

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, SEPTEMBER 24, 2013 - 5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Facility Plan for Stabilization Ponds – Greg Boppre**
- 2. Mold Remediation in Police Department – Brent Dammann/Greg Boppre**
- 3. Bid Results for 13CP1 Sidewalk Improvements (TE) – Greg Boppre**
- 4. Refuse Collection Services – Jason Stordahl**
- 5. Sander Truck – Jason Stordahl**
- 6. Salt & Sand Building – Jason Stordahl**
- 7. MNDOT Snow Removal Contract – Jason Stordahl**
- 8. City Boiler Inspection – Karl Lindquist**
- 9. Discussion of Preliminary Budget – Karl Lindquist**
- 10. October 8th Meeting – Karl Lindquist**

ADJOURN:

Upcoming Meetings

Regular Council Meeting – October 1, 2013 – 5:00 PM – Council Chambers
Work Session – October 8, 2013 – 5:00 PM – Training Room
Regular Council Meeting – October 15, 2013 – 5:00 PM – Council Chambers
Work Session – October 22, 2013 – 5:00 PM – Training Room
Regular Council Meeting – November 5, 2013 – 5:00 PM – Council Chambers

Request for Council Action

Date: September 18, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Henry Tweten, Chad Grassel, Mark Olstad and Ron Vonasek.

Cc: File

From: Greg Boppre, P.E.

RE: Amend Facility Plan - Stabilization Ponds

Background:

As per last weeks Council meeting, the next step in the upgrading of the stabilization ponds is to amend the Facility Plan. I emailed Vinod Sathyaseelan(MPCA) and asked what was necessary for the amendment(see attached). Therefore, I would like to get permission to amend the 2011 Facility Plan and submit the plan to MPCA.

As I have reported in earlier meetings, the Facility Plan is a necessary planning tool for MPCA and also necessary for any funding for this project.

Recommendation:

Approve amendment to Facility Plan

Enclosures:

Email - MPCA

Greg Boppre

From: Sathyaseelan, Vinod (MPCA) [Vinod.Sathyaseelan@state.mn.us]
Sent: Wednesday, September 18, 2013 8:30 AM
To: Greg Boppre; Scheirer, Paul (MPCA)
Cc: Brad Bail; Mark Hallan; Johnson, Nancy (PFA); jstordahl@eastgrandforks.net; Karl Lindquist (klindquist@egf.mn); Thomson, Sarah (MPCA); Dunn, Bill (MPCA)
Subject: RE: East Grand Forks wastewater ponds

Greg

Amendment to the 2011 version of the facility plan will be the recommended option. Please include (but limited to) detailed project schedule, current flow determination, funding sources that will be involved.

Also, just wanted to let you know that with our Red River Strategy, all the major will be getting a 1.0 mg/l Phosphorus limit. So, I would recommend to consider it during the planning stage for upgrading the ponds. Please include the design plan to treat the Phosphorus in the amended facility plan.

Feel free to contact me, if you have any question regarding this.

Thank you
Vinod Sathyaseelan

From: Greg Boppre [Greg.Boppre@wsn.us.com]
Sent: Wednesday, September 18, 2013 7:14 AM
To: Sathyaseelan, Vinod (MPCA); Scheirer, Paul (MPCA)
Cc: Brad Bail; Mark Hallan; Johnson, Nancy (PFA); jstordahl@eastgrandforks.net; Karl Lindquist (klindquist@egf.mn); Thomson, Sarah (MPCA)
Subject: East Grand Forks wastewater ponds

Vinod/Paul – the East Grand Forks City Council voted last night to upgrade the existing stabilization ponds, therefore I am wondering what information you will require to amend the Facility Plan. As you know, MPCA has approved two(2) facility plans for East Grand Forks, 2006 and 2011. The 2006 version the selected option was to upgrade the ponds and the 2011 version the selected version was the interconnect with the City of Grand Forks.

I do have updated costs for those two options and a cost estimate to add tertiary treatment if necessary in the future(these cost estimates were presented to the City Council 3 weeks ago). Therefore, can I just amend the 2011 Facility Plan with the current cost estimates and the selected option of upgrading the stabilization ponds?

Thanks

Greg Boppre, PE
Civil Engineer, Office Manager, VP

218-773-5627 | Direct
701-739-0055 | Cell

Request for Council Action

Date: 9/20/13

To: East Grand Forks City Council Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Brent Dammann

RE: Police Department Mold Remediation

Last Thursday was the deadline I gave for Steamatic and Servpro to submit proposals for the Mold Remediation work. Servpro did not submit a proposal. Steamatic submitted a revised proposal.

Attached is Steamatic's revised proposal. Please note the higher cost of the proposal. The only difference between their original proposal and this proposal was that we limited them to being in two rooms at one time to minimize interruption to the Department. As a result, this would extend their schedule to complete the work. Their original quote assumed they would get into every space at one time. They also included the unit costs that we asked for.



Delivering Solutions Since 1968

4051 Gateway Drive, Grand Forks ND 58203-0833 -- 701-746-1856
2942 Fiechtner Drive South, Fargo ND 58103 -- 701-232-4707
customerservice@steamaticrrv.com - www.steamaticrrv.com

September 11, 2013

Widseth Smith Nolting
2850 24th Avenue S, Suite 201
Grand Forks, ND 58201-5831

Attn: Brent Dammann
Re: EGF Police Headquarters mold exploratory

Steamatic appreciates the opportunity to give this proposal. We look forward to working with you to complete this project in a quality and timely manner.

Options:

- Investigative Mold Remediation Lump Sum** **\$84,800.00**
This amount includes: All exploratory remediation work based on a scope of work designed to pass clearance from a third party sampling contractor. The amount is based on sequencing of one or two rooms being made available for exploratory remediation at a time. It also includes repair scope of work based on remediation scope, including detach/reset of office desks and cabinets attached to walls needing exploratory remediation. It is assumed that if one wall is remediated, the entire room will need to be painted. It is also assumed that if one wall's vinyl base cove is removed, the all base cove will be replaced.
This amount does not include: Clearance sampling from third party contractor. Steamatic will not move office contents; facility will be responsible to remove contents and electronics. **CONTENTS MUST BE REMOVED FROM AREA PRIOR TO EXPLORATORY REMEDIATION.**

- Unit Cost # 1 for Additional Low Wall Remediation** **\$13.00 per lineal foot**
For instances where mold is observed on the backside of gypsum board on the opposite side of the wall, within 2' of the floor. The lineal foot cost to complete remediation and reconstruction work.

- Unit Cost # 2 for Additional Upper Wall Remediation** **\$2.50 per square foot**
For instances where mold is observed in the wall cavity greater than 2' above the floor. The square foot cost to complete remediation and reconstruction work.

- Unit Cost # 3 Closeout Testing** **\$1400.00 per site visit**
Cost for clearance testing based on two areas tested: Site visit by certified mold sampling contractor, consisting of 5 samples and report for each sampling.

**** Any applicable taxes will apply****



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SCOPE OF SERVICE

Steamatic proposes to provide demolition and remediation services in accordance with: 1) Remediation and cleaning guidelines from the ACGIH publication, Bioaerosols: Assessment and Control, 1999, Chapter 15. On-site requirements may include 1) A site specific safety & health plan established and maintained by Steamatic's administrative personnel; 2) A covered and secured debris container; 3) One or more portable lavatories for remediation personnel.

1. Containment will be erected in fungal effected areas to minimize cross contamination. Makeup air will be filtered from a window into the containment area and collected into a HEPA-filtered Negative Air machine. Negative air will be maintained throughout the demolition and remediation process.

2. Drywall and other structural surfaces will be removed where water damage and or fungal amplification is indicated. All affected framing and structural surfaces will be HEPA vacuumed, wire brushed or sanded and detail-cleaned. Following dry removal, all framing materials will be damp-wiped.

3. All debris will be properly bagged and disposed of by Steamatic.

4. Place drying equipment to reduce GPP in unit for stabilization.

5. Continuous air "washing" will be maintained after the completion of the demolition/remediation services and throughout repair process.

6. Steamatic does not perform clearance testing, but will sub-contract a qualified environmental testing professional.

SPECIAL POINTS:

BUILDING WILL BE DIVIDED INTO WORK ZONES. OFFICES WITHIN DESIGNATED AREAS WILL BE EVACUATED THROUGHOUT WORK AND REPAIR PROCESS. REMOVAL OF CONTENTS WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.



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Unforeseen problem areas or concerns discovered during completion of the scope of work may result in changes and additions to the scope of work and pricing. CHANGE ORDERS by the Customer or discovery of additional contaminated areas will increase the estimated charges in this estimate.

Damaged areas must be repaired immediately to prevent further water intrusions and mold issues. A controlled environment must be maintained before and during remediation services.

This proposal includes reconstruction, re-installation of fixtures or material replacement services.

TERMS AND CONDITIONS

Steamatic requires a signed contract to begin the job. Services not listed or changes in the scope of services as listed require a CHANGE ORDER authorized by property representative. CHANGE ORDER cost estimates will be provided and approved before services are provided. Payment for CHANGE ORDERS is due at the time of the CHANGE ORDER or as listed herein. Payment for services is due upon completion of each phase of the project and receipt of invoice.

Steamatic as a firm is certified by the Institute of Inspection, Cleaning and Restoration Certification (IICRC).

*Respectfully Submitted,
Jeff Torgerson,
Steamatic Estimator/Sales*

Accepted By: _____ Date: _____

Balance due upon completion of the job, 1-1/2% monthly charge on unpaid balances.

Note: If accepted please return signed.

Request for Council Action

Date: September 20, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Henry Tweten, Chad Grassel, Mark Olstad and Ron Vonasek.

Cc: File

From: Greg Boppre, P.E.

RE: Project Award – 2013 City Project No. 1 – Sidewalk Improvements (TE)

Background:

Two bids were received on September 19th for the 2013 CP No. 1 project, with the low bidder being Paras Contracting, Inc. (see attached). The 2013 CP #1 project is a Transportation Enhancement project funded through MnDOT and was originally bid on July 9th. Bids were rejected by Council on July 23rd. The project was redesigned and the project scope reduced.

The following is the proposed budget:

PROPOSED BUDGET

	<u>2013 CP #1 Base Bid</u>	<u>2013 CP #1 Alternate 1 Bid</u>
Construction	\$282,196.20	\$115,286.30
Plans / Specifications	\$33,863.54	\$13,834.36
Staking / Inspection	\$22,575.70	\$9,222.90
Contingencies	\$14,109.81	\$5,764.32
Administration / Legal	<u>\$8,465.88</u>	<u>\$3,458.59</u>
TOTAL PROJECT COST	\$361,211.13	\$147,566.47

PROPOSED FUNDING

	<u>2013 CP #1 Base Bid</u>	<u>2013 CP #1 Alternate 1 Bid</u>
MnDOT - Federal Funds	\$160,290.40	\$43,981.60
MnDOT - State Funds	\$81,833.20	\$0.00
City	<u>\$119,087.53</u>	<u>\$103,584.87</u>
TOTAL PROJECT COST	\$361,211.13	\$147,566.47

Recommendation:

Award Base Bid to Paras Contracting for \$282,196.20

Enclosures:

Bid Tab

2013 CITY PROJECT NO. 1 - MULTI-PURPOSE TRAIL

City of East Grand Forks

SP 119-010-005

TA 6013 (187)

Wideth Smith Nolting & Associates

WSN Project No. 706G0014

Date: September 20, 2013

BASE BID				Davidson Construction		Paras Contracting		Engineer	
ITEM NO.	ITEM DESCRIPTION	UNIT	EST'D QUANT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
2021.501	MOBILIZATION	LUMP SUM	1	\$ 28,000.00	\$ 28,000.00	\$ 13,000.00	\$ 13,000.00	\$ 16,000.00	\$ 16,000.00
2104.501	REMOVE CURB AND GUTTER	LIN FT	218	\$ 12.00	\$ 2,616.00	\$ 11.00	\$ 2,398.00	\$ 15.00	\$ 3,270.00
2104.503	REMOVE CONCRETE SIDEWALK	SQ FT	361	\$ 3.00	\$ 1,083.00	\$ 3.00	\$ 1,083.00	\$ 4.00	\$ 1,444.00
2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	5	\$ 100.00	\$ 500.00	\$ 10.00	\$ 50.00	\$ 30.00	\$ 150.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	20	\$ 12.00	\$ 240.00	\$ 17.50	\$ 350.00	\$ 15.00	\$ 300.00
2104.523	SALVAGE SIGN	EACH	4	\$ 250.00	\$ 1,000.00	\$ 25.00	\$ 100.00	\$ 100.00	\$ 400.00
2105.501	COMMON EXCAVATION (P)	CU YD	996	\$ 25.00	\$ 24,900.00	\$ 14.50	\$ 14,442.00	\$ 25.50	\$ 25,398.00
2105.525	TOPSOIL BORROW (LV)	CU YD	50	\$ 50.00	\$ 2,500.00	\$ 17.00	\$ 850.00	\$ 25.00	\$ 1,250.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	1962	\$ 45.00	\$ 88,290.00	\$ 41.00	\$ 80,442.00	\$ 50.00	\$ 98,100.00
2301.501	CONCRETE PAVEMENT	SQ YD	5	\$ 200.00	\$ 1,000.00	\$ 100.00	\$ 500.00	\$ 160.00	\$ 800.00
2504.602	ADJUST VALVE BOX	EACH	8	\$ 250.00	\$ 2,000.00	\$ 120.00	\$ 960.00	\$ 300.00	\$ 2,400.00
2521.501	4" CONCRETE WALK	SQ FT	10240	\$ 5.50	\$ 56,320.00	\$ 6.35	\$ 65,024.00	\$ 7.00	\$ 71,680.00
2521.501	6" CONCRETE WALK	SQ FT	1778	\$ 6.00	\$ 10,668.00	\$ 8.40	\$ 14,935.20	\$ 8.50	\$ 15,113.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	218	\$ 35.00	\$ 7,630.00	\$ 34.00	\$ 7,412.00	\$ 42.00	\$ 9,156.00
2531.618	TRUNCATED DOMES	SQ FT	220	\$ 55.00	\$ 12,100.00	\$ 52.00	\$ 11,440.00	\$ 70.00	\$ 15,400.00
2545.602	ADJUST HANDHOLE	EACH	3	\$ 500.00	\$ 1,500.00	\$ 225.00	\$ 675.00	\$ 750.00	\$ 2,250.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 12,500.00	\$ 12,500.00	\$ 8,000.00	\$ 8,000.00
2564.536	INSTALL SIGN PANEL	EACH	4	\$ 500.00	\$ 2,000.00	\$ 115.00	\$ 460.00	\$ 200.00	\$ 800.00
2564.602	F&I SIGN PANEL TYPE C	EACH	12	\$ 500.00	\$ 6,000.00	\$ 210.00	\$ 2,520.00	\$ 315.00	\$ 3,780.00
2565.602	SAW CUT LOOP DETECTOR 6'x6' (1)	EACH	7	\$ 2,000.00	\$ 14,000.00	\$ 1,250.00	\$ 8,750.00	\$ 1,800.00	\$ 12,600.00
2565.616	REVISE SIGNAL SYSTEM (1)	SYSTEM	1	\$ 28,000.00	\$ 28,000.00	\$ 13,550.00	\$ 13,550.00	\$ 35,000.00	\$ 35,000.00
2571.602	TREE PROTECTION	EACH	8	\$ 300.00	\$ 2,400.00	\$ 225.00	\$ 1,800.00	\$ 250.00	\$ 2,000.00
2571.602	TREE PRUNING	EACH	8	\$ 400.00	\$ 3,200.00	\$ 225.00	\$ 1,800.00	\$ 250.00	\$ 2,000.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	18	\$ 150.00	\$ 2,700.00	\$ 200.00	\$ 3,600.00	\$ 150.00	\$ 2,700.00
2575.555	TURF ESTABLISHMENT	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 17,450.00	\$ 17,450.00	\$ 8,000.00	\$ 8,000.00
2582.503	CROSSWALK MARKING - EPOXY	SQ FT	660	\$ 15.00	\$ 9,900.00	\$ 9.25	\$ 6,105.00	\$ 15.50	\$ 10,230.00
TOTAL BASE BID					\$ 333,547.00		\$ 282,196.20		\$ 348,221.00

ALTERNATE NO. 1

2101.502	CLEARING	TREE	8	\$ 250.00	\$ 2,000.00	\$ 125.00	\$ 1,000.00	\$ 200.00	\$ 1,600.00
2101.507	GRUBBING	TREE	8	\$ 250.00	\$ 2,000.00	\$ 125.00	\$ 1,000.00	\$ 200.00	\$ 1,600.00
2104.501	REMOVE CURB AND GUTTER	LIN FT	77	\$ 12.00	\$ 924.00	\$ 11.00	\$ 847.00	\$ 15.00	\$ 1,155.00
2104.503	REMOVE CONCRETE SIDEWALK	SQ FT	173	\$ 3.00	\$ 519.00	\$ 3.00	\$ 519.00	\$ 4.00	\$ 692.00
2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	5	\$ 100.00	\$ 500.00	\$ 10.00	\$ 50.00	\$ 30.00	\$ 150.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	8	\$ 12.00	\$ 96.00	\$ 17.50	\$ 140.00	\$ 15.00	\$ 120.00
2104.523	SALVAGE SIGN	EACH	2	\$ 250.00	\$ 500.00	\$ 25.00	\$ 50.00	\$ 100.00	\$ 200.00
2105.501	COMMON EXCAVATION (P)	CU YD	604	\$ 25.00	\$ 15,100.00	\$ 14.50	\$ 8,758.00	\$ 25.50	\$ 15,402.00
2105.525	TOPSOIL BORROW (LV)	CU YD	25	\$ 50.00	\$ 1,250.00	\$ 17.00	\$ 425.00	\$ 25.00	\$ 625.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	244	\$ 60.00	\$ 14,640.00	\$ 41.00	\$ 10,004.00	\$ 50.00	\$ 12,200.00
2301.501	CONCRETE PAVEMENT	SQ YD	5	\$ 200.00	\$ 1,000.00	\$ 100.00	\$ 500.00	\$ 160.00	\$ 800.00
2504.602	ADJUST VALVE BOX	EACH	1	\$ 250.00	\$ 250.00	\$ 120.00	\$ 120.00	\$ 300.00	\$ 300.00
2521.501	4" CONCRETE WALK	SQ FT	9966	\$ 5.50	\$ 54,813.00	\$ 6.35	\$ 63,284.10	\$ 7.00	\$ 69,762.00
2521.501	6" CONCRETE WALK	SQ FT	363	\$ 6.00	\$ 2,178.00	\$ 8.40	\$ 3,049.20	\$ 8.50	\$ 3,085.50
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	77	\$ 35.00	\$ 2,695.00	\$ 34.00	\$ 2,618.00	\$ 42.00	\$ 3,234.00
2531.618	TRUNCATED DOMES	SQ FT	56	\$ 55.00	\$ 3,080.00	\$ 52.00	\$ 2,912.00	\$ 70.00	\$ 3,920.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 1,200.00	\$ 1,200.00	\$ 12,000.00	\$ 12,000.00
2564.536	INSTALL SIGN PANEL	EACH	2	\$ 500.00	\$ 1,000.00	\$ 115.00	\$ 230.00	\$ 200.00	\$ 400.00
2564.602	F&I SIGN PANEL TYPE C	EACH	6	\$ 500.00	\$ 3,000.00	\$ 210.00	\$ 1,260.00	\$ 315.00	\$ 1,890.00
2571.602	TREE PROTECTION	EACH	6	\$ 300.00	\$ 1,800.00	\$ 225.00	\$ 1,350.00	\$ 250.00	\$ 1,500.00
2571.602	TREE PRUNING	EACH	6	\$ 400.00	\$ 2,400.00	\$ 225.00	\$ 1,350.00	\$ 250.00	\$ 1,500.00
2573.53	STORM DRAIN INLET PROTECTION	EACH	17	\$ 150.00	\$ 2,550.00	\$ 200.00	\$ 3,400.00	\$ 150.00	\$ 2,550.00
2575.555	TURF ESTABLISHMENT	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 12,000.00	\$ 12,000.00
2582.503	CROSSWALK MARKING - EPOXY	SQ FT	240	\$ 15.00	\$ 3,600.00	\$ 9.25	\$ 2,220.00	\$ 15.50	\$ 3,720.00
TOTAL ALTERNATIVE BID					\$ 135,895.00		\$ 115,286.30		\$ 150,405.50

TOTAL BASE BID PLUS ALTERNATIVE BID

\$ 469,442.00

\$ 397,482.50

\$ 498,626.50

I hereby certify that this tabulation of bids is a true and correct copy of the bids received on the City of East Grand Forks, 2013 City Project No. 1 Multi-Purpose Trail, East Grand Forks, MN.

Project bid September 19, 2013

Lee Cariveau, P.E. Reg No. 44230

Request for Council Action

Date: 9/19/2013

To: East Grand Forks City Council, Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Jason Stordahl, Public Work Director

RE: Country Wide Sanitation

Background: A few weeks ago we discussed at a work session whether or not to put the residential refuse collection contract out for bid. You as a council had asked me to take a look at contractors that may be interested in the job. So far I found one (there may be more, but none that I'm aware of at this time) Country Wide Sanitation. Country Wide has reviewed the City's old contract with Waste Management and they feel they would have the capacity to offer similar services with some extra benefits for the City.

My question to council is this: Would you like Country Wide to come to our next work session and do a presentation on their Company and what they have to offer?

Request for Council Action

Date: 9/19/2013

To: East Grand Forks City Council, Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Jason Stordahl, Public Work Director

RE: Sander Truck

We have budgeted in this year's Capital Improvement Plan to purchase a sander truck for the amount of \$50,000. I'm currently requesting estimates, and will bring the estimates along with my recommendation to next week's work session.

Request for Council Action

Date: 9/19/2013

To: East Grand Forks City Council, Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Jason Stordahl, Public Work Director

RE: Sand and Salt Building

Background: In the City's CIP for 2013 we have \$80,000 to build a sand/salt building. I will bring multiple estimates for construction of building, and a recommendation to next week's work session.

Request for Council Action

Date: 09/20/13

To: East Grand Forks City Council Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Jason Stordahl

RE: MNDOT Snow Removal Contract

Background: For many years the City has removed snow on Demers Ave and Business Highway 2 for MNDOT. Every year the agreement is renewed and states the amount the City is able to charge for these services.

Recommendation:

If the City chooses to move forward with constructing its own Salt and Sand Building, the City will have to renew another snow removal contract with MNDOT.

If the City chooses not to move forward with the Salt and Sand Building then it would be recommended to amend this agreement with MNDOT to state the City will not charge for snow removal services in return for the use of the Salt and Sand Building located close to East Grand Forks.



Minnesota Department of Transportation
 District 2
 3920 Highway 2 West, MS 020
 Bemidji, Minnesota 56601

Office Tel: 218-755-6569
 Fax: 218-755-6512

Contract Routing/Approval Checklist

TO: Susan Berndt
 Contract Management

FROM: Tim Donaghue
 D2 State Aid Assistant

DATE: July 15, 2013

MnDOT Contract # 02218 Work Order #1
Contract is between MnDOT and: City of East Grand Forks
Project Description: Snow and ice removal

Please review, approve and forward. Thank you.

Routing/Task Checklist	Contact Name	Contact Info	Date
1. Obtain vendor approval signatures	Karl Lindquist (Interim)	218-456-2128	
2. Attach resolution from vendor, if a public agency	City of East Grand Forks		
3. Accounting approval	Brenda Bard	MS: 020	
4. MnDOT Approval	Craig Collison Acting District Engineer	MS:020	
5. Contract Management	Susan Berndt	MS: 130	
6. Return to:	Tim Donaghue	MS: 020	

Minimum Originals: [4]
 [1] Contract Management
 [1] Originator
 [1] Vendor

Additional Originals:

Additional Attachments:



X the appropriate line
 Payable by State X
 Receivable by State _____

**STATE OF MINNESOTA
 WORK ORDER UNDER
 MASTER PARTNERSHIP CONTRACT**

State Project (SP):	N/A	Trunk Highway (TH):Business T.H.2	
Project Identification:	Snow and ice removal on portions of MN/DOT Trunk Highways within the City Limits of the City of East Grand Forks.		

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 02218 between the state of Minnesota acting through its Commissioner of Transportation ("State") and the City of East Grand Forks, a political subdivision of the State of Minnesota ("Local Government") and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

Work Order Contract

Article 1 Term of Work Order Contract; Incorporation of Exhibits:

- 1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency's Authorized Representative.
- 1.2 Expiration date: This Work Order Contract will expire on May 1, 2017 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits A&B attached and incorporated into this Work Order Contract.

Article 2 Nature of Work; Requesting and Providing Party:

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
 - _____ Construction Administration
 - _____ Emergency Services
 - _____ Professional/Technical Services
 - X _____ Roadway Maintenance
- 2.2 X the blanks below to indicate which party is the "Requesting Party" and which party is the "Providing Party".
 - 2.2.1 The Requesting Party is: X State _____ Local Government
 - 2.2.2 The Providing Party is: _____ State X Local Government

Article 3 Scope of Work:

- 3.1 The Providing Party will perform services under this Work Order summarized generally as follows: The City of East Grand Forks Maintenance Forces will perform snow and ice removal operations on portions of MN/DOT Trunk Highways within the City Limits of East Grand Forks.

3.2 The Providing Party will perform work in accordance with the “Standard Terms” contained in Exhibit A.

Article 4 Deliverables by the Providing Party:

4.1 Deliverables are the work products created or supplied by the Providing Party pursuant to the terms of this Work Order. The detailed summary of the deliverables for this work order are as follows:

Deliverable	Description	Due Date
Labor and Equipment per Exhibit B	Snow and Ice Removal	As needed during snow events

Article 5 Items provided or completed by the Requesting Party.

5.1 The following will be provided or completed by the Requesting Party:

Mn/Dot will provide locations to the City of East Grand Forks for necessary snow and ice removal.

Article 6 Consideration of Payment:

6.1 The Requesting Party will pay for all services performed by the Providing Party on an actual cost reimbursement basis as follows per exhibit B.

6.1.1 The following items will be reimbursable at their actual cost to the Providing Party:

6.1.1.1 Materials and supplies reasonably needed to perform the work; and

6.1.1.2 Equipment needed to perform the work, at its rental rate as established by the State; and

6.1.1.3 Actual and reasonable costs of consultants and contractors engaged to perform the work; and

6.1.1.4 Actual salary costs incurred by the Providing Party, at the normal rate of pay plus reasonable and customary labor additives.

6.1.2 The Providing Party must, upon request of the Requesting Party, provide documentation showing a breakdown of costs claimed for reimbursement.

6.2 The Requesting Party’s total obligation for all compensation and reimbursements to the Providing Party will not exceed 120% of the annual anticipated per year cost as listed below for the life of this contract, without an amendment to this Work Order contract.

Annual Anticipated Costs per Snow Removal Season	
Snow removal for Season 2013-2014	\$7,943.40
Snow removal for Season 2014-2015	\$8,181.70
Snow removal for Season 2015-2016	\$8,427.15
Snow removal for Season 2016-2017	\$8,679.96

Article 7 Terms of Payment:

7.1 The Requesting Party will pay the Providing Party upon receipt and approval of an invoice for eligible costs. The Providing Party will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. Upon request of the Requesting Party, the Providing Party must provide documentation showing the actual costs incurred.

Invoices will be submitted to:

Name: Joel Leas
Title: Transportation Materials Supervisor
Name of Local Government: Minnesota Department of Transportation
Street Address: 1320 Sunflower Street
City, State Zip: Crookston, MN. 56716
Phone: 218-277-7956
Email Address: Joel.leas@state.mn.us

Article 8 Local Government's Project Manager:

8.1 The Local Government's Project Manager for this Work Order is:

Name: Karl Lindquist (or successor)
Title: City Administrator
Name of Local Government: City of East Grand Forks
Street Address: City Hall, 600 DeMers Avenue
City, State Zip: East Grand Forks, Mn. 56521
Phone: 218-773-2483
Email Address: klindquist@egf.mn

8.2 The Local Government's Project Manager for this Work Order is responsible for overseeing the Local Government's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 9 State's Project Manager:

9.1 The State's Project Manager, for this Work Order is:

Name: Domingo Aguilar
Title: TOS II
Name of Local Government: MN/DOT
Street Address: 1320 Sunflower Street
City, State Zip: Crookston, MN. 56716
Phone: 218-277-7956
Email Address: Domingo.aguilar@state.mn.us

- 9.2 The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 10 Termination.

- 10.1 Termination by the State or Local Government. The Local Government, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the Providing party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 10.2 Termination for Insufficient Funding. If the State is the Requesting Party, The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

Article 11 Additional Provisions

None

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LOCAL GOVERNMENT

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

By: _____

Title: _____

Date _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT
Contract # _____

SWIFT
PO # _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: District Engineer

Date _____

COMMISSIONER OF ADMINISTRATION

By: _____

Title: _____

Date _____

EXHIBIT A – STANDARD TERMS

1. The Providing Party will perform roadway maintenance in accordance with the specifications and guidelines in the current “MnDOT Maintenance Manual”
2. Unless otherwise provided in this Work Order, the Providing Party is not required to perform extraordinary maintenance or reconstruction. The Providing Party should notify the Requesting Party immediately if it becomes aware of any maintenance, not covered by this Work Order that should be addressed immediately to prevent the risk of serious injury to the public.
3. The Providing Party will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

**EXHIBIT – B
ACTUAL COST REIMBURSEMENT**

Article						
6.1.1.1	Materials and Supplies	Tons	Rate	Total		
	Sand			0		
	Road Salt					
	MnDOT will replace pound for pound	N/A	N/A	N/A		
6.1.1.2	Equipment Rental	Hourly Rate				
	Loader w/Blower	\$195.00				
	Loader	\$105.00				
	Motor Grader w/ wing	\$110.00				
	Tandem Truck(No salt/sand)	\$65.00				
6.1.1.3	Costs of Consultants	NA				
6.1.1.4						
	Labor	Per Hour	Rate	Labor Additive Percent	Labor Additive \$	Total Rate \$
	Actual Salary Costs Incurred	1.00	\$26.62	38.75%	\$10.31	\$39.93
	Overtime	1.50	\$39.93	23.04%	\$9.20	\$49.13
	Overtime X2 - Sundays and Holidays	2.00	\$53.24	23.04%	\$9.20	\$62.44

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Request for Council Action

Date:

To: East Grand Forks City Council Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Karl Lindquist

RE: Boiler Inspection

The City's insurance carrier has informed the City that the boilers in any building equipped with a boiler must be inspected every day that the building is occupied. The State Inspector for the Northwest Region of Minnesota, Ms. Rebecca Hayes, has confirmed the City insurance carrier's position.

The library has a boiler and is now open seven days a week, so the boiler(s) have to be inspected seven days a week.

In the past, before the library was open seven days a week, two public works employees inspected the City's boilers. Those two employees have now indicated a hesitancy to inspect the library boilers on the week end. Furthermore, the 2013 labor agreement with the Teamsters limits the number of employees who can receive a boiler license stipend to two employees.

City staff is stuck on how to resolve this problem.