

**MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
SHORT ELLIOTT HENDRICKSON, INC.  
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 SHORT ELLIOTT HENDRICKSON, INC., located at 3535 Vadnais Center Drive, St. Paul, MN 55110, 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:** Short Elliott Hendrickson, Inc.  
3535 Vadnais Center Drive  
St. Paul, MN 55110  
Attn: Christine Carlson, 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

STATEMENT OF QUALIFICATIONS

# Brownfield Assessment and Cleanup

RFP No. 19-28AA

CITY OF DULUTH, MN | JANUARY 15, 2020



Building a Better World  
for All of Us®

Engineers | Architects | Planners | Scientists

January 15, 2020

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



## RE: Statement of Qualifications | Brownfield Assessment and Cleanup | RFP No. 19-28AA

Dear Members of the Selection Committee:

It is important to partner with a consultant that brings experience in not only on the technical aspects of brownfield redevelopment, but also understanding the overall goal is revitalization, economic development and implementing transformative opportunities such as open spaces, connecting people and businesses. Brownfield redevelopment fits perfectly within the scope of Imagine Duluth 2035 as it improves neighborhoods, improves infrastructure and emphasizes sustainability. Brownfield redevelopment if done correctly benefits all demographics and businesses. Short Elliott Hendrickson Inc. (SEH®) has elected to team with Landmark Environmental, The 106 Group and HTB Project Navigation to provide the City of Duluth a team that best meets the needs and qualifications put forth in the Request for Qualifications.

## Why choose the SEH team?

The SEH team not only provides a robust and experienced group of environmental professionals—we also have a strong local team of civil, geotechnical, municipal and structural engineers that work with the environmental staff to understand the infrastructure needs of a redevelopment project. Our landscape architects, wetland scientists and water resource engineers are also readily available to meet both developer and regulatory needs. SEH has also teamed with the 106 Group to bring extensive cultural resource expertise to the project(s).

Relevant Environmental Experience. The SEH team is proficient in the areas of environmental assessment, investigation, remediation, asbestos and hazardous materials. When conducting environmental assessments, we follow relevant industry standards – Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Cleanup (VIC), Petroleum Brownfield Program (PBP), American Society for Testing and Materials (ASTM) and All Appropriate Inquiry (AAI) – with the precise understanding that, when called upon to assist with the brownfield redevelopment projects, the primary goals are to connect people, create safe affordable housing, open spaces and economic growth.

We have been conducting numerous brownfield projects, including: Phase I and Phase II Environmental Site Assessments (ESAs), Quality Assurance Project Plans (QAPPs), Response Action Plans (RAPs), asbestos investigations and reports, hazardous materials assessments and reports for more than 30 years. Our approach to environmental site investigations includes gaining insight into the unique goals of the project – this understanding translates to a project with minimal delays and fewer unforeseen costs associated with environmental issues.

SEH, HTB Project Navigation and Landmark have extensive experience in preparing Minnesota DEED and EPA Brownfield grants. HTB Project Navigation led by Heidi Timm-Bijold brings a depth of knowledge pertaining to the history and success of the nationally recognized Duluth Brownfield Program. SEH prepares hundreds of plans and specifications for bidding every year, including many in the Duluth area from our downtown Duluth office.

**Support of Disadvantaged Businesses.** SEH recognizes the value in teaming with small businesses, women owned businesses and minority owned businesses. We are committed to providing equitable involvement of small and disadvantaged business enterprises. We bring solid partnerships and experience working with SBE/WBE/MBE cBE

### Short Elliott Hendrickson, Inc. (SEH®)

3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

### Christine Carlson, PG (MN)

Project Manager  
651.490.2070 direct  
888.908.8166 fax  
ccarlson@sehinc.com

**Minnesota Tax I.D. Number:**  
6731352

**Federal I.D. Number:**  
41-1251208

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507  
SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

goals with Federally funded projects, the Metropolitan Council, and the Minnesota Department of Transportation. More information about our proposed teaming partners is contained in the qualifications that follow. All of our teaming partners are disadvantaged businesses including: Landmark Inc., The 106 Group and HTB Project Navigation, LLC.

At SEH, our collective purpose is focused on Building a Better World for All of Us®. This mission embodies our commitment to increasing quality of life through the services we provide. SEH's mission to "Build a Better World for All of Us" compliments the City of Duluth's "Imagine Duluth 2035. Forward Together" perfectly. We are excited at the prospect of continuing our firm's relationship with the City of Duluth to ensure the environmental assessment and investigation services increase the quality of living for our communities. Thank you for the opportunity to submit our qualifications. Should you have any questions, please don't hesitate to contact me at 651.490.2070 or ccarlson@sehinc.com.

**We acknowledge receipt of Addendum No. 1 dated January 10, 2020.**

Respectfully submitted,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink, appearing to read "Christine Carlson", written in a cursive style.

Christine Carlson, PG (MN)  
Project Manager



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



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The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

SEH is a registered trademark of Short Elliott Hendrickson Inc.

DULUT 153982



**RELEVANT  
PROJECTS**

# Relevant Projects

We have included below and on the pages that follow, a project experience matrix and more detailed project examples, as further evidence of our ability to deliver each of the environmental engineering services (A-M) identified in the RFQ.

	REGULATORY/PROGRAM ASSISTANCE	PHASE I ESA	PHASE II ESA	RAP/CCP	CONSTRUCTION OVERSIGHT	GRANT ASSISTANCE	BIDDING SPECIFICATIONS	PUBLIC INVOLVEMENT	HAZMAT SURVEYS/ASBESTOS
St. Paul Police Training Facility – St. Paul Port Authority	✓	✓	✓	✓		✓	✓		
Andover Station North – Andover Economic Development Authority	✓	✓	✓	✓	✓		✓		✓
Metro Cold Storage – Metropolitan Council				✓	✓		✓		
Maplewood Environmental Services – City of Maplewood	✓	✓	✓	✓	✓	✓	✓	✓	✓
SWLRT OMF – Metropolitan Council	✓	✓	✓	✓				✓	✓
Five Star Mobile Estates – Interstate Property Services, Inc.	✓	✓	✓	✓					
Lafayette Bridge Environmental – MnDOT OES	✓	✓	✓	✓	✓		✓		
Louisiana Interchange – City of St. Louis Park	✓	✓	✓	✓	✓	✓	✓	✓	✓
City Center Development – City of Vadnais Heights		✓	✓	✓	✓			✓	
Golden Valley Environmental Services – City of Golden Valley	✓	✓	✓	✓	✓	✓	✓		✓
South St. Paul HRA (Landmark)	✓	✓	✓	✓	✓	✓	✓		✓
Bruce Vento Nature Sanctuary (Landmark)	✓	✓	✓	✓	✓	✓	✓	✓	✓



# INTERSTATE 35 AND 535, TH 53 TWIN PORTS INTERCHANGE – PHASE I AND II ESAs

## DULUTH, MN

The State plans to reconstruct two interchanges: the I-35 and I-535 TPI interchange; and the I-535 and Garfield Avenue interchange and Courtland Street in Duluth. The project will replace multiple interstate mainline and ramp bridges (over 30 bridges will be impacted); extend and improve local roads used as freight connections; and install an intelligent transportation system (ITS) wayfinding system. The project area has been industrially developed for over 100 years, and was occupied by rail yards, lumber mills and grain elevators. One rail site is the BNSF Glacier Park Roundhouse and Rail Yard, and is an active Superfund Site (SR1356).

For the Phase I ESA, SEH analyzed and summarized hundreds of previous investigations and documents. The Phase I ESA included a comprehensive description of the current corridor conditions, corridor history, environmental regulatory listings and previous environmental investigations. SEH identified 87 high, 103 medium and 31 low ranked sites for the project corridor. SEH completed the Phase I ESA within the original schedule and budget.

The Phase II ESA work is currently underway on the TPI project. We worked with the State to plan the location of borings based on the Phase I information and the preliminary design plans. The project includes approximately 450 borings. The drilling work is currently underway. The Phase II ESA results will be used to determine the types and extent of contaminated soil, groundwater and waste that may be encountered during the reconstruction project and for use in requests for “no association determinations” through the MPCA VIC program.

The Phase II ESA work has required coordination with multiple entities in order to complete the drilling and sampling. SEH completed a detailed Investigation Work Plan for the railroad (BNSF)-owned portion of the TPI project for submittal with a BNSF access permit application. SEH completed the Response Action Plan and specifications for the project. SEH is contracted to perform RAP implementation oversight during construction in 2020-2023.



SEH WILL BE COMPLETING OVERSIGHT OF RESPONSE ACTION IMPLEMENTATION DURING CONSTRUCTION FROM 2020-2023.



# ST. PAUL POLICE DEPARTMENT TRAINING FACILITY

ST. PAUL, MN



SEH COMPLETED ALL ASPECTS OF THE ENVIRONMENTAL DUE DILIGENCE FROM THE PHASE I ESA TO FINAL CONSTRUCTION AND IMPLEMENTATION REPORT.



Saint Paul Port Authority retained SEH to complete the environmental due diligence for the development of a four-acre property into a proposed 24,000 sq. ft. police training facility with firing range. The property is located in an area with extensive historical industrial and commercial land use.

Two structures – a 30,000 sq. ft. single story office/warehouse and a 9,700 sq. ft. single story metal pole barn storage building with a wood frame are currently on the property. There will be a full demolition and reconstruction of the main structure during redevelopment. The property has over 100 years of previous development and industrial use in downtown Saint Paul, directly adjacent to a major railroad corridor. Numerous historic structures were removed during the mid-century with some subsurface foundation remaining. A lumber company, wrecking company, electrical and plumbing companies formerly occupied the property.

SEH completed a Phase II ESA to assess soil and groundwater conditions at the property. Soil borings and test pits were completed on the property. Results from the Phase II ESA identified soil contamination concerns on the property. SEH targeted areas of former structures and outdoor storage areas during the investigation. In the former wrecking yard area soil contaminated with hazardous levels of lead was encountered. SEH delineated with extent of the lead area through lateral and vertical sampling intervals. Soil through the site commonly contained solid waste (urban fill) and concrete suspect foundations were encountered. A tar substance was also encountered.

SEH provided the Port Authority with an estimate for stabilization of the hazardous lead area. We worked with the project design team to optimize the project estimate based on the contamination encountered. A RAP/CCP and specifications were completed.

SEH saw this project through completion, including oversight of the Response Action Plan. 2,712 yards of debris-laden fill was disposed at Frattalone's Dawnway Landfill. SEH prepared and submitted an Implementation Report to the MPCA including clean up methods and procedures, field screening results, daily field logs, air monitoring details, laboratory analytical sampling confirmation results, and landfill documentation. SEH also assisted the Port Authority in obtaining a No Association Determination Letter and a No Further Action Letter from the MPCA.



# RIVER'S EDGE PARK DEVELOPMENT AND 3RD STREET NORTH TRAIL

WAITE PARK, MN



SEH COMPLETED MULTIPLE ENVIRONMENTAL PROJECTS FOR THE DEVELOPMENT OF THIS 42-ACRE PARK LOCATED ON A FORMER US EPA SUPERFUND SITE



SEH completed multiple environmental projects for the development of the 42-acre park. The project also included a 3,200 ft. trail system along 3rd Street North to connect River's Edge Park to the Wobegon Trail System. The project area is located within a former Burlington Northern Railroad property used for maintenance, repair and construction of railroad cars since 1894. The project area was included on the US EPA's National Priority List under Waite Park Wells Superfund Site. Contamination includes petroleum, heavy metals and PCBs in soil as well as PCBs and volatile organic compounds in ground water.

Burlington Northern deeded about 100 acres to the City in 1986 and the EPA issued a Record of Decisions in 1989 and 1994 for the clean up of groundwater and soil. Following remedial activities, the MPCA prepared a 1998 Explanation of Significant Difference recognizing that lead-impacted soil remained at the site and approved an Integrated Remedy to address lead impacts during future development activities.

SEH provided engineering, architectural, and landscape design for the development of the 42-acre River's Edge Park, an athletic complex including public ballpark, hockey and ice rinks, parking lots, trails, splash pad/playground area, disc golf, and associated building structures, utilities, lighting, and trees. SEH also provided engineering and landscape design for a 3,200-foot trail system along 3rd Street North to connect River's Edge Park to the Wobegon Trail System.

SEH's environmental services included enrolling the project into and implementing the US EPA VIC program to manage lead-contaminated soils, development of Construction Contingency Plans and providing construction oversight, contaminant field screening using hand-held XRF with laboratory confirmation, and preparing Response Action documents.

# BRUCE VENTO NATURE SANCTUARY

ST. PAUL, MN



LANDMARK PREPARED TWO EPA BROWNFIELD GRANT APPLICATIONS TOTTALLING \$400,000, USED TO IMPLEMENT A \$1.1 MILLION CLEANUP RELATED TO THE RESTORATION OF THE 27-ACRE NATURE SANCTUARY

Following completion of a Phase I Environmental Site Assessment and Phase II Environmental Investigation work conducted on behalf of the Trust For Public Lands, Landmark was hired by the City of St. Paul prepare two EPA Brownfields Grant applications; each grant award was \$200,000, which was used to implement a \$1.1 million cleanup related to the restoration of the 27-acre Bruce Vento Nature Sanctuary (Sanctuary).

Landmark was subsequently hired by the City of St. Paul to oversee the cleanup activities on the Sanctuary, which previously supported a rail yard, and above ground petroleum storage. Restoration activities included the creation of improved greenspace areas, wetland restoration and trail construction. The work was conducted in accordance with a Voluntary Response Action Plan approved by the Minnesota Pollution Control Agency (MPCA) and an EPA-approved Quality Assurance Project Plan and a Sampling and Analysis Plan.

The response actions included excavation and disposal of contaminated soil from hotspots and soil encountered during wetland restoration as well as restoration including construction of three ponds, bike and walking trails and final seeding. Landmark also coordinated the public bidding process with the City of St. Paul (prepared bidding documents, assisted with advertising, conducted pre-bid walk, issued addenda, and evaluated bids). A total of 8,742 tons of contaminated soil was excavated and disposed at two permitted landfills. Almost 7,350 tons of soil at the soil management areas was re-used on site. In order to completely cover soil management areas with topsoil, a total of 19,595 cubic yards of clean soil was brought onto the Sanctuary.

Landmark also assisted with management of the EPA grants including incorporation of federal requirements into the bidding documents, providing quarterly reports to EPA and compiling grant reimbursement documentation. Landmark also assisted with the preparation of the draft and final restrictive covenant for



the Sanctuary. In addition, Landmark participated in a number of public meetings aimed at seeking public input and also keeping community members, tribal representatives and elected officials informed of project progress.

A second phase of the project involved the cleanup and restoration of the Bruce Vento Interpretive Center, a 1.85 acre property located adjacent to the Sanctuary. The cleanup work was conducted with the approval of the MPCA and with the assistance of additional brownfield grant funding from EPA. With Landmark's oversight, a total of 1,747 tons of contaminated soil was transported to a permitted landfill with backhauling of clean soil. Approximately 1,600 cubic yards of marginally contaminated soil was placed at depth and covered with a minimum 4 foot soil cover to reduce cost and is more sustainable. Landmark's work has continued on site over the years including completing a hazardous building material survey prior to demolition of the building on the Interpretive Center property and environmental work under the restrictive covenant for construction of a water line and rehabilitation of the Phalen Creek Stormwater Sewer including contaminated water dewatering treatment and discharge. Currently, Landmark is assisting with continued investigation work under the restrictive covenant for construction of the Interpretive Center.

# SOUTH ST. PAUL HRA

SOUTH ST. PAUL, MN



**LANDMARK PROVIDED A VARIETY OF ENVIRONMENTAL SERVICES UNDER TWO \$200,000 US EPA BROWNFIELD ASSESSMENT GRANTS AND HELPED SECURE TWO \$200,000 EPA CLEANUP GRANTS FOR THIS PROPERTY**

Landmark provided a variety of environmental services to the City of South St. Paul Housing & Redevelopment Authority (HRA) under two \$200,000 US EPA Brownfield Assessment Grants. Landmark conducted an area-wide Phase I ESA of 112 commercial-industrial properties in BridgePoint Business Park, a 320-acre area of mixed private and public ownership where historic land use includes stockyards, railyards, bulk petroleum storage and industrial uses.

Under the direction of the HRA, the area-wide ESA results were used to complete targeted Phase I and Phase II ESAs and an area-wide groundwater investigation. Based on this information, Landmark prepared Voluntary Response Action Plans and/or Environmental Construction Contingency Plans for two of the properties. The Brownfield Assessment Grant fund was also used to investigate the South St. Paul municipal airport (>200 acres) in preparation of future redevelopment.

The Phase II investigations were conducted in accordance with an EPA-approved QAPP and site-specific Sampling and Analysis Plans prepared by Landmark for assessing soil, groundwater and soil vapor.

Landmark prepared a subsequent EPA Brownfield Assessment Grant application on behalf of the HRA to conduct additional Phase I ESAs and Phase II investigations and two \$200,000 EPA Cleanup Grants applications. Landmark was hired by the HRA to conduct the additional assessment work and oversee the implementation of response actions at the two cleanup projects. The cleanup work was also implemented using funding from the HRA, the Minnesota Department of Employment and Economic Development and the Metropolitan Council.





**RESUMES**

# Resumes

SEH has assembled a team of experts who have a proven track record of successfully working together to deliver the environmental engineering services outlined in the RFQ. This team will be led by SEH project manager Christine Carlson who has delivered numerous similar projects. In addition, many of Christine’s team members have worked together before on similar projects. Christine and her team is familiar with the Duluth area working for the past two years on the Twin Ports Interchange project, and look forward to delivering successful environmental consulting services in support of “Imagine Duluth 2035”.

Truncated resumes for SEH project manager Christine Carlson and the team members she has assigned to provide the required services to the City of Duluth are provided on the following pages.

## **CHRISTINE CARLSON** PG PROJECT MANAGER | SEH

Christine will serve as the project manager and primary point of contact for the City of Duluth. Christine will work with the City from the beginning of the project in developing goal and objectives through completion of the project and final assurances. She will be responsible for project oversight and coordination of activities, budgets, invoices and schedules. Her responsibilities also will include coordinating subcontractors, including the DBE’s, drilling/geoprobe firm, analytical laboratory and excavation and remediation contractors. Christine’s experience working with engineering design teams drives her understanding of how project needs can affect environmental tasks. She further understands how these two elements converge and how they might impact and complement what is needed to complete environmental tasks as well as design and construction. Christine is up-to-date on emerging issues and the current atmosphere of the regulatory and construction industry on Brownfields sites. She uses this comprehension of the industry and a keen focus on the unique objectives of each project to lead her approach to due diligence.

### **EXPERIENCE**

- Twin Ports Interchange Environmental Assessments – Duluth, MN
- Police Training Facility Brownfield – St. Paul Port Authority
- Lafayette Bridge Reconstruction – City of Saint Paul, MN
- Blue Line Support Facility (Metro Transit) – Minneapolis, MN
- Andover Station North – City of Andover, MN
- East Metro Public Safety Training Center – City of Maplewood, MN



**15**  
YEARS OF  
EXPERIENCE



### **EDUCATION**

Master of Science  
Geology  
University of Missouri-Columbia

Bachelor of Arts  
Geology  
Gustavus Adolphus College  
St. Peter, MN



### **REGISTRATIONS/CERTIFICATIONS**

Professional Geologist in Minnesota

OSHA 40-Hour HAZWOPER  
(Specialist)

Asbestos Inspector, Minnesota  
Department of Health (MDH)

## AL SUNDERMAN PG

PRINCIPAL-IN-CHARGE | SEH

Al will serve as principal-in-charge and provide senior technical support. He will be responsible for assuring the necessary resources (staff and equipment) are available to meet the needs of the project and is responsible for overall client satisfaction and subcontracts. Al is a registered Professional Geologist in Minnesota with more than 34 years of environmental assessment and response experience in Minnesota - including extensive experience in managing numerous brownfield redevelopment projects. He is a project manager and hydrogeologist responsible for soil, sediment and groundwater contamination investigations, remediation, hydrogeologic studies, groundwater monitoring, sampling and analysis, soil and subsurface exploration, Phase I and II ESAs, brownfields, risk assessment MPCA VIC, and PBPs.

### EXPERIENCE

- o Environmental Review, Area-wide Plan, Western Port Neighborhoods – Duluth, MN
- o Arthur Avenue Environmental Assessment – Duluth, MN
- o Interstate Property 5-Star Redevelopment – Vadnais Heights, MN
- o ISD 621 Mounds View Public Schools – Roseville, MN
- o Viking Drill and Tool Inc. – Saint Paul, MN
- o Coon Rapids Plant Newell Rubbermaid Inc. – Coon Rapids, MN
- o Dakota County Mississippi River Regional Trail (MRRT) and Big River Regional Trail (BRRT) – South St. Paul and Lilydale, MN
- o Phase II Environmental Site Assessment, Southwest Light Rail Transit (Metropolitan Council) – Hennepin County, MN
- o Asbestos Evaluation – St. Paul Port Authority



34  
YEARS OF  
EXPERIENCE



### EDUCATION

Bachelor of Science  
Geology  
University of Minnesota–Duluth

Post Graduate Study  
Hydrogeology  
University of Minnesota-Minneapolis



### REGISTRATIONS/CERTIFICATIONS

Professional Geologist in Minnesota

Professional Geologist, American  
Institute of Professional Geologists  
(AIPG)

OSHA 40 Hour HAZWOPER  
(Specialist), SEH

## HEIDI TIMM-BIJOLD PMP

BROWNFIELD EXPERT | HTB PROJECT NAVIGATION

Heidi has a passion for brownfield redevelopment. For more than 21 years she worked for the City of Duluth on many complex development projects, with much of her work revolving around brownfield remediation and redevelopment. Through this work, she promoted the reuse of brownfield properties through the strategic acquisition and deployment of public (DEED and EPA) and private funding and partnerships. She leveraged her position on the board of Minnesota Brownfields to collaborate with the MN Department of Health to develop the Brownfield to Health Tool, a health impact assessment which was piloted at several Duluth sites.

### EXPERIENCE

- o Redeveloped sites for impactful projects that include Clyde Park, Hawks Boots (aka Epicurean/Loll), Pier B
- o Creation of three discreet Brownfield Inventories that inform/guide land use and redevelopment decisions on the neighborhood level
- o Led the EPA-funded Irving and Fairmount Brownfields Revitalization Plan project that subsequently leveraged a \$1.1 million DEED TEDI grant award \$1.4 million of EPA Brownfields funding (prior to the preparation of the current successful EPA grant application under RFQ) leveraged in excess of \$100 million investment (2017 estimate)



41  
YEARS OF  
EXPERIENCE



### EDUCATION

Bachelor of Science  
University of Minnesota-Minneapolis



### REGISTRATIONS/CERTIFICATIONS

Project Management Professional  
(PMP), Project Management Institute

Technology of Participation (ToP)  
Facilitation Training, HUE



## KEN HABERMAN

SENIOR ENVIRONMENTAL SCIENTIST | LANDMARK

Ken has over 35 years of experience working in the environmental field. He is a founding member and of Landmark Environmental, LLC (Landmark) and served as President of the firm from its inception in 2000 until September 2015. Ken also was a founding member and served as the Board Chair between 2006 and 2012 for Minnesota Brownfields, a non-profit organization that identifies policies and initiatives that can enhance brownfield programs. Prior to the establishment of Landmark, Ken was a Vice-President at Barr Engineering Company. Prior to that Ken worked for the Minnesota Pollution Control Agency (MPCA) for nearly 16 years. From 1989 to 1996, Ken supervised the MPCA, Voluntary Investigation and Cleanup Program.

Since entering the private sector, Ken has been involved in a variety of projects involving real estate transactions and brownfield redevelopment projects. His main project responsibilities have been to provide technical advice and to develop strategies to obtain the most timely and relevant regulatory approvals. Ken has also been involved in a number of projects that have required in public involvement activities and has served as the principle in charge on a number of successful brownfield grants.

### EXPERIENCE

- Community-wide Brownfield Assessments Grant – City of South St. Paul HRA
- EPA Brownfield Clean-up Grant – Bruce Vento Nature Sanctuary
- EPA Brownfield Clean-up Grant – Little Falls, MN

## DARRYL HEAPS CHMM

LEAD ASBESTOS AND HAZARDOUS MATERIALS INVESTIGATIONS/INSPECTIONS | SEH

Darryl will serve as the lead for asbestos and hazardous materials investigation and inspection projects. He will coordinate work and direct primary and third party efforts to identify, characterize, quantify and dispose of asbestos, hazardous and regulated materials on projects.

Darryl has 34 years of environmental engineering experience on remediation, plans and specifications, solid waste, hazardous waste, fuels systems, sewer and water projects. His experience includes investigation, remediation, design, construction oversight, identification and transport of hazardous materials for private and public industrial solvent release sites, building demolition, municipal solid waste, demolition and ash landfills, vehicle fueling systems installations, aboveground storage tank/underground storage tank sites and wastewater and surface water infrastructure. Management and technical responsibilities have included plans and specifications preparation, bidding services, construction oversight and certification reporting.



35  
YEARS OF  
EXPERIENCE



### EDUCATION

Master of Arts  
Environmental Studies,  
Bemidji State University, Bemidji, MN

Bachelor of Science  
Biology and Earth Science  
University of Minnesota

Fellowship at the University of  
Minnesota, Humphrey Institute of  
Public Affairs



34  
YEARS OF  
EXPERIENCE



### EDUCATION

Bachelor of Science  
Civil Engineering  
University of Minnesota-Minneapolis

**ALLYZ POLACSEK** PWS, CWD  
SENIOR SCIENTIST | SEH

Allyz will act as the liaison between SEH and the 106 Group. She will also be responsible for any wetland and natural resources issues.

Allyz is a professional wetland scientist and Minnesota certified wetland delineator with extensive experience in natural resources. Allyz brings expertise in wetland delineation, permitting and mitigation design; restoration ecology; plant community inventories and rare plant surveys; natural resources management and planning; surface and subsurface water quality monitoring in wetlands and uplands; and natural resources inventories. Allyz has completed hundreds of wetland delineations, Minnesota Routine Assessment Method (MnRAM) functions and values assessments, and permitting projects from multi-faceted corridor studies with hundreds of wetlands to small parcels with a few basins. Her experience in wetland ecology is broadened by having completed numerous projects throughout the US. Allyz has also completed numerous rare plant surveys and habitat assessments throughout the upper Midwest, as well as the front range of the Rocky Mountains and desert southwest. Through this work, she has coordinated her survey results with state and federal agencies to complete impact assessments, permitting and mitigation for legally approved species takings.



23  
YEARS OF  
EXPERIENCE



**EDUCATION**

Master of Science  
Soil Science  
University of Minnesota-Minneapolis

Bachelor of Science  
Biology (Minor: Chemistry)  
University of Minnesota-Duluth

**MATT BOLF** PE  
CIVIL ENGINEER | SEH

Matt will be responsible for overseeing bidding document format and process. He will be the lead engineer on any infrastructure improvements or redesign, if applicable.

Matt is a project manager with extensive civil engineering experience with SEH on site, roadway and utility design projects. Matt has experience in project management, preliminary and final design, cost estimating, detailed plan preparation, permitting, agency coordination, public involvement and construction engineering. He also has experience with surveying, construction staking and construction observation. Matt works closely with government agencies including the cities of Duluth and Superior, MnDOT and MNDNR, along with other city and county clients.



20  
YEARS OF  
EXPERIENCE



**EDUCATION**

Bachelor of Science  
Civil Engineering  
North Dakota State University-Fargo

**MARK SHERRILL**  
GIS SPECIALIST | SEH

Mark's experience centers on his knowledge in data management and GIS systems and applications for complex environmental projects including geophysical tools such as ground penetrating radar. Mark's responsibilities will include managing field data, electronic deliverables, GIS based data management, and reporting deliverables. Mark was recently the GIS specialist during the Phase II ESA on the Duluth TPI project.

In addition to his data management expertise, Mark has a thorough understanding of proper sampling protocol, soil classification, regulatory guidance documents and field equipment. He brings extensive experience to the project, including Phase I and II ESAs, soil boring classification, soil and groundwater sample collection, RAP preparation and construction oversight.



6  
YEARS OF  
EXPERIENCE



**EDUCATION**

Master of Science  
Environmental Science  
Indiana University-Bloomington

Bachelor of Science  
Environmental Geoscience  
Michigan State University – East Lansing

## AARON KUTZ

FIELD LEAD | SEH

Aaron is a field geologist with experience completing geotechnical and investigatory drilling to construction monitoring and oversight. This work includes overseeing and completing field work and reporting associated with Construction Monitoring Reports, Implementation Reports, and large corridor Phase II subsurface investigations. He has a thorough understanding of proper sampling protocol, soil classification, regulatory guidance documents and field equipment. Aaron was recently the field geologist that completed soil logging and sampling during the Phase II ESA on the Duluth TPI project.



5  
YEARS OF  
EXPERIENCE



### EDUCATION

Bachelor of Science  
Geology/GeoScience  
University of Wisconsin-Madison

## WAYNE WAMBOLD PE, PMP

GEOTECHNICAL LEAD | SEH

Wayne is a geotechnical engineer with 27 years of experience. Wayne participates in a wide range of projects that involve subsurface explorations, shallow and deep foundations, groundwater analysis, earth retention, levees, slope stability evaluation and forensic geotechnical evaluations. He has served as project manager and project engineer on a variety of projects for private and public agencies, including MnDOT, MNDNR, Metropolitan Council, WisDOT, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Turn Key Processing Solutions and numerous municipal and county projects across Minnesota, Iowa, and Wisconsin.



27  
YEARS OF  
EXPERIENCE



### EDUCATION

Master of Science  
Civil and Environmental Engineering  
University of Wisconsin-Madison

## JESSICA FITZPATRICK

SENIOR ENVIRONMENTAL SCIENTIST | LANDMARK

Jessica has 23 years of experience working in the environmental field in the areas of property assessment, investigation and remediation. Jessica is also a founding member of Landmark, where she supervises a team of scientists and engineers who conduct ASTM Phase I ESAs performed in accordance with ASTM-E-1527-13 standard, US EPA All Appropriate Inquiry requirements, and MPCA guidelines. She furthers the project by drafting work plans and overseeing investigations to determine the magnitude and extent of soil and groundwater contamination on brownfield properties and civil construction projects. She also prepares response action plans and manages construction oversight. Jessica coordinates with the MPCA Voluntary Brownfields and Petroleum Remediation Programs and assists clients in obtaining necessary liability protection and assurances.



23  
YEARS OF  
EXPERIENCE



### EDUCATION

Bachelor of Arts  
Environmental Studies  
University of St. Thomas – St. Paul

## CAROLINE ELLING

ENVIRONMENTAL SCIENTIST | LANDMARK

Caroline is an environmental scientist who has worked in the environmental field since 2012. She has had experience in conducting Phase I and Phase II ESAs and providing brownfield grant administration assistance for environmental cleanup and investigation projects. Her duties as an environmental scientist have also included providing assistance in the preparation of US EPA approved QAPP, including those for federal Superfund sites.



7  
YEARS OF  
EXPERIENCE



### EDUCATION

Bachelor of Science  
Environmental Science, Policy, and  
Management  
University of Minnesota College  
of Food, Agriculture, and Natural  
Resource Sciences

## GRANT PAUL

QUALITY MANAGER | LANDMARK

Grant has worked in the environmental industry since 1983, and currently works for Landmark on an as needed basis, primarily performing data validation on analytical data packages. Grant has worked most of his career as a Quality Specialist in both the public sector (MPCA, Quality Systems Manager and the Minnesota Department of Health, Laboratory Unit Supervisor) and the private sector (Ecolab, GLP Chemistry Study Director, Braun Intertec, Technical Director, and Barr Engineering Company, Quality Specialist) including the following:

While at the MPCA, Grant was responsible for Quality Assurance for the Superfund Program, the Resource Conservation and Recovery Act Program and the Voluntary Investigation and Cleanup Program. Grant was also responsible to prepare the readiness plan for the MPCA's Quality Management Plan compliance audit, which was conducted by the U.S. Environmental Protection Agency. During Grants career, he has prepared and reviewed dozens of Quality Assurance Project Plans.



37  
YEARS OF  
EXPERIENCE



### EDUCATION

Bachelor of Science  
Environmental Science  
University of Minnesota  
  
Master of Science  
Environmental Health  
University of Minnesota

## JENNIFER BRING

CULTURAL RESOURCE MANAGER | 106 GROUP

Jennifer is a senior project manager with extensive expertise in cultural resources management (CRM) and environmental documentation. Her multidisciplinary background in archaeology, architectural history, planning, and business management informs her detailed understanding of National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) Section 106/Section 110 processes, as well as state-level compliance issues. Jennifer's nationwide project management and consultation experience allows her to navigate challenges to successfully lead complex projects to completion.



19  
YEARS OF  
EXPERIENCE



### EDUCATION

Bachelor of Arts  
Anthropology, Archaeology Emphasis  
Minnesota State University Moorhead  
  
NEPA Compliance & Cultural  
Resources  
National Preservation Institute



**FEE**

**SCHEDULE**

EXHIBIT B



# Fee Schedule



## SEH HOURLY BILLABLE RATES – 2020

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE <sup>(1)</sup>
Principal	\$165.00 - \$265.00
Project Manager	\$140.00 - \$235.00
Senior Project Specialist	\$135.00 - \$215.00
Project Specialist	\$100.00 - \$175.00
Senior Professional Engineer I	\$115.00 - \$175.00
Senior Professional Engineer I	\$140.00 - \$220.00
Professional Engineer	\$105.00 - \$165.00
Graduate Engineer	\$85.00 - \$125.00
Senior Architect	\$120.00 - \$210.00
Architect	\$100.00 - \$150.00
Graduate Architect	\$85.00 - \$110.00
Senior Landscape Architect	\$115.00 - \$170.00
Landscape Architect	\$95.00 - \$120.00
Graduate Landscape Architect	\$85.00 - \$100.00
Senior Scientist	\$130.00 - \$170.00
Scientist	\$90.00 - \$130.00
Graduate Scientist	\$80.00 - \$100.00
Senior Planner	\$130.00 - \$205.00
Planner	\$95.00 - \$140.00
Graduate Planner	\$80.00 - \$105.00
Senior GIS Analyst	\$105.00 - \$170.00
GIS Analyst	\$90.00 - \$120.00
Project Design Leader	\$120.00 - \$180.00
Lead Technician	\$105.00 - \$165.00
Senior Technician	\$85.00 - \$135.00
Technician	\$65.00 - \$110.00
Graphic Designer	\$90.00 - \$140.00
Administrative Professional	\$55.00 - \$125.00

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project. The rates shown are subject to change.

Effective: January 1, 2020  
 Expires: December 31, 2020



## HOURLY BILLABLE RATES – 2020

NAME	BILLABLE RATE
Heidi Timm-Bijold, Owner	\$125.00

### OUT OF POCKET EXPENSES

- Meals .....at cost
- Supplies.....at cost
- Out of Town Travel.....IRS Rate

\* No local mileage will be charged



**Fee Schedule**

Ken Haberman .....\$165/hr

Jessica Fitzpatrick.....\$150/hr

Caroline Elling .....\$115/hr

Grant Paul.....\$130/hr

**Expense Schedule**

Materials, Supplies, Telephone,  
Shipping, Printing, Postage, Rental .....At Cost

Mileage.....IRS Rate





## 2020 Rates

### Hourly Rate Schedule

<b>Category</b>	<b>Full Rate</b>
Professional 10	\$223.00
Professional 9	\$208.00
Professional 8	\$188.00
Professional 7	\$168.00
Professional 6	\$153.00
Professional 5	\$128.00
Professional 4	\$110.00
Professional 3	\$88.00
Professional 2	\$73.00
Professional 1	\$61.00
Tech 3	\$55.00
Tech 2	\$49.00
Tech 1	\$44.00



**EXPERTISE IN**  
**SKILL AREAS**



# Expertise in Skill Areas

## ENVIRONMENTAL SUBMISSION SCOPE

SEH is proficient in the areas of environmental assessment, investigation, remediation, asbestos and hazardous materials. We routinely work on private and public environmental investigation and cleanup projects in the Duluth area. We are deeply familiar with the nuances of regulatory requirements and permits involved in successfully managing, designing, funding, constructing and permitting projects. SEH stresses a technically sound project approach and frequent communication to minimize any barriers to successful completion of site redevelopment.

The following pages describe our general experience with, and evidence of, our ability to provide each of the services identified in the RFQ.

### MPCA and EPA Brownfield Programs

The SEH team has a strong working relationships with the U. S. Environmental Protection Agency (EPA) and the Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Cleanup (VIC), Petroleum Brownfields (PB) and Superfund staff, and we are well-respected by all three regulatory programs for the quality and consistency of our work products. Our team's regulatory relationships and experience will benefit the City of Duluth by ensuring timely receipt of regulatory approvals and assurances as design and construction continue.

Heidi Timm-Bijold has a very strong relationship with the Region 8 EPA staff which can be invaluable in navigating these brownfield projects. Heidi also has a the historical knowledge of the Duluth Brownfield program and how it has interacted with the EPA.

SEH is up to date on new guidance documents and standards of practice developed by the MPCA and can anticipate MPCA perspectives on site redevelopment.



### EVIDENCE

**Highway 7 and Louisiana Avenue, Reilly Tar Superfund Site** – On this complicated regulatory project, SEH worked with the MPCA VIC, PB, and MPCA Superfund staff as well as the United States Environmental Protection Agency (US EPA) project manager for the Superfund site. SEH

coordinated and streamlined efforts from the programs by initiating a multi-program meeting with all interested parties. Redevelopment activities required coordination with the on-going groundwater treatment under the Superfund program. All programs approved the Response Action Plan. Landmark and HTB Project Navigation also have extensive experience and excellent relationships with EPA and MPCA.

### Phase I Environmental Site Assessments (ESA)

SEH understands that a Phase I ESA is the foundation of proper environmental due diligence. Not only does a Phase I ESA fulfill the requirements for liability assurance as an innocent land owner but also provides crucial information for preparing a site for redevelopment. We understand that an incomplete or poorly investigated Phase I ESA can negatively impact the project's design and construction, including building design, construction delays or stoppages, costly contractor down-time, regulatory delays and additional environmental cleanup. In order to create a robust and effective Phase I ESA, SEH utilizes a strong base framework of organized information, layered with a detailed review founded in environmental expertise and proper due diligence.



### EVIDENCE

SEH has performed hundreds of Phase I ESAs over the past five years including small single parcels, 400+ acre sites and corridor projects with hundreds of parcels. SEH recently completed a Phase I ESA for the largest planned infrastructure project in Minnesota – the Southwest Light Rail Transit Green Line Extension.

### Quality Assurance Project Plan (QAPPs)

SEH is fully prepared to begin preparation of project-specific QAPPs, having prepared and submitted them to the US EPA for previous projects, including the New Brighton Southwest Quadrant and the Ramsey County Emergency Training Facility located at the former Twin Cities Army Ammunitions Plant (TCAAP) and for the Northwest Indiana Regional Development Authority for three sites in Hammond Indiana. SEH also recently submitted a QA letter to the EPA for the City of Duluth's Area-wide Planning Grant (USEPA Cooperative Agreement

#TR-OOE01495). SEH worked with Jan Pels, EPA QA Reviewer for all three of the Minnesota projects.

An EPA Sampling and Analysis Plan was prepared for the proposed Viking Stadium Site at Twin Cities Army Ammunition Plant (TCAAP).



## EVIDENCE

- Ramsey County Emergency Training Facility – TCAAP
- New Brighton SW Quadrant
- Northwest Indiana Regional Development Authority
- Duluth Area-Wide Brownfield Assessment West Port Area Neighborhoods
- Landmark has prepared QAPPs on behalf of South St. Paul HRA, City of St. Paul, Kurt Manufacturing and City of Little Falls

## Phase II Environmental Site Assessments

Like the Phase I ESA, a complete and strategic Phase II ESA is critical to the proper characterization of a site for redevelopment. It is essential the Phase II ESA be completed with the future redevelopment and suspect site conditions in mind. SEH will approach the Phase II ESA strategy by first recognizing the City's overall project plan. SEH's experienced field staff will understand the intent of the investigation to provide a strategic field investigation. Our standard procedures for field investigation and reporting will ensure an accurate and complete investigation finished with thoughtful and reasonable interpretations that will support Response Actions planned.



## EVIDENCE

**Twin Ports Interchange Phase I and II ESAs** – The Phase I ESA included a comprehensive description of the hundreds of parcels within the project boundaries. Much of the area has been industrially developed for over 100 years. SEH identified 87 sites with high risk for contamination. The Phase II ESA work is currently underway including over 450 borings. The Phase II results are being used to determine the types and extent of contaminated soil, groundwater and waste. Sites in this project have been occupied by rail yards, lumber mills, and grain elevators. One site is an active Superfund site (BNSF Glacier Park Roundhouse and Rail Yard).

## Hazardous Building Surveys

SEH completes asbestos and hazardous material assessments and oversight on a variety of projects. Surveys and abatement sites include residential and industrial facilities, bridges, and buried waste containing

asbestos and hazardous materials. The diversity in our background prepares us for the variety of surveys and removals. SEH field staff include Minnesota Department of Health Site Inspectors and Site Supervisors. Our experience with hazardous waste investigations, reports and inspections includes sampling, characterizing, quantifying, treatment and evaluating disposal options including on-site stabilization or treatment prior to hauling.



## EVIDENCE

**Mayo Clinic Hazardous Materials Survey and Demolition Specifications** – SEH completed an inventory of hazardous and/or regulated items for disposal services prior to demolition of a Mayo Clinic Health System facility. SEH worked with the MPCA to obtain variances regarding mercury wastes and the boiler system. SEH provided monitoring and documentation during demolition of the facility.

## Response Action Plans

SEH combines our expertise in MPCA Brownfield guidance, coordinating environmental and engineering design efforts, geotechnical site requirements, and construction to prepare Response Action Plans. We work closely with the project team to optimize how the environmental conditions impact the overall project.

We will work with the City of Duluth staff to coordinate scheduling, construction and clean up to be as efficient as possible. Draft RAPs will be sent to the City staff for review, comment and approval. RAPs will include descriptions of environmental oversight, estimates of quantities, soil and groundwater management plans, and, if applicable, air monitoring. A Construction Contingency Plan will also be prepared.



## EVIDENCE

**Metro-Transit Cold Storage Facility** – SEH worked with the site civil engineers and architects to address environmental risks with site redevelopment. SEH completed a RAP/CCP including proper soil handling procedures, asbestos oversight, and soil vapor intrusion evaluation. The RAP/CCP was approved by the MPCA with no comments.

## Bid Specifications

SEH routinely provides coordinated environmental and engineering design efforts. We understand how these two elements converge and how they might impact and complement what is needed to complete environmental tasks as well as design and construction. Our experts understand how the environmental bid specifications fit into the overall bid package, including but not limited

to, earthwork balances, staging and scheduling, and engineering controls. Matt Bolf, PE, in our Duluth office will coordinate this aspect of all projects.



## EVIDENCE

**Saint Paul Police Training Facility, St. Paul Port Authority (SPPA)** – SEH worked with the SPPA, site civil engineers, geotechnical engineers and architects to prepare bid specifications for the redevelopment of the 600 Lafayette site. Response Actions included excavation and stabilization of hazardous lead impacted soil as well as hotspot excavation and disposal. SEH worked with the project team including the geotechnical and structural engineers to address urban fill material on the site and optimal site development to minimize the urban fill disposed of at a landfill.

## Response Action Oversight

SEH is staffed with environmental scientists experienced with oversight of response actions on a variety of projects. We ensure that field scientists have a clear understanding of the response actions and how they relate to the construction manual. During oversight activities we believe that clear communication is essential between project owners, field scientists, and contractors to address progress and potential issues as they arise. We also understand the importance of thorough and organized documentation of construction activities related to response actions.



## EVIDENCE

**Bruce Vento Nordic Sanctuary** – Landmark was hired by the City of St. Paul to oversee the clean up activities on the Sanctuary, which previously supported a railyard and petroleum storage. The clean up was conducted under an MPCA approved RAP and EPA approved QA Plan, and Sampling and Analysis Plan Response actions included excavation and disposal of contaminated soil during wetland restoration and trail construction. A total of 8,742 tons of contaminated soil was removed and almost 7,350 tons of soil was reused on the site.

**Saint Anthony Falls Bridge** – SEH provided MnDOT with full-service environmental support in the wake of the I-35W Bridge collapse. SEH was on two-hour notice 24/7/365 throughout the project and met the constantly changing needs and priorities required for this extremely fast track Response Action Oversight project. SEH consistently provided environmental staff and technical services to successfully advance the construction of the bridge, while maintaining a positive relationship with the MPCA's VIC, PB, Superfund, Tank, Asbestos, and NPDES Programs.

## Cultural Resources

SEH partners with the 106 Group, a women-owned business, whose staff includes cultural resources specialists, planners, interpreters, and designers. For more than 25 years they have helped to uncover the potential cultural, historical and environmental impacts of development projects. In addition to state preservation laws, their expertise in legal process covers the National Historic Preservation Act (Sections 106 and 110), National Environmental Policy Act, and Section 4(f) of the Department of Transportation Act, as well as applicable state environmental and cultural resources laws. They also have a strong background in community engagement and tribal consultation. Their staff has expertise in tribal and cultural relations, process design and facilitation, public involvement, and conflict resolution. Allyz Kramer from our Duluth office will act as a liaison to the 106 Group.



## EVIDENCE

The 106 Group has completed more than 1,000 archaeological, cultural, and architectural history projects for federal, state, local, and tribal governments, and assisted in preparing environmental documents in support of a wide range of projects. They have evaluated thousands of properties for potential historical significance in accordance with the SHPO Guidelines for History/Architecture Projects in Minnesota for the Minnesota Historic Preservation Office (MnHPO). Their staff has conducted extensive consultation with SHPO and has a high rate of concurrence from SHPO on cultural resources recommendations.

## Interaction with Developers

SEH has a full staff of planners and engineers that work with developers and on redevelopment projects daily. We understand that the goal of a brownfield project is not just to clean up and restore properties but to create new opportunities for development, jobs, greenspace, sustainable land use, and to revitalize neighborhoods, industrial parks and more. Partnering with other stakeholders including developers, land owners, Economic Development Authorities, Port Authorities, and neighborhood groups are vital in a successful project.



## EVIDENCE

**Granite Equity Partners, LLC** – SEH has been the Environmental Consultant of choice for Granite Equity Partners for the past nine years in performing their due diligence and environmental compliance prior to purchasing, developing and growing businesses. SEH works with the site's existing owners, future owners, legal representatives, investors, etc.

## Interaction with Public

On almost all redevelopment projects, the public and neighborhood groups are important stakeholders, keeping them informed can help a project move along with excitement and cooperation. Our experience ranges from public meetings, presentations at Council meetings to phone calls and mailings.

The 106 Group has extensive public involvement experience and will also be a valuable resource available to the City of Duluth.



### EVIDENCE

**City of St. Paul Smoke Testing** – SEH utilized a multitude of tools for public communication and involvement on this project. Tools included; public education meetings, project websites, social media, CodeRed (City and County systems), door hangers, mailings, and on-site visits with property owners.

SEH was also involved in public interaction on the **Southwest LRT** project, a high profile and sometimes controversial project, by working on a daily basis with the Community Outreach Coordinators, providing two week look ahead updates on pending fieldwork, notifying property owners of upcoming work on or near their property, and daily updates to the client's project office.

## Geotechnical Engineering

Working across a spectrum of project types – from large earthen dams to building development projects – our geotechnical engineers examine the materials and conditions of your site, detecting any issues of site materials in order to make sure structures and facilities perform safely and successfully. We provide a quality comprehensive package of services, delivered on a timely basis. SEH has a full staff of geotechnical engineers available if needed.



### EVIDENCE

**Highway 7 and Louisiana Avenue, Reilly Tar Superfund Site** – This project was complicated with deep organic soils, high water table, and extensive contamination from the Reilly Tar Superfund site. SEH Phase II ESA and environmental recommendations were used to evaluate design feasibility. SEH geotechnical engineers designed pile supported embankment to avoid excessive excavation of contaminated organic soils and dewatering. Lightweight fill material for force main replacement was selected for compatibility with contamination.

## Landmark US EPA Funded Brownfield Projects:

- **EPA Community-Wide Brownfield Assessment Grants – City of South St. Paul Housing and Redevelopment Authority (HRA):** \$200,000 Hazardous Substances Grant and \$100,000 Petroleum Grant (2010-2013).
- **EPA Community-Wide Brownfield Revolving Loan Fund (RLF) Grant – Community Development of Morrison County:** \$200,000.
- **EPA Targeted Brownfield Assessment (TBA) Fund – City of Inver Grove Heights:** \$80,000 (Completed Application/Work Plan). Highway 52, Former St. Paul Rod & Gun Club.
- **EPA Brownfield Cleanup Grant – City of St. Paul:** \$200,000 Hazardous Substances Grant. Commercial and East 4th Street, Bruce Vento Interpretive Center.
- **EPA Community-Wide Brownfield RLF Grant – City of South St. Paul HRA:** \$1,000,000.
- **EPA Brownfield Cleanup Grant – City of South St. Paul HRA:** \$200,000 Hazardous Substances Grant. 455 Hardman Avenue, Former Van Hoven Auxiliary Property.
- **EPA Community-Wide Brownfield Assessment Grants – City of South St. Paul HRA:** \$200,000 Hazardous Substances Grant and \$200,000 Petroleum Grant.
- **EPA Brownfield Cleanup Grant – City of St. Paul:** \$200,000 Hazardous Substances Grant and \$200,000 Petroleum Grant. Bruce Vento Nature Sanctuary.
- **EPA Brownfield RLF Grant – City of Rochester:** \$200,000. 221 First Avenue SW, Minnesota BioBusiness Center.
- **EPA Brownfield Cleanup Grant – City of South St. Paul HRA:** \$200,000 Hazardous Substances Grant. 320 Hardman Avenue, Former Lenertz Tank Farm.
- **EPA Community-Wide Brownfield Assessment Grants – City of Moorhead:** \$200,000 Hazardous Substances Grant and \$200,000 Petroleum Grant (Completed Phase I ESAs).
- **EPA Brownfield Cleanup Grant – City of Little Falls:** \$200,000 Hazardous Substances Grant, \$200,000 Petroleum Grant and \$200,000 RLF Grant. Former Hennepin Paper Company/Mill Park.

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