

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 Stantec Consulting Services, located at 11 E Superior St, Suite 230 Duluth, MN 55802 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has received a quotation from the contractor for engineering and construction management services for final cover modifications to Phases 1-4/Kettle D for industrial landfill SW-210 (“**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 March 25, 2026. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 December 31, 2026

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

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

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

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

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

2. Contractor's Duties

2.1 The Contractor shall:

Provide engineering and construction management services to assist with modifying the final cover for phases 1-4/kettle D of the industrial landfill SW-210.

The scope of work to include: construction administration, construction documentation services, construction management and construction documentation report.

(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 one hundred and thirty nine thousand and five hundred dollars (\$139,500) in accordance with **Exhibit C**.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed one hundred and thirty nine thousand and five hundred dollars (\$139,500).

Payment.

3.1.2 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.

3.1.3 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: 218-326-7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Kyle Morberg at the following business address: 11 E Superior St, Suite 230 Duluth, MN 55802, and the following telephone number: 218-393-4085, 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. **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: Steve Mattson
Email: srmattson@grpuc.org

Contractor
Address:
11 E Superior St, Suite 230
Duluth, MN 55802
Attn: Kyle Morberg
Email: Kyle.Morberg@stantec.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.

Stantec Consulting Services, Inc

Grand Rapids Public Utilities Commission

By: 

By: _____

Print Name: Kyle Morberg

Print Name: Julie A. Kennedy

Title: Associate

Title: General Manager

Date: 03/26/2026

Date: _____

Exhibit A: Insurance Requirements

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

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

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

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

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

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

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

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

\$2,000,000 - annual aggregate

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

3.5 **Privacy Liability Insurance (or equivalent)** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:

\$2,000,000 - per Occurrence

\$2,000,000 - annual Aggregate

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

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

Exhibit B: Specifications, Duties, and Scope of Work

Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal to the Grand Rapids Public Utilities Commission (GRPUC) for construction administration services for final cover reconstruction on the Phases 1-4 and Kettle D Landfill, MPCA Permit Number SW-210.

Project Understanding and Assumptions

Stantec understands that GRPUC desires to remove and salvage existing soils above the drainage blanket, conduct site grading, and install a new final cover system consisting of a geomembrane liner, sand drainage layer, rooting soils, topsoil, and stormwater management features. Stantec previously provided design and bidding services for the proposed project.

Scope of Work and Schedule

Stantec has developed the following scope of services based on our understanding of the project based on past work and additional conversations with GRPUC.

Task 1. Construction Contract Administration & Construction Field Services

Task 1 will include construction contract administration and construction field services.

Task 1A – Pre-Construction

Stantec will attend a pre-construction meeting with GRPUC, the selected Contractor, and any other applicable parties. Specifically, Stantec will:

- Conduct a pre-construction conference at the site prior to construction. Typical items to be addressed at this meeting would be:
 - o Review project milestones/construction schedule,
 - o Review construction plans,
 - o Review submittal requirements/review process,
 - o Identify the location of on-site materials and borrow areas,
 - o Discuss the material testing requirements,
 - o Review health and safety items,
 - o Prepare and distribute meeting minutes to attendees.

Task 1B – Contractor Management and Field Support

Stantec staff will monitor the contractor and advise GRPUC of their performance during the project. Specific activities are:

- Assist GRPUC with final contract execution with the selected contractor.
- Attend progress meetings at the site (assumed to be bi-weekly; 5 total meetings) with the contractor and GRPUC staff. Stantec assumes that the Project Manager/Certifying Engineer and on-site construction observer will attend the progress meetings. Typical agenda of items to be addressed

at the progress meetings are as follows:

- o Contractor's performance and progress to date,
- o Review schedule,
- o Confirm quantities,
- o Discuss submittals,
- o Address any design modifications and/or change orders,
- o Other additional issues as necessary.

- Review contractor submittals and advise GRPUC and contractor as to conformance with specifications.
- Be available by telephone should questions come up during construction.
- Review any contractor provided quantity determination information to verify quantities.
- Coordination with field personnel.

- o Including processing of field collected survey data.

The Stantec Project Manager and Certifying Engineer will oversee the entire project to observe conformance to project requirements and will sign all documents required for project certification. Based on the scope of the construction project, Stantec has estimated a project duration of 10-weeks.

Task 1C – Construction Field Services

Stantec will provide a field technician who will monitor the performance of the contractor, provide technical clarification to the contractor, and organize and maintain the necessary information required to document the construction. The field technician will also perform the as-built documentation survey, which consists of documenting final cover layer thicknesses.

The Stantec field technician will be on-site throughout construction and be responsible for relaying day-to-day information on the progress of the construction to GRPUC representatives and the Stantec Project

Manager/Certifying Engineer. The field technician will be responsible for assuring that testing and documentation is performed in accordance with the guidelines established by the approved CQA plan. The Stantec field technician will report daily to the Stantec project manager and will also prepare daily field reports logging weather conditions, work completed, issues encountered, and the resolution. The daily field reports will be provided weekly to GRPUC for their information/records.

Specific activities that Stantec will perform during construction includes:

General

- Daily log of activities
- Daily observation of contractor progress and equipment on site,
- Record construction photograph log,
- Available to either perform or assist with construction stormwater inspections and make

recommendations for changes/improvements as site conditions warrant,

- Review delivered materials and check against approved submittals,
- Provide clarifications as needed to contractor.
- Set-survey site control (1-visit)

Project specific activities that will be observed and documented during each of the major construction components are as follows:

Subgrade Preparation and Gas Ventilation System

- Observe grades and that any ruts or soft spots have been satisfactorily addressed and that rocks and other deleterious material to the overlying liner have been removed,
- Survey subgrade to document that the subgrade surface is within the survey tolerances outlined in the prepared CQA Plan prior to geomembrane installation.
- Observe modifications to the existing gas ventilation system to ensure it meets project requirements.

Geomembrane Installation

- Inventory and review of roll certifications,
- Observe and document panel placement,
- Monitor trial welds (startup weld),
- Observe and document panel seaming, testing, and repairs
- Coordination of destructive sample collection and testing,
- Document test results of laboratory and field testing.

Granular Drainage Layer, Rooting Zone, and Topsoil Installation

- Observe the installation of the soil layers, specifically noting:
- Use of Low Ground Pressure spreading equipment,
- Proper spreading direction (uphill only),
- Proper spreading methods so that wrinkles do not accumulate in underlying geomembrane,
- Sample collection and coordination with laboratory for grain size distribution and hydraulic conductivity CQA tests for the drainage layer,
- Thickness documentation of the various soil layers, including settlement correction survey

Surface Water Feature Construction

- Observe subgrade shaping to allow for proper drainage grades,
- Observation of soil placement,
- Observe installation of associated infrastructure,
- Perform horizontal and vertical alignment survey documentation.

Erosion Control Blanket Installation and Turf Restoration

- Observe the placement of the various erosion control products,
- Ensure the proper products are used in the proper areas,
- Ensure that the appropriate methods are used for placement (anchoring / stapling patterns)
- Observe final site seeding,

- Observe that appropriate grades are restored and necessary turf restoration activities are complete.

Final Completion

- Prepare preliminary punch list; Verify that preliminary punch list is addressed before scheduling final walk through,
- Conduct final project walk through with GRPUC staff, contractor and Stantec PM; Prepare a final list of items to be corrected,
- Verify that all items on final list have been corrected and make recommendations to GRPUC concerning acceptance.

For the purpose of establishing a budget, Stantec estimates that the final closure as described above would be substantially complete within 10-weeks. The actual time required for the Contractor to reach substantial completion will depend on weather conditions and Contractor's performance and schedule and may vary from our estimated schedule.

Task 1D – Construction Documentation Report

Stantec will prepare a construction documentation report for the closure construction project which will include components such as soil testing data, geomembrane testing data, survey documentation, Record Drawings, construction photographs, and other pertinent information collected during construction. A narrative describing the construction sequence that summarizes the daily field notes will be included rather than the actual field notes. Record Drawings will consist of construction drawings revised to reflect field changes based on Stantec observations. Grade documentation/layer thicknesses will be included in the construction documentation report based on Stantec's collected survey data.

The construction documentation report will be completed and data will be compiled as the project progresses. This will allow for a prompt submittal of the documentation report to the MPCA. The report will contain a summary statement certifying the facility was constructed in substantial accordance with the approved plans and specifications and will note any significant deviations. A Professional Engineer registered in Minnesota will sign the summary statement. Stantec has assumed that only an electronic copy of the construction documentation report will be provided to GRPUC and to the MPCA.

Final Task 1 Deliverable:

The deliverable will be a Construction Documentation Report that can be submitted to the MPCA for final cover construction documentation.

Final Deliverables Output and Completion Schedule

We assume a construction schedule of 10 weeks with Stantec personnel onsite. This estimated construction schedule is based on our experience with previous final cover installation efforts.

The Construction Documentation Report will be provided to GRPUC within 4 weeks of completing the construction project.

Project Team

Kyle Morberg will serve as project manager and certifying engineer for construction as well as coordinate with the onsite Stantec field technician(s). Due to his local presence and familiarity with the facility, he will be available to attend bi-weekly project meetings and additional site visits as needed to address items that may come up during construction that are time sensitive in nature. The initial field technician(s) anticipated for the project is Ross Ziegenhagen. It is anticipated that Ross will collect the necessary survey data for documentation, utilizing Stantec's GPS equipment as well as any necessary material samples for construction documentation. Other qualified staff will be used as necessary based on availability and the actual construction timeline. Stantec will confirm field staff with you prior to mobilization to the project site.

Proposed Schedule

The following is an anticipated schedule to complete the scope of work outlined above, based on a Notice to Proceed with Construction start date of April 1, 2026.

Task Date

Task 1 – Notice to Proceed with Construction April 1, 2026

Task 1 – Construction Substantial Completion September 30, 2026

Task 1 – Submit Construction Documentation Report to MPCA October 30, 2026

Proposed Budget

A detailed breakdown of the cost estimate is attached to the proposal. Expenses for soil testing, geomembrane testing, shipping, and mileage are also included in the cost estimate. It is anticipated that Twin Ports Testing (TPT) in Duluth, Minnesota as well as Precision Testing in Virginia, Minnesota will be utilized for granular material testing. Liner laboratory destructive testing will be conducted by TRI Environmental in Austin, Texas. Stantec will ship samples on GRPUC's behalf and we have estimated the number of samples in the cost estimate as 60-samples.

We will not exceed the authorized budget without obtaining written approval. If the scope of services requested exceeds this budgeted amount, we can provide a proposal at that time for additional services.

Exhibit C: Price and Payment Schedule

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

Compensation. The Contractor will be paid one hundred and thirty nine thousand and five hundred dollars (\$139,500) in accordance with provided estimate.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed one hundred and thirty nine thousand and five hundred dollars (\$139,500).