

Professional/Technical Contract Amendment No. 1

State of Minnesota

SWIFT Contract No.: 00000000000000000052441

SWIFT Purchase Order No.: 3000014066

Contract Start Date:	<u>October 1, 2012</u>	Total Contract Amount:	<u>\$480,000.00</u>
Original Contract Expiration Date:	<u>Sept. 30, 2014</u>	Original Contract:	<u>\$240,000.00</u>
Current Contract Expiration Date:	<u>Sept. 30, 2014</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	<u>Sept. 30, 2016</u>	This Amendment:	<u>\$240,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Public Safety, Division of Homeland Security and Emergency Management ("State") and City of Saint Paul, Department of Fire and Safety Services, whose designated business address is 645 Randolph Avenue, Saint Paul, Minnesota 55102 ("Contractor").

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract No.: 00000000000000000052441 ("Original Contract") to provide professional/technical services from regionally located Hazardous Materials Emergency Response and Chemical Assessment Teams to assist local authorities in protecting the public's safety from effects of a hazardous materials release.
2. The State wishes to exercise its option to extend its current contract with the City of Saint Paul, Fire and Safety Services, Emergency Response Team, for an additional two-year period.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract 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:

- 1.1 **Effective date:** October 1, 2012, or the date the State obtains all required signatures under Minnesota Statutes Section 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, 2014~~ September 30, 2016, 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 2. "**Contractor's duties**", is amended as follows:

2.2 In addition, when functioning as an Emergency Response Team, Contractor will:

- (A) Maintain the minimum composition of team members required by Minnesota Rules, Chapter 7514.0800.

- (B) Respond to each incident as an Emergency Response Team with a minimum of nine (9) persons certified to the levels of hazardous materials training required by Minnesota Rules, Chapter 7514.0800, Subpart 5.
- (C) Respond to incidents and assist local authorities by taking emergency actions necessary to protect life, property, and the environment from the effects of a release of a hazardous material. (Minnesota Rules, Chapter 7514.0900, Subpart 2).
- (D) Take emergency actions at the scene of a hazardous materials incident including, but not limited to, preventing the release, mitigating the effects of the release, and stabilizing the emergency situation (Minnesota Rules, Chapter 7514.0900, subpart 2).

REVISION 3. Clause 4.1 "**Consideration**" is amended as follows:

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 in each year of the contract associated to:
 - (1) Capital equipment – cost of capital equipment including vehicles not to exceed \$15,000.00
 - (2) Training – Annual cost of training team personnel (excluding exercise training) not to exceed \$64,000.00.
 - (3) Medical Examinations – Cost of annual medical examinations for team personnel not to exceed \$4,000.00.
 - (4) Consumable Supplies – Initial cost of consumable supplies not to exceed \$5,000.00.
 - (5) Administration – Program administration costs not to exceed \$30,000.00
 - (6) Maintenance – Equipment maintenance costs not to exceed \$2,000.00
- (B) Contractor may deviate from proposed budget stated in Clause 4, Section 4.1, Item (A) of this contract increasing and decreasing amounts between approved categories listed as needed and justified with the exception of category (5). Category (5) pertains to administration costs and may not be increased more than 20% without prior written approval from the State's Authorized Representative of this contract. The total amount for Clause 4, Section 4.1, Item (A) may not exceed \$120,000.00 per year (October through September) of this contract, and may not exceed \$240,000.00 \$480,000.00 for all years of the contract. Funds not expended by the Contractor during the first, second and third year of the contract will be cancelled.
- (C) **Emergency Response Compensation.** Contractor will be reimbursed by the State for the reasonable and necessary costs associated with an actual response as follows:
 - (1) Team Personnel Costs:
 - Year 1: \$95.00 per hour, including wages and fringe benefits, per person, 2 hour minimum
 - Year 2: \$95.00 per hour, including wages and fringe benefits, per person, 2 hour minimum
 - Year 3: \$95.00 per hour, including wages and fringe benefits, per person, 2 hour minimum
 - Year 4: \$95.00 per hour, including wages and fringe benefits, per person, 2 hour minimum
 - (2) Additional Wage Costs for Local Callback Personnel:
 - Year 1: \$55.00 per hour, including wages and fringe benefits, per person, 2 hour minimum
 - Year 2: \$55.00 per hour, including wages and fringe benefits, per person, 2 hour minimum
 - Year 3: \$55.00 per hour, including wages and fringe benefits, per person, 2 hour minimum

Year 4: \$55.00 per hour, including wages and fringe benefits, per person, 2 hour minimum

(3) Vehicle Operating Costs:

Year 1: \$120.00 per hour for Chemical Assessment Team vehicle, Emergency Response vehicle, Rescue Squad, Fire Engine, Ladder Truck, and \$62.00 per hour for additional vehicles.

Year 2: \$120.00 per hour for Chemical Assessment Team vehicle, Emergency Response vehicle, Rescue Squad, Fire Engine, Ladder Truck, and \$62.00 per hour for additional vehicles.

Year 3: \$120.00 per hour for Chemical Assessment Team vehicle, Emergency Response vehicle, Rescue Squad, Fire Engine, Ladder Truck, and \$62.00 per hour for additional vehicles.

Year 4: \$120.00 per hour for Chemical Assessment Team vehicle, Emergency Response vehicle, Rescue Squad, Fire Engine, Ladder Truck, and \$62.00 per hour for additional vehicles.

(4) Cost of Consumable Supplies Used:

Year 1 and 2: Contractor will submit an itemized invoice for actual costs. Costs for this item will not exceed the actual costs incurred.

Year 3 and 4: Contractor will submit an itemized invoice for actual costs. Costs for this item will not exceed the actual costs incurred.

(5) Costs of Repair or Replacement of Damaged or Destroyed Equipment:

Year 1 and 2: Contractor will submit an itemized invoice for actual costs incurred. If costs exceed \$500.00, the State may request competitive bids or quotes prior to the repair or replacement of equipment. Contractors, who are municipalities, must comply with municipal bidding laws.

Year 3 and 4: Contractor will submit an itemized invoice for actual costs incurred. If costs exceed \$500.00, the State may request competitive bids or quotes prior to the repair or replacement of equipment. Contractors, who are municipalities, must comply with municipal bidding laws.

(6) Communications Costs:

Year 1 and 2: Contractors will submit an itemized invoice for actual costs incurred. Eligible costs are defined as cellular and land line telephone costs for voice, data, or facsimile transmissions.

Year 3 and 4: Contractors will submit an itemized invoice for actual costs incurred. Eligible costs are defined as cellular and land line telephone costs for voice, data, or facsimile transmissions.

(7) Administrative Costs Directly Resulting from the Emergency Response:

Year 1 and 2: Up to \$400.00 per response, including wages and fringe benefits. Contractor may request additional administrative cost compensation, based on an itemized invoice for actual costs incurred, when extraordinary circumstances resulting from a specific State authorized emergency response are documented.

Year 3 and 4: Up to \$400.00 per response, including wages and fringe benefits. Contractor may request additional administrative cost compensation, 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 as provided in Minnesota Rules, Chapter 7514.1200.

Year 1 and 2: Contractor will submit an itemized invoice for actual costs. Costs for this item will not exceed the actual costs incurred.

Year 3 and 4: Contractor will submit an itemized invoice for actual costs. Costs for this item will not exceed the actual costs incurred.

- (9) Costs associated with providing Support to Cleanup Operations when requested in accordance with Minnesota Rules, Chapter 7514.0900, Subpart 5.
Year 1 and 2: Contractor will submit an itemized invoice for actual costs. Costs for this item will not exceed the actual costs incurred.

Year 3 and 4: Contractor will submit an itemized invoice for actual costs. Costs for this item will not exceed the actual costs incurred.

- (10) Costs associated with providing Standby Technical Assistance when requested in accordance with Minnesota Rules, Chapter 7514.1600, Subpart 4.
Year 1 and 2: Contractor will submit an itemized invoice for actual costs. Costs for this item will not exceed the actual costs incurred.

Year 3 and 4: Contractor will submit an itemized invoice for actual costs. Costs for this item will not exceed the actual costs incurred.

- (11) Other Direct Costs incurred by the Contractor as a result of the Emergency Response.
Year 1 and 2: Contractor will submit an itemized invoice for actual costs. Costs for this item will not exceed the actual costs incurred.

Year 3 and 4: Contractor will submit an itemized invoice for actual costs. Costs for this item will not exceed the actual costs incurred.

- (D) Costs incurred under Clause 4, Section 4.1, Item (C) of this contract for any single response by Contractor may not exceed \$5,000.00, unless authorized by the State.

All necessary and reasonable costs associated with a State authorized emergency response to a hazardous materials incident, incurred by the Contractor and authorized by the State, will be billed by the State to the responsible person, and managed by the State through a separate revolving account for such incidents. Contractor agrees that the State subrogates to the rights of the Contractor against the responsible person as defined in Minnesota Statutes 299A.52.

- (E) The total obligation of the State for all compensation to Contractor incurred under Clause 4, Section 4.1, Item (A), of this contract will not exceed ~~\$240,000.00~~ \$480,000.00.

REVISION 4. Clause 4.2 Section (A) "Invoices", Item (1) "Contractor Compensation" is amended as follows:

- (1) Contractor Compensation:** Contractor will submit a completed Contractor's Compensation Reimbursement Packet at least annually but not more frequently than monthly for reimbursement of costs identified in Clause 4, Section 4.1, Items (A) and (B) of this contract. Final invoice for reimbursement for State Fiscal Year 2015 must be received by the State no later than ~~October 30, 2014~~ July 31, 2015. Final invoice for reimbursement for State Fiscal Year 2016 must be received by the State no later than July 31, 2016. Final invoice for reimbursement under this contract must be received by the State no later than October 30, 2016. The State will process completed Reimbursement Packets for compensation within thirty (30) days of receipt. The total amount of reimbursement pertaining to Clause 4, Section 4.1, Items (A) and (B) of this contract will not exceed the limits of this contract.

REVISION 5. Clause 11 "Workers' compensation and other insurance" is amended as follows:

11. Workers' compensation and other insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the

Contract until they have obtained all the insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility, except, in accordance with the provisions of Minnesota Statutes, Chapter 299A.51, Subdivision 2, and Minnesota Rules Chapter 7514.2000 when the Contractor is deployed outside of its geographic jurisdiction, as described in Appendix C.

The Original Contract is incorporated into this amendment by reference.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: 
Date: 10/7/14

SWIFT Contract No. 52441 / PO #3-14066

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
(with delegated authority)

Title: _____

Date: _____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Distribution:

Contractor

Agency

State's Authorized Representative