INDIANOLA MUNICIPAL UTILITIES

IMU

Electric • Communications • Water

IMU BOARD OF TRUSTEES OF THE ELECTRIC,
WATER AND COMMUNICATIONS UTILITIES

January 24, 2024
3:30 PM
IMU Boardroom
Agenda

1. **Call to Order**
2. **Roll Call**
3. **Public Comment**
4. **Electric Utility Action Items**
   A. Resolution accepting Proposal 24-43017 for Investigation of Outboard Generator Bearing with HPI LLC
5. **Other Business**
6. **Adjourn**

Indianola Municipal Utilities
RESOLUTION NO. 2025-003

RESOLUTION Accepting Proposal 24-43017 for Investigation of Outboard Generator Bearing with HPI LLC

WHEREAS, the Indianola Municipal Utilities has a need to hire HPI LLC to conduct a comprehensive investigation of the outboard generator bearing in Turbine 8 and,

WHEREAS, HPI LLC will deploy a highly skilled team to conduct the investigation and,

WHEREAS, the proposed cost of the investigation will be $23,599.67

NOW, THEREFORE, BE IT RESOLVED BY THE IMU BOARD OF TRUSTEES OF INDIANOLA, IOWA,
that General Manager Chris DesPlanques is authorized to accept this proposal, and sign any contracts and make payments as required.

PASSED AND APPROVED this 24th day of January 2024

____
Deb White, Chairperson

ATTEST:

____
Monica Thompson, Board Secretary

HPI LLC
15534 W. Hardy Rd. Ste 220,
Houston, TX 77060

1.23.24

Mike Metcalf
Indianola Municipal Utilities
210 W 2nd Ave
Indianola, IA 50125

Subject: HPI Proposal 24-43017 for Investigation of Outboard Generator Bearing

Dear Mr. Metcalf,

We at HPI LLC are excited to submit this T&M proposal, outlining our plan to conduct a comprehensive investigation of the outboard generator bearing at Indianola Municipal Utilities. Our dedicated team is prepared to provide you with exceptional service, ensuring the reliability and efficiency of your operations.

Scope of Services:

- Thorough investigation of the outboard generator bearing.
- Deployment of a highly skilled team including 1 Technical Director (TD) and 2 Technical Managers (TM).
- Project Duration: Scheduled across three consecutive 12-hour shifts.
- Start Date: Ready for immediate commencement, as early as 01/24/2024.

Financial Overview:

- Total Time & Material (T&M) cost: $23,599.67.
- Payment Terms: Net 30, invoiced weekly.

HPI LLC is committed to offering our expertise and ensuring the highest standards of service. We are fully equipped and ready to initiate this project at your earliest convenience to minimize any operational disruptions.

Please find the attached price sheet, Terms & Conditions (T&C), and rate sheet for detailed information. We are keen to discuss any aspect of this proposal further and are looking forward to the opportunity to collaborate with Indianola Municipal Utilities.

Thank you for considering HPI LLC for your needs.

Warm regards,

Andrew Cloy
Proposal Coordinator
HPI LLC
15534 W. Hardy Rd. Ste 220,
Houston, TX 77060
Mobil: (832) 803-2010
Office: (713) 457-7500
acloy@hpi-llc.com
www.hpi-llc.com

Mechanical/ Maintenance
Field Service Rate Schedule 2024
Rate sheet "A" Scheduled/Planned
Indianola Municipal Utilities

January 2024

PROPRIETARY INFORMATION NOTICE

RESTRICTIONS ON USE AND DISCLOSURE OF HPI PROPOSAL INFORMATION

This proposal and the correspondence and communications concerning this proposal (collectively the “Proposal”) developed by HPI, LLC (“HPI”) and provided to this customer are the property of HPI. This Proposal and the information contained herein is furnished with the understanding that it will not, without the prior written consent of HPI, be used for any purpose other than in connection with the evaluation of HPI's Proposal and the selection of suppliers for the project. In no event shall the Proposal or any information contained herein be disclosed to any third party without the prior written consent of HPI. The Proposal contains information that is confidential and proprietary to HPI including, without limitation, information relating to price, payment terms, warranty, and performance guarantees.

The owner/customer agrees to return the Proposal and all copies or extracts thereof upon termination of HPI's participation in the project, or upon written request from HPI.

First Point Assessment Registration No: #10049487

Certificate No. 6783

FIELD SERVICE RATE SCHEDULE

Domestic

EFFECTIVE 2024

HOURLY BILL RATES (In US Dollars) Non-Union or Prevailing wage locations

CLASSIFICATION	RATES PER HOUR	
	ST	OT
Compressor Engineer	$220.00	$330.00
Steam Engineer	$200.00	$300.00
Shop/Field Engineering support	$200.00	$300.00
Service Shop Technician Rate	$190.00	$285.00
Technical Director	$147.00	$220.50
Project Manager	$175.00	$262.50
Supervisor	$95.75	$143.63
Working Foreman	$67.20	$100.80
Turbine Mechanic	$56.00	$ 84.00
Welder	$74.00	$ 94.00
General Laborer	$42.00	$ 70.50
Turbine Tool Unit	$560.00 per day	
Consumables	$1.50 per man hour	
Vehicles	$100.00/day	
Daily Vehicle Mileage (40 miles/day/truck)	$0.75 mile	
Mileage from Home Office Round Trip	$0.75/mile	
Per Diem (incl. Food and Lodging) per man	$175.00/day	

All hours worked in excess of 8 hours during the weekday will be charged as overtime (1.5 times the straight time rate). All hours worked on Saturday and Sunday will be overtime. All hours worked on statutory American holidays shall be billed at a double time rate. Any scheduled working day will be charged at a minimum 8 hours or hours worked, whichever is greater. All rates are subject to annual adjustment. Note: When any part of a day is worked offshore or in a hazardous area, the 25% premium applies to that whole day.

F. TERMS – GENERAL

1. Parts, third party materials and subcontracted services shall be billed at cost + 15%.
2. Shipment of tool container will be at cost plus 15%.
3. Public Transportation (airfare, bus, taxi etc.) will be actual cost + 15%.
4. Invoices are payable net Thirty (30) days from date of invoice.

Rates effective through 12-31-24

DEFINITIONS

STAND-BY – Any scheduled work day that work is not performed will be billed at 8 hours straight time.

OFFSHORE / HAZARDOUS AREA - HPI reserves the right to refuse dispatch of its staff to any areas involved or threatened by warfare, and areas deemed unsafe by O.S.H.A.

PREPARATION TIME / FIELD SERVICE REPORTS - In-House Support time spent prior to departure shall be billed at the Standby Rate. This time will be used as necessary to research the site application in order to optimize our staff's time on-site.

ENGINEERING DESIGN SERVICES - In-house engineering design services can be provided on request. This service will be charged at 75% of published field site rates.

TRAVEL - Travel time shall be charged at straight time rates for all hours involved.

For U.S. projects, staff deployment is from Houston, Texas, USA. International projects may deploy from Houston or Southampton, U.K.

EXPENSES - All material costs, and any other miscellaneous expenses shall be charged at cost plus a 15% handling fee. Specialized equipment and tools shall be billed additionally. Prices shall be quoted on request.

JOB SCOPE - HPIs' technical know-how and expertise is limited to goods and services supplied under contract. Any warranty, whether expressed or implied as to engine, plant and/or machinery operational performance is excluded.

TERMS

All work shall be invoiced against customer's Purchase Order. Purchase Order must be issued prior to commencement of work. Terms of payment are net 30 days from date of invoice for work completed within a thirty-day period. For work exceeding thirty days monthly progress payment shall be required.

This offer is made subject to agreed upon terms and conditions which shall form the basis of the contract between HPI, LLC and the customer.

.

Rates effective through 12-31-24

PRICE SHEET

UNIT TYPE(S)	Turbine Generator
Salesforce Number:	24-43017
Customer Name:	Indianola Municipal Utilities
Mileage to Jobsite:	906
Project Description:	Investigation of the outboard generator bearing

Labor Price

Resource Type	No. Of Men	Total Hours	ST Hrs	ST Rate	OT Hrs	OT Rate	TT Hrs	TT Rate	Total Quote $
Technical Advisor	1	68	16	$ 147.00	20	$ 220.50	32	$ 110.64	$ 10,302
								$ 73.38	$ -
								$ 58.57	$ -
Turbine Mechanic	2	72	32	$ 56.00	40	$ 84.00		$ 50.75	$ 5,152
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
Labor Totals	**3**	**140**							**$ 15,454.48**

Subsistence Price

Task	Resource Type	No. Of Men	No. Of Days	Rate Per Day	Total $
	Technical Advisor	1	5.0	$ 200.00	$ 1,000.00
				$ 200.00	$ -
				$ 200.00	$ -
	Turbine Mechanic	2	3.0	$ 200.00	$ 1,200.00
				$ 200.00	$ -
				$ 200.00	$ -
				$ 200.00	$ -
				$ 200.00	$ -
				$ 200.00	$ -
				$ 200.00	$ -
	Subsistence Totals	**3**			**$ 2,200.00**

Subcontractor Price

Subcontractor	Total $
0	$ -
0	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Subcontractor Totals	**$ -**

Other Price

Task	Units	Unit Cost	Total $
Mobilization	2	$ 1,540.20	$ 3,542
Gas Tool Unit Mobe/Demobe	0	$ 5,500.00	$ -
Management/Supervision Travel	1	$ 1,540.20	$ 1,771
			$ -
Consumables 1.75 per/man hour	140	$ 1.50	$ 242
FRC Supply	0	$ 1.50	$ -
Tool Conex Daily Rentail Charge	0	$ 560.00	$ -
Local Mileage (40 Miles/Day/Vehicle	120	$ 0.75	$ 90
Local Truck use	3	$ 100.00	$ 300
			$ -
			$ -
			$ -
Total Other Cost			**$ 5,945.19**

Price Totals

Outage Estimate	Price Totals
Labor	15,454
Subsistence	2,200
Subcontractors	0
Other	5,945

Total Price $ 23,599.67

HPI TERMS AND CONDITIONS

1. SERVICE REQUEST AND TERMS: These Terms and Conditions (the "Terms and Conditions"), together with the Service Request (as hereinafter defined) govern the purchase and sale of the Goods (as hereinafter defined) or Services (as hereinafter defined) identified on the request from Buyer (as hereinafter defined) or proposal from HPI (as hereinafter defined) for said Goods and/or Services, purchase order, online auction, bid request, or agreement or other document, including any email or facsimile evidencing such request or proposal (the "Service Request") to which HPI is responding or proposing, the terms of which shall be incorporated herein by reference, except that to the extent that the terms of the Service Request conflict with the Terms and Conditions, the Terms and Conditions shall be controlling. The Terms and Conditions shall take precedence and prevail over any additional terms attached to, or inconsistent terms in, the Service Request. The Service Request, together with the Terms and Conditions, shall hereinafter be collectively referred to as the "Contract". The party to whom the Goods will be delivered or Services provided ("Buyer") and HPI, LLC ("HPI") are the "Parties" to the Contract. No Service Request shall be binding upon HPI until HPI has duly executed and returned same to Buyer. Until such time, a Service Request is merely an offer. No prior agreements, negotiations, or representations made by either Party shall be deemed to alter, modify, amend, supplement, or supersede the Contract, and neither Party shall be deemed to have relied thereon. Any additional or contrary provisions in Buyer's offer or acceptance or in any Service Request, change order, or confirmation are rejected in advance without further notification from HPI, void, of no further force or effect and shall not form a part of this Contract or otherwise be binding on HPI. The Contract may not be amended, supplemented, modified, superseded or otherwise altered without the prior written consent of an authorized HPI representative.

2. PRICE AND EXPIRATION OF SERVICE REQUEST: The price and the terms of payment are set forth on the Service Request. Prices may be calculated as a fixed price, a time and material based price, or some other method, as designated and defined or accepted by HPI in the Service Request. The Service Request and stated prices therein will remain valid for a period of ninety (90) days from the date hereof, at which time the Service Request will automatically expire unless extended by a signed document issued by HPI. After such ninety (90) day period, the terms and prices are subject to change.

3. PAYMENT TERMS AND INVOICES: HPI will invoice Buyer for the Goods or Services monthly or as otherwise described in the Service Request. The Buyer shall pay the undisputed portion of any invoice within 30 days of the date thereof without discount, deduction, or set off of any kind, unless otherwise specified in the Contract. In the event any undisputed portion of the invoices remain unpaid after 45 days from the invoice date, HPI may send written notice to the Buyer, and if such undisputed portion is not paid within 15 days from Buyer's receipt of such notice, HPI is entitled to withhold delivery of the Goods or Services and/or suspend all work on the Buyer's behalf, in addition to any other rights HPI may have under the Contract or applicable law.

4. FEDERAL, STATE AND LOCAL TAXES: Unless otherwise specified in the Service Request, Buyer assumes total and sole responsibility of the payment of all state, local and federal sales, use, excise or similar taxes, licenses, duties, assessments and levies (including fines or penalties thereon) and importation costs and taxes or customs bonds that may arise (collectively, the "Taxes") in connection with HPI's performance of the Contract. In the event that HPI is assessed any Taxes after the engagement described herein is terminated, Buyer agrees to assume and pay such Taxes within the applicable timelines, or at HPI's election, reimburse HPI for the payment of such Taxes. Buyer's obligation concerning Taxes shall survive termination of the Contract.

5. SITE CONDITIONS: To the extent HPI will be performing services (the "Services"), HPI acknowledges that it has satisfied itself as to the nature of the site (the "Site") for the performance of such Services, the conditions, particularly those bearing upon: transportation; access; disposal, handling and storage of materials; availability and quality of labor; uncertainties of weather; the conditions of the ground; the character of equipment and facilities needed during performance of the Services and all other matters which can in any way affect the services or the cost thereof. HPI confirms that the description of the work is sufficient and adequate to enable HPI to carry out the Services free from defects in quality, workmanship and materials, and at the price set forth on the Service Request.

6. SITE REQUIREMENTS: If HPI's personnel must perform Services at a Site owned or operated by Buyer, HPI shall cause its employees, agents and subcontractors to abide by safety guidelines provided by Buyer. No tobacco, alcohol or illegal drugs, and no weapons, concealed or otherwise, are allowed on Site. Buyer is responsible for site security, and HPI's personnel shall cooperate with all site security procedures and restrictions, including the display of ID badges, if applicable, controlled personal and vehicle access to the Site, and searches of persons and vehicles on site. If any of HPI's employees, agents, or subcontractors are suspected of being under the influence or having in their possession alcohol, illegal drugs or weapons, or otherwise violate any rules and regulations, security or safety guidelines, Buyer may immediately remove that person from the premises. Buyer agrees to immediately notify HPI of any such occurrence. HPI shall provide Buyer with material safety data sheets before bringing hazardous materials onto the site. HPI shall at all times keep its work area and any storage areas used free from accumulation of waste materials or rubbish and, prior to completion of the Services, shall remove and properly dispose of any hazardous materials and rubbish and all tools, scaffoldings, equipment and materials not Buyer's property. Upon completion of the Services, HPI shall leave the work and premises in a condition reasonably acceptable to Buyer. Should HPI fail within a reasonable time to comply with any of the foregoing, Buyer may, after written notice to HPI, and consent from HPI, which consent shall not be unreasonably withheld, perform the clean-up and removal at HPI's expense.

7. PACKING AND SHIPMENT: Unless otherwise specified on the Service Request, delivery costs associated with any Goods (as hereinafter defined) shall not be included in the price set forth on the Service Request. Goods associated with the Services, at HPI's election, may be included in the price set forth on the Service Request. Buyer's name and Service Request number must be plainly marked on all invoices, packages, bills of lading and shipping orders.

8. DELIVERY, TITLE AND RISK OF LOSS: In the event that the Service Request calls for the delivery of goods (the "Goods"), unless otherwise specified on the Service Request, HPI shall deliver the Goods to the destination identified on the Service Request. Delivery shall be in accordance with the delivery schedule, if any, stated or referred to in this Service Request. If HPI's deliveries fail to meet the schedule with the result that Buyer reasonably elects to call upon HPI for express shipments, HPI shall pay the difference between the freight and express rates. Title to, and risk of loss for, the Goods passes to Buyer upon Buyer's acceptance of the Goods. Prior thereto, HPI bears the risk of loss with respect to the Goods and shall maintain insurance on the products, at its option. HPI shall not incur any liability of any kind for failure to ship on any particular date unless a firm shipping date has been expressly agreed to by an officer of HPI, in a separate written document. HPI shall not be liable for loss or damages to the Goods after acceptance by Buyer. Shortages or damages of the Goods shall be brought to the attention of HPI and the carrier at the time of delivery and stated in writing on the delivery papers in order to initiate any claim by Buyer.

9. INSPECTION AND ACCEPTANCE: Buyer has the right to reasonably request and receive from HPI reports regarding the quality and suitability of raw materials incorporated in any Goods or Services. Buyer may visit HPI's facilities to inspect quality assurance systems, manufacturing processes and the Goods or raw materials prior to shipment. Any Goods delivered or Services performed are subject to final inspection and acceptance at destination by Buyer, which acceptance shall not be unreasonably withheld, notwithstanding prior payment or inspection at source. Buyer may reject, in its reasonable discretion, any Goods or Services that contain defective materials or workmanship or do not conform to Buyer's specifications, design, samples or order, as originally presented to HPI in advance of execution of the Contract. Reasonably rejected Goods may, at Buyer's option, be returned to HPI at HPI's risk and expense. HPI shall have the right to replace such materials, or refund Buyer, among other remedies, at HPI's discretion. HPI shall make no material changes to the Goods or the Services without Buyer's prior written approval. Buyer shall not make any change to the Buyer's specifications, design, samples or order, as originally present to HPI in advance of execution of the Contract, without HPI's prior written approval.

10. WARRANTY: HPI warrants title to all Goods hereunder and that its transfer is rightful and free from any security interest of third parties or other lien or encumbrances, except those disclosed, in writing, to Buyer. For a period of one (1) year from the date of acceptance by Buyer, HPI warrants to Buyer that all Goods and materials provided by HPI shall be: (i) new at the time of shipment or delivery in connection with the Services, unless the Buyer gives prior written approval otherwise; and (ii) in conformity with the requirements of this Contract. For a period of one (1) year from the date of the completion of performance by HPI, HPI warrants to Buyer that any Services performed shall be free from defect or failure due to faulty workmanship, and only due to faulty workmanship. In the case of defects that could not be discovered by visual inspection, the one (1) year period shall commence upon the earlier of a) the date of first use the Goods or Services, or b) thirty (30) days after completion of the Services or delivery of the Goods. The warranty period shall not be extended for replaced or repaired Goods or re-performed Services. All warranties shall run only to Buyer. HPI shall bear all costs incidental to or arising from any warranty work, including the removal, replacement, testing and reinstallation of equipment, transportation charges, sales taxes, duties, import, excise, and other taxes and all other costs incurred as the result of a breach of warranty. The foregoing warranty shall not apply to any Services, Goods or components thereof which have been subject to abnormal or improper use, negligence or accident, or which have been altered or repaired by someone other than HPI or HPI's authorized representative. Except as specifically set forth in this Article 10, HPI EXCLUDES ALL REPRESENTATIONS, OBLIGATIONS, AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, GOOD AND WORKMANLIKE PERFORMANCE OR DILIGENCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES, COMPLIANCE WITH SPECIFICATIONS OR INDUSTRY STANDARDS, DESIGN OR PERFORMANCE, STATUTORY IMPLIED WARRANTIES TO THE EXTENT APPLICABLE, WHETHER UNDER TEXAS LAW, OR OTHERWISE, AND ALL OTHER LIABILITIES IN CONNECTION WITH THE WORK AS PERFORMED (AT COMMON LAW OR IN CONTRACT OR TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE OF HPI).

11. RECIPROCAL GENERAL INDEMNITY:

> **A) Buyer Indemnification.** Buyer shall indemnify and hold harmless HPI and each of HPI's affiliates, directors, officers, employees, attorneys, agents, shareholders and representatives (collectively, the affiliated parties) in respect of any and all claims, losses, damages, liabilities, declines in value, penalties, interest, costs and expenses (including, without limitation, any attorneys', accountants' investment bankers' and consultants' fees and other expenses) reasonably incurred by HPI or HPI's affiliated parties, in connection with, arising from, or related to each and all of the following: (a) any breach of any representation or warranty made by Buyer in this Contract or any other agreement, instrument or document executed or delivered pursuant hereto; (b) any misrepresentation

contained in any written statement or certificate furnished by Buyer pursuant to this Contract or in connection with the transactions; (c) any breach of any covenant, agreement or obligation of Buyer contained in this Contract or any other agreement, instrument or document executed or delivered pursuant hereto; or (d) Buyer's negligence, willful misconduct or breach of this Contract.

B) HPI Indemnification. HPI shall indemnify and hold harmless Buyer and each of Buyer's affiliates, directors, officers, employees, attorneys, agents, shareholders and representatives (collectively, the affiliated parties) in respect of any and all claims, losses, damages, liabilities, declines in value, penalties, interest, costs and expenses (including, without limitation, any attorneys', accountants' investment bankers' and consultants' fees and other expenses) reasonably incurred by Buyer or Buyer's affiliated parties, in connection with, arising from, or related to each and all of the following: (a) any breach of any representation or warranty made by Purchaser in this Contract or any other agreement, instrument or document executed or delivered pursuant hereto; (b) any misrepresentation contained in any written statement or certificate furnished by Purchaser pursuant to this Contract or in connection with the transactions; (c) any breach of any covenant, agreement or obligation of Purchaser contained in this Contract or any other agreement, instrument or document executed or delivered pursuant hereto; or (d) HPI's negligence, willful misconduct or breach of this Contract.

C) Claims for Indemnification. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide indemnification (the "Indemnifying Party") of the claim and, when known, the facts constituting the basis for such claim; provided, however, that the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligation hereunder to the extent such failure does not materially prejudice the Indemnifying Party. In the event of any claim for indemnification hereunder resulting from or in connection with any claim or legal proceedings by and third party, the notice to the Indemnifying Party shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom.

D) Defense. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a person who is not a party to this Contract, the Indemnifying Party at its sole cost and expense and with counsel reasonably satisfactory to the Indemnified Party may, upon written notice to the Indemnifying Party, assume the defense of any such claim or legal proceeding if (a) the Indemnifying Party acknowledges to the Indemnified Party in writing, within fifteen (15) days after receipt of notice from the Indemnified Party, its obligations to indemnify the Indemnified Party with respect to all elements of such claim, (b) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against such third-party claim and fulfill its indemnification obligations hereunder, (c) the third-party claim involves only money damages and does not seek an injunction or other equitable relief, and (d) settlement or an adverse judgment of the third-party claim is not, in the good faith judgment of the Indemnified Party, likely to establish a pattern or practice adverse to the continuing business interests of the Indemnified Party. The Indemnified Party shall be entitled to participate in (but not control) the defense of any such action, with its counsel and at its own expense; provided, however, that if there are one or more legal defenses available to the Indemnified Party that conflict with those available to the Indemnifying Party, or if the Indemnifying Party fails to take reasonable steps necessary to diligently defend the claim after receiving notice from the Indemnified Party that it believes the Indemnifying Party has failed to do so, the Indemnified Party may assume the defense of such claim; provided, further, that the Indemnified Party may not settle such claim without the prior written consent of the Indemnifying Party, which consent may not be unreasonably withheld. If the Indemnified Party assumes the defense of the claim, the Indemnifying Party shall reimburse the Indemnified Party for the reasonable fees and expenses of counsels retained by the Indemnified Party and the Indemnifying Party shall be entitled to participate in (but not control) the defense of such claim, with its counsel and at its own expense. If the Indemnifying Party thereafter seeks to question the manner in which the Indemnified Party defended such third-party claim or the amount or nature of any such settlement, the Indemnifying Party shall have the burden to prove by a preponderance of the evidence that the Indemnified Party did not defend or settle such third-party claim in a reasonably prudent manner. The parties agree to render, without compensation, to each other such assistance as they may reasonably require of each other in order to insure the proper and adequate defense of any action, suit or proceeding, whether or not subject to indemnification hereunder.

E) Interest. Any amount of money owed by an Indemnifying Party to an Indemnified Party hereunder shall be paid with interest, at an annual rate equal to the Prime Rate then in effect, from the date that the loss or damage was sustained or cash disbursement made by the Indemnified Party until such amount is paid by the Indemnifying Party. All indemnification payments hereunder shall be effected by payment of cash or delivery of a certified or official bank check in the amount of the indemnification liability.

F) Survival of Representations, Warranties, Covenants and Indemnities. This Contract, including, but not limited to, all covenants, warranties, representations and indemnities contained herein, shall survive the termination of this Contract for twelve (12) months, and all other documents, instruments or agreements relating to this Contract, the transactions contemplated herein, and shall not be deemed merged therein. The obligations of either Party to indemnify the other Party shall survive until the expiration of the applicable statute of limitations.

12. PROPRIETARY INFORMATION. The Parties shall, and shall cause their respective employees and agents to, keep confidential any proprietary information furnished or disclosed by the disclosing Party and shall not use or permit the use of such proprietary information for any purpose other than those contemplated herein, without the prior written consent of the disclosing Party. Upon termination of this Contract, the non-disclosing Party shall return to the disclosing Party all such proprietary information, or in the alternative, certify in writing, to the disclosing Party the destruction of all such proprietary information, in conformity with common and commercially reasonable practices for the destruction of the same.

13. INSURANCE: Each Party shall maintain insurance with minimum limits as follows: (a) worker's compensation coverage as required by law, and employer's liability insurance with a limit of $1,000,000; (b) commercial general liability insurance with a limit of $1,000,000 per occurrence and $2,000,000 in the aggregate; (c) business automobile insurance with a limit of $1,000,000; and (d) excess liability coverage with an annual limit of $3,000,000. If providing engineering or design services, HPI shall maintain professional liability insurance with a limit of $1,000,000. Insurance is to be maintained on an occurrence basis and placed with insurers rated "A-VII" or better by A.M. Best's rating service. To the extent specifically requested by Buyer in writing, Buyer's agent, and their subsidiaries and affiliates shall be additional insured on a primary and non-contributory basis with respect to all HPI liability policies. All HPI insurance policies shall include a waiver of subrogation in favor of Buyer, Buyer's agent, and their subsidiaries and affiliates. Before beginning work, if expressly requested by Buyer, in writing, HPI shall furnish Buyer with insurance certificates evidencing that HPI has complied with the foregoing insurance requirements. Likewise, HPI may request the same of Buyer. Each Party shall provide written notice by certified mail to the other Party at least thirty (30) days prior to termination, cancellation, non-renewal, or reduction of coverage in any policy.

14. INTELLECTUAL PROPERTY PROTECTION: The Parties shall indemnify each other, and their respective agents, successors, assigns, customers, and the users contemplated under this Contract from and against all loss, damages, liability, claims, demands and suits at law or in equity, for actual or alleged infringement of all letters patent, trademarks, copyright or corresponding rights unless such goods are produced in accordance with designs or specifications furnished by the non-indemnifying party.

15. ENGINEERING INFORMATION, TOOLS, AND MATERIALS: (a) HPI shall not use any designs, tools, patterns, drawings, materials or any other information or equipment furnished by Buyer in the manufacture or design of any goods for other purchasers, nor for manufacture of larger quantities than herein specified without Buyer's prior written consent. All special dies, tools, patterns, jigs, fixtures or any information or drawings supplied by Buyer, whether loaned to HPI for manufacture or otherwise acquired by HPI for the performance of this Contract and charged to Buyer, are Buyer's property. HPI shall mark such items for identification as Buyer may designate and upon completion or termination of this Contract shall return such items to Buyer in good condition, reasonable wear and tear excepted. In the event that HPI does not return such items and Buyer reasonably directs HPI in writing, HPI shall replace, at its expense, all such items not returned as provided herein. HPI shall make no charge for any storage, maintenance or retention of Buyer's property, except as otherwise agreed by the Parties. HPI shall bear all risk of loss for all Buyer's property in HPI's possession. (b) If Buyer furnishes any material for fabrication hereunder, HPI (i) agrees not to substitute any other material in such fabrication without Buyer's written consent, (ii) agrees that title to such material shall not be affected by incorporation in or attachment to any other property; and (iii) agrees that all material furnished by Buyer for fulfillment of this Contract (except that which becomes normal industrial waste or is replaced at HPI's expense) will be returned in the form of parts or held as unused material for Buyer disposition. (c) Buyer or Buyer's agent from time to time may provide to HPI certain tools, safety equipment and other equipment owned or rented by Buyer or its agent ("Tools and Equipment"). HPI understands and agrees that such Tools and Equipment are provided on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, unless otherwise warrantied by Buyer. HPI shall perform any and all tests and checks it deems necessary to ensure the proper and safe functioning and use of the Tools and Equipment for the use intended by HPI. To the extent that any Tools and Equipment require particular training for instruction based upon their specific condition or use, Buyer agrees to provide the same. **HPI EXPRESSLY ASSUMES ANY AND ALL LIABILITY ARISING FROM OR OUT OF HPI'S USE OF TOOLS AND EQUIPMENT AND SHALL FULLY INDEMNIFY AND DEFEND BUYER AND BUYER'S AGENTS FROM ANY LOSS ARISING FROM, RELATED TO, OR CONNECTED WITH SUCH USE, AS PROVIDED IN THIS CONTRACT.** HPI assumes full care, custody and responsibility and shall return the Tools and Equipment to Buyer in good working order, normal wear and tear excepted. In the event of loss, theft or damage of any Tools and Equipment in HPI's care and possession, HPI will replace or repair the Tools and Equipment at HPI's expense, or at HPI's election, reimburse Buyer for repair or replacement. Notwithstanding the foregoing, (a) HPI reserves the right to inspect and reject the Tools and Equipment, in its sole discretion, in the event that they are not in compliance with or otherwise meet Original Equipment Manufacturer ("OEM") specifications, or for any other reason. Furthermore, in the event that Buyer insists HPI use such Tools and Equipment either (i) over HPI's objections or (ii) where the use of the same would void any warranty from the OEM, then **BUYER EXPRESSLY ASSUMES ANY AND ALL LIABILITY ARISING FROM OR OUT OF HPI'S USE OF TOOLS AND EQUIPMENT AND SHALL FULLY INDEMNIFY AND DEFEND HPI AND HPI'S AGENTS FROM ANY LOSS ARISING FROM SUCH USE, INCLUDING ANY LOSS ARISING FROM, RELATED TO, OR CONNECTED WITH (A) THE FAILURE OF ANY GOODS OR INEFFECTIVENESS OF ANY SERVICES PROVIDED BY HPI; (B) ANY OEM WARRANTY; OR (C) THE HPI WARRANTY (TO THE EXTENT A WARRANTY IS PROVIDED HEREIN).**

16. CHANGES: By written notice Buyer may at reasonable times make reasonable changes in the Services or Goods, including, without limitation, changes to specifications, shipping instructions, quantities, or delivery schedules. Should any such change increase or decrease the cost of, or the time required for, performance, then HPI shall notify Buyer in writing prior to proceeding with such change and Buyer and HPI shall negotiate in good faith an equitable adjustment in the terms of the Contract. Unless authorized in a writing signed by both parties, HPI will not proceed with any change to the Goods or Services and Buyer understands that failure to execute such writing may result in a delay in HPI's performance of any requested change.

17. LIMITATION ON LIABILITY. No Goods shall be returned or Services rejected without HPI's prior written consent. Buyer shall accept minor variations in dimensions or other variance from specifications, provided that there is no material impairment of function or useful life of the Goods or Services rendered. Buyer's sole and exclusive remedy for any defective or non-conforming Goods or Services shall be limited to the repair or replacement, as elected by HPI (at HPI's reasonable discretion), of defective or non-conforming goods or services. Buyer shall be responsible for returning any defective or nonconforming items to HPI at Buyer's expense. If HPI permits Buyer to replace the Goods from a third party, HPI reserves the right to approve any contract entered into by Buyer with a third party for the replacement of any goods covered by the warranty set forth in this Contract. Notwithstanding anything to the contrary set forth in this Contract, Buyer agrees that (a) HPI shall not be liable for any decrease in market value, casualty or loss, or impairment of any finished goods however caused while in storage at HPI's facility or based on any decrease in market value during the time of performance of the Contract by HPI; (b) HPI shall be liable only for the actual value or any Goods that are lost or damaged beyond repair (minus the salvage value of such goods, if any); and (c) the aggregate liability of HPI under this Contract shall be limited to the Contract value. Subject only to Article 11, 14, 15, and 17 of this Contract, Buyer shall remain obligated to and shall pay HPI 100% of all amounts owed under this Service Request regardless of any decrease in the market value, casualty or loss related, or impairment of any of the finished goods, for whatever reason while stored by HPI.

18. ASSIGNMENT AND SUBCONTRACTING: Neither Party shall subcontract any obligation under the Contract, in whole or in part, nor assign any moneys due or to become due, without the other Party's prior written consent, which may be withheld in its reasonable discretion.

19. SUSPENSION, TERMINATION FOR CONVENIENCE OF BUYER: By written notice Buyer may at any time suspend or terminate this Contract for its convenience. Should such a suspension or termination for convenience occur, then Buyer shall pay HPI for a) all unpaid invoices, b) materials purchased, whether invoiced or not, and c) the work performed by HPI, whether invoiced or not, up to and including the date of termination or suspension, and in the event of suspension, pre-approved and reasonable costs of de-mobilization, stand-by, and re-mobilization, all subject to Buyer's audit. HPI shall have no claim against Buyer for damage or loss, including lost revenue or profits. Any claims for payment by HPI must be made within thirty (30) days of Buyer's written notice of suspension or termination for convenience.

20. BREACH: If either Party fails to deliver or perform as required in a commercially reasonable timely manner or breaches any of the terms hereof, including any applicable warranties, and fails to cure such breach within fifteen (15) days after notice of all defaults, becomes insolvent, files a voluntary petition in bankruptcy, executes an assignment for the benefit of its creditors, has an involuntary petition in bankruptcy filed against it or has a receiver or trustee appointed for it, such Party is in breach.

21. REMEDIES: In the event of breach, the non-breaching Party has the right at its election to terminate, in whole or in part, the Contract. The rights and remedies of the Parties provided in this Contract shall be cumulative and in addition to any other rights and remedies provided by law. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CONTRACT, HPI SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF REVENUE, PROFIT, OR USE OF CAPITAL, LOSS OF GOODS OR LOSS OR DELAY OF PRODUCTION, BUSINESS INTERRUPTIONS, DAMAGE TO OTHER PROPERTY, OR LOSSES RESULTING FROM FAILURE TO MEET OTHER CONTRACTUAL COMMITMENTS OR DEADLINES AND DOWNTIME OF FACILITIES OR EQUIPMENT OR ANY OTHER PROPERTY. BUYER RELEASES HPI THEREFROM AND NO CLAIM SHALL BE MADE BY BUYER AGAINST HPI THEREFORE, REGARDLESS OF BREACH OF THIS CONTRACT, BREACH OF ANY WARRANTY, SOLE OR CONCURRENT NEGLIGENCE OF HPI, STRICT LIABILITY, OR DEFECT IN PREMISES, EQUIPMENT, OR MATERIALS, AND REGARDLESS OF WHETHER PRE-EXISTING THE EXECUTION OF THIS CONTRACT.

22. NOTICE TO BUYER OF LABOR DISPUTES: Whenever HPI has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance, HPI shall immediately give Buyer written notice with all relevant information. HPI shall insert the substance of this clause in any subcontract hereunder as to which a labor dispute may delay timely performance.

23. GOVERNING LAW, JURISDICTION AND BUYER'S RIGHTS: EXCEPT TO THE EXTENT FEDERAL LAW MANDATES THE APPLICATION OF ANOTHER LAW, THE VALIDITY, CONSTRUCTION AND INTERPRETATION OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAWS PRINCIPLES WHICH WOULD DIRECT THE APPLICATION OF THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION. HPI AND BUYER IRREVOCABLY HEREBY IRREVOCABLY DESIGNATE THE SECRETARY OF THE STATE OF TEXAS AS THEIR AGENT FOR SERVICE OF PROCESS UNLESS ANOTHER AGENT HAS BEEN REGISTERED IN TEXAS, AND AGREE THAT PROCESS MAY BE SERVED THEREON IN ANY MANNER PERMITTED BY TEXAS LAW. The Parties agree that is Contract is to be performed, in full, in Houston, Harris County, Texas.

24. ARBITRATION:

A) If a dispute, controversy, or claim arises between the Parties, including without limitation any dispute, controversy or claim that arises out of or relates to this Contract or any other agreement or instrument between the Parties, or the breach, termination or invalidity of the Contract or any such other agreement or instrument, AND including, but not limited to a claim based on or arising out of a claim for tortious interference or other tortious or statutory claims arising before, during or after termination of the Contract (all of the foregoing shall be collectively referred to as "Dispute"), and if said Dispute cannot be settled through direct discussions (as described and required below), the Dispute shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules (the "Rules"), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be conducted pursuant to the applicable rules of the American Arbitration Association as set out above except to the extent modified in this Article. No Party shall submit any Dispute to arbitration without first having (i) a meeting between the managers of each Party directly involved in performing this Contract, and if such meeting shall fail to fully resolve the Dispute, upon the written request of either Party, (ii) a meeting between the executives of each of the Parties, who have authority to settle the controversy and who are at a higher level of management than the person(s) with direct responsibility for day-to-day administration of this Contract. Within fifteen (15) days after delivery of the written request of a Party, the receiving Party shall submit to the other a written response. The request notice and the response shall each include: (a) a statement of the respective Party’s position and a summary of arguments supporting that position; and (b) the name and title of any other person who will accompany the senior executive. Within thirty (30) days after delivery of the disputing Party’s request notice, the senior executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the Dispute. The Parties agree to honor all reasonable requests for information. All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Dispute has not been settled through the direct discussion method heretofore described, within forty-five (45) days of the disputing Party’s request notice, or if the Parties fail to meet within thirty (30) days of such request notice, the Parties shall then be permitted to submit the Dispute to the arbitration process described herein.

B) The Parties expressly agree that any court with jurisdiction may order the consolidation of any arbitrable dispute, controversy or claim under this Contract with any related arbitrable dispute, controversy or claim not arising under this Contract, as the court may deem necessary in the interests of justice or efficiency or on such other grounds as the court may deem appropriate.

C) The site of the arbitration shall be in Houston, Texas, and shall take place in the offices of the American Arbitration Association or such other place as the Parties may agree.

D) The Parties agree that the federal and state courts located in the State of Texas shall have exclusive jurisdiction over an action brought to enforce the rights and obligations created in or arising from this agreement to arbitrate, and each of the Parties hereto irrevocably submits to the jurisdiction of said courts. Notwithstanding the above, application may be made by a party to any court of competent jurisdiction wherever situated for enforcement of any judgment and the entry of whatever orders are necessary for such enforcement.

E) Process in any action arising out of or relating to this Contract may be served on any party to the Contract anywhere in the world by delivery in person or by registered or certified mail, return receipt requested.

F) Neither party nor the arbitrators may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

G) The Parties agree that all questions concerning the arbitrator's jurisdiction shall be decided by the arbitrator.

H) All fees and expenses of the arbitration (exclusive of filing fees for claims and counterclaims) shall be borne by the Parties equally. Each party shall bear the expense of its own counsel, experts, witnesses, and presentation of proofs.

I) This agreement to arbitrate is intended to be binding upon the signatories hereto, their principals, successors, assigns, subsidiaries or affiliates.

J) The arbitrator shall determine the rights and obligations of the Parties according to applicable federal laws and the substantive laws of the State of Texas (excluding conflicts of laws principles).

K) The arbitrator is directed to consider any defense that all or part of the claim is not timely by reason of laches or statute of limitations as a preliminary issue and to render an award determining the merits of such claim before considering the substantive merits of the arbitration claim, unless the arbitrator determines that the merits of such claim of laches or statute of limitations is so intertwined with the substantive merits of the arbitration claim as to make impractical the determination of the claim of laches or limitations as a preliminary matter.

L) The arbitrator shall hear and determine any preliminary issue of law asserted by a party to be dispositive of any claim, in whole or part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrator deems appropriate.

M) It is the intent of the Parties that, barring extraordinary circumstances, any arbitration shall be concluded on or before six months of the date the statement of claim is received by the arbitrator. Unless the Parties otherwise agree, once commenced, hearings shall be held five days a week, four weeks a month, with each hearing day to begin at 9:00 A.M. and to conclude at 5:00 P.M. These time limits can be extended or altered by an agreement by the Parties or by a determination by the arbitrator that such extension or alteration is in the interests of justice. The arbitrator shall use his or her best efforts to issue the final award or awards within a period of thirty days after closure of the proceedings. Failure to do so shall not be a basis for challenging the award.

N) In the event a party, having been given notice and opportunity, shall fail or shall refuse to appear or participate in an arbitration hereunder or in any stage thereof, the proceedings shall nevertheless be conducted to conclusion and final award. Any award rendered under such circumstances shall be as valid and enforceable as if both Parties had appeared and participated fully at all stages.

O) The Parties agree that discovery shall be limited and shall be handled expeditiously. Discovery procedures available in litigation before the courts shall not apply in an arbitration conducted pursuant to this Contract. However, each party shall produce relevant and non-privileged documents or copies thereof requested by the other Parties within the time limits set and to the extent required by order of the arbitrator. All disputes regarding discovery shall be promptly resolved by the arbitrator.

P) Strict rules of evidence shall not apply in an arbitration conducted pursuant to this Contract. The Parties may offer such evidence as they desire and the arbitrator shall accept such evidence as the arbitrator deems relevant to the issues and accord it such weight as the arbitrator deems appropriate.

Q) No witness or party may be required to waive any privilege recognized at law.

R) The Parties to this Contract agree that neither party shall be entitled to any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages or any form of damages in excess of compensatory damages, and the Parties hereby waive all rights to any damages in the nature of punitive, exemplary or statutory damages. Any arbitrator or arbitrators deciding any disputes hereunder will not have the authority to award and are specifically divested of any power to award any damages in the nature of punitive, exemplary or statutory damages or any other damages in excess of compensatory damages or any form of damages in excess of compensatory damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Contract.

25. COMPLIANCE WITH GOVERNMENTAL REGULATIONS: HPI warrants and certifies that its performance shall comply with all applicable federal, state, and local codes, laws, orders and regulations.

26. WAIVER: Either Party's failure to enforce at any time any of the provisions of this Contract or to exercise any option herein provided or to require at any time performance by the other Party of any of its provisions shall not be construed to be a waiver of such provisions, nor to affect the validity of this Contract or any part thereof or either Party's right thereafter to enforce each and every such provision.

27. COMPLETE AGREEMENT: This Contract constitutes the complete agreement between the Parties concerning the terms and conditions of the purchase and sale. Any prior negotiations or course of dealing between the Parties may not be used to vary the terms hereof. Any amendment to this Contract must be in writing and signed by the person duly authorized by each Party.

28. LIEN RELEASES: HPI shall keep Buyer's premises free of all mechanics and suppliers liens. Final payment to HPI shall not relieve HPI of its obligation to discharge any lien filed before or after HPI is paid for its services by depositing with a court such security as may be required to release the lien. **HPI IS STRICTLY LIABLE FOR AND SHALL, WITHOUT LIMIT AND AT ITS OWN COST, INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER AND BUYER'S AGENT FROM AND AGAINST ALL LIABILITY FOR LIENS ARISING OUT OF HPI'S PERFORMANCE.**

29. INDEPENDENT CONTRACTOR: HPI shall provide services only as an independent contractor. No labor relationship between Buyer and HPI's workers or employees shall result from HPI's performance. HPI shall be liable for any payment or other obligations imposed by law upon HPI as the employer of any employees hired by HPI to perform services.

30. LIMITATION OF LIABILITY: Except for third party indemnity obligations under Articles 11, 14, 15, and 17, neither party shall be liable (whether in contract, tort, negligence, strict liability, statutory liability or otherwise) to the other for incidental, consequential or indirect damages including lost profits, lost revenue(s) or lost goodwill, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen. Except for third party indemnity obligations under Articles 11, 14, 15, and 17, the HPI's liability on all claims for losses or damages arising out of or resulting from this contract shall in no case exceed ten percent (10%) of the contract price.

31. FORCE MAJEURE: In the event that HPI's performance of any contract is directly or indirectly delayed, interfered with or prevented by act of god, war, terrorism, insurrection, civil disturbance, riots, fire, explosion, radiation, floods, storms, inclement weather, strike, lockouts, or other industrial or labor disturbances, materials shortages or delays, disputes with employees, vendors, or subcontractors, accident, law, order, regulation, requisition of the government of the United States of America or any agency thereof, or any other cause beyond the reasonable control of HPI, with respect to any portion of the Contract unperformed by reason of same, HPI shall at its option be relieved from further responsibility under this Contract, including obligations related to the storage of finished goods, whether or not such cause is operative at the time of making such contract. In the event HPI elects to complete its performance, the time of performance on the part of HPI shall be extended for such period as may be necessary to enable it to make delivery after such cause has been removed.

32. NO SET-OFF. Buyer shall not be entitled, and hereby waives its right by law, if any, to set-off any claim or counterclaim for money due, or to become due, to HPI, by reason of any claim or counterclaim arising out of this Contract or any other Service Request or transaction between HPI and Buyer, or any other person affiliated with Buyer.

[Remainder of Page Intentionally Blank;
Signatures on Following Page]

Acknowledged and Accepted by HPI:

Signature ____________________________

Name: ____________________________

Title: ____________________________

Entity Name: ____________________________

Address for Notice: ____________________________

____

Date: ____________________________

Acknowledged and Accepted by Buyer:

Signature ____________________________

Name: ____________________________

Title: ____________________________

Entity Name: ____________________________

Address for Notice: ____________________________

____

Date: ____________________________

Indianola Municipal Utilities
RESOLUTION NO. 2025-003

RESOLUTION Accepting Proposal 24-43017 for Investigation of Outboard Generator Bearing with HPI LLC

WHEREAS, the Indianola Municipal Utilities has a need to hire HPI LLC to conduct a comprehensive investigation of the outboard generator bearing in Turbine 8 and,

WHEREAS, HPI LLC will deploy a highly skilled team to conduct the investigation and,

WHEREAS, the proposed cost of the investigation will be $23,599.67

NOW, THEREFORE, BE IT RESOLVED BY THE IMU BOARD OF TRUSTEES OF INDIANOLA, IOWA,
that General Manager Chris DesPlanques is authorized to accept this proposal, and sign any contracts and make payments as required.

PASSED AND APPROVED this 24th day of January 2024

____
Deb White, Chairperson

ATTEST:

____
Monica Thompson, Board Secretary