

STATE OF MINNESOTA (REV 10/20/2014)

Professional Technical Services Master Contract --Encumbrance Form (For State Use Only)

RECS Project ID.:	N/A	Project Mgr.:	Gordon Christofferson	Contract Specialist:	Sherry Van Horn
		Control No.	48110	RFP Event ID (if applicable)	2-3225
Project Name : Testing and Inspection Services Master Contract					

Total Amount of Contract:	N/A	Amount of Contract First FY:		Vendor Number:	
Category Code:		Category Code:		Category Code:	
Account:		Account:		Account:	
Amount:	N/A	Amount:		Amount:	

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Business Unit:	Business Unit:	Business Unit:
Accounting Date:	Accounting Date:	Accounting Date:
Fund:	Fund:	Fund:
DeptID:	DeptID:	DeptID:
AppropID:	AppropID:	AppropID:
Project ID: N/A	Project ID:	Project ID:
Activity:	Activity:	Activity:
Amount: N/A	Amount:	Amount:

SWIFT Contract No: **T#15ATI/85265**

SWIFT Order: _____
Number / Date/ See Signature Page

Number/Date/Entry Initials

[Individual signing SWIFT Order or Contract certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05]

NOTICE TO CONSULTANT: You are required to provide your social security number or Federal employer tax identification number and Minnesota tax identification number if you do business with the State of Minnesota.

Contractor Name and Address: **Bay West LLC
5 Empire Dr.
St. Paul, MN 55103-1867**

Contract Execution Date: 11/21/2014
Contract End Date: 10/31/2016

(*Note: According to Minn. Stat. 16C.08 Subd. 3(5), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law.)

Contact Person: **Edward Bacig**
Contact Person Phone: **651.291.3414**
Contact Person Fax:
Contact Person Email: **edb@baywest.com**

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**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
MASTER CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Bay West LLC, 5 Empire Dr., St. Paul, MN 55103-1867("Contractor").

Recitals

1. Under Minnesota Statute§ 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of construction testing and inspection services.
3. The Consultant represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

Master Contract

1 Term of Master Contract

- 1.1 **Effective Date:** The date the State obtains all required signatures under Minnesota Statute§ 16C.05, subdivision 2, whichever is later.
The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.
- 1.2 **Work Order Contracts.** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.
- 1.3 **Expiration Date:** October 31, 2016
- 1.4 **Survival of Terms:** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.
- 1.5 **Authorization of Use:** The Master Contract is available for use by all state agencies and Minnesota State Colleges and Universities.

2 Scope of Work

The Contractor, who is not a state employee, may be requested to perform any of the following services under individual work order contracts:

Phase I Environmental Investigation, Phase II Environmental Investigation, and Remediation Services.

The Contractor understands that only the receipt of a fully executed work order contract authorizes the Contractor to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expense of the Contractor. A sample work order contract is attached and incorporated into this master contract as Exhibit A.

The Contractor understands that this master contract is not a guarantee of a work order contract. The State has determined that it may have need for the services under this master contract, but does not commit to spending any money with the Contractor.

3 Time

The Contractor must comply with all the time requirements described in work order contracts. In the performance of work order contracts, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services satisfactorily performed by the Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed \$1,000,000.00. All costs will follow the Contractor's fee schedule attached as Exhibit B and incorporated into this agreement. The Contractor may revise its fee schedule once a year after November 1, 2015. However, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

For projects located within a 50 mile radius of Contractor's Office Location— Hourly rate includes all travel time, travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. State will not pay for travel time.

For projects located more than a 50 mile radius of Responder's Office Location—Hourly rate includes travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. Responder may invoice travel time at this rate.

Travel & Reimbursable Expenses. Except as described in this Section 4.1, there are no allowable travel or other reimbursable expenses. All such expenses are included in the Contractor's fee schedule of hourly rates, attached as Exhibit B. The State reserves the right to modify the allowable reimbursable expenses prior to execution of a Work Order from the Master Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner's Plan is available on the web at: at <http://www.mmb.state.mn.us/comp-commmissioner> (click on "Commissioner's Plan" in the right side column). The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.2. Payment

(A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.

(B) **Retainage.** Under Minnesota Statute § 16C.08, subdivision 2 (10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of the work order contract.

5 Conditions of Payment

All services provided by the Contractor under a work order contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives and Project Managers

The State's Authorized Representatives for this master contract are Sherry Van Horn, Business Operations Manager, 651.201.2376 or Gordon Christofferson, Project Operations Manager, 651.201.2380 or his/her successor, and have the responsibility to monitor the Contractor's performance.

The State's Project Manager will be identified in each work order contract.

The Contractor's Authorized Representative is Edward Bacig, PG Vice President/Owners, edb@baywest.com, 651.291.3414. If the Contractor's Authorized Representative changes at any time during this master contract, the Contractor must immediately notify the State.

The Contractor's Project Manager will be identified in each work order contract.

7 **Assignment, Amendments, Waiver, and Contract Complete**

7.1 **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this master contract, or their successors in office.

7.2 **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or its right to enforce it.

7.4 **Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Contractor. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.

8 **Indemnification**

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

9 **State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

10 **Government Data Practices and Intellectual Property**

10.1. **Government Data Practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under the work order contract. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

10.2. **Intellectual Property Rights**

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under work order contracts.* Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of a work order contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of the work order contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. *Representation.* The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 **Affirmative Action Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

11.1 *Covered Contracts and Contractors.* If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and

does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

11.2 **Minnesota Statute § 363A.36.** Minnesota Statute § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

11.3 **Minnesota Rule Parts 5000.3400-5000.3600.**

(A) *General.* Minnesota Rule Parts 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.

- (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- (D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

12 Workers' Compensation and Other Insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute§ 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

13 Publicity and Endorsement

13.1 **Publicity.** Any publicity regarding the subject matter of a work order contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

13.2 **Endorsement.** The Contractor must not claim that the State endorses its products or services.

14 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract and/or any work order contracts, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Payment to Subcontractors

(If applicable) As required by Minnesota Statute§ 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16 Minnesota Statute§ 181.59 The vendor will comply with the provisions of Minnesota Statute§ 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17 Termination

17.1 *Termination by the State.* The State or commissioner of Administration may cancel this master contract and any work order contracts at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

17.2 *Termination for Insufficient Funding.* The State may immediately terminate this master contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

18 Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

19 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

20 Schedule of Exhibits

The following exhibits are attached and incorporated into this Master Contract.

Exhibit A: Sample Work Order

Exhibit B: Fee Schedule

Exhibit C: Consultant's Categories of Service and Experience

Exhibit D: State Insurance Requirements

Exhibit E: Affirmative Action Certification

Exhibit F: Certification Regarding Lobbying

Exhibit G: Not Used

Exhibit H: Not Used

Exhibit I: Affidavit of Noncollusion

1. CONTRACTOR – Bay West LLC

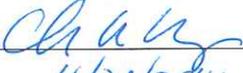
The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By: 
Title: Vice President
Date: 11/12/14

2. STATE AGENCY – Department of Administration

By: 
(with delegated authority)
Title: _____
Date: 11/17/14

3. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By: 
Date: 11/21/2014

40507

Exhibit A

SAMPLE STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES WORK ORDER CONTRACT

This work order contract is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order contract is issued under the authority of Master Contract T-Number 15ATI, SWIFT Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order Contract

1 Term of Contract

1.1 *Effective date:* _____, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.

The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 *Expiration date:* _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____.

3 Consideration and Payment

3.1 *Consideration.* The State will pay for all services performed by the Contractor under this work order contract as follows:

(A) *Compensation.* The Contractor will be paid _____.

(B) *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed \$ _____.

(C) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed \$ _____.

3.2 *Invoices.* The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

4 Project Managers

The State's Project Manager is _____. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is _____. If the Contractor's Project Manager changes at any time during this work order contract, the Contractor must immediately notify the State.

SIGNATURES AS REQUIRED BY THE STATE.

Exhibit B

BAY WEST LLC HOURLY RATES FOR RESPONDING WITHIN 50 MILE RADIUS OF OFFICE LOCATION

Employee Name		Office Support	CADD Specialist	Field Tech 1	Field Tech 2	Staff Professional 1	Staff Professional 2	Staff Professional 3	Project Manager	Sr. Technical Manager
Last	First	\$50.00	\$70.00	\$70.00	\$80.00	\$90.00	\$100.00	\$105.00	\$110.00	\$120.00
Adelmann	Steve				X					
Bacig	Ed									X
Blel	Alex				X					
Brandell	Dylan			X						
Braun	Jason			X						
Buchanan	Guy						X			
Cegelske	Brandon				X					
Cook	Sam			X						
Davison	Laura	X								
Deye	Chuck							X		
Fath	Casy					X				
Flaada	Brandon						X			
Gazdik	Steve		X							
Gordon	Jeff						X			
Hannu	Donovan									X
Harvey	Ethan						X			
Heimbach	Rob								X	
Hickey	D.									X
Hubbell	Jim							X		
Jacobs	Peter									X
Jevnisek	Jennifer						X			
Johnson	Peggy		X							
Kahnke	Jane	X								
Koppel	David					X				
Kulberg	Brad								X	
LaGoye	Peter									X
Lazarz	Bill								X	
Leisz	Jim							X		
Lindsay	Barry					X				
Littfin	Dennis						X			
Loeper	Michael		X							
Logeais	Jeremey			X						
Lucas	Jill						X			
Lyback	Jimmy					X				
Lyman	Shawn						X			
Malaney	Amanda					X				
Marx	Ben			X						
McDonald	Nancy							X		
McGown	Hillary					X				
McLees	Matt		X							
McMaster	Shirley									X
Merritt	Sandra			X						
Miley	William						X			
Miller	Josh								X	
Morehouse	Rob				X					
Murphy	Andrew				X					
Musson	Chris						X			
Olson	John								X	
Paige	Brigitte	X								
Peper	John			X						
Pierson	Steve					X				
Raymaker	Paul								X	
Rebischke	Craig						X			

BAY WEST LLC HOURLY RATES FOR RESPONDING WITHIN 50 MILE RADIUS OF OFFICE LOCATION

Employee Name		Office Support	CADD Specialist	Field Tech 1	Field Tech 2	Staff Professional 1	Staff Professional 2	Staff Professional 3	Project Manager	Sr. Technical Manager
Last	First	\$50.00	\$70.00	\$70.00	\$80.00	\$90.00	\$100.00	\$105.00	\$110.00	\$120.00
Riley	Ryan						X			
Rowe	Jason			X						
Salane	Tim									X
Schemmel	Matt								X	
Schloegel	Brian			X						
Schnee	Justin						X			
Schrupp	Preston						X			
Smith	Meghan	X								
Staloch	Joe				X					
Sweeney	Patrick			X						
Tabano	Gretchen									X
Tan	Julie	X								
Tenhoff	Matthew			X						
Thompson	Ryan			X						
Twite	Jim				X					
Van	Rick								X	
Verban	John							X		
Walz	Paul									X
Wangesteen	Marty									X
Watkins	Sam			X						
Wattrus	Nigel									
Winkler	Brenda								X	
Yang	Xiong			X						
Zajac	Ann					X				

BAY WEST LLC HOURLY RATES FOR RESPONDING OUTSIDE 50 MILE RADIUS OF OFFICE LOCATION

Employee Name		Office Support	CADD Specialist	Field Tech 1	Field Tech 2	Staff Professional 1	Staff Professional 2	Staff Professional 3	Project Manager	Sr. Technical Manager
Last	First	\$50.00	\$70.00	\$85.00	\$90.00	\$100.00	\$110.00	\$105.00	\$110.00	\$120.00
Adelmann	Steve				X					
Bacig	Ed									X
Blel	Alex				X					
Brandell	Dylan			X						
Braun	Jason			X						
Buchanan	Guy						X			
Cegelske	Brandon				X					
Cook	Sam			X						
Davison	Laura	X								
Deye	Chuck							X		
Fath	Casy					X				
Flaada	Brandon						X			
Gazdik	Steve		X							
Gordon	Jeff						X			
Hannu	Donovan									X
Harvey	Ethan						X			
Heimbach	Rob								X	
Hickey	D.									X
Hubbell	Jim							X		
Jacobs	Peter									X
Jevnisek	Jennifer						X			
Johnson	Peggy		X							
Kahnke	Jane	X								
Koppel	David					X				
Kulberg	Brad								X	
LaGoye	Peter									X
Lazarz	Bill								X	
Leisz	Jim							X		
Lindsay	Barry					X				
Littfin	Dennis						X			
Loeper	Michael		X							
Logeais	Jeremy			X						
Lucas	Jill						X			
Lyback	Jimmy					X				
Lyman	Shawn						X			
Malaney	Amanda					X				
Marx	Ben			X						
McDonald	Nancy							X		
McGown	Hillary					X				
McLees	Matt		X							
McMaster	Shirley									X
Merritt	Sandra			X						
Miley	William						X			
Miller	Josh								X	
Morehouse	Rob				X					
Murphy	Andrew				X					

BAY WEST LLC HOURLY RATES FOR RESPONDING OUTSIDE 50 MILE RADIUS OF OFFICE LOCATION

Employee Name		Office Support	CADD Specialist	Field Tech 1	Field Tech 2	Staff Professional 1	Staff Professional 2	Staff Professional 3	Project Manager	Sr. Technical Manager
Last	First	\$50.00	\$70.00	\$85.00	\$90.00	\$100.00	\$110.00	\$105.00	\$110.00	\$120.00
Musson	Chris						X			
Olson	John								X	
Paige	Brigitte	X								
Peper	John			X						
Pierson	Steve					X				
Raymaker	Paul								X	
Rebischke	Craig						X			
Riley	Ryan						X			
Rowe	Jason			X						
Salane	Tim									X
Schemmel	Matt								X	
Schloegel	Brian			X						
Schnee	Justin						X			
Schrupp	Preston						X			
Smith	Meghan	X								
Staloch	Joe				X					
Sweeney	Patrick			X						
Tabano	Gretchen									X
Tan	Julie	X								
Tenhoff	Matthew			X						
Thompson	Ryan			X						
Twite	Jim				X					
Van	Rick								X	
Verban	John							X		
Walz	Paul									X
Wangesteen	Marty									X
Watkins	Sam			X						
Wattrus	Nigel									
Winkler	Brenda								X	
Yang	Xiong			X						
Zajac	Ann					X				

Travel is not expected for the labor positions of Staff Professional 3, Project Manager and Sr. Technical Manager

Section 4.1 fee, hourly rates, travel and reimbursable expense requirements take precedence in the event of a conflict.

ep
SN + [Signature]



Exhibit C



CONSTRUCTION TESTING AND INSPECTION SERVICES

Name of Firm: Bay West LLC
Proposal Dated: October 6, 2014

Responder shall indicate by checking the boxes below the categories of tests and inspections for which the firm is qualified.

***Attach project experience and reference information for each bolded category of service selected; a minimum of three (3) project references for each bolded category of service selected is required (see RFP Selection Process items 2 and 3 for further information).**

Geotechnical Services

- Pre-construction Soil Exploration and Testing
- Percolation Tests, Recommendations for Septic Systems
- Foundation and Pavement Design Recommendations
- Observation and Testing of Existing Soils during Excavation and Grading
- Laboratory Testing of Proposed Fill Material
- Observation and Testing of Fill and Backfill for Moisture, Compaction
- Other _____

Concrete Testing and Inspection Services

- Concrete, Grout Mix Design
- Observe and Document Formwork Construction
- Observe and Document Placement of Reinforcing Steel
- Slump, Temperature, and Air Entrainment Tests of Fresh Concrete
- Cast, Cure and Test Concrete Cylinders for Compressive Strength
- Other _____

Masonry Testing and Inspection Services

- Mortar, Masonry Fill Mix Design
- Laboratory Tests on Masonry Prisms
- Laboratory Test of Mortar and Core-fill for Compressive Strength and Bond Strength
- Special Inspection of Structural Masonry Construction (Continuous ___ / Periodic ___)
- Other _____

Structural Steel Testing and Inspection

- Strength Testing of Embedded Bolts
- Observe and Test Welded and Bolted Connections during Structural Steel and Precast Concrete Erection
- Observe and Test Welding and Screw Fastening during Metal Deck Installation
- Other _____

Pavement Testing and Inspection

- Observe and Test Rolling Operations on Subgrade Soils
- Field and Laboratory Tests on Aggregate Base
- Field and Laboratory Tests during Bituminous Paving (Continuous ___ / Periodic ___)
- Other _____



Fireproofing / Firestopping Testing and Inspection

- Test Installed Spray-on Fireproofing for Thickness, Density, Adhesion
- Observe and Document Installation of Fire-Resistive Joint Systems
- Other _____

Other

- Window/Curtain Wall Testing and Inspection
- Roofing/Waterproofing Testing and Inspection

Phase I Archaeological Resources Investigation

- Determine whether cultural resources are present within the project area, and whether these resources are potentially eligible for the National Register of Historic Places (NRHP).
- All field methods and reporting of the Phase I Archaeological Resources Investigation will comply with the Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- If an archaeological site is found, wash, analyze, and catalogue all recovered artifacts. Laboratory and curation procedures will follow appropriate standard guidelines
- Curate the artifacts at the Minnesota Historical Society under Contractor's curation agreement. Contractor's lab director will ensure that the cataloging and curation meet the requirements of Minnesota's repository guidelines.
- Other _____

Phase II Archaeological Resources Investigation

- Excavate and document designated features in accordance with Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- Record excavation data on standardized forms and in the log book of the principal investigator including location and methods of testing; the numbers, types, and locations of recovered cultural materials; the depth and thickness of excavated soil layers; soil textures and inclusions; and soil color according to Munsell color charts.
- Take up to 5 radiocarbon samples if suitable materials are encountered and complete standard radiometric analysis.
- Clean, catalogue, label and bag all recovered artifacts in accordance with professional standards and submit recovered materials to the Minnesota Historical Society for curation.
- Other _____

Phase I Environmental Investigation

- Complete a Phase I Environmental Site Assessment in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #8.
- Conduct a visual (existing structures) assessment for typical suspect asbestos containing materials (ACM).
- Assess the presence of PCBs at the subject site.



- Collect and evaluate available historical information to determine if evidence exists indicating an existing release, a past release, or a material threat of a release of hazardous substances, hazardous materials or petroleum products to the Property.
- Other: Regulated Materials Building Assessments

Phase II Environmental Investigation

- Prepare a workplan and the Phase II Investigation in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #11 to determine if potential sources of contamination identified during the Phase I Investigation are causing a release or threatened release of hazardous substances, contaminants or pollutants to the soil, surface water and ground water on the property in question.
- Prepare a site safety and contingency plan in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #10.
- Conduct Phase II Environmental Investigation in accordance with approved work plan and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- Other: Prepare cost estimates for future investigation and cleanup activities.

Remediation Services

- Prepare and, upon approval, implement the Response Action Plan (RAP) and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- Following completion of the RAP, prepare an Implementation Report for submission to the MPCA for review and approval in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- Other: Prepare Contingency Plans that present how unanticipated contamination will be handled during construction.

Comments:

**A. Describe Responder's qualifications, including unique qualifications:****Brief Description of Capabilities, History, and Organizational Structure:**

Bay West is a leading full-service provider of environmental consulting, engineering, and remediation services, ranging from investigation to corrective action design to response action implementation. Founded in Duluth in 1974, Bay West's 40 years as a Minnesota-based business have been dedicated to providing environmental services to government and industry. We have performed more than 18,500 environmental projects, most of them under State of Minnesota oversight and regulations.

Location of Firm's Headquarters, Local Facilities, and Satellite Offices

Bay West is headquartered at 5 Empire Drive in St. Paul, Minnesota, and can service the entire State from this location. In addition, Bay West has additional technical staff and project managers in satellite offices in Duluth and Fridley, Minnesota.

Explanation of Local Responsiveness and Operations

Bay West's corporate headquarters and operations in St. Paul are within five minutes of the MPCA's and MDA's offices. Bay West's St. Paul office houses the technical, operational, and administrative resources necessary for the performance of this contract. These resources will be delegated to specific work orders. The use of specifically assigned resources assures that personnel will be available to perform this contract locally on a day-to-day basis.

Ed Bacig, PG, VP of Operations, will serve as Principal-in-Charge. He directs company-wide operational resources, and will ensure health & safety/QC requirements are met and adequate company resources are available to support the program. **Matt Schemmel, PG**, will be the primary point of contact to the State. He is a Bay West Group Manager and

has the authority to commit company resources, thus assuring performance to the highest standards. Mr. Schemmel has over 10 years of experience working under a State of Minnesota MPCA/MDA contract and his staff of project managers, technical personnel, and field staff are available to discuss, inform, and interact with contract users either by telephone, e-mail, or in person.

Additionally, our St. Paul location handles all billing and invoicing for the company, and has worked extensively on invoicing and billing procedures for the State of Minnesota MPCA/MDA and Emergency Response Contracts. **Mr. Joe Uhlhorn, Controller**, and his staff are available to respond to the State of Minnesota Real Estate and Construction Services (RECS) for any questions or information that may be requested concerning billing or invoicing.

Of Bay West's 150-member full-time staff, 70 are available to provide services under this contract; 65 of those are out of our local offices in St. Paul and Fridley and 5 are from our Duluth office. All technical staff are 40-hour OSHA-trained to perform work at hazardous waste sites, and experienced in PPE Levels A, B, C, and D. Roles include Project managers, engineers, scientists, geologists, on-site inspectors, QA/QC officers, risk assessors, groundwater modelers, and field technicians.

Bay West has been locally owned and operated for 40 years. We have been, and will continue to be, dedicated to providing the best possible environmental services available to the State of Minnesota; this is demonstrated by our >30-year relationship with the State on a wide variety of contracts and projects, including the current Superfund Petroleum and Agriculture Professional Environmental Multi Site Contract, and Statewide Emergency Response Contract. This long relationship translates into no learning curve for Bay West on State of Minnesota projects.



Phase I Environmental Site Assessments

Bay West's key personnel have completed hundreds of due diligence projects throughout Minnesota and across the country for property development and management firms, lending institutions and trust companies, law firms, and local units of government. The purpose of these projects is to review past and current land uses for indications of the use, storage or disposal of hazardous substances, and render an opinion regarding the presence of recognized environmental conditions (RECs), per ASTM E-1527-13. We perform these assessments in a manner consistent with the ASTM standard for a Phase I ESA and the MPCA Voluntary Investigation and Cleanup (VIC) Program Guidance Document #8.

We have assessed many property types, including multi-unit residential, commercial, transportation corridors, and large industrial tracts. Bay West is currently performing Phase I Environmental Site Assessments (ESAs) corridor assessments for MnDOT and Hennepin County and an area-wide brown-field assessment for the City of Duluth funded by EPA.

Bay West is attentive to the tight schedules and budgets typically required by our due diligence projects, and we pride ourselves on responsiveness, flexibility and attention to the unique characteristics of each property transaction and/ or development project. We also pride ourselves on effectively communicating the future ramifications of Phase I ESA results to interested parties.

Regulated Material Assessments

Development and other projects associated with property transactions frequently require regulated material assessments, including asbestos, PCBs and other regulated wastes. Bay West has extensive experience completing these surveys in accordance with MPCA guidelines. In the past year, Bay West has completed surveyed buildings ranging from

small residential homes to a large 137,000-sf, pre-1900, railroad maintenance building.

Bay West has nine certified asbestos inspectors that are not only experienced in performing asbestos surveys, but can also direct the excavation of soil with building materials. Unlike most of our competitors, Bay West can self-perform removing, labelling, lab-packing, and transporting of hazardous materials from our sites.

Phase II Environmental Investigations

Bay West's engineers, geologists, and scientists have extensive experience throughout the US and within Minnesota conducting detailed and state-of-the-art investigation and assessment activities. These experiences provide exposure to numerous local and State regulations and guidelines that broaden experience with best management practices and requirements for investigation and assessment activities. Investigations are performed in a manner consistent with the ASTM standard for a Phase II ESA and the MPCA VIC Program Guidance Documents #10 and #11.

Bay West has completed subsurface assessments using a wide variety of technologies for different site conditions and objectives. Bay West is experienced in the application of methods that produce fast, reliable results that, in turn, are used to determine what type of response actions are most appropriate.

Bay West recognizes the importance of obtaining the required data in a timely and cost-effective manner. As such, we design investigations to ensure that the required data is collected with a minimum number of mobilizations / demobilizations. Bay West will communicate the status of investigations to State Real Estate and Construction Services (RECS) project managers as work is being performed. This allows real-time transfer of investigation data, provides a forum for discussing project specifics, and allows decisions to be made regarding adjustments to approved field activities (e.g., location of a specific boring, number



of samples collected, etc.) at the time the work is being performed. This saves costs by reducing the amount of time and level of effort required to address investigation issues.

Bay West has utilized laser-induced fluorescence (LIF) and membrane-interface probe (MIP) direct sensing technology to rapidly characterize and profile underground petroleum, oil, lubricant, and chlorinated solvent contamination using the latest state-of-the-art Ultraviolet Optical Screening Tools. LIF probes can be used to identify petroleum-saturated soils to target for excavation or remedial well design. The MIP is a screening tool with semi-quantitative capabilities acting as an interface between the contaminants in the subsurface and gas phase detectors at the surface.

The identification of soil, groundwater and/or vapor contamination is meaningless without receptor information to put the contamination into context. Bay West's key personnel are very familiar with the MPCA's risk-based guidance documents, thoroughly identifying potential receptor pathways at our sites. We do not simply review public information and send out letters, but perform walking receptor surveys of the area surrounding each site.

Remediation Services

Bay West has experience designing and implementing a wide range of remediation technologies for all impacted media (soil, surface water, sediment, groundwater, air and waste). Bay West's ability to design and implement such a wide range of technologies is a result of our staff's combined remedial design experience on more than 400 sites.

The wide range of technologies illustrates our ability to design and implement both conventional and innovative remedies for both straight-forward and highly complex sites. Bay West's key personnel have designed these remediation systems for subsurface contamination in accordance with MPCA Petroleum Remediation Program (PRP) guidance documents, VIC program guidance, Superfund

program risk-based guidance documents, and MDA guidance documents. Remediation is performed in a manner consistent with the ASTM standard for a Phase I ESA and the MPCA VIC Program Guidance Documents.

Bay West is frequently retained by our customers (and also competitors) to design and install remediation systems. Bay West personnel have a breadth of knowledge and skills to evaluate and implement optimum technologies for a given geologic/hydrogeologic setting.

At Bay West, project engineers work closely with field personnel to perform constructability reviews and to ensure that the system will work as intended. Working closely with our customers also ensures that the system design will not impede site operations.

Bay West uses specific site and media characteristics (i.e. water or air permeability, porosity, depth to groundwater, water discharge options) to determine the most cost-effective corrective action for the site. Bay West also routinely performs detailed engineering evaluation cost analysis (EECA) to determine likely installation and life cycle costs.

Developer Interaction

Bay West staff at all levels in our organization are trained and adept at discussing complex environmental issues in a way that is clearly understood by all interested parties, whether this communication takes the form of on-site conversations between field technicians and subcontractors, face-to-face meetings among project managers, written technical reports by professional engineers and geologists, or even telephone conversations or emails.

A key to clear communication is the ability to look at projects from the point of view of the other stakeholders, to understand their needs and concerns, and to provide reassurance that important matters are addressed. The need for clear lines of communication not only involves Bay West's clients but extend to our subcontractors, agency staff, and other interested parties. This helps everyone avoid



project redundancies or omissions that lead to unanticipated costs and/ or delays. It is our belief that many “unforeseen” and “unanticipated” problems associated with developing contaminated property can be anticipated and avoided with good planning and communication.

Knowledge of State/Federal Superfund Programs, and MPCA VIC & PBP

Bay West has worked with Minnesota governmental agencies throughout its 39-year history. Upon invitation from the MPCA, Bay West has provided technical editorial comments for some of the guidance documents that have been established as part of the PRP program.

Bay West has worked with commercial/ industrial clients and government clients to obtain written assurances under the Land Recycling Act of 1992 and its 1993 and 1994 amendments. During this process, Bay West has prepared work plans and reports detailing the environmental status of the property and recommended response actions in order to obtain the desired written assurance. These plans and reports have required staff to use and apply the MPCA VIC guidance documents as well as CERCLA, MERLA, RCRA, and TSCA regulations.

As one of the MPCA/MDA’s current Superfund/ Petroleum Multi-Site and MPCA’s Emergency Response (ER) contractors, Bay West knows first-hand the importance of effective coordination and cooperation between Bay West and Federal/State agencies. The ER Contract, in particular, places Bay West at the extreme “front end” in the life of a project where effective project coordination and communication with local, State, and in some cases Federal agencies, is critical to its success. Bay West has used these same communication and management skills to interface with local, State, and Federal agencies on investigation, remediation, and operation & maintenance-type projects.

Examples of Minnesota and surrounding State and Federal agencies or departments that Bay West has worked with in the last five years include the MPCA, MDA, DNR, MDH, MnDOT, City of Minneapolis, City of St. Paul, and Metropolitan Council. Some of these agencies have been both Bay West’s client and regulator. As a result of these cooperative relationships, Bay West is known as a trusted entity and we will be able to effectively interface and communicate with other State and Federal agencies during the life of this contract.

Bay West’s staff members with expertise in risk assessment, hydrogeology, and remediation technologies are experienced utilizing the MPCA’s risk-based approach to decision making for Superfund, VIC and Petroleum Brownfields programs, as outlined in the MPCA’s Risk Based Site Evaluation (RBSE) Manual. Our personnel have performed both the baseline and tiered assessments to evaluate exposure pathways to determine investigation scopes, cleanup criteria/standards, and cost-effective remedial approaches for each exposure pathway.

B. Project References

Following are at least three project references for each of the service categories we intend to perform, including Phase I Environmental Investigations, Phase I Environmental Investigations, and Remediation Services. We have provided the information requested, including Project title, Scope, Dates started and completed, Name and number of years of experience of Responder’s supervisor, Client’s company name, mailing address, and client’s contact person name, position title, telephone and fax numbers.

**Project References:
Phase I Environmental Investigations****1. Title: Limited Phase I ESA, TH 71
Corridor, Browerville, MN, for MnDOT**

2. Scope: MnDOT requested Bay West to complete a Limited Phase I ESA on a 0.79-mile stretch of TH 71, to identify sites within the Corridor having a potential to impact soil and/or groundwater. MnDOT planned to reconstruct TH 71 in conjunction with utility construction conducted by the city of Browerville. Bay West worked with the MnDOT Project Manager to rank/classify the identified sites as having “high,” “medium,” or “low” potential for contamination. Ranking was based on potential for contamination and not on location with respect to proposed parcel limits. Rankings correlated with MnDOT’s transportation corridor ranking system.

The Phase I ESA identified 76 sites within the Corridor that had a medium or high potential to impact the TH 71 ROW. Based upon the Phase I ESA findings and in conjunction with discussions with the MnDOT project manager, we developed a Phase II investigation work plan for drilling adjacent to the sites of concern.

Bay West then conducted a Phase II ESA on the corridor to identify potentially contaminated areas that may be impacted during construction. Bay West advanced over 20 soil probes along the corridor and collected soil and groundwater samples. A final report was prepared which identified contaminated areas and recommended corrective actions and contingency plans during construction.

3. Dates Started and Completed:

6/10/2013 – 9/18/2013

4. Project Manager Name/Yrs Experience:

Matt Schemmel, PG/18 yrs experience
Other Key Staff: Donovan Hannu, PE,
Jennifer Jevnisek, David Koppel

**5/6. Client’s Name/Address, Contact Person
Name, Position Title, Phone/Fax No:**

Minnesota Dept. of Transportation
395 John Ireland Blvd

St. Paul, MN 55155

Jim DeLuca, Project Manager

ph: 651-366-3640

**1. Title: Pre-Demolition Assessments,
Minneapolis, MN, for Hennepin Co.**

2. Scope: In December 2012, Hennepin County Department of Environmental Services hired Bay West to perform pre-demolition asbestos and hazardous/regulate waste inspections at 11 abandoned residential properties slated for demolition in North Minneapolis. The scope included visually assessing accessible areas to identify suspect ACM. Estimated quantities, determination of friability, and condition of suspect ACM samples were noted, and samples were submitted for laboratory analysis.

Bay West also inventoried painted surfaces for the presence of lead-based paint, and inventoried on-site hazardous materials including mercury, PCB, CFC containing devices; household hazardous waste; and other items requiring special handling and disposal prior to demolition activities. Bay West also collected caulk samples for PCB testing.

Bay West also managed the necessary abatement of asbestos and lead-based paint, and the removal of hazardous and regulated waste from the properties prior to demolition. Following abatement activities, Bay West conducted a compliance inspection of each of the properties to confirm all regulated materials were removed or abated.

3. Dates Started and Completed:

11/2012 – 12/2012

4. Project Manager Name/Yrs Experience:

Matt Schemmel/18 yrs experience
Other Key Staff: Ryan Riley

**5/6. Client’s Name/Address, Contact Person
Name, Position Title, Phone/Fax No:**

Hennepin Co. Dept. of Environmental Services
710 Fourth Ave S, Suite 700
Minneapolis, MN 55415
Gilbert Gabanski, Project Manager
ph: 612-348-4843

**1. Title: Phase I ESA, HmongTown Marketplace, St. Paul, MN, for Hiway Federal Credit Union**

2. Scope: Bay West was requested to complete an ASTM E 1527-13-compliant Phase I ESA for the 5.6-acre property located at 217 Como Ave. A former filling station along with >15 ASTs/USTS were historically located on the site, and formerly owned by Rex Oil Company, Inc. The petroleum leak sites were closed by the MPCA and no additional investigation or remediation was deemed necessary; however, residual petroleum contaminated soil remains.

Because residual petroleum contamination was identified on the Site which could pose a vapor intrusion risk to building occupants, Bay West recommended and completed a slub-slab soil vapor intrusion assessment. The vapor intrusion assessment focused on assessing the risk to building occupants; Bay West did not propose collecting any vapor samples near or within the former tank farm area.

3. Dates Started and Completed:

5/2014 – 6/2014

4. Project Manager Name/Yrs Experience:

Jennifer Jevnisek / 8 yrs experience

Other Key Staff: Donovan Hannu, PE**5/6. Client's Name/Address, Contact Person Name, Position Title, Phone/Fax No:**

Hiway Federal Credit Union

111 Empire Drive

St. Paul, MN 55103

Christine Cordell

ph: 651-265-6136 * fx: 651-265-6148

Project References:**Phase II Environmental Investigations****1. Title: Phase II ESA, Super America Coon Rapids, MN, for Erickson Oil**

2. Scope: Bay West was initially hired to complete a Phase I ESA at the above referenced property. During the Phase I ESA, Bay West identified that the historical use of the site as a gasoline station is a REC and notified the client that a Phase II ESA was warranted.

Bay West prepared a Phase II investigation work plan designed to provide the client efficient site coverage and quality subsurface data, with an overall objective to determine whether soil and groundwater on the property had been impacted by the identified REC.

During the Phase II field investigation, Bay West directed drilling subcontractors and provided oversight during advancement of soil probes. Bay West field professionals screened soils for organic vapors, characterized geologic soil properties, and determined soil and groundwater sample collection intervals.

Bay West evaluated the analytical data and notified the client of the petroleum impacts detected in the groundwater and the release was reported to the MPCA Duty officer. Bay West provided the client with a Phase II Investigation Results report detailing field/analytical results and outlined that additional investigation would likely be necessary based on MPCA guidance.

Bay West advanced additional soil borings and monitoring wells, conducted two groundwater sampling events, completed a Remedial Investigation Report, and eventually obtained a site closure letter from the MPCA.

3. Dates Started and Completed:

5/29/2012 – 9/18/2013

4. Project Manager Name/Yrs Experience:

Donovan Hannu, PE / 24 yrs experience

Other Key Staff: Ryan Riley, Rick Van Allen, David Koppel, Shawn Lyman**5/6. Client's Name/Address, Contact Person Name, Position Title, Phone/Fax No:**

Erickson Oil Products

1231 Industrial St.

Hudson, WI 54016

Tom Kromer, Environmental Manager

ph: 651-341-2287

1. Title: Phase II ESA, Former Knox Lumber Facility Newport, MN, for Washington Co.

2. Scope: Bay West was hired to complete a Phase II subsurface investigation to assess the



presence or absence of contamination associated with historical site activities outlined in a previous Phase I ESA report also completed by Bay West at the former Knox Lumber facility. The site consisted of two parcels totaling 11.64 acres with two enclosed commercial buildings and five single-story tin-sided storage shelters. A railroad spur is located on the Site with a raised platform for loading and unloading rail cars. The site was vacant and plans included building demolition and potential rezoning.

Bay West reviewed historical information, researched regional topography, geology, and hydrology, consulted with current site owner, and completed site reconnaissance to develop a detailed Phase II investigation approach consisting of a Pre-Demolition Hazardous Materials Survey; Subsurface Investigation; and Test Pit Excavations.

Bay West evaluated the building structures, assessed soil and groundwater conditions, and exposed dumped materials, debris piles and mounded vegetation for observation and testing. Bay West prepared a Phase II Investigation Report summarizing site background, work performed, investigation results and recommendations. These environmental reports were used by the County to solicit bids for the building demolition and remedial actions. The Site is currently being developed.

3. Dates Started and Completed:

3/2011 – 5/2011

4. Project Manager Name/Yrs Experience:

Matt Schemmel, PG, / 18 yrs experience
Other Key Staff: Shawn Lyman,
Brandon Flaada

5/6. Client's Name/Address, Contact Person Name, Position Title, Phone/Fax No:

Washington County Dept. of Public Works
11660 Myeron Road North
Stillwater, MN 55082
Sharon Price, Real Estate
ph: 651-430-4391

1. Title: Phase II ESA, Former Root Building, Columbia Heights, MN, for the City of Columbia Heights

2. Scope: The former Root Building site is located in a mixed residential/commercial area. Past uses of the site included a trucking company and an electrical supply company with outside storage/dumping. Bay West completed a Phase I ESA for due diligence purposes in conjunction with seeking to qualify for the landowner liability protections (40 CFR 312.26) and to enter into the MPCA VIC Program. Later, Bay West completed an updated Phase I ESA to reflect property conditions after the main site building was burned down, which resulted in mercury- and PCB-contaminated ash and debris. Bay West identified several RECs and recommended assessment of soil and groundwater conditions.

Bay West prepared a work plan and conducted a Phase II investigation, including soil probes, trenching, soil and groundwater sampling, mercury screening using our Lumex meter, lead screening using our X-ray Fluorescence analyzer, and collection of building material samples. The Phase II results indicated the presence of metals, PCBs, and petroleum constituents. Bay West prepared a Phase II Investigation Report and, because the site had no firm redevelopment plan, helped prepare a Conceptual RAP to guide the client's future development decisions.

3. Dates Started and Completed:

1/18/2012 – 10/2012

4. Project Manager Name/Yrs Experience:

Rick Van Allen, PG / 20 yrs experience
Other Key Staff: Matt Schemmel, PG

5/6. Client's Name/Address, Contact Person Name, Position Title, Phone/Fax No:

City of Columbia Heights
590 40th Ave NE
Columbia Heights, MN 55421
Scott Clark, Community Development
ph: 763-706-3672

**Project References:
Remediation Services****1. Title: Remedial Action Plan, Jay Street Gas Holder, Duluth, MN, for Duluth Economic Development Authority**

2. Scope: The property known as the Jay Street Gas Holder is currently owned by the City of Duluth, which plans to redevelop it for residential uses. The property appears to have been first developed as a gas holder in 1923 and operated until 1960, when it was demolished and partially buried. It is currently used as open space by local residents. Bay West completed Phase I and II Environmental Investigations.

After the Phase II identified lead contamination, Bay West prepared a RAP presenting soil screening, management, treatment and disposal procedures prior to and during site redevelopment. Bay West also proposed confirmation sampling methods and locations, and prepared volume estimates and other critical information. Bay West then used an XRF meter to correlate field and laboratory data.

Based on the field and lab data correlation, Bay West refined the estimated amount of soil requiring removal, as well as the quantity of soil requiring treatment. The RAP was approved by the MPCA. Implementation of the RAP is anticipated to take place in the spring of 2015.

3. Dates Started and Completed:

9/2013 – Ongoing

4. Project Manager Name/Yrs Experience:

Matt Schemmel, PG / 18 yrs experience

Other Key Staff: Amanda Malaney, PG, Jennifer Jevnisek, Hillary McGown, Brandon Flaada

5/6. Client's Name/Address, Contact Person Name, Position Title, Phone/Fax No:

Duluth Economic Development Authority
402 City Hall, 411 West First Street
Duluth, MN 55802
Ms. Heidi Timm-Bijold & Mr. Ross Lovely,
Project Managers
ph: 218-730-5324

1. Title: Remedial Action Plan, Children's Museum of Southern Minnesota, Mankato, MN, for the MPCA

2. Scope: The Children's Museum of Southern Minnesota is currently leasing the Site and intends to purchase the property for redevelopment as a children's museum. Historic Site activities include a suspected former dump dating back to the late 1930s to early 1940s. The City of Mankato purchased the property from Blue Earth County in 1975 and utilized it for city bus storage, light bus maintenance, vehicle fueling, and a vehicle washing facility.

Bay West completed Phase I and II environmental investigations at the property, which involved several soil probes and test pits. These activities identified that, during site redevelopment, there was a potential to encounter contaminated fill/debris materials, asbestos-containing waste materials, and petroleum-contaminated soils during subsurface excavation activities throughout the Site.

Bay West prepared a RAP in April 2014 based on the proposed redevelopment plan. The RAP describes screening methods that will be used to identify contamination, the disposal requirement if contamination is encountered, and the required vertical separation distances for soil remaining on-Site. The RAP was approved by the MPCA, but has not yet been implemented.

3. Dates Started and Completed:

6/2013 – Ongoing

4. Project Manager Name/Yrs Experience:

Donovan Hannu, PE / 24 yrs experience

Other Key Staff: Ryan Riley, David Koppel, Casy Fath

5/6. Client's Name/Address, Contact Person Name, Position Title, Phone/Fax No:

Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155
Shanna Schmitt, Project Manager
ph: 651-757-2697

**1. Title: Remedial Action Plan/Remedial Action, Ken's Metal Finishing, Minneapolis, MN, for Hennepin County**

2. Scope: The Former Ken's Metal Finishing in a residential neighborhood in Minneapolis. The site was a former metal electroplating and polishing facility that began operating in 1978. In March 2005, the City, through the MPCA, requested assistance from the EPA in response to numerous violations and unsafe conditions.

Initially, Bay West completed emergency response action as part of US EPA's Superfund Technical Assessment and Response Team. Following that, Bay West completed Phase I and II environmental investigations, along with a Regulated Materials Assessment.

Bay West used information obtained from these activities to prepare a RAP. Bay West also attended public meetings to discuss the future of the site, which included representatives from the County, MPCA, EPA, and City.

Bay West implemented remedial actions including lead and ACM abatement, along with the removal of hazardous building materials and non-hazardous building foundations. A total of 294 tons of hazardous building debris were removed from the site. In addition, 475 tons of contaminated soils were excavated and disposed. A RAP Implementation Report was submitted to the MPCA and approved.

3. Dates Started and Completed:

3/2008 – 5/2010

4. Project Manager Name/Yrs Experience:

Rob Heimbach, PG / 17 yrs experience
Other Key Staff: Matt Schemmel, PG,
Amanda Malaney, PG

5/6. Client's Name/Address, Contact Person Name, Position Title, Phone/Fax No:

Hennepin Co. Dept. of Environmental Services
710 Fourth Ave S, Suite 700
Minneapolis, MN 55415
Gilbert Gabanski, Project Manager
ph: 612-348-4843

1. Title: Remedial Action Plan/Remedial Action, Two Harbors, MN, for Castle Danger Brewery

2. Scope: The Site, located near the harbor in Two Harbors, was purchased by the Castle Danger Brewery to develop a brewery and tap house. A Phase I identified several RECS and recommended a Phase II Investigation. The Phase II Investigation did not reveal contaminant concentrations exceeding the MPCA Industrial SRVs; however, it was determined that limited amounts of contaminated soil and asbestos-containing materials would likely be encountered during development.

Bay West prepared a RAP; however, the development schedule was short and there was no time to submit the RAP to the MPCA for approval. A Bay West MN-licensed asbestos inspector performed field oversight during development to screen disturbed soils and inspect any potential buried building debris for the presence of ACM.

Evidence of soil contamination was not observed during site development; however, buried debris with suspected ACM was encountered within the footprint of the building being constructed. This material was excavated and removed by a certified asbestos removal contractor. Bay West provided oversight of the ACM excavation, and submitted a RAP Implementation Report to the MPCA. The MPCA issued a No Further Action Determination for the site.

3. Dates Started and Completed:

10/2013 – 1/2014

4. Project Manager Name/Yrs Experience:

Donovan Hannu, PE / 24 yrs experience
Other Key Staff: Hillary McGown

5/6. Client's Name/Address, Contact Person Name, Position Title, Phone/Fax No:

Castle Danger Brewery LLC
3067 E. Castle Danger Road
Two Harbors, MN 55616
Clint MacFarlane, Property Owner
ph: 218-834-5800

Exhibit D1
State/Consultant Basic Services
Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable, please list _____
State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

Exhibit D1

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

Exhibit D1

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Minneapolis.CertRequest@marsh.com 069725-CAS-GAWXP-14-15	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Bay West LLC Attn: Pam McNeilly - Contracts Manager 5 Empire Drive St. Paul, MN 55103	INSURER A: Navigators Specialty Insurance Company NAIC # 36056	
	INSURER B: Zurich American Insurance Company 16535	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CHI-005056262-02 **REVISION NUMBER:** 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CH14NP40A2PT4NC	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP5975476-11	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CH14NP40A2PT4NC	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9375443-11	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Consultants & Contractors Pollution Liab.			CH14NP40A2PT4NC	07/01/2014	07/01/2015	Each Incident 2,000,000 Agg Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: SWIFT Contract No. 85265 / BW #C140642

State of Minnesota is included as additional insured for general liability as required by written contract.

CERTIFICATE HOLDER Real Estate and Construction Services, State of Minnesota, Department of Administration Attn: Sherry Van Horn, Business Operations Manager 309 Administration Building 50 Sherburne Ave. St. Paul, MN 55155	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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Exhibit E

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the Responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: Bay West LLC Date: 30 September 2014

Authorized Signature:  Telephone number: 651-291-0456

Printed Name: Edward Bacig, PG Title: Vice President/Owner

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: (651) 296-1283



Minnesota Department of
HUMAN RIGHTS

CERTIFICATE OF COMPLIANCE

BAY WEST, INC. is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 6/11/2014 to 6/10/2018.

This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey".

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, Minnesota 55155
Tel 651.539.1100 • MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr

Exhibit F

CERTIFICATION REGARDING LOBBYING For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

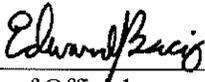
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bay West LLC

Organization Name

Edward Bacig, PG, Vice President/Owner

Name and Title of Official Signing for Organization

By: 

Signature of Official

09/30/2014

Date

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name:

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the <insert name> Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: Bay West LLC
Print authorized representative name: Edward Bacig, PG Title: Vice President/Owner
Authorized signature: *Edward Bacig* Date (mm/dd/yyyy): 09/30/2014

Notary Public

Subscribed and sworn to before me this: 30 day of September, 2014

Notary Public signature

Lori A. Hintz
Commission expires (mm/dd/yyyy) January 31, 2015

