



# Professional and Technical Services Contract Amendment 3 State of Minnesota

**SWIFT Contract Number: 131758**

Contract Start Date:	<u>10/01/2017</u>	Total Contract Amount:	<u>\$305,000.00</u>
Original Contract Expiration Date:	<u>09/30/2022</u>	Original Contract:	<u>\$300,000.00</u>
Current Contract Expiration Date:	<u>09/30/2022</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Contract Expiration Date:	<u>10/31/2022</u>	This Amendment:	<u>\$ 5,000.00</u>

This Amendment is by and between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal (“SFM”) division (“State”), and the **City of Grand Rapids**, acting on behalf of its Fire Department (“Contractor”). The State and Contractor may be referred to jointly as “Parties.”

### Recitals

1. The State has a contract with the Contractor identified as SWIFT contract number 131758 (“Original Contract”) for Contractor to provide regional HAZMAT response services to assist local authorities in protecting the public’s safety from effects of a hazardous materials release.
2. The State needs to amend the Original Contract to extend the term one (1) month.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

### Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 1, “**Term of Contract,**” is amended as follows:

1. **Term of Contract**
  - 1.1 **Effective Date.** October 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.
  - 1.2 **Expiration Date.** ~~September 30, 2022~~ October 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
  - 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this Contract: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**REVISION 2.** Clause 4, “**Consideration and Payment,**” is amended as follows:

4. **Consideration and Payment**
  - 4.1 **Consideration.** The State will pay for all services performed by the Contractor under this Contract as follows:
    - (a) **Compensation.** The Contractor will be paid by the State for the following costs, not to exceed **Sixty Thousand and 00/100 Dollars (\$60,000.00)** during each twelve-month period, i.e. October 1 through September 30, of the contract:
      - 1) Capital equipment – Cost of capital equipment including vehicles.
      - 2) Training – Cost of training team personnel (excluding exercise training).
      - 3) Medical examinations – Cost of annual medical examinations for team personnel.
      - 4) Consumable supplies – Cost of consumable supplies.
      - 5) Administration – Cost of program administration.

- 6) Maintenance – Cost of equipment maintenance.

The Contractor will be paid **Five Thousand and 00/100 Dollars (\$5,000.00)** for services commencing October 1, 2022, and ending October 31, 2022.

- (b) **Total Obligation.** The total obligation of the State for all compensation to the Contractor corresponding to Clause 4, Section 4.1(a) of this Contract shall not exceed **Sixty Thousand and 00/100 Dollars (\$60,000.00)** for each twelve month period commencing October 1 and ending September 30, a total of ~~Three Hundred Thousand and 00/100 Dollars (\$300,000.00)~~ during the Term of Contract.

In addition to the five (5) consecutive twelve-month periods, the State will pay the Contractor **Five Thousand and 00/100 Dollars (\$5,000.00)** for services commencing October 1, 2022, and ending October 31, 2022, a total of **Three Hundred Five Thousand and 00/100 Dollars (\$305,000.00)** during the Term of Contract.

- (c) **Emergency Response Reimbursement.** In addition to the Compensation identified in Clause 4, Section 4.1(a) above, the State will reimburse Contractor for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed **Five Thousand and 00/100 Dollars (\$5,000.00)** for any single response unless pre-authorized in writing by the State's Authorized Representative.

1) **CAT Team Personnel Costs**

An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to five (5) persons [Note: See Clause 2(n) above]. Hourly rates will be determined by and in accordance with the Contractor's collective bargaining agreement(s) corresponding to personnel.

2) **Additional Wage Costs for Local Callback Personnel**

An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to five (5) persons. Hourly rates will be determined by and in accordance with the Contractor's collective bargaining agreement(s) corresponding to personnel.

3) **Vehicle Operating Costs**

Up to \$150.00 per hour for hazardous materials response vehicle; up to \$100.00 per hour for support vehicles; and up to \$100.00 per hour for regional mobile air trailer.

4) **Cost of Consumable Supplies Used**

Cost for consumable supplies used shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.

5) **Costs of Repair or Replacement of Damaged or Destroyed Equipment**

Contractor must submit an itemized invoice for actual costs incurred. If cost is estimated to exceed \$500.00, Contractor shall consult with the State's Authorized Representative to determine if the State will require competitive bids or quotes prior to the repair or replacement of equipment. If the State requires a competitive solicitation, Contractor must comply with the applicable municipal bidding laws.

6) **Communication Costs, including Long Distance and Cellular Telephone Charges**

Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Contractor must submit an itemized invoice for actual costs incurred.

7) **Administrative Costs Directly Resulting from the Emergency Response**

Up to \$500.00 per incident based on actual costs incurred. Contractor may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.

8) **Costs Incurred in the Use of Special Equipment (Minnesota Rules Chapter 7514.1200)**

Costs for this item shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.

9) **Costs Associated with Providing Support to Cleanup Operations (Minnesota Rules Chapter**

**7514.0900, subpart 5)**

Costs for this item shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.

**10) Costs Associated with Providing Standby Technical Assistance (Minnesota Rules Chapter 7514.1600, subpart 4)**

Costs for this item shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.

**11) Other Direct Costs Incurred by the Contractor as a Result of the Emergency Response**

Costs for this item shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.

**4.2 Payment.**

- (a) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
- 1) Contractor Compensation [Clause 4, Section 4.1(a)].** Contractor shall submit a completed Contractor's Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clause 4, Section 4.1(a) of this contract. Contractor shall submit a final invoice for each twelve-month period of this contract no later than October 30 of each year. The State will process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.
  - 2) Emergency Response Reimbursement [Clause 4, Section 4.1(d)].** Contractor shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and must provide sufficient detail corresponding to each category identified in Clause 4, Section 4.1(d) above. The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.
- (b) **Retainage.** Under Minnesota Statutes § 16C.08, subdivision 2(10), no more than ninety percent (90%) of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect; and the Original Contract and any previous amendments are incorporated into this amendment by reference.

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**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Purchase Order Number: \_\_\_\_\_

**2. Contractor: City of Grand Rapids**

*The Contractor certifies that the appropriate persons have executed the Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. Department of Public Safety;  
State Fire Marshal Division**

*Individual certifies the applicable provisions of Minnesota Statute § 16C.08, subdivisions 2 and 3, are reaffirmed.*

Print Name: \_\_\_\_\_  
(with delegated authority)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. Commissioner of Administration**

*As delegated to the Office of State Procurement*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_