

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

13-0076R

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BAY WEST INC. FOR PROFESSIONAL CONSULTING SERVICES TO PERFORM AN INVENTORY ENVIRONMENTAL ASSESSMENT PROJECT IN THREE DISCRETE AREAS ALONG THE ST. LOUIS RIVER CORRIDOR IN AN AMOUNT NOT TO EXCEED \$79,000

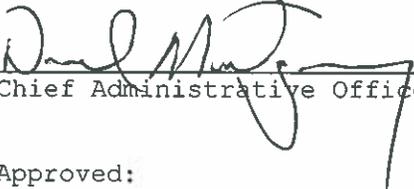
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a professional services agreement with Bay West Inc., substantially in the form of that on file in the office of the city clerk as Public Document No. _____, for professional consulting services to perform an inventory environmental assessment project in three discrete areas along the St. Louis River corridor in an amount not to exceed \$79,000, payable from Fund 255 (economic development).

Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

BD HTB:bel 02/01/2013

STATEMENT OF PURPOSE: This resolution authorizes a professional services agreement (agreement) with Bay West Inc. (Bay West) for professional consulting services to perform an inventory environmental assessment project in three discrete areas along the St. Louis River corridor in an amount not to exceed \$79,000. The project is 100% funded under the City's 2010 EPA Brownfield Petroleum Assessment Grant, and this project's scope of work is a component of the grant's approved work plan. That work plan also required the

City to procure environmental consultants to perform this type of EPA-funded work; three firms were selected under the supervision of the City's Purchasing Agent, one of which is Bay West. Three study areas have been defined within the river's corridor; one in Gary New Duluth, one in the Grand Avenue/West Superior Street area and one in the Western Port Area Neighborhood. It should be noted that all three study areas are called out in the Comprehensive Plan as needing additional land use review. This inventory project will provide the economic development community with baseline data for environmental and other factors that impede redevelopment; access to such data will inform staff and developers of potential redevelopment site opportunities and how to prioritize sustainable redevelopment within the study areas.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
BAY WEST INC.
AND
CITY OF DULUTH**

THIS 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, hereinafter referred to as City, and BAY WEST INC. located at 5 Empire Drive, St Paul, MN 55103 a corporation under the laws of Minnesota, hereinafter referred to as Consultant, for the purpose of rendering services to the City.

WHEREAS, the City is in need of assistance with an inventory environmental assessment project in the in various areas of the City in and along the St. Louis River Corridor (the "Project"); and

WHEREAS, Consultant is an expert in environmental services including but not limited to site investigations, groundwater and soil remediation; and

WHEREAS, the City desires to utilize Consultants professional services for the Project; and

WHEREAS, Consultant has represented that it is qualified and willing to perform services required by the City.

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

1. Services to be Performed.

Consultant will provide the services identified in its proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference. Consultant agrees that it will provide its services in cooperation with the City's Manager of Business Resources (the "Manager"). In the event of any conflict between the terms of the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

2. Fees.

In consideration of the provision of the services referenced in paragraph 1, above, in an acceptable manner, the City hereby agrees to reimburse Consultant

for said services, up to a maximum amount of Seventy-Nine Thousand and 00/100th dollars (\$79,000), payable from Fund 255 (Economic Development). All bills for services rendered shall be submitted monthly to the Manager and shall be accompanied by such documentation as the City shall reasonably request. Upon receipt of said request and the appropriate documentation, the City shall reimburse Consultant up to the amount set forth above.

3. General Terms and Conditions.

- a. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement including contract price shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.
- b. 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 Manager.
- c. Data and Confidentiality, Records and Inspection.
 - i. 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.
 - ii. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and shall not be released by Consultant without prior authorization from the City.
 - iii. 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. 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 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.

- iv. 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.
- v. 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.
- vi. 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.
- vii. Consultant shall ensure that at any time during normal business hours, with 5 business days notice 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 shall 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.

d. Standard of Performance.

Consultant agrees that all services to be provided to the City pursuant to this Agreement shall be performed in a competent manner with the degree of skill and care which is in accordance with the then current generally accepted standards of the profession for the provision of services of this type.

e. Contract Period.

i. Consultant shall commence performance of this Agreement upon the Effective Date and performance shall be completed by September 30, 2013 unless terminated earlier as provided for herein.

ii. The City may, by giving written notice, specifying the termination date, 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 with respect to the services of Consultant which gave rise to such breach.

f. Independent Contractor.

i. 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, Workers Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. 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.

- ii. 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.
- iii. Contractor expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

g. Indemnity.

Consultant shall defend, save harmless, and indemnify the City of Duluth, its agents, and employees from and against any and all claims, demands, suits judgments, loss, costs and damages asserted by any person or persons, including agents or employees of the City or of Consultant, by reason of death or injury to person or persons or the loss of or damage to property of whatsoever nature or kind arising out of, or as a result of, the performance of the work by the Consultant, its employees, agents, or subcontractors. Upon ten (10) days written notice from the City, Consultant shall appear and defend all lawsuits against the City growing out of such injuries or damages.

h. Insurance.

- i. Consultant shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.
- (1) Workers compensation insurance in accordance with the laws of the State of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) 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, 30 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.
 - (4) **City of Duluth shall be named as Additional Insured** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy,

naming himself and City of Duluth. Consultant shall also provide evidence of Statutory Minnesota Workers Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. 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.

- (5) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
 - (6) **The use of an Accord form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.**
- ii. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Consultant, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Consultant, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
 - iii. Certificates showing that Consultant is carrying the above described insurance in the specified amounts shall be furnished to the City prior

to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

i. Notices

Notice to the City or Consultant provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City

City of Duluth
Room 402 City Hall
411 W. 1st Street
Duluth, MN 55802
Attn: Business Resource Manager

Consultant

Bay West Inc.
5 Empire Drive
St. Paul, MN 55103
Attn: Bryan Murdock, Environmental &
Industrial Manager

j. 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.

k. 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.

l. 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. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.

m. 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.

n. 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.

o. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized.

CITY OF DULUTH

BAY WEST INC.

By: _____
Mayor

By: _____
Its: Contracts Manager _____

ATTEST:

City Clerk
Date: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

EXHIBIT A

Bay West's Proposal dated January 8, 2013

January 8, 2013

Heidi Timm-Bijold
Manager, Business Resources
City of Duluth
402 City Hall
411 West First Street
Duluth, MN 55802

**RE: Proposal for an Area Wide Limited Inventory Environmental Site Assessments Project
Three Select Areas, Duluth, MN
Bay West Proposal No. P120687**

Ms. Timm-Bijold:

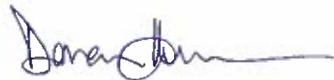
Bay West, Inc. is pleased to the following scope of work and cost estimate for performing an Area Wide Limited Inventory Environmental Site Assessments Project. Bay West will assess one select area within Gary-New Duluth and two areas in West Duluth that border the St. Louis River waterway.

We look forward to working with you on this project and can be reached at any time for questions or comments.

Sincerely,
Bay West, Inc.



Bryan Murdock
Environmental and Industrial Services Manager
651-248-4291
bryanm@baywest.com



Donovan Hannu, PE
Senior Engineer
651-707-3682
dhannu@baywest.com

Enclosure: **AREA WIDE LIMITED INVENTORY ENVIRONMENTAL SITE ASSESSMENTS PROPOSAL**

AREA WIDE LIMITED INVENTORY ENVIRONMENTAL SITE ASSESSMENTS PROPOSAL

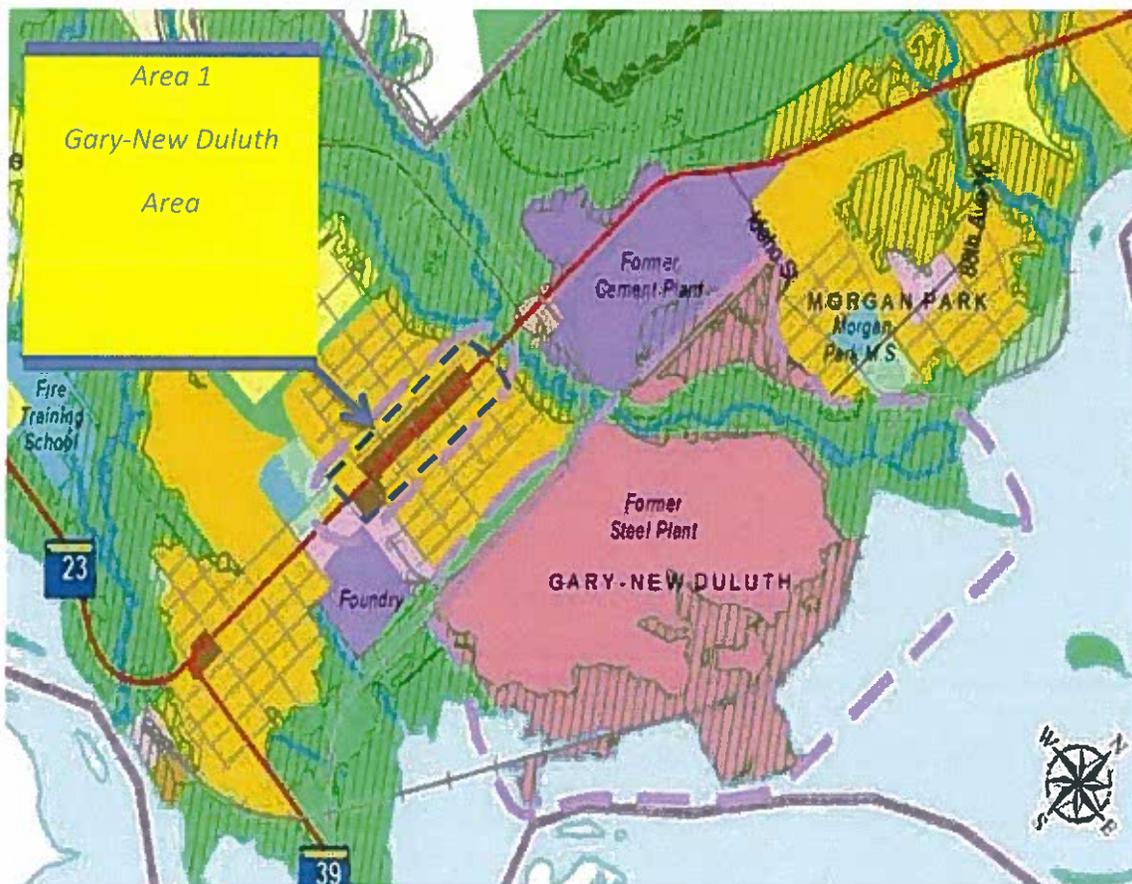
Bay West, through discussions with the City of Duluth, has prepared the following scope of work for identifying properties along the St. Louis River Corridor that have development challenges. The results of this inventory will provide the development community a great baseline of environmental and development information that will speed real estate transfer and development decisions.

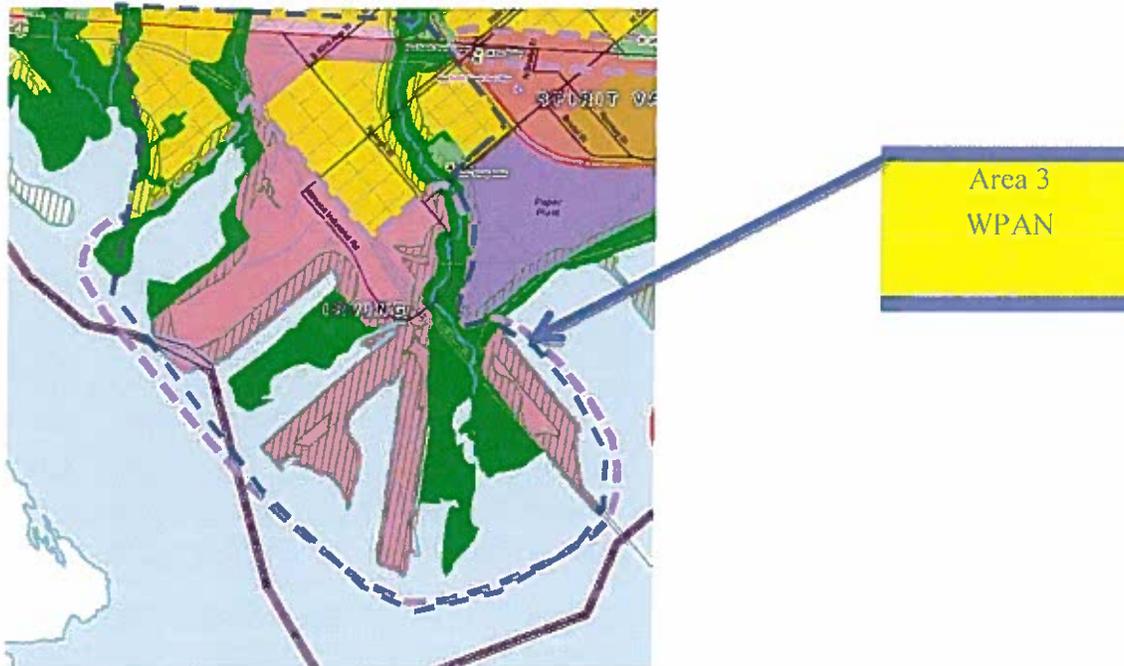
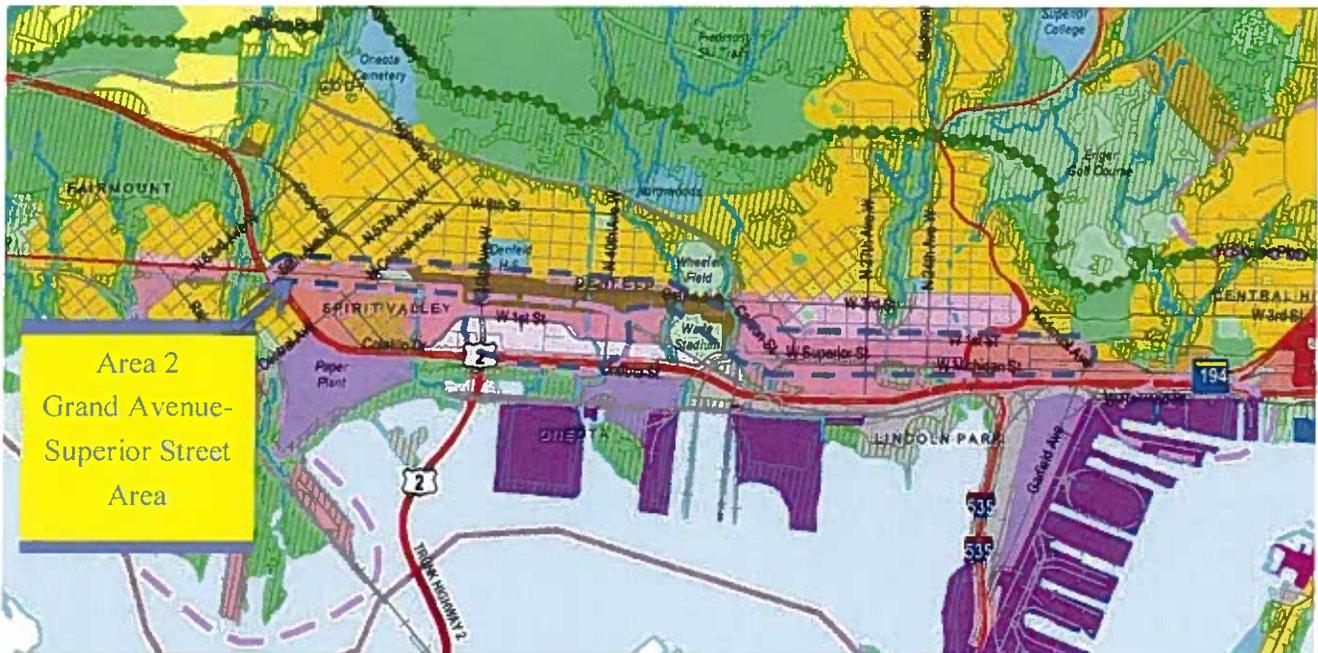
SCOPE OF SERVICES

Bay West provides the following scope of work for three Limited Inventories along three Study Areas: the Gary-New Duluth Area, the Grand Avenue/Superior Street Area and the Western Port Area Neighborhoods ("WPAN"), which are geographically situated as indicated on the three maps that follow.



Example Property with Development Challenges





The City of Duluth planning efforts have designated future study areas, denoted by the dashed lines on the above maps. A total of 13 future study areas (not all shown above) have been designated throughout the City. The three Study Areas denoted above include five of those future study areas.

The Study Areas are recognized by the City of Duluth as areas that need additional review due to their potential for revitalization and reuse. The exact boundaries of each Study Areas will be refined with help from the City of Duluth staff and its EPA-based technical advisory committee prior to beginning the project.

For each study area, the following scope of work will be performed.

- Identify information regarding the Study Areas within the City of Duluth files, including current and historic aerial photographs, GIS data and other mapping information, property information available in computer files, and verbal information from long-term City of Duluth staff familiar with the project areas. Bay West understands City of Duluth will provide GIS maps and information of the Study Areas.
- Meet with City of Duluth's Project Manager and other City staff, as necessary, to discuss the information available and further outline/define the study area boundaries. We assume up to two meetings will be required.
- Review historical sources, such as aerial photographs, fire insurance maps, city directories and county files, and/or historic maps, as necessary, to research past uses and activities at the Study Areas. The aerial photographs, city directories, and historic maps will be collected by Bay West or by a local search firm.
- Review public information from the U.S. Environmental Protection Agency (EPA), Minnesota Pollution Control Agency (MPCA), and/or other state and local agencies to research the existence of permits, notices of violation, or other regulatory activities on and adjacent to the Study Areas. Specific information will include MPCA leaks and spills, leaking underground storage tank (LUST) sites, underground storage tank (UST) sites, aboveground storage tank (AST) sites, Voluntary Investigation and Cleanup (VIC) sites, Department of Agriculture VIC sites, Resource Conservation and Recovery Act (RCRA) sites, Minnesota Environmental Response and Liability Act (MERLA) sites, and US Environmental Protection Agency (EPA) Superfund sites.
- If documented contaminated sites are identified from the regulatory review for which there exists an MPCA project file, Bay West will inform the City of Duluth Project Manager. Once the regulatory information has been reviewed, Bay West and the City of Duluth Project Manager will confirm the number of MPCA files that should be reviewed to obtain more information about the magnitude and extent of contamination and the regulatory status of each site.
- Determine the locations/boundaries of any Wellhead Protection Area(s) that may exist within the project area.
- Notify the City of Duluth Project Manager at least two days prior to beginning any Inventory field work. Once field work begins and until it is completed, we will provide daily updates on field work status.
- Conduct a drive-by property reconnaissance of the Study Areas to document the present use and condition of the area. Document visual indications of aboveground and underground storage tanks, active or inactive wells, pits, ponds, lagoons, hazardous chemicals and petroleum use, indications of chemical or petroleum releases, and solid waste management practices and other non-remediation Brownfield indicators including inefficient economic use of urban land; contribution to community decline, slum and blight; presentation of a potential hazard to public health. If necessary, Bay West will conduct walk-by reconnaissance of facilities deemed to be of high potential, or as instructed by City of Duluth's project manager, and may conduct specific on-site reviews of publicly accessible properties, when feasible.
- Review the geologic, hydrogeologic, and topographic conditions in the area encompassing the Study Areas, to the extent this information is published in reasonably available documents. Obtain records of active and inactive wells on the Study Areas, if publicly available.

- Conduct interviews with persons knowledgeable regarding the Study Areas. Interviews shall include, but will not be limited to, City and County staff, and neighbors/tenants/owners of properties on the Study Areas.
- As a trial, Properties identified as having notable development challenges will be classified as to their land use using the Land Based Classification Standards (LBCS) model. A summary fact sheet of this model is attached. This model extends the notion of classifying land uses by refining traditional categories into multiple dimensions, such as activities, functions, building types, site development character, and ownership constraints. Each dimension has its own set of categories and subcategories. These multiple dimensions allow users to have precise control over land-use classifications.
- The underlying principle of the LBCS model is its flexibility. It addresses flexibility in adapting the model to a variety of planning applications, data collection methods, data-sharing and data-integrating methods, and color coding and mapping. The flexibility also makes it possible to assign new categories for new land uses, to accommodate new methods and technologies for analysis, and to customize the model for local needs without losing the ability to share data.
- For this project, Bay West, in cooperation with City Staff and other interested parties, will create new classifications under the Site Development Character section so that sites with Development Challenges can be so noted in the land use classification database. Development challenges could be defined as environmental conditions or Brownfields, geotechnical complexities, historic district or property mitigations, etc. Adding a sub classification of "Development Challenge" or a similar name to the developed land sections 2000, 3000, 4000, 5000, 6000, and 7000 of the Site Development Character category(as noted in the attached Land-Based Classification Standards fact sheet) will further define each of the those previously established categories. Under the sub-classification Development Challenge, we will add additional classifications/attributes that qualify the type and quantify the degree or complexity of the Development Challenge.
- Prepare a draft written report presenting the findings of the Inventory. The report will include tables that depict each property's findings, development challenges and the reasoning behind the noted development challenges, summary of information reviewed for each facility, a summary of the project preparation and data collection activities, copies of photographs taken during the Property reconnaissance, and copies of the data received from file reviews at the city, county, and MPCA. Figures will denote the properties with development challenges and an inset index map of the Study Areas.
- As part of the report, Bay West will prepare a summary cut-sheet for each property with a notable Development Challenge. The cut-sheet will range from two to four pages, depending upon the amount of information that needs to be summarized. Each cut-sheet will describe the property, provide the land use classifications, describe the development challenge, and offer some considerations for mitigating or further assessing the development challenge. Cut-sheets will not be prepared for the properties that do not have notable redevelopment challenges; however, details of those properties will be captured in tables. These cut-sheets will be used by the City of Duluth and developers as a tool to facilitate development opportunities.
- Submit three bound copies of the final Inventory Report, along with CDs containing electronic copies, to the City of Duluth Project Manager within two weeks of receiving comments on the draft report.

FEE ESTIMATE

Bay West will perform the above scope of work in accordance with industry standards for area wide assessments of this type. In general, the inventory scope of work includes literature searches, drive by assessment activities and reporting. The level of effort for these types of projects is directly related to the number of properties in the inventory area, the amount of historical information that is available for review, and the age and land use of developed properties in the inventory areas. The proposed inventory areas have been developed for many years and have had significant industrial and commercial use histories. The following costs are based on the significant amount of historical information likely available for these sites.

Bay West proposes to perform these services for the following fee amount. Billings will occur on a time and materials basis with a not to exceed without prior approval amount of \$79,000.00.

Superior Grand	\$28,000.00
Gary-New Duluth	\$20,000.00
Western Port	\$31,000.00
Total Fee	\$79,000.00

THIRD PARTY RELIANCE

Bay West understands that the information contained in our final report will be relied upon by the City of Duluth. Individuals or other entities other than the City of Duluth may review this information but will not be able to rely upon this information without Bay West's written authorization.

AUTHORIZATION

We understand the City of Duluth will acknowledge their acceptance by drafting a contract for this work.

Site Name: **Duluth - XWPN**
 Site Location: **Duluth, Minnesota**
 Client Project Reference:
 Bay West Proposal # **P120687**

Bay West, Inc.
Work Plan / Cost Proposal Spreadsheet

TASK	Unit Rate	Frequency	Hours										Other Expenses		Contractors		Total Value (\$)	Time Total (hours)	Comments		
			Senior Technical/Project Manager	Project Manager	Staff Professional III	Staff Professional II	Staff Professional I	Field Technician III	Field Technician II	CADD/IGS Specialist	Office Support	Owned Equipment and Inventory (\$)	Travel (\$)	Sub-Contractors (\$)							
Task 1 - Inventory (Labor)																					
L			12.00	2.00	4.00	4.00						8.00	8.00						\$ 3,270.00	36.00	2 City of Duluth Meeting, 2 Regulatory/MPCA meetings, Routine Updates to Ross and Itald
			2.00	4.00		40.00	40.00												\$ 6,710.00	86.00	
						40.00													\$ 3,900.00	40.00	Average .5 hours per File Review
			8.00	8.00		40.00	80.00					40.00	10.00						\$ 13,120.00	182.00	
T	Per Diem	\$31.00																	\$ -	0.00	
	Lodging	\$100.00																	\$ -		
Total Task 1 - Inventory (Labor)			\$ 2,760.00	\$ 1,320.00	\$ 3,960.00	\$ 6,720.00	\$ 8,400.00	\$ -	\$ -	\$ 2,880.00	\$ 720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,708.00	344.00	
Task 1 - Inventory (Expenses)																					
T	Per Diem	\$31.00																	\$ -		
	Lodging	\$100.00																	\$ -		
E	3350 Service Vehicle, Automobile	\$45,000	2																\$ -		
	3360m Service Vehicle, Automobile Mileage	\$0.550	50																\$ 27.50		
Total Task 1 - Inventory (Expenses)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90.00	\$ 27.50	\$ -	\$ -	\$ -	\$ 117.50		
Task 1 - Inventory (Subcontractors)																					
S	Phase I Historical (EDR, HIG, etc)	\$4,000.00	1																\$ 4,000.00	\$ 4,000.00	
	File Review Copies	\$0.25	1000																\$ 250.00	\$ 250.00	
Total Task 1 - Inventory (Subcontractors)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,250.00	\$ 4,250.00	0.00
Total Task 1 Phase I Cost Estimate			\$ 2,700.00	\$ 1,320.00	\$ 3,960.00	\$ 6,720.00	\$ 8,400.00	\$ -	\$ -	\$ 2,880.00	\$ 720.00	\$ 117.50	\$ -	\$ -	\$ 4,250.00	\$ 4,250.00	\$ -	\$ -	\$ 4,250.00	\$ 31,067.50	344.00
Total Cost Estimate			\$ 2,700.00	\$ 1,320.00	\$ 3,960.00	\$ 6,720.00	\$ 8,400.00	\$ -	\$ -	\$ 2,880.00	\$ 720.00	\$ 117.50	\$ -	\$ -	\$ 4,250.00	\$ 4,250.00	\$ -	\$ -	\$ 4,250.00	\$ 31,067.50	344.00

Site Name: Duluth - Superior/Grand
 Site Location: Duluth, Minnesota
 Client Project Reference: _____
 Bay West Proposal #: P120687

Bay West, Inc.
 Work Plan / Cost Proposal Spreadsheet

TASK	Unit Rate	Frequency	Hours									Other Expenses		Contractors		Total Value (\$)	Time Total (hours)	Comments	
			Senior Technical/Project Manager	Project Manager	Staff Professional III	Staff Professional II	Staff Professional I	Field Technician III	Field Technician II	CADD/GIS Specialist	Office Support	Owned Equipment and Inventory (\$)	Travel (\$)	Sub-Contractors (\$)					
Task 1 - Inventory (Labor)																			
L			12.00	2.00	4.00	4.00					8.00	6.00					\$ 3,270.00	36.00	2 City of Duluth Meeting, 2 MPCA meetings, Routine Updates to Ross and Heidi
			2.00	4.00		40.00	40.00										\$ 6,710.00	86.00	
					40.00												\$ 3,600.00	40.00	Average, 5 hours per File Review
			6.00	6.00		37.00	80.00				40.00	10.00					\$ 12,880.00	179.00	
T	Per Diem	\$31.00															\$ -	0.00	
	Lodging	\$100.00															\$ -		
Total Task 1 - Inventory (Labor)			\$ 2,700.00	\$ 1,320.00	\$ 3,960.00	\$ 6,480.00	\$ 8,400.00	\$ -	\$ -	\$ 2,880.00	\$ 720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,460.00	341.00	
Task 1 - Inventory (Expenses)																			
T	Per Diem	\$31.00															\$ -		
	Lodging	\$100.00															\$ -		
E	3350 Service Vehicle, Automobile	\$45,000	4														\$ 180.00		
	3350m Service Vehicle, Automobile Mileage	\$0.550	80														\$ 33.00		
Total Task 1 - Inventory (Expenses)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 213.00	\$ -	\$ 213.00
Task 1 - Inventory (Subcontractors)																			
S	Phase I Historical (EDR, HIG, etc)	\$4,000.00	1														\$ 1,000.00	\$ 1,000.00	
	File Review Copies	\$0.25	1000														\$ 250.00	\$ 250.00	HIG and EDR Report
Total Task 1 - Inventory (Subcontractors)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00	0.00
Total Task 1 Phase I Cost Estimate			\$ 2,700.00	\$ 1,320.00	\$ 3,960.00	\$ 6,480.00	\$ 8,400.00	\$ -	\$ -	\$ 2,880.00	\$ 720.00	\$ 213.00	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 27,923.00	341.00
Total Cost Estimate			\$ 2,700.00	\$ 1,320.00	\$ 3,960.00	\$ 6,480.00	\$ 8,400.00	\$ -	\$ -	\$ 2,880.00	\$ 720.00	\$ 213.00	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 27,923.00	341.00

Site Name: **Duluth -Gary New Duluth**
 Site Location: **Duluth, Minnesota**
 Client Project Reference:
 Bay West Proposal #: **P120687**

Bay West, Inc.
Work Plan / Cost Proposal Spreadsheet

TASK	Unit Rate	Frequency	Hours								Other Expenses			Total Value (\$)	Time Total (hours)	Comments		
			Senior Technical/Project Manager	Project Manager	Staff Professional III	Staff Professional II	Staff Professional I	Field Technician III	Field Technician II	CADD/GIS Specialist	Office Support	Owmed Equipment and Inventory (\$)	Travel (\$)				Sub-Contractors (\$)	
Task 1 - Inventory (Labor)																		
L			6.00	2.00	3.00	3.00					6.00	6.00				\$ 2,440.00	28.00	2 City of Duluth Meeting, 2 MPCA meetings, Routine Updates to Ross and Heidi
			2.00	4.00		24.00	24.00									\$ 4,310.00	54.00	
					30.00											\$ 2,700.00	30.00	Average, 5 hours per File Review
			4.00	6.00		24.00	50.00				28.00	10.00				\$ 8,750.00	122.00	
T	Per Diem	\$31.00														\$ -	0.00	
	Lodging	\$100.00														\$ -		
	Total Task 1 - Inventory (Labor)		\$ 1,698.00	\$ 1,320.00	\$ 2,970.00	\$ 4,080.00	\$ 5,180.00	\$ -	\$ -	\$ 2,040.00	\$ 720.00	\$ -	\$ -	\$ -	\$ -	\$ 18,200.00	234.00	
Task 1 - Inventory (Expenses)																		
T	Per Diem	\$31.00														\$ -		
	Lodging	\$100.00														\$ -		
E	3350 Service Vehicle, Automobile	\$45,000	2													\$ -		
	3350m Service Vehicle, Automobile Mileage	\$0.550	50												\$ 80.00	\$ 80.00		
	Total Task 1 - Inventory (Expenses)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117.50	\$ 117.50	0.00	
Task 1 - Inventory (Subcontractors)																		
S	Phase I Historical (EDR, HIG, etc)	\$1,000.00	1													\$ 1,500.00	\$ 1,500.00	
	File Review Copies	\$0.25	1000													\$ 250.00	\$ 250.00	HIG and EDR Report
	Total Task 1 - Inventory (Subcontractors)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750.00	\$ 1,750.00	
Total Task 1 Phase I Cost Estimate			\$ 1,890.00	\$ 1,320.00	\$ 2,970.00	\$ 4,080.00	\$ 5,180.00	\$ -	\$ -	\$ 2,040.00	\$ 720.00	\$ 117.50	\$ -	\$ -	\$ 1,750.00	\$ 20,067.50	234.00	
Total Cost Estimate			\$ 1,890.00	\$ 1,320.00	\$ 2,970.00	\$ 4,080.00	\$ 5,180.00	\$ -	\$ -	\$ 2,040.00	\$ 720.00	\$ 117.50	\$ -	\$ -	\$ 1,750.00	\$ 20,067.50	234.00	

Land-Based Classification Standards

Five Dimensions for Classifying Land-Use Data

Activity

- 1000: Residential activities
- 2000: Shopping, business, or trade activities
- 3000: Industrial, manufacturing, and waste-related activities
- 4000: Social, institutional, or infrastructure-related activities
- 5000: Travel or movement activities
- 6000: Mass assembly of people
- 7000: Leisure activities
- 8000: Natural resources-related activities
- 9000: No human activity or unclassifiable activity

Function

- 1000: Residence or accommodation functions
- 2000: General sales or services
- 3000: Manufacturing and wholesale trade
- 4000: Transportation, communication, information, and utilities
- 5000: Arts, entertainment, and recreation
- 6000: Education, public admin., health care, and other inst.
- 7000: Construction-related businesses
- 8000: Mining and extraction establishments
- 9000: Agriculture, forestry, fishing and hunting

Structural Character

- 1000: Residential buildings
- 2000: Commercial buildings and other specialized structures
- 3000: Public assembly structures
- 4000: Institutional or community facilities
- 5000: Transportation-related facilities
- 6000: Utility and other non-building structures
- 7000: Specialized military structures
- 8000: Sheds, farm buildings, or agricultural facilities
- 9000: No structure

Site Development Character

- 1000: Site in natural state
- 2000: Developing site
- 3000: Developed site -- crops, grazing, forestry, etc.
- 4000: Developed site -- no buildings and no structures
- 5000: Developed site -- non-building structures
- 6000: Developed site -- with buildings
- 7000: Developed site -- with parks
- 8000: Not applicable to this dimension
- 9000: Unclassifiable site development character

Ownership

- 1000: No constraints--private ownership
- 2000: Some constraints--easements or other use restrictions
- 3000: Limited restrictions--leased and other tenancy restrictions
- 4000: Public restrictions--local, state, and federal ownership
- 5000: Other public use restrictions--regional, special districts, etc.
- 6000: Nonprofit ownership restrictions
- 7000: Joint ownership character--public entities
- 8000: Joint ownership character--public, private, nonprofit, etc.
- 9000: Not applicable to this dimension

Activity refers to the actual use of land based on its observable characteristics. It describes what actually takes place in physical or observable terms (e.g., farming, shopping, manufacturing, vehicular movement, etc.). An office activity, for example, refers only to the physical activity on the premises, which could apply equally to a law firm, a nonprofit institution, a court house, a corporate office, or any other office use. Similarly, residential uses in single-family dwellings, multi-family structures, manufactured houses, or any other type of building, would all be classified as residential activity.

Function refers to the economic function or type of enterprise using the land. Every land use can be characterized by the type of enterprise it serves. Land-use terms, such as agricultural, commercial, industrial, relate to enterprises. The type of economic function served by the land use gets classified in this dimension; it is independent of actual activity on the land. Enterprises can have a variety of activities on their premises, yet serve a single function. For example, two parcels are said to be in the same functional category if they belong to the same enterprise, even if one is an office building and the other is a factory.

Structural character refers to the type of structure or building on the land. Land-use terms embody a structural or building characteristic, which suggests the utility of the space (in a building) or land (when there is no building). Land-use terms, such as single-family house, office building, warehouse, hospital building, or highway, also describe structural characteristic. Although many activities and functions are closely associated with certain structures, it is not always so. Many buildings are often adapted for uses other than its original use. For instance, a single-family residential structure may be used as an office.

Site development character refers to the overall physical development character of the land. It describes "what is on the land" in general physical terms. For most land uses, it is simply expressed in terms of whether the site is developed or not. But not all sites without observable development can be treated as undeveloped. Land uses, such as parks and open spaces, which often have a complex mix of activities, functions, and structures on them, need categories independent of other dimensions. This dimension uses categories that describe the overall site development characteristics.

Ownership refers to the relationship between the use and its land rights. Since the function of most land uses is either public or private and not both, distinguishing ownership characteristics seems obvious. However, relying solely on the functional character may obscure such uses as private parks, public theaters, private stadiums, private prisons, and mixed public and private ownership. Moreover, easements and similar legal devices also limit or constrain land-use activities and functions. This dimension allows classifying such ownership characteristics more accurately.

Land-Based Classification Standards

An update of the 1965 Standard Land Use Coding Manual
for
Describing, Classifying, and Sharing Data about Land Uses

LBCS provides a consistent model for classifying land uses based on their characteristics. The model extends the notion of classifying land uses by refining traditional categories into multiple dimensions, such as activities, functions, building types, site development character, and ownership constraints. Each dimension has its own set of categories and subcategories. These multiple dimensions allow users to have precise control over land-use classifications.

Classifying land uses across multiple dimensions, in database terms, means adding new fields to the land-use database. The total number of land-use fields in the database should equal the number of dimensions, that is, every record in the database is classified in not just one land-use field, but several—one for each dimension. The number of dimensions, in turn, will depend on the purpose of the data. When the purpose of the data changes, dimensions may be added or dropped as needed. For local planning purposes, LBCS calls for classifying land uses in the following dimensions: Activity, Function, Structure Type, Site Development Character, and Ownership.

The underlying principle of the LBCS model is its flexibility. It addresses flexibility in adapting the model to a variety of planning applications, data collection methods, data-sharing and data-integrating methods, and color coding and mapping. The flexibility also makes it possible to assign new categories for new land uses, to accommodate new methods and technologies for analysis, and to customize the model for local needs without losing the ability to share data. Each of these aspects of LBCS calls for applying a variety of standards or conventions to maintain consistency in land-use classifications.

Sanjay Jeer, AICP
Principal Investigator, LBCS Project

