

**MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
BAY WEST LLC
AND
CITY OF DULUTH**

THIS MASTER SERVICES AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), is made by and between the CITY OF DULUTH, a municipal corporation under laws of the State of Minnesota, hereinafter referred to as "City," and BAY WEST LLC, located at 5 Empire Drive, St. Paul, MN 55103, hereinafter referred to as "Consultant," for the purpose of rendering services to the City.

WHEREAS, the City desires to utilize Consultant's environmental consulting services on a non-exclusive, project by project basis to support the support the investigation and assessment of contaminated or potentially contaminated sites in Duluth; and

WHEREAS, Consultant has represented that it is qualified and willing to perform services set forth in its proposal;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide, upon written request of the city manager in the form of a Statement of Work or similar documentation (each a "SOW"), the services identified in the Consultant's proposal dated January 15, 2020 and attached hereto as "**Exhibit A.**" The Consultant's testing fee schedule labeled "Fee Schedule" is attached hereto as "**Exhibit B.**" In the event of a conflict between the provisions of Exhibit A or Exhibit B and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

II. Fees

It is agreed between the parties that Consultant's maximum annual fee for the term of this Agreement shall not exceed the sum of One Hundred Thousand and no/100 Dollars (\$100,000.00), payable from 255-020-5319. All invoices for services rendered shall be submitted monthly to the project manager, or his/her designee, and shall be accompanied by such documentation as the City shall reasonably expect. Upon receipt of said request and

appropriate documentation, the City shall reimburse Consultant up to the amount set forth above.

III. General Terms and Conditions

1. Amendments.

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment.

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City.

3. Data and Confidentiality.

- a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or to assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a “work made for hire” and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work (“City Property”). Consultant further agrees that to the extent the work is not a “work made for hire” Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.
- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement.

Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
 - f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
 - g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
4. Standard of Performance.

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or

by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.

- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period.

The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2022, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor.

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any

compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. (Public Employee Retirement Association). Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
 - c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.
7. Indemnity.

To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance.

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. **City of Duluth shall be named as Additional Insured by endorsement** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. **Upon execution of this Agreement,** Consultant shall provide Certificate of Insurance evidencing such coverage with

30-days' notice of cancellation, non-renewal or material change provisions included.

- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
 - c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
 - d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
 - e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.
9. Notices.

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

City: City of Duluth
411 W First Street
City Hall Room #160
Duluth MN 55802
Attn: Ben VanTassel

Consultant: Bay West LLC
5 Empire Drive
St. Paul, MN 55103
Attn: Matt Schemmel, PG

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining

provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement


It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

EXHIBIT A

**APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 19-28AA**

Bidder Information:	
Bidder Name	Bay West LLC
Mailing Address	5 Empire Drive, St. Paul, MN, 55103
Contact Person	Matt Schemmel, PG, Program Manager
Contact Person's Phone Number	651-291-3410
Contact Person's E-Mail Address	matts@baywest.com
Federal ID Number	#41-123451
Authorized Signature	
Title	Donovan Hannu, PE, Director of Operations



CITY OF DULUTH
PURCHASING DIVISION
Room 120 City Hall
411 West First Street
Duluth, Minnesota 55802-1199
218/730-5340
purchasing@duluthmn.gov

Addendum #1
File # 19-28AA
RFQ – BROWNFIELD ASSESSMENT & CLEANUP

This addendum serves to notify all bidders of the following answers to submitted questions:

1. In regards to Part III – Criteria for Selection, what will each of the 7 sections be weighted for proposal scoring purposes?

Each of the seven sections is weighted equally.

2. Is the Grant Work Plan available for review?

Yes – a copy of the Grant Work Plan is attached.

3. Who will be the City of Duluth's Project Manager for this project?

Ben VanTassel is the City Project Manager for this project.

Please acknowledge receipt of this Addendum by including a copy with your proposal.

Posted: **1/10/2020**

January 15, 2020

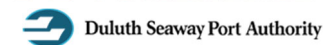
City of Duluth
ATTN: Purchasing Division
City Hall, Room 120
411 West 1st Street
Duluth, Minnesota, 55802

**Subject: Response to Request for Qualifications (RFQ)
Brownfield Assessment and Cleanup
RFP Number 19-28AA**

Firm Information
Bay West LLC
1106 88th Avenue West
Duluth, Minnesota, 55808
Phone: 218-740-0110; Fax: 651-291-0099
Federal Tax ID is #41-123451
State Tax ID is #6501895
Point of Contact: Matt Schemmel
(651) 291-3410 or matts@baywest.com

Bay West LLC (Bay West) is pleased to present this response to the City of Duluth's (City) Request for Qualifications for Brownfield Assessment and Cleanup support services (the RFQ). In accordance with the RFQ, Bay West is providing one hard copy and one electronic copy of our response for the City's review. Bay West is able to support the City on every aspect of the scope of services detailed in the RFQ, and we offer a number of strengths that will be advantageous to the City's newly updated Comprehensive Plan guided by governing principles such as "Reuse previously developed lands;" "Promote reinvestment in neighborhoods;" and "Take actions that enhance the environment, economic and social well-being of the community."

One area of strength is ***our familiarity and support within the City of Duluth***. Bay West was founded in Duluth in 1974, and we continue to operate in Duluth, with an office in the heart of Duluth's historic Morgan Park neighborhood (which happens to be a focus area of the Imagine Duluth 2035 Comprehensive Plan). The core of our proposed team includes Project Managers and lead field staff Hillary Oswald and Brandon Flaada, who live and work in Duluth and have spent the majority of their professional careers working in the area. Two of our most experienced Brownfields experts (Rick Van Allen and Matt Schemmel) will be supporting this contract. The team's experience with the RFQ scope is highlighted on the table below. As highlighted in our project experience (Section 2) and team resumes (Section 3) of our response, Bay West's team members have extensive experience in the City's Target Neighborhoods of downtown Duluth, Lincoln Park, Irving/Fairmount, and the Western St. Louis River Corridor Neighborhoods, and have, combined, over 60 years of experience working in Duluth. Our firm's resume of project activities in Duluth is long, and our knowledge of the City's history, typical environmental concerns, and redevelopment challenges is deep. In addition, Bay West was recently selected as one of two consultants for the Duluth Seaway Port Authority Brownfield Assessment and Cleanup grant. Bay West is also an active member of the Duluth Area Chamber of Commerce, APEX, Arrowhead Manufacturers Association, and frequently participates in training and speaking opportunities at local universities. In the fall of 2019, Bay West sponsored a harbor cruise networking event to promote development and redevelopment in the harbor.



A second area of strength is ***our overall experience with Brownfield redevelopment***. Bay West is a strong supporter of the Economic Development Association of Minnesota and of Minnesota Brownfields, where we currently have two staff serving on advisory committees. Two redevelopment projects that we played key roles on were recently recognized as Minnesota Brownfields ReScape Award winners, including the Castle Danger Brewery Redevelopment in Two Harbors (further detailed in Section 3 of our response), which won for Greater Minnesota Impact. We have direct experience working with cities to develop Brownfield inventories, pursue state and federal Brownfield grant funding (such as DEED, USEPA Brownfields and local grants), and assess and clean up properties as part of a long-term redevelopment strategy. Two Duluth projects that highlight that experience (Jay Street Gas Holder and the Duluth Brownfield Inventory Assessment) are included in Section 3 of our response. The Jay Street project was nominated by Bay West and the City of Duluth and was nationally recognized at the 2017 USEPA Brownfields Conference in Pittsburgh for creative leveraging of private-sector investment using public monies. Our experience with Brownfields is not limited to working with municipal clients. We also work directly with developers to assess and quantify potential environmental risks on properties and provide mitigation and remediation strategies that meet regulatory requirements while still accommodating re-use and redevelopment objectives for all parties

involved. Being able to view the redevelopment process from multiple perspectives allows us to offer recommendations and solutions that are not simply about following a process, but rather about seeing the bigger picture and keeping the end in mind.

A third area of strength is *the breadth of our service offerings*. Bay West currently employs over 150 personnel, including geologists, engineers, hydrogeologists, scientists, chemists, certified industrial hygienists, heavy equipment operators, environmental field technicians, and safety managers, that can be utilized by the City as needed. In addition to traditional environmental consulting services, we self-perform high-hazard cleaning and decontamination of industrial structures; we offer emergency and spill response services on land and water; and we characterize hazardous and regulated wastes and assist clients in managing them properly.

One final area of strength is *our extremely strong relationships with regulatory agencies* likely to be involved with City Brownfield projects. In fact, not only do we have experience working with the City of Duluth, Minnesota Pollution Control Agency and USEPA from a regulatory capacity, they are all current clients of ours. The MPCA, for example, has been our client since 1998, and we are currently working on approximately 75 investigation and cleanup projects directly for the MPCA. This unique perspective of interacting with these entities not only on behalf of clients but also *as* clients has allowed us to develop very effective, trust-based relationships with key personnel from all of them, including staff in the MPCA Brownfield, Superfund, and Petroleum Brownfields Programs.

Experience and Personnel Matrix														
Key Bay West Personnel/Team Role	Experience and Expertise													
	Phase I ESAs	QAPPs/SAPs	Investigations & Assessments	Hazardous Mat. Building Surveys	Response Actions	Bidding Specifications	Site Cleanup & Project Oversight	Cultural Resources	Grant Programs	MPCA VIC & PRP	EPA Brownfield Program	DEED Grant Program	Developer Interaction	Public Interaction
Matt Schemmel, PG – POC/PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hillary Oswald – PM/Field Geo	✓	✓	✓	✓	✓	✓	✓		✓	✓			✓	✓
Brandon Flaada – PM/Field Geo	✓	✓	✓	✓	✓	✓	✓		✓	✓			✓	✓
Rick Van Allen, PG – Senior Tech	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Paul Raymaker, PG – PM/Geo	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓
Erik Nimlos, PG – PM/Geo	✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓
Alex Blel – PM/Geo	✓	✓	✓	✓	✓	✓	✓			✓	✓		✓	✓
Grace Olson – Env. Scientist	✓		✓	✓										
Eric Malarek – Program Chemist	✓	✓	✓	✓	✓	✓	✓				✓			
Donovan Hannu, PE – Sr. Engineer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Teaming Partners/Disadvantaged Business Inclusion Goals

Bay West has developed trusted relationships with partners in the region that will help to meet the contract’s MBE and WBE participation goals and will work in good faith to meet or exceed the City’s stated objective for participation of minority-owned business enterprises and woman-owned business enterprises. Bay West anticipates utilizing subcontracted services for drafting, cultural resource surveys, geophysical evaluations and heavy equipment use in support of this contract.

We appreciate the opportunity to provide these qualifications to the City. If you have any questions regarding this package, please contact either Matt Schemmel or Hillary Oswald using the contact information provided below. We look forward to working with you in the future.

Respectfully Submitted,

 Hillary Oswald
 Project Manager/Geologist
 (218) 220-5435
hoswald@baywest.com


 Matt Schemmel, PG
 Program Manager/Geologist/POC
 (651) 291-3410
matts@baywest.com

City of Duluth – Brownfields Assessment and Cleanup

Bay West Key Personnel and Responsibilities:

Matt Schemmel: Point of Contact and Client Manager
Brandon Flaada: Technical Support
Hillary Oswald: Technical Support



Bay West has served as a Master Services Agreement (MSA) preferred consultant for the City of Duluth since 2010 in execution of their 2011 and 2015 Brownfields Assessment Grants and 2015 Brownfields Area-Wide Planning Grant. Under those grants, Bay West has completed the Brownfields Inventory Assessment for the Gary-New Duluth, Western Port Area Neighborhood (WPAN), Lincoln Park/Rice’s Point and the Jay Street Gas Holder projects which are highlighted on other project descriptions.

Under this agreement, Bay West has also completed the following:

Quality Assurance Project Plans/Sampling and Analysis Plans (QAPPs): Bay West prepared QAPPs for the 2011 and 2015 Brownfields Hazardous Substances and Petroleum Assessment Grants. QAPPs included annual update letters. Sampling and Analysis Plans (SAPs) were prepared for all projects conducted under the grants that included field work and sampling of environmental media such as soil, groundwater, soil vapor, or hazardous building materials.

Phase I Environmental Site Assessments (ESA)s: Bay West prepared eight Phase I ESAs for projects such as the Former Edmund Miller Filler Station, Former Holiday Gas Station, Spirit Landing, the Wadena Street Housing Development, Waseca Industrial Road Parcel, the Ponds Behind Erie Pier parcel, Quarry Park, and the McClelland Parcel.

Phase II ESAs: Based on Phase I ESAs recommendations, Bay West completed four Phase II ESAs: Waseca Industrial Road, Ponds Behind Erie Pier, Quarry Park and the McClelland Parcel.

“Bay West was one of three environmental consulting firms procured by the City of Duluth to implement its 2014 EPA Petroleum and Hazardous Materials Assessment grant award. In that capacity, Bay West staff provided professional services ranging from drafting Eligibility Determination Request (EDR) documents; performing Hazardous Material Surveys, Phase I and Phase II Assessments; and Response Action Plans. Staff also facilitated securing assurance letters from the MPCA and entering project data into the ACRES database. Bay West staff did so in a responsive and thorough manner, to include establishing quarterly meetings with City staff to monitor current and prospective projects. Bay West has demonstrated an understanding of the City’s brownfield challenges and a willingness to provide excellent customer service.”

- Heidi Timm-Bijold
Former Business Resources Manager

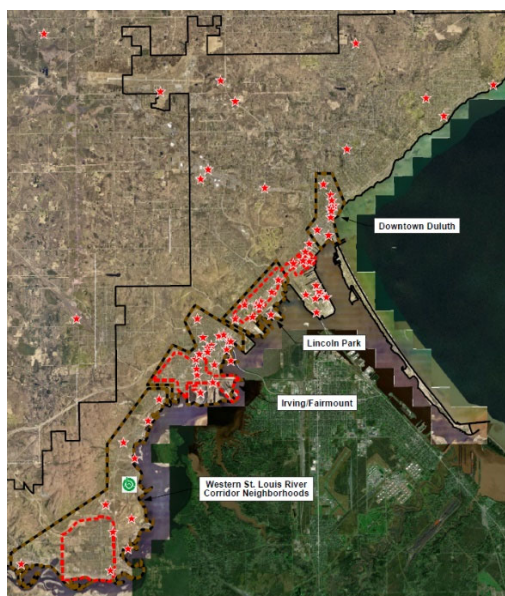


Figure: Bay West Project Locations

Phase II Investigations included soil borings, test pits, geophysical surveys, and sampling of all media types. Sampling was conducted in accordance with the EPA-approved QAPP and SAP.

Hazardous Materials Surveys: Hazardous building material surveys were conducted at the Temple Opera Building and Board of Trade Building. Sampling included suspect asbestos material, lead paint, and PCBs.

VIC/Petroleum Brownfields Assurances:

Bay West worked with the City of Duluth to obtain written assurances from the MPCA Brownfields programs for these grant eligible projects.

EPA Program Support: Bay West provided EPA Brownfields Program support to the City including: Eligibility Determination Letters (petroleum and hazardous materials), All Appropriate Inquiry checklists, Phase I, Phase II and cleanup planning documents and ACRES database entries. Bay West also assisted the potential owner of the Board of Trade Building with an EPA Revolving Loan Fund loan that is in process with the City of Duluth.

PROJECT: FORMER JAY STREET GAS HOLDER Duluth, MN

Bay West Key Personnel and Responsibilities:

Matt Schemmel: Project Manager
Rick Van Allen: Technical Support
Brandon Flaada: Field Geologist
Hillary Oswald: Field Geologist

The property was first developed as a gas holder in approximately 1923 and operated until approximately 1960 when it was demolished and potentially partially buried on the property.

Phase I ESA: The Phase I ESA identified the potential for environmental contaminants including petroleum, asbestos-containing material (ACM), lead-based paint, metals, volatile organic compounds, semi-volatile organic compounds (including PAH), cyanide, and sulfide remaining at the site as a result of gas holder operations and demolition activities.

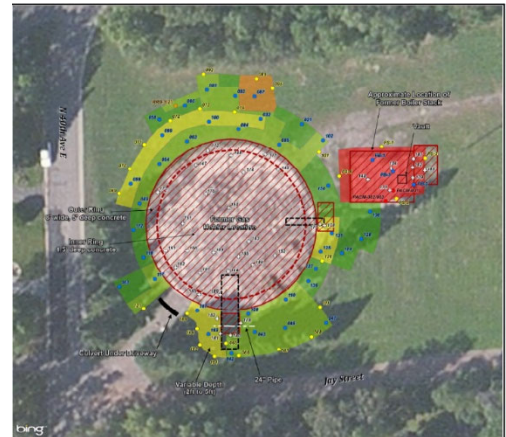
Phase II Subsurface Investigation: During Phase II Subsurface Investigation, Bay West hired a geophysics firm to conduct subsurface geophysics at the Site to identify potential buried debris and tanks. Bay West also advanced soil probes and test pits in areas of potential concern identified during the Phase I ESA. Bay West screened soil for lead in the field using an x-ray fluorescence (XRF) meter and collected soil, groundwater, soil gas, and suspect ACM samples for laboratory analysis. By using the XRF meter to collect field measurements of lead-impacted soil, Bay West was able to collect significantly more data than would have been economically feasible with only laboratory analysis for lead. Based on the Phase II results, we concluded that the primary concern was lead-impacted soil exceeding the residential screening criteria which was present around the former gas holder foundation.

MPCA VIC and Petroleum Brownfields Program: For response action planning, Bay West key personnel prepared and submitted documentation to enroll the property into the MPCA VIC program to facilitate future redevelopment of the property.

DEED Grant and Public Interaction: Key Bay West personnel then assisted the City of Duluth in preparing DEED grant applications for both the Phase II Subsurface Investigation and the Response Action Plan (RAP) Implementation; both grants were awarded to the city. This money was used to leverage additional private-sector investment that was critical to the project's success.

As part of the community outreach effort, Bay West attended a neighborhood meeting with the City of Duluth to present our findings, as well as to answer questions posed by local residents.

Response Actions and Site Cleanup: Bay West submitted a RAP to the MPCA presenting soil screening, treatment, management, and disposal methods. Between August and December 2015, Bay West implemented the Response Action Plan. Bay West prepared bid specifications and hired a subcontractor to excavate contaminated soil. Hazardous soil was stabilized with Enviroblend and disposed of as non-hazardous waste. 1,600 tons of stabilized lead-impacted soil, 130 tons of non-stabilized lead-impacted soil, and 600 tons of petroleum-contaminated soil were removed from the site. Construction debris and concrete were removed to access the contaminated soil. After removing contaminated soil, Bay West conducted confirmation sampling and site restoration. After the completion of the Response Action, Bay West prepared a Response Action Plan Implementation Report resulting in leak site closure and No Further Action letters for the Site. Residential construction was completed in 2017.



The Jay Street Gas Holder site was recognized at the 2017 USEPA Brownfields Conference in Pittsburgh for its ability to creatively leverage significant private sector investment through the use of public monies.

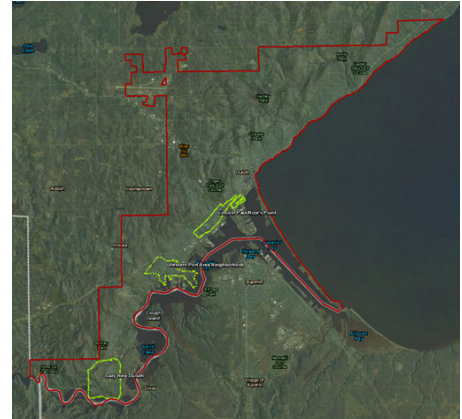
2. Relevant Projects

PROJECT: DULUTH BROWNFIELD INVENTORY ASSESSMENT
Gary-New Duluth, Western Port Area Neighborhood, Lincoln Park/Rice's Point, MN

Bay West Key Personnel and Responsibilities:

Matt Schemmel: Project Manager
Brandon Flaada: Technical Support
Hillary Oswald: Technical Support

The City of Duluth retained Bay West to complete Limited Area-Wide Brownfield Inventories (AWBIs) in select areas of the St. Louis River Corridor, including Gary-New Duluth, the Western Port Area Neighborhood (WPAN), and Lincoln Park/Rice's Point. The Gary-New Duluth area consisted of approximately 1,322 acres, the WPAN area consisted of approximately 747 acres, and the Lincoln Park/Rice's Point area consisted of approximately 1,214 acres.



Revitalization and Reuse: The Study Areas were identified by the City of Duluth with the potential for revitalization and reuse, and were noted as having probable development challenges. The AWBIs were completed using an USEPA-funded grant. The assessments provide the development community with a baseline of environmental and development information that will facilitate real estate transfer and development decisions.

Area-Wide Phase I ESAs: The purpose of the project was to review readily available current and historical documentation to identify properties in the Study Areas that could be considered Brownfields or potential blighted properties. The scope of services as part of the AWBIs consisted of the following:

- Reviewed historical sources such as aerial photographs, fire insurance maps, city directories, and/or historic maps to research past uses and activities in each study area;
- Reviewed public information from regulatory agencies regarding regulated activities in each study area, and reviewed MPCA files to obtain additional information about the magnitude and extent of contamination and the regulatory status of properties within each study area;
- Conducted reconnaissance of each study area to document the present use and condition of the properties to identify environmental concerns (storage tanks, wells, hazardous chemical and/or petroleum product use and storage, indications of a release, waste management);
- Reviewed the geologic, hydrogeologic, and topographic conditions in each area; and
- Classified potential sites of concern using the Land-Based Classification Standards (LBCS) model, and prepared summary description sheets for each potential site of concern.

The following potential sites of concern (current or historical non-residential land uses) were noted for the Study Areas:

- Gary-New Duluth: 61 sites (18 appeared to meet the definition of a Brownfield)
- WPAN: 228 sites (55 appeared to meet the definition of a Brownfield)
- Lincoln Park/Rice's Point: 490 sites (205 appeared to meet the definition of a Brownfield)

Areas included in this project are also part of the City's Target Neighborhoods in the USEPA Brownfields Site Assessment Grant.

Phase I/II ESA Recommendation: Bay West recommended that a Phase I ESA be performed for any of the non-residential use sites if they are to be sold or redeveloped, and that Phase II ESAs be performed for the Brownfield sites to identify contamination, if present. Additionally, Bay West recommended that the sites be entered into the MPCA Brownfield Programs if contamination was identified during the Phase II ESAs.

2. Relevant Projects

**Former Texaco
332 N 58th Ave West, 5725 and 5727 Grand Ave, Duluth, MN**

Bay West Key Personnel and Responsibilities:

Matt Schemmel: Project Manager
Hillary Oswald: Technical Support
Brandon Flaada: Technical Support

The City of Duluth received a grant from the Minnesota Targeted Brownfield Assessment Program (MnTBAP) for a former gasoline station in Duluth. The MnTBAP Program is administered by the MPCA's Brownfields Program and is funded by the United States Environmental Protection Agency (EPA) 128(a) assessment money (Cooperative Agreement number RP-96529810). Because MnTBAP receives EPA 128(a) funding, all work conducted for MnTBAP was completed in accordance with an EPA-approved QAPP. Bay West previously completed and received EPA approval for a program-wide QAPP that was intended to cover future work we would complete for MnTBAP. Because this previous program-wide QAPP was expired, we submitted an update of this programmatic QAPP to the EPA in 2017, received their approval, and completed the Phase II and RAP for the City of Duluth.

Bay West is an approved contractor under both the MnTBAP program in Minnesota, and the Wisconsin Area Monies program in Wisconsin.

Phase I and Phase II ESAs: Bay West was hired by the MPCA MnTBAP to complete a Phase I ESA, Phase II Investigation for the Site. Our Phase I ESA concluded that the site was a former gas station with USTs; however, there was no record that these USTs were removed.

Bay West then conducted a Phase II Investigation to determine the presence or absence of contamination associated with these former USTs. The first step of the Phase II Investigation was to hire National Ground Penetrating Radar (GPR) Service in accordance with the MPCA Subcontracting Manual to perform a geophysical survey of approximately 2,000 ft² in the area where the USTs were likely located. The geophysical survey did not detect any underground storage tanks; however, an area of disturbed soil the same approximate size as a UST basin was identified. We conducted a Phase II Investigation, consisting of soil, groundwater and vapor sampling, using locations based on the geophysical survey information and identified a petroleum release. The results of the Phase II ESA were summarized in a Phase II ESA Report.



Remedial Action Plan/Construction Contingency Plan (CCP) and Regulated Materials Survey: Bay West then prepared a RAP/CCP for MnTBAP and their applicant. We also completed a Regulated Materials Survey for the building. We conducted oversight during the successful building and property renovation and prepared a RAP/CCP Implementation Report and worked with the MPCA to help the City of Duluth obtain a No Further Action Letter and a RAP/CCP Implementation Approval letter for the site.

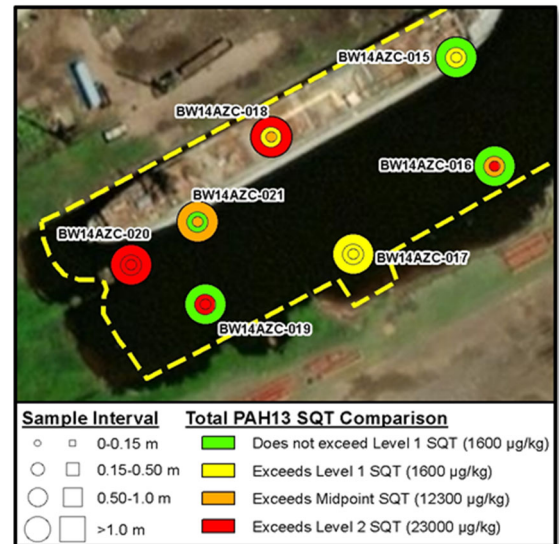
2. Relevant Projects

PROJECT: Saint Louis River Area of Concern Minnesota and Wisconsin

Bay West Key Personnel and Responsibilities:

Matt Schemmel: Project Manager
Paul Raymaker: Project Manager
Alex Blel: Technical Resource
Brandon Flaada: Field Geologist
Hillary Oswald: Field Geologist

The MPCA and WDNR are currently working together to implement a comprehensive long-term plan to delist the St. Louis River (SLR) Area of Concern (AOC). Contaminated sediments have been previously identified and characterized during several studies of sediments and biota samples throughout the SLR AOC in Duluth. Known sediment contaminants generally include elevated concentrations of heavy metals, semi-volatile organic compounds (SVOCs) including polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and dioxins/furans. Bay West was hired by the MPCA to complete Remedial Investigations (RIs), Feasibility Studies (FSs), and pre-design studies to identify the nature and extent of contaminated sediments and to develop and evaluate a range of remedial action alternatives that can be implemented to mitigate further contamination at ten sites within the AOC: Scanlon Reservoir, Thomson Reservoir, Munger Landing, Mud Lake West, the ponds behind Erie Pier, and five slips in Duluth Harbor. The results of these RIs assisted in developing remedial alternatives to clean up contaminated sediments at each of the sites, if necessary. Cleanup of these sites will help the SLR AOC attain restoration goals for Beneficial Use Impairments (BUIs).



Bay West has conducted the following scope of items as part of the RIs, FSs, and pre-design studies:

- Reviewed historical aerial photographs, topographic maps, and title searches for each of the ten sites to provide the MPCA with a list of historical owners as potential responsible parties (RPs);
- Reviewed historical data and completed upland investigations, which included advancement of soil borings and stream sample collection, to determine potential upland sources of contamination.
- Conducted bed load and suspended load stream studies to investigate contaminated sediment inputs and determine the need for stormwater sediment management infrastructure.
- Completed dock wall assessments and using visual assessments by divers and reviewing sound navigation and ranging (SONAR) and light detection and ranging (LiDAR) surveys to determine if there is ongoing contamination at sites from potential gaps/areas of erosion in dock walls.
- Collected samples of sediments, invertebrates, plants, and fish to characterize the extent of sediment contamination;
- Collected samples of macroinvertebrates to determine the extent of COC contamination and the effects of COCs on macroinvertebrates;
- Characterized the risk contaminated sediments pose to ecological and human receptors; and,
- Designed sediment remedial actions.

2. Relevant Projects

PROJECT: Castle Danger Brewery Two Harbors, Minnesota

Bay West Key Personnel and Responsibilities:

Rick Van Allen: Project Manager

Donovan Hannu: Senior Engineer, Technical Support

Brandon Flaada: Technical Support, Field Lead

Hillary Oswald: Field Geologist, Haz Mat Surveys

Background: Castle Danger Brewery was a small family brewery that wanted to expand in Two Harbors. Originally developed in 1888, the site previously housed a saw mill, a railroad warehouse, and a YMCA facility. The site was also surrounded by a former railroad maintenance facility, a former dry cleaner, a former gas station, a former dump, and a former lumber company, plus fill material with clinkers was historically placed on the site.



Phase I ESA and Phase II Investigation: The site was purchased in 2013 with plans to immediately begin construction and be open for the 2014 tourist season, because missing a season presented a risk of losing market position in a rapidly growing industry. A Phase I and Phase II Investigation were quickly completed. Based upon these results, vapor intrusion was not a concern, while contaminated soil could be managed on-site and would not require off-site disposal.

Initial Site Development: Field oversight to screen and inspect disturbed soils for the presence of ACM was conducted. Buried debris with suspected ACM was encountered within the footprint of the proposed building. This material was excavated and removed by a certified asbestos removal contractor. Bay West provided oversight of the ACM excavation and removal from the Site. A RAP Implementation Report was submitted to the MPCA in January 2014 and the MPCA issued a No Further Action Determination for the Site in May 2014.

Brewery Expansion and DEED Funding: Two years later, with expansion plans calling for construction of a second building west of the brewery, asbestos-containing demolition debris and lead contamination again required removal and off-site disposal of impacted material. Bay West developed an additional Response Action Plan that, similar to the original project, called for excavation and disposal of asbestos and lead-contaminated soil and demolition debris. Upon receiving RAP approval from the MPCA, Bay West completed a Minnesota Department of Employment and Economic Development (DEED) Grant Application for the brewery owners and the City of Two Harbors and successfully obtained approval for approximately \$120,000 in grant funds.

Due to rapid production growth, Castle Danger previously installed a concrete apron for exterior storage of equipment and materials above residual asbestos and lead-impacted soil, necessitating a restrictive covenant on the property limiting soil disturbance beneath the concrete apron. Bay West prepared this restrictive covenant, which became part of the approved response action.

The packaging warehouse RAP was implemented in June 2017 by an MDH-licensed asbestos contractor with oversight by a Bay West licensed asbestos inspector. Approximately 330 tons of additional impacted soil was excavated and disposed of off-site at the VONCO V landfill in Duluth. Castle Danger's general contractor and Bay West worked closely together to restore the site with engineered fill to allow for placement of building footings and construction of the packaging warehouse structure immediately following the remediation work.



This project won the Greater Minnesota Impact Award at the 2018 Minnesota Brownfields ReScape awards.

Construction of the brewery expansion project, consisting of a new packaging warehouse, was completed in August 2017. The project was a success – Castle Danger Brewery is now the 5th largest brewery in Minnesota.



POC/Program Manager

OVERVIEW

Mr. Schemmel has 23 years of experience managing remedial investigation and remediation projects. Investigations and remedial actions include soil excavations, Phase I and II ESAs, vapor intrusion, sediment investigations, tank removal oversight, subcontractor bidding and coordination, groundwater and soil sampling, data review, report preparation, system installation and design, and client and regulatory contact.

Mr. Schemmel managed the previous several City of Duluth Brownfield Assessment and Cleanup grants and also manages Bay West's Minnesota Department of Administration's Remediation contract; within which he networks with Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDH), and Minnesota Department of Agriculture (MDA) project leaders and technical staff to execute work orders in a client focused manner.

TECHNICAL EXPERIENCE

Mr. Schemmel's over 20 years of experience started in the field conducting environmental investigations including tasks such as: sampling monitoring wells, sampling and performing maintenance of remediation systems, overseeing drilling operations; installation of soil-vapor extraction, groundwater air sparging, multi-phase extraction systems; field screening of soil samples; oversight of the removal of USTs; soil gas sampling, indoor air, and vapor intrusion air sampling; collecting samples of materials as part of asbestos surveys, mercury vapor screening, lead paint screening, and performing anthrax and methamphetamine sampling at various facilities.

He has prepared remedial investigation reports for the numerous State programs documenting soil, vapor, sediment and groundwater conditions at over 200 sites. He is responsible for all phases of projects, including proposal and work plan development, budget management, field supervision, report preparation, technical review, and reimbursement applications. Mr. Schemmel has also prepared QAPPs for brownfield sites, as well as conducted Phase I and II ESAs related to corridors and multi-parcel property transactions.

PROJECT EXPERIENCE

Project Manager, Limited Area-Wide Brownfields Inventory Assessment, Gary-New Duluth and Western Port Area Neighborhood, Duluth, MN – Mr. Schemmel managed a brownfield inventory project within areas of approximately 1,322 and 747 acres. The projects identified properties which could be considered brownfields or potential blighted properties. Mr. Schemmel attended meetings, prepared detailed reports and property cut sheets, and managed the overall budgets.

Project Manager, Phase I/II/RAP, Former Jay Street Gas Holder, Duluth MN, City of Duluth – Managed investigation & remedial actions associated with cleanup of this former gas holder. Activities included historical document review, soil & groundwater sampling, soil-gas vapor intrusion assessments, soil excavation, and DEED grant program administration.

Project Manager, Various Petroleum Release Sites – Managed/conducted investigation of >200 petroleum release sites in Minnesota. Activities included sampling/performing maintenance of recovery systems, overseeing soil drilling operations, design/installation of soil vapor extraction, multi-phase extraction systems, tank removal oversight; soil gas, indoor air, and vapor intrusion air sampling.

Training/Certifications

- 40-Hr OSHA Training w/Current Refresher
- Certified Asbestos Inspector, MN #A17941
- ASTM 1527-13 Environmental Professional

Education

- BS Hydro/Environmental Geology, University of Minnesota-Duluth

Registrations & Licenses

- Certified Professional Geologist, MN (#42592), TX (#408), UT (#5263532-2250)

Professional Experience

- 23 years' experience
- 12 years with Bay West

RFQ Specific Experience

- ☒ Phase I ESAs
- ☒ QAPPs/SAPs
- ☒ Investigations & Assessments
- ☒ Hazardous Mat. Building Surveys
- ☒ Response Actions
- ☒ Bidding Specifications
- ☒ Site Cleanup & Project Oversight
- ☒ Cultural Resources
- ☒ Grant Programs
- ☒ MPCA VIC & PRP
- ☒ EPA Brownfield Program
- ☒ DEED Grant Program
- ☒ Developer Interaction
- ☒ Public Interaction



Project Manager/Field Geologist

OVERVIEW

Ms. Oswald has ten years of experience providing geological field support for various environmental assessments including contaminated soil excavation oversight and monitoring well installation oversight. Ms. Oswald has experience preparing Phase I and Phase II reports and has assisted in Phase II subsurface investigations. She has prepared soil boring logs and classified subsurface soils, as well as prepared hydrographs, groundwater contour maps and other aspects of technical reporting and installation oversight, and petroleum contaminated soil excavations.

PROJECT EXPERIENCE

Staff Scientist, Riverfront Brownfield Inventory, Duluth, MN, City of Duluth – Assisted with multiple Area-Wide Brownfield Inventory projects for the City of Duluth by reviewing historical documents and current property uses. Reviewed city directories, as well as aerial photos and fire insurance maps, to document historical and current property uses. Aided with drive-by reconnaissance of the study area properties to document the present uses and conditions of properties within the study areas.

Geologist, Castle Danger Brewery Phase I and Phase II, Two Harbors, MN – Prepared a Phase I ESA Report involving review of historical documents and current/past property uses. Reviewed city directories, as well as aerial photos and fire insurance maps, to document historical and current property uses. Conducted site reconnaissance to document the present uses and condition of the property.

Oversaw the completion of limited Phase II subsurface investigation of a vacant lot for the proposed Castle Danger Brewery development. Following completion of Phase II activities, provided oversight during excavation of the building footprint to inspect subsurface soils for evident of contamination or asbestos-containing materials. During excavation oversight, observed and confirmed the presence of asbestos-containing materials within unearthed building debris. Conducted oversight during asbestos-contaminated material removal. Following completion of all field activities, prepared an Implementation Report summarizing findings of the Phase II and excavation oversight activities.

Geologist, Phase I/II/RAP, Former Jay Street Gas Holder, Duluth MN, City of Duluth – Assisted with the field investigation and remediation oversight associated with a former gas holder in a residential neighborhood. Field activities included subsurface soil & groundwater sampling, soil-gas vapor intrusion assessments, and soil excavation oversight and perimeter air monitoring.

Geologist, 5405 West Ramsey Street (SA#4563), MPCA, Duluth, MN – Conducted a source investigation to determine extent and magnitude of known contaminant plume including: advancement of soil borings for soil and groundwater sample collection; advancement and collection of soil-gas samples; installation and collection of permanent sub-slab soil-gas sample points and semi-annual groundwater monitoring. Prepared report following field activities summarizing all field investigation and findings.

Training/Certifications

- Asbestos Building Inspector, MN, WI, MI, ND and MA
- Asbestos Supervisor, MN, WI and ND
- Asbestos Air Monitoring Technician
- 40-Hr OSHA Training w/Current Refresher
- DOT HazMat Training (49 CFR 172.704)
- Niton XRF Spectrum Analyzer Training Certified

Education

- BS, Geological Sciences - University of Minnesota – Duluth
- BA, Environmental Studies - University of Minnesota – Duluth

Work History

- 10 years' experience
- 7 years with Bay West

RFQ Specific Experience

- Phase I ESAs
- QAPPs/SAPs
- Investigations & Assessments
- Hazardous Mat. Building Surveys
- Response Actions
- Bidding Specifications
- Site Cleanup & Project Oversight
- Cultural Resources
- Grant Programs
- MPCA VIC & PRP
- EPA Brownfield Program
- DEED Grant Program
- Developer Interaction
- Public Interaction



Project Manager/Field Geologist

OVERVIEW

Mr. Flaada has 23 years of experience with various aspects of environmental investigation and remediation projects for the State of Minnesota, as well as other State, Federal, and commercial customers. His experience includes all aspects of environmental work including project management roles, site supervisory roles, and emergency response roles. This diversity between office and field tasks comes from many years of working on sites ranging from Phase I and II Environmental Site Assessments, emergency response projects, remedial investigations including PRP and Brownfields programs, and hazardous material surveys.

Training/Certifications

- 40-Hr OSHA Training w/Current Refresher
- MSHA 24-Hour New Miner Training w/Current Refresher
- Licensed Asbestos Inspector, MN and WI
- Pipeline Safety Training, Enbridge
- Certified e-RAILSAFE
- Transportation Worker Identification Credential
- CN Railway Dangerous Goods Responder
- DOT HazMat Training (49 CFR 172.704)

Education

- BS Hydrogeology/Environmental Geology, University of Minnesota, Duluth

Professional Experience

- 23 years' experience
- 11 years with Bay West

RFQ Specific Experience

- Phase I ESAs
- QAPPs/SAPs
- Investigations & Assessments
- Hazardous Mat. Building Surveys
- Response Actions
- Bidding Specifications
- Site Cleanup & Project Oversight
- Cultural Resources
- Grant Programs
- MPCA VIC & PRP
- EPA Brownfield Program
- DEED Grant Program
- Developer Interaction
- Public Interaction

TECHNICAL EXPERIENCE

In his 23 years of environmental experience, Mr. Flaada has developed strong field investigation, sampling, and surveying skills through his work on a diverse list of project types. This knowledge base allows him to be a site supervisor, on-site inspector, project manager, and mentor for younger staff on all aspects of environmental work. Mr. Flaada strives to teach younger staff the importance of strong and accurate note taking and documentation in the field, so the project can flow efficiently from planning to sampling to report writing.

Mr. Flaada has worked on remedial investigation sites that included monitoring well installation and sampling, LNAPL free product monitoring and recovery, and remediation system installation and O&M, and large Phase II investigations. Mr. Flaada has also performed numerous hazardous material surveys for asbestos, lead, and mercury and has also been involved with asbestos abatement projects, and a nation-wide anthrax sampling project for the USPS.

Mr. Flaada is a staff professional in Bay West's Environmental Group and is knowledgeable of State and USEPA guidance, including RCRA, TSCA, SARA, and US DOT regulations.

PROJECT EXPERIENCE

Hydrogeologist/Staff Professional for Duluth Office, Bay West, Duluth, MN – Responsibilities include project manager, senior field technician, site supervisor, on-site inspector, and report writing roles on several Superfund Sites, brownfield projects, UST removal projects, LUST investigations, VIC investigations, pre-demolition/hazardous material surveys, Phase I and Phase II ESAs; and US Army Corps of Engineer and US Navy soil and groundwater investigation projects.

Phase I & II ESAs: >50 assessments at various commercial, light industrial, and industrial properties in northern Minnesota.

Superfund Projects: On-Site Inspector at US Steel, Morgan Park, MN; Sci II at Former Arrowhead Refinery, Hermantown, MN; Site Supervisor at former Gas Manufacturing Plant sites, Virginia, MN and Hibbing, MN; Field Tech II at Former Finland Airforce Station, Finland, MN;

Asbestos/Hazardous Materials Surveys and Inspections: >100 hazmat/asbestos surveys for various clients between MN and WI.

Petroleum Release Investigations and Corrective Action: PM to Field Tech roles at >200 petroleum investigation and remediation sites across the country for private, federal, and state regulatory clients.

Non-Petroleum Release Investigations and Corrective Action: PM to Field Tech roles at >100 non-petroleum investigation and remediation sites across the country for private, federal, and state regulatory clients.



Senior Technical Expert

OVERVIEW

Mr. Van Allen, PG, is a certified Professional Geologist with 25 years of project management, technical, compliance, and site assessment experience. He has a broad environmental background, is well versed in the Minnesota VIC and PBP Programs, guidance, and requirements, and has successfully managed numerous projects within the State of Minnesota regulatory framework.

TECHNICAL EXPERIENCE

Mr. Van Allen has extensive due diligence experience in the State of Minnesota including Phase I and Phase II assessments, management of projects with the MPCA's Brownfield Program and preparation of investigation and cleanup grant applications. Mr. Van Allen is an experienced asbestos inspector and he also holds a Management Planner certification in Minnesota.

PROJECT EXPERIENCE

Due Diligence, Various Phase I ESAs – Completed over 100 due diligence projects for numerous private clients. Many sites included Phase II assessments and working within the MPCA brownfields voluntary programs to obtain appropriate liability assurance letters as applicable.

Twin Cities Army Ammunition Plant (TCAAP) Arden Hills, MN – Mr. Van Allen prepared a Field Sampling Plan (FSP) and QAPP to direct field assessment activities at TCAAP on behalf of a private developer client. The fieldwork included two simultaneous drilling crews and associated environmental staff completing more than 300 borings and collecting 600+ soil, groundwater, and soil-gas samples. A multi-volume environmental assessment report was prepared summarizing the project with conclusions and recommendations based on the proposed land use.

Brownfield Redevelopment, Two Harbors, MN – Mr. Van Allen managed the work plan, RAP development and implementation of soil response actions at the Castle Danger Brewery site in Two Harbors, MN. The site was impacted by former RR activities and demolition debris with asbestos and lead-impacted soil that required excavation and off-site disposal for construction of the brewery and subsequent expansion. The project was partially funded through the successful award of grant funding from MN DEED and was awarded a Minnesota Brownfields ReScape award in the Small City Impact category.

City of Minneapolis Public Works, Minneapolis, MN – Mr. Van Allen managed five corridor environmental site assessments for City of Minneapolis road reconstruction projects. Each of these projects included a corridor Phase I ESA ranging in length from 2+ miles to 2 city blocks. The Phase I's were followed by development of Phase II scopes of work, Phase II soil and groundwater assessments, and development of Response Action Plans/Construction Contingency Plans (RAP/CCPs). Construction oversight and enrollment in the MPCA's Brownfields Program has been completed on three of the five sites to-date with the two remaining projects scheduled for completion in 2020/21.

Private Banking Client, Various Sites, MN – Mr. Van Allen managed 15+ Phase I ESA projects for a large banking client in Minnesota. These projects were located throughout the state with property uses ranging from light industrial to vacant farmland slated for development. Bay West completed Phase I ESA's on each property with subsequent Phase II work on four projects. One property was enrolled in the MPCA Petroleum Brownfield Program to obtain a No Further Action for historical petroleum contamination.

Training/Certifications

- 40-Hr OSHA Training w/Current Refresher
- MN Certified Asbestos Inspector, #AI9055
- MN Certified Asbestos Management Planner, #AM9055
- Asbestos Inspector Training and Annual Refreshers
- Asbestos Management Planner Training and Annual Refresher
- DOT HazMat Training (49 CFR 172.704)

Education

- BS Geology, University of Wisconsin-River Falls

Registrations & Licenses

- Registered Professional Geologist, MN (#40404)

Professional Experience

- 25 years' experience
- 9 years with Bay West

RFQ Specific Experience

- ☒ Phase I ESAs
- ☒ QAPPs/SAPs
- ☒ Investigations & Assessments
- ☒ Hazardous Mat. Building Surveys
- ☒ Response Actions
- ☒ Bidding Specifications
- ☒ Site Cleanup & Project Oversight
- ☒ Cultural Resources
- ☒ DEED & Other Grant Programs
- ☒ MPCA VIC & PRP
- ☒ EPA Brownfield Program
- ☒ Developer Interaction
- ☒ Public Interaction



Project Manager/Geologist

OVERVIEW

Mr. Raymaker has 13 years of experience managing environmental projects, performing environmental project management field work, report preparation, and data analysis.

TECHNICAL EXPERIENCE

Mr. Raymaker's over 13 years of experience started in the field conducting environmental investigations including tasks on commercial, state, and federal projects such as: overseeing drilling operations; sampling and performing maintenance of remediation systems; installation of soil-vapor extraction, groundwater air sparging, multi-phase extraction systems; sampling monitoring wells and field screening of soil samples; oversight of the removal of USTs; and soil gas sampling, indoor air, and vapor intrusion air sampling.

Mr. Raymaker has prepared various technical documents such as Phase I/II ESAs, RIs, FSs, QAPPs, SAPs, RACRs, and CSMs. Mr. Raymaker has managed a wide variety of projects from Petrofund reimbursement-eligible LSIs for homeowners to the St. Louis River Area of Concern sediment investigation. He is responsible for all phases of projects, including proposal and work plan development, budget management, field supervision, report preparation, technical review, and reimbursement applications.

PROJECT EXPERIENCE

Project Manager, St. Louis River Area of Concern, Duluth, MN – Mr. Raymaker managed the completion of RIs, FFSSs, and pre-designs studies for 11 sites throughout the St. Louis River Area of Concern through multiple work orders to identify the nature and extent of contaminated sediments, and to develop and evaluate a range of remedial action alternatives to mitigate risk to human health and the environment. Mr. Raymaker was responsible for preparing and managing project budgets, preparing project invoices, managing office and field teams, authoring project documents, participating in public meets, and client communications throughout the project.

Project Manager, TH12-22 Corridor Phase I/II ESA, Litchfield, MN – Mr. Raymaker managed a Phase I/II to assist MnDOT with soil and groundwater management decisions during construction. 63 sites were reviewed and ranked to identify potentially contaminated properties. Bay West advanced soil borings at locations to determine the presence and magnitude of soil and groundwater contamination. Mr. Raymaker was responsible for preparing and managing the project budget, preparing project invoices, managing office and field teams, and communicating changes and findings throughout the project.

Project Manager, TH71 Phase II ESA and Construction Monitoring, Park Rapids, MN – Mr. Raymaker managed the completion of a Phase II ESA to assist MnDOT to determine final project design plans/specifications and to potentially obtain liability protections. Bay West identified areas in the project corridor that required construction monitoring, then assisted MnDOT in properly managing contaminated soil, and waste materials encountered during construction.

Project Manager, Limited Site Investigation, Various Locations, MN – Mr. Raymaker managed 20 Limited Site Investigations (LSI) at various locations throughout Minnesota. Project management duties included directing field activities, assisting in preparation of and reviewing LSI Reports. Budget management of these projects was critical to ensure maximum reimbursement of project costs through the Petrofund. Mr. Raymaker completed these projects on time and under budget.

Training/Certifications

- 40-Hour OSHA Training w/Current Refresher
- First Aid/CPR Certified
- DOT HazMat Training (49 CFR 172.704)
- USACE Construction Quality Management for Contractors Certification
- FEMA NIMS ICS Trainings (100, 200, 700)

Education

- BS Geoscience, Winona State University

Registrations & Licenses

- Certified Professional Geologist, MN (#51597)

Work History

- 13 years' experience
- 7 years with Bay West

RFQ Specific Experience

- Phase I ESAs
- QAPPs/SAPs
- Investigations & Assessments
- Hazardous Mat. Building Surveys
- Response Actions
- Bidding Specifications
- Site Cleanup & Project Oversight
- Cultural Resources
- Grant Programs
- MPCA VIC & PRP
- EPA Brownfield Program
- DEED Grant Program
- Developer Interaction
- Public Interaction



Project Manager/Geologist

OVERVIEW

Mr. Nimlos has over 10 years of experience managing environmental projects, performing environmental project field work, report preparation, and data analysis.

TECHNICAL EXPERIENCE

Mr. Nimlos' 10 years of experience started in the field conducting environmental and geophysical investigations including tasks on commercial projects such as: overseeing drilling operations; sampling and performing maintenance of remediation systems; installation of soil-vapor extraction, ground-penetrating radar and electromagnetic surveying, brownfield site excavation and redevelopment; community ambient air monitoring; sampling monitoring wells and field screening of soil samples; oversight of the removal of USTs; and soil gas sampling, indoor air, and vapor intrusion air sampling. He has provided hands-on training in soil logging and sampling, groundwater sampling, and various other field tasks to field personnel.

From an office setting, Mr. Nimlos has performed and managed Phase I ESAs and desktop property transaction screening, LECAs, Phase II ESAs, LSIs, RIs, DRAPs, and VIC/PBP Program Enrollment Applications with requested regulatory assurances for petroleum and chlorinated solvent investigations at multiple sites across Minnesota and throughout the US. He has assessed all types of properties including multi-unit residential properties, brownfields, commercial and industrial buildings, oil terminals, landfills, and large highway corridors. He has compiled and analyzed data from soil, groundwater, soil gas, and geological databases.

PROJECT EXPERIENCE

Project Manager, EPA Brownfield Program with WDNR – Abandoned Farmstead, Frederic, WI – Mr. Nimlos scoped and managed an investigation of lead contamination in soil associated with demolition of a structures on an abandoned farmstead in Frederic, Wisconsin. Project tasks included scoping the investigation, SAP preparation per existing QAPP, soliciting subcontractor cost estimates, scheduling, internal staff management, budget tracking, client liaison, invoicing, and final report preparation.

Project Geologist (Terracon) – Site Redevelopment, 740 Railroad Ave, Albany, MN – Project management included Phase I ESA, Phase II ESA, submission of PBP application to MPCA, DRAP design and implementation oversight during site redevelopment from a vacant parking lot to a retail pharmacy store. The site had historically been developed as a gasoline station and metal plating facility adjacent to railroad tracks. Corrective actions at the redevelopment site included vapor barrier installation, contaminated soil removal, and emplacement of clean fill buffers. The site received DRAP implementation approval following implementation report submission to the MPCA.

Geologist (AKRF, Inc.), Remedial Action Plan Implementation – 50 N 5th Street – Williamsburg-Brooklyn, NY – During site redevelopment, Mr. Nimlos duties included oversight of active excavation of contaminated soil and manifesting for hazardous and non-hazardous waste disposal from an approximately 50,000 square-foot former industrial lot. Additionally, provided oversight and coordination between multiple subcontractors to install a sub-slab depressurization system beneath the footprint of the on-site mixed residential and retail redevelopment.

Training/Certifications

- 40-hour HAZWOPER Training w/Current Refresher
- First Aid/CPR Certified

Education

- MS, Geological Sciences, State University of New York at Buffalo
- BS, Geology, Wheaton College, IL

Registrations & Licenses

- Professional Geologist (#53949/MN)
- Asbestos Inspector (#A112856/MN)

Professional Experience

- 12 years' experience
- 2 years with Bay West

RFQ Specific Experience

- Phase I ESAs
- QAPPs/SAPs
- Investigations & Assessments
- Hazardous Mat. Building Surveys
- Response Actions
- Bidding Specifications
- Site Cleanup & Project Oversight
- Cultural Resources
- Grant Programs
- MPCA VIC & PRP
- EPA Brownfield Program
- DEED Grant Program
- Developer Interaction
- Public Interaction



Project Manager/Geologist

OVERVIEW

Ms. Blel has performed a wide variety of office tasks and fieldwork. Office activities have included supporting management of vapor intrusion sites, contracting, cost estimating, sampling plan development, and authoring/compiling various state and federal environmental reports, including remedial investigations, feasibility studies, characterization reports, asbestos and regulated waste reports, Phase I ESA proposals and reports, and work plans. Primary field responsibilities have included conducting sediment investigations, overseeing vapor mitigation system installations, collecting vapor intrusion samples, coordinating vapor intrusion sample collection, responding to spills, and collecting occasional groundwater sampling.

Training/Certifications

- 40-Hr OSHA Training w/Current Refresher
- DOT HazMat Training (49 CFR 172.704)
- 30-Hour OSHA
- Certified Asbestos Inspector, MN #A12878
- ASTM 1527-13 Environmental Professional
- NRPP Radon Mitigation – Residential Measurement and Residential Mitigation Past Certified

Education

- BS Environmental Geoscience, University of St. Thomas

Professional Memberships

- American Institute of Professional Geologists (AIPG) – 2020 Vice-President MN Chapter

Professional Experience

- 7 years' experience
- 7 years with Bay West

RFQ Specific Experience

- Phase I ESAs
- QAPPs/SAPs
- Investigations & Assessments
- Hazardous Mat. Building Surveys
- Response Actions
- Bidding Specifications
- Site Cleanup & Project Oversight
- Cultural Resources
- Grant Programs
- MPCA VIC & PRP
- EPA Brownfield Program
- DEED Grant Program
- Developer Interaction
- Public Interaction

TECHNICAL EXPERIENCE

Ms. Blel is a geologist with 7 years of experience in the environmental consulting industry. Throughout those 7 years, Ms. Blel has gained experience as a field technician/staff scientist/project manager on a variety of projects including petroleum leak sites, solvent sites, and brownfields sites. Ms. Blel has managed and assisted in the management of MPCA, MDA, and MDH projects in accordance with the client contract and purchasing manual requirements. Ms. Blel has conducted field investigations involving site reconnaissance, asbestos & regulated waste inspections, soil boring advancement, sediment sample collection, monitoring well installation, sampling and monitoring of remediation systems, and air sampling and mitigation system oversight associated with vapor intrusion projects. Ms. Blel also has a diverse understanding of reporting associated with Phase 1 ESAs, investigations and remediation sites, including report preparation utilizing MPCA guidance documents, including analyzing contaminant trends, and assisting with remediation plans and site recommendations. She has prepared investigation reports for the numerous State programs documenting soil, vapor, sediment, and groundwater conditions. She is responsible for all phases of projects, including proposal and work plan development, budget management, client communication, field supervision, and report preparation. Ms. Blel has also assisted in the preparation of QAPPs, as well as, conducted Phase I ESAs related to corridors and multi-parcel property transactions.

PROJECT EXPERIENCE

Environmental Professional/Project Manager, Various Phase I ESAs – Completed Phase I ESAs for MPCA, WDNR, and other commercial clients throughout Wisconsin and Minnesota. Assisted in scope of work and budget proposals submitted to the client for approval prior to work start. Authored Phase I and Phase II follow-up reports with soil, groundwater, and soil vapor data, and submitted to client with data interpretation and recommendations.

Project Manager, Various Petroleum Release Sites, MN, MPCA – Managed/conducted file reviews of >900 petroleum release sites in Minnesota for MPCA. Activities included reviewing MPCA files of petroleum release sites, determining if existing contamination is present and recommending further site investigations based on the findings.

Assistant Project Manager/Geologist, St. Louis River Area of Concern (SLR AOC), Duluth, MN, MPCA/USEPA – Lead project staff for environmental investigations of contaminated sediment for remediation investigation and feasibility design at multiple site within the SLR AOC. Assisted in scope of work and budget proposal, and field sampling plans. Authored remedial investigation, focused feasibility study, and technical memorandum reports.



Environmental Scientist

OVERVIEW

Ms. Olson has experience performing a wide variety of environmental field work including collecting sediment samples, vapor intrusion sample collection, responding to emergency spills, data collection and report preparation. Ms. Olson has experience in preparing Phase I and Phase II reports and has assisted in Phase II subsurface investigations.

TECHNICAL EXPERIENCE

Ms. Olson has experience in the field conducting environmental investigations including tasks such as site reconnaissance, sediment sampling, performing maintenance of remediation systems, sampling monitoring wells, vapor intrusion air sampling, field screening of soil samples and emergency response. Ms. Olson has a diverse understanding of reporting associated with Phase I ESAs, investigations, and remediation sites. She has prepared Phase I ESA reports for state and commercial clients.

PROJECT EXPERIENCE

Environmental Scientist, Various Phase I ESAs, Minnesota Department of Transportation- Prepared a Phase I ESA Report following MnDOT rules and guidelines. Preparation of the report involved review of historical documents and current/past property uses. Reviewed city directories, as well as aerial photos and fire insurance maps, to document historical and current property uses. Conducted site reconnaissance to document the present uses and condition of the property.

Environmental Scientist, Various Phase I ESAs, Commercial Clients- Prepared a Phase I ESA Report involving review of historical documents and current/past property uses, following ASTM guidelines. Reviewed city directories, as well as aerial photos and fire insurance maps, to document historical and current property uses. Conducted site reconnaissance to document the present uses and condition of the property.

Environmental Scientist, Various Emergency Responses- Assisted in the cleanup of various petroleum release sites, both on land and shallow bodies of water. Duties included vacuuming/cleaning release area in a timely manner and sampling soil and water for remaining contaminants. Other job duties included traffic control, communicating with client representatives and the public.

Environmental Scientist, Plating Inc. site, MPCA- Performed soil sampling using the MDA reconnaissance sampling method for collection of sub-samples and compositing for non-volatile substances. Samples were field screened using XRF spectrum analyzer. Other duties included obtaining data from XRF spectrum analyzer, communicating with resident owners, prepping for sampling, calibrating equipment and deconning equipment.

Field Support, MPCA, Hennepin County Annual Well Water sampling- Provided field support in well water sampling. Duties included prepping for sampling, calibrating equipment, taking water measurements, and deconning equipment.

Training/Certifications

- 40-Hr OSHA Training w/Current Refresher
- DOT Hazardous Materials Training
- Certified Asbestos Inspector MN (#5LM0905190711)
- Certified e-RAILSAFE
- First Aid/CPR Certified
- Nitron XRF Spectrum Analyzer Training

Education

- BA Biology, Gustavus Adolphus College

Professional Experience

- 2 years' experience
- 1 year with Bay West

RFQ Specific Experience

- Phase I ESAs
- QAPPs/SAPs
- Investigations & Assessments
- Hazardous Mat. Building Surveys
- Response Actions
- Bidding Specifications
- Site Cleanup & Project Oversight
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Program Chemist

OVERVIEW

Mr. Malarek has 33 years environmental experience performing project chemistry support/management at sites nationwide. He has 23 years of experience on PBC HTRW and MMRP projects for DoD Defense (US Army, USACE, USAF, ANG, and US Navy); thus, he has extensive experience interacting with local, state, and federal regulatory agencies in all 10 USEPA Regions and 20 States on CERCLA, RCRA, HTRW, and MMRP sites. Overall experience with public and commercial accounts with special strengths gleaned from key project positions on large federal sites for remedial investigation (RI), removal action (RA), remedial design (RD), feasibility study (FS), remediation feasibility investigation (RFI), site investigation (SI), corrective actions (CA), environmental baseline study (EBS), and long-term monitoring or management (LTM) projects and programs.

TECHNICAL EXPERIENCE

Mr. Malarek has 33 years of total environmental experience performing project chemistry support and management at sites nationwide. 23 years of experience on PBC HTW and MMRP projects for DoD Defense (US Army, USACE, USAF, ANG, and US Navy) and extensive experience interacting with local, state, and federal regulatory agencies in all 10 USEPA Regions and 20 States. His hands-on experience includes overseeing and providing broad range of environmental project consulting, quality assurance oversight and training, data validation, data management, field sampling, laboratory and field auditing, laboratory analytical solicitations and costing, and chemistry technical support (problem solving) and is familiar with remedial process chemistry and fate & transport for organics/inorganics. He supports Bay West's EQUIS data management system, as well as ADR.NET, NEDD, SEDD, and ERPIMS EDDs and is experienced in writing/implementing UFP-QAPPs, lab scopes, and project QC data valuations. Supported large federal investigations and removal actions under CERCLA and RCRA, at both HTRW and MMRP sites.

PROJECT EXPERIENCE

Program Chemist, Former Nebraska Ordnance Plant (FNOP), Mead, NE, USACE CENWK, 2018-Ongoing – Prepared/approved/implements Site-Wide UFP-QAPP for work for site remedial O&M and monitoring activities. This includes developing project-specific MQOs (i.e. e-QAPP), sample login reviews, maintaining project specific database and deliverables with Synectics, and providing quarterly data QC summary reports (QCSR) to support the completion of remediation O&M and monitoring site activities. Provides chemistry and QA oversight for field sampling, reporting, and lab analysis review and data validation to keep project on schedule and scope. Contaminants include select VOCs and explosives in groundwater based on site's COPCs.

Program Chemist, Multi-Installation, Basewide PBR, Wurtsmith AFB and KI Sawyer, MI, Reese AFB, TX, and Chanute AFB, IL, AFCEC, \$12.6M, 2015-Ongoing, FFP/PBC - Prepared/approved/implements Site-Wide UFP-QAPP for work under this multi-installation BRAC PBR. Developed project-specific MQOs, sample login reviews, and provides data report summaries to support completion of RAO and LTM activities. Provides chemistry and QA oversight for field sampling, reporting, and lab analysis to keep project on schedule and scope. Contaminants include VOCs, PFAS, metals, anions, and dissolved gases in water, soil, and air, based on each site's COPCs.

Training/Certifications

- 40-Hr OSHA Training w/Current Refresher
- 8-Hr OSHA Supervisor Training
- 10-Hr OSHA Const. Safety Training
- X-ray Fluorescence Nitron Training
- Disaster Site Worker Training

Education

- MBA, University of Central Florida
- BA, Chemistry, Rutgers University

Professional Memberships

- American Chemical Society

Work History

- 33 years' experience
- 5 years with Bay West

Peer Reviews

Data Validation: As part of the Environmental Data Quality Workgroup, Mr. Malarek peer reviewed the Draft, Draft Final, and Final DoD General Data Validation Guidelines, 11/04/19 for analytical data for Final release.

RFQ Specific Experience

- Phase I ESAs
- QAPPs/SAPs
- Investigations & Assessments
- Hazardous Mat. Building Surveys
- Response Actions
- Bidding Specifications
- Site Cleanup & Project Oversight
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- Grant Programs
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- EPA Brownfield Program
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Senior Engineer

OVERVIEW

Mr. Hannu is a Registered Civil Engineer with over 29 years of experience investigating, remediating, and helping clients develop contaminated property. He has managed a wide variety of investigation, cleanup and development projects at sites contaminated with petroleum, PAHs, and metals from sources such as railroad tracks, USTs, dry cleaners, fill material, and off-site sources.

TECHNICAL EXPERIENCE

Over the past 29 years, Mr. Hannu has either managed or provided key technical support for numerous investigation, cleanup and development projects throughout Minnesota. He brings a unique combination of construction and environmental experience, which allows him to effectively communicate the consequences of critical environmental results. Mr. Hannu has managed the investigation of approximately 300 sites contaminated with petroleum, solvent, metals, or heavy hydrocarbons. He has conducted feasibility studies at numerous sites with contaminated soil and groundwater that evaluated alternative remediation techniques and recommended appropriate technologies. He has also prepared many Response Action Plans (RAPs) and Contingency Plans.

He has prepared detailed bidding plans and specifications, operation, maintenance, and monitoring manuals, and directed the installation of approximately 100 active remediation systems and numerous excavation projects. These systems have utilized bioventing, vapor extraction, air sparging, thermal vapor combustion, building ventilation, free product recovery, natural attenuation, enhanced biodegradation, groundwater recovery and treatment, and dual-phase extraction for sites with solvent, petroleum, and metal contamination. He focuses bidding specifications on collecting unit prices for many unanticipated, but potential items, with the goal of eliminating undefined contractor change orders. Instead, contractor invoicing goes smoothly and as planned, protecting both his clients and the contractors.

Mr. Hannu uses this experience to currently provide senior technical review of a majority of Bay West's workplans and reports prepared by our other project managers for the MPCA.

PROJECT EXPERIENCE

Project Manager, Vapor Review Project, MPCA – Mr. Hannu managed a team that helped the MPCA assess vapor intrusion risk at higher-risk petroleum release sites that were closed before the vapor intrusion assessment guidance documents were prepared. We obtained MPCA files for the closed sites, reviewed key information to identify plume size and magnitude, concluded if additional vapor assessment was necessary, and (if so) developed a proposed scope for this assessment. We reviewed over 750 closed sites for the MPCA. We also developed a web mapping application for the MPCA and another consultant to quickly view project results, with the eventual goal of turning it over for use on the MPCA's website.

Project Manager, St. Louis River/Interlake/Duluth Tar Superfund Site MN, MPCA – Prepared Draft ARARs on behalf of MPCA for new Feasibility Studies. Provided technical review support on the new Feasibility Studies. Conducted Five-Year Reviews which included the evaluation of the effectiveness of the implemented remedies, then developed recommendations and follow-up actions for sites.

Training/Certifications

- Licensed Professional Civil Engineer, IA, MI, MN, ND, SD, WI, MD, KS, NE
- 40-Hr OSHA Training w/Current Refresher
- Certified Stormwater Pollution Prevention Plan (SWPPP) Designer
- Registered PECFA Site Assessor, WI
- NCEES (National Council of Examiners for Engineering and Surveying)
- 8-Hour Refresher OSHA Training for Workers at Hazardous Waste Sites
- Bio Hazard Sampling Training
- First Aid/CPR Certified

Education

- BS Civil Engineering, North Dakota State University

Professional Experience

- 29 years' experience
- 8 years with Bay West

RFQ Specific Experience

- ☒ Phase I ESAs
- ☒ QAPPs/SAPs
- ☒ Investigations & Assessments
- ☒ Hazardous Mat. Building Surveys
- ☒ Response Actions
- ☒ Bidding Specifications
- ☒ Site Cleanup & Project Oversight
- ☒ Cultural Resources
- ☒ Grant Programs
- ☒ MPCA VIC & PRP
- ☒ EPA Brownfield Program
- ☒ DEED Grant Program
- ☒ Developer Interaction
- ☒ Public Interaction



4. Fee Schedules

Request for Qualifications
Brownfield Assessment and Cleanup
City of Duluth



Standard & ER Fee Schedule

<u>Technical Personnel</u>	<u>Standard Hourly Rate</u>	<u>ER Hourly Rate</u>
Field Technician I.....	\$55.00	\$66.00
Field Technician II.....	\$65.00	\$78.00
Field Technician III.....	\$75.00	\$90.00
Field Technician IV.....	\$85.00	\$102.00
Operations Foreman.....	\$90.00	\$108.00
Site Supervisor I.....	\$95.00	\$114.00
Site Supervisor II.....	\$115.00	\$138.00
Office Support.....	\$60.00	\$69.00
GIS Tech.....	\$70.00	\$80.50
GIS Analyst I.....	\$80.00	\$92.00
GIS Analyst II.....	\$105.00	\$120.75
Transportation & Disposal Coordinator.....	\$85.00	\$97.75
Staff Professional I.....	\$80.00	\$92.00
Staff Professional II.....	\$95.00	\$109.25
Staff Professional III.....	\$105.00	\$120.75
Staff Professional IV.....	\$120.00	\$138.00
Associate Safety Professional.....	\$90.00	\$103.50
Construction Health and Safety Technician.....	\$75.00	\$86.25
Certified Safety Professional.....	\$125.00	\$137.50
Certified Industrial Hygienist.....	\$150.00	\$165.00
Project Manager.....	\$130.00	\$130.00
Senior Project Manager I.....	\$160.00	\$160.00
Senior Project Manager II.....	\$180.00	\$180.00
Senior Project Manager III.....	\$200.00	\$200.00
Principal.....	\$225.00	\$225.00

Bay West

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Revised 04/17/18

Commonly Used Equipment Resources

A full list of equipment is available upon request

	Standard			Standard	
	Rate	ER Rate		Rate	ER Rate
PROTECTIVE GEAR					
Breathing Air Tank and Regulator.....	60	72			
Decon Shower.....	50	60			
Full Turn-out Fire Gear.....	150	180			
Manlift Assembly.....	180	216			
Mobil SCBA Force Breathing Air.....	210	252			
Nylon Lanyard Fall Arrester.....	25	30			
Personal Protective Equipment					
Level A.....	\$ 840	\$ 1,008			
Level B*					
with Saranex-coated Suit/SCBA.....	380	456			
with Saranex-coated Suit/SAR.....	300	360			
Level C*					
with Tyvek Suit.....	100	120			
with Saranex-coated Suit.....	200	240			
Level D*.....	60	72			
Retractable Lifeline.....	50	60			
Supplied Air Line Kit.....	120	144			
* Per person and includes up to three sets of clothing					
MONITORING AND ANALYTICAL EQUIPMENT					
Analyzer, Mercury.....	300	360			
Analyzer, XRF.....	300	360			
GPS, Sub-meter accuracy.....	90	108			
Mercury Spill Kit.....	90	108			
Meter, Water Quality.....	150	180			
Scales.....	25	30			
Manometer, Digital Micro.....	60	72			
Meter, CGI.....	75	90			
Meter, Conductivity.....	35	42			
Meter, FID.....	175	210			
Meter, Nitrate.....	50	60			
Meter, pH.....	35	42			
Meter, PID/PID 4 Gas.....	120	144			
Meter, Product Water Interface.....	60	72			
Meter, Water Level.....	35	42			
Pump, Air Sampling.....	50	60			
Pump, Bladder.....	90	108			
Pump, Peristaltic.....	60	72			
Pump, Submersible 12 volt.....	150	180			
Pump, Submersible.....	150	180			
VEHICLES AND TRAILERS					
Service Vehicle, Automobile.....	55	66			
Service Vehicle, Automobile Mileage.....	0.65	0.78			
Service Vehicle, Truck.....	70	84			
Service Vehicle, Truck Mileage.....	0.65	0.78			
Service Vehicle, Heavy Duty.....	150	180			
Service Vehicle, Heavy Duty Mileage.....	0.95	1.14			
Service Vehicle, Cargo Van.....	120	144			
Service Vehicle, Cargo Van Mileage.....	0.65	0.78			
Service Vehicle, 24 ft. Cube.....	210	252			
Service Vehicle, 24 ft. Cube Mileage.....	0.95	1.14			
Service Vehicle, Vacuum Truck.....	100	120			
Service Vehicle, Vacuum Truck Mileage.....	1.75	2.10			
Trailer, Emergency Response.....	300	360			
Trailer, Heavy Duty.....	45	54.00			
Trailer, Enclosed Utility.....	60	72			
Office Trailer.....	90	108			
Skid Steer Loader.....	270	324			
PUMPING EQUIPMENT					
Pump, Corrosive.....	\$ 200	\$ 240			
Pumps*.....	90	108			
Pump, Diesel Transfer.....	30	36			
* Any one trash, petroleum, adhesive or patay hand pump.					
COMPRESSION EQUIPMENT					
Compressor*.....	70	84			
Compressor, Leroi.....	175	210			
Fan, Evacuator.....	65	78			
Fan, Subgrade.....	35	42			
Pressure Washer, Cold.....	65	78			
Pressure Washer, Hot.....	130	156			
* Any one portable air, oil-less, or groundwater combo compressor.					
FIELD EQUIPMENT					
Auger, Hand Soil.....	40	48			
Auger, Ice.....	35	42			
Decontamination Equipment.....	25	30			
Dry Ice Blaster.....	80	96			
Groundwater Sampling Bailer Bundle.....	25	30			
Groundwater Sampling Equipment Bundle.....	35	42			
Groundwater Sampling Pump Bundle.....	400	480			
Inclement Weather Equipment Bundle.....	50	60			
Indoor/Outdoor Air Sampling Bundle.....	75	90			
Pneumatic Drum Deheader.....	50	60			
Rolloff Box, 20 yd.....	35	42			
Site Mapping Equipment Bundle.....	125	150			
Small Power/Pneumatic Tools.....	35	42			
Traffic Control Equipment #1 Bundle.....	25	30			
Traffic Control Equipment #2 Bundle.....	150	180			
Cold Tap Kit.....	360	432			
Confined-Space Entry Equipment Bundle.....	325	390			
Hoses*.....	20	24			
Material Handling Equipment.....	30	36			
Portable Lighting**.....	60	72			
Small Hand Tools (Multiple).....	30	36			
Soil Gas Installation Stainless Bundle.....	225	270			
Soil Gas Installation Brass Bundle.....	125	150			
Soil Sampling Equipment Bundle.....	75	90			
Sparkless Small Hand Tools (Multiple).....	60	72			
Vacuum, HEPA.....	150	180			
Vacuum, Mercury.....	240	288			
* Any one pressurized washer, water, ice blast, chemical, discharge, air, breathing air, petroleum, or garden hose.					
** Any one explosion proof or battery powered lights.					
MARINE EQUIPMENT					
Boat with Motor, Lund Aluminum.....	300	360			
Boat with Motor, Pontoon.....	300	360			
Boat with Motor, Sea Ark.....	660	792			
Containment Boom, 3" x 3" (25 ft section).....	35	42			
Containment Boom, 6" x 6" (50 ft section).....	60	72			
Jon Boat with Motor.....	130	156			
On Water Bundle.....	50	60			
Skimmer, Drum.....	150	180			
Skimmer, JBF Dip 400.....	450	540			
Skimmer, Manta Ray.....	90	108			
OFFICE EQUIPMENT					
CD/DVD Data Reproduction, per disc.....	1.25	1.50			
Copies (B&W), per page.....	0.05	0.06			
Digital Color Print, per page.....	0.25	0.30			
Plots, B Size (11x17).....	5	6.00			
Plots, C Size (24x24).....	15.00	18			
Plots, D Size (36x36).....	25	30			

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Revised 04/17/18



Fee Schedule Notes

Invoicing Procedures and Terms

- To commence work, Bay West requires an executed contract, signed customer purchase order acceptable to Bay West, or signed Bay West terms and conditions.
- It is Bay West's practice to bill on a bi-weekly cycle. However, Bay West reserves the right to progress bill on any cycle deemed necessary depending on the project.
- All invoices are due net 30 days from invoice date. Balances outstanding more than 30 days after the invoice date may be assessed a monthly finance charge of 1.5% per month from the invoice date.
- All rates are stated in United States dollars. Funds payable should also be in United States dollars.

Standard Fee Schedule Labor Rates

- Fieldwork performed after 8 hours per day, on Saturdays, or on Sundays may be billed at 1.5 times the regular hourly rate. Scheduled fieldwork performed on Bay West recognized holidays may be billed at 2.0 times the regular hourly rate.
- Labor is billed portal to portal, including loading, unloading and equipment decontamination time.
- Hourly labor rates for expert testimony will be negotiated on a project specific basis.

Emergency Response Fee Schedule Labor Rates

- Work performed after 8 hours per day, weekdays outside the hours of 8:00 am to 5:00 pm, or on Saturdays may be billed at 1.5 times the regular hourly rate. Work performed on Sundays and Bay West recognized holidays may be billed at 2.0 times the regular hourly rate.
- Labor is billed portal to portal, including loading, unloading and equipment decontamination time.

Subcontractors, Materials, and Vendors

Any materials, tools, equipment, or services for which there is no provision in the fee schedule are billed at invoice price plus 20%. These expenditures are meant to include subcontracts and disbursements of any kind which Bay West is called upon to make in the execution of the required work.

Travel Expenses

Travel expenses incurred for out-of-town jobs are billed to the customer at cost. These expenditures may include the following items: airfare, car rental, lodging, cab fare, parking, and per diem.

Equipment Fee Schedule

- The attached equipment price schedule includes the most commonly used items. Bay West will charge a reasonable and competitive rate for unscheduled items.
- Rental charges are charged as daily rates unless otherwise noted. The minimum rental period for all equipment is five hours or ½ day. Equipment is billed portal to portal including loading and unloading time.
- Bay West may charge equipment at a stand-by rate equal to 50% of the regular rate for equipment that is on-site to be available and ready when such equipment is critical to the work being performed.
- Bay West will bill for the replacement or repair of equipment which requires replacement or repairs as result of the project at the rate of its replacement or repair cost plus 20%. Note: This is not intended to result in customers paying for equipment that is at the end of its useful life. This is intended to make the customer aware that, in some circumstances due to the nature of the project, there may be equipment that is damaged or destroyed. Repair or replacement cost for equipment that is damaged or destroyed based upon this criteria will be charged to the customer as noted.

Expendables Fee Schedule

- Expendable items inventoried and warehoused by Bay West are billed according to the Bay West Expendables Fee Schedule.
- The Bay West Expendables Price List is adjusted periodically to reflect suppliers' price changes. The Bay West Expendables Fee Schedule is available to customers upon request.