

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 Rob’s Bobcat Service Inc., located at 11197 Hill Road, Hill City, MN 55748 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

1. Term. The effective date of this Contract is April 8, 2025. The Contractor must not begin work under this Contract until 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, 2025 or upon the completion of a project if started in December 2025.
 - 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.
 - 1.6 If the Contractor is not available to perform the necessary work within three weeks of request by the GRPU then the GRPU can contract with another contractor to perform necessary work without any financial obligations to Contractor listed above.

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 GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor’s Duties

- 2.1 The Contractor shall provide the following goods or services (“**Goods and Services**”):

The Contractor shall provide labor and equipment for Vegetation Control and Restoration within the GRPUC’s service territory including tree removal, tree trimming, and right-of-way clearing according the schedule of prices in Exhibit A.

The Contractor shall furnish services and products based on the agreed project written specifications as provided by the Electric Department Manager or their authorized representative.

These services and products may vary depending on the project specifications during the contract period.

This contract is based on time and materials which have been competitively quoted and awarded to the lowest responsible bidder, above identified Contractor.

Exhibit A is the Contractor quoted and accepted services and product pricing through the contract term.

Exhibit B are vegetation control specifications to which the contractor shall perform all vegetation control in accordance with.

GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor.

2.2 Contractor agrees that all Goods and Services shall comply with all applicable laws and legal requirements without extra expense to GRPUC.

2.3 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.

2.4 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety and shall ensure that all persons who perform the Services are professionally competent and properly qualified.

2.5 Contractor shall erect, mark and maintain suitable barricades to protect and maintain public safety. Barricades, warning signs and other safety devices shall meet the requirements of OSHA, Minnesota Department of Highways and Public Transportation and City of Grand Rapids requirements. No work will commence until the Contractor has secured approval for the agency responsible for the right-of-way in which construction is proposed.

2.6 Damage done to existing utility lines, services, poles and other structure shall be replaced or repaired by GRPUC at Contractor expense. The Contractor shall locate underground utilities and shall excavate and expose all existing underground utilities in advance of any excavation.

2.7 Contractor shall upon completion of the project remove all debris, rubbish, etc. and leave the premises in a neat and orderly condition.

2.8 Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Act and alone be responsible for the safety, efficiency, and adequacy of the Contractor employees, plant, equipment, vehicles, etc. and methods and be responsible for any damage which may result from Contractor failure or improper construction, maintenance, or operations.

3. Consideration and Payment

3.1 A single vegetation control and restoration project is limited to \$60,000.00 or less.

3.2 Consideration. Contractor will be paid on a time and material pricing using the attached Exhibit as per written project specifications.

3.3 Payment. GRPUC will pay the Contractor within thirty (30) days following receipt and acceptance of Goods or Services and receipt of an undisputed invoice.

3.4 This time and material priced contract does not guarantee the Contractor a minimum amount of work or revenue.

4. Authorized Representative

GRPUC's Authorized Representative is Chad Troumbly, 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.

Contractor's Authorized Representative is Rob Benes, Chief Executive Officer at the following business address: 11197 Hill Road, Hill City, MN 55748, and the following telephone number: 218-326-9072, or his/her successor.

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. 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 prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC.
 7. Insurance. Contractor shall maintain with reputable insurance companies all insurance required by law and insurance against loss or damage of the kinds customarily insured against by members of Contractor's profession, of such types and in such amounts as are customarily carried under similar circumstances by members of Contractor's profession. Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance. Minimum insurance coverage requirements: Commercial General Liability Insurance \$1,500,000 per occurrence and \$1,500,000 annual aggregate; Commercial Automobile Liability Insurance \$1,500,000 per occurrence combined single limit for bodily injury and property damage and include owned, hired, and non-owned automobile; and Workers' Compensation Insurance as required under State of Minnesota laws. Contractor can use umbrella coverage to get to the minimum limit amount of \$1,500,000.
 8. Miscellaneous. No provision of this Contract may be modified or waived except as agreed to in writing by the Parties. This Contract shall be governed by the internal laws of Minnesota. Contractor may not assign or subcontract Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in counterparts. An electronic signature and counterpart shall be treated the same as an original. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe all of GRPUC's policies and procedures, including, 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. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, overnight courier, or United States mail (postage prepaid) addressed to the address set forth in the preamble.
 9. Exhibits
- Exhibit A – Time and material services and product pricing.
- Exhibit B – Vegetation Control Specifications for Electrical Distribution Line Right of Ways

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

Rob's Bobcat Service Inc.

Grand Rapids Public Utilities Commission

By: _____

By: _____

Print Name: _____

Print Name: Julie A. Kennedy

Title: _____

Title: General Manager

Date: _____

Date: _____

EXHIBIT A

TIME AND MATERIAL

SERVICES AND PRODUCT PRICING

Item	Description	Unit cost	Units
1	Bucket truck with operator – 80 foot bucket	140.00	per hour
2	Bucket truck with operator – 55 foot bucket	140.00	per hour
3	Disposal: grapple truck with operator	130.00	per hour
4	Skid steer with operator	130.00	per hour
5	Excavator with operator	185.00	per hour
6	Labor: supervisor/foreman	80.00	per hour
7	Labor: general laborer	60.00	per hour
8	Restoration - gravel	18.00	per cubic yard
9	Restoration - grass	30.00	per cubic yard
10	Dump Truck – quad axle	120.00	per hour
11	Dump Truck – Tandem axle	100.00	per hour