | 259.15         |
| 6/21/2025 1:43:00 AM  | 6/21/2025 2:54:32 AM  | Lightning -r-           | 1.18             | 2             | 2.37           |
| 6/21/2025 2:36:00 AM  | 6/21/2025 4:10:49 AM  | Tree -r-                | 1.57             | 1             | 1.57           |
| 6/30/2025 8:30:07 AM  | 6/30/2025 8:59:27 AM  | Scheduled -r-           | 0.48             | 1             | 0.48           |
| 6/30/2025 1:45:40 PM  | 6/30/2025 2:39:44 PM  | Scheduled -r-           | 0.90             | 2             | 1.80           |
| 6/30/2025 2:52:43 PM  | 6/30/2025 4:40:13 PM  | Tree -r-                | 1.80             | 1             | 1.80           |
| 6/30/2025 2:54:48 PM  | 6/30/2025 4:39:41 PM  | Tree -r-                | 1.75             | 1             | 1.75           |
| 6/30/2025 2:58:34 PM  | 6/30/2025 4:38:08 PM  | Tree -r-                | 1.67             | 1             | 1.67           |
| 6/30/2025 2:45:21 PM  | 7/1/2025 7:35:13 AM   | Unknown -r-             | 16.83            | 2             | 33.67          |



# Electric Reliability Report

07/11/2025  
Item 22.

Date Range  
06/03/2025 - 06/30/2025

| Outages Total by Outage Type |         |          |           |                | Top 10 Outages by Duration |        | Top 10 Outages by Customer Hours |        |
|------------------------------|---------|----------|-----------|----------------|----------------------------|--------|----------------------------------|--------|
| Outage Type                  | Outages | Duration | Customers | Customer Hours | Outage ID                  | Hours  | Outage ID                        | Hours  |
| Equipment -r-                | 1       | 1.70     | 1         | 1.70           | NW 20th Ave, 502           | 347.22 | McGuire Ln, 1219                 | 143.10 |
| Lightning -r-                | 1       | 2.37     | 2         | 2.37           |                            |        |                                  |        |
| Scheduled -r-                | 4       | 29.77    | 51        | 29.77          |                            |        |                                  |        |
| Tree -r-                     | 4       | 6.78     | 4         | 6.78           |                            |        |                                  |        |
| Unknown -r-                  | 1       | 33.67    | 2         | 33.67          |                            |        |                                  |        |
| Utility Human Error -r-      | 2       | 275.05   | 228       | 275.05         |                            |        |                                  |        |



# Electric Reliability Report

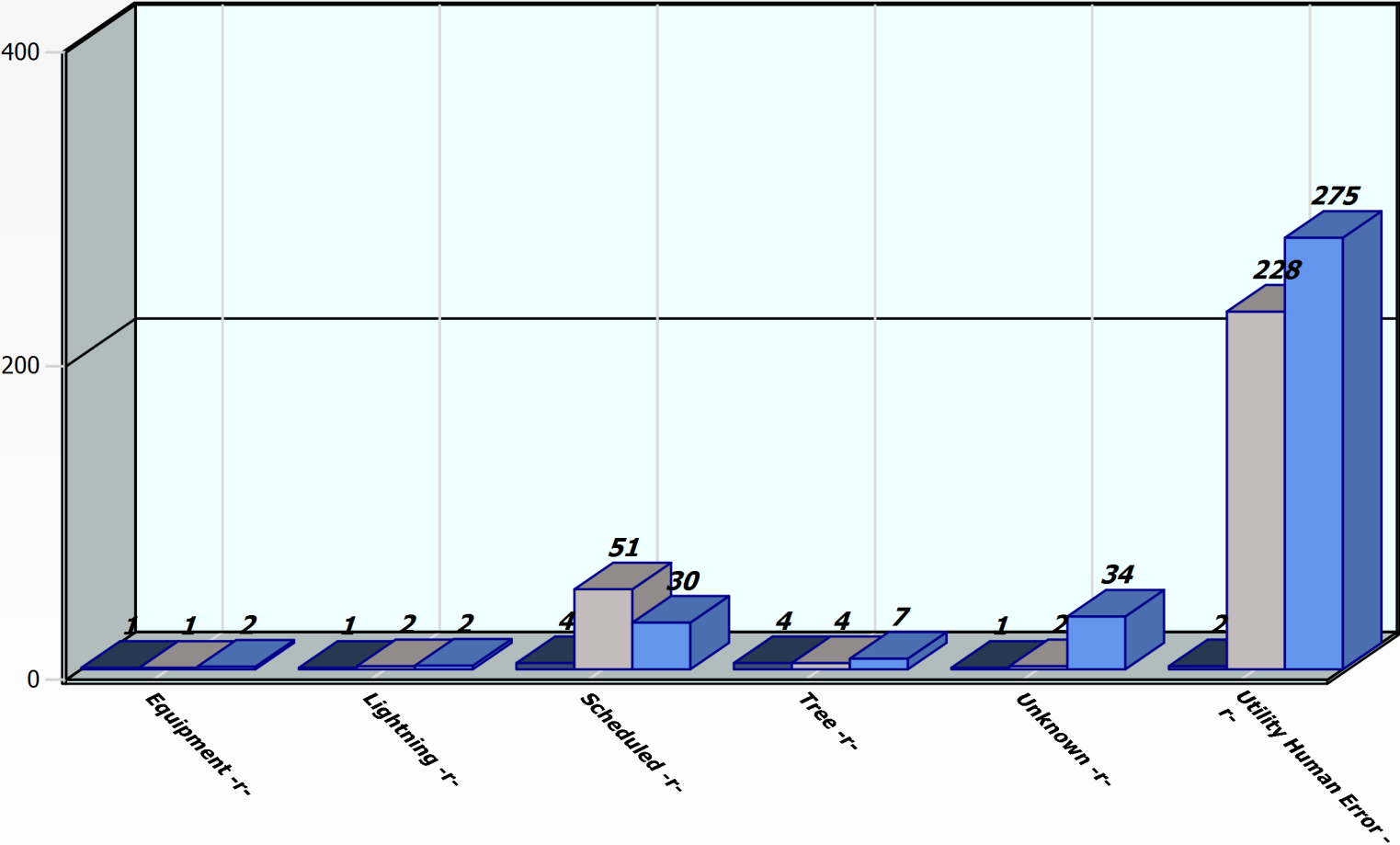
07/

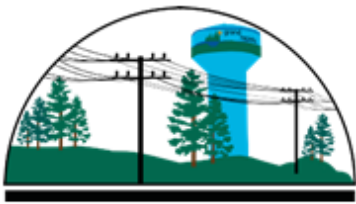
Item 22.

Date Range

06/03/2025 - 06/30/2025

Outage Type  
Customer Hours Without Power





GRAND RAPIDS  
PUBLIC UTILITIES

Service is Our Nature

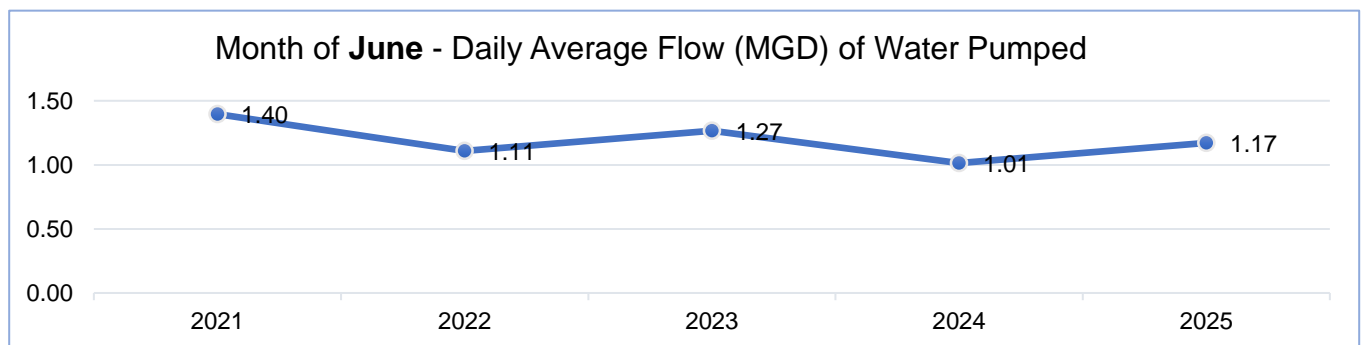
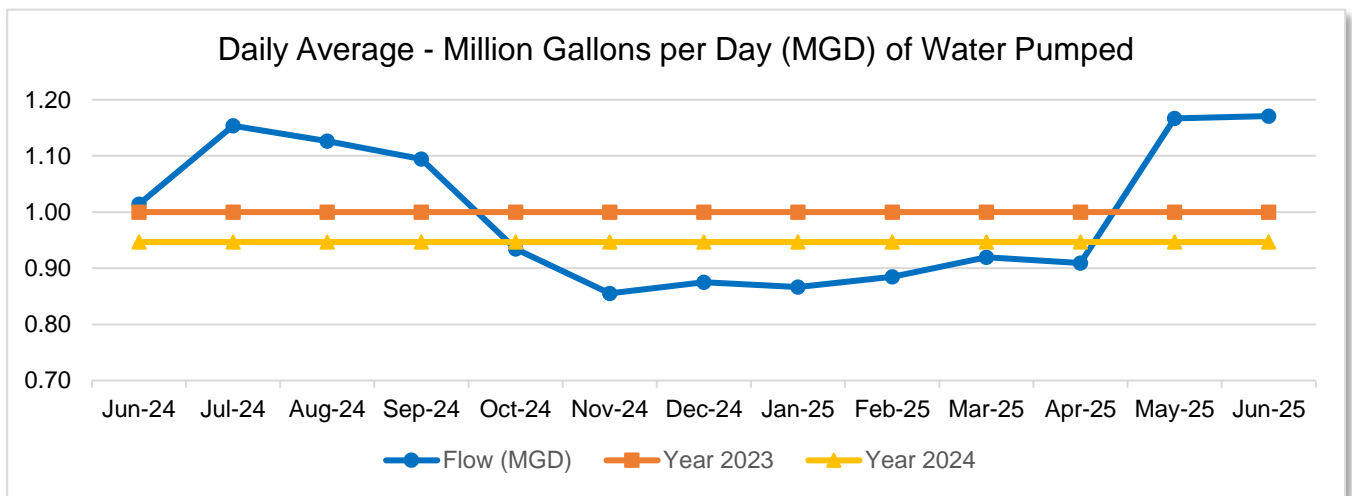
Item 22.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

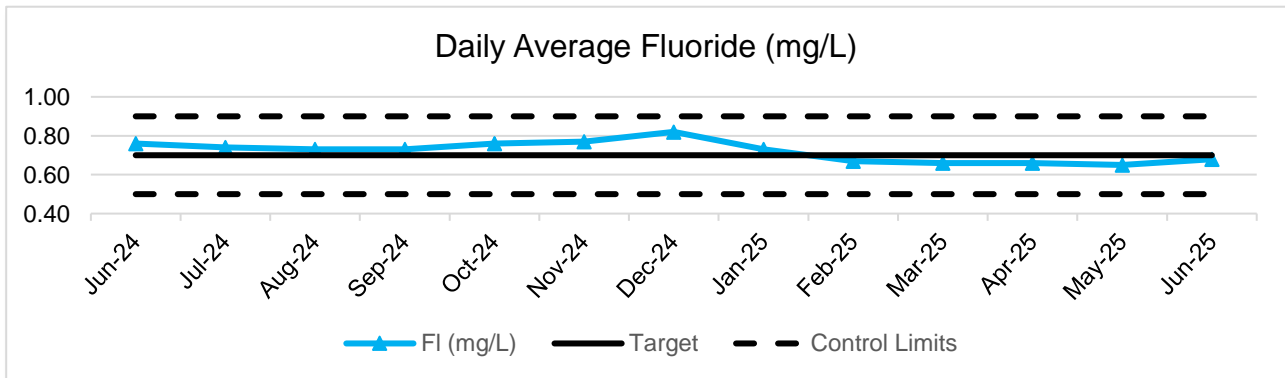
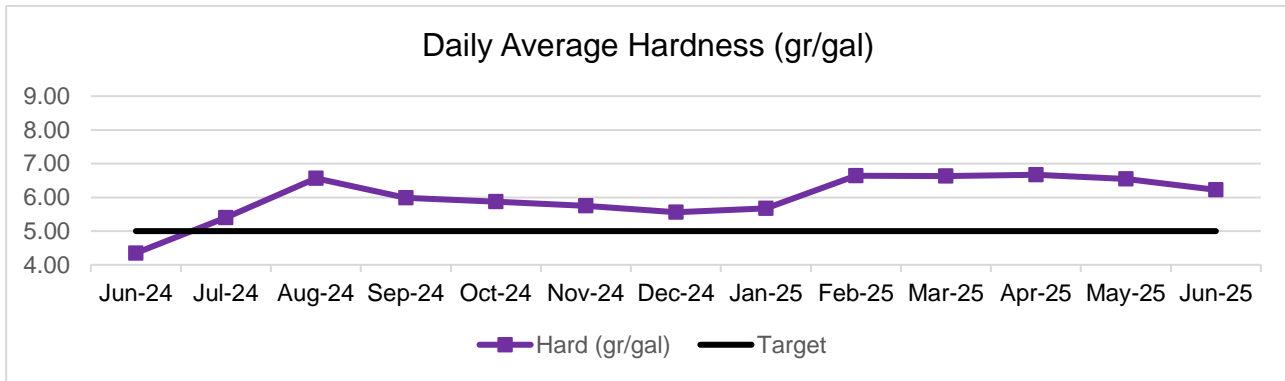
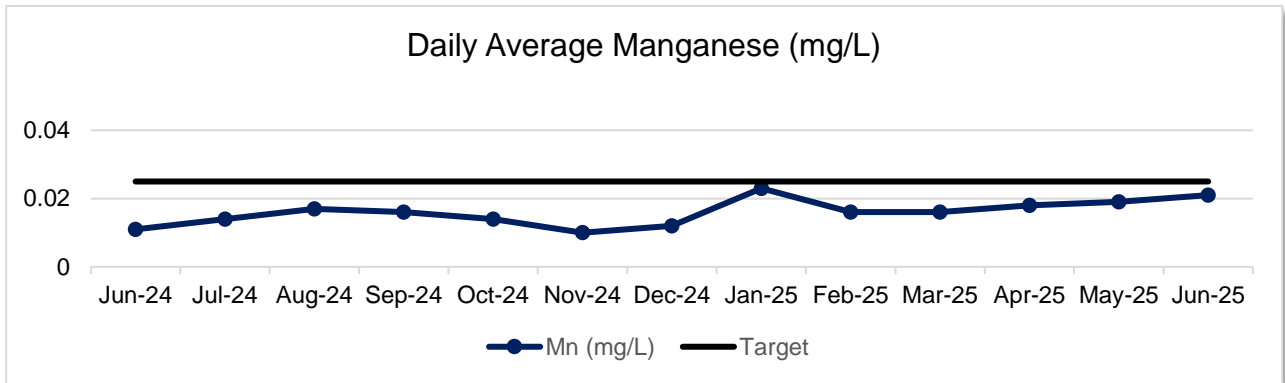
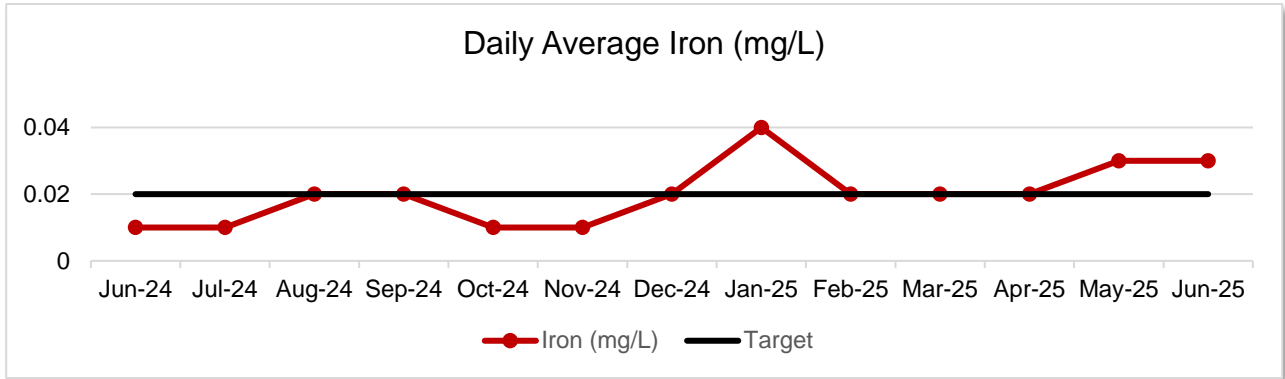
## WATER MONTHLY ANALYSIS REPORT June 2025

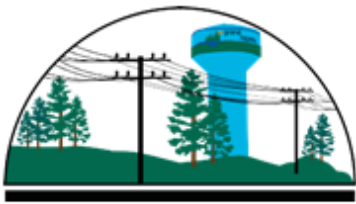
### Water Operations

The water plant pumped an average of 1.17 million gallons of water per day (MGD) with a peak of 1.44 million gallons during the month which is normal for this time of the year.



Hardness slightly improved toward the goal. The rest of the water quality analysis was normal for the month as seen in the graphs below.





GRAND RAPIDS  
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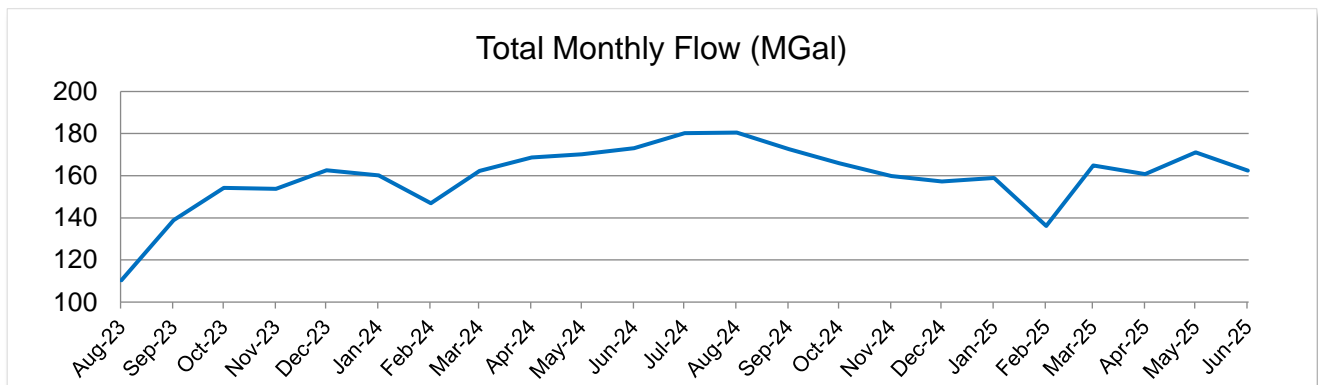
Item 22.

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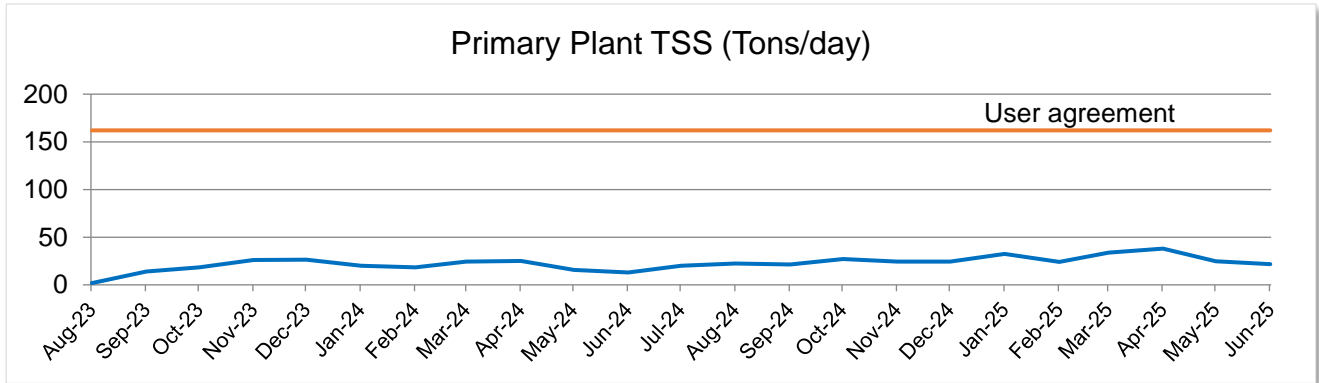
## WASTEWATER MONTHLY ANALYSIS REPORT June 2025

### Wastewater Operations

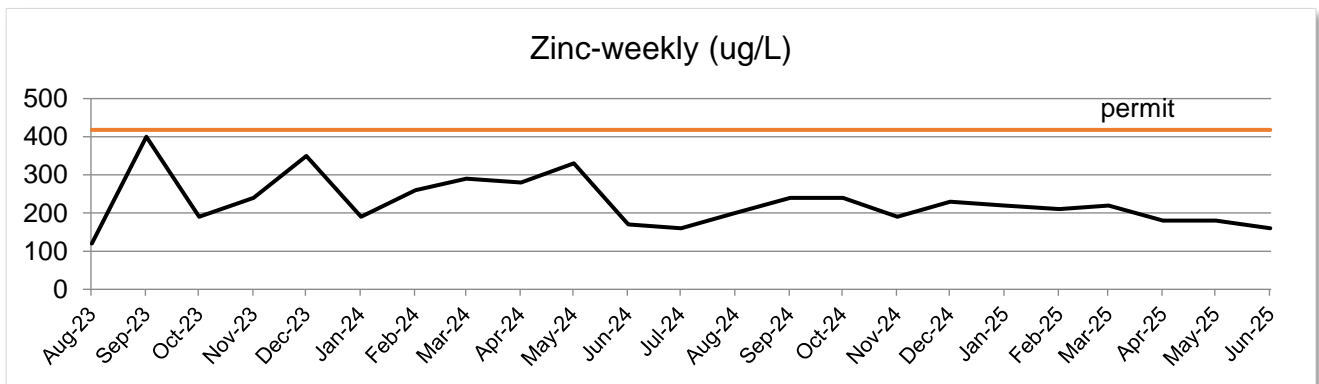
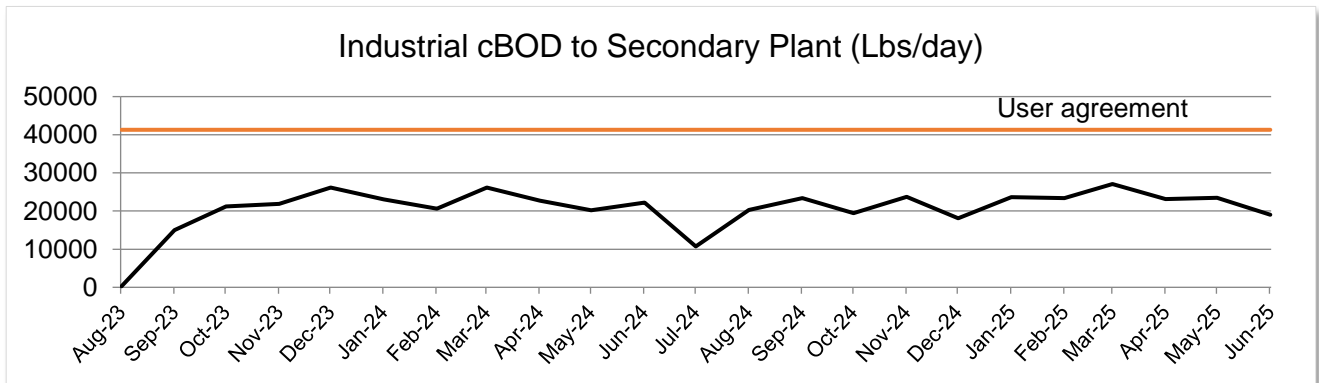
The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month while treating 162 million gallons of water removing 99.8% of the Total Suspended Solids (TSS) and 99.5% Biochemical Oxygen Demand (cBOD).



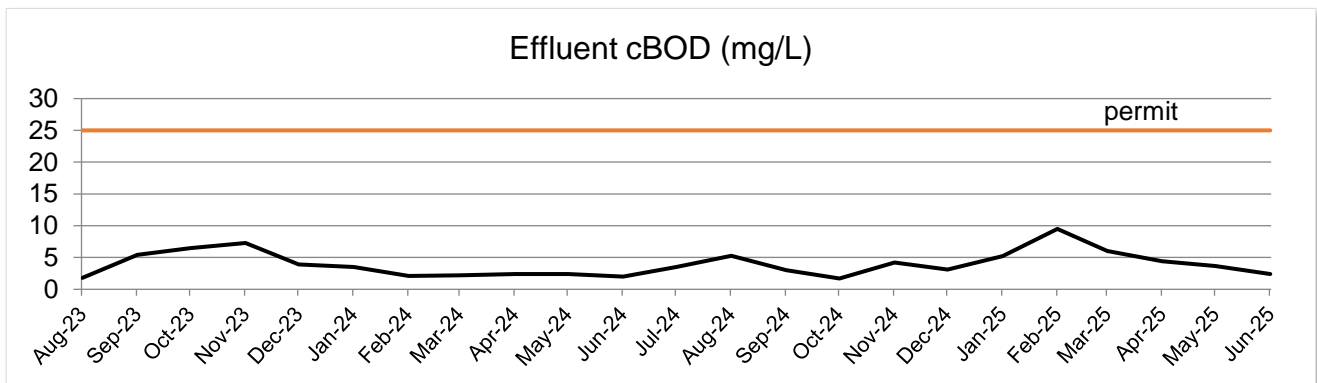
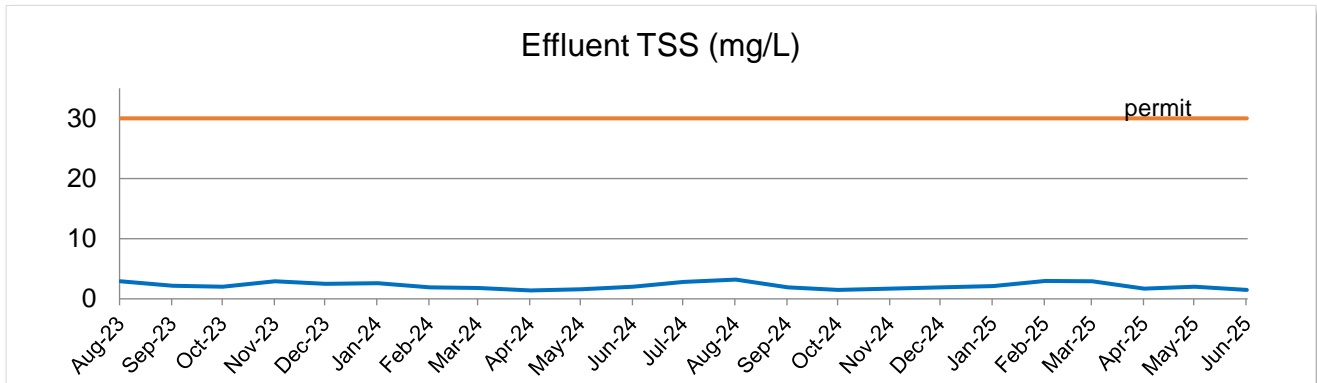
|                      | Design Limits<br>(monthly AVG) | Actual Results |
|----------------------|--------------------------------|----------------|
| <u>Primary Plant</u> |                                |                |
| Flow (MGD)           | 13.25                          | 4.1            |
| TSS (Tons/day)       | 162                            | 21.6           |
| TSS Peak (Tons/Day)  | 284                            | 46.1           |



|                        | Design Limits<br>(monthly AVG) | Actual Results |
|------------------------|--------------------------------|----------------|
| <b>Secondary Plant</b> |                                |                |
| Flow (MGD)             | 15.25                          | 5.4            |
| cBOD (lbs/Day)         | 41,300                         | 20,660         |
| Peak cBOD (lbs/Day)    | 57,350                         | 30,100         |
| Zinc-weekly (ug/L)     | 418                            | 160            |
| % GRPUC                |                                | 29.6%          |



| <u>Effluent</u>               | Permit Limits<br>(monthly AVG) | Actual Results |
|-------------------------------|--------------------------------|----------------|
| TSS (mg/L) – monthly average  | 30                             | 1.5            |
| cBOD (mg/L) – monthly average | 25                             | 2.4            |
| Dissolved Oxygen (mg/L)       | >1.0                           | 6.2            |



### **Sludge Landfill Operations**

- 0.62 million gallons of leachate were hauled last month
- 3792 cubic yards of sludge solids were hauled to the landfill

