

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

GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING AGENDA

Wednesday, November 17, 2021

revision includes additional attachments for items 10 and 12

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, November 17, 2021 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:

MP Presentation on Resale Energy Adjustments

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the October 12, 2021 Regular meeting and the October 26, 2021 Special meeting.

VERIFIED CLAIMS:

2. Consider a motion to approve the verified claims for October 2021 in the amount \$2,181,865.34 (Computer Check Register \$1,726,047.21 and Manual Check Register \$455,818.13).

COMMISSION REPORTS:

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

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for October 2021
4. Consider a motion to authorize the sale and/or disposal of surplus property.
5. Consider a motion to ratify the procurement contract with Widseth for a Solar Plus Battery Storage study for \$5,000.00.
6. Consider a motion to ratify the procurement contract with Bell Lumber & Pole Company for eight 50 foot power poles for \$11,304.00.
7. Consider a motion to ratify the procurement contract with Ferguson Enterprises for one Water Specialties flow meter (SP-VF32D-08) for \$3,717.00.

- [8.](#) Consider a motion to ratify the procurement contract with Mulcahy Enterprises for one Water Furnace heat pump (MG6639) for \$2,607.00
- [9.](#) Consider a motion to ratify the procurement contract with WDIO for video production and a commercial spot not to exceed \$4,240.00.
- [10.](#) Consider a motion to approve the new Wastewater Operations Director position description, declare a vacancy exists, and authorize the internal posting for the position.

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

ADMINISTRATION:

- [11.](#) Review Administration Department Report.
- [12.](#) Consider a motion to approve the updated Maintenance III position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.

BUSINESS SERVICES DEPARTMENT:

- [13.](#) Review Monthly Department Report.

ELECTRIC DEPARTMENT:

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

WATER AND WASTEWATER DEPARTMENT:

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

SAFETY REPORT:

- [16.](#) Review Safety Report.

ADJOURNMENT:

The next Special Meeting/Work Session is scheduled for Tuesday, November 30, 2021 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, December 15, 2021 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 ext. 1 and we will provide you with a copy of the policy.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING MINUTES

Tuesday, October 12, 2021

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Tuesday, October 12, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Smith.

ABSENT: Commissioner Rick Blake with notice, Commissioner Luke Francisco with notice.

Others Present: General Manager Julie Kennedy, Business Services Manager Jean Lane, Electric Department Manager Jeremy Goodell, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Chris Flannigan, and Pete Garsow of ICTV

PUBLIC FORUM: None present

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the September 15, 2021 Regular meeting.

Motion made by Secretary Kooda, Seconded by Commissioner Smith.
Voting Yea: President Stanley, Secretary Kooda, Commissioner Smith

VERIFIED CLAIMS:

2. Consider a motion to approve the verified claims for September 2021 in the amount \$1,893,594.04 (Computer Check Register \$1,458,874.63 and Manual Check Register \$434,719.41).

Motion made by Commissioner Smith, Seconded by Secretary Kooda.
Voting Yea: Secretary Kooda, Commissioner Smith
Voting Abstaining: President Stanley

COMMISSION REPORTS: No items.

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

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for September 2021. Approved by consent agenda vote.

4. Consider a motion to authorize the sale and/or disposal of surplus property. Approved by consent agenda vote.
5. Consider a motion to approve final payment for the Solar plus Storage Grading project in the amount of \$8,996.33. Approved by consent agenda vote.
6. Consider a motion to approve the Letter of Agreement with the AFSCME Local 3456 Bargaining Unit regarding Article 17 Section 4 of the Collective Bargaining Agreement retroactive to September 19, 2021. Approved by consent agenda vote.
7. Consider a motion to confirm filling the Customer Service Representative positions with the preferred candidates, Jodi Esler and Cindy Trbojevich. Approved by consent agenda vote.
8. Consider a motion to confirm filling the Lead Customer Service Representative position with the preferred candidate, Paula Hennemann. Approved by consent agenda vote.

Motion made by Secretary Kooda, Seconded by Commissioner Smith, to approve the the Consent Agenda as presented.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Smith

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

Motion made by Commissioner Smith, Seconded by Secretary Kooda, to approve the Regular Agenda, as presented.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Smith

ADMINISTRATION:

9. General Manager Kennedy reviewed the October Administration Department Report with the Commission.

BUSINESS SERVICES DEPARTMENT:

10. Business Services Manager Lane reviewed the October Business Services Department Report with the Commission.

ELECTRIC DEPARTMENT:

11. Electric Department Manager Goodell reviewed the October Electric Department Report with the Commission.

WATER AND WASTEWATER DEPARTMENT:

12. Water/Wastewater Department Manager Mattson reviewed the October Water and Wastewater Department Report with the Commission.
13. Consider a motion to adopt Resolution No. 10-12-21-10 Supporting And Authorizing Submission Of An Application To Minnesota Management And Budget Requesting Funds

From The 2022 State Appropriation Funded From State General Bonds For Design And Construction Of The Grand Rapids Public Utilities Water Treatment Plant Renovation Project In Grand Rapids, Minnesota.

Motion made by Commissioner Smith, Seconded by Secretary Kooda.
Voting Yea: President Stanley, Secretary Kooda, Commissioner Smith

SAFETY:

14. General Manager Kennedy reviewed the October Safety Report with the Commission.

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 4:35 PM.

Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION SPECIAL MEETING MINUTES

Tuesday, October 26, 2021

8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Special Meeting/Work Session of the Grand Rapids Public Utilities Commission was held on Tuesday, October 26, 2021 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

1. President Tom Stanley acknowledged the proper posting of the special meeting/work session date, time and purpose.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith.

Others Present: General Manager Julie Kennedy, Business Services Manager Jean Lane, Electric Department Manager Jeremy Goodell, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Chris Flannigan, Administrative/HR Assistant Carrie Kruger, Katherine Eddy, Deanna Eddy.

BUSINESS:

2. GRPU Summer Internship Program recap and presentation.

Summer Intern Katherine Eddy gave a presentation on her Summer Internship Program with the Grand Rapids Public Utilities.

3. Consider a motion to grant settlement authority to attorney Richard Leighton for a claim involving a sewer backup at 1421 NW 5th Street.

Motion made by Commissioner Francisco, Seconded by Secretary Kooda.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Blake, Commissioner Francisco, Commissioner Smith.

4. Consider a motion to approve the verified claims for September & October 2021 in the amount \$148,233.17 (Computer Check Register \$148,233.17 and Manual Check Register \$0.00).

Motion made by Commissioner Blake, Seconded by Commissioner Smith.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Blake, Commissioner Francisco, Commissioner Smith

ADJOURNMENT:

By call of the chair, the Special meeting/work session was declared adjourned at 8:40 AM.

Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: November 17, 2021

AGENDA ITEM: Consider a motion to approve the verified claims for October 2021 in the amount \$2,181,865.34 (Computer Check Register \$1,726,047.21 and Manual Check Register \$455,818.13).

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers:

Computer check register \$1,726,047.21
Manual check register \$455,818.13
Total \$2,181,865.34

RECOMMENDATION:

Consider a motion to approve the verified claims for October 2021 in the amount of \$2,181,865.34

Computer check register \$1,726,047.21
Manual check register \$455,818.13

Public Utilities Commission
Accounts Payable
October 2021
(Meeting Date: 11/17/2021)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
APPA	9,605.74	Macqueen Equipment	4,011.68
Aramark	353.64	McCoy Construction	1,058.46
Border State's	5,224.53	McGrann Shea Carnival Straughn & Lamb	2,497.50
Burgraff's Ace	253.99	Minnesota Power	1,084,534.16
The Busy Bees	1,991.64	Minuteman Press	45.00
Central McGowan	3,158.03	Nextera	628.13
City of Grand Rapids	1,236.81	Northern Drug Screening	25.00
Coles	93.32	NOS Automation	1,120.00
Compass Minerals	3,789.25	O'Toole, Dennis	450.00
Cooperative Response Center	1,819.87	Personnel Dynamics LLC	289.17
Core & Main	1,987.78	Public Utilities	2,517.07
CW Technology	4,446.00	Rapids Welding	14.00
Davis Oil	2,426.02	RMB Environmental Lab	563.00
Fastenal	2,099.35	Sandstrom's	51.86
Ferguson	5,585.31	St Louis MRO, Inc	50.00
Figgins Truck & Trailer	3,932.84	Stuart Irby	870.00
Gopher State One Call	380.70	Telecologix	72.50
Govoffice	960.00	TNT Construction	24,937.00
Grainger	595.36	Treasure Bay Printing	1,717.00
Graybar	2,427.02	Viking Electric	441.76
Green Again Lawn & Aeration Inc	2,670.00	Waste Management	706.98
Hach	176.19	Wells Fargo Corporate Trust	508,750.00
Hawkins	2,682.56	Wesco	11,598.95
HM Cragg Critical Power	650.00	Widseth Smith Nolting & Assoc	1,258.75
InLighten	28.00	WTBX-FM	340.00
Itasca County	2,646.78	WUSZ-FM	340.00
Itasca Utilities	6,370.00	Xerox	23.02
Joe's Garage	737.44	Ziegler	3,028.94
Johnson, Killen & Seiler P.A.	3,187.90		
KOZY	1,619.50	Appliance Rebate:	
L & M Supply	350.35	Brent Schotl	60.00
Latvala Lumber	561.36		
			<hr/>
			1,726,047.21

October 2021 Check Register

Document Date	Check #	Vendor Name	Document Amount	
10/1/2021	4470	Northeast Service Cooperative	3,720.00	10/31/2021
10/8/2021	4471	Further	1,309.59	10/31/2021
10/4/2021	4472	Invoice Cloud	2,400.95	10/31/2021
10/12/2021	4473	Public Employees Retirement Association	15,049.41	10/12/2021
10/12/2021	4474	Minnesota Dept. of Revenue	4,242.86	10/12/2021
10/12/2021	4475	Wells Fargo Bank	25,279.52	10/12/2021
10/12/2021	4476	Empower Retirement	8,673.31	10/12/2021
10/15/2021	4477	Further	532.78	10/31/2021
10/18/2021	4478	Minnesota Dept. of Revenue	268.82	10/18/2021
10/18/2021	4479	Wells Fargo Bank	1,604.34	10/18/2021
10/18/2021	4480	Empower Retirement	13,137.60	10/18/2021
10/19/2021	4481	Minnesota Department of Revenue	56,961.00	10/31/2021
10/19/2021	4482	Minnesota Department of Revenue	133.00	10/31/2021
10/22/2021	4483	Public Employees Retirement Association	15,316.13	10/22/2021
10/22/2021	4484	Minnesota Dept. of Revenue	4,336.58	10/22/2021
10/22/2021	4485	Wells Fargo Bank	26,016.91	10/22/2021
10/22/2021	4486	Empower Retirement	8,353.43	10/22/2021
10/20/2021	4487	Further	1,250.00	10/31/2021
10/22/2021	4488	Further	1,259.59	10/31/2021
10/27/2021	4489	Northeast Service Cooperative	50,665.50	11/5/2021
10/8/2021	78764	Further	85.25	10/8/2021
10/8/2021	78765	Hansen, Mark	179.99	10/8/2021
10/8/2021	78766	Mattson, Steve	223.04	10/8/2021
10/8/2021	78767	Minnesota Dept. of Health	8,039.00	10/8/2021
10/8/2021	78768	Minnesota Energy Resources Corp.	28.92	10/8/2021
10/8/2021	78769	Ruder, Rodney	204.99	10/8/2021
10/8/2021	78770	United States Treasury	7.72	10/8/2021
10/8/2021	78771	Verizon Wireless	1,158.74	10/8/2021
10/8/2021	78772	Wells Fargo Corporate Trust	525.00	10/8/2021
10/8/2021	78773	NCPERS Group Life Ins	112.00	10/8/2021
10/15/2021	78854	Minnesota Dept. of Health	23.00	10/15/2021
10/15/2021	78855	United Parcel Service	36.05	10/15/2021
10/15/2021	78856	Waste Management of WI-MN	693.02	10/15/2021
10/15/2021	78857	Wells Fargo Business Card - JK	461.15	10/15/2021
10/15/2021	78858	Wells Fargo Business Card -SM	196.68	10/15/2021
10/15/2021	78859	Wells Fargo Business Card- CF	1,772.37	10/15/2021
10/22/2021	78871	Hanna, Riley	190.40	10/22/2021
10/22/2021	78872	Lane, Jean	140.29	10/22/2021
10/22/2021	78873	Minnesota Energy Resources Corp.	45.00	10/22/2021
10/22/2021	78874	mPower Technologies Inc	58,750.00	10/22/2021
10/22/2021	78875	Schmitt, Jim	56.00	10/22/2021

10/22/2021	78876 U S Bank Equipment Finance	315.73	10/22/2021
10/22/2021	78877 United Parcel Service	7.43	10/22/2021
10/22/2021	78878 UNUM Life Insurance Co of America	2,683.14	10/22/2021
10/22/2021	78879 US Bank Corporate Trust	850.00	10/22/2021
10/22/2021	78880 Verizon Wireless	1,029.08	10/22/2021
10/23/2021	78881 Minnesota Council 65	1,500.20	10/23/2021
10/26/2021	78882 Minnesota Department of Commerce	272.61	10/31/2021
10/27/2021	78883 Customer Refunds- Jeffrey McGrath	106.58	10/31/2021
10/27/2021	78884 Customer Refunds- Kristy Snyder-Smith & Elizabet Smith	92.19	10/31/2021
10/27/2021	78885 Customer Refunds- Granville Evans & Cecil Gentry	31.29	10/31/2021
10/27/2021	78886 Customer Refunds- Amanda Lakeman	87.74	10/31/2021
10/27/2021	78887 Customer Refunds- Kelly Kraft	60.50	10/31/2021
10/27/2021	78888 Customer Refunds- Lori Skelly	74.01	10/31/2021
10/27/2021	78889 Customer Refunds- Cody Washburn	108.02	10/31/2021
10/27/2021	78890 Customer Refunds- Dale Mueller	103.33	10/31/2021
10/27/2021	78891 Customer Refunds- Rebecca Bruno	119.12	10/31/2021
10/27/2021	78892 Customer Refunds- Corby & Beate Pelto	102.96	10/31/2021
10/27/2021	78893 Customer Refunds- Staci Kates	116.01	10/31/2021
10/27/2021	78894 Customer Refunds- Logan Nichols	51.55	10/31/2021
10/27/2021	78895 Customer Refunds- Satu Valencia & Tyler Dostal	102.72	10/31/2021
10/27/2021	78896 Customer Refunds- Alyssa Clark	13.08	10/31/2021
10/27/2021	78897 Customer Refunds- William Alger	125.08	10/31/2021
10/27/2021	78898 Customer Refunds- Dacoda Thoennes	33.38	10/31/2021
10/27/2021	78899 Customer Refunds- Renee Castle	77.87	10/31/2021
10/27/2021	78900 Customer Refunds- Alan & Fleashe Stillwagon	113.89	10/31/2021
10/29/2021	78901 City of Grand Rapids	72,333.33	10/31/2021
10/30/2021	78957 City of Grand Rapids	156.00	10/31/2021
10/29/2021	78963 City of Grand Rapids	61,711.36	10/31/2021

455,818.13



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: November 17, 2021

AGENDA ITEM: Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for October 2021

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

Please see attached reports:

GRPUC Cash Receipts and Disbursements for the Month of October 2021 and Verification of City Treasurer’s Balance

GRPUC Investment Activity

Graphics –October Historical Investment Balances and Monthly Investment Balances 2000-2021

RECOMMENDATION:

Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for October 2021.

**CITY OF GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
CASH RECEIPTS AND DISBURSEMENTS FOR THE MONTH OF OCTOBER 2021**

TREASURER'S BALANCE SEPTEMBER 30, 2021		\$ 4,320,919.45
Deposits	2,122,677.56	
Redeposits-Checks	-	
Redeposits-ACH	-	
Bank Adjustments	-	
		2,122,677.56
Less Disbursements	(2,203,677.53)	
NSF Checks	(131.12)	
ACH Returns	(1,328.59)	
Bank Adjustments	-	
		(2,205,137.24)
TREASURER'S BALANCE OCTOBER 31, 2021		\$ 4,238,459.77

VERIFICATION OF TREASURER'S BALANCE

WELLS FARGO BANK BALANCE OCTOBER 31, 2021		\$ 4,499,529.51
Add: Deposits in Transit		36,005.75
Less: Outstanding Checks		(297,075.49)
TREASURER'S BALANCE OCTOBER 31, 2021		\$ 4,238,459.77

Electric Department		October 2021
City		1,025,178
Rural		121,113
Load Management		5,010
Subtotal Electric Retail Sales		1,151,301
Windsense		
Security Lighting		5,135
Total Sales		1,156,436
Purchased Power Pass-thru		256,221
Total Electric		1,412,657

Water Department		
City		145,942
Rural		0
Public Authorities		3,056
Total Water		148,998

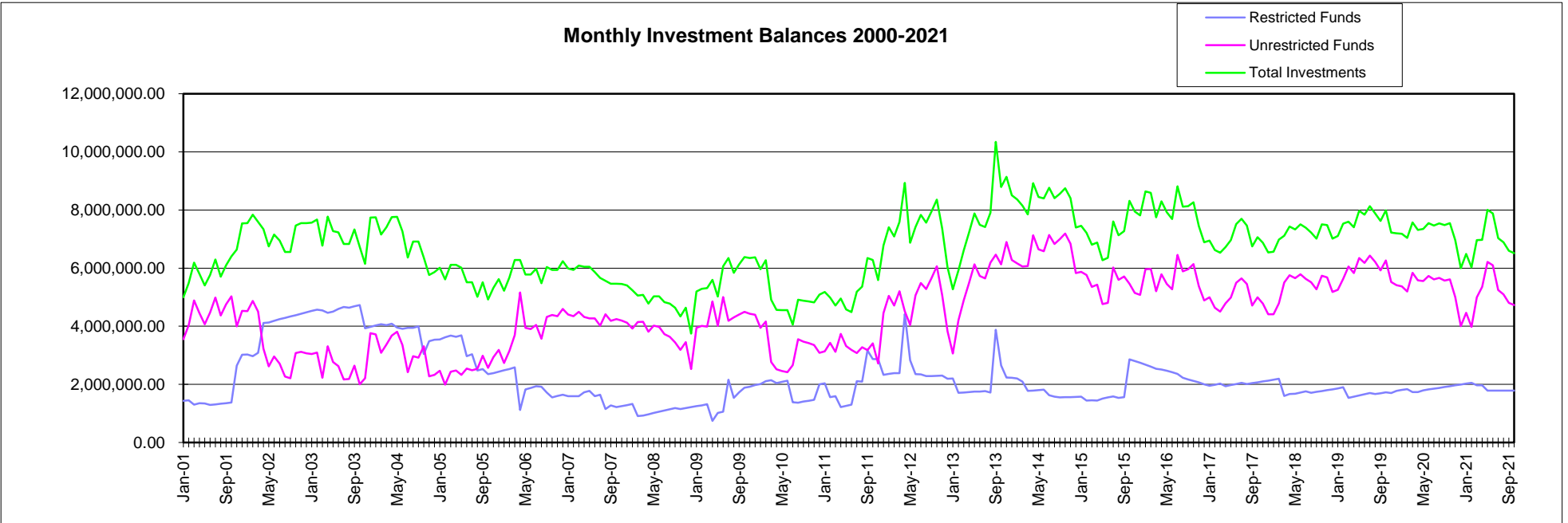
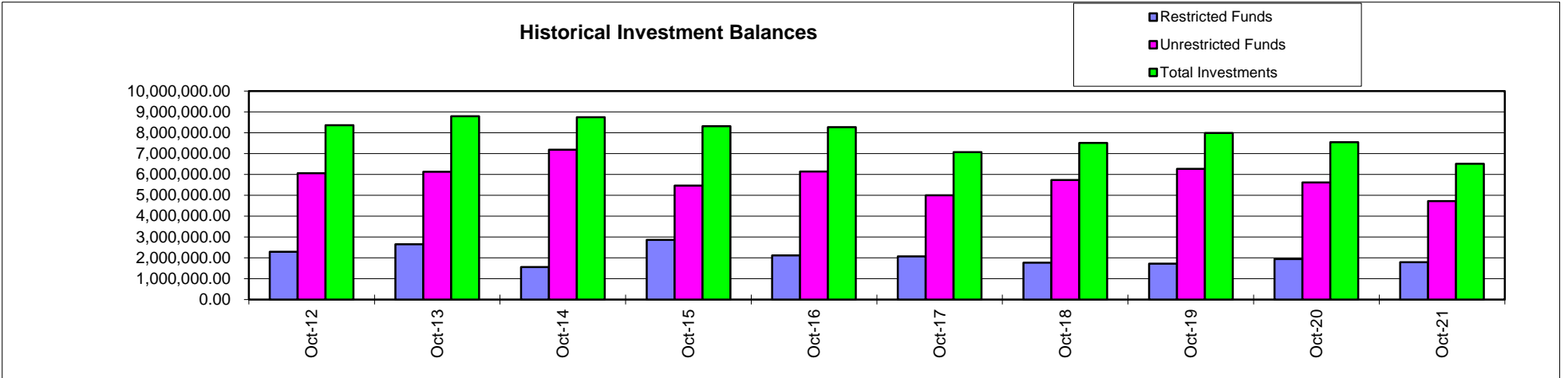
Wastewater Collection Dept		
City		126,841
Rural		331
Public Authorities		10,634
Total Wastewater Collection		137,806
City Storm Water		74,564
Sales Tax		74,015
Total Amount Billed		1,848,039

**Grand Rapids Public Utilities Commission
Investment Activity
October 2021**

Beginning Balance Cash and Investments	\$ 6,596,451.36
Redeemed:	
None	-
	-
Invested:	
None	-
 Change in checking account balance	 (82,459.68)
Total Cash and Investments	<u>\$ 6,513,991.68</u>
Less: Restricted and Designated Funds	
Restricted Funds:	
Sanitary Sewer Collection/Treatment Infrastructure Fund:	
Wastewater Treatment Plant	\$ 1,530.25
Trunk Main	69,572.84
Customer Deposits	390,467.26
Customer Deposits - Antenna Fees	41,593.10
Electric Capital Replacement Fund	561,878.01
Water Capital Replacement Fund	569,001.09
Sewer Capital Replacement Fund	154,444.56
 Designated Funds:	
Disaster Recovery Fund	<u>1,500,000.00</u>
Total Restricted and Designated Funds	<u>\$ 3,288,487.11</u>
Net Cash and Investments	<u><u>\$ 3,225,504.57</u></u>

Note:

	Oct-12	Oct-13	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18	Oct-19	Oct-20	Oct-21
Restricted Funds	2,294,450.14	2,656,374.79	1,559,023.07	2,857,606.65	2,122,106.32	2,069,729.98	1,771,757.26	1,724,529.88	1,937,505.92	1,788,487.11
Unrestricted Funds	6,064,370.83	6,134,080.49	7,190,319.12	5,461,911.74	6,142,596.64	4,996,629.15	5,735,427.33	6,263,073.65	5,613,004.08	4,725,504.57
Total Investments	8,358,820.97	8,790,455.28	8,749,342.19	8,319,518.39	8,264,702.96	7,066,359.13	7,507,184.59	7,987,603.53	7,550,510.00	6,513,991.68
Minimum cash reserve				4,542,427.00	4,828,355.00	4,707,627.00	4,719,921.00	4,887,919.00	4,901,155.00	4,610,534.00





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: November 17, 2021

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

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

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

Grand Rapids Public Utilities will sell used surplus equipment and material by sealed bid at the GRPU Service Center, 500 SE 4th Street, Grand Rapids, MN. Items will be available for inspection Thursday, November 18, 2021 – Wednesday, November 24, 2021 between the hours of 9:00 AM – 4:00 PM. Items are being sold as is. Some items will require minimum bids. Bid forms will be received until 9:00 AM on Wednesday, November 24, 2021 at which time they will be publicly opened and read aloud. Successful bidders will be notified by phone if not present. The expense to remove the bid item(s) and the liability in moving the same is the sole responsibility of the successful bidder. Unless special arrangements are made, all bid items must be removed between the hours of 9:00 AM to 4:30 PM on Friday, December 5, 2021. Grand Rapids Public Utilities reserves the right to reject any or all bids or award upon such basis as they may deem to be in Grand Rapids Public Utilities' best interest.

RECOMMENDATION:

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

GRAND RAPIDS PUBLIC UTILITIES SURPLUS EQUIPMENT SALE

Grand Rapids Public Utilities will sell used surplus equipment and material by sealed bid at the GRPU Service Center, 500 SE 4th Street, Grand Rapids, MN. Items will be available for inspection Thursday, November 18, 2021 – Wednesday, November 24, 2021 between the hours of 9:00 AM – 4:00 PM. Items are being sold as is. Some items will require minimum bids. Bid forms will be received until 9:00 AM on Wednesday, November 24, 2021 at which time they will be publicly opened and read aloud. Successful bidders will be notified by phone if not present. The expense to remove the bid item(s) and the liability in moving the same is the sole responsibility of the successful bidder. Unless special arrangements are made, all bid items must be removed between the hours of 9:00 AM to 4:30 PM on Friday, December 5, 2021. Grand Rapids Public Utilities reserves the right to reject any or all bids or award upon such basis as they may deem to be in Grand Rapids Public Utilities' best interest.

GRPU SURPLUS EQUIPMENT BID FORM

Item: Metal shelving – various sizes

Quantity: 8 (high bid gets choice of quantity then will go to next bidder)

Bidder Information

Name: _____

Phone Number: _____

Bid Amount: _____



GRPU SURPLUS EQUIPMENT BID FORM

Item: Green Office Chairs

Quantity: 12 (high bid gets choice of quantity then will go to next bidder)

Bidder Information

Name: _____

Phone Number: _____

Bid Amount: _____



GRPU SURPLUS EQUIPMENT BID FORM

Item: Scrap wood

Quantity: 40" x 40" x 40" crate (high bid gets choice of quantity then will go to next bidder)

Bidder Information

Name: _____

Phone Number: _____

Bid Amount: _____



GRPU SURPLUS EQUIPMENT BID FORM

Item: Wire Spools – various sizes

Quantity: 11 (high bid gets choice of quantity then will go to next bidder)

Bidder Information

Name: _____

Phone Number: _____

Bid Amount: _____



GRPU SURPLUS EQUIPMENT BID FORM

Item: Scrap wood

Quantity: 40" x 40" x 40" crate (high bid gets choice of quantity then will go to next bidder)

Bidder Information

Name: _____

Phone Number: _____

Bid Amount: _____



GRPU SURPLUS EQUIPMENT BID FORM

Item: Lumber – various sizes

Quantity: 4 pallets (high bid gets choice of quantity then will go to next bidder)

Bidder Information

Name: _____

Phone Number: _____

Bid Amount: _____





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: November 17, 2021

AGENDA ITEM: Consider a motion to ratify the procurement contract with Widseth for a Solar Plus Battery Storage study for \$5000.00

PREPARED BY: Jeremy Goodell, Electric Department Manager

BACKGROUND:

This purchase is part of the approved Electric Department Capital Budget with Procurement Policy G.030 being followed.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Widseth for a Solar Plus Battery Storage study for \$5000.00

**PROCUREMENT CONTRACT
(Short Form)**

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Wiseth Smith Nolting & Associates, Inc. an engineer, located at 216 Main Street, Crookston, MN, 56716 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors to conduct an independent study of the interconnection of the solar garden with the Grand Rapids Public Utilities System. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is September 14, 2021. 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 October 29, 2021.

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

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

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

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

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

2. Contractor's Duties

2.1 The Contractor shall:

Contractor will provide all supervision, qualified personnel, and data analysis to conduct an independent study of the interconnection of the solar garden with the Grand Rapids Public Utilities system. Widseth will utilize the Milsoft WindMil model previously developed for the GRPUC to analyze how the injection of this 3.1 MW source (solar power plus battery) will impact the existing electrical system. The report will include system analysis information, identification of any areas of concern, and recommendations on how to address those areas. This is an updated version of the project previously completed by the contractor in 2021 with an increase of the source from 2.0 MW to 3.1 MW.

(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 will perform services 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 in violation of legal requirements.

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

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

3. Consideration and Payment

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

3.1.1 Compensation. The Contractor will be paid Five Thousand Dollars (\$5,000) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Five Thousand Dollars (\$5,000.00).

3.2 Payment.

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

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

4. Authorized Representative

GRPUC's Authorized Representative is Jeremy Goodell, Electric Department Manager at the following business address: 50 SE 4th Street, Grand Rapids, MN 55744, and the following telephone number: 218.326.7182 or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Jason Zilka, Project Manager / Vice President at the following business address: 3535 S 31st Street, Suite 202, Grand Forks, ND 58201, and the following telephone number: 701.738.8475, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

Indemnification.

5. The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless GRPU, its officers, directors and employees (collectively, GRPU) against all damages or liabilities, to the extent caused by the Contractor's breach of this contract or negligent performance of the Services under this Contract and that of its subcontractors or anyone for whom the Contractor is legally liable.

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. GRPU acknowledges the Contractor's documents, including electronic files, as the work papers of the Contractor and the Contractor's instruments of professional service. Nevertheless, upon completion of the Services and payment in full of all monies due to the Contractor, GRPUC shall receive ownership of the final documents prepared under this Contract.

8. Miscellaneous.

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

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

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

Widseth Smith Nolting & Associates, Inc.
Address:
3535 S 31st Street, Suite 202
Grand Forks, ND 58201
Attn: Jason L. Zilka
Email: jason.zilka@widseth.com

9. Exhibits

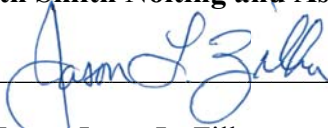
The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following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

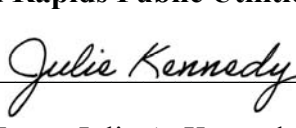
- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

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

Widseth Smith Nolting and Associates, Inc.

Grand Rapids Public Utilities Commission

By: 

By: 

Print Name: Jason L. Zilka

Print Name: Julie A. Kennedy

Title: Project Manager / Vice President

Title: General Manager

Exhibit A: Insurance Requirements

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

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

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

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

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

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

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.

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

Exhibit B: Specifications, Duties, and Scope of Work

Scope:

Contractor will provide all supervision, qualified personnel, and data analysis to conduct an independent study of the interconnection of the solar garden with the Grand Rapids Public Utilities system. Widseth will utilize the Milsoft WindMil model previously developed for the GRPUC to analyze how the injection of this 3.1 MW source (solar power plus battery) will impact the existing electrical system. The report will include system analysis information, identification of any areas of concern, and recommendations on how to address those areas. This is an updated version of the project previously completed by the contractor in 2021 with an increase of the source from 2.0 MW to 3.1 MW.

The deliverables for this study are:

- Report
- Map showing areas (if any) being impacted by the injection of the 3.1 MW source.

Exhibit C: Price and Payment Schedule

The total obligation and liability of GRPUC under this Contract will not exceed Five Thousand Dollars (\$5,000.00).

No additional expenses will be paid above the \$5,000.00 contract price.

Grand Rapids Public Utilities will pay non-contested invoices within 30 days of receipt of invoice.



CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Zimny Insurance Agency, Inc. 1103 Broadway Ste. 100 Alexandria, MN 56308	CONTACT NAME: Heather Carlson	
	PHONE (A/C, No, Ext): (320) 421-9113 FAX (A/C, No): (320) 762-5433 E-MAIL ADDRESS: heatherc@zimnyins.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : SECURA	22543
INSURED Widseth, Smith, Nolting & Associates, Inc. 216 S Main St Crookston, MN 56716	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP3299234	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3299235	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU3300002	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC3299236	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Grand Rapids Public Utilities
500 SE Fourth Street
Grand Rapids, MN 55744

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) 01/15 Item 5.

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

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

PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	CONTACT NAME: Jeanne Danmeier	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co.	NAIC # 37885
	PHONE (A/C, No, Ext): (952) 893-1933		FAX (A/C, No): (952) 893-1819
INSURED Widseth Smith Nolting & Associates Inc. 216 South Main Street P. O. Box 458 Crookston MN 56716	E-MAIL ADDRESS:		

COVERAGES CERTIFICATE NUMBER: 2021-2022 1 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9954689	01/22/2021	01/22/2022	Each Claim/ \$3,000,000 Each Policy Year \$3,000,000 Aggregate

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

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER Grand Rapids Public Utilities 500 SE Fourth Street Grand Rapids MN 55744	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jessie M. Anderson</i>



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: November 17, 2021

AGENDA ITEM: Consider a motion to ratify the procurement contract with Bell Lumber & Pole Company for eight 50 foot power poles for \$11,304.00

PREPARED BY: Jeremy Goodell, Electric Department Manager

BACKGROUND:

This purchase is part of the approved Electric Department Capital Budget. Procurement Policy G.030 was followed and four quotes are on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Bell Lumber & Pole Company for eight 50 foot power poles for \$11,304.00

**PROCUREMENT CONTRACT
(Short Form)**

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and BELL LUMBER & POLE COMPANY a Minnesota corporation, located at 778 – 1st Street NW, New Brighton, MN, 55112-0024 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for Eight (8) 50 foot power poles manufactured in accordance with GRPU Standard Plate No 2 and per GRPUC wood pole specifications. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is October 11, 2021. 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:

1.2 December 31, 2021.

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

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

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

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. GRPIC shall compensate Contractor for all Goods or Services that have been performed to the date of any notice of termination, including any manufacturing of Goods in progress. 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.

Contractor’s Duties

The Contractor shall deliver to GRPUC the following Goods and Services:

- 2.1 Eight (8) Douglas Fir Poles per RUS Bulletin 1728F-700, pressure treated with Pentachlorophenol and oil per RUS Bulletin 1728F-700, Use Category 2. Wood Quality Control (WQC) inspection charges are included. Fifty foot power poles.

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

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

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. 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.

Consideration and Payment

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

3.1 Compensation. The Contractor will be paid One thousand four hundred thirteen Dollars per pole (\$1,413.00/pole) in accordance with **Exhibit C**.

3.1.1 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed eleven thousand three hundred four Dollars (\$11,304.00) plus shipping
3.1.2 costs.

Payment.

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

4. **Authorized Representative**

GRPUC’s Authorized Representative is Jeremy Goodell, Electric Department Manager, at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744, and the following telephone number: 218.326.7182 or his/her successor or delegate, and has the responsibility to monitor the Contractor’s performance.

5. Contractor’s Authorized Representative is Dan Imholte, Sales Director at the following business address: 778 First Street, New Brighton MN 55112, and the following telephone number: (651) 633-4334, or his/her successor. If the Contractor’s Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

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 Contractor’s sole 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.

Subcontracting. Contractor may subcontract trucking services as part of the services under this contract to a reputable truck company and contractor is responsible for product to be delivered as agreed. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

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

GRPUC Audits. The Contractor’s books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination 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 an independent third party CPA audit firm, at GRPUC’s sole cost and expense for its examination and audit.

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 for a period of two (2) years. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

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

GRPUC
Address:
500 SE 4th Street,
Grand Rapids, MN 55744
Attn: Jeremy Goodell
Email: jjgoodel@grpuc.org
Fax: 218-326-7499

Contractor
Address:
778 First Street
New Brighton, MN 55112
Attn: Dan Imholte
Email: dan.imholte@blpole.com
Fax: (651) 633-8852

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.

Bell Lumber & Pole Company

By:  _____

Print Name: Patrick Tymkiw

Title: Vice President & CFO

Grand Rapids Public Utilities Commission

By:  _____ 11/10/2021

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. 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) 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

Douglas Fir Poles per RUS Bulletin 1728F-700, pressure treated with Pentachlorophenol and oil per RUS Bulletin 1728F-700, Use Category 2. Wood Quality Control (WQC) inspection charges are included.

Exhibit C: Price and Payment Schedule

Quantity	Species	Class/Length	Framing	Price Each	Extended
8	DF	2/50	GRPU_Standard Plate No 2	\$1,413.00	\$11,304.00

FOB: Self-Unloading Truck - Grand Rapids MN

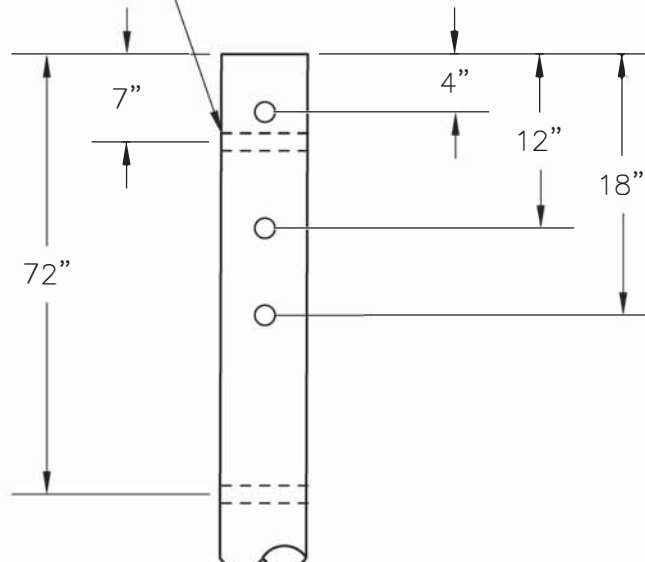
Shipment: Commencing 4-5 week(s) after receipt of order via self-unloading truck.

Freight is subject to fuel surcharges as they may occur.

Does not include any sales or use tax that may apply to the customer.

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

BOLT HOLE SHALL BE AT 90° ANGLE TO FACE

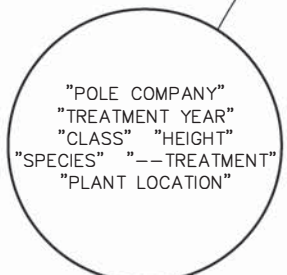


ALL HOLES SHALL BE 1/16" DIA EXCEPT AS INDICATED

FACE OF POLE

TAG NO. 1

ALUMINUM TAG



10'

TAG NO. 2
PLACE ON BUTT
END OF POLE

NOT TO SCALE

P:\J\G\GRPU\common\GRPU_Standard_Plates.dwg 4/21/2017 1:03 PM rmmoyr

APPROVED BY: *[Signature]*
GRPUC ELECTRIC DEPARTMENT MANAGER

DISTRIBUTION POLE FRAMING GUIDE
SIZE 35, 40, 45, 50 FT
GRAND RAPIDS PUBLIC UTILITIES
GRAND RAPIDS, MINNESOTA

STANDARD PLATE
NO. 2
REVISED: 04/2017 44



CERTIFICATE OF LIABILITY INSURANCE

DATE (M)	Item 6.
5/24	

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

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


PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: Tatevik Kohli	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: tatevik.kohli@marshmma.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: RSUI Indemnity		22314
INSURER C: Federal Insurance Company		20281
INSURER D: Landmark American Insurance Company		33138
INSURER E: Employers Insurance Company of Wausau		21458
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1402123162 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			LHA112874	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2Z91451694020	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded (ACV) \$ 1,000/1,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			NHA093459	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCCZ91451694011 WCCZ91451694031	4/1/2021 4/1/2021	4/1/2022 4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Scheduled Equipment Pole Inventory			06686685	4/1/2021	4/1/2022	Equipment Loss Limit 7,621,180 Pole Inven Loss Limit 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Company D is subject to statutes and regulations of surplus lines carriers.

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



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: November 17, 2021

AGENDA ITEM: Consider a motion to ratify the procurement contract with Ferguson Enterprises for one Water Specialties flow meter (SP-VF32D-08) for \$3,717.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This purchase is part of the approved Water Department O&M Budget. Procurement Policy G.030 was followed and two quotes are on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Ferguson Enterprises for one Water Specialties flow meter (SP-VF32D-08) for \$3,717.

PROCUREMENT CONTRACT
(Short Form)

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and FERGUSON ENTERPRISES, located at 26377 Industrial Blvd., Cohasset, MN, 55721 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for vertical down flow meter with digital indicator sp-vf32-d-08. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is September 1, 2021. 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, 2021.

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

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

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

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

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

2. Contractor's Duties

2.1 The Contractor shall:

Furnish Model sp-vf32-d-08 flowmeter assembly for \$3,717.00

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

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

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

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

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

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

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

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

3. Consideration and Payment

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

3.1.1 Compensation. The Contractor will be paid Three Thousand Seven Hundred and Seventeen Dollars (\$3,717.00) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Three Thousand Seven Hundred and Seventeen Dollars (\$3,717.00).

3.2 Payment.

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

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

4. Authorized Representative

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

Contractor's Authorized Representative is **Todd Davidson**] at the following business address: **[26377 Industrial BLVD, Cohasset, MN 55721]**, and the following telephone number: **[218-328-9900]**, 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.

[Complete with relevant contact information for Contractor and GRPUC]

GRPUC
Address:
500 se 4th st
Grand Rapids, MN 55744
Steve Mattson
srmattson@grpuc.org

Contractor
Address:
Todd Davidson
26377 Industrial Blvd
Cohasset, MN 55721
Todd.Davidson@Ferguson.com

10. Exhibits

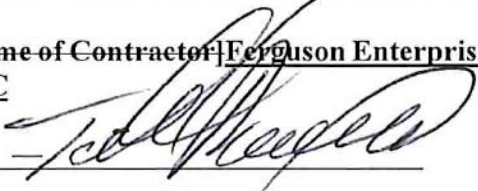
The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following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

~~[Name of Contractor]~~ Ferguson Enterprises, LLC

Grand Rapids Public Utilities Commission

By: 

By: Julie Kennedy 11/12/2021

Print Name: TODD DAVIDSON

Print Name: Julie Kennedy

Title: BRANCH MANAGER

Title: General Manager

Exhibit A: Insurance Requirements

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

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

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

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

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

Exhibit B: Specifications, Duties, and Scope of Work

SP-VF32D-08 New Replacement Digital Flowmeter Assembly

Exhibit C: Price and Payment Schedule

Price for one SP-VF32SD-08 Digital Flowmeter Assembly total price of \$3,717.00 with no taxes or shipping costs.

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

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

Total: \$3,717.00



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc. fka Willis of Pennsylvania, Inc.		NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule)	
POLICY NUMBER See Page 1		12500 Jefferson Avenue Newport News, VA 23602	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE American Insurance Company **NAIC#:** 22667
POLICY NUMBER: RWCC66921281 **EFF DATE:** 05/01/2020 **EXP DATE:** 05/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation & Employers Liability - WI	E.L. Each Accident	\$2,000,000
Per Statute	E.L. Disease -Pol Lmt	\$2,000,000
	E.L. Disease-Each Emp	\$2,000,000

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

<u>Entity Name</u>	<u>Entity Name</u>
AC Wholesalers	Ferguson Valve & Automation
Action Automation, a Wolseley Industrial Group company (eff 8/20/2018)	Ferguson Waterworks
Action Plumbing Supply (effective 7/15/2019)	Ferguson Waterworks - Municipal Pipe
ADL (effective 7/16/2018)	Ferguson Waterworks - Red Hed
Alaska Pipe & Supply	Ferguson Waterworks EPPCO
Andrews Lighting & Hardware Gallery	Ferguson Waterworks International
The Ar-Jay Center	Galleria Bath & Kitchen Showplace
Atlantic American Fire Equipment Company	Grand Junction Pipe (effective 9/24/2018)
Avallon Global	HM Wallace, Inc.
BAC Appliance Center	H. P. Products Corporation
Bath + Beyond	HP Logistic, Inc.
Bayport Partners, LLC	Improvement Brands Holdings, Inc.
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Industrial Hub of the Carolinas
Brock-McVey (effective 7/30/2018)	Innovative Soil Solutions LLC (effective 7/29/2019)
Bruce-Rogers Company	James Martin Signature Vanities, LLC (effective 1/28/2019)
Build.com, Inc. (fka Improvement Direct, Inc.)	J&G Products
Cal-Steam	Jones Stephens Corp. (effective 8/13/2018)
Capital Distributing (effective 10/29/2018)	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
City Lights Design Showroom	J.D. Daddario Company
CFP	Joseph G. Pollard Co.
Clawfoot Supply, LLC	JWIT Hydrotherapy Bath Solutions (effective 3/16/2020)
Cline Contract Sales	Karl's Appliances
Custom Lighting & Hardware	Kitchen Art (effective 2/4/2019)
Davies Water	Lakeland Plumbing Supply, LLC
DBS Holdings, Inc.	Lighting Design Center
Dealernet	Lighting Unlimited
Duhig Stainless (effective 3/12/2018)	Lincoln Products
Energy & Process Corporation	Linwood Pipe and Supply
Equarius Waterworks, Meter & Automation Group	Living Direct, Inc.
Factory Direct Appliance	Louisiana Utilities Supply Company
Ferguson Bath & Kitchen Gallery	LUSCO
Ferguson Bath, Kitchen & Lighting Gallery	Mahwah Realty, LLC
Ferguson.com	Maskir Properties Inc.
Ferguson CESCO, Inc.	Matera Paper Company, Inc.
Ferguson Direct	Max Industries, Ltd. (effective 1/28/2019)
Ferguson Enterprises, Inc.	McFarland Supply
Ferguson Facilities Supply (FEI)	Michigan Meter
Ferguson Facilities Supply (for Matera Paper -TX only)	Millennium Lighting, Inc. (effective 8/27/2018)
Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)	Mission Valley Pipe (effective 6/3/2019)
Ferguson Fire & Fabrication, Inc.	Mississippi Utility Supply Co. (MUSCO)
Ferguson Fire & Fabrication International	Myers HVAC Supply
Ferguson Heating & Cooling	National Fire Products
Ferguson Hospitality Sales	New Jersey Plumbing Group, LLC
Ferguson HVAC – Air Cold	New York Plumbing Designs, LLC
Ferguson HVAC – EastWest Air	North Point Plumbing Supply, LLC
Ferguson HVAC – Lyon Conklin	Orange County Plumbing Group, LLC
Ferguson Integrated Services	Palm Designs LLC
Ferguson International	PCS Industries
Ferguson Panama, S.A.	PL Sourcing
Ferguson Parts & Packaging	Plumb Source

**FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST**

PAGE 2 - DBA & SUBSIDIARY LIST	
<u>Entity Name</u>	<u>Entity Name</u>
Plumbing Décor	Wolseley NA Finance, Inc.
Plumbing Holdings Corp.	Wolseley Staffing de Mexico S.A. de C.V.
Pollardwater	WPCC Forwarding
Powell Pipe & Supply Co.	Wright Plumbing Supply
Power Equipment Direct Inc.	
Process Instruments & Controls, LLC (effective 9/9/2019)	
Professional's Bath Source	
PV Sullivan Supply	
Ramapo Wholesalers	
RB Huntington Realty, LLC	
Robertson Supply (effective 11/19/2018)	
Rocky Hollow Realty, LLC	
Renwes Sales	
Redlon & Johnson	
Reese Kitchen, Bath & Lighting Gallery	
S.W. Anderson Sales Corporation (effective 11/11/2019)	
Safe Step Walk in Tub, LLC (effective 7/31/2018)	
SG Supply Co.	
Ship-Pac	
Signature Hardware	
SimplyPlumbing, LLC	
SOS Sales	
Southampton Realty Corp.	
Stock Loan Services, LLC	
Supply.com	
Tarpon Wholesale Supplies	
The Davidson Group	
The Plumbing Source	
The Stock Market	
Tinkar Realty, LLC	
TotalFab, LLC	
TPW Kitchen & Bath	
Wallwork (effective 12/10/2018)	
Wanlyn Realty Corp.	
Waterworks Industries	
Webb Distributors	
Western Air Supply	
Westfield Lighting	
Wholesale Group	
Wholesale Group Operations, Inc.	
Wolseley (Barbados) Ltd	
Wolseley de Puerto Rico, Inc.	
Wolseley Financial Services	
Wolseley Industrial Group	
Wolseley Integrated de Mexico S.A. de C.V.	
Wolseley Investments North America, Inc.	
Wolseley Investments, Inc.	
Wolseley NA Construction Services, LLC	



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: November 17, 2021

AGENDA ITEM: Consider a motion to ratify the procurement contract with Mulcahy Enterprises for one Water Furnace heat pump (MG6639) for \$2,607

PREPARED BY: Steve Mattson

BACKGROUND:

This purchase is part of the approved CSC Capital Budget. Procurement Policy G.030 was followed and two quotes are on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Mulcahy Enterprises for one Water Furnace heat pump (MG6639) for \$2,607



2700 Blue Water Road, Suite #100 Eagan, Minnesota 55121
Phone (651)-686-8580 ▪ Fax (651)-686-8588
www.mulcahyco.com

Quote ID: QUO-47908-B6C0K2

Job Name: Grand Rapids Public Utilities Replacement HP SN: MG6639

Location: Grand Rapids, MN

Bid Date: 10/19/2021

Engineer:

Today's Date: 10/19/2021

The quantities and product stated below represent our best judgment as to requirements but no responsibility is assumed for errors. All subject to correction. Prices subject to change without notice. All agreements and sales subject to strikes, accidents or causes beyond our control. We are not liable for consequential damages. All sales or other taxes, if any, shall be paid by purchaser.

PRICING IS FOB Shipping Point, FREIGHT ALLOWED

Please reference Quote ID Number on all correspondence.

Qty	Description	Total Net Price
	HEAT PUMPS	
1	WATERFURNACE UBH UBH036EL400CANANOA30SSK VERSATEC COMPACT - CONFIGURED TO ORDER - NO HOSE KITS INCLUDED. Wt: 265 lbs ea. Tag: SN: MG6639	
	Total HEAT PUMPS	\$ 2,607.00

THIS UNIT WAS QUOTED BASED ON SN: MG6639. VERIFY WITH SUBMITTAL PRIOR TO PURCHASE.

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 Mulcahy, [Contractor Entity Type and Home Jurisdiction], located at 2700 Blue Water Road, Suite #100, Eagan, MN, 55121 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors one water furnace heating and cooling unit for the service center. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is October 27, 2021. 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, 2021.

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

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

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

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

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

2. Contractor's Duties

2.1 The Contractor shall:

Waterfurnace
 UBH UBH036EL400CANANOA30SSK
 VERSATEC COMPACT-CONFIGURED TO ORDER
 NO HOSE KITS INCLUDED
 WT: 265LBS EA
 TAG: SN: MG6639

(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 Two thousand six hundred and seven dollars (\$2,607.00) in accordance with **Exhibit C**.

3.1.2 **What about shipping costs?** Quoted full freight allowed

3.1.3 **Total obligation.** The total obligation and liability of GRPUC under this Contract will not exceed Two thousand six hundred and seven dollars (\$2,607.00).

3.2 Payment.

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

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

4. **Authorized Representative**

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

Contractor’s Authorized Representative is [Jake Thomes (Technical Sales)] at the following business address: [2700 Blue Water Road Suite #100, Eagan, MN 55121], and the following telephone number: [651-256-2543], 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.

[Complete with relevant contact information for Contractor and GRPUC]

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

Contractor
Address:
2700 Blue Water Road suite #100
Eagan, MN 55121
Attn: Jake Thomes
Email: jthomes@mulcahyco.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.

[Name of Contractor]

Grand Rapids Public Utilities Commission

By: *[Signature]*

By: *Julie Kennedy* 11/12/2021

Print Name: *Dwight J. Beneker*

Print Name: Julie A. Kennedy

Title: *VP of Finance*

Title: General Manager

Exhibit A: Insurance Requirements

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

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

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

Exhibit B: Specifications, Duties, and Scope of Work

WATERFURNACE UBH UBH036EL400CANAN0A30SSK VERSATEC COMPACT - CONFIGURED TO ORDER - NO HOSE KITS INCLUDED. Wt: 265 lbs ea. Tag: SN: MG6639

Exhibit C: Price and Payment Schedule

WATERFURNACE UBH UBH036EL400CANAN0A30SSK VERSATEC COMPACT - CONFIGURED TO ORDER - NO HOSE KITS INCLUDED. Wt: 265 lbs ea. Tag: SN: MG6639 Price: \$2,607.00

Total \$2,607.00

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

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

SHIPPING COSTS quoted full freight allowed



CERTIFICATE OF LIABILITY INSURANCE

DATE (M)	
11/1	Item 8.

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

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

PRODUCER Brown & Brown of Minnesota 530 W Pleasant St, Suite 100 Mankato MN 56001		CONTACT NAME: Bridget Whipps CISR PHONE (A/C, No, Ext): (507) 344-4501 FAX (A/C, No): (866) 800-6596 E-MAIL ADDRESS: bwhipps@bbmankato.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: EMCASCO Insurance Company	NAIC # 21407
		INSURER B: Employers Mutual Casualty Company	21415
		INSURER C: Union Insurance Company of Providence	21423
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Bernard J Mulcahy Co, Inc 2700 Blue Water Rd Ste 100 Eagan MN 55121			

COVERAGES **CERTIFICATE NUMBER:** 20/21 Term **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Auto AI Status GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4D84884-21	12/03/2020	12/03/2021	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			4E84884-21	12/03/2020	12/03/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			4J84884-21	12/03/2020	12/03/2021	EACH OCCURRENCE	\$ 8,000,000	
							AGGREGATE	\$ 8,000,000	
								\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	4H84884-21	12/03/2020	12/03/2021	<input checked="" type="checkbox"/> PER STATUTE		
								OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	

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

CERTIFICATE HOLDER

Grand Rapids Public Utilities Commission
 500 SE 4th St

 Grand Rapids MN 55744

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: November 17, 2021

AGENDA ITEM: Consider a motion to ratify the procurement contract with WDIO for video production and a commercial spot not to exceed \$4,240.00.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

This purchase is part of our general public utility external communications plan. Procurement Policy G.030 was followed and two quotes are on file. A 30-second video of the utility will be produced in order to be used online, at various external events, and on local broadcast stations.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with WDIO for video production and a commercial spot not to exceed \$4,240.00.

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and WDIO, a local broadcast television station serving Northern Minnesota, Northwest Wisconsin and the Upper Peninsula of Michigan, located at 10 Observation Road, Duluth, MN 55811 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party.**”

Recitals

A. GRPUC has solicited and received quotations from contractors for production of one new 30 second commercial spot and November and December 2021 air time. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is October 15, 2021. 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, 2021.

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

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

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

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

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

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

2. Contractor's Duties

2.1 The Contractor shall:

Produce one new 30-second TV commercial and program delivery of 96 spots on air during November and December 2021.

(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.

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 not to exceed Four Thousand Two Hundred Forty Dollars (\$4,240.00) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Four thousand two hundred forty Dollars (\$4,240.00).

3.2 Payment.

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

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

4. Authorized Representative

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

Contractor's Authorized Representative is Samuel G. LeMahieu, Account Executive, at the following business address: 10 Observation Rd., Duluth, MN 55811, and the following telephone number: 218-279-7770, 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.

[Complete with relevant contact information for Contractor and GRPUC]

GRPUC
Address:
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Julie A. Kennedy
Email: jakennedy@grpuc.org
Fax: 218.326.7698

WDIO-WIRT TV
Address:
10 Observation Road,
Duluth, MN 55811
Attn: Samuel G. LeMahieu
Email: slemahieu@wdio.com
Fax: 218.727.4415

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.



<p>WDIO-WIRT TV</p> <p>By: </p> <p>Print Name: Samuel G. LeMahieu</p> <p>Title: Account Executive</p>	<p>Grand Rapids Public Utilities Commission</p> <p>By: </p> <p>Print Name: Julie A. Kennedy</p> <p>Title: General Manager</p>
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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

See attached. Commercial is approved by Julie A. Kennedy, Grand Rapids Public Utilities General Manager before delivery of commercial on air.

Exhibit C: Price and Payment Schedule

See attached. Total obligation and liability of GRPUC under this Contract will not exceed Four thousand two hundred forty Dollars (\$4,240.00). WDIO television schedule in November and December of \$3,240.00 plus cost of production not to exceed \$1,000 for one new 30-second commercial spot for GRPU.

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

MEETING DATE:	November 17, 2021
AGENDA ITEM:	Consider a motion to approve the new Wastewater Operations Director position description, declare a vacancy exists, and authorize the internal posting for the position.
PREPARED BY:	Julie Kennedy, General Manager

BACKGROUND:

The requested action is nearly the final part of the overall organizational restructuring plan which began in 2018 and included organization chart modifications and position description updates. The restructuring plan increases our flexibility across departments, allows for cross training and development of staff, and updates our position descriptions in preparation for the upcoming classification and compensation study. This position description is an update to the existing Laboratory Operations Director position description from 2015. This vacancy is only being posted internally as we are not looking to hire externally, but rather fill a vacancy created as part of our organizational restructuring.

ATTACHMENTS:

- 2021-11 W-WW Wastewater Operations Director position description
- 2021-1118 Notice of Vacancy Wastewater Operations Director

RECOMMENDATION:

Consider a motion to approve the new Wastewater Operations Director position description, declare a vacancy exists, and authorize the internal posting for the position.

NOTICE TO EMPLOYEES
OF THE PUBLIC UTILITIES COMMISSION
CITY OF GRAND RAPIDS, MINNESOTA

NOTICE OF VACANCY

DATE POSTED: November 18, 2021

POSITION: **Wastewater Operations Director**

DEPARTMENT: Water/Wastewater

ACCOUNTABLE TO: Water/Wastewater Department Manager

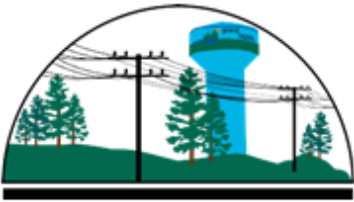
RATE: \$35.42 (2021 rate per Article 17, Section 5, of the Collective Bargaining Agreement and June 1, 2016 MOU.)

QUALIFICATIONS: See attached position description.
Applicant's qualifications may be subject to verification and testing.

If you are interested in posting for this position, please submit a brief letter of application and a statement of your qualifications to Julie Kennedy, General Manager, no later than the date posting closes.

DATE POSTING CLOSES: November 25, 2021 at 4:30 PM

Posted in accordance with Local 3456, AFSCME, and the Public Utilities Commission Collective Bargaining Agreement dated January 1, 2021 to December 31, 2023, Article 8, Section 1, Vacancies and Promotions.



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POSITION TITLE: Wastewater Operations Director
DEPARTMENT: Water/Wastewater
FLSA STATUS: Non-Exempt
DATE: November 2021
ACCOUNTABLE TO: Water/Wastewater Department Manager

Primary Objective of Position

This position is responsible for utilizing technical, administrative, and communication skills under limited supervision to direct the timely and safe operations required in order to provide reliable and compliant wastewater collection and treatment service to the Utility's customers.

Major Areas of Accountability and Job Duties:

Monitor the wastewater system operations, including reviewing historical records, collecting samples, identifying trends, and preparing reports in order to coordinate the operational changes necessary to meet federal, state, and local regulatory requirements.

Maintain up-to-date records, prepare routine and annual reports, and coordinate with consultants and public agencies to remain compliant with the long term planning requirements of the various MPCA, EPA, MDH, and DNR licenses and programs.

Assist in monitoring and overseeing the operation of the SCADA system, computer operating applications, and security systems related to the wastewater collection and treatment operations.

Perform the general laboratory analysis of wastewater in accordance with standard methodologies, interpret data, and provide daily wastewater processing requirements to operations personnel.

Coordinate the laboratory functions necessary for a state certified laboratory, including the development and maintenance of all laboratory procedures.

Communicate with vendors and contractors for suggestions and assist in the selection and purchases to optimize the products/equipment used in the wastewater collection and treatment operations.

Plan, schedule, and direct the work for treatment plant operators in coordination with the Water/Wastewater Department Manager.

Conduct research and confer with supervisors and peers to discuss activities, review progress, and resolve issues on topics such as operations schedules, capital improvements, maintenance requests, and septage hauler billing.

Assist in the preparation of operations budgets, including capital improvement plans, and monitor expenditures for adherence to such budgets.

Observe equipment and facilities to detect existing or potential hazards and broken or damaged equipment.

Respond to complaints of unsafe conditions, evaluate, research, and recommend changes to procedures to increase safety while operating the wastewater collection and treatment equipment.

Develop and maintain a working climate in which operations personnel are motivated to perform to the best of their abilities, including providing regular feedback to employees

Assist in performing the safe operation, maintenance and repair of the municipal wastewater collection and treatment system, as required.

Document procedures used to complete wastewater operations work and train employees, as required.

Lead by example and comply with all workplace safety practices. Evaluate, recognize, and report unsafe conditions and recommend changes to procedures to increase safety.

Follow the applicable federal, state, and local regulatory requirements, including but not limited to those of OSHA, MN OSHA, NESC, EPA, MPCA, MDH and GRPUC as they relate to municipal wastewater collection and treatment system operations.

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

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

Minimum Qualifications:

AAS Degree in Water Resources or Water Environment Technologies, or a BS Degree in Biology, Environmental Science, or a closely related field; or an equivalent combination of education and experience to successfully perform the essential duties of the job.

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

Minnesota Pollution Control Agency Class "A" Wastewater Treatment Facility Operator's Certificate and five (5) years of experience working in the operation and/or maintenance a wastewater utility system.

Ability to work toward and obtain a MN Type III Solid Waste Facility Operator Certification within one (1) year of the date of employment.

One (1) year of experience working in a certified environmental testing laboratory and a clear understanding of standard laboratory methodologies and their relationship to wastewater treatment operations.

Complete understanding of the methods, materials, techniques and equipment used in the operation of a wastewater utility, including the understanding of the various regulatory programs required for public

wastewater facilities, the ability to read and interpret operating records, and to troubleshoot and assist in correcting mechanical malfunctions. Applicant will be required to complete a skills assessment.

Ability to demonstrate proficiency in computer software applications, specifically Microsoft Office, GIS, SCADA, and internet applications. Applicant will be required to complete a computer/mobile device skills assessment.

Ability to display careful attention to detail in order to maintain accurate records of information. Ability to correctly add, subtract, multiply, and divide all units of measure, as well as estimate quantities. Applicant will be required to complete a skills assessment.

Exhibit excellent organizational skills and discipline in order to work individually, specifically the ability to independently prioritize and complete assigned work in accordance with the Utility's procedures.

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

Critical thinking skills and capability of identifying all aspects of a problem to be able to make timely, informed decisions that take into account the facts, goals, constraints, and risks of the situation.

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

Ability to resolve and diffuse conflicts.

Strong sense of honesty, integrity, and credibility.

Availability to work the Utility's normal office hours throughout the regular workweek, as well as possible evenings, weekends, and holidays, if required. Weekday and/or weekend standby and call rotation may be required. Employee is expected to respond promptly if called when emergency work is required.

Preferred Qualifications:

Understanding of the interrelated duties of other departments within the Utility such as customer billing for cooperation and efficient resolution of problems.

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

Experience with the operation of industrial (pulp and paper) wastewater activated sludge plant operations.

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

Experience with heavy equipment, generators, and industrial vehicles.

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

Tools and Equipment Used:

Industrial vehicles, hoists, pumps, generators, power, hand and pneumatic tools, presses, gas and arc welders, cutting torches, pumps, gauges, mops, shovels, laboratory equipment, computers and related software, two-way radios, phones, calculators, and copy machines.

Physical Demands / Work Environment:

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

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

The employee must frequently move up to 10 pounds and occasionally move up to 110 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

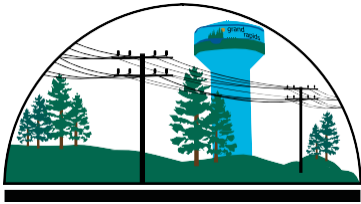
While performing the duties of this job, the employee regularly works in an office setting, in a plant setting, and in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, traffic, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment may be moderately loud in field or plant settings and fairly quiet in office settings.

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

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

Commission Approved Date: _____



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Item 11.

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ADMINISTRATION DEPARTMENT MONTHLY REPORT November 2021 Commission Meeting

Safety

There were no OSHA recordable accidents in the Administration Department last month.

Staffing

- Initial Labor-Management Committee training facilitated by BMS staff
- Maintenance III position description update and vacancy (see consent agenda)
- Wastewater Operations Director position update and vacancy (see consent agenda)

Community Involvement

- Employee leadership volunteering efforts at Second Harvest

Projects Performed Last Month

- CSR & Lead CSR onboarding
- Attended annual MP customer meeting and NEMMPA annual member meeting (see attached minutes)
- MP wholesale power negotiations and contracts

Projects Scheduled for This Month

- HR/Admin Assistant succession transition
- GRPU website upgrade in collaboration with City of Grand Rapids
- GRPU intranet development
- Budget discussions and review
- Leadership Training for managers

NEMMPA

Northeastern Minnesota Municipal Power Agency Annual Member Meeting

Minutes of the Northeastern Minnesota Municipal Power Agency (NEMMPA) Annual Member Meeting held on October 20, 2021 at 1:00 p.m. at the DECC in Duluth.

NEMMPA Board Officer Reorganization

Motion by C. Wainio, supported by D. Cluff, to retain the existing slate of officers made up of Greg French, VPU, as Board President and Treasurer, Scott Magnuson, BPU, as Board Vice-President, Julie Kennedy, GRPU, as Board Secretary. MCU

1. Call Meeting to Order

The meeting was called to order earlier than scheduled by President French at 12:15 p.m. since the MP municipal meeting was done and all of the anticipated attending NEMMPA members were present.

Attendees:

President Greg French and Bill Hafdahl, Virginia
Secretary Julie Kennedy, Grand Rapids
Board Member Dave Cluff and Alternate Representative Jay Dox, Aitkin
Board Member Harold Langowski, Ely
Alternate Board Representative Blake Prince and Miranda Pietila, Two Harbors
Alternate Member Representative Susan Thronson, Keewatin
Member Representative Carol Lind, Alternate Representative Charliene Jones, and Tami Arnold, Proctor
Member Representative Craig Wainio, Mountain Iron
Member Representative Matt Pantzke, Randall
Member Representative Ryan Pervenanze, Buhl
Member Representative Bob Otremba, Pierz
Member Representative Jeff Jacobson, Biwabik
Consultant Dave Berg, DBE Consulting

Members Absent:

Member Representative Sam Lautiger, Gilbert

2. Approve Agenda

Motion by H. Langowski, supported by D. Cluff, to approve the agenda with the addition of an item for Dave Berg Consulting update (added as item #5 below). MCU

3. Approve the Minutes from the September 15 Regular Board Meeting

Motion by H. Langowski, supported by C. Wainio, to approve the minutes from the September 15, 2021 Regular Board Meeting. MCU

4. Treasurer’s Report

President French reported 2022 dues invoices will be sent to members in the next month for January payment.

5. MP Wholesale Power Supply Negotiations Update – Dave Berg

D. Berg reported that the negotiations progress had hindered slightly with several back and forth discussions regarding the first right of refusal language and Attachment D that pertains specifically to GRPU. He was hopeful that there would be a deal reached by early November giving time for the Allele Board and the individual members to get a contract approved before the end of the year.

6. Open Discussion

No additional discussion.

7. Adjourn

Motion by C. Wainio, supported by H. Langowski, to adjourn the meeting at 12:28 p.m. MCU

The November NEMMPA Board member meeting is scheduled for 1 pm on Wednesday, November 17, 2021 via MS Teams.

Date Approved: _____

Greg French, President

Julie Kennedy, Secretary



Grand Rapids Public Utilities Commission Agenda Item

MEETING DATE:	November 17, 2021
AGENDA ITEM:	Consider a motion to approve the updated Maintenance III position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.
PREPARED BY:	Julie Kennedy, General Manager

BACKGROUND:

The requested action is nearly the final part of the overall organizational restructuring plan which began in 2018 and included organization chart modifications and position description updates. The restructuring plan increases our flexibility across departments, allows for cross training and development of staff, and updates our position descriptions in preparation for the upcoming classification and compensation study.

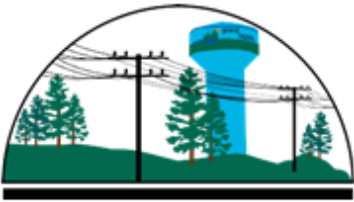
This position is currently not filled with an employee. The existing 1998 position description has been updated to satisfy the Utility’s need to have an employee semi-skilled in maintenance that is able to serve as a floater on crews both in the electric and water/wastewater departments. The versatility will allow for our crews to have better efficiency and productivity in completing projects around other functions and vacations. Additional duties of this position include custodial work that is currently being contracted.

ATTACHMENTS:

- 2021-11 W-WW Maintenance III position description
- 2021-1118 Notice of Vacancy Maintenance III
- 2021-11 W-WW Maintenance III Advertisement

RECOMMENDATION:

Consider a motion to approve the updated Maintenance III position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.



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POSITION TITLE: Maintenance III
DEPARTMENT: Water/Wastewater
FLSA STATUS: Non-Exempt
DATE: November 2021
ACCOUNTABLE TO: Water/Wastewater Department Manager

Primary Objective of Position

This position is responsible for utilizing janitorial and maintenance skills under general supervision in order to maintain clean and safe Utility facilities and to serve as a floater throughout the Utility by assisting in performing semi-skilled work supporting the Utility's operations and maintenance.

Major Areas of Accountability and Job Duties:

Clean the interior of the Utility's facilities according to established procedures and schedules, including floors and carpets, windows, bathrooms, lunchrooms, meeting rooms, offices, and common areas.

Empty wastebaskets, garbage containers, and recycling bins according to established procedures and schedules.

Maintain cleaning supplies and equipment in a neat and organized manner. Inspect and observe equipment, tools, and facilities to detect and report existing or potential hazards and broken or damaged equipment.

Remove debris and snow from sidewalks prior to, and during, the Utility's normal business hours.

Assist in maintaining the Utility's mechanical systems by replacing equipment such as air filters and light bulbs under the direction of the Maintenance Foreman.

Serve as a floater throughout the Utility by performing general labor and semi-skilled work to support operations and maintenance for specific projects and coverage for employee vacations.

Understand and comply with all workplace safety practices. Report complaints of unsafe conditions and recommend changes to procedures to increase safety while operating and maintaining the Utility's facilities and systems.

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

Assist in ensuring required documentation is entered/completed properly including work orders, payroll timesheets, material usage, and equipment usage reports.

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

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

Minimum Qualifications:

High school diploma or equivalent and successful completion of vocational training in an industrial mechanics and maintenance field. Applicants may also provide documentation of an equivalent combination of education and experience to successfully perform the essential duties of the job.

Understanding of the methods, materials, techniques and equipment used in the safe operation and maintenance of cleaning and performing work in an industrial or utility setting. Applicant will be required to complete a skills assessment.

Valid Minnesota Commercial Class B driver's license, with air brake and tanker endorsements, or have the ability to obtain one within six months of start of employment, and a satisfactory driving record.

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

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

Strong sense of honesty, integrity, and credibility.

Availability to work weekdays, consisting of the possibility of an irregular shift including early mornings, later evenings, weekends, or holidays when required.

Preferred Qualifications:

Experience in construction, maintenance and repair in an industrial or utility setting.

Knowledge and understanding of municipal electric, water, and wastewater utility systems.

Knowledge and understanding of computerized maintenance management systems.

Experience with heavy equipment, generators, slings, hoists, jacks, and various types of rigging.

MN Type III Solid Waste Facility Operator Certification, MN Class C Water Supply System Operator Certificate, and/or MN Class S-C Wastewater Collection or Class C Wastewater Operator Certificate.

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

Tools and Equipment Used:

Cleaning supplies and equipment, industrial vehicles, hoists, pumps, generators, power, hand and pneumatic tools, presses, gas and arc welders, cutting torches, computers and related software, two-way radios, phones, printers and copy machines.

Physical Demands / Work Environment:

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

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

The employee must frequently move up to 10 pounds and occasionally move up to 110 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee occasionally works in industrial plant and outside weather conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment may be loud in plant settings and fairly quiet in office settings.

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

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

Commission Approved Date: _____

NOTICE TO EMPLOYEES
OF THE PUBLIC UTILITIES COMMISSION
CITY OF GRAND RAPIDS, MINNESOTA

NOTICE OF VACANCY

DATE POSTED: November 18, 2021

POSITION: **Maintenance III**

DEPARTMENT: Water/Wastewater

ACCOUNTABLE TO: Water/Wastewater Department Manager

RATE: \$26.79 (2021 rate per Article 17, Section 5, of the Collective Bargaining Agreement.)

QUALIFICATIONS: See attached position description. Applicant's qualifications may be subject to verification and testing.

If you are interested in posting for this position, please submit a brief letter of application and a statement of your qualifications to Julie Kennedy, General Manager, no later than the date posting closes.

DATE POSTING CLOSES: November 25, 2021 at 4:30 PM

Posted in accordance with Local 3456, AFSCME, and the Public Utilities Commission Collective Bargaining Agreement dated January 1, 2021 to December 31, 2023, Article 8, Section 1, Vacancies and Promotions.

**MAINTENANCE III
PUBLIC UTILITIES COMMISSION
GRAND RAPIDS, MINNESOTA**

The Grand Rapids Public Utilities Commission (GRPUC) is seeking qualified candidates for the position of Maintenance III which is responsible for utilizing janitorial and maintenance skills under general supervision in order to maintain clean and safe Utility facilities and to serve as a floater throughout the Utility by assisting in performing semi-skilled work supporting the Utility's operations and maintenance.

Qualified applicants must have:

- High school diploma or equivalent and successful completion of vocational training in an industrial mechanics and maintenance field. Applicants may also provide documentation of an equivalent combination of education and experience to successfully perform the essential duties of the job.
- Understanding of the methods, materials, techniques and equipment used in the safe operation and maintenance of cleaning and performing work in an industrial or utility setting. Applicant will be required to complete a skills assessment
- A valid Minnesota Commercial Class B driver's license, with air brake and tanker endorsements, or have the ability to obtain one within one month of start of employment, and a satisfactory driving record.
- Critical thinking skills, interpersonal skills, solid verbal and written communication skills, a strong sense of honesty, integrity, and credibility.

The starting wage is \$26.79 per hour and GRPUC provides an excellent health insurance and benefit package.

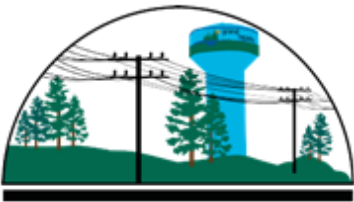
The applicant must be able to work weekdays, consisting of the possibility of an irregular shift including early mornings, later evenings, weekends, or holidays when required.

The full position description and application are available at www.grpuc.org or by contacting Grand Rapids Public Utilities at 218-326-7189.

Please email completed applications along with required documentation to Carrie Jo Kruger at cjkruger@grpuc.org or mail to Grand Rapids Public Utilities, 500 SE 4th Street, Grand Rapids, MN 55744.

Applications will be accepted through 4 p.m. on Monday, December 6, 2021.

GRPUC is an equal employment opportunity employer.



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BUSINESS SERVICES DEPARTMENT MONTHLY REPORT November 2021 Commission Meeting

Safety

There were no OSHA recordable accidents in October

Revenue Report Last Month

The attached table shows the monthly revenue report for last month.

Effective Wholesale Electric Rate Last Month

The attached graph shows the effective wholesale electric rate for last month.

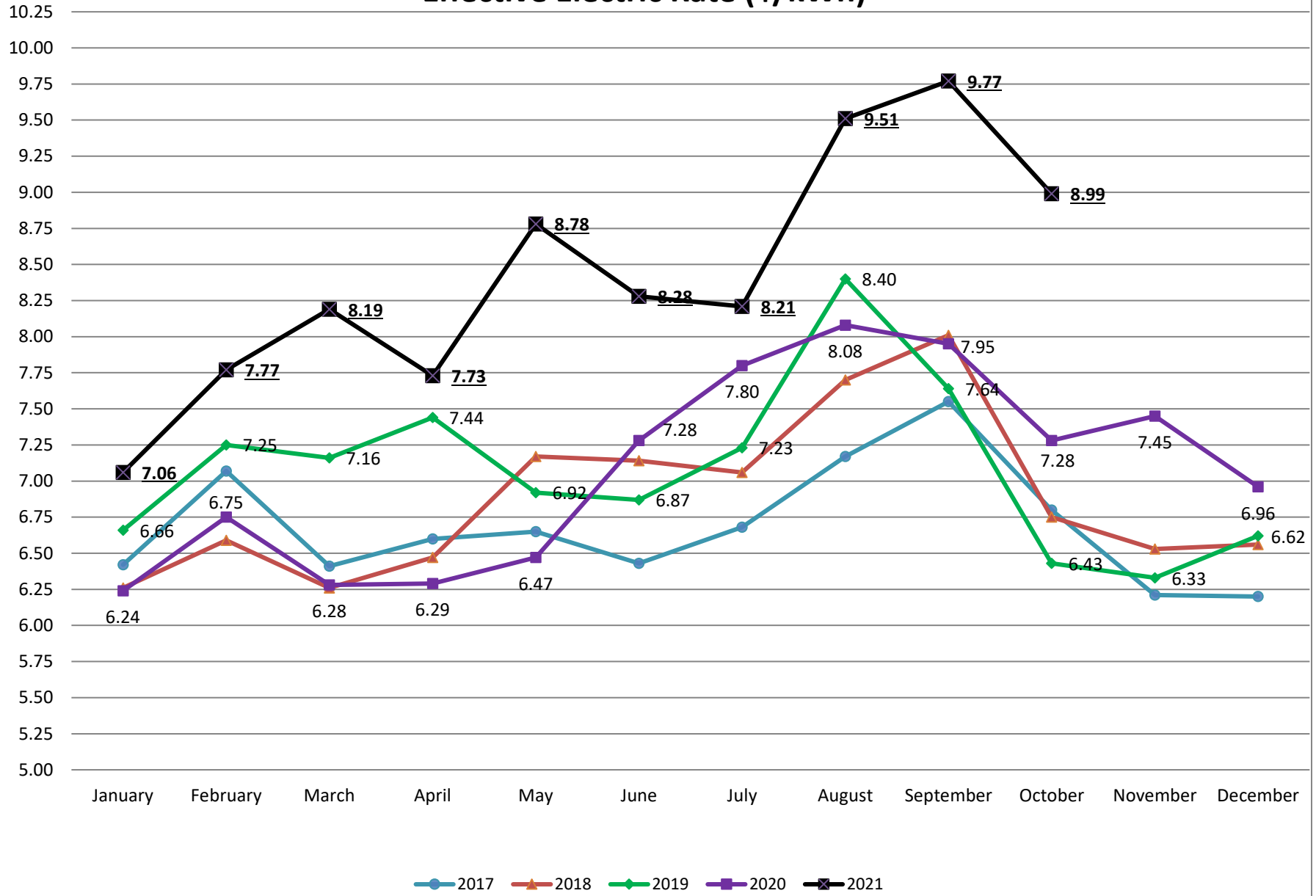
Projects Performed Last Month

- Continue training new customer service and accounting personnel.
- Cybersecurity awareness training (Knowbe4).
- Documentation of Cogsdale and GP Dynamics software application processes.
- Continued to review and improve instructions for customer service tasks.
- Began 2022 operations and capital budgeting process.
- Met with outsourced IT support and discussed and clarified roles and responsibilities.
- CSR team members met with City of Grand Rapids Public Works point person on storm water background.

Projects Scheduled for This Month

- Continue training new customer service team members.
- Finalize outstanding cases (upgrade software issues) for 2018 GP Dynamics/Cogsdale.
- Finalize implementation of Commercial Purchasing Card process.
- Support electric department in implementation of outage management system.
- 2022 operations and capital budget development.
- Start phased implementation of JourneyX software for time keeping.

Effective Electric Rate (¢/kWh)



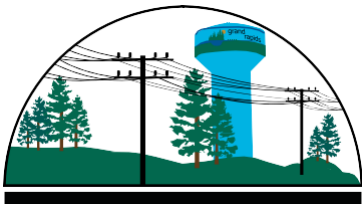
Grand Rapids Public Utilities
Electric Service Billing Summary 2021 -Municipal rate

Unofficial billings

Item 13.

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	
Billing Units													
Demand (kW) (15 minute)	25,636	26,356	23,096	20,772	23,324	31,612	30,680	31,868	23,328	20,976			257,648
Coincident Peak (60 Minute) prior month	24,253	23,581	23,739	22,516	19,668	22,060	27,914	30,278	29,493	21,511			245,013
Energy (kWh)	14,643,440	14,049,560	12,777,080	11,519,360	11,660,800	13,964,280	14,577,280	14,363,280	11,954,200	12,060,640			131,569,920
Excess Reactive Kvar													
Billing month (days)	31	28	31	30	31	30	31	31	30	31			304
Load Factor (%)	76.8%	79.3%	74.4%	77.0%	67.2%	61.4%	63.9%	60.6%	71.2%	77.3%	4.2%	4.2%	
Demand Charge													
Service Charge	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00
Generation Capacity Charge	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10
Excess Reactive Demand chg	0.155	0.155	0.155	0.155	0.155	0.155	0.155	0.155	0.155	0.155	0.155	0.155	0.155
Generation Cap Charge less than 115 kV	0	0	0	0	0	0	0	0	0	0	0	0	0
Energy Charge													
All kWh (\$/kWh)	\$0.02075	\$0.02075	\$0.02075	\$0.02075	\$0.02075	\$0.02075	\$0.02075	\$0.02075	\$0.02075	\$0.02075	\$0.02075	\$0.02075	\$0.02075
Adjustment Charges													
Monthly Energy Adj (\$/kWh)													
Monthly Energy Tru Up (Prior Month)													
Resale Energy Adjustment	\$0.004072	\$0.006561	\$0.010299	\$0.004846	\$0.014646	\$0.006079	\$0.021098	\$0.013569	\$0.015724	\$0.020917	\$0.000000	\$0.000000	
MISO Charges (\$/kW)													
Sch 1 - Sched system control & dispatch	\$0.029	\$0.231	\$ 0.231	\$0.231	\$0.231	\$0.231	\$0.231	\$0.231	\$0.231	\$0.231	\$0.000	\$0.000	
Sch 7 - HVDC firm transmission charge	\$0.655	\$0.642	\$ 0.554	\$0.654	\$0.689	\$0.706	\$0.626	\$0.621	\$0.636	\$0.686	\$0.000	\$0.000	
Sch 8 - HVDC non-firm transm charge	\$0.000	\$0.000	\$ 0.031	\$0.000	\$0.000	\$0.068	\$0.000	\$0.051	\$0.004	\$0.000	\$0.000	\$0.000	
Sch 9 - AC zonal transmission charge	\$3.905	\$4.555	\$ 4.555	\$4.555	\$4.555	\$4.555	\$4.555	\$4.555	\$4.555	\$4.555	\$0.000	\$0.000	
Sch 10 - AC administrative charge	\$0.172	\$0.153	\$ 0.124	\$0.174	\$0.164	\$0.163	\$0.138	\$0.111	\$0.136	\$0.146	\$0.000	\$0.000	
Sch 35 - HVDC administrative charge	\$0.021	\$0.018	\$ 0.014	\$0.021	\$0.023	\$0.019	\$0.016	\$0.011	\$0.014	\$0.018	\$0.000	\$0.000	
Sch 26 - Network upgrade / transm planning	\$0.807	\$0.980	\$ 0.980	\$0.980	\$0.980	\$0.980	\$0.980	\$0.980	\$0.980	\$0.980	\$0.000	\$0.000	
Sch 26A - Multi-value project cost recovery	\$1.221	\$1.251	\$ 1.139	\$1.266	\$1.170	\$1.245	\$1.156	\$1.397	\$1.187	\$1.189	\$0.000	\$0.000	
Sch 45 - NERC ALERT	\$0.437	\$0.456	\$ 0.397	\$0.457	\$0.454	\$0.483	\$0.439	\$0.447	\$0.441	\$0.425	\$0.000	\$0.000	
Sub total	\$7.247	\$8.286	\$8.025	\$8.338	\$8.266	\$8.450	\$8.141	\$8.404	\$8.184	\$8.230	\$0.000	\$0.000	
Ancillary- reactive supply,voltage control sch 2													
Ancillary- reactive supply,voltage control sch 2	0.1620	0.1810	\$ 0.181	0.1810	0.1810	0.1810	0.1810	0.1810	0.1810	0.2500	0.0000	0.0000	
Regulation & Frequency schedule 3	0.00	0	0	0	0	0	0	0	0	0	0	0	
Operating reserve Schedule 5	0.00	0	0	0	0	0	0	0	0	0	0	0	
Operating Reserve Schedule 6	0.00	0	0	0	0	0	0	0	0	0	0	0	
Sub total	\$0.162	\$0.181	\$0.181	\$0.181	\$0.181	\$0.181	\$0.181	\$0.181	\$0.181	\$0.250	\$0.000	\$0.000	
Electric Service Billing													
Service Charge	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$0.00
Excess Reactive Demand Chg	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Demand charge	\$489,647.60	\$503,399.60	\$441,133.60	\$396,745.20	\$445,488.40	\$603,789.20	\$585,988.00	\$608,678.80	\$445,564.80	\$400,641.60	\$0.00	\$0.00	\$4,921,076.80
													\$0.00
Total Demand Cost	\$490,822.60	\$504,574.60	\$442,308.60	\$397,920.20	\$446,663.40	\$604,964.20	\$587,163.00	\$609,853.80	\$446,739.80	\$401,816.60	\$1,175.00	\$1,175.00	\$4,921,076.80
Energy Cost													
Energy Cost	\$303,851.38	\$291,528.37	\$265,124.41	\$239,026.72	\$241,961.60	\$289,758.81	\$302,478.56	\$298,038.06	\$248,049.65	\$250,258.28	\$0.00	\$0.00	\$2,730,075.84
													\$0.00
Total Energy Cost	\$303,851.38	\$291,528.37	\$265,124.41	\$239,026.72	\$241,961.60	\$289,758.81	\$302,478.56	\$298,038.06	\$248,049.65	\$250,258.28	\$0.00	\$0.00	\$2,730,075.84
MISO Charges													
Zonal Schedules 7-8-9	\$703.34	\$5,447.21	\$5,483.71	\$5,201.20	\$4,543.31	\$5,095.86	\$6,448.13	\$6,994.22	\$6,812.88	\$4,969.04	\$0.00	\$0.00	\$51,698.90
DC Schedule 7	\$15,885.72	\$15,139.00	\$13,151.41	\$14,725.46	\$13,551.25	\$15,574.36	\$17,474.16	\$18,802.64	\$18,757.55	\$14,756.55	\$0.00	\$0.00	\$157,818.10
DC Schedule 8	\$0.00	\$0.00	\$735.91	\$0.00	\$0.00	\$1,500.08	\$0.00	\$1,544.18	\$117.97	\$0.00	\$0.00	\$0.00	\$3,898.14
Scheduling, Control, dispatch schedule 1	\$94,707.97	\$107,411.46	\$108,131.15	\$102,560.38	\$89,587.74	\$100,483.30	\$127,148.27	\$137,916.29	\$134,340.62	\$97,982.61	\$0.00	\$0.00	\$1,100,269.79
Administrative schedule 10	\$4,171.52	\$3,607.89	\$2,943.64	\$3,917.78	\$3,225.55	\$3,595.78	\$3,852.13	\$3,360.86	\$4,011.05	\$3,140.61	\$0.00	\$0.00	\$35,826.81
DC Administrative Schedule 35	\$509.31	\$424.46	\$332.35	\$472.84	\$452.36	\$419.14	\$446.62	\$333.06	\$412.90	\$387.20	\$0.00	\$0.00	\$4,190.24
Transmission Schedule 26	\$19,572.17	\$23,109.38	\$23,264.22	\$22,065.68	\$19,274.64	\$21,618.80	\$27,355.72	\$29,672.44	\$28,903.14	\$21,080.78	\$0.00	\$0.00	\$235,916.97
MVP- Schedule 26A	\$29,612.91	\$29,499.83	\$27,038.72	\$28,505.26	\$23,011.56	\$27,464.70	\$32,268.58	\$42,298.37	\$35,008.19	\$25,576.58	\$0.00	\$0.00	\$300,284.70
NERC ALERT - Sch 45	\$10,598.56	\$10,752.94	\$9,424.38	\$10,289.81	\$8,929.27	\$10,654.98	\$12,254.25	\$13,534.25	\$13,006.41	\$9,142.18	\$0.00	\$0.00	\$108,587.03
Total MISO Cost	\$175,761.50	\$195,392.17	\$190,505.49	\$187,738.41	\$162,575.68	\$186,407.00	\$227,247.86	\$254,456.31	\$241,370.71	\$177,035.55	\$0.00	\$0.00	\$1,998,490.68
Ancillary Charges													
reactive supply,volt control sch 2	\$3,928.99	\$4,268.16	\$4,296.76	\$4,075.40	\$3,559.91	\$3,992.86	\$5,052.43	\$5,480.32	\$5,338.23	\$5,377.75	\$0.00	\$0.00	\$45,370.81
Regulation & Frequency schedule 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating reserve Schedule 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating Reserve Schedule 6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Ancillary Cost	\$3,928.99	\$4,268.16	\$4,296.76	\$4,075.40	\$3,559.91	\$3,992.86	\$5,052.43	\$5,480.32	\$5,338.23	\$5,377.75	\$0.00	\$0.00	\$45,370.81
Monthly Energy Adj (Budget)													
Monthly Energy Adj (Budget)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly Energy Adj Tru-UP Prior month	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$219,070.77)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$219,070.77)
Resale Energy Adjustment	\$59,064.69	\$96,075.61	\$144,696.42	\$61,917.73	\$168,712.55	\$70,886.00	\$294,618.38	\$197,799.11	\$225,848.21	\$250,046.00	\$0.00	\$0.00	\$1,569,664.70
													\$0.00
Total Monthly Energy Tru-Up Cost	\$59,064.69	\$96,075.61	\$144,696.42	\$61,917.73	\$168,712.55	\$70,886.00	\$75,547.61	\$197,799.11	\$225,848.21	\$250,046.00	\$0.00	\$0.00	\$1,350,593.93
Subtotal Electric Billing													
Subtotal Electric Billing	\$1,033,429.16	\$1,091,838.91	\$1,046,931.68	\$890,678.46	\$1,023,473.14	\$1,156,008.87	\$1,197,489.46	\$1,365,627.60	\$1,167,346.60	#####	\$1,175.00	\$1,175.00	\$11,000.00
													\$0.00
	\$1,033,429.16	\$1,091,838.91	\$1,046,931.68	\$890,678.46	\$1,023,473.14	\$1,156,008.87	\$1,197,489.46	\$1,365,627.60	\$1,167,346.60	#####	\$1,175.00	\$1,175.00	\$11,000.00
Effective ELECT Rate (¢/kWh)													
Effective ELECT Rate (¢/kWh)	7.06	7.77	8.19	7.73	8.78	8.28	8.21	9.51	9.77	8.99	#DIV/0!	#DIV/0!	8.41

	January	February	March	April	May	June	July	August	September	October	November	December	
<u>2017</u>	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
Billing Units													
Demand (kW) (15 minute)	29,024	26,296	25,092	22,680	21,796	24,072	28,864	27,880	25,552	22,496	24,816	27,952	306,520
Coincident Peak (60 Minute) prior month	27,297	28,099	25,377	24,728	21,282	19,704	21,949	26,232	27,386	25,203	21,332	23,174	291,763
Energy (kWh)	16,128,980	13,698,800	14,661,080	12,579,120	12,332,320	12,691,160	14,230,240	13,495,160	12,488,000	12,602,640	13,996,160	16,072,480	164,976,040
Subtotal Monthly Electric Billing	\$1,058,994.84	\$968,046.45	\$939,499.78	\$857,021.91	\$819,654.10	\$815,694.09	\$968,327.50	\$967,659.02	\$990,570.79	\$856,934.73	\$868,626.70	\$996,109.80	\$11,107,139.71
Allocation of MP contract extension lump sum payment \$1,440,125 (3.42xkW)	(\$23,725.16)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$23,725.16)
Coincident Peak Corrections (Sept 2016, Oct 2016, Jan 2017, Feb 2017)	\$0.00	\$0.00	\$0.00	(\$27,219.58)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$27,219.58)
2016 non-fuel energy true-up	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$17,264.89)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$17,264.89)
FERC ROE Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$47,348.89)	\$0.00	\$0.00	\$0.00	(\$47,348.89)
Total Electric billing	\$1,035,269.68	\$968,046.45	\$939,499.78	\$829,802.33	\$819,654.10	\$815,694.09	\$951,062.61	\$967,659.02	\$943,221.90	\$856,934.73	\$868,626.70	\$996,109.80	\$10,991,581.19
Effective Electric Rate (¢/kWh)-2017	6.42	7.07	6.41	6.60	6.65	6.43	6.68	7.17	7.55	6.80	6.21	6.20	6.66
<u>2018</u>	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Total
Billing Units													
Demand (kW) (15 minute)	28,000	26,324	23,284	23,040	28,464	26,732	27,988	29,960	24,428	21,484	24,260	25,248	309,212
Coincident Peak (60 Minute) prior month	27,362	26,325	25,465	20,956	22,708	24,906	26,545	27,011	29,583	22,146	19,646	22,417	295,070
Energy (kWh)	16,104,840	14,088,000	13,698,400	12,598,560	12,377,840	12,671,200	14,388,280	14,053,240	12,089,880	12,669,920	13,683,680	14,494,720	162,918,560
Subtotal Monthly Electric Billing	\$1,008,276.39	\$929,069.32	\$857,969.31	\$815,103.88	\$887,512.86	\$905,085.72	\$1,015,563.63	\$1,082,068.24	\$968,467.12	\$855,712.32	\$893,553.43	\$950,411.28	\$11,168,793.50
Total Electric billing	\$1,008,276.39	\$929,069.32	\$857,969.31	\$815,103.88	\$887,512.86	\$905,085.72	\$1,015,563.63	\$1,082,068.24	\$968,467.12	\$855,712.32	\$893,553.43	\$950,411.28	\$11,168,793.50
Effective Electric Rate (¢/kWh)-2018	6.26	6.59	6.26	6.47	7.17	7.14	7.06	7.70	8.01	6.75	6.53	6.56	6.86
<u>2019</u>	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Total
Billing Units													
Demand (kW) (15 minute)	28,452	26,204	24,420	21,872	21,656	24,392	29,488	27,460	23,224	21,744	24,352	26,296	299,560
Coincident Peak (60 Minute) prior month	23,154	27,522	24,462	24,218	21,047	16,833	20,816	27,001	26,166	20,057	20,208	24,268	275,752
Energy (kWh)	15,812,960	13,941,120	13,717,120	11,958,440	11,673,240	11,762,160	14,229,320	13,165,240	11,707,120	12,512,280	13,385,120	14,791,920	158,656,040
Subtotal Monthly Electric Billing	\$1,053,751.23	\$1,010,360.57	\$981,822.62	\$889,235.62	\$808,349.83	\$807,740.69	\$1,029,100.82	\$1,105,540.11	\$894,440.27	\$804,293.15	\$846,922.55	\$979,651.63	\$11,211,209.09
Total Electric billing	\$1,053,751.23	\$1,010,360.57	\$981,822.62	\$889,235.62	\$808,349.83	\$807,740.69	\$1,029,100.82	\$1,105,540.11	\$894,440.27	\$804,293.15	\$846,922.55	\$979,651.63	\$11,211,209.09
Effective Electric Rate (¢/kWh)-2019	6.66	7.25	7.16	7.44	6.92	6.87	7.23	8.40	7.64	6.43	6.33	6.62	7.07
<u>2020</u>	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total
Billing Units													
Demand (kW) (15 minute)	25,820	26,084	22,276	20,208	21,304	28,076	30,004	27,396	22,248	22,120	23,148	24,920	293,604
Coincident Peak (60 Minute) prior month	21,256	25,165	24,794	20,160	19,622	16,126	25,732	26,890	23,642	21,458	20,745	22,348	267,938
Energy (kWh)	14,953,360	13,748,200	13,045,600	11,386,520	10,930,160	12,166,160	14,493,320	13,814,240	11,815,720	12,889,520	12,731,240	14,505,080	156,479,120
Subtotal Monthly Electric Billing	\$932,922.78	\$927,593.49	\$818,790.19	\$715,990.86	\$707,281.69	\$886,022.04	\$1,130,010.36	\$1,116,334.81	\$939,205.78	\$938,660.49	\$948,252.06	\$1,009,194.27	\$11,070,258.82
Total Electric billing	\$932,922.78	\$927,593.49	\$818,790.19	\$715,990.86	\$707,281.69	\$886,022.04	\$1,130,010.36	\$1,116,334.81	\$939,205.78	\$938,660.49	\$948,252.06	\$1,009,194.27	\$11,070,258.82
Effective Electric Rate (¢/kWh)-2020	6.24	6.75	6.28	6.29	6.47	7.28	7.80	8.08	7.95	7.28	7.45	6.96	7.07
<u>2021</u>	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total
Billing Units													
Demand (kW) (15 minute)	25,636	26,356	23,096	20,772	23,324	31,612	30,680	31,868	23,328	20,976	0	0	257,648
Coincident Peak (60 Minute) prior month	24,253	23,581	23,739	22,516	19,668	22,060	27,914	30,278	29,493	21,511	0	0	245,013
Energy (kWh)	14,643,440	14,049,560	12,777,080	11,519,360	11,660,800	13,964,280	14,577,280	14,363,280	11,954,200	12,060,640	0	0	131,569,920
Subtotal Monthly Electric Billing	\$1,033,429.16	\$1,091,838.91	\$1,046,931.68	\$890,678.46	\$1,023,473.14	\$1,156,008.87	\$1,197,489.46	\$1,365,627.60	\$1,167,346.60	\$1,084,534.18	\$1,175.00	\$1,175.00	\$11,059,708.06
Total Electric billing	\$1,033,429.16	\$1,091,838.91	\$1,046,931.68	\$890,678.46	\$1,023,473.14	\$1,156,008.87	\$1,197,489.46	\$1,365,627.60	\$1,167,346.60	\$1,084,534.18	\$1,175.00	\$1,175.00	\$11,059,708.06
Effective Electric Rate (¢/kWh)-2020	7.06	7.77	8.19	7.73	8.78	8.28	8.21	9.51	9.77	8.99	#DIV/0!	#DIV/0!	8.41



GRAND RAPIDS
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Item 14.

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ELECTRIC DEPARTMENT MONTHLY REPORT November 2021 Commission Meeting

Safety

- There were no OSHA recordable accidents last month.

Demand Threshold and Power Usage for past month

- The attached graph shows the system load with demand threshold for the past month.

Reliability Last Month

- The attached eReliability report shows that we had 2 outages during the month.

Projects Performed Last Month

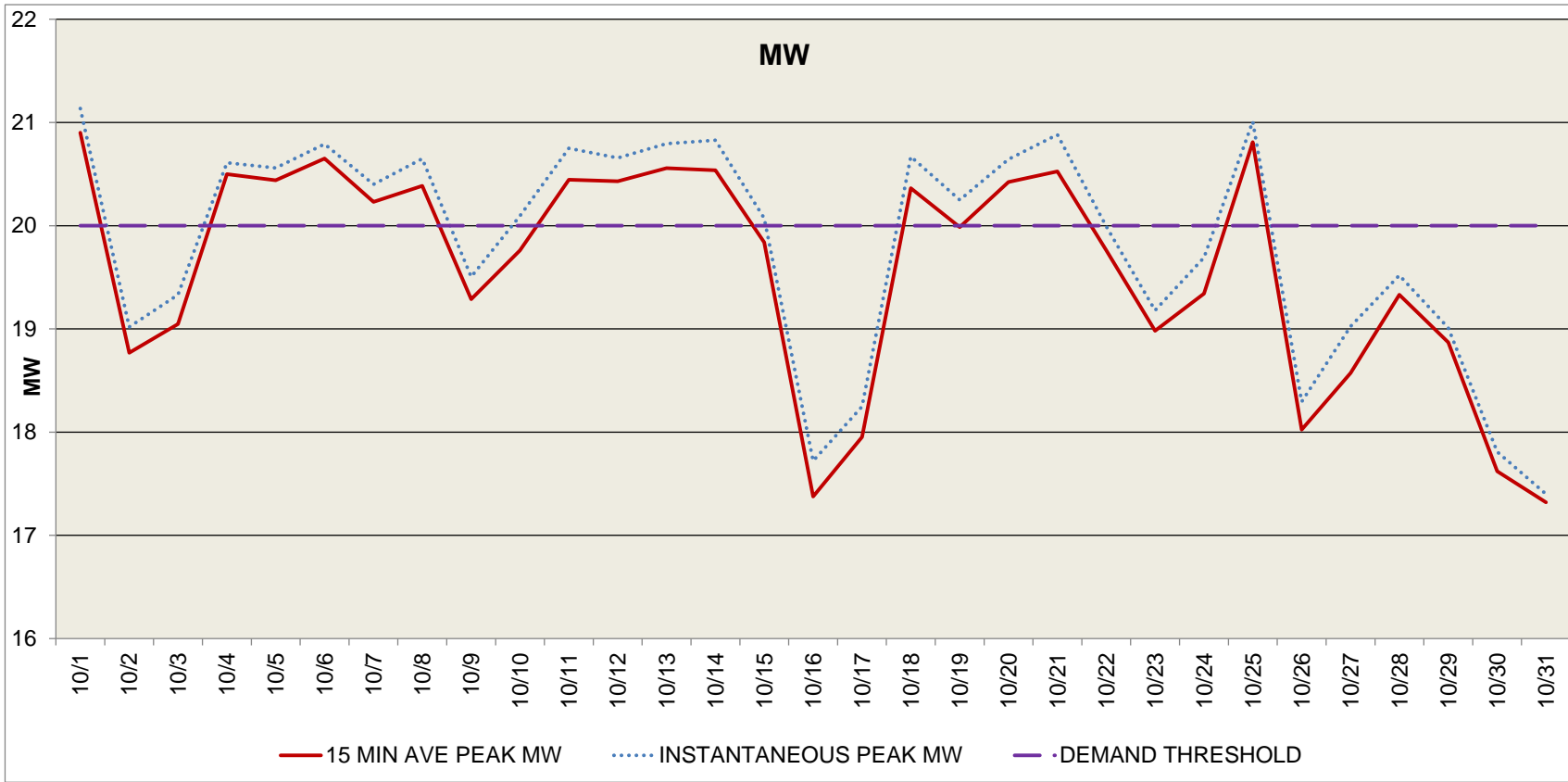
- New, existing service work
- MMUA Training – Transformer Connections
- Outage Management System installation and training

Projects Scheduled for This Month

- Policies, procedures
- 2022 Budget work
- Solar plus Battery Storage project
 - Connection to GRPU grid – Nov 10th
 - Power into solar system from GRPU grid – end of November
 - Start testing and commissioning of solar system – end of November
 - Anti-islanding test – end of November or beginning of December
 - Battery delivery – December 1st
 - Battery testing and commissioning – mid-December
 - System commissioning – end of December

GRAND RAPIDS PUBLIC UTILITES COMMISSION				
OCTOBER 2021 LOAD MANAGEMENT SYSTEM REPORT				
Oct-21	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
Minimum	17.40	17.32	20.00	
Maximum	21.14	20.90	20.00	
Average	19.82	19.58	20.00	
Total				2

Savings due to active load management system for month of October 2021 estimated at \$15,280



GRAND RAPIDS PUBLIC UTILITIES COMMISSION
DAILY POWER USAGE

Oct-21	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
10/1	21.14	20.90	20.00	0.9
10/2	19.02	18.77	20.00	-1.2
10/3	19.33	19.05	20.00	-1.0
10/4	20.61	20.50	20.00	0.5
10/5	20.56	20.44	20.00	0.4
10/6	20.79	20.65	20.00	0.6
10/7	20.40	20.23	20.00	0.2
10/8	20.65	20.38	20.00	0.4
10/9	19.50	19.29	20.00	-0.7
10/10	20.10	19.76	20.00	-0.2
10/11	20.75	20.45	20.00	0.4
10/12	20.66	20.43	20.00	0.4
10/13	20.79	20.56	20.00	0.6
10/14	20.83	20.54	20.00	0.5
10/15	20.07	19.84	20.00	-0.2
10/16	17.72	17.38	20.00	-2.6
10/17	18.25	17.95	20.00	-2.0
10/18	20.67	20.36	20.00	0.4
10/19	20.25	19.99	20.00	0.0
10/20	20.64	20.42	20.00	0.4
10/21	20.88	20.53	20.00	0.5
10/22	19.99	19.76	20.00	-0.2
10/23	19.18	18.98	20.00	-1.0
10/24	19.69	19.34	20.00	-0.7
10/25	21.01	20.81	20.00	0.8
10/26	18.30	18.02	20.00	-2.0
10/27	19.03	18.57	20.00	-1.4
10/28	19.52	19.33	20.00	-0.7
10/29	19.01	18.87	20.00	-1.1
10/30	17.81	17.62	20.00	-2.4
10/31	17.40	17.32	20.00	-2.7
Minimum	17.40	17.32	20.00	
Maximum	21.14	20.90	20.00	
Average	19.82	19.58	20.00	
Total				2
		Peak Demand Day		Controlled Day

Monthly Report - Grand Rapids Public Utilities Commission

Grand Rapids Public Utilities Commission

Year 2021	Minimum duration 	Substation -----
Month 10 - October	Maximum duration 	Circuit -----
Annual Report? <input type="radio"/> Yes <input checked="" type="radio"/> No	Top-level Cause -----	Remove Major Events? -----

IEEE 1366 Statistics

Metric	Oct 2021	Oct 2020
SAIDI	2.658	3.739
SAIFI	0.0267	0.0516
CAIDI	99.735	72.498
ASAI	99.9938%	99.9913%
Momentary Interruptions	0	0
Sustained Interruptions	2	8

Circuit Ranking - Worst Performing

Ranked by Outage Count

Circuit	Substation	Number of Outages
FEEDER 329	TIOGA SUBSTATION	2

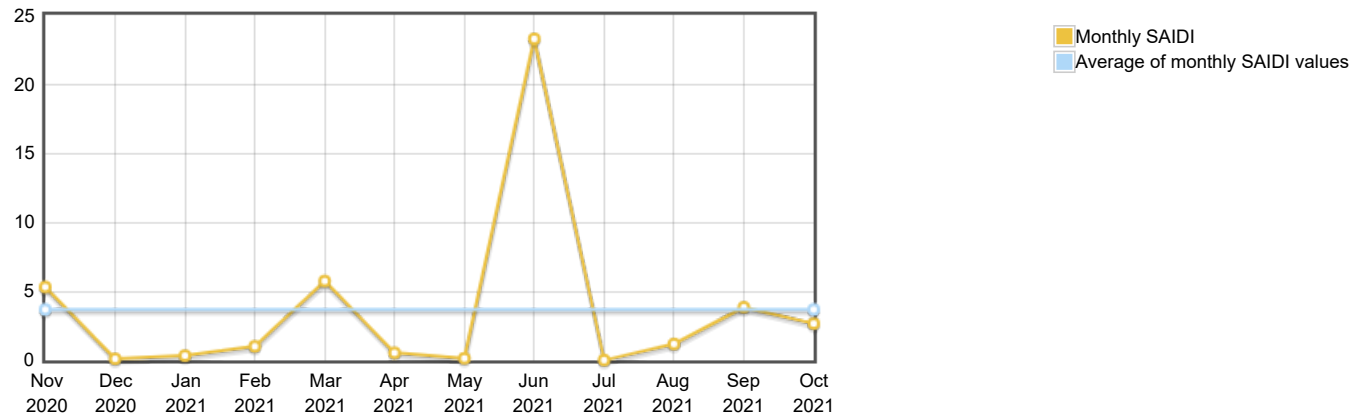
Ranked by Customer Interruptions

Circuit	Substation	Customer Interruptions
FEEDER 329	TIOGA SUBSTATION	200

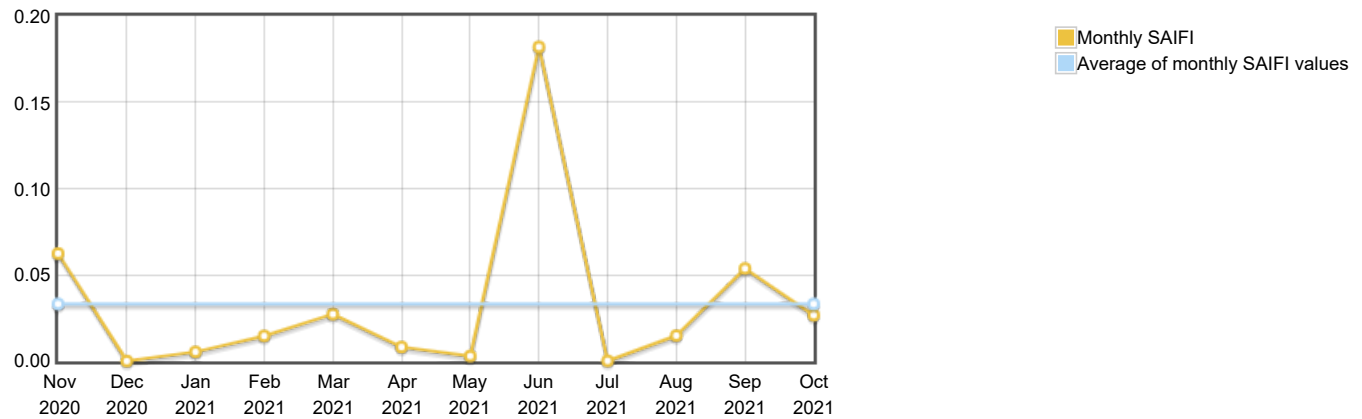
Ranked by Customer Minutes of Duration

Circuit	Substation	Customer Minutes of Duration
FEEDER 329	TIOGA SUBSTATION	19,947

Historical Monthly SAIDI Chart



Historical Monthly SAIFI Chart



Causes Ranked by Count



Cause	Count
Tree	1
Non-Utility Fire	1

Causes Ranked by Duration



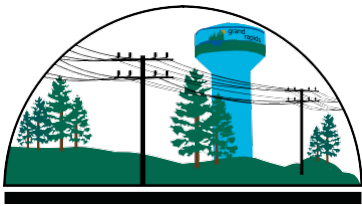
Cause	Duration
Tree	19,900
Non-Utility Fire	47

Top 2 Outages for the Month

Address	Customers Interrupted	Duration	Customer Minutes of Interruption	Cause	Start Date
ISLE VIEW RD WO# 182971	199	100	19,900	Tree on line	10/30/2021
3030 HORSE SHOE LK RD WO# 182969	1	47	47	House fire	10/27/2021

Total Customers Affected for the Month:	200
Average Customers Affected per Outage:	100





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WATER & WASTEWATER DEPARTMENT MONTHLY REPORT November 2021 Commission Meeting

Safety

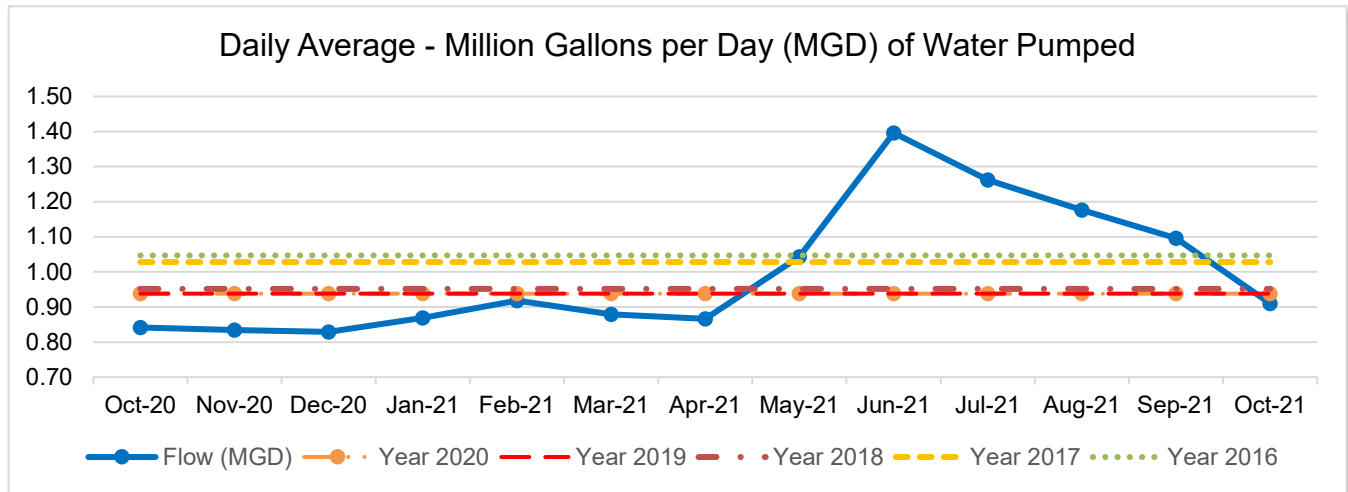
There were no OSHA recordable accidents last month.

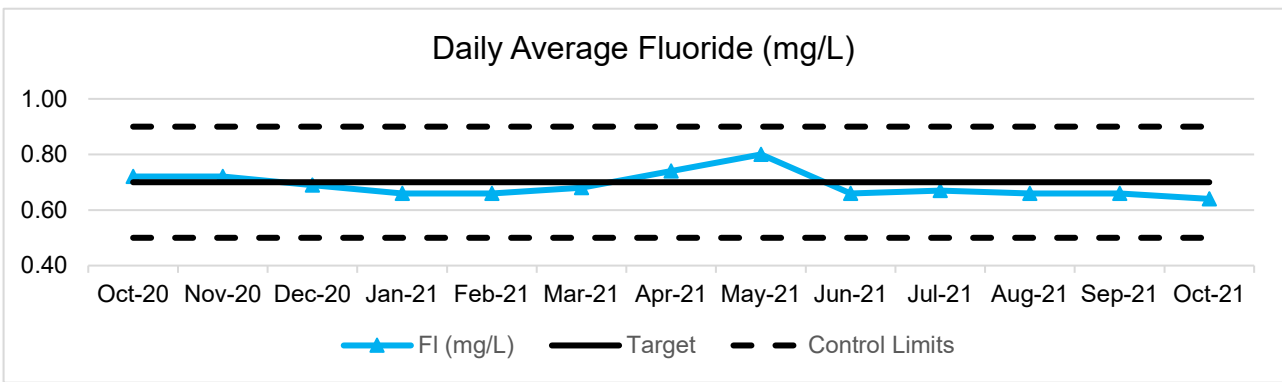
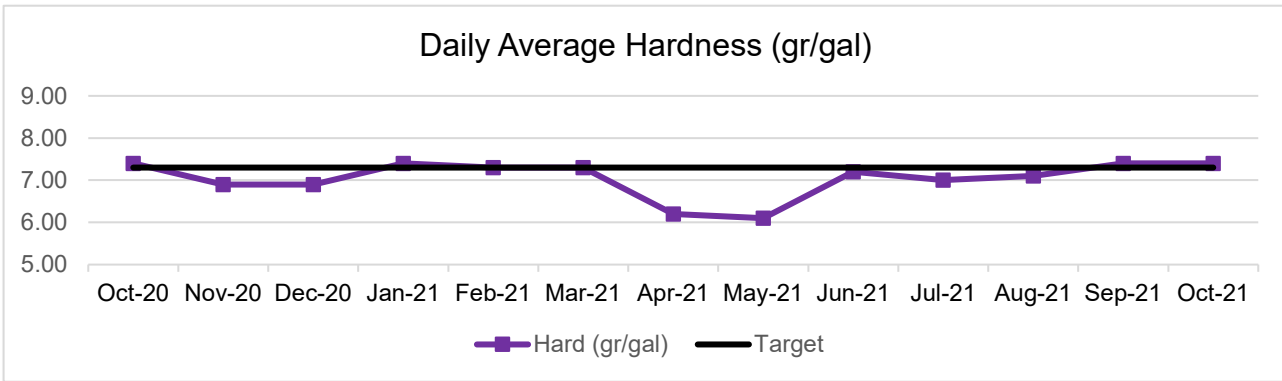
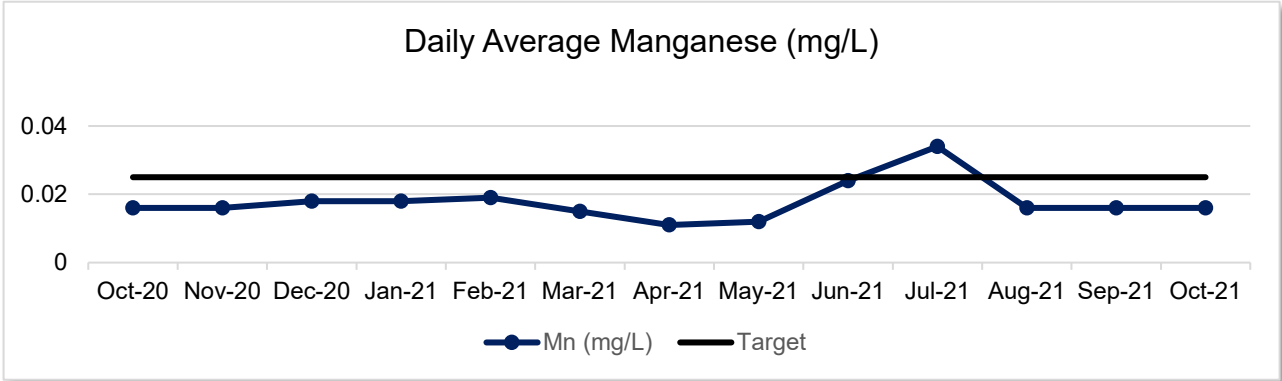
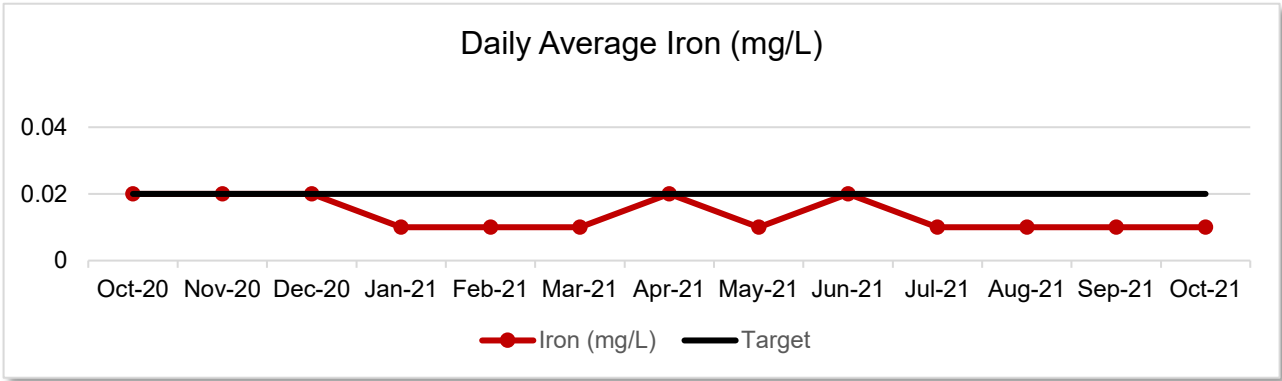
Topic of the Month

Strategy for long-term leachate generation at the landfills.

WTP Operations

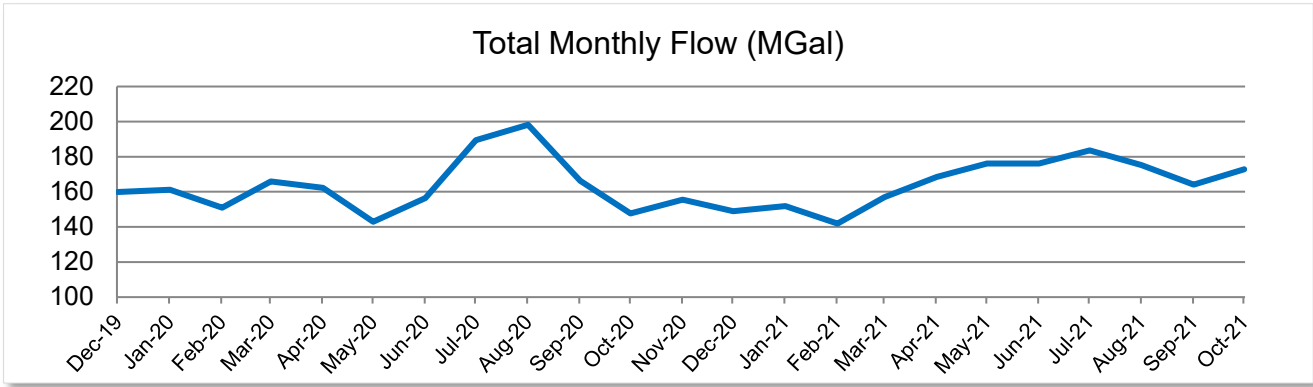
The water plant pumped an average of 0.91 million gallons of water per day (MGD) with a peak of 1.18 million gallons during last month.



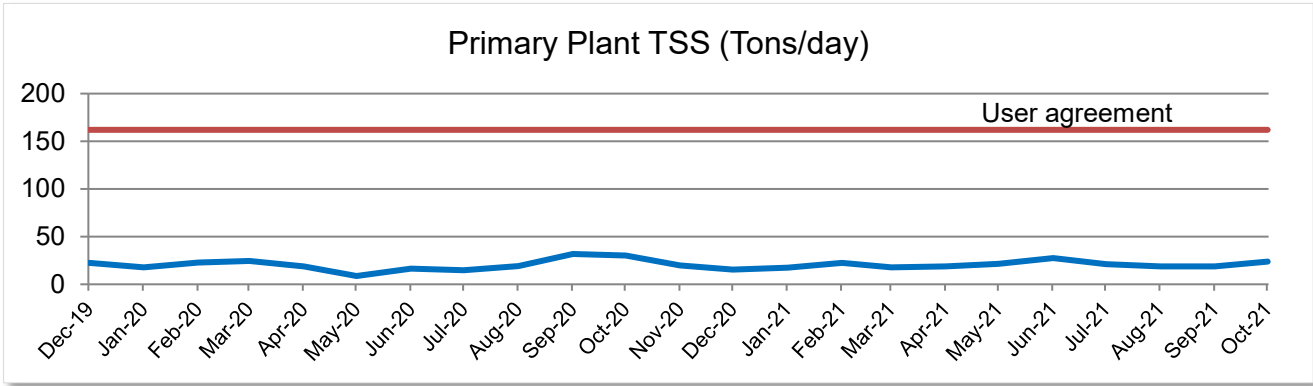


WWTP Operations

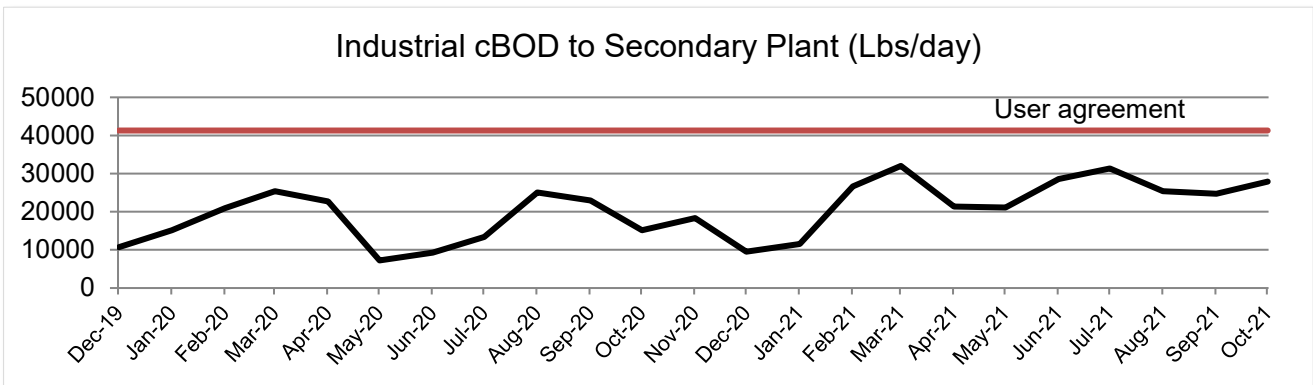
The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 173 million gallons of water removing 99.7% of the Total Suspended Solids (TSS) and 98.8% Biochemical Oxygen Demand (cBOD).

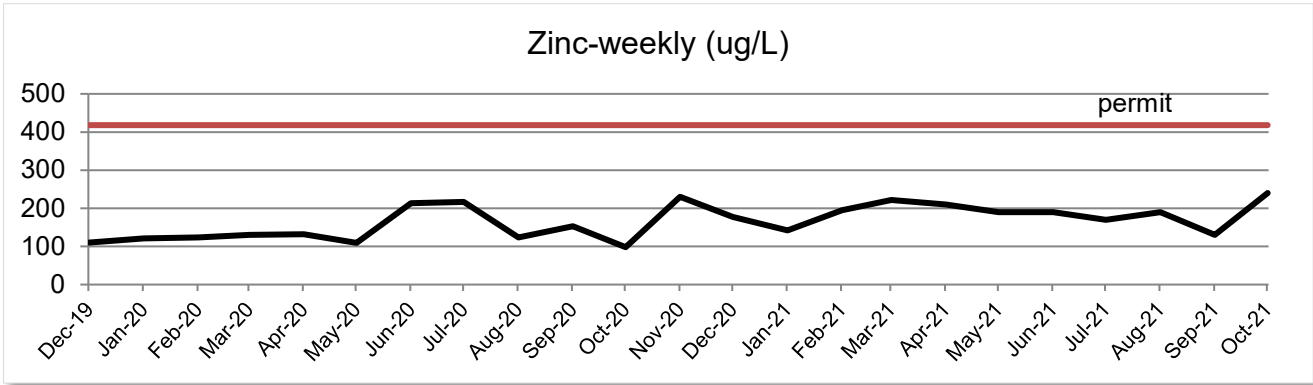


	Design Limits (monthly AVG)	Actual Results
Primary Plant		
Flow (MGD)	13.25	4.4
TSS (Tons/day)	162	23.9
TSS Peak (Tons/Day)	284	50.3

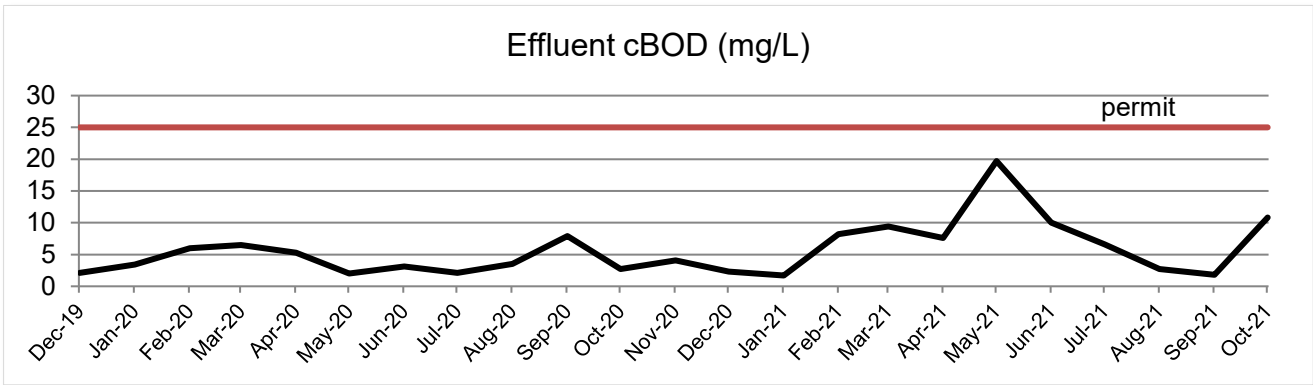
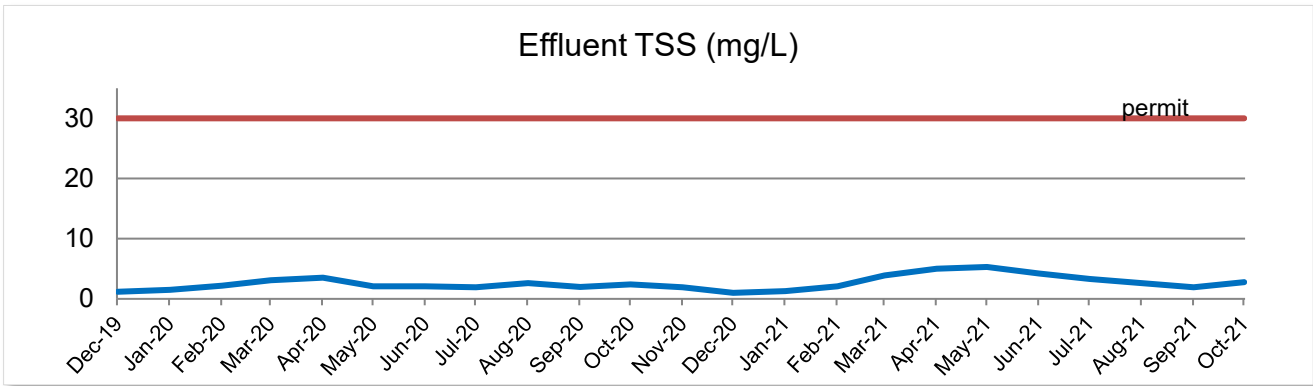


	Design Limits (monthly AVG)	Actual Results
Secondary Plant		
Flow (MGD)	15.25	5.6
cBOD (lbs/Day)	41,300	30,164
Peak cBOD (lbs/Day)	57,350	38,677
Zinc-weekly (ug/L)	418	240
% GRPUC		26.1%



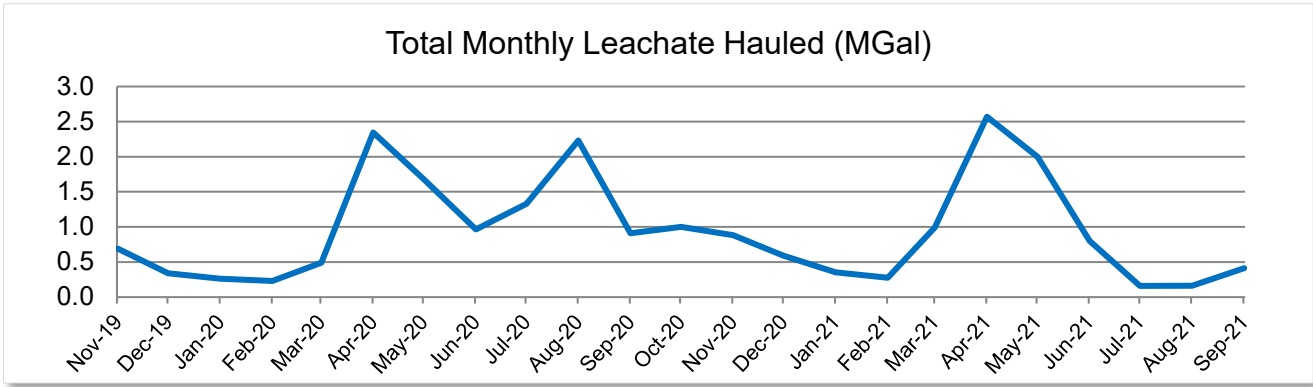


Effluent	Permit Limits (monthly AVG)	Actual Results
TSS (mg/L) – monthly average	30	1.9
cBOD (mg/L) – monthly average	25	1.8
Dissolved Oxygen (mg/L)	>1.0	5.6



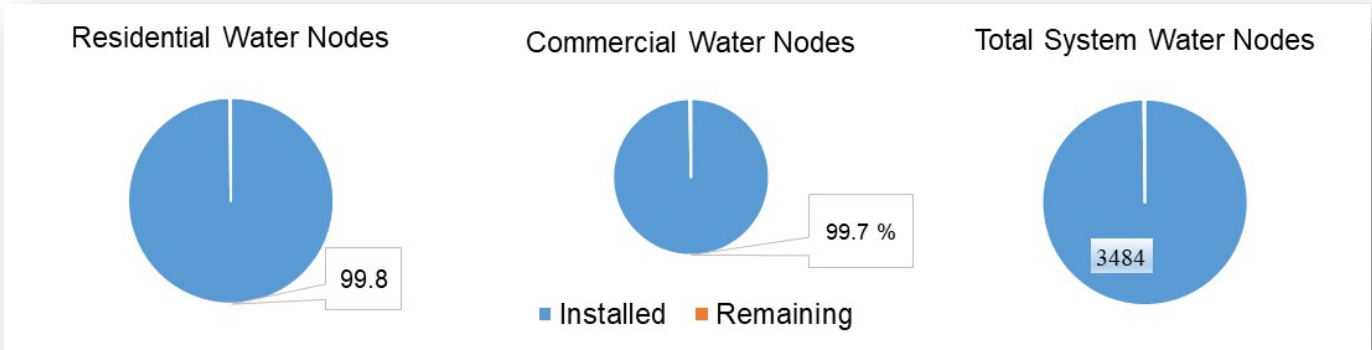
Sludge Landfill Operations

- 0.75 million gallons of leachate were hauled last month
- 4,056 cubic yards of sludge solids were hauled to the landfill



AMI Water Install Last Month

We installed 2 water nodes and/or meters in residential routes. We currently have 3484 (99%) active water nodes installed in the system.

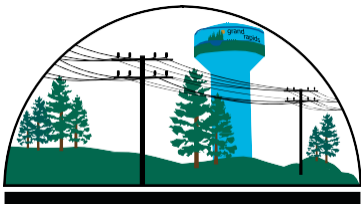


Projects Performed Last Month

- Completed outfall pipe improvements capital project
- Completed WAS 7b pump improvements capital project
- Completed internal shelter project for south water tower.

Projects Scheduled for This Month

- Rebuild KSB 5 Hp lift station pump
- Install new lift pump in number 1 lift station.
- Rebuild screen house pump



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SAFETY REPORT November 2021 Commission Meeting

Safety Topic Last Month

Confined space training for all electric and water/wastewater employees was October 20 and Basic Electrical Safety for all electric and water/wastewater employee was October 21. Both trainings were with MMUA Safety Coordinator Dave Lundberg. Office employees had virtual training through MSC on October 29 on office safety and accident prevention.

Safety Topic This Month

Winter safety training for all employees is scheduled for November 16 through MSC.

Accidents Reported last Month by Department

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

Cumulative Accidents for 2021

Recordable Accidents	1
Lost Time Days 2021	1
Restricted Days 2021	7
First Aid Only (not recordable)	1

Total FROI 2

Recordable Accident 5-year History

	2017	2018	2019	2020	2021
ADMIN	0	0	0	0	0
BUS SVCS	1	1	4	0	0
ELEC	3	1	1	0	0
W-WW	4	3	5	3	1
TOTAL	8	5	10	3	1