



Commission Regular Session

AUGUST 27TH, 2024

Commission Meeting Agenda

August 27th, 2024

Chair J. Hart	—	Commissioner J. Bayliss	—
Commissioner J. Stokes	—	Commissioner J. Babich	—
Commissioner J. Sandstede	—	Legal Counsel A. Borland	—
General Manager L. Peterson	—	Auditors Abdo., LLP	—
Utility Resources S. Dickinson	—	Manager of Power Supply P. Plombon	—
Customer Ser. & Finance J. Zallar	—	Admin & Comm E. Dixon	—
Electrical Operations S. Adams	—	Local 94 President Rich Kampsula	—

1. CALL TO ORDER

2. ADDS/DELETES

3. APPROVAL OF MINUTES: July 23rd & August 14th

4. CITIZENS' FORUM: *Maximum amount of time per item: 5 minutes*

5. CONSENT AGENDA

- A. Approve invoices >\$1,000 & approve the bills & ACH transfers dated July 18th – August 21st
- B. Approve the payroll paid & overtime report for the July 25th, August 8th, & August 22nd, 2024 pay date
- C. Approve Resolution 24-09: Authorizing Hibbing Public Utilities to Make Application to and Accept Funds from Iron Range Resources and Rehabilitation Board Public Works Program
- D. Approve Resolution 24-10: Authorizing Hibbing Public Utilities Commission to Make Application to and Accept Grant Funds from IRRR Revenue Bonds Issued per Minnesota Laws 2024, Chapter 127, Article 69, Section 15-16
- E. Approve Request for Contribution: North St. Louis County Habitat for Humanity for in-kind contribution of install services
- F. Approve Request for Contribution: Mesaba Concert Association in the amount of \$500

6. FINANCIALS & RISK MANAGEMENT

- A. Approve July 2024 Interim Financials

- B. Ansley & 1st Ave. Substation Project- Related Bids & Quotes

- i. Approve RESCO Quote for a Single Phase Padmount Distribution Transformer Order in the Amount of \$32,492.30
- ii. Award PB 24-03 Substation Dirt, Excavation, and Foundation Work Lakehead Constructors in the Amount of \$261,800
- iii. Approve Amptek for electrical work at Ansley location in the amount of \$110,110
- iv. Approve Amptek for electrical work at the 1st Ave. location in the amount of \$150,120
- v. Approve Schweitzer Engineering Laboratories for intelligent substation hardware in the amount of \$28,920.21
- vi. Approve Lake States Construction, LLC for Line Work at project sites in the amount of \$126,692.50

- C. 2024 HREC Capital Projects- Related Proposals & Quotes

- i. Approve Wolf Material Handling Systems for Wood Unloader Replacement Chain in the amount of \$26,930
- ii. Award RFP 24-03: TG #6 Major Overhaul to Ohman Industries in the Amount of \$565,280
- iii. Authorize Request for Proposals 24-05: TG #3 Rotor Repair

D. Approve Bolton & Menk for Construction Engineering Services for 2024 Lead Service Line Projects in the amount of \$98,000

7. POLICY & GOVERNANCE

A. Approve RFP 24-04 for Job Classification and Compensation Study

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT



Item 3 – Approval of Minutes: July
23rd & August 14th, 2024

Item 3

Item 3 – Approval of Minutes :July 23rd & August 14th, 2024August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 3 – Approval of Minutes: July 23rd & August 14th, 2024

Dear Commissioners;

Please find attached for your approval draft minutes from the Commission Meetings on July 23rd & August 14th.

Sincerely;



Luke J. Peterson

Minutes of the regular meeting of the Public Utilities Commission, Hibbing, Minnesota, 1902 E. 6th Ave., Hibbing, MN 55746, held on July 23rd, 2024. Meeting held at Hibbing City Hall, 401 E. 21st St., Hibbing MN. Chair Hart called the meeting to order at 5:00 p.m. In attendance were Chair Hart, Commissioner Bayliss, Commissioner Babich, Commissioner Stokes, Commissioner Sandstede, Legal Counsel, Andy Borland; General Manager Luke Peterson, Utility Resources Manager Stefanie Dickinson, Electrical Operations Director Samantha Adams, Finance & Customer Service Supervisor Jill Zallar, and Customer Programs & Communication Specialist Eliot Dixon. Also in attendance were, Baker Tilly Rep. Bethany Ryers, Bolton & Menk Rep. Josh Stier, HPAT Reps. Ron Wirkula, Caleb Hill, and Kivana Hill; & HPU Employees Rich Kampsula and Jacob Frederick.

Item 2. ADDS/DELETES –

Item 6.E. Approve Wesco for Substation Project Poles in the Amount of \$61,985.83

Item 9.A. Approve Commission to Attend Mesabi Metallics Tour on August 1st, 2024

Item 3. APPROVAL OF MINUTES

Motion by Commissioner Stokes, supported by Commissioner Bayliss, to approve the regular meeting minutes of June 25th & July 9th, 2024.

Motion carried unanimously.

Item 4. CITIZENS FORUM –

Item 5. CONSENT AGENDA

Item 5.A. Approving invoices >\$1,000 & approve the bills & ACH transfers dated June 22nd – July 17th, 2024

Item 5.B. Approve the payroll paid & overtime report for the June 27th & July 11th, 2024 pay dates.

Item 5.C. Approve HPU Staff Travel Expenses Matrix: Q2 2024

Item 5.D. Approve Resolution 24-07: Authorizing Hibbing Public Utilities to Make Application and Accept Funds from Strengthening the Reliability and Resiliency of Minnesota Electrical Grid Grant Program

Item 5.E. Approve Resolution 24-08: Declare Surplus and Authorize sale of Listed Equipment

Item 5.F. Approve Request for Contribution: Hibbing Chisholm Girl's Hockey Booster Club in the amount of \$500

Item 5.G. Approve Request for Contribution: Hibbing Chamber of Commerce Golf Classic in the amount of \$500

Motion by Commissioner Sandstede, Supported by Commissioner Stokes, to approve Consent Agenda items 5.A., 5.B., 5.C., 5.D., 5.E., 5.F., & 5.G. as presented.

Motion carried unanimously.

Item 6. FINANCIALS & RISK MANAGEMENT

Item 6.A. Approve June 2024 Financials

Motion by Commissioner Bayliss, Supported by Commissioner Sandstede, to Approve June 2024 Financials

Motion carried unanimously.

Item 6.B. Approve 2024 Facilities Projects & Budgets

Commission discussed priorities of HPU Admin Building. Commissioner Stokes stated preference for improvements to air handling units.

Motion by Chair Hart, Supported by Commissioner Bayliss, to Approve Proposed Exterior Painting Projects and Budget for HPU Transportation Garage.

Motion carried unanimously.

Motion by Commissioner Bayliss, Supported by Commissioner Stokes, to Approve Masonry Proposed Projects and Budget for Hibbing Renewable Energy Center.

Motion carried unanimously.

Motion by Commissioner Sandstede, Supported by Commissioner Bayliss, to Approve Proposed Window Replacement Projects and Budget for HPU Admin Building.

Motion carried 4-1
"Nay" - Stokes

Item 6.C. Approve Keller Fence Company for Substation Fencing Project in the Amount of \$85,813.20

Motion by Commissioner Stokes, Supported by Commissioner Sandstede, to Approve Keller Fence Company for Substation Fencing Project in the Amount of \$85,813.20.

Motion carried unanimously.

Item 6.D. Accept Engineering Recommendations and Award Bids for 2024 Water Projects

Item 6.D.i.- Award 24-003: TH 169 Sliplining to Minger Construction Co. Inc. in the amount of \$1,208,187.98

Commission discussed project details and response strategy in the event of a future leak.

Motion by Commissioner Stokes, Supported by Bayliss, to Award 24-003: TH 169 Sliplining to Minger Construction Co. Inc. in the amount of \$1,208,187.98

Motion carried unanimously.

Item 6.D.ii.- Award 24-004: Lead Service Line Replacement to Bougalis Inc. in the amount of \$667,100

Bolton & Menk Project Manager, Josh Stier, presented results of Bidding Process. Commission discussed identification process for project sites and lead testing to follow the projects to identify any additional lead sources for homeowners.

Motion by Commissioner Sandstede, Supported by Bayliss, to Award 24-004: Lead Service Line Replacement to Bougalis Inc. in the amount of \$667,100

Motion carried unanimously.

Item 6.E. Approve Wesco for Substation Project Poles in the Amount of \$61,985.83

Motion by Commissioner Stokes, Supported by Chair Hart, to Approve Wesco for Substation Project Poles in the Amount of \$61,985.83

Motion carried unanimously.

Item 7. POLICY & GOVERNANCE-

Item 7.A. Appoint Marty Jarvis to Assistant Water Mechanic Crew Leader Vacancy and Approve Job Description Attached

Motion by Commissioner Stokes, Supported by Commissioner Bayliss, to Appoint Marty Jarvis to Assistant Water Mechanic Crew Leader Vacancy and Approve Job Description Update

Motion carried unanimously.

Item 7.B. Declare Vacancy and Approve Posting for Superintendent of Electrical Maintenance & Instrumentation Position

Commission discussed importance of Superintendent for the development of joint work group apprenticeship, increasing staffing levels, and the need of a Master Electrician or professional engineer to complete "New Construction" & work outside of HREC.

Motion by Commissioner Stokes, Supported by Chair Hart, to Declare Vacancy and Approve Posting for Superintendent of Electrical Maintenance & Instrumentation Position

Motion carried unanimously.

Item 8. OLD BUSINESS

Item 9. NEW BUSINESS

Item 9.A. – Approve Commission to Attend Mesabi Metallics Tour on August 1st, 2024

Motion by Commissioner Bayliss, Supported by Commissioner Stokes, to Approve Commission to Attend Mesabi Metallics Tours on August 1st, 2024

Motion carried unanimously.

Item 10. ADJOURNMENT

Motion by Commissioner Stokes, supported by Chair Hart, to adjourn the meeting at 5:50 p.m.

Motion carried unanimously

Attest:

Jeff Hart, Chair

Jesse Babich, Commission Secretary

Meeting materials are available at
The next meeting is a working meeting scheduled for Tuesday, August 13th, 2024
at 5:00 p.m. at the Hibbing City Hall, 401 E. 21st St., Hibbing MN 55746.

p/2024-07-23-Minutes.doc

Minutes of the regular meeting of the Public Utilities Commission, Hibbing, Minnesota, 1902 E. 6th Ave., Hibbing, MN 55746, held on August 14th, 2024. Meeting held at Hibbing City Hall, 401 E. 21st St., Hibbing MN. Chair Hart called the meeting to order at 5:00 p.m. In attendance were Chair Hart; Commissioner Bayliss; Commissioner Babich; Commissioner Stokes; Commissioner Sandstede; Legal Counsel, Andy Borland; General Manager, Luke Peterson; Manager of Power Supply, Paul Plombon; Utility Resources Manager, Stefanie Dickinson; Electrical Operations Director, Samantha Adams; Finance & Customer Service Supervisor, Jill Zallar; and Customer Programs & Communication Specialist; Eliot Dixon. Also in attendance was HPU Employee Rich Kampsula.

Working Session

Item 1. Management Updates

Item 2. City of Hibbing Requests

Item 3. Other Discussion/Items/Questions

Commission and HPU Staff discussed management updates, City of Hibbing Requests, and transmission planning.

New Business

During Commission discussion of the HREC & Heat Crew Management Update, on the topic of Heat Crew Staffing levels, Commissioners requested position be declared vacant and for internal posting to begin.

Motion by Commissioner Sandstede, Supported by Commissioner Stokes to declare Heat Crew Vacancy and approve internal posting of same.

Motion carried unanimously

Adjournment

Motion by Commissioner Stokes, supported by Commissioner Sandstede, to adjourn the meeting at 7:45 p.m.

Motion carried unanimously

Attest:

Jeff Hart, Chair

Jesse Babich, Commission Secretary

Meeting materials are available at
The next meeting is a working meeting scheduled for Tuesday, July 23rd, 2024
at 5:00 p.m. at the Hibbing City Hall, 401 E. 21st St., Hibbing MN 55746.

p/2024-07-09-Minutes.doc



Item 5.A – Approve Invoices > \$1,000 &
approve the bills & ACH transfers

Item 5.A – Approve Invoices > \$1,000 & approve the bills & ACH transfers

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 5.A – Approve Invoices > \$1,000 & approve the bills & ACH transfers dated July 18th – August 21st

Dear Commissioners;

Per HPU's Authorization and approval Matrix approved at the April 26th, 2022 Commission Meeting, please find attached enclosed invoices, bills, and payments since the last Regular Meeting held by the Commission on July 23rd, 2024.

Sincerely;



Luke J. Peterson

HIBBING PUBLIC UTILITIES

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Report Criteria:

Invoice Detail.Created date = 07/18/2024-08/23/2024

Invoice Detail.Total cost = {>} 1000.00

Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
ABATEK INC.	08132024	Trunkline 08132024	08/13/2024	1,050.00	12005515120
ABSG Consulting Inc	10073200239	Maximo Implementation - Labor	07/17/2024	1,071.86	10001107000
ABSG Consulting Inc	10073200281	Maximo Implementation - Labor	08/22/2024	1,465.56	10001107000
ACCURATE CALIBRATION SVC	PS10231	Calibration of Electric Meter testers	06/13/2024	2,150.00	12005597120
ACTION BATTERY WHOLESALE	0070857-IN	Annual Plant & Substation Battery Preve	07/17/2024	1,297.80	12005592120
ACTION BATTERY WHOLESALE	0070856-IN	Gas Plant Sub Battery & Charger	07/17/2024	2,595.60	12005592120
ACTION BATTERY WHOLESALE	0070855-IN	Beltline Substation Battery and Charger	07/17/2024	1,297.80	12005592120
ACTION BATTERY WHOLESALE	0070854-IN	Annual Plant & Substation Battery Preve	07/17/2024	1,297.80	12005592120
AFSCME COUNCIL 65	07252024	AFSCME UNION DUES 07/08/24-07/21/	07/25/2024	2,021.20	10002232235
AFSCME COUNCIL 65	08082024	AFSCME UNION DUES 07/22/24-08/04/	08/08/2024	2,053.80	10002232235
AFSCME COUNCIL 65	08222024	AFSCME UNION DUES 08/05/24-08/18/	08/22/2024	2,053.80	10002232235
ALWAYS THERE STAFFING	11240338	Employee Services Week Ending 7/13	07/13/2024	1,502.80	10005923120
ALWAYS THERE STAFFING	11240391	Employee Services Week Ending 7/20	07/23/2024	1,502.80	10005923120

HIBBING PUBLIC UTILITIES

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
ALWAYS THERE STAFFING	11240457	Employee Services Week Ending 7/27	07/30/2024	1,502.80	10005923120
ALWAYS THERE STAFFING	11240561	Employee Services Week Ending 8/3/24	08/06/2024	1,502.80	10005923120
ALWAYS THERE STAFFING	11240653	Employee Services Week Ending 8/10/24	08/13/2024	1,502.80	10005923120
AT & T MOBILITY	287298103711X080	Cellphone: July 2024	07/25/2024	2,407.01	10005921120
AUTO ARCHITECTS	CA343056	Insurance claim repairs. Insurance check	07/02/2024	5,022.01	10005933120
B & R ENGINEERING SALES	26626	(54) Dura-Life Filter Bags for Metering Bi	07/24/2024	1,115.10	12001311200
BAKER TILLY VIRCHOW KRAUS	BT2874363	Services rendered through July 2024	07/31/2024	5,743.00	10005923120
BARR ENGINEERING CO	23692776.02-8	Air Permitting For Railroad Tie Fuel Proj	07/31/2024	2,022.00	12005506120
BARR ENGINEERING CO	23691767.03-117	Wellhead Protection Scope Addition Care	08/07/2024	3,444.00	11001107300
BARR ENGINEERING CO	23692705.02-6	Prof Services Jun 15 to July 12 2024 (IN	08/07/2024	12,286.00	12001311200
BARR ENGINEERING CO	23692705.02-5	Prof Services May 18 to Jun 14 2024 (IN	07/13/2024	14,324.00	12001311200
BARR ENGINEERING CO	23692705.01-3	Barr WO 2023-04 Blow Down Tanks Desi	06/13/2024	9,423.00	12001312100
BARR ENGINEERING CO	23692705.01-3	Design of Plant Blowdown System to Ma	06/13/2024	13,178.50	12001312100
BARR ENGINEERING CO	23692705.02-4	Prof Services Apr 20 to May 17 2024 (IN	06/13/2024	35,363.50	12001311200

HIBBING PUBLIC UTILITIES

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
BARR ENGINEERING CO	23692705.02-3	Prof Services FEB 24 to APR 19 2024 (I	05/17/2024	44,196.48	12001311200
BOLTON & MENK, INC	0333012	Professional Services for 2024 Watermain	03/29/2024	14,918.00	11001107200
BOLTON & MENK, INC	0341885	41st Watermain Construction Eng serv	07/31/2024	18,812.00	11001107000
BOLTON & MENK, INC	0341886	Kelly Lake Watermain Construction Eng	07/31/2024	101,703.86	11001107000
BOLTON & MENK, INC	0342059	TH169 Watermain Construction Eng serv	07/31/2024	8,635.00	11001107000
BORDER STATES ELECTRIC	928688290	Beltline Sub Stn - 35kV UG Cable 2500 ft	07/12/2024	19,890.10	12001107000
BORDER STATES ELECTRIC	928688283	Gas Plant Sub Stn - 35kV UG Cable 250	07/12/2024	19,890.10	12001107000
BORDER STATES ELECTRIC	928688277	1st Ave Sub Stn - 35kV UG Cable 2500 ft	07/12/2024	19,890.10	12001107000
BORDER STATES ELECTRIC	928727834	15 kV, 600A Solid Blade Disconnect	07/19/2024	1,359.03	12005593120
BOUGALIS INC	APPLICATION 1 06	Watermain project 24-001 5/9/2024-6/21/	06/24/2024	833,152.07	11001107200
BOUGALIS INC	6709	Gas Service Crossing Highland Drive	08/07/2024	3,000.00	13005603120
BOUGALIS INC	24WTRMAIN_APP2	Capital Watermain - Kelly Lake-1st Ave	07/29/2024	470,144.91	11001107200
BOUGALIS INC	PR# 3 FIREHYDRA	2023 Hydrant Repair Project	06/19/2024	11,032.45	11001107000
BOUGALIS INC	6471	REPLACED HYDRANT FOR TEMP WAT	06/19/2024	5,500.00	11001107000

HIBBING PUBLIC UTILITIES

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Hibbing Public Utilities Commission

August 27th, 2024

Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
BRAUN INTERTEC CORP	B396837	Hazardous Building Materials Inspection-	08/20/2024	3,173.38	10005935430
C & J INTERIORS	70317	L&M to install carpet admin bldg room 10	07/18/2024	2,231.55	10005935220
CHEMTREAT INC.	CIN010724397	BL1581.55, BL2450.55	08/22/2024	4,770.40	12005506120
CORE & MAIN	V118822	3/4 SIPERL 1000G3-TRM SCRIV SM	07/17/2024	52,216.00	11001346000
CORE & MAIN	T489896	TOUCH PAD FOR WATER METERS	07/17/2024	4,788.00	11001346000
CORE & MAIN	T489896	3/4" s iperl 1000G3-TRM SCRIV SM	07/17/2024	81,984.00	11001346000
CORE & MAIN	V425733	water meter radios	08/13/2024	16,740.00	11001107000
CORE & MAIN	V422597	water meter radios	08/13/2024	150,660.00	11001107000
COSTIN GROUP INC	2412	Government Relations Consulting & Lob	07/31/2024	3,500.00	10005923120
CTC	21422597	Monthly Internet Services: 07/2024	07/12/2024	1,544.04	10005921120
CTC	21435657	Monthly Internet Services - 08/2024	08/12/2024	1,544.04	10005921120
DAKOTA SUPPLY GROUP	\$103847006.001	FIRE HYDRANTS 6" TRAFFIC 7 1/2 BU	07/17/2024	7,672.00	10001154000
DAKOTA SUPPLY GROUP	\$103847006.001	FIRE HYDRANTS 6" TRAFFIC 8 1/2 BU	07/17/2024	4,133.00	10001154000
DAKOTA SUPPLY GROUP	\$103961683.003	6" HYMAX2 COUPLING 6.42"-7.68"	08/19/2024	2,304.00	10001154000

HIBBING PUBLIC UTILITIES

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
DELTA DENTAL	CNS0001616739	DELTA DENTAL 07/21/24-07/27/24	07/27/2024	2,038.73	10005926115
DELTA DENTAL	CNS0001620862	DELTA DENTAL 07/28/24-08/03/24	08/03/2024	3,806.15	10005926115
DELTA DENTAL	CNS0001614785	DELTA DENTAL 07/14/24-07/20/24	07/20/2024	2,247.94	10005926115
DELTA DENTAL	CNS0001622696	DELTA DENTAL 08/04/24-08/10/24	08/10/2024	1,431.63	10005926115
DELTA DENTAL	CNS0001622696	DELTA DENTAL 08/04/24-08/10/24	08/10/2024	1,431.63	10005926115
DELTA DENTAL	CNS0001622696	DELTA DENTAL 08/04/24-08/10/24	08/10/2024	1,431.63	10005926115
DOWCO VALVE COMPANY	43467	Repair of Economizer Safety Valve Boiler	07/24/2024	4,530.00	12001107000
DUNCAN CO	3144441	8" 150# Flanged cast steel Gate Valve	07/03/2024	2,842.00	10001154000
ELECTRIC POWER ENGINEERS	30176	GIS consulting to digitize electric network	07/31/2024	2,142.00	12001107000
EMERSON LLLP	30773785	Flow transmitter for boiler 2A	07/26/2024	2,151.74	12001107000
EMERSON LLLP	30771907	Boiler 4A Dust Collector Hi Alarm Probe	07/24/2024	1,328.41	12001312200
EQUIPMENT RENTAL COMPAN	52042	utility box truck 110 labor and material	05/20/2024	24,450.00	10001392100
EQUIPMENT RENTAL COMPAN	52042	shovel basket truck 110 labor and materi	05/20/2024	1,350.00	10001392100
FORKLIFTS OF MN INC	01E0651810	warehouse forklift rental pick up and deli	07/10/2024	6,500.00	10005933120

HIBBING PUBLIC UTILITIES

Hibbing Public Utilities Commission
Utilities GARTNER REFRIGERATION CO 100960
GARTNER REFRIGERATION CO 101146
GOODIN COMPANY 3914020-00
GRAYBAR ELECTRIC COMPAN 9338482980
HAWKINS INC. 6820828
HAWKINS INC. 6832794
HAWKINS INC. 6842388
HECIMOVICH MECHANICAL CO 4291
HECIMOVICH MECHANICAL CO 4292
HECIMOVICH MECHANICAL CO 4293
HECIMOVICH MECHANICAL CO 4289
HIBBING ACH, CITY OF 000238-JUN 24-603

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
FRONTIER ENERGY	195179	Professional Services from July 1 - July 3	08/09/2024	2,456.50	12005911120
GARTNER REFRIGERATION CO	100960	Changed HVAC filters, washed condenso	07/25/2024	1,572.28	10005935120
GARTNER REFRIGERATION CO	101146	HVAC repairs labor	08/08/2024	1,280.00	10005935220
GOODIN COMPANY	3914020-00	COPPER PIPE TYPE K 3/4" 100' ROLL	08/08/2024	1,270.40	10001154000
GRAYBAR ELECTRIC COMPAN	9338482980	3" GRC ELBOW 90DEG 48RAD	08/13/2024	4,334.91	11001107000
HAWKINS INC.	6820828	CHOLORINE, SODIUM PERMANGANA	07/25/2024	7,548.30	11005641120
HAWKINS INC.	6832794	chlorine & hydrofluosilicic acid	08/08/2024	2,525.28	11005641120
HAWKINS INC.	6842388	150lbChlorine	08/19/2024	1,282.50	11005641120
HECIMOVICH MECHANICAL CO	4291	Silencer for Boiler 4 Steam Blow Line	08/15/2024	25,700.00	12001311200
HECIMOVICH MECHANICAL CO	4292	Wood Belt	08/20/2024	2,987.50	12001107000
HECIMOVICH MECHANICAL CO	4293	Boiler 4 ID Fan	08/20/2024	6,091.14	12001107000
HECIMOVICH MECHANICAL CO	4289	Blowdown System Structural Support	08/20/2024	69,133.22	12001312100
HECIMOVICH MECHANICAL CO	(4) 24"	Expansion Joints	08/07/2024	61,416.68	14001312100
HIBBING ACH, CITY OF	000238-JUN 24-603	June Landfill	07/18/2024	61,821.42	10002234200

HIBBING PUBLIC UTILITIES

Table List - Invoice Register - Monthly Invoices over \$1,000.00

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Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
HIBBING ACH, CITY OF	000238-JUN 24-603	June City Garbage	07/18/2024	189,055.24	10002234200
HIBBING ACH, CITY OF	000238-JUN 24-602	June Sewer	07/18/2024	333,686.51	10002234210
HIBBING ACH, CITY OF	000238-JUN 24-602	June Storm Sewer	07/18/2024	25,470.48	10002234220
HIBBING ACH, CITY OF	000238-JUL24-101	Garbage July	08/21/2024	253,284.98	10002234200
HIBBING ACH, CITY OF	000238-JUL24-101	Garbage July	08/21/2024	253,284.98	10002234200
HIBBING ACH, CITY OF	000238-JUL24-101	Garbage July	08/21/2024	253,284.98	10002234200
HIBBING ACH, CITY OF	000238-JUL24-101	Sewer July	08/21/2024	328,691.50	10002234210
HIBBING ACH, CITY OF	000238-JUL24-101	Sewer July	08/21/2024	328,691.50	10002234210
HIBBING ACH, CITY OF	000238-JUL24-101	Sewer July	08/21/2024	328,691.50	10002234210
HIBBING ACH, CITY OF	000238-JUL24-101	Storm Water July	08/21/2024	25,450.71	10002234220
HIBBING ACH, CITY OF	000238-JUL24-101	Storm Water July	08/21/2024	25,450.71	10002234220
HIBBING ACH, CITY OF	000238-JUL24-101	Storm Water July	08/21/2024	25,450.71	10002234220
IRON RANGE ENGINEERING A	64	Substation Work 2024	08/05/2024	16,677.50	12001107000
IRON RANGE TIRE SERVICE	34843	new wheels tires heat crew felling trailer	08/07/2024	1,186.08	10005933120

HIBBING PUBLIC UTILITIES

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Hibbing	Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
JASPER ENG & EQUIP CO	INV24J303031	Aurora6x8-18C REPAIR, BOOSTER 4 P	07/17/2024	5,855.00	11001331100	
JIVERY CONSTRUCTION	103496	directional drilling for streetlight cable	08/07/2024	21,930.00	12001107000	
JIVERY CONSTRUCTION	103497	directional drill 6th Ave E and 21st ST	08/16/2024	13,387.50	12001107000	
JIVERY CONSTRUCTION	103499	Directional Drilling for Gas Line on Townli	08/19/2024	1,170.00	13001380200	
KELLER FENCE COMPANY	6591	half-1st Ave substation perimeter fencing	07/30/2024	42,906.60	12001107000	
LINKINERGY INC ACH DO	381207	Monthly Gas Invoice for July 2024	08/05/2024	296,973.67	13005803200	
MADISON NATIONAL LIFE	1635581	LONG TERM DISABILITY INS AUG 202	07/24/2024	2,010.00	10005926115	
MADISON NATIONAL LIFE	1641890	LONG TERM DISABILITY INS SEPT 20	08/20/2024	1,670.41	10005926115	
MEDICARE BLUE RX	001119495	MEDICARE RX COVERAGE AUG 2024	07/05/2024	14,212.50	10005926115	
MINNESOTA INDUSTRIES INC	3375716	(2) 3D Cover Plates & Lower Bearing As	07/23/2024	1,619.90	12001311200	
MINNESOTA LIFE INSURANCE	75625651-00	ACTIVE LIFE INS 08/01/24-08/31/24	08/01/2024	2,188.55	10005926115	
MINNESOTA POWER ACH DO N	628966727352	MN POWER RISER POLE REPLACEM	10/07/2024	6,060.45	12001107000	
MINNESOTA POWER ACH DO N	628966727352	MN POWER RISER POLE REPLACEM	10/07/2024	6,060.45	12001107000	
MINNESOTA POWER ACH DO N	628966727352	MN POWER RISER POLE REPLACEM	10/07/2024	6,060.45	12001107000	

HIBBING PUBLIC UTILITIES

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
MINNESOTA POWER ACH DO N	07963231870	Monthly Invoice for July 2024	07/31/2024	558,839.60	12005555120
MINNESOTA POWER ACH DO N	07963231870	Monthly Invoice for July 2024	07/31/2024	558,839.60	12005555120
MIRROR MIRROR SALON	07222024	CONSERVATION IMPROVEMENT PRO	07/22/2024	1,394.63	12005911120
MN PEIP	1421332	ACTIVE EMPLOYEE HEALTH COVERA	08/10/2024	185,700.84	10005926115
MINN PUBLIC FACILITIES AUTHO	DWRF_03_0808202	Water Treatment plant MPFA-DWRF-L-F	08/08/2024	9,140.67	11005427000
MINN PUBLIC FACILITIES AUTHO	DWRF_03_0808202	Water Treatment plant MPFA-DWRF-L-F	08/08/2024	192,684.00	10002222000
MN REVENUE SALES TAX	08202024	MONTHLY SALES TAX JULY 2024	08/20/2024	120,966.00	10002241200
NORTH STATES CRANE & HOIS	12136	Annual Crane inspections Plant	08/12/2024	1,091.70	12005923120
NORTHLAND HYDRAULIC	13294	hydraulic cylinder line truck 64 bucket tru	08/01/2024	1,335.00	10005933120
NOVASPECT INC	PJ99011773	50% Milestone Subplate Drawing - Line	07/29/2024	10,385.00	12001107000
NOVASPECT INC	PJ99011814	2024 SERVICE AND MAINTENANCE A	08/01/2024	2,793.23	12005588120
NOVASPECT INC	PJ99011760	Turbine 6500 ATG--Completion of Design	07/24/2024	8,969.60	12001107000
NOVASPECT INC	PJ99011605	JUNE 2024 SERVICE AND MAINTENAN	06/03/2024	2,793.23	12005514120

HIBBING PUBLIC UTILITIES

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Hibbing	Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
NTS ENVIRONMENTAL SCIENC	INV3846	Environmental Sampling Services	07/31/2024	1,779.10	12005508120	
OHMAN INDUSTRIES INC	1189	Labor to Remove and Inspect Turbine Ro	06/20/2024	10,000.00	12001311200	
OHMAN INDUSTRIES INC	1189	Sandblasting Rotor From VPU	06/20/2024	3,000.00	12001107000	
OHMAN INDUSTRIES INC	1189	Transportation of Rotor	06/20/2024	1,500.00	12001107000	
OHMAN INDUSTRIES INC	1191	Work to Install Oil Seal on TG 3 Correctly	07/22/2024	2,679.06	12001107000	
OXYGEN SERVICE CO.	8750189	BLANKET PO - GASES FOR 2024	07/24/2024	1,100.31	12005508120	
PAUL SHAIN & SONS INC	1630.2	115 yards class 5 12TH AVE E Water Mai	08/15/2024	1,495.00	11001343000	
PITNEY BOWES-ACH DO NOT	8000900010784274	Postage & Supplies	08/04/2024	2,024.75	10005921120	
PITNEY BOWES-ACH DO NOT	8000900010784274	Postage & Supplies	08/04/2024	2,024.75	10005921120	
PITNEY BOWES-ACH DO NOT	8000900010784274	Postage & Supplies	08/04/2024	2,024.75	10005921120	
PREMIUM PLANT SERVICES	8629	VAC SERVICES Manhole #4	07/31/2024	2,920.75	11005611120	
PREMIUM PLANT SERVICES	8555	VAC SERVICES 2024 7/18/24	07/24/2024	2,629.25	11005611120	
RESCO	3044820	1st Ave Sub Stn - 23kV to 240/120V Pole	08/21/2024	2,311.00	12001107000	
RICE LAKE CONTRACTING CO	PAYAPP #4 073120	South Water Treatment Plant PayApp #4	07/31/2024	230,569.02	11001107100	

HIBBING PUBLIC UTILITIES

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Hibbing Public Utilities Commission

Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
ROAD MACHINERY & SUPPLIES	RA1236-002	mini x rental line crew	07/10/2024	2,324.75	10005933120
ROAD MACHINERY & SUPPLIES	RA1236-003	mini x linecrew	08/07/2024	2,324.75	10005933120
SAVANNA PALLETS	INV153641	BLANKET PO - WOOD SUPPLY FOR 20	07/29/2024	12,429.00	12005501320
SAVANNA PALLETS	INV153444	BLANKET PO - WOOD SUPPLY FOR 20	07/22/2024	36,887.40	12005501320
SAVANNA PALLETS	INV153864	BLANKET PO - WOOD SUPPLY FOR 20	08/05/2024	45,358.15	12005501320
SAVANNA PALLETS	INV154090	BLANKET PO - WOOD SUPPLY FOR 20	08/12/2024	25,161.00	12005501320
SAVANNA PALLETS	INV154355	BLANKET PO - WOOD SUPPLY FOR 20	08/20/2024	22,587.33	12005501320
SBS BLACKTOP SERVICE INC	564	RESTORAL PROJECT 2024	07/24/2024	29,469.12	11001107000
SCHWEITZER ENGINEERING L	INV-001008306	SEL-ARU Underground AutoRANGER F	08/06/2024	3,772.80	12001107000
SHAMROCK TRUCKING	160277077	Waste Hauling From Plant	08/15/2024	2,409.19	12005506120
SHAMROCK TRUCKING	15958T077	DISPOSAL OF WASTE FOR 2024 SVC	08/01/2024	1,460.00	12005506120
ST LOUIS COUNTY PUBLIC WO	284892	JUNE 2024 Fuel	07/23/2024	4,972.18	10005933120
ST LOUIS COUNTY PUBLIC WO	286438	JULY 2024 Unleaded Fuel	08/14/2024	4,008.01	10005933120
ST LOUIS COUNTY PUBLIC WO	286438	JULY 2024 DIESEL	08/14/2024	1,491.52	10005933120

HIBBING PUBLIC UTILITIES

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
STACK BROS. MECHANICAL	APP #2 25-2023 71	Boiler 2 Superheat Tube Replacement 2	07/13/2024	102,505.00	12001312100
STACK BROS. MECHANICAL	APP #3 25-2023 81	Boiler 2 Superheat Tube Replacement 2	08/10/2024	243,485.00	12001312100
STUART C IRBY CO	S013982079.001	(9) primary cabinets for substation project	07/25/2024	47,745.00	12001107000
T & R ELECTRIC SUPPLY CO IN	178672	Transformer, Padmount, 500kVA, 13.8kV	07/27/2024	17,931.00	12001107000
T & R ELECTRIC SUPPLY CO IN	178942	Transformer, Padmount, 500kVA, 13.8kV	08/10/2024	16,927.00	12005594120
MOBILE LEASE COMPLIANCE	08092024	OVERPAYMENT INHOUSE PAYMENT S	08/09/2024	2,086.83	10005921120
TONY'S EQUIPMENT REPAIR	1620	Hydrant replacement Townline Rd	07/18/2024	1,842.50	11001348000
TONY'S EQUIPMENT REPAIR	1625	dig & replace stand pipe leak 4TH AVE E	07/24/2024	1,675.00	11001345000
TONY'S EQUIPMENT REPAIR	1627	water main 12th AVE E	08/07/2024	2,292.50	11001343000
TONY'S EQUIPMENT REPAIR	1628	Pit Run 39th ST	08/07/2024	2,177.50	12001107000
TONY'S EQUIPMENT REPAIR	1630	water main 12th AVE E	08/11/2024	2,150.00	11001343000
TONY'S EQUIPMENT REPAIR	1623	water line 6th AVE E	07/23/2024	1,675.00	11001345000
TOTAL TOOL	02540106	4 PK LED BULBS W/W A19 60w EQIV 27	07/19/2024	4,075.20	10005930120
UNITED REFRactories INC	5063	basement wall leak repair	08/05/2024	5,178.00	12005511120

HIBBING PUBLIC UTILITIES

Table Lists - Invoice Register - Monthly Invoices over \$1,000.00

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Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
US BANK OPERATIONS CTR	PMT # 226	Loan Payment #226	07/22/2024	1,066.36	10005431120
USIC LOCATING Services, LLC	676002	July locating services	07/31/2024	22,082.87	10005580120
VC3 (CW TECHNOLOGY	160407	Monthly Billing for July 2024	07/23/2024	5,352.97	10005921120
VIRGINIA PUBLIC UTILITIES	42206	(30) Cal Gas Cylinders From VPU	07/31/2024	2,250.00	12001311200
VIRGINIA TRANSFORMER COR	79958	10 MVA Transformer - M234701A Rev 1-	08/13/2024	122,940.00	12001107000
AVISA - PENNY PELOSI	3159X07222024	Boom & Scissor Lift Training	07/22/2024	1,197.00	10005930140
VISA-ELIOT	7937X07222024	6/27 APGA - Conference Registration	07/22/2024	1,145.00	10005930140
WESCO RECEIVABLES CORP	423876	ABB-PIN 923A496G02 CBT-S 600:5 RF	07/23/2024	2,100.00	10005597120
WESCO RECEIVABLES CORP	421216	CUTOUT 15KV 300 AMP SOLID Silicone	07/17/2024	1,328.85	10001154000
WESCO RECEIVABLES CORP	425115	CUT OUTS 100 AMP 15KV SILICONE	07/25/2024	2,940.00	10001154000
WESCO RECEIVABLES CORP	432235	CLAMP 4/0 HOT LINE CU-6-400 6	08/07/2024	1,287.00	10001154000
WESCO RECEIVABLES CORP	098415	SUBSTATION CONDUCTOR ELBOWS	08/09/2024	2,711.44	12001107000
WEX HEALTH, INC.-	07252024	HSA CONTRIBUTIONS 2024 J.PETRON	07/25/2024	1,750.00	10005923120
WEX HEALTH, INC.-	07252024	HSA CONTRIBUTIONS 2024 G.TERPS	07/25/2024	3,500.00	10005923120

HIBBING PUBLIC UTILITIES

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Vendor	Invoice No	Description	Invoice Date	Amount	GL Account
XPRESS BILL PAY - ACH DO NO	INV-XPR014311	July Services	07/31/2024	2,602.43	10005903120
XPRESS BILL PAY - ACH DO NO	INV-XPR014311	July Services	07/31/2024	2,602.43	10005903120
XPRESS BILL PAY - ACH DO NO	INV-XPR014311	July Services	07/31/2024	2,602.43	10005903120
ZIELIES TREE SERVICE, INC	320240957	Vegetation Management Area "D"	07/28/2024	63,724.71	12001182306
ZIELIES TREE SERVICE, INC	320241005	7/31/24 storm support - vegetation cleani	08/04/2024	6,573.20	12005593120
ZIELIES TREE SERVICE, INC	320241046	TREE REMOVAL STORM WORK	08/13/2024	1,124.52	12005593120

Report Criteria:

Invoice Detail.Created date = 07/18/2024-08/23/2024

Invoice Detail.Total cost = {>} 1000.00



Hibbing Public Utilities Commission Authority Matrix – Version April 2022

P = Primary Responsibility C = Consenting A = Advises N = Notified I = Implements

	Commission	Chair	Vice Chair	General Manager	Controller	Risk Manager	AP / Payroll
Annual Budget	P			A	A		
Set Reserve Policy	P			A	A		
Budget Revision	P			A	A		
Strategic Plan	P			A	A		
Contract with total value exceeding \$25,000 or term greater than 5 years	P			*A	N		
Contracts with total value less than or equal to \$25,000 and term less than 5 years	N			P	N	**	
Bank Checks / ACH / Wires Greater than \$10,000	P			*A	N		
Emergency Purchases including End of the Month Gas Commodity Purchases	C	C	C	P	N		
Payroll and Statutorily Exempted Payments	C			P	N		I
Transfer of funds between accounts				N	P		I
Open/Close Bank Accounts	P			A	A		
Money Market / Investment Choices	C			A	P		
Purchase / Sale of Real Property	P			A	A		



Hibbing Public Utilities Commission Authority Matrix – Version April 2022

P = Primary Responsibility C = Consenting A = Advises N = Notified I = Implements

<i>Debt Issuance</i>	P			A	A		
<i>Credit Facility Issuance</i>	P			N	N		
<i>Short-term borrowings/repayments under Credit Facilities</i>		N	N	P	C		
<i>Implementing Controls and ensuring compliance with Authorizations</i>	N			P	A		
<i>Employee travel for safety, trade, and business training</i>	N			P	A		
* Delegation 1	Primary approval delegated to General Manager for review and transmittal of payments, ACH, checks, payroll and approved contracts until ratification at the Commission Meeting immediately following issuance.						
** Delegation 2	General Manager delegates approval of contracts of value less than \$10,000 and less 5 years in duration to the Risk Manager						
*** Delegation 3	General Manager delegates approval of payroll, transfers, and statutorily exempted payments to Accounts Payable and Payroll function.						



Item 5.B – Approve payroll paid & overtime report

Item 5.B – Approve payroll paid & overtime report

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 5.B – Approve payroll paid & overtime report for the July 25th, august 8th, & August 22nd, 2024 pay dates

Dear Commissioners;

Per HPU's Authorization and Approval matrix approved at the April 26th, 2022 commission Meeting, please find payroll and overtime reports for payroll dates subsequent to the last Commission meeting held July 23rd, 2024.

Sincerely;



Luke J. Peterson

Report Criteria:

Employee Transaction.Check Issue Date = 07/25/2024
Pay Code.Pay Code = 1-19, 25

Payroll Type	Amount
Total REGULAR WAGES:	188,329.03
Total REGULAR WAGES - FOREMAN:	2,689.60
Total REGULAR WAGES - LEAD:	574.94
Total OVERTIME WAGES:	14,588.05
Total OVERTIME WAGES - FOREMAN:	2,440.28
Total OVERTIME WAGES - LEAD:	510.90
Total SUNDAY PREMIUM:	1,613.88
Total VACATION PAY:	9,364.15
Total SICK & SAFE LEAVE:	520.32
Total SICK LEAVE - REGULAR:	13,152.85
Total UNEXCUSED SICK LEAVE:	.00
Total COMP FROM STADBY:	.00
Total COMP TIME EARNED:	.00
Total COMP TIME USED:	1,256.76
Total PERSONAL HOLIDAY:	2,066.80
Total SHIFT DIFFERENTIAL .75/HR:	504.00
Total LONGEVITY:	3,140.48
Total STANDBY:	6,225.06
Total LEAVE PAYOUT (NO RETIREMENT):	4,078.85
Total CERTIFICATE/LICENSE:	765.90
Grand Totals:	<u>251,821.85</u>

Report Criteria:

Employee Transaction.Check Issue Date = 08/08/2024
Pay Code.Pay Code = 1-19, 25

Payroll Type	Amount
Total REGULAR WAGES:	187,489.15
Total REGULAR WAGES - FOREMAN:	2,327.54
Total REGULAR WAGES - LEAD:	538.56
Total OVERTIME WAGES:	21,606.38
Total OVERTIME WAGES - FOREMAN:	1,309.34
Total OVERTIME WAGES - LEAD:	1,622.09
Total SUNDAY PREMIUM:	1,627.35
Total VACATION PAY:	13,276.98
Total SICK & SAFE LEAVE:	646.80
Total SICK LEAVE - REGULAR:	13,184.45
Total UNEXCUSED SICK LEAVE:	.00
Total COMP FROM STADBY:	.00
Total COMP TIME EARNED:	.00
Total COMP TIME USED:	1,233.32
Total PERSONAL HOLIDAY:	3,050.30
Total SHIFT DIFFERENTIAL .75/HR:	513.00
Total LONGEVITY:	3,100.62
Total STANDBY:	6,485.82
Total LEAVE PAYOUT (NO RETIREMENT):	5,369.45
Total CERTIFICATE/LICENSE:	765.90
Grand Totals:	<u><u>264,147.05</u></u>

Report Criteria:

Employee Transaction.Check Issue Date = 08/22/2024
Pay Code.Pay Code = 1-19, 25

Payroll Type	Amount
Total REGULAR WAGES:	173,929.35
Total REGULAR WAGES - FOREMAN:	2,229.67
Total REGULAR WAGES - LEAD:	567.36
Total OVERTIME WAGES:	17,717.98
Total OVERTIME WAGES - FOREMAN:	1,290.60
Total OVERTIME WAGES - LEAD:	684.33
Total SUNDAY PREMIUM:	1,518.60
Total VACATION PAY:	23,445.55
Total SICK & SAFE LEAVE:	693.60
Total SICK LEAVE - REGULAR:	9,429.76
Total UNEXCUSED SICK LEAVE:	.00
Total COMP FROM STADBY:	.00
Total COMP TIME EARNED:	.00
Total COMP TIME USED:	2,470.68
Total PERSONAL HOLIDAY:	3,030.92
Total SHIFT DIFFERENTIAL .75/HR:	544.50
Total LONGEVITY:	3,100.62
Total STANDBY:	7,283.56
Total LEAVE PAYOUT (NO RETIREMENT):	3,969.29
Total CERTIFICATE/LICENSE:	765.90
Grand Totals:	<u>252,672.27</u>



Item 5.C

Item 5.C – Approve Resolution 24-09: Authorizing Hibbing Public Utilities to make Application to and Accept Funds from Iron Range Resources and Rehabilitation Board Public Works Program

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 5.C – Approve Resolution 24-09: Authorizing Hibbing Public Utilities to make Application to and Accept Funds from Iron Range Resources and Rehabilitation Board Public Works Program

Dear Commissioners;

Please find attached for your consideration Commission Resolution 24-09. This resolution authorizes HPU staff to make application to and accept funds from the IRRR's Public Works Grant Program. HPU staff have submitted a program application requesting the amount of \$500,000 in support of the 2024 Watermain Replacement Projects.

Sincerely;



Luke J. Peterson

RESOLUTION NO. 24-09

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
HIBBING PUBLIC UTILITIES COMMISSION

RESOLUTION AUTHORIZING HIBBING PUBLIC UTILITIES TO MAKE APPLICATION TO AND ACCEPT FUNDS FROM IRON RANGE RESOURCES AND REHABILITATION BOARD PUBLIC WORKS PROGRAM

WHEREAS, the "Public Works" program is a funding opportunity administered through the Iron Range Resources & Rehabilitation Board (IRR) that will distribute \$6 million of funding to complete infrastructure projects that provide essential services and promote economic development, and,

WHEREAS, the Public Utility Commission of the City of Hibbing (a.k.a "HPU" or "the Commission") has duties and powers set forth in MN Statute Chapter 412 in addition to the duties and powers set forth in its own enabling statutes; and,

WHEREAS, HPU hereby certifies its authority to both apply and accept grant funds from the IRRR "Public Works" fund and any other sub-fund thereof; and,

WHEREAS, HPU is an eligible applicant to the IRRR "Public Works" Program seeking to complete the 2024 Watermain Replacement Projects

NOW BE IT RESOLVED that the Commission as the Approving Authority adopts this Resolution to apply and accept funding for the IRRR "Public Works" Program.

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution No.24-09 was declared duly passed and adopted this 27th day of August, 2024.

Jeff Hart
Chairman

Jesse Babich
Commission Secretary



Item 5.D

Item 5.D – Approve Resolution 24-10: Authorizing Hibbing Public Utilities Commission to Make Application to and Accept grant Funds from IRRR Revenue Bonds Issued per Minnesota laws 2024, Chapter 127, Article 69, Section 15-16

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 5.D – Approve Resolution 24-10: Authorizing Hibbing Public Utilities Commission to Make Application to and Accept grant Funds from IRRR Revenue Bonds Issued per Minnesota Laws 2024, Chapter 127, Article 69, Section 15-16

Dear Commissioners;

Please find attached for your consideration Commission Resolution 24-10. This resolution authorizes HPU staff to accept the \$4.77 million in funding allocated to Hibbing Public Utilities per Minnesota Laws 2024, Chapter 127, Article 69, Section 15-16, commonly referred to as the “Mineral Article”. These funds were allocated to HPU over the next two years for the purpose of “Water Infrastructure Projects”. \$3.0 million will be made available before end of year 2024, and the other \$1.77 million will be made available prior to the construction season of 2025. Specifically, these funds will be used to support the construction of the Carey Valley Water Treatment Plant.

Sincerely;



Luke J. Peterson

Hibbing Public Utilities Commission

RESOLUTION NO. 24-10

STATE OF MINNESOTA

COUNTY OF St. Louis

Hibbing Public Utilities Commission

**RESOLUTION AUTHORIZING HIBBING PUBLIC UTILITIES COMMISSION TO MAKE
APPLICATION TO AND ACCEPT GRANT FUNDS FROM IRRR REVENUE BONDS
ISSUED PER MINNESOTA LAWS 2024, CHAPTER 127, ARTICLE 69, SECTIONS 15-16**

WHEREAS THE authorizing authority approves of the attached application for the Carey Valley Water Treatment Plant project: and

WHEREAS THE authorizing authority agrees to accept funding for the underlying project if approved by IRRR.

NOW BE IT RESOLVED that the authorizing authority of the Hibbing Public Utilities Commission does adopt this resolution.

NOW BE IT RESOLVED that the Hibbing Public Utilities Commission may take all necessary action to apply for and receive the grant and the **AUTHORIZED SIGNOR/PROJECT CONACT** **Luke Peterson** is designated the authority to execute and deliver documents and forms related to the grant including but not limited to a grant agreement.

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution No. 24-10 was declared duly passed and adopted this 27th day of August, 2024.

Jeff Hart
Commission Chair

Jesse Babich
Commission Secretary



Item 5.E

Item 5.E – Approve Request for Contribution: North St. Louis County
Habitat for Humanity In-kind Contribution of Installation Services

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 5.E – Approve Request for Contribution: North St. Louis County Habitat for
Humanity In-kind Contribution of Installation Services

Dear Commissioners;

Please find attached for your review an approval the Request for contribution form from the North St. Louis County Habitat for Humanity 3rd Ave W. Home Construction Project. Habitat for Humanity is a worldwide organization that supports affordable housing in communities through the construction of high-quality, low-cost homes. This project is being completed in coordination with the construction programs from both the Hibbing High School and MN North Colleges. The commission has previously approved these in-kind contributions in the August of 2022 & 2023.

Sincerely;



Luke J. Peterson

3705 3rd Ave West



REQUEST FOR CONTRIBUTION

The Hibbing Public Utilities Commission (HPUC) has the statutory right to contribute annually a sum not to exceed one percent of the previous year's gross revenues, or \$20,000, whichever is less.

Any party wishing to make request for contribution from the Hibbing Public Utilities Commission must complete this form and submit it to the office of the General Manager, 1902 E. 6th Ave., Hibbing, MN 55746. The request will be brought to the Commission for discussion and action at the most practical regularly scheduled meeting of the Commission following receipt of the application form.

PURPOSE: By statute, HPUC contribution must be for the purpose of advertising, improving and developing the tourist, recreational, industrial, commercial, or vocational resources of the City of Hibbing.

REQUESTING PARTY INFORMATION:

NAME OF

ORGANIZATION: No St Louis City Habitat for Humanity

CHECK PAYABLE TO: _____

CONTACT NAME: Nathan Thompson PHONE NO. 218-749-8910

ADDRESS: 5558 Enterprise Drive NE Virginia MN 55746

DATE: 8-09-24

PROJECT DESCRIPTION: (Please provide project description including scope, estimated project costs, location, schedule, etc.)

New build, 3 bedroom house for 3705 3rd Ave West

This will be Hibbing's "17th" home built in partnership with the Hibbing High School building construction students, MN North College electrical construction maintenance program

AMOUNT OF REQUEST: All hook up fees

REASON FOR REQUEST: (Please describe the ways in which the request meets the statutory purpose, describe under PURPOSE above):

To keep our costs as low as possible to help our affordable housing project



REQUEST FOR CONTRIBUTION

HPUC DISPOSITION: (Not to be filled out by applicant)

Commission Secretary

Date

p/forms/admin/Request for Contribution.doc

-- REVERSE SIDE FOR HPUC USE ONLY --



Item 5.F

Item 5.F – Approve Request for Contribution: Mesaba Concert Association in the Amount of \$500

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 5.F – Approve Request for Contribution: Mesaba Concert Association in the Amount of \$500

Dear Commissioners;

Please find attached for your review an approval the Request for contribution form from the Mesaba Concert Association in the amount of \$500. The Mesaba Concert Association is a local organization that support the recreational resources of the City of Hibbing by planning and hosting a series of high-level concerts in local venues. The MCA concert season starts on September 5th. This organization is seeking sponsorship to support the concert season and in term, HPU will be listed as a sponsor in marketing materials.

Sincerely;



Luke J. Peterson



REQUEST FOR CONTRIBUTION

The Hibbing Public Utilities Commission (HPUC) has the statutory right to contribute annually a sum not to exceed one percent of the previous year's gross revenues, or \$20,000, whichever is less.

Any party wishing to make request for contribution from the Hibbing Public Utilities Commission must complete this form and submit it to the office of the General Manager, 1902 E. 6th Ave., Hibbing, MN 55746. The request will be brought to the Commission for discussion and action at the most practical regularly scheduled meeting of the Commission following receipt of the application form.

PURPOSE: By statute, HPUC contribution must be for the purpose of advertising, improving and developing the tourist, recreational, industrial, commercial, or vocational resources of the City of Hibbing.

REQUESTING PARTY INFORMATION:

NAME OF

ORGANIZATION: Mesaba Concert Association

CHECK PAYABLE TO: Mesaba Concert Association

CONTACT NAME: Jan Carey, MCA Board president

A handwritten signature in black ink that reads "Jan Carey".

PHONE NO. 218-263-7159

ADDRESS: 403 Highland Drive Hibbing, MN

DATE: 07-25-24

PROJECT DESCRIPTION: (Please provide project description including scope, estimated project costs, location, schedule, etc.)

In years past and recently in 2023, the Hibbing Public Utilities, generously provided financial support to MCA. In 2023, HPUC provided a direct financial contribution. The Mesaba Concert Association thanks the Hibbing Public Utilities for its recent and past financial support. We are now asking for renewal of your support.

A PUC contribution will be used to support the ongoing MCA operation in various ways. Such as:

- Membership postal solicitations - \$400
- HHS auditorium rental - \$1200
- Performers - \$3200 (average)

As a Mesaba Concert Association sponsor, you will be highlighted in the concert program, on the MCA website, throughout the MCA marketing campaign, and on various social media platforms.

The MCA season begins September 5, 2024 and runs through May 2025.

Your support will allow MCA to continue to provide the highest degree of professional entertainment to the community, which MCA has accomplished for over 75 years. Reciprocity, with Arrowhead Concert Association (ACA) – Virginia, allows members and sponsors to attend each association's concerts. Reciprocity will continue for 2024/25 in the historic Hibbing High School auditorium and in the new Rock Ridge High School Performing Arts Center, located off Hwy. 53 in Eveleth, MN. This means your contribution/sponsorship support will include all four MCA concerts **plus** five ACA concerts.

Your sponsorship is a gift to the community. MCA will showcase extraordinary performers to the stage of the historic Hibbing High School auditorium and your support will secure financial obligations to the MCA series only.

AMOUNT OF REQUEST: \$ 500.00 - \$ 2,000.00

REASON FOR REQUEST: (Please describe the ways in which the request meets the statutory purpose, describe under PURPOSE above):

Support of arts and cultural events as a recreational pastime will foster a healthy and educational *lifestyle of residents of the city of Hibbing. The MCA concert series enriches our community and* showcases the historic Hibbing High School Auditorium for the benefit of members and visitors.



Item 6.A

Item 6.A – Approve July 2024 Interim Financials

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.A – Approve July 2024 Interim Financials

Please find enclosed financials for July 31, 2024.

For the seven months ended July 31st, operating income totals approximately \$1.1 million which compares with \$515K for the same period in 2023. The increase in income in 2024 vs 2023 is attributable to decreased expenses in 2024. Total change in net position stands at approximately \$2 million compared to \$1 million at this time in last year due to decreases in expenses and slightly lower investment income.

Despite lower than budgeted revenue in 2024 due to a warmer winter, expenses have remained slightly lower than budget, and cashflow has remained consistent with expectations.

We look forward to answering any questions on these financials at the August 27th meeting. Baker Tilly's Bethany Ryers will also be in attendance.

Sincerely;

Sincerely;



Luke J. Peterson

Public Utilities Commission

Financial Statements and
Supplementary Information

July 31, 2024 and December 31, 2023

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Accountants' Compilation Report

To the Commissioners of
Hibbing Public Utilities Commission

Management is responsible for the accompanying financial statements of the Hibbing Public Utilities Commission, which comprise the statements of net position as of July 31, 2024 and December 31, 2023 and the related statements of revenues, expenses and changes in net position and cash flows for the seven months and year then ended, in accordance with accounting principles generally accepted in the United States of America. We have performed compilation engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America require the following:

- That the component unit, the Laurentian Energy Authority, be blended into the Hibbing Public Utilities Commission's financial statements.
- That the effects of Governmental Accounting Standards Board (GASB) No. 68, *Accounting and Financial Reporting for Pensions*, and GASB No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, be considered and included in the financial statements. Management has not adjusted the balances for July 31, 2024 because actuarial information is not yet available.

The items above have not been completed in accordance with generally accepted accounting principles. The effects of these departures from accounting principles generally accepted in the United States of America on financial position, results of operations and cash flows have not been determined.

Management has elected to omit the management's discussion and analysis, pension-related schedules, and other postemployment benefit-related schedules that accounting principles generally accepted in the United States of America require to be presented to supplement the financial statements. Such missing information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the financial statements in an appropriate operational, economic or historical context.

The accompanying Schedules of Departmental Revenues and Expenses and Budget to Actual Comparison are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

We are not independent with respect to Hibbing Public Utilities Commission.

Baker Tilly US, LLP

Madison, Wisconsin
August 22, 2024

Public Utilities Commission

Statements of Net Position

July 31, 2024 and December 31, 2023

	July 31, 2024	December 31, 2023
Assets and Deferred Outflows of Resources		
Current Assets		
Cash	\$ 5,709,036	\$ 2,666,160
Designated cash, other postemployment benefits	250,000	250,000
Investments	33,885,028	34,716,235
Restricted assets:		
Cash held for fuel assistance recipients	8,311	55,566
Cash held for customer deposits	461,993	457,832
Accounts receivable, net of allowance for doubtful accounts of \$146,472 and \$54,000, respectively	1,797,877	2,644,817
Unbilled revenues	2,312,649	2,312,649
Current maturities notes receivable, steam conversion program	44,000	44,000
Current portion of lease receivable	72,747	62,756
Inventories	1,370,724	1,215,047
Prepaid expense	705,308	705,198
	<hr/>	<hr/>
Total current assets	46,617,673	45,130,260
Noncurrent Assets		
Restricted assets:		
Bond reserve account	1,142,907	1,114,431
Notes receivable, Steam conversion program	186,606	225,238
Lease receivable	516,121	531,568
Investment in joint venture	907,128	909,029
Regulatory assets	4,021,129	4,031,506
Capital assets:		
Plant in service	161,226,930	160,455,110
Accumulated depreciation/amortization	(94,784,223)	(93,118,712)
Construction work in progress	8,237,227	1,380,975
	<hr/>	<hr/>
Total noncurrent assets	81,453,825	75,529,145
	<hr/>	<hr/>
Total assets	128,071,498	120,659,405
Deferred Outflows of Resources		
Related to net pension liability	1,096,135	1,096,135
Related to postemployment benefits liability	1,527,956	1,527,956
Related to the purchase of LEA	188,306	213,590
	<hr/>	<hr/>
Total deferred outflows of resources	2,812,397	2,837,681
	<hr/>	<hr/>
Total assets and deferred outflows of resources	<hr/> <hr/>	<hr/> <hr/>
	\$ 130,883,895	\$ 123,497,086

Public Utilities Commission

Statements of Net Position

July 31, 2024 and December 31, 2023

	July 31, 2024	December 31, 2023
Liabilities, Deferred Inflows of Resources and Net Position		
Current Liabilities		
Accounts payable	\$ 2,239,561	\$ 2,417,917
Accrued expenses	110,816	246,305
Due to City of Hibbing	607,427	557,707
Compensated absences payable	358,263	307,985
Current portion of lease liability	202,870	199,867
Current portion of long-term debt, bonds and notes payable	384,623	145,000
Current liabilities payable from restricted assets:		
Third-party advances for fuel assistance	8,311	55,566
Customer deposits payable	461,993	457,832
 Total current liabilities	 4,373,864	 4,388,179
 Noncurrent Liabilities		
Compensated absences payable	903,221	880,521
Total post employment liability	16,128,037	16,128,037
Net pension liability	3,478,154	3,478,154
Long-term debt, bonds and notes payable	5,667,746	155,000
Unamortized discount	(1,862)	(2,674)
Lease liability	342,404	447,592
 Total noncurrent liabilities	 26,517,700	 21,086,630
 Total liabilities	 30,891,564	 25,474,809
 Deferred Inflows of Resources		
Related to net pension liability	1,263,352	1,263,352
Related to postemployment benefits liability	4,207,334	4,207,334
Related to leases	588,868	594,324
 Total deferred inflows of resources	 6,059,554	 6,065,010
 Net Position		
Net investments in capital assets	69,065,076	68,725,035
Restricted for debt service	161,984	161,984
Unrestricted	24,705,717	23,070,248
 Total net position	 93,932,777	 91,957,267
 Total liabilities, deferred inflows of resources and net position	 \$ 130,883,895	 \$ 123,497,086

Public Utilities Commission

Statements of Revenues, Expenses and Changes in Net Position
Seven Months Ended July 31, 2024 and Year Ended December 31, 2023

	<u>July 31, 2024</u>	<u>December 31, 2023</u>
Operating Revenue		
Charges for services	\$ 18,527,085	\$ 30,323,571
Other	379,686	542,764
 Total operating revenues	 <u>18,906,771</u>	 <u>30,866,335</u>
Operating Expenses		
Operation and maintenance	15,676,765	26,774,910
Depreciation and amortization	2,119,168	4,503,029
 Total operating expenses	 <u>17,795,933</u>	 <u>31,277,939</u>
 Operating income (loss)	 <u>1,110,838</u>	 <u>(411,604)</u>
Nonoperating Revenues (Expenses)		
Investment income	871,544	2,039,017
Miscellaneous nonoperating income (expense)	30,261	(80,411)
Equity in net income of joint venture	(1,901)	(621,770)
Interest expense	(38,652)	(47,013)
 Total nonoperating revenues (expenses)	 <u>861,252</u>	 <u>1,289,823</u>
 Income (loss) before contributions	 1,972,090	 878,219
Capital Contributions		
Change in net position	3,420	640,245
 Net Position, Beginning	 <u>1,975,510</u>	 <u>90,438,803</u>
Net Position, Ending	<u>\$ 93,932,777</u>	<u>\$ 91,957,267</u>

Public Utilities Commission

Statements of Cash Flows

Seven Months Ended July 31, 2024 and Year Ended December 31, 2023

	July 31, 2024	December 31, 2023
Cash Flows From Operating Activities		
Receipts from customers	\$ 19,793,365	\$ 30,313,373
Distribution from joint venture	-	9,041,666
Principal collected from steam conversion loan program	33,400	59,674
Payments to suppliers	(12,465,862)	(26,183,453)
Payments for payroll and benefits	<u>(2,987,460)</u>	<u>(5,499,487)</u>
Net cash from operating activities	<u>4,373,443</u>	<u>7,731,773</u>
Cash Flows From Capital and Related Financing Activities		
Principal payments of general obligation revenue bonds	-	(140,000)
Payments for additions to property, plant and equipment	(8,765,885)	(15,415,725)
Payment for purchase of shares of joint venture	-	(759,890)
Proceeds from debt issued	5,752,369	-
Capital contributions received	3,420	717,245
Interest paid	<u>(37,840)</u>	<u>(45,621)</u>
Net cash from capital and related financing activities	<u>(3,047,936)</u>	<u>(15,643,991)</u>
Cash Flows From Investing Activities		
Investments income received	727,044	1,824,909
Investments matured	6,600,000	27,959,295
Investments purchased	<u>(5,652,769)</u>	<u>(25,036,768)</u>
Net cash from financing activities	<u>1,674,275</u>	<u>4,747,436</u>
Net change in cash	<u>2,999,782</u>	<u>(3,164,782)</u>
Cash, Beginning	<u>3,591,542</u>	<u>6,756,324</u>
Cash, Ending	<u>\$ 6,591,324</u>	<u>\$ 3,591,542</u>
Cash is Presented on the Statements of Net Position		
Cash	\$ 5,709,036	\$ 2,666,160
Designated cash	250,000	250,000
Restricted assets	<u>1,613,211</u>	<u>1,627,829</u>
Total cash and restricted assets	<u>7,572,247</u>	<u>4,543,989</u>
Less noncash equivalents included in restricted assets	<u>(980,923)</u>	<u>(952,447)</u>
	<u>\$ 6,591,324</u>	<u>\$ 3,591,542</u>

Public Utilities Commission

Statements of Cash Flows

Seven Months Ended July 31, 2024 and Year Ended December 31, 2023

	July 31, 2024	December 31, 2023
Reconciliation of Operating Income to Net Cash From Operating Activities		
Operating income (loss)	\$ 1,110,838	\$ (411,604)
Adjustments to reconcile operating loss to net cash from operating activities:		
Other nonoperating income (loss)	30,261	(80,411)
Depreciation and amortization	2,119,168	4,503,029
Distributions from joint venture	-	9,041,666
Change in operating assets, deferred outflows or resources, liabilities and deferred inflows of resources:		
Accounts receivable	846,940	(316,069)
Unbilled revenue	-	(256,024)
Other receivable	-	55,555
Inventories	(155,677)	(260,921)
Prepaid expenses	(110)	(655,475)
Receivable for steam conversion loan program	38,632	59,674
Lease receivable	-	(594,324)
Regulatory assets	10,377	43,620
Deferred outflows of resources	25,284	1,079,580
Accounts payable	403,615	(2,065,210)
Compensated absences payable	72,978	208,979
Accrued expenses	(135,489)	(18,466)
Due to City of Hibbing	49,720	(1,120,985)
Third-party advances for fuel assistance	(47,255)	(43,588)
Customer deposits payable	4,161	43,987
Accrued post employment benefits	-	(479,316)
Net pension liability	-	(1,155,065)
Deferred inflows of resources	-	153,141
Net cash from operating activities	\$ 4,373,443	\$ 7,731,773
Noncash Capital and Related Financing Activities		
Unrealized gain on investments	\$ 144,500	\$ 214,108
Noncash capital additions related to the purchase of LEA	\$ -	\$ 3,857,606

OTHER INFORMATION

Public Utilities Commission

Schedule of Departmental Revenues and Expenses
 Periods Ended July 31, 2024 and December 31, 2023

	Seven Months Ended July 31, 2024				
	Electric	Steam	Gas	Water	Total
Operating Revenue					
Charges for services	\$ 9,920,623	\$ 1,547,604	\$ 5,397,689	\$ 1,661,169	\$ 18,527,085
Other operating revenues	221,891	57,419	52,173	48,203	379,686
Others					
Total operating revenues	<u>10,142,514</u>	<u>1,605,023</u>	<u>5,449,862</u>	<u>1,709,372</u>	<u>18,906,771</u>
Operating Expenses					
Operation and maintenance	9,962,145	1,438,987	3,192,465	1,083,168	15,676,765
Depreciation and amortization	1,316,808	303,853	101,132	397,375	2,119,168
Others					
Total operating expenses	<u>11,278,953</u>	<u>1,742,840</u>	<u>3,293,597</u>	<u>1,480,543</u>	<u>17,795,933</u>
Operating income (loss)	<u>\$ (1,136,439)</u>	<u>\$ (137,817)</u>	<u>\$ 2,156,265</u>	<u>\$ 228,829</u>	<u>\$ 1,110,838</u>
	Year Ended December 31, 2023				
	Electric	Steam	Gas	Water	Total
Operating Revenue					
Charges for services	\$ 16,491,368	\$ 2,413,350	\$ 8,527,838	\$ 2,891,015	\$ 30,323,571
Other operating revenues	307,047	85,907	89,722	60,088	542,764
Others					
Total operating revenues	<u>16,798,415</u>	<u>2,499,257</u>	<u>8,617,560</u>	<u>2,951,103</u>	<u>30,866,335</u>
Operating Expenses					
Operation and maintenance	15,326,259	3,949,754	5,508,515	1,990,382	26,774,910
Depreciation	2,640,215	874,669	370,515	617,630	4,503,029
Others					
Total operating expenses	<u>17,966,474</u>	<u>4,824,423</u>	<u>5,879,030</u>	<u>2,608,012</u>	<u>31,277,939</u>
Operating income (loss)	<u>\$ (1,168,059)</u>	<u>\$ (2,325,166)</u>	<u>\$ 2,738,530</u>	<u>\$ 343,091</u>	<u>\$ (411,604)</u>

Public Utilities Commission

Budget to Actual Comparison

Seven Months Ended July 31, 2024

	Actual	Budget	Difference
Operating Revenue			
Electric revenue	\$ 10,142,514	\$ 10,181,859	\$ (39,345)
Steam revenue	1,605,023	1,653,501	(48,478)
Gas revenue	5,449,862	6,090,256	(640,394)
Water revenue	1,709,372	1,661,146	48,226
 Total operating revenues	 18,906,771	 19,586,762	 (679,991)
Operating Expenses			
Electric:			
Operation and maintenance	9,962,145	9,521,417	440,728
Depreciation	1,316,808	905,307	411,501
 Total electric	 11,278,953	 10,426,724	 852,229
Steam:			
Operation and maintenance	1,438,987	2,651,817	(1,212,830)
Depreciation	303,853	305,113	(1,260)
 Total steam	 1,742,840	 2,956,930	 (1,214,090)
Gas:			
Operation and maintenance	3,192,465	3,059,249	133,216
Depreciation	101,132	102,485	(1,353)
 Total gas	 3,293,597	 3,161,734	 131,863
Water:			
Operation and maintenance	1,083,168	1,116,715	(33,547)
Depreciation	397,375	382,501	14,874
 Total water	 1,480,543	 1,499,216	 (18,673)
 Total operating expenses	 17,795,933	 18,044,604	 (248,671)
Operating Income (Loss)			
Electric	(1,136,439)	(244,865)	(891,574)
Steam	(137,817)	(1,303,429)	1,165,612
Gas	2,156,265	2,928,522	(772,257)
Water	228,829	161,930	66,899
 Total operating income (loss)	 \$ 1,110,838	 \$ 1,542,158	 \$ (431,320)



Item 6.B

Item 6.B – Ansley & 1st Ave Substation Project – Related Bids & Quotes

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.B – Ansley & 1st Ave Substation Project – Related Bids & Quotes

Dear Commissioners;

Hibbing Public Utilities has engaged in Substation Improvement Projects. These projects relate to the Ansley and 1st Avenue projects.

Sincerely;



Luke J. Peterson



Item 6.B.i

Item 6.B.i – Approve RESCO quote for a single phase padmount distribution transformer order in the Amount of \$32,492.30

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.B.i – Approve RESCO quote for a single phase padmount distribution transformer order in the Amount of \$32,492.30.

Dear Commissioners;

HPU requested quotes from Maddox, RESCO, and T&R for single phase padmount transformers. Due to supply chain and material sourcing issues, we were only able to get one vendor to quote and put us on their production list for Q4 2024.

RESCO: \$32,492.30

Sincerely;



Luke J. Peterson



Item 6.B.ii

Item 6.B.ii- Award PB 24-03 Substation Dirt, Excavation, and Foundation Work Lakehead Constructors in the Amount of \$261,800

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.B.ii- Award PB 24-03 Substation Dirt, Excavation, and Foundation Work Lakehead Constructors in the Amount of \$261,800

Dear Commissioners;

HPU solicited sealed bids for the dirt and foundation work required at our Substation project sites starting this fall. The Substation project sites are 1st Ave. & Ansley.

Staff received two sealed bids and would like to recommend Lakehead Constructors, Inc. as the low bidder for both project sites.

1. **Lakehead Constructors, Inc:** \$261,800.00
2. Lake States Construction, LLC: \$263,652.00

Sincerely;



Luke J. Peterson



Item 6.B.iii

Item 6.B.iii– Approve Amptek Inc. for Electrical Work at the Ansley Location in the Amount of \$110,110

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.B.iii– Approve Amptek Inc. for Electrical Work at the Ansley Location in the Amount of \$110,110

Dear Commissioners;

Staff requested proposals from electrical contractors for non-line work required at the Ansley Substation project site starting this fall. This contractor's scope of work will include work on the ground grid, placing conduits, pulling cables.

Staff received two proposals and would like to recommend Amptek Inc. as the low proposal for the Ansley project site.

1. **Amptek Inc.: Ansley \$110,110.00**
2. Hunt Electric: Ansley \$274,724.74

Sincerely;



Luke J. Peterson



Item 6.B.iv

Item 6.B.iv– Approve Amptek Inc. for Electrical Work at the 1st Ave. Location in the Amount of \$150,120

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.B.iv– Approve Amptek Inc. for Electrical Work at the 1st Ave. Location in the Amount of \$150,120

Dear Commissioners;

Staff requested proposals from electrical contractors for non-line work required at the 1st Ave Substation project site starting this fall. This contractor's scope of work will include work on the ground grid, placing conduits, pulling cables.

Staff received two proposals and would like to recommend Amptek Inc. as the low proposal for the 1st Ave project site.

1. Amptek Inc: 1st Ave. \$150,120.00
2. Hunt Electric: 1st Ave. \$318,794.67

Sincerely;



Luke J. Peterson



Item 6.B.v

Item. 6.B.v – Approve Schweitzer Engineering Laboratories for intelligent substation hardware in the Amount of \$28,920.21

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item. 6.B.v – Approve Schweitzer Engineering Laboratories for intelligent substation hardware in the Amount of \$28,920.21

Dear Commissioners;

Staff solicited quotes for intelligent hardware required at our Substation project sites. This will include: real-time automation controllers, I/O cards for the main breaker relay, a satellite clock.

Sincerely;



Luke J. Peterson

Please address purchase orders to:
 Schweitzer Engineering Laboratories, Inc.
 2350 NE Hopkins Court
 Pullman, WA 99163

Reference this quote number and send purchase orders to:

Business Email swick@pro-techpower.com

Created Date	8/7/2024	Quote Number	00375329
Account Name	Hibbing Public Utilities Commission	Expiration Date	10/6/2024
Sold To Contact	Samantha Adams	Prepared By	Samantha Wick
Sold To Contact	samantha.adams@hpuc.com	Sold To Sales Channel	Pro-Tech Power Sales
Email		Business Email	swick@pro-techpower.com
		Phone	+16516330573

Lead Time (working days ARO + transit time):

3350#DNMG - 13 Days
 9764L1B0 - 6 Days
 9762L5X0 - 6 Days
 2401#0201 - 6 Days
 2812MRX0 - 2 Days

Line No.	Part Number	Description	Sales Price	Quantity	Total Price
1	3350#DNMG	SEL-3350 Automation Controller	USD 7,183.77	3.00	USD 21,551.31
2	9764L1B0	SELECT 4DI/4DO (24 Vdc/Vac DI)	USD 266.20	3.00	USD 798.60
3	9762L5X0	SELECT 8AI	USD 519.09	3.00	USD 1,557.27
4	2401#0201 (24010XXX4)	SEL-2401 Satellite-Synchronized Clock	USD 1,404.81	3.00	USD 4,214.43
5	2812MRX0 (2812MRX0)	SEL-2812 Fiber-Optic Transceivers With IRIG-B	USD 266.20	3.00	USD 798.60

Grand Total USD 28,920.21

Lead Time

Lead times are confirmed upon receipt of a complete purchase order and can be subject to change due to special circumstances.
 Lead times do not include delivery times.

Typical Lead Times

Ship-from-stock products: 2 business days

All other products: 4–10 business days

Faulted-circuit indicators and sensors: Confirmed at time of order

End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

Manuals

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a separate line item and may be subject to freight charges.

Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.

Payment Terms

Net 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.

Quote Terms

Prices are based on quoted quantities and may change if quantities change. Prices do not include sales tax.

Information within this quotation is for your evaluation purposes only. Disclosure of this information outside of your company is prohibited.

Purchase order modifications or cancellations may result in additional fees and adjustment to delivery schedule. To prevent delays, please carefully review the part number descriptions listed in the above table to ensure ordering options will meet requirements.

SEL values your right to privacy, and uses personal data provided to SEL only for our legitimate business interests. More information may be found at the [SEL Privacy Policy](#). You may exercise your rights related to your personal data by contacting the SEL Data Protection Officer at data_protection@selinc.com.

All sales are subject to the attached SEL Sales Terms, available on SEL's website (<https://www.selinc.com/termsandconditions/unitedstates>) and incorporated herein by reference unless Buyer and SEL has a Master Agreement or signed negotiated terms on file.

Part Number	Description	Part Options
		Processor -- Intel Atom x5-E3940 Quad Core, 1.6 GHz RAM -- 8 GB Operating System -- SEL Real-Time Automation Controller (RTAC) Client Access License -- None Conformal Coat -- None Chassis and Mounting -- Horizontal 1U Rack Mount Power Supply A -- 48-125 Vdc or 110-120 Vac Power Supply B -- None SSD Slot 1 -- SLC 32 GB Industrial Grade SSD SSD Slot 2 -- None Expansion Slot 1 -- None Expansion Slot 2 -- None Rear Ethernet Port Configuration -- 2 RJ-45 10/100/1000 Mbps, 2 SFP Fiber Rear Ethernet Port 1 -- RJ45 Rear Ethernet Port 2 -- RJ45 Rear Ethernet Port 3 -- SFP Dust Cover Rear Ethernet Port 4 -- SFP Dust Cover Web Human Machine Interface (HMI) -- No Audit Utilities -- No August 27th, 2024 IEC 61850 MMS Client and File Services -- No



3350#DNMG	SEL-3350 Automation Controller	<p>IEC 61850 MMS Server and File Services -- No IEC 61850 Goose -- No EtherNet/IP -- No Grid Connect -- No Grid Connect 5 MW -- No Horizon SVPplus -- No Horizon Power System Model -- No Dynamic Disturbance Recorder -- No Meter Report Trend Recorder -- No Report Generator/Email Client -- No FTP Sync -- No FileIO -- No Continuous Recording -- No Condition Monitoring -- No OPC UA Server -- No OPC UA Client -- No OT SDN Flow Controller -- No DMA Maximum Simultaneous Connection Count -- None - SEL Blueframe application platform with management tools - No DMA DMA Disturbance Monitoring -- No DMA Configuration Monitoring -- No DMA Credential Management -- No DMA Custom Monitoring -- No DMA Bundle -- No DMS FLISR -- No FLISR Feeder Quantity -- N/A Protocol Services -- No Protocol Service Data Point Level -- Level 0 SEL Compass -- No SEL-5030 AcSELerator QuickSet -- No SEL-5033 ACSELERATOR RTAC -- No SEL-5045 AcSELerator Team -- No SEL-5601-2 Synchrowave Event -- No SEL-5073 Synchrowave Phasor Data Concentrator -- No SEL-5815 PRP Driver for Windows -- No McAfee - Embedded Control -- No</p>
9764L1B0	SELECT 4DI/4DO (24 Vdc/Vac DI)	
9762L5X0	SELECT 8AI	
2401#0201 (24010XXX4)	SEL-2401 Satellite-Synchronized Clock	Conformal Coat -- None Antenna -- Complete Antenna Installation Kit
2812MRX0 (2812MRX0)	SEL-2812 Fiber-Optic Transceivers With IRIG-B	EIA-232 Connector -- Male DB-9 IRIG-B -- IRIG-B Receiver Conformal Coat -- None



Item 6.B.vi

Item 6.B.vi – Approve Lake States Construction, LLC for Line Work at project sites in the Amount of \$126,692.50.

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.B.vi – Approve Lake States Construction, LLC for Line Work at project sites in the Amount of \$126,692.50

Dear Commissioners;

HPU requested proposals for line work required at our Substation project sites starting this fall. The Substation project sites are 1st Ave. & Ansley. The contractor's line work will include setting poles, building regulator platforms, and framing/building risers and station service transformer/equipment on the poles.

Staff received two proposals and would like to recommend Lake States Construction, LLC as the low bidder for both project sites.

1. **Lake States Construction, LLC: \$126,692.50**
2. Jolma Utilities, LLC: \$186,856.66

Sincerely;



Luke J. Peterson



Item 6.C

Item 6.C – 2024 HREC Capital Projects – Related Proposals & Quotes

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.C – 2024 HREC Capital Projects – Related Proposals & Quotes

Dear Commissioners;

The scopes for the following items have already been approved, therefore each project is presented to the commission as a whole for final approval requests for approval for proposals and quotes related to the HREC 2024 Capital Projects.

Sincerely;



Luke J. Peterson



Item 6.C.i

Item 6.C.i – Approve Wolf material Handling Systems for Wood Unloader Replacement Chain in the amount of \$26,930

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.C.i – Approve Wolf material Handling Systems for Wood Unloader Replacement Chain in the amount of \$26,930

Dear Commissioners;

For your consideration, Hibbing Public Utilities has received quotes from several different vendors for a replacement chain for the wood unloader drag chain. The vendors and prices are Applied Industrial Technologies at \$30,449.75, Wolf Material Handling Systems at \$26,930.00, and Hecimovich Mechanical at \$36,975.00. Our recommendation is to go with the low price and purchase the chain from Wolf Material Handling Systems.

Please see attachments and note shipping is not included for the first two quotes.

Thank you for your consideration.

Sincerely;



Luke J. Peterson



Hibbing Public Utilities
Paul Plombon
1902 E 6th Avenue
Hibbing, MN 55746

Proposal No. 24-SPQ8029
Date: 7/24/24

Paul:

Wolf Material Handling is pleased to quote you the following drag chain:

<u>Qty</u>	<u>Description</u>	<u>Cost</u>
387'	WD480 Chain with winged attachments, 8" pitch x 116 pitches long, wide series drag chain 5 strands 116 pitches at 77'-4"	\$26,930.00 USD
1	WD480 7/8" Rivet	\$7.00 USD Per
Total Cost		\$26,937.00 USD

PLEASE RETURN A SIGNED COPY OF THIS DOCUMENT WITH YOUR PURCHASE ORDER

PAYMENT TERMS: Net 30 Days.

TRANSPORTATION: Bestway

SHIPMENT: Shipment of the chain listed herein can be made in approximately 3-4 weeks after a P.O. has been issued.

FREIGHT: To **Hibbing, MN** outbound Freight will be prepaid and added to your invoice.

TAXES: Not included in the above pricing.

Please call if you have any questions.

Sincerely,

Nick Morgan
Purchasing Agent
Wolf Material Handling Systems/Hoffmann Group
563-260-4947
Nmorgan@hoffmanninc.com

©Wolf Material Handling Systems 2023



Item 6.C.ii

Item 6.C.ii – Award Best Value Proposal: TG #6 Major Overhaul to Ohman Industries in the Amount of \$565,280

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.C.ii – Award Best Value Proposal: TG #6 Major Overhaul to Ohman Industries in the Amount of \$565,280

Dear Commissioners;

For your consideration, Hibbing Public Utilities has received a proposal for the Major Overhaul of our Turbine/Generator #6 under a procurement that was conducted on a "best value" basis. This is a every 5-year inspection required by FM Global. The proposal deadline was August 12th at 1000. The one proposal from Ohman Industries was evaluated by our contract committee for best value. Our recommendation is to award the Major Inspection to Ohman Industries in the amount of \$565,280.00.

Please see attached proposal.

Thank you for your consideration.

Sincerely;



Luke J. Peterson



Item 6.C.iii

Item 6.C.iii – Authorize Request for Proposals 24-05: TG #3 Rotor Repair

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.C.iii – Approve Request for Proposals 24-05: TG #3 Rotor Repair

Dear Commissioners;

HPU is requesting Commission authorization to seek proposals for HREC's Turbine 3 Rotor Inspection and Repair.

Staff is requesting authorization to seek proposals under best-value contractions methods, governed by MN 2023 Laws, 16C.28, Subd. 1.b. among others.

If approved, the procurement for RFP 24-05 would be as follows:

- Advertisement - August 2024
- Walkthrough – September 2024
- Proposal Due Date – September 2024
- Award Contract

Thank you for your consideration.

Sincerely;



Luke J. Peterson



Project Manual
Request for Proposal 24-05

Turbine #3 Rotor Repair

Hibbing Public Utilities

August 2024

CERTIFICATIONS PAGE

PROJECT MANUAL

FOR

TURBINE #3 ROTOR REPAIR

REQUEST FOR PROPOSAL #: 24-05

HIBBING PUBLIC UTILITIES COMMISSION

HIBBING, MN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer (or designee) under the laws of the State of Minnesota.

Signature: _____

Typed or Printed Name: _____

Date: _____ License Number: _____

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Turbine #3 Rotor Repair REQUEST FOR PROPOSAL #: 24-05

HIBBING PUBLIC UTILITIES COMMISSION HIBBING, MN

This Project Manual incorporates, either in full or in part, various EJCDC copyrighted documents. Documents incorporated in full are subject to the copyright notice in the EJCDC document footnotes. For those EJCDC documents excerpted, modified, or incorporated in part, those portions of the text that originated in copyrighted EJCDC documents remain subject to the EJCDC license and copyright. Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Proposal Requirements, Contract Forms and Conditions of Contract

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00 21 13	INSTRUCTIONS TO BIDDERS
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00 51 00	NOTICE OF AWARD
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00 52 00	AGREEMENT FORMS
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00 61 13.13	PERFORMANCE BOND FORM
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00 61 13.19	WARRANTY BOND FORM
00 72 00	C-700 2018 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
00 73 00	C-800 2018 SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT
00 62 11	SUBMITTAL TRANSMITTAL FORM

Specifications

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48 11 19	STEAM TURBINES

****END OF SECTION****

ADVERTISEMENT FOR PROPOSALS

**Turbine #3 Rotor Repair
REQUEST FOR PROPOSAL #: 24-05**

HIBBING PUBLIC UTILITIES COMMISSION
HIBBING, MN

RECEIPT AND OPENING OF PROPOSALS: Proposals for the work described below will be received by the Manager of Energy Supply of the Hibbing Public Utilities until 10:00 a.m. on September 23, 2024.

DESCRIPTION OF WORK: The work includes the disassembly, inspection, testing, and reassembly of Turbine #3's rotor as described in the Specifications for Request for Proposal 24-05.

COMPLETION OF WORK: Contractor shall initiate work on or before October 14, 2024, and all work under the Contract must be complete by December 31, 2024.

PLAN HOLDERS LIST, ADDENDUMS AND BID TABULATION: The plan holders list, addendums and bid tabulations will be available for download on-line at www.questcdn.com.

TO OBTAIN PROPOSAL DOCUMENTS: Complete digital project documents are available www.questcdn.com. You may view the digital plan documents for free by entering QuestCDN project #XXXXXXX on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

PROPOSAL SUBMITTAL: ALL proposals shall be submitted electronically through QuestCDN.com, QuestCDN Project #9226459 no later than the date and time prescribed.

BID SECURITY: A Proposal Bond in the amount of not less than 5 percent of the total amount bid, drawn in favor of Hibbing Public Utilities Commission shall accompany each bid.

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all proposals and to waive any irregularities and informalities therein and to award a contract to the Proposer that offers the best value to the HPU as determined based on the Selection Criteria, if, in their discretion, the interest of the owner would be best served thereby.

DATED: 8/28/2024

/S/ Luke Peterson

General Manager

Published:

QuestCDN: www.QuestCDN.com; project number XXXXXXXX

Mesabi Tribune: xx

*****END OF SECTION*****

INSTRUCTIONS TO RESPONDENTS

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Respondents have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Respondents have the meanings indicated below:

- A. Issuing Office—The office from which the Proposal Documents are to be issued, and which registers plan holders.

ARTICLE 2—PROPOSAL DOCUMENTS

2.01 Respondent shall obtain a complete set of Proposal Requirements and proposed Contract Documents (together, the Proposal Documents). See the Agreement for a list of the Contract Documents. It is Respondent's responsibility to determine that it is using a complete set of documents in the preparation of a Proposal. Respondent assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Respondent itself or by its prospective Subcontractors and Suppliers.

2.02 Proposal Documents are made available for the sole purpose of obtaining Proposals for completion of the Project and permission to download or distribution of the Proposal Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Respondent may register as a plan holder and obtain complete sets of Proposal Documents, in the number and format stated in the Advertisement or invitation to bid. Respondents may rely that sets of Proposal Documents obtained in this manner are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 Owner is not responsible for omissions in Proposal Documents or other documents obtained from plan rooms or other sources, or for a Respondent's failure to obtain Addenda if they are not a registered plan holder.

2.05 *Electronic Documents*

A. When the Proposal Requirements indicate that electronic (digital) copies of the Proposal Documents are available, such documents will be made available to the Respondents as Electronic Documents in the manner specified.

1. Proposal Documents will be provided in Adobe PDF (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer (or designee) and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer (or designee) cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer (or designee) cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Proposal Documents, the Respondent may use and rely upon complete sets of Electronic Documents of the Proposal Documents, described in Paragraph 2.05.A above. However, Respondent assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Proposal Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Respondent's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF RESPONDENTS

3.01 MN §16C.285 Responsible Contractor Requirement

- A. The Owner cannot award a construction contract more than \$50,000 unless the Respondent is a “responsible contractor” as defined in Minnesota Statutes § 16C.285, subdivision 3. A Respondent submitting a proposal for the project must verify that it meets the minimum criteria specified in that statute by submitting the Responsible Contractor Acknowledgement with the Proposal Document. A company owner or officer must sign the Responsible Contractor Acknowledgment under oath verifying compliance with each of the minimum criteria. Respondents must obtain verifications of compliance from all subcontractors. A Respondent must submit signed copies of verifications and certifications of compliance from subcontractors upon the HPU’s request.
- B. A Respondent or subcontractor who does not meet the minimum criteria established in MN Statutes § 16C.285, subdivision 3, or who fails to verify compliance with the criteria, will not be a “responsible contractor” and will be ineligible to be awarded the Contract for the project or to work on this project. Making false statement verifying compliance with any of the minimum criteria will render the Respondent or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Respondent or subcontractor that makes a false statement.

ARTICLE 4—SITE VISIT / WALKTHROUGH

- 4.01 A site visit / walk through will be held on September 18th for this Project. This is not mandatory.
- 4.02 To schedule a walk-through, you will be required to RSVP at paul.plombon@hpuc.com.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Proposal Documents. By definition, the Site includes facilities, rights-of-way, easements, and other lands and property furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site and Equipment Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - 1) Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Respondent on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Respondent is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Respondent is responsible for any interpretation or conclusion Respondent draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Respondents for reference:
 1. No other site related documents are available.

5.04 *Site Visit and Testing by Respondents*

- A. Respondent may visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit, the Respondent must not disturb any ongoing operations at the Site.
- B. Respondent shall conduct the required Site visit during normal working hours.
- C. Respondent is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Respondent general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Respondent deems necessary for preparing and submitting a successful Proposal. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Respondent is responsible for establishing access needed to reach specific selected test sites.
- E. Respondent must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Respondent must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site is governed by an Owner safety program. Owner safety program exists is noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Proposal Documents. If Owner is party to a written contract for such other work, then on

request, Owner will provide to each Respondent access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—RESPONDENT'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Proposal Form, Agreement

- A. The Proposal Form that each Respondent will submit contains express representations regarding the Respondent's examination of Project documentation, Site visit, and preparation of the Proposal, and certifications regarding lack of collusion or fraud in connection with the Proposal. Respondent should review these representations and certifications and assure that Respondent can make the representations and certifications in good faith, before executing and submitting its Proposal.
- B. If Respondent is awarded the Contract, Respondent (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Proposal Documents.
- 7.02 Respondent shall submit all questions about the meaning or intent of the Proposal Documents through QuestCDM.com.
- 7.03 Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Proposals may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Proposal must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Respondent's maximum Proposal price (determined by adding the base price and all alternates) and in the form of a Proposal bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Proposal bond will be issued in the form included in the Proposal Documents or the unmodified EJCDC version of the same form.
- 8.02 The Bid security of the apparent Successful Respondent will be retained until Owner awards the contract to such Respondent, and such Respondent has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Proposal security will be released. If the Successful Respondent fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Respondent to be in default, annul the Notice of Award, and the Proposal security of that Respondent will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Respondent defaults.
- 8.03 The Bid security of other Respondents that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Proposal opening, whereupon Proposal security furnished by such Respondents will be released.
- 8.04 Bid security of other Respondents that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Proposal opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 10.01 A Respondent must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Proposal Documents or in the Specifications. If a prospective Respondent objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Respondent should refrain from submitting a Proposal.
- 10.02 The apparent Successful Respondent, and any other Respondent so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Proposal opening.
- 10.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer (or designee), after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Respondent to submit an acceptable substitute, in which case apparent Successful Respondent will submit a substitute, Respondent's Proposal price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Proposals and making the Contract award.
- 10.04 If apparent Successful Respondent declines to make any such substitution, Owner may award the Contract to a secondarily-Ranked Respondent that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Proposal security of any Respondent. Any Subcontractor or Supplier, so listed and against which Owner or Engineer (or designee) makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer (or designee) subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 11—SUBMITTAL OF PROPOSAL

- 11.01 The Proposals must be submitted electronically by the Contractor and received by the Owner through QuestCDN.com, no later than 10:00 a.m. Central Time on the Proposal Due Date.
- 11.02 Paper mailed or hand delivered Proposals will not be accepted.
- 11.03 A Proposal by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 11.04 A Proposal by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 11.05 A Proposal by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 11.06 A Proposal by an individual must show the Respondent's name and official address.

- 11.07 A Proposal by a joint venture must be executed by an authorized representative of each joint venture in the manner indicated on the Proposal Form. The joint venture must have been formally established prior to submittal of a Proposal, and the official address of the joint venture must be shown.
- 11.08 The Proposal must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Proposal Form.
- 11.09 Postal and e mail addresses and telephone number for communications regarding the Proposal must be shown.
- 11.10 The Proposal must contain evidence of Respondent's authority to do business in the state where the Project is located, or Respondent must certify in writing that it will obtain such authority within the time for acceptance of Proposals and attach such certification to the Proposal.
- 11.11 If Respondent is required to be licensed to submit a Proposal or perform the Work in the state where the Project is located, the Proposal must contain evidence of Respondent's licensure, or Respondent must certify in writing that it will obtain such licensure within the time for acceptance of Proposals and attach such certification to the Proposal. Respondent's state contractor license number, if any, must also be shown on the Proposal Form.

ARTICLE 12—BASIS FOR AWARD – BEST VALUE

- 12.01 The Owner will award a contract to the Respondent that offers the best value with the most points determined according to ARTICLE 15 – SELECTION CRITERIA

ARTICLE 13—PROPOSAL REQUIREMENTS

- 13.01 The Proposal must include a cover page with:
 - 1) The name of the project
 - 2) The words "Proposal"
 - 3) The Proposer's name
 - 4) The date of Proposal submission
- 13.02 The Proposal applications submitted shall include all information as determined necessary and appropriate; including an executive summary, and in submitting an application for the Proposal the applicant attests that for any project it seeks to perform it shall:
 - A. Provide sufficient information to familiarize reviewers with the Proposer's ability to satisfy the technical requirements of this Project. Possess all valid, effective licenses, registrations or certificates required for the contractor, or its employees by federal, state, county or local law necessary for the type of work it seeks to perform, including but not limited to, licenses, registrations or certificates for any type of trade work or specialty work.
 - B. Meet all bonding requirements as required of it by applicable law or contract specifications.
 - C. Meet all insurance requirements as required of it by applicable law or contract specifications, including general liability insurance, workers' compensation insurance and unemployment insurance requirements.
 - D. Maintain and enforce a substance abuse policy for employees hired for Owner contracts that complies with State and Federal Law.
 - E. Pay all craft employees that it employs on public projects the wage rates and benefits required under any applicable prevailing wage law.
 - F. Fully abide by the equal employment opportunity and affirmative action requirements of all applicable laws, including Owner policies.

- G. Include the name, address, phone number, and e-mail address of the Proposer's sole point of contact for the Project. This point of contact must be available to answer questions regarding the contents of the Proposal during business hours and is responsible for transmitting and receiving information as necessary.
- H. Include a statement certifying the truth and correctness of the Proposal by an the same official signing off on the Proposal as following requirements of ARTICLE 12.

13.03 The Proposal must not exceed 10 single-sided pages, not including the cover page and executive summary. Any graphics, resumes, or other pages added to enhance the Proposal count against this page limit with the sole exception of Appendix A, which does not count towards the limit. Appendix A can have any number of pages so long as the individual resume page limit requirements are met in each instance. All pages counting against the Proposal limit must be numbered. The Proposal must be organized to correspond to and address the content requirements of the Scoring Criteria.

13.04 Provide an Appendix A "Resumes of Key Personnel" that includes only the resumes of the required Key Personnel. Each resume must be no longer than two pages. Any additional content in the Appendix (including resumes for personnel that were not required) will not be reviewed or considered. An individual may not fill more than one Key Personnel position unless specifically allowed in this document. If an individual fills more than one position in this manner only one resume is required.

Include the following items on each resume:

- A. A brief narrative describing the individual's recent career
- B. Relevant licensing and registration.
- C. Years of experience performing similar work.
- D. Actual work examples from similar projects including duties performed, percent of time on the job, and dates of work performed.

13.05 Provide a list of all similar projects the Respondent has worked on during the three-years prior to the date of the Proposals, including projects that may have commenced prior to the three-year period and projects that may not yet be complete. List must include a point of contact and phone number for each such project. Preference will be given to successful projects conducted with Owner.

13.06 The Proposal must include information that allows the Review Committee Members to efficiently review and evaluate the proposal according to the Selection Criteria outlined in ARTICLE 15. Any commitments made by Respondent regarding selection criteria are binding contractual commitments.

ARTICLE 14—SELECTION CRITERIA

14.01 The Proposal Review Committee will evaluate the Proposal based on the information provided by the Respondent in the Proposal Documents as well as the Owner's past experience with Respondent.

14.02 The maximum number of points the Proposal Review Committee will award is **200 points**, based on the summation of the points awarded to Respondent for each criterion.

- A. **Price (100 Points)** Lump sum price for all work required under the Contract Documents in order to provide a complete and functional project, including labor, materials, tooling, per diems, and equipment rentals.
- B. **Respondent's experience, or approach, to Minimize Change orders (10 Points)**
 - 1. Proposal must describe approach to preparing an appropriate project plan to keep costs as close to the base bid.

2. Proposal must describe experience working on contracts with public entities.

C. Respondent's experience, or approach, to Assess and Minimize Risk (20 Points)

1. Respondent's experience working on projects for MISO market entities and minimize risk to seasonal accreditation and MISO market reliability performance.
2. Respondent's approach to complete project within 60 days from notice to proceed and how potential risks to 60-day timeframe will be mitigated.
3. Respondent's ability to assess and minimize risks and ability to reduce risk associated with plant and personnel that could arise from improper or unsafe turbine overhaul technique.

D. Level of Customer Satisfaction on performance of previous projects (50 Points)

1. Respondent's record of performing previous projects on budget and ability to minimize cost overruns.
2. Respondent's demonstrated achievements in supporting Owner's mission to provide the best service at the lowest possible cost with the highest quality of workmanship.
3. Respondent's performance and timelines on previous projects.

E. Technical Abilities (20 Points).

1. Respondent's approach to abide by industry standards to complete major project work.
2. During warranty period, Respondent's approach to have technical expert on-site within two-hours to minimize potential damage to equipment
3. Respondent's ability to provide references of "like" work from previous projects.
4. Respondent's approach to suggest improvements to Owner's performance and improve operational efficiency from 'as found' conditions

ARTICLE 15—EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

15.01 Owner reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. Owner also reserves the right to waive all minor Proposal informalities not involving price, time, or changes in the Work.

15.02 Owner will reject the Proposal of any Respondent that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

15.03 If Respondent purports to add terms or conditions to its Proposal, takes exception to any provision of the Proposal Documents, or attempts to alter the contents of the Contract Documents for purposes of the Proposal, whether in the Proposal itself or in a separate communication to Owner or Engineer (or designee), then Owner will reject the Proposal as nonresponsive.

15.04 *Evaluation of Proposals*

- A. In evaluating Proposals, Owner will consider whether the Proposals comply with the prescribed requirements and other data, as may be requested in the Proposal Requirements or prior to the Notice of Award.

15.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Respondents and any proposed Subcontractors or Suppliers.

ARTICLE 16—BONDS AND INSURANCE

- 16.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Respondent delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 16.02 Article 8, Proposal Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 17—SIGNING OF AGREEMENT

- 17.01 When Owner issues a Notice of Award to the Successful Respondent, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Respondent must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Respondent, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 18—SALES AND USE TAXES

- 18.01 Hibbing Public Utilities is a tax-exempt entity. ST3 is available upon request.

ARTICLE 19—CONTRACTS TO BE ASSIGNED

ARTICLE 20—22.01 NO SUPPLEMENTARY CONDITIONS IN THIS ARTICLE.

Items to Be Submitted with the Proposal

for

Turbine #3 Rotor Repair

REQUEST FOR PROPOSAL #: 24-05

Hibbing Public Utilities Commission

Hibbing, MN

BID SECURITY FORM

Respondent Name: Address (<i>principal place of business</i>):	Surety Name: Address (<i>principal place of business</i>):
Owner Name: Hibbing Public Utilities Commission Address (<i>principal place of business</i>): 1902 E, 6th Avenue Hibbing, MN 55746	Proposal Project (<i>name and location</i>): Turbine #3 Rotor Repair REQUEST FOR PROPOSAL #: 24-05 <u>Proposal Due</u> <u>Date:</u>
Bond Penal Sum: Date of Bond:	
Surety and Respondent, intending to be legally bound hereby, subject to the terms set forth in this Proposal Bond, do each cause this Proposal Bond to be duly executed by an authorized officer, agent, or representative.	
Respondent	Surety
_____ <small>(Full formal name of Respondent)</small>	
By: _____ <small>(Signature)</small>	_____ <small>(Full formal name of Surety) (corporate seal)</small>
Name: _____ <small>(Printed or typed)</small>	_____ <small>(Signature) (Attach Power of Attorney)</small>
Title: _____	_____ <small>(Printed or typed)</small>
Attest: _____ <small>(Signature)</small>	_____ <small>(Signature)</small>
Name: _____ <small>(Printed or typed)</small>	_____ <small>(Printed or typed)</small>
Title: _____	_____ <small>(Printed or typed)</small>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint ventures, if necessary.</small>	

1. Respondent and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Respondent the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Respondent's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Respondent.
2. Default of Respondent occurs upon the failure of Respondent to deliver within the time required by the Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Respondent's Proposal and Respondent delivers within the time required by the Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents, or
 - 3.2. All Proposals are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Respondent within the time specified in the Proposal Documents (or any extension thereof agreed to in writing by Respondent and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Respondent and within 30 calendar days after receipt by Respondent and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Respondent, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Proposal due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Respondent and Surety, and in no case later than one year after the Proposal due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Respondent and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Proposal" as used herein includes a Proposal, offer, or proposal as applicable.

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PRIME CONTRACTOR BID FORM ATTACHMENT

PROJECT NUMBER: 24-05

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the bid form submitted for this project. A bid form received without this form, may be rejected.

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...	
Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested

	case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; *
(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; *
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; *
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; *
	*Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to August 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor

or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

*****END OF SECTION*****

Items to Be Executed After Proposal Opening

for

Turbine #3 Rotor Repair

REQUEST FOR PROPOSAL #: 24-05

Hibbing Public Utilities Commission

Hibbing, MN

NOTICE OF AWARD

Date of Issuance:

Owner: Hibbing Public Utilities Commission Owner's Project No.: 24-05

Project: Turbine #3 Rotor Repair

Contract Name:

Respondent:

Respondent's

You are notified that Owner has accepted your Proposal dated _____ for the above Contract, and that you are the Successful Respondent and are awarded a Contract for:

TG#3 Rotor Repair

The Contract Price of the awarded Contract is \$_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

____ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Respondent electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [number of copies sent] counterparts of the Agreement, signed by Respondent (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Respondents and in the General Conditions, Articles 2 and 6.
3. Deliver to Owner executed Section 00 51 11 "ADDITIONAL SUBCONTRACTORS LIST" in accordance with Minn. Stat. 16C.285 subd.3 Subclauses (1) to (7). Delivery is a condition precedent to execution of this contract and failure to submit this form shall be cause for the Owner to cancel Award of Contract and declare your Proposal security forfeited.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Proposal security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Hibbing Public Utilities Commission

By (signature): _____

Name (printed): _____

Title: _____

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**ATTACHMENT A-1****FIRST-TIER SUBCONTRACTORS LIST****SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT****PROJECT NUMBER:**

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that:	
All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ADDITIONAL SUBCONTRACTORS LIST
ATTACHMENT A-2
ADDITIONAL SUBCONTRACTORS LIST

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT
PROJECT NUMBER:**

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that:	
All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	



Item 6.D

Item 6.D

Item 6.D – Approve Bolton & Menk for Construction Engineering Services for 2024 Lead Service Line Projects in the amount of \$98,000

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 6.D – Approve Bolton & Menk for Construction Engineering Services for 2024 Lead Service Line Projects in the amount of \$98,000

Dear Commissioners;

Please find attached from Bolton & Menk a scope of work related to Construction Engineering of the 2024 Lead Service Line Projects in an amount not to exceed \$98,000. Commission authorization would allow for Bolton & Menk's continued oversight of the Lead Service Line Replacement Projects through the construction process. HPU staff recommends the Commission approve Bolton & Menk to continue as engineering consultants to the project.

Sincerely;



Luke J. Peterson



Real People. Real Solutions.

301 E Howard Street
Suite 26
Hibbing, MN 55746

Phone: (218) 231-0018
Bolton-Menk.com

Via Email

August 22, 2024

Mr. Luke Peterson, General Manager
Hibbing Public Utilities Commission
1902 E. 6th Ave.
Hibbing, MN 55746

Re: 2024 Capital Improvement Projects – Lead Service Line Replacement Project (HPU 24-004)
Construction Engineering Services

Dear Mr. Peterson,

On behalf of Bolton & Menk, Inc., we thank you for the opportunity to present this scope and fee letter to provide construction engineering services to the Hibbing Public Utilities (HPU) Commission's 2024 Capital Watermain Improvements- Lead Service Line Replacement Project (HPU 24-004).

Bids were received on July 22, 2024 and awarded by the Commission on July 23, 2024 to Bougalis Inc. This amended scope includes providing project administration through construction, construction surveying, onsite inspection of work, quality tracking, pay application development, public engagement services, and project closeout.

We appreciate the opportunity to continue serving HPU and value the great working relationship we have with staff and the commission. The enclosed scope of services presents our approach to delivering these capital improvement projects for the HPU. Please feel free to contact me with any questions or comments regarding the services proposed herein at Joshua.stier@bolton-menk.com or (218) 491-9434.

Sincerely,
Bolton & Menk, Inc.

A handwritten signature in blue ink, appearing to read 'Joshua G. Stier, P.E.'.

Joshua G. Stier, P.E.
Principal Engineer

Enclosure: Scope of Services

SCOPE OF SERVICES

Bolton & Menk, Inc. will complete the following scope of work:

Task 1: Construction Services

Subtask 1.1 Construction Administration

Bolton & Menk will perform construction administration for the Lead Service Line Replacement project. Our project manager will perform the following construction administration responsibilities:

- Host a preconstruction meeting
- Perform on-site review pertaining to work and progress as needed
- Attend weekly progress meetings
- Prepare change orders and written directives
- Review shop drawings, material lists, and suppliers
- Review and approve pay requests
- Review certified payrolls
- Facilitate PFA reimbursement
- Provide monthly progress updates for Commission meetings

Deliverables: Copies of meeting notes, change orders, directives, shop drawings, materials lists, supplier's lists, and pay requests.

Subtask 1.2 Field Staking

Bolton & Menk will complete the necessary field staking to facilitate construction. Our survey crews will complete construction staking on the following features:

- Vertical Control
- Construction limits
- Grading
- Proposed Watermain System
- Curb and gutter
- Miscellaneous infrastructure features

Deliverables: Field stakes

Subtask 1.3 Construction Observation Support

Bolton & Menk will provide the necessary staff to serve as construction project representatives (CPR) to assist the project manager with construction administration and perform daily observation of the contractor's work. The CPRs will be on-site full time throughout all stages of construction to observe and review the quality of work. Our proposed CPRs are experienced performing construction observation on similar projects and will perform the following tasks:

- Provide day-to-day construction observation and coordination between contractor, HPUC, city, and affected businesses and property owners
- Lead service line replacement documentation and coordination
- Maintain daily construction logs including daily notes and quantity tracking
- Prepare monthly pay requests
- Document construction of proposed utilities including collection of GPS shots on proposed utility network

Deliverables: Inspection notes, photos, and other field records, GIS data, Copy of any punch list items.

Subtask 4.4 Project Closeout

Bolton & Menk will perform a project close-out walkthrough on all the 2024 Capital Watermain Improvement Projects. We will develop a punch list of items to be completed by the Contractor prior to closing of the contract. We will develop drawings documenting the “as-built” conditions for the Commission’s records and future use. We will combine a record plan survey and all field information collected by the CPR, contractor, and subcontractors for use in preparing record drawings.

Deliverables: The record drawings will be provided to the city for review. Upon approval by the city, the final drawings will be provided in electronic (Adobe PDF) format for printing (if necessary) and archiving. One 11"x17" final hardcopy set will also be provided.

Subtask 4.5 Meetings and Public Involvement

Bolton & Menk will work with HPU staff on the public involvement and host informational meetings with Lead Service Line property owners prior to construction. We will conduct individual meetings with each property owner and stakeholder. These meetings will be in person and include the development of notification and meeting materials. We will host a project website that details project progress, schedule, and anticipated outages associated with the project. Our team will implement a project notification subscription box on the project website. This tool allows the public to sign up for either email or text message updates similar to data hosted on the project website.

Deliverables: onsite individual meetings, meeting materials, project website, notification toolbox

FEES

Bolton & Menk, Inc.’s proposed fees to provide the described work will be billed hourly based on the enclosed fee schedule with the total estimated cost to be:

Scope of Services Rates		
Task	Task Name	HPUC Project Number
		24-004
		Lead Service Line Replacement
1.1	Construction Administration	\$17,500.00
1.2	Field Staking	\$4,000.00
1.3	Construction Observation	\$60,000.00
1.4	Project Closeout	\$4,000.00
1.5	Public Engagement	\$5,000.00
Bolton & Menk (Hourly, Estimated)		\$90,500.00
Material Testing (Braun Intertec)		\$7,500.00
Total Estimated Fee (Hourly, Estimated)		\$98,000.00

* Costs are based on 20 lead service line replacement



Item 7.A

Item 7.A

Item 7.A – Approve RFP 24-04 for Job Classification and Compensation Study

August 27th, 2024

Jeff Hart
Commission Chair
1902 E. 6th Avenue
Hibbing, MN 55746

RE: Item 7.A – Approve RFP 24-04 for Job Classification and Compensation Study

Dear Commissioners;

HPU Management have been collaborating with staff on reviewing current job descriptions for necessary updates to summarize up to date requirements and job task summaries. The next step in our review is to issue a Request for Proposals for a Classification and Compensation Study. This study will help us simplify our class structures, identify paths for progression within our work groups, help in recruitment, assist in meeting requirements for alignment with the current market standards and help with updating our internal structure of all staff.

Enclosed is a copy of the RFP for a Classification and Compensation Study that will be led by a consultant, results reviewed in collaboration with AFSCME Local 94 leadership and Commission recommendations for any necessary updates planned tentatively for later this year.

For your consideration, please authorize staff to issue the enclosed RFP for a Classification and Compensation Study.

Sincerely;



Luke J. Peterson



Request for Proposals

Job Classification and Compensation Study

Request for Proposals Date: August 14, 2024
Proposals Due Date: September 3, 2024
Commission Considers Award: September 17, 2024
Project Completion Date: January 6, 2024

For Questions Regarding these Proposal Documents contact:
Stefanie Dickinson, Utility Resources Manager
Hibbing Public Utilities
1902 6th Ave E
Hibbing, MN 55746
utilityresources@hpuc.com

Request For Proposals
Job Classification and Compensation Study
Hibbing Public Utilities Commission

August 2024

August 14, 2024

Dear Consultant:

Enclosed is the background information necessary to provide a proposal for the job classification and compensation system study for the Hibbing Public Utilities.

HPU's objective for the conduct of this particular study is to review and update the existing job evaluation and classification system to ensure reasonable compensation relationships between the various job classifications, both internally and externally. The end report must conform to the standards for compliance with pay equity, Fair Labor Standards Act as well as all other pertinent laws. All proposals must be received by 4:00 PM on September 3, 2024.

Thank you for your consideration. If you have any questions contact me at 218-262-7760 or
utilityresources@hpuc.com

Sincerely,

Stefanie Dickinson
Utility Resources Manager
Hibbing Public Utilities Commission

SECTION I. INTRODUCTION AND OVERVIEW

1 REQUEST FOR PROPOSALS. The Utility is soliciting competitive proposals for professional services for the review and implementation of a job classification and compensation system that meets all Federal and State Compensation Standards. Sealed proposals will be received at Hibbing Public Utilities, 1902 6th Ave E, Hibbing, MN 55746 until **4:00 p.m. on Tuesday, September 3, 2024**. All proposals must be sealed and marked "Hibbing Public Utilities Commission Classification and Compensation Study Proposal." Any questions regarding the Requests for Proposals must be in writing and addressed to Stefanie Dickinson, Utility Resources Manager, 1902 6th Ave E, Hibbing, MN 55746 or sent via email to utilityresources@hpuc.com. Questions or requests for clarification of the Proposal documents shall be received by Friday, August 30, 2024.

2 BACKGROUND. The Hibbing Public Utilities Commission is located in Northeastern Minnesota with a population of 16,200. The Utility consists of multiple crafts and classifications of workers. The majority of the work force is part of a bargaining unit represented by AFSCME Council 65, Local 94. All HPU employees report to an exempt supervisor or the General Manager. The departments included in this study are: Management/exempt, Maintenance and Operations workers at our Power Plant, a transportation mechanic, electrical distribution lineman, water operators, gas and steam distribution crews, meter installer and readers, a warehouse attendant, customer service and utility billing staff, engineering technicians and a janitor. The Utility currently employs 77 full-time employees. Over the past year or so the utility has experienced turnover of about half of its management/exempt staff. The utility did do some reorganization of positions during this period. An up to date organizational chart is included with this proposal. Current job descriptions are also included, most of which were reviewed this year for updating given the organizational changes of the past year. The Utility does not have an adopted compensation plan for management/exempt employees.

3 GOALS. The Utility recognizes the need to periodically review, analyze and update its job descriptions, classifications and compensation systems, and to periodically analyze its pay equity compliance. The goal of this study is to develop a Utility compensation policy, update the Utility's existing job classification system, analyze the Utility's salary ranges to ensure continuing consistency with the market and make a recommendation, if necessary, regarding implementation of any recommended changes. The study should also review all aspects of compensation. The study should include the current positions in Appendix A.

The process should recognize and incorporate the following elements:

- Evaluating each position utilizing an up to date job description.
- Compile and analyze high market comparable utilities or private sector businesses providing similar services along with other competitive data such as value and type of benefits. Preference is for the study to compare the Hibbing Public Utilities Commission to a minimum of five other public utilities or local communities. "Highly market comparable" is to include factors such as population size, type of services provided, number of customers served and type of facilities managed, number of employees supervised, annual budget, complexity of operations or other such factors that can be reasonably compared.

- Ensure regulatory compliance with State and Federal rules and regulations.
- Evaluate the Utility's current pay system and report on its strengths and weaknesses. Recommendations for corrections within the existing compensation structure to achieve internal and external market equity OR provide the Hibbing Public Utilities Commission with a proposal for new pay structure and pay plan to meet the goals of internal and external equity.
- Recommend a proposed organizational structure (organizational chart) including all current positions with additional feedback on vacancies that may be added to support HPU more effectively.
- Create a transition and implementation plan to make recommended changes.
- Provide necessary tools and information for staff and Commission to manage compensation plan going forward.

4 CONTENTS OF PROPOSAL DOCUMENTS. This Request for Proposals describes the information required from all Consultants and the criteria the Utility will use in making its decision. It also describes the requirements the successful Consultant will be required to conform with. Acceptable proposals must comply with the provisions under Section II: Elements of Proposal.

5 SUBMISSION OF PROPOSALS. All Consultants shall fully familiarize themselves with the Utility's Request for Proposals. Consultants will be deemed to acknowledge their familiarity with the entire Request for Proposals packet by virtue of submitting a proposal. Written Addendum will be issued in response to appropriate written questions or requests for clarifications that seek to clarify any material provision in the Proposal documents and are received on or before Friday, August 30, 2024. In no event shall a Consultant rely on any oral interpretation or representation of Utility staff in preparing their Proposal.

5.1 If proposals are sent by mail, it is the Consultant's sole responsibility to assure that the Utility receives the Proposal by the date, time and at the location specified herein.

5.2 The Utility reserves the right to cancel this Request for Proposals or postpone the date and time for submitting proposals at any time prior to the submittal date and time. The Utility reserves the right prior to the date for submission of proposals to modify, in whole or part, any portion of this Request for Proposals. Each Consultant who has requested a copy of the Proposal documents shall be notified in writing of any modification to the Request for Proposals. This Request for Proposals does not obligate the Utility to enter into a contract for the work requested herein. Further, the Utility reserves the right to reject any and all proposals, to reissue a revised Request for Proposals and to waive any non-material informalities or irregularities in proposals. A non-material irregularity or informality is one where no Consultant will be prejudiced if an informality or irregularity is waived. The ability to waive an informality or irregularity lies solely with the Commission upon a finding by the Hibbing Public Utilities Commission that the waiver will not materially prejudice any Consultant.

6 CONTACTS WITH MEMBERS OF THE COMMISSION. The Commission desires to decide which is in the best interest of the Utility. In order to facilitate an objective decision and to protect the integrity of the process, no Consultant or individual on behalf of a Consultant shall contact any member of the Commission to discuss the Request for Proposals.

7 DATA PRACTICES ACT. Any Proposal submitted to the Utility is subject to the Minnesota

Government Data Practices Act, Minnesota Statutes Chapter 13.

7.1 Data submitted by a business to a government entity in response to a Request for Proposals as defined in section 16C.02, subdivision 11, are private or nonpublic until the proposals are opened. Once the proposals are opened, the name of the Consultant and the dollar amount specified in the response are read and become public. All other data in the Consultant's response to a Proposal are private or nonpublic data until completion of the selection process. For purposes of this section, "completion of the selection process" means that the government entity has completed its evaluation and has ranked the responses. After a government entity has completed the selection process, all remaining data submitted to all Consultants are public with the exception of trade secret data as defined and classified in section 13.37. A statement by a Consultant that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the Proposal.

7.2 If all responses to a request for proposals are rejected prior to completion of the selection process, all data, other than that made public at the Proposal opening, remain private or nonpublic until a re-solicitation of proposals results in completion of the selection process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the selection process, the data remain public. If a re-solicitation of proposals does not occur within one year of the Proposal opening date, the remaining data becomes public.

SECTION II. ELEMENTS OF PROPOSAL

Section II of this Request for Proposals describes the information each Proposal must contain. The format of the Proposal must follow the numeric order set out below. Each Proposal must address the following:

1 EXPERIENCE. The Consultant should describe their experience compiling, reviewing, analyzing, developing, and presenting a job classification and compensation system that meets Federal and State classification, compensation and pay equity standards for governmental clients, together with the date of such contract, scope of work, and contract price. A Responsible Consultant is an individual or entity which has successfully managed and completed similar projects for Minnesota municipal or state agencies. Submitted Proposals shall propose a project manager for this project, project team members and include resumes of those individual's qualifications.

2 PROJECT OUTLINE. Each Consultant shall include an outline demonstrating the strategy and timeline for completion of the project. The outline shall identify the process for accomplishing completion of each component of the project.

3 SUBMISSION OF PROPOSAL AND PROPOSAL CONTENT. Each Consultant shall submit an original and one (1) copy of its Proposal in addition to an electronic copy. The proposal shall contain the following:

General Requirements

- a) Letter of transmittal showing the consultants name, address, telephone number and date submitted. The title sheet shall be signed by an officer of the company indicating management's approval and support of the Proposal.
- b) Name of project manager as required above.
- c) Qualifications and references as required above.

d) Outline of Proposal demonstrating strategy for completion of the project as required above.

Time-Cost Section

e) Quote Sheet identifying proposed not-to-exceed project cost, including any and all labor, materials, fees, licenses, surcharges and sales tax during each of the following project components:

- * Compensation Policy
- * Position and Job Description analysis
- * Position classification evaluation
- * Labor Market Employers Criteria & Selection
- * Compensation analysis – salaries
- * Compensation analysis - benefits
- * Classification & Compensation system structure
- * System presentation, implementation and training

4 ALL PROPOSALS MUST BE COMPLETE. Consultants must respond fully and completely to each requirement and request for information to be considered responsive to this Request for Proposal. Failure to provide information requested in this Request for Proposal shall deem the Proposal to be rejected from consideration and non-responsive.

5 INSURANCE. Consultant will be required to keep in force policies of insurance as indicated below. The Consultant shall not commence work until a Certificate of Insurance covering all of the insurance required by these specifications is approved

5.1. PROFESSIONAL LIABILITY

A. Limits
(a) \$500,000 each claim/\$1,000,000 annual aggregate
B. Must continue coverage for 2 years after final payment for service/job

5.2. GENERAL LIABILITY COVERAGE

A. Commercial General Liability
(a) \$1,000,000 general aggregate
(b) \$1,000,000 products - completed operations aggregate
(c) \$1,000,000 personal injury and advertising injury
(d) \$1,000,000 each occurrence limit
B. Claims made form of coverage is not acceptable.
C. Insurance must include:
(a) Premises and Operations Liability
(b) Blanket Contractual Liability including coverage for the joint negligence of the City of Lake Elmo, its officers, council members, agents, employees, authorized volunteers and the named insured
(c) Personal Injury
(d) Explosion, Collapse and Underground Coverage
(e) Products/Completed Operations
(f) The general aggregate must apply separately to this project/location

5.3 BUSINESS AUTOMOBILE COVERAGE

A. \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

5.4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY - If required by Minnesota State Statute or any Workers Compensation Statutes of a different state. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
\$500,000 Each Accident
\$500,000 Disease Policy Limit
\$500,000 Disease - Each Employee

5.5 ADDITIONAL PROVISIONS

- * Additional Insured - On the General Liability Coverage and Business Automobile Coverage. Hibbing Public Utilities, and its officers, commissioners, agents, employees, and authorized volunteers shall be Additional Insureds.
- * Endorsement - The Additional Insured Policy endorsement must accompany the Certificate of Insurance.
- * Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the Utility Resources Manager.

6 QUALIFIED AND RESPONSIBLE CONSULTANT AND RESPONSIVE PROPOSAL. In order for a Proposal to be considered, the Consultant must be found to be a Qualified and Responsible Consultant and the Consultant's Proposal must be found to be responsive to the Request for Proposals. The term "Qualified Consultant" means the Consultant has:

- a. Provided the same or similar services in a satisfactory manner. Same or similar services mean that the consultant has satisfactorily conducted similar evaluation and analysis of position classification and compensation systems of this type and magnitude for other governmental units.
- b. Demonstrated adequate managerial experience and capabilities of persons who will be responsible for project completion.
- c. Each Consultant will have met all of the terms and conditions of this Request for Proposals.

SECTION III. SCOPE OF WORK

The work to be completed includes providing professional services with integrative support services to develop a compensation policy, update the utility's existing job classification system, analyze the utility's salary ranges to ensure continuing consistency with the market, and make a recommendation, if necessary, for implementation of any recommended changes.

1. The scope of work shall include, but not be limited to, the following work products in order to meet the project goals:
 - Evaluation of existing job descriptions, including recommendations to assure compliance with ADA, FLSA, pay equity legislation, and other State and Federal requirements;
 - Evaluation and analysis of each position to determine job value with recommendations for necessary revisions to achieve internal and external pay equity;
 - Provide a salary/labor market survey including:
 - Salary details.
 - Benefit details – holidays, annual leave, sick leave, retirement, medical insurance, dental insurance, disability insurance, life insurance, deferred compensation, any other benefits.
 - Analysis of "Total Compensation Package".
 - Provide recommendations and options for a newly designed compensation system, if needed;

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- Provide a master salary structure while assuring compliance with State pay equity compensation standards;
- Provide system testing to assure compliance with State and Federal Regulations;
- Provide recommendations for a process for evaluating requests for reclassification and/or compensation changes;
- Provide implementation support and maintenance training on the system;

2. Establish and provide concrete schedules for each of the components of the study;
3. Present findings and recommendations, including written and oral reports and policies at various meetings including Commission Work Sessions and Regular meetings.;
4. Provide an itemized fee schedule for work included in the scope of work and a payment plan based on completion of each of the components of the study.
5. Any deviations from the RFP must be listed in the proposal

SECTION IV. QUOTE SHEET

Job Classification and Compensation Study					
Compensation Policy					
Job Description and Position Analysis					
Position Classification Evaluation					
Organizational Structure Review and Implementation					
Labor Market Employers Criteria and Selection					
Compensation Analysis - Salaries					
Compensation Analysis - Benefits					
Classification & Compensation System & Compliance Testing					
System Presentation, Implementation & Training					

TOTAL NOT TO EXCEED COST: _____

Proposal Submitted By _____
Signature _____

Date _____

Printed Name _____

Company Name _____

SECTION V. EVALUATION WORKSHEET

1. Determine whether consultant is a qualified consultant.

2. Determine whether complete proposal packet was submitted.

3. Determine if submitted Project Outline and Timeline are appropriate.

4. Evaluate the ability to update the study for on-going compliance.

5. Determine total consultant hours for project and amount of quote:

TOTAL “NOT TO EXCEED” QUOTE: \$_____
(*Including Consultant hours, sales tax and additional fees and/or surcharges, if any*)

Number of Consultant Hours Required/Provided for Completion of Project:_____

TOTAL COST \$ _____