

PUBLIC SAFETY RADIO PROJECT CHANGE ORDERS

SUGGESTED MOTION:

Move to rescind prior approval of the Chaffin quotes approved on December 2, 2019, for mount microwave relay equipment on three water towers and approve quotes with Midwest Steeplejacks quotes in an amount totaling and not to exceed \$80,637.

Microwave Mount-Contractor Change/New Quote

Background

As part of the Cass County Public Safety communications project, there are several tasks that are outside of Motorola contract scope.

- Relocated existing VHF antenna to accommodate new Microwave Dish (Amenia Site)
- Supply and install microwave dish mounts for water tank sites
 - 32nd Ave WT
 - 64th Ave WT

Outreach was initiated to work with the project antenna services company (Chaffin Tower Services- Hulbert, OK)

A scope of work was presented to Chaffin and quotes were received by Cass County Project Manager

The quotes (to not exceed) were approved by Cass County Commission (12/2/20)

- \$4500-Amenia
- \$20,609-32nd Ave WT
- \$17,209-64th Ave WT

\$42,318-Total

As Motorola and civil subcontractor attempted to schedule on site work with antenna services company, commitments were continually postponed, in turn placing undue risk with project schedule. Eventually, a decision was made to terminate additional work with Chaffin and solicit services from different antenna services company.

Motorola/civil contractor reached agreement with Midwest Steeplejacks of West Fargo, ND to continue antenna installation for project LMR antennas.

In turn, Cass County project manager solicited services/quotes from Midwest Steeplejacks for antenna relocation and microwave mounts.

The quotes received were as follows

- \$3270-Amenia
- \$44,949-32nd Ave WT
- \$32,418-64th Ave WT

\$80,637-Total

Due to project scheduling and effort to coincide site work (and minimize costs), Cass County PM gave Midwest Steeplejacks verbal approval to proceed with Amenia work only. (March 2020)

Cass Co PM consulted with Midwest Steeplejacks to ensure project scope was followed (and not include work outside of scope). Additionally, Cass PM questioned the cost differential for water tank mount work. (Referencing prior quotes). It was explained (by Midwest Steeplejacks) the site owner requirements regarding welding, 3rd party inspections, coating removal/re-application, documentation and pre/post site walks were the bulk of the quote.

In summary, water tank sites have stringent requirements and quotes reflect costs those stringent requirements.

As Cass PM, I have compared the two vendor submissions.

I do not view retaining Chaffin Tower Services as a viable option. Since they are no longer part of project LMR antenna installation, they have not been part of in person project meetings and status updates. The same scheduling issues that plagued the ability to get Chaffin back to Cass County are still in place. (And now since they are not part of LMR project and Chaffin quotes were valid for 30 days, the approved quotes are subject to revision)

Based upon this review and project schedule, it my recommendation Cass County Commissioners rescind approval of the Chaffin quotes approved during 12/2/2019 meeting and approve the Midwest Steeplejacks quotes totaling (Not to exceed) \$80,637.

Thanks in advance

Brian Zastoupil
Radio Systems Coordinator



133 West Main Ave Suite 201
West Fargo, ND 58078
Phone: (701)241-7040
Fax: (701)298-8485
E-mail: info@midweststeeplejacks.com

March 9, 2020

Brian Zastoupil
Radio Systems Coordinator
Red River Regional Dispatch Center
300 NP Ave Suite #206
Fargo, ND 58102
701 451-7683

Attention: Brian Zastoupil

Project: Cass County ND

Dear Mr. Zastoupil,

Midwest Steeplejacks, Inc. is pleased to submit a price in the amount of \$3,270.00 (THREE THOUSAND TWO HUNDRED SEVENTY DOLLARS AND 00/100) as required for the project referenced above.

This price includes the following work.

- Amenia Site: labor and material to relocate existing 8 bay dipole antenna at 260' elevation from tower leg B to tower leg A. Relocation might require the installation of a longer jumper. \$3,270.00

Our price is based on the following clarifications and exceptions which we would expect to become part of any resulting contract or purchase order:

1. Payment for work performed shall be within thirty days of completion or a service charge of 1.5 % per month will be assessed.
2. Mechanics/Contractors lien waiver will not be signed until payment is made in full.
3. Our proposal and scope of work does not include any design or engineering services.
4. Midwest Steeplejacks will not be responsible for any work performed by other contractors not hired directly by Midwest Steeplejacks on the project.
5. No deadlines or completion dates are implied unless otherwise determined at the time the work is ordered.
6. Federal, state and local permits are the responsibility of the customer.
7. The following T&M rates will be applied to any extra requested \$130.00/hr./employee.
8. Indemnity – Midwest Steeplejacks will indemnify and hold harmless client for claims only to the extent resulting solely from Midwest Steeplejacks negligence. In no case shall Midwest Steeplejacks be responsible for indirect, incidental, special or consequential damages, including any loss off profits loss of use of property or business interruption.
9. Delays – Midwest Steeplejacks will be entitled to additional time and compensation if delayed for reasons beyond our control. Any exposure for liquidated damages must be mutually agreed upon in advance.
10. Bid price assumes 10 hour working days.

11. Bid price does not include any costs for third party inspections or tests or construction delays due to such inspections or tests.
12. Site must be accessible for equipment weighing in excess of 50,000 pounds and does not include incidental damage due to wheel tracks or outriggers.
13. Bid price does not include rerouting or relocating existing lines if necessary.
14. Furnishing or installing antennas, coax, or other associated materials is not included unless otherwise noted above.

Thank you for the opportunity of submitting our proposal. If you have any questions, please do not hesitate to call.

Sincerely,
Midwest Steeplejacks, Inc.

Rory Kiland
President



133 Main Ave West Suite 201
West Fargo, ND 58078
Phone: (701)241-7040
Fax: (701)298-8485
E-mail: info@midweststeeplejacks.com

April 2, 2020

Brian Zastoupil
Radio Systems Coordinator
Red River Regional Dispatch Center
300 NP Ave Suite #206
Fargo, ND 58102
701 451-7683

Attention: Brian Zastoupil

Project: 64th Ave WT Microwave mount

Dear Mr. Zastoupil,

Midwest Steeplejacks, Inc. is pleased to submit a price in the amount of \$32,418.00 (THIRTY TWO THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND 00/100) as required for the project referenced above.

This price includes the following work.

- | | |
|--|-------------|
| • 64 th Ave Water Tank Fargo Site: labor to install microwave mount modification per SGS_1919566.1.2 (Rev 1) _SITE_64th Ave WT_MDD_3-30-2020. Price includes welding, blasting and painting on new mount steel. | \$24,910.00 |
| • 64 th Ave Water Tank Fargo Site: materials for microwave mount modification (includes 10'6" of 4" schedule 40 pipe, 5'3" of 2" schedule 40 pipe, and (1) RFS-SMA-SKO-UNIV-L) | \$848.00 |
| • 64 th Ave Water Tank Fargo Site: Crane costs if required per day per mobilization. | \$2,500.00 |
| • Inspection / Job walk costs (if required) | \$4,160.00 |

Our price is based on the following clarifications and exceptions which we would expect to become part of any resulting contract or purchase order:

1. Payment for work performed shall be within thirty days of completion or a service charge of 1.5 % per month will be assessed.
2. Mechanics/Contractors lien waiver will not be signed until payment is made in full.
3. Our proposal and scope of work does not include any design or engineering services.
4. Midwest Steeplejacks will not be responsible for any work performed by other contractors not hired directly by Midwest Steeplejacks on the project.
5. Work areas are to be clear of other contractors and obstructions in order to provide continuity of work for Midwest Steeplejacks.
6. No deadlines or completion dates are implied unless otherwise determined at the time the work is ordered.
7. Federal, state and local permits are the responsibility of the customer.
8. Federal, state and local taxes are not included unless otherwise noted above.

9. Should the scope of work change, or additional work locations be identified, such work would be completed negotiated rates depending upon the scope of extra work.
10. The following T&M rates will be applied to any extra requested \$130.00/hr./employee.
11. Normal weather and site conditions to allow personnel safe access to tower during daylight hours including ground winds below 20 mph, no precipitation, no ice on the tower, temperatures above 32 degrees F. Work stoppage due to conditions outside these parameters may result in additional charges.
12. Indemnity – Midwest Steeplejacks will indemnify and hold harmless client for claims only to the extent resulting solely from Midwest Steeplejacks negligence. In no case shall Midwest Steeplejacks be responsible for indirect, incidental, special or consequential damages, including any loss off profits loss of use of property or business interruption.
13. Delays – Midwest Steeplejacks will be entitled to additional time and compensation if delayed for reasons beyond our control. Any exposure for liquidated damages must be mutually agreed upon in advance.
14. Bid price assumes 10 hour working days.
15. Work Schedule – all work will be performed on weekdays during regular daytime working hours. If weekend or overtime work is required at the request of the Client, then additional charges will apply.
16. Bid price does not include any costs for third party inspections or tests or construction delays due to such inspections or tests.
17. Site must be accessible for equipment weighing in excess of 50,000 pounds and does not include incidental damage due to wheel tracks or outriggers.
18. Bid price does not include rerouting or relocating existing lines if necessary.
19. Site civil construction such as roads, fences, drainage, landscaping, etc. are not included unless otherwise noted above.
20. 50 degree temperatures must be sustained for a 48 hour period in order to paint.

Thank you for the opportunity of submitting our proposal. If you have any questions, please do not hesitate to call.

Sincerely,
Midwest Steeplejacks, Inc.

Rory Kiland
President

Client:

Signature:

Printed Name:

Date:



133 Main Ave West Suite 201
West Fargo, ND 58078
Phone: (701)241-7040
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E-mail: info@midweststeeplejacks.com

March 26, 2020

Brian Zastoupil
Radio Systems Coordinator
Red River Regional Dispatch Center
300 NP Ave Suite #206
Fargo, ND 58102
701 451-7683

Attention: Brian Zastoupil

Project: 32nd Ave WT Microwave mount

Dear Mr. Zastoupil,

Midwest Steeplejacks, Inc. is pleased to submit a price in the amount of \$44,949.00 (FORTY FOUR THOUSAND NINE HUNDRED FORTY NINE DOLLARS AND 00/100) as required for the project referenced above.

This price includes the following work.

- | | |
|---|-------------|
| • 32 nd Ave Water Tank Fargo Site: labor to install microwave mount modification per SGS_1919565.3.1_SITE_32nd Ave WT_MDD_8-30-2019 and 32ND AVE WT PERMIT Construction Drawings 09-20-19. Price includes welding, blasting and painting on new mount steel. | \$30,900.00 |
| • 32 nd Ave Water Tank Fargo Site: materials for microwave mount modification. | \$2,011.00 |
| • Labor and materials to cap mounting pipes (if required) | \$3,300.00 |
| • 32 nd Ave Water Tank Fargo Site: Crane costs if required per day per mobilization. | \$4,578.00 |
| • Inspection / Job walk costs (if required) | \$4,160.00 |

Our price is based on the following clarifications and exceptions which we would expect to become part of any resulting contract or purchase order:

1. Payment for work performed shall be within thirty days of completion or a service charge of 1.5 % per month will be assessed.
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Sincerely,
Midwest Steeplejacks, Inc.

Rory Kiland
President

Client:

Signature:

Printed Name:

Date: