



June 28, 2024

City Clerk  
331 1<sup>st</sup> Street East  
Independence, IA 50644

Sent via:  
 Email  
 Fax  
 Mail  
 In Person

**RE: Proposal for Asbestos Survey RFP for 812 10th Street  
812 10<sup>th</sup> Street NE  
Independence, Iowa  
Bay West Proposal No. P240742**

Dear City Clerk,

Per your request, Bay West is pleased to provide you with the following cost estimate for a Asbestos Survey for the building addressed as 812 10<sup>th</sup> Street NE, Independence, IA (the Site). This proposal has been generated based on information provided by the City of Independence (the Client) and obtained via a public request for proposal.

Bay West will utilize professional personnel that are certified with the Minnesota Department of Health (MDH) and have been trained per OSHA requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER).

## 1.0 SCOPE OF WORK

Bay West will perform the following services:

- Review available documentation provided by current owner with regard to asbestos-containing materials (ACM). Existing sample data provided by current owner will be utilized, where possible, to determine the presence or absence of ACM.
- Visually examine accessible areas and identify the locations of suspect ACM.
- Collect and analyze up to 100 representative bulk sample layers of materials suspected of containing asbestos. *Examples of materials to be collected for analysis include, but are not limited to: floor tile, linoleum flooring, wall and ceiling plaster, suspended and acoustical ceiling tile, sheetrock, thermal system insulation, textured ceiling material and fireproofing.*
- Assign a hazard rating based on asbestos content with respect to the materials condition, friability, accessibility, and hazard potential.
- Document the various materials current conditions and estimate quantities of ACM based on visual observations.
- Generate a final report, documenting the sample locations, analysis results, conditions, and ACM estimated quantities.

The Bay West personnel conducting the inspection are fully accredited asbestos inspectors, in accordance with state and federal regulations. Asbestos analysis will be performed by a laboratory that is accredited for polarized light microscopy (PLM)

asbestos bulk sample analysis by the National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program.

### **Project Understanding**

Bay West understands that the City of Independence is requesting a proposal for project work that includes the furnishing of all materials to complete the work, a full asbestos survey of the Site and the Abatement Design (if asbestos is present).

As part of the Hazmat Design, the asbestos surveys will be reviewed, quantities verified, and supplemental samples taken where needed via destructive methods (required prior to demo). In addition, paint chip samples will be taken from the vehicle shop garage and analyzed for lead in paint. Following the asbestos and lead-based paint sampling, any additional findings will be issued via an supplemental survey report. The supplemental report will be used in the design specification to lay out the project procedures, methodology, and work plan to be followed for the abatement and air monitoring of the dairy boiler house, abatement and air monitoring of vehicle shop, LBP stabilization, demolition of the dairy boiler house, and demolition of the vehicle shop extension (managed as asbestos during demo).

### **Project Approach**

Bay West will draw from our extensive inspection/assessment, abatement, air monitoring and oversight, regulated waste removal, site demolition and disposal project experience to achieve project goals within the project schedule. Our primary areas of focus for this project will be SAFETY, communication, and quality. Each task of this project will be conducted in close communication with the project team, and every day in the field will start with a tailgate safety meeting. All information gathered in the field will be communicated to the client on a timely basis and our report deliverables will follow the established schedule presented below.

Scott Budahn, Bay West Project Manager, will be the designated representative assigned to this project. He will be accountable for all aspects of the project, including planning, scoping, communications, coordination, supervision, technical direction, safety, and quality management. His responsibilities include the following: - Assembly of qualified personnel to complete assigned tasks, communicating expected deliverables of the project and staff's role project plan. - Use of certified laboratories for sample analysis. - Coordination with the client and project team to meet schedule expectations. - Review of field data, analytical results, reports, and invoices. - Communication with client representative to address any modifications or clarifications to the project as well as to provide daily updates. A summary spreadsheet tracking each stage of work will be produced and presented to the client regularly. - Throughout the project, all work practices and documentation will be reviewed by the Bay West Subject Matter Experts including Technical Advisors, Certified Hazardous Materials Managers, and Safety Manager. The Bay West Technical Team all have experience with ACM as well as other regulated and hazardous materials.

To ensure significant issues are effectively addressed and/or avoided, Bay West will hold pre-project planning meetings prior to any site mobilization. All information provided by the client will be reviewed by the Project Manager and assigned staff. This review will assist staff in the coordination of site visits, timing of activities, and coordination with the client and project team. The overall project goal, expectations of site work, deliverables, and project safety will be

included in the meeting. The pre-project process will begin upon execution of a contract and receipt of client documents.

### **Methodology**

#### **A. Bulk Sampling**

Destructive techniques will be utilized for the supplemental asbestos inspection. Suspect ACM will be identified and sampled for analysis. Photographs of each sample will be collected and documented in the report that denotes sampling locations. Bay West will identify the friability of each suspect material by visual inspection and touch. Materials will be quantified and sampled. Bay West will conduct the sampling in accordance with federal and state regulations, ensuring correct number of samples are collected, quality control measures are followed, and samples are analyzed by an accredited laboratory.

#### **B. Potential Asbestos Abatement**

If asbestos is determined to be present, in general, workers will wear personal protective equipment including disposable Tyvek suits and half-face air purifying respirators during removal and cleaning within the containments/work areas.

ACM removal procedures will be observed by Bay West, including friable negative pressure containments, non-friable removal, glovebag/wrap and cut, and component removal. The following are descriptions of the removal procedures used on-site to complete the abatement.

\* Friable Containment Procedures In general, the containment areas will be constructed by the asbestos abatement contractor as follows: Asbestos warning signs will be posted at all approaches to each containment area. All stationary items and openings to the containment areas will be sealed with one layer of six-millimeter (mil) polyethylene (poly) sheeting as critical barriers. One layer of four-mil poly sheeting will be placed on the walls and floors. A five-stage decontamination unit will be attached to the containment area for decontamination purposes. Negative air pressure and a minimum of four air exchanges per hour will be established and maintained using negative-air machines equipped with high efficiency particulate air (HEPA) filters. Negative pressure will be maintained until the Bay West representative established final air clearance of 0.01 f/cc or less.

Once the containment area is prepared, a representative from Bay West and the asbestos abatement contractor will conduct a pre-abatement inspection. Once the containment area is deemed complete and prior to removal, all ACM will be thoroughly saturated with amended water, which will consist of water mixed with a soap solution. Upon completion of removal, the containment area and removal surfaces will be cleaned in preparation for a visual inspection and clearance air sampling. Representatives from Bay West and the asbestos abatement contractor will conduct a final visual inspection of the containment area. The area will then be encapsulated and clearance air samples will be collected.

#### \* Non-Friable Procedures

In general, the non-friable removals will be performed by the asbestos abatement contractor as follows: Asbestos warning signs will be posted at all approaches to each work area. All stationary items within 10 feet of the work area(s) will be removed or pre-cleaned using a HEPA filter-equipped vacuum, wet wiped or both until no visual dust or debris will be evident. A six-mil poly drop cloth will be placed on the ground below the work area. The ACM will then be wetted with amended water and removed using hand procedures. The waste will be placed into ACM waste bags.

Additionally, a centrally located, three or five-stage, personnel decontamination unit will be used as a remote decontamination unit for all non-friable work areas.

\* Glovebag/Wrap and Cut Procedures

Glovebag procedures will typically be used by the asbestos abatement contractor to remove less than 25 linear feet of pipe and fitting insulation per room/area. In general, preparation of the work areas for glovebag procedures consist of the following: Removal of all non-stationary items in the immediate area, securing the work areas using ASBESTOS DANGER tape, and asbestos warning signs posted at approaches to the work areas. A six-mil poly sheeting drop cloth will be placed under the removal area and extended out several feet on each side. The pipe insulation will be wetted down using a Hudson sprayer, wrapped in two layers of six-mil poly sheeting, and sealed. Glovebags will be attached to the pipe insulation at the end of each section of insulation to be removed. The glovebags will be smoke-tested to ensure the bags did not leak. Once the glovebag is properly sealed, the insulation inside the glovebag will be wetted and removed. Upon completion of removal, the area will be cleaned and any exposed ends sealed. The glovebags will be doubled-bagged in six-mil waste bags, sealed, and labeled. Adjacent air samples will be collected during glovebag removal procedures.

Additionally, a centrally located, three stage, personnel-decontamination unit will be used as a remote decontamination unit for all glovebag procedures.

\* Component Removal Procedures

Non-friable component removal procedures will be used by the asbestos abatement contractor to remove the materials that can be removed without being disturbed. The component removal procedure will be performed as follows: Asbestos warning signs will be posted at all approaches to each work area. All stationary items within 10 feet of the work area(s) will be removed or pre-cleaned using a HEPA filter-equipped vacuum, wet wiped, or both until no visual dust or debris will be evident. A six mil poly drop cloth will be placed on the ground below the work area. The ACM will be removed using wet methods and hand procedures. The waste then placed into ACM waste bags.

Additionally, a centrally located, five-stage, personnel-decontamination unit will be used as a remote decontamination unit for all non-friable work areas.

### **Work Plan**

Bay West will begin by conducting the asbestos surveys and conduct destructive asbestos inspection within three weeks of project award. Bay West will issue an asbestos survey report within two weeks of the site assessment for the Site. If Asbestos is determined to be present at the site, Bay West will utilize the information as the basis for the abatement design portion of the project. Bay West will issue the design specification within two weeks of survey report being issued. The asbestos abatement contractor will then conduct the abatement in accordance with the asbestos abatement procedures in the design specification. At this phase the abatement contractor will take over or as discussed below Bay West can be retained at an additional cost for air monitoring, oversight and onsite sample analysis.

**Potential additional services**

For additional cost, Bay West can subcontract the asbestos abatement contractor to conducted the abatement in accordance with the asbestos abatement procedures in the design specification. During the abatement work, Bay West can provide an environmental technician who is experienced with abatement procedures and regulations and a licensed asbestos site supervisor. The technician will perform the following services in accordance with the design specification.

For additional cost, Bay West can perform the air monitoring & oversight during the course of the abatement in accordance with the design:

- Daily inspections of work areas
- Final Inspections of work areas
- Air sampling during and following friable asbestos-related work in accordance with MDH rules and regulations
- On-site air sampling/PCM analysis
- Documenting activities during the containerization and manifesting of asbestos containing waste
- Upon completion of the asbestos abatement work, Bay West will conduct a final walk-through to verify completion of all removals and will provide the client with an email stating that the structures are ready for demolition.
- Following the completion of the project, Bay West will generate a project closeout report summarizing the completion of the following: asbestos abatement.

For additional cost, Bay West also provides demolition and disposal services that could be utilized following the abatement of the Site.

**Unique Qualifications**

Summarize your team's unique qualifications for this Project and include any specialized or technical certifications that your firm or members of your firm may have:

As highlighted in our statement of interest, Bay West is able to perform the tasks involved in this project, providing greater control and flexibility for the Owner. Bay West is a Minnesota-incorporated business with nearly 50 years of experience performing environmental services. Bay West has an Asbestos Contractor License issued by Minnesota Department of Health. Our firm has established working relationships with multiple asbestos abatement and regulated waste contractors, landfills, as well as Minnesota Department of Health, Minnesota Pollution Control Agency, and other regulatory agencies. In addition, Bay West has established service agreements with accredited analytical laboratories who will support this contract, as needed.

Our range of services and experience—including environmental consulting, emergency response, waste characterization and disposal, and high-hazard industrial cleaning—allows us to handle almost any situation that presents itself during property investigation and development projects. All our technical staff are 40-hour OSHA-trained to perform work at hazardous waste sites and are experienced in personal protective equipment (PPE) Levels A, B, C, and D.

### COST ESTIMATE

A summary of the estimated costs for the proposed activities described above on a Lump Sum basis is as follows:

Task	Description	Estimated Costs
Task 1	Provide necessary Personal Protective Equipment to conduct work in a safe manner. Mold is present in the interior.	\$1,500.00
Task 2	Inspect all buildings located on parcel for suspected asbestos containing materials, collect and send samples into laboratory. Provide summary report of results to The City.	\$3,500.00
Task 3	If Asbestos must be abated, Prepare work specifications for Asbestos Abatement Contractors.	\$2,500
<b>Total Estimated Costs</b>		<b>\$7,500</b>

This cost proposal has been prepared based upon information currently available to Bay West and includes the tasks described above. Bay West will not exceed this cost estimate without prior approval of the Client via email. This cost estimate is valid for a period of 30 days from the date of this proposal and in accordance with the attached terms and conditions, and our fee schedule.

### ASSUMPTIONS

- Bay West will utilize Iowa's reciprocity with Minnesota to obtain Iowa asbestos certifications immediately upon selection and notification of award.
- Bay West LLC will be conducting a destructive asbestos inspection at the project site;
- Bay West LLC will collect and analyze up to 100 representative bulk samples of layers materials suspected of containing asbestos.
- A client representative will assist with building access and guidance to times certain areas can be inspected with little to no disruption;
- Our proposed scope of work is based on our understanding of the Site conditions, information provided by others, and our experience on similar projects.
- Bay West will not perform additional work (beyond the scope of work presented in this proposal) at the Site without prior approval by you.
- The work would be performed during normal business hours (7:00 am-5:30 pm) on normal business days (Monday through Friday);

### AUTHORIZATION

If this proposal is acceptable, please sign and return the attached Project Services Agreement via email to Scott Budahn at [sbudahn@baywest.com](mailto:sbudahn@baywest.com). We will sign the Project Services Agreement and return one copy for your files. Thank you for the opportunity on this project. If you have any questions or require further information, please contact me via telephone or email.

Respectfully Submitted,  
Sincerely,



Scott Budahn  
Project Manager  
(651) 895-3968  
sbudahn@baywest.com

Attachments:

*Personnel and Project Experience*  
*Project Service Agreement*

Client name, location, project title, client contact person, title, phone number, email address. (completed by A/E of record)	List team members (proposed for this project), cited in section 5 above, that worked on the project	Actual final completion date month/year	Total abatement or remediation contract amount	Project represents experience in:
<p>Minnesota Department of Administration, Real Estate and Construction Services  Hazmat Design for Vehicle Shop and Dairy House at Minnesota Correctional Facility – Faribault  Christopher McGhee  Project Manager  651-201-2390  <a href="mailto:Christopher.McGhee@state.mn.us">Christopher.McGhee@state.mn.us</a></p>	<p>Scott Budahn  Jeff Gordon  Amy Buckley  Ryan Doherty  Micaela Anderson  Aimee Peter</p>	<p>June  2024</p>	<p>\$282,985</p>	<p>Sampling and analysis of asbestos, lead based paint, and other regulated/hazardous materials prior to demolition of Vehicle Shop and Boiler/Dairy Hose structures. Hazmat Design. Oversight of asbestos abatement and lead based paint removal and stabilization. Removal of other regulated /hazardous materials prior to demolition and demolition of structures and site restoration.</p>
<p>Minnesota Department of Transportation  St. Paul, MN  Zimmerman Radio Tower Property Abatement and Oversight  Jackie Klein  Regulated Materials Specialist  651-296-3000  <a href="mailto:Jackie.klein@state.mn.us">Jackie.klein@state.mn.us</a></p>	<p>Jeff Gordon</p>	<p>September  2016</p>	<p>\$55,800  (consulting services)</p>	<p>The project included identification and removal of asbestos containing and other regulated materials including demolition and excavation activities. Please refer to attachment with project details</p>
<p>Castle Danger Brewery LLC  Two Harbors, MN  Castle Danger Brewery Expansion - Property Investigation and Remediation  Lon Larson  Owner  218-834-5800  <a href="mailto:lon@castledangerbrewery.com">lon@castledangerbrewery.com</a></p>	<p>Brandon Flaada  Rick Van Allen</p>	<p>August  2017</p>	<p>\$128,000</p>	<p>Site investigation of property prior to site development, removal and disposal of buried asbestos debris including oversight and final submittal report. Please refer to attachment with project details</p>



<p>Ramsey County St. Paul, MN Twin Cities Army Ammunition Plant Demolition, Investigation, and Remediation Oversight Larina DeWalt Redevelopment Manager 651-440-2879 Larina.DeWalt@co.ramsey.mn.us</p>	<p>Jeff Gordon Rick Van Allen</p>	<p>July 2016</p>	<p>\$605,000 consulting \$20 million remedaiton</p>	<p>Oversight, documentation, and reporting for Building Owner during demolition and excavation. Included investigative soil sampling and consulting. Please refer to attachment with project details</p>
<p>Clean Harbors Ames, IA Landfill Closure-Management of Soil with Asbestos Containing Debris Removal and Disposal Robert Cornwell Project Supervisor 570-825-8134 dangelo.anthony@cleanharbors.com</p>	<p>Jeff Gordon Brandon Flaada</p>	<p>September 2023</p>	<p>\$200,000</p>	<p>Bay West assisted with managing waste of an impoundment site, used as a construction laydown yard and parking lot, that was classified as containing asbestos containing debris. Bay West was contracted to manage the removal and disposal of the asbestos contaminated soil to eliminate the human health exposure pathway. The work included development and enforcement of the Asbestos Emissions Control Plan. Bay West completed removal and disposal of the soil in the 61,500-square-foot area of the landfill with identified with asbestos debris, asbestos removal oversight, and air monitoring during contaminated soil removal. Bay West collaborated with the project stakeholders and regulatory agencies to ensure work was conducted to meet requirements.</p>

<p>Andersen Windows  Bayport, MN  Building 31.2-Asbestos Abatement Project  Greg Zalesky  Industrial Hygienist  651-264-5150  Gregory.zalesky@andersencorp.com</p>	<p>Scott Budahn  Amy Buckley</p>	<p>September 2023</p>	<p>\$3,575</p>	<p>Bay West prepared the scope of work for the removal of asbestos containing pipe insulation in support of renovation activities at the facility. Bay West's project management responsibilities included contracting a licensed asbestos abatement contractor to complete the abatement, coordinating the scheduled work with facility personnel, and managing the project budget. Bay West personnel conducted on-site project oversight and air monitoring during abatement activities, including analysis of air samples and post abatement visual clearance. A final report was generated to include a summary of work completed, air monitoring results, daily logs, and contractor submittals.</p>
<p>Minnesota Department of Transportation  St. Paul, MN  MnDOT Anoka Truck Station Pre-Demolition Asbestos and Regulated Materials Assessment  Summer Allen-Murley  Regulated Materials Manager  651-366-3635  summer.allen@state.mn.usegulated</p>	<p>Scott Budahn  Jeff Gordon</p>	<p>July 2023</p>	<p>\$4,000</p>	<p>Bay West conducted pre-demolition assessment of the garage structure following regulatory and MnDOT requirements. Site work included inspection and sampling. A final report was generated for each parcel that included a summary of actions required detailing quantities and types of materials to be removed; summary of all asbestos and regulated wastes including quantities, location, and sample information; chain of custody forms and analytical results; structure location and floor</p>

<p>Minnesota Department of Transportation St. Paul, MN</p> <p>MnDOT Radio Tower Equipment Shelters Pre-Demolition Asbestos and Regulated Materials Assessment</p> <p>Summer Allen-Murley Regulated Materials Manager 651-366-3635 summer.allen@state.mn.us</p>	<p>Scott Budahn Jeff Gordon</p>	<p>September 2023</p>	<p>\$20,000</p>	<p>plans with sample locations; licenses and certifications including personnel conducting the assessment and laboratory accreditations; and photographs from the site</p> <p>Bay West conducted pre-demolition assessment of five structures following regulatory and MnDOT requirements. Site work included inspection and sampling. A final report was generated for each parcel that included a summary of actions required detailing quantities and types of materials to be re-moved; summary of all asbestos and regulated wastes including quantities, location, and sample information; chain of custody forms and analytical results; structure location and floor plans with sample locations; licenses and certifications including personnel conducting the assessment and laboratory accreditations; and photographs from the site</p>
<p>Washington County Public Works Stillwater, MN</p> <p>Pre-Demolition Asbestos and Regulated Materials Surveys - Two Properties</p> <p>Sharon Price Property Acquisition Manager 651-430-4391 sharon.price@co.washington.mn.us</p>	<p>Jeff Gordon Brandon Flaada</p>	<p>February 2023</p>	<p>\$8,500</p>	<p>Bay West conducted assessment of two parcels with multiple structures following regulatory and Washington County requirements. Site work included inspection and sampling. A final report was generated for each parcel that included a summary of actions required detailing quantities and types of materials to be removed; summary of all asbestos and regulated wastes including</p>

<p>Minnesota Pollution Control Agency Perham, MN NEED CLIENT INFORMATION</p>	<p>Scott Budahn Jeff Gordon Amy Buckley Taylor Vichorek</p>			<p>quantities, location, and sample information; chain of custody forms and analytical results; structure location and floor plans with sample locations; licenses and certifications including personnel conducting the assessment and laboratory accreditations; and photographs from the site.</p>
<p>Hennepin County Hennepin County Government Center P3 Fireproofing Abatement Chris McLinn Facilities Project Manager, Environmental Hennepin County 612-490-6349 <a href="mailto:christopher.mclinn@hennepin.us">christopher.mclinn@hennepin.us</a></p>	<p>Scott Budahn Amy Buckley Micaela Anderson</p>			<p>Pre-Demolition Inspection, Regulated Materials Abatement and Building Demolition Specification, and Project Bidding including recommendation of award.</p>

**Resumes of Key Personnel**

Provide brief resumes of key personnel expected to participate on this project. Limit resumes to only those personnel and specialists who will have major project responsibilities. Work completed while employed with other firm(s) may be included as long as firm name and location is identified. Add additional pages if necessary.

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
Scott Budahn	Overall Project Manager, Asbestos Design	Bay West	1	12	Bachelor of Business Administration, 2018  Master of Business Administration, 2019	<ul style="list-style-type: none"> <li>MDH &amp; DHS Asbestos Site Supervisor (#AS11776), 2011</li> <li>MDH &amp; DHS Asbestos Inspector (#AI11776), 2014</li> <li>MDH &amp; DHS Asbestos Project Designer (#AD11776), 2023</li> </ul>	Mr. Budahn has experience conducting building inspections for asbestos, lead, regulated materials and mold; overseeing asbestos abatement workers; and providing air monitoring for asbestos abatement. He has thorough experience in project management, field tasks, report preparation, coordination, scheduling, and communication with clients and the public.  Scott has experience with multiple asbestos pre-demolition and pre-renovation inspections including other regulated materials. 40-Hour Hazardous Waste Operations and Emergency Response Trained.
Ryan Doherty	Demolition Supervisor, Project Manger	Bay West	2	10	BS Environmental Science, 2012	NA	Mr. Sima has experience performing environmental field work including emergency response, industrial cleaning, excavations, demolition, and waste transportation/disposal. He has worked within a wide variety of industries including refineries, chemical manufacturing, railroads, pipeline, manufacturing and transportation. Over the last 6 years, his primary role has been managing projects and operations within the environmental industry. Josh has extensive experience with heavy machinery. He is also 40-Hour HAZWOPER trained.
Jeff Gordon	Reg. Mats Spec, Landfill coordination	Bay West	23	23	BS Biology, 1999	(CHMM), #12495, 2004	Mr. Gordon has extensive experience in management of regulated waste removal projects, including waste characterization, transportation, and disposal.

	and waste characterization								He is also 40-Hour HAZWOPER trained.
Amy Buckley	Senior Technical Review	Bay West	1	33		Environmental Chemical Technology Certificate, 1990	NA	Ms. Buckley has 28 years of experience in industrial hygiene, safety, program development, and project management. Experience with a wide range of environmental health and safety programs including asbestos, lead, indoor air quality, microbial, OSHA compliance, and safety management systems. Focused on safety and quality in delivering results that exceed client expectations.	
Taylor Vichorek	Equipment Operator	Bay West	1	4	GED, 2006	MDH Asbestos Inspector, (5LM10252310I), 2023  MDH Asbestos Site Supervisor (5LM12152304SI), 2023	Mr. Vichorek has experience with industrial oversight activities, including operation and maintenance, soil excavations, utilizing various industrial clean up techniques; delineation and planning for impacted soils of various hazardous and non-hazardous materials. He has performed air, soil, and groundwater sampling. Has performed and managed Phase I ESAs, Phase II Assessments, and asbestos sampling. He is 40-Hour HAZWOPER trained.		
Brandon Flaada	Asbestos Inspector	Bay West	14	26	BS Hydrogeology/ Environmental Geology, 1997	Asbestos Inspector (MN #AI9574), 2023	Mr. Flaada has 26 years' experience performing environmental field work including water and soil sampling; PCB, lead, and asbestos bulk sampling; Phase I and Phase II ESAs including historical data research and analysis; drilling oversight; excavation oversight; and dredging oversight. He has performed numerous pre-renovation and pre-demolition asbestos and regulated waste inspections and written the summary reports. He has served as field lead/site supervisor on numerous investigations at petroleum, metals, and solvent contaminated sites for private, commercial, state, and federal clients, and has experience on emergency response teams. He is 40-Hour HAZWOPER trained.		

Rick Van Allen, PG	Senior Technical Manager	Bay West	13	29	BS Geology, 1993	<ul style="list-style-type: none"> <li>• Certified Professional Geologist, MN (#40404), 2000</li> <li>• MN Asbestos Inspector (#AI9055), 2002</li> <li>• MN Asbestos Management Planner (#AM9055), 2008</li> </ul>	<p>Mr. Van Allen is Bay West's Shared Services Program Manager and has 29 years of experience completing environmental due diligence projects (Phase I and Phase II) including several corridors in the Twin Cities metro for the City of Minneapolis and MnDOT. He has maintained his Minnesota asbestos inspector and management planner licenses for 20+ years and has completed or managed staff conducting regulated materials inventories and asbestos inspections on properties ranging from small residential homes to 100+ year old manufacturing facilities with numerous additions.</p>
Micaela Anderson	Environmental Technician	Bay West	2	0		<p>MN/WI Asb. Sup. Asp. Inspector Air Monitoring</p>	<p>Ms. Anderson has experience conducting building inspections for asbestos, lead, regulated materials and mold; overseeing asbestos abatement workers; and providing air monitoring for asbestos abatement. She has thorough experience in, field tasks, report preparation, coordination, scheduling, and communication with clients and the public. Micaela has experience with multiple asbestos pre-demolition and pre-renovation inspections including other regulated materials. She is 40-Hour HAZWOPER trained.</p>
Aimee Peter	Environmental Technician	Bay West	1	0		<p>MN Asb. Sup. Asp. Inspector Air Monitoring</p>	<p>Ms. Peters has experience conducting building inspections for asbestos, lead, regulated materials and mold; overseeing asbestos abatement workers; and providing air monitoring for asbestos abatement. She has thorough experience in, field tasks, report preparation, coordination, scheduling, and communication with clients and the public. Aimee has experience with multiple asbestos pre-demolition and pre-renovation inspections including other regulated materials. She is 40-Hour HAZWOPER trained.</p>

**PROJECT SERVICE AGREEMENT for Project # P240742**

This Agreement, made and entered into this \_\_\_\_ day of July, 2024, by and between The City of Independence, IA (“Client”), and Bay West LLC (“Bay West”). *NOW, THEREFORE*, in consideration of the foregoing and the mutual undertakings that follow, the parties agree as follows:

**1. Scope of Work**

- The scope of work will be based on the written and/or verbal work orders of Client, its agent(s) and/or representative(s) to Bay West. Bay West shall provide labor and materials and furnish specialized services and equipment to the extent required to perform Client’s requested services in a workman-like manner. The services that Bay West may be requested to perform include, without limitation, the following:
- Review available documentation provided by current owner with regard to asbestos-containing materials (ACM). Existing sample data provided by current owner was utilized, where possible, to determine the presence or absence of ACM.
- Visually examine accessible areas and identify the locations of suspect asbestos containing materials (ACM).
- Collect and analyze representative bulk samples of materials suspected of containing asbestos. Examples of materials to be collected for analysis include, but are not limited to: floor tile, linoleum flooring, wall and ceiling plaster, suspended and acoustical ceiling tile, sheetrock, thermal system insulation, textured ceiling material and fireproofing.
- Assign a hazard rating based on asbestos content with respect to the materials condition, friability, accessibility, and hazard potential.
- Document the various materials current conditions and estimated quantities of ACM based on visual observations.
- Generate a final report, documenting the sample locations, analysis results, conditions, and ACM estimated quantities.
- The Bay West personnel conducting the inspection are fully accredited asbestos inspectors, in accordance with state and federal regulations. Asbestos analysis will be performed by a laboratory that is accredited for polarized light microscopy (PLM) asbestos bulk sample analysis by the National Institute of Standards and Technology’s (NIST) National Voluntary Laboratory Accreditation Program.

Client may provide a detailed scope of work as described below:

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- 1.2 Bay West shall make its own determination as to the precautions appropriate for any material, but Bay West shall accept Client’s determination in a particular situation that a material is hazardous and shall handle it accordingly, whether or not Bay West agrees the particular material involved meets the definition of hazardous under applicable laws and regulations.

**2. Term and Termination**

- 2.1 This Agreement shall be in effect until otherwise terminated. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days’ prior written notice to the other party; provided, however, any outstanding Order(s) shall remain in full force and Bay West shall complete the work on such Order(s). Upon termination, Client shall pay for all services completed by Bay West in accordance with this paragraph. In addition, either party may terminate this Agreement immediately if the other party becomes insolvent, has a trustee or receiver appointed for any of its assets, makes an assignment for the benefit of creditors, or has a bankruptcy petition filed by or against it.



**3. Compensation**

- 3.1 Client agrees to pay Bay West for the Services in accordance with the Fee Schedule and/or Proposal attached to this Contract as Exhibit A. Costs are meant to include subcontractors and all disbursements of every kind that Bay West is called upon to make in the execution of this Contract. Changed conditions or additions to the scope of work will be subject to change orders providing for additional compensation in accordance with the terms of this section.

Exhibit A (check appropriate box):

- Emergency Response Fee Schedule  
 Standard Fee Schedule  
 Other \_\_\_\_\_

**4. Payment and Security**

- 4.1 While performing services pursuant to an Order, Bay West shall submit invoices and any applicable supporting documentation on a periodic basis. Payment shall be due within thirty (30) days from the invoice date. Interest at the rate of 1.5% per month shall accrue on any outstanding principle balance on invoices remaining unpaid commencing 30 days after the date of invoice.

- 4.2 Bay West understands that our Clients often pursue cost recovery actions for emergency response activities with their insurance company or other third parties. Please note, however, that Bay West requires payment within the aforementioned 30-day period regardless of whether the Client pursues cost recovery via a third party. If Client disputes Bay West's determination for the compensation due in an invoice, the undisputed portions shall be paid to Bay West within the thirty (30)-day payment period, and Client shall inform Bay West in writing within said thirty (30)-day payment period of the items and amounts in dispute. If Client and Bay West are unable to resolve the disputed items, the dispute shall be submitted to mediation as hereinafter provided. No portion of the compensation set forth in the invoice for payment shall be retained by Client for any reason or on account of any claim, set-off, or security. Client agrees to pay interest at the rate of 1.5% per month of any invoice amount unpaid thirty (30) days after the invoice date.

- 4.3 Bay West reserves the right to cease any further work for Client in the event any Bay West invoice is not paid within thirty (30) days of the date of the invoice.

- 4.4 In the event Bay West is not paid within thirty (30) days after the invoice, Bay West may recover all costs of collection, including, without limitation, actual attorneys' fees, costs of investigation, filing fees, and any other cost or fee incurred in recovering the amount due.

**4.5 PRELIEN NOTICE:**

**(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.**

**(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.**

- 4.6 Client understands and agrees that by Bay West not requiring Client to pre-pay for its services, Bay West is extending credit to Client. As a condition of this extension of credit, Client agrees to promptly and completely complete the Credit Application Form attached hereto as Addendum A; and to execute and deliver to Bay West the Security Agreement attached hereto as Addendum B.

**5. Independent Bay West**

- 5.1 Bay West is and shall be an independent contractor in performing the services and shall not act as an agent or an employee of Client. Bay West shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, insurance and taxes, if any. Bay West shall not have any right or authority to make any representation or to assume or create any obligation, express or implied, on behalf of Client.

**6. Permits, Documentation, Records, and Audit**

- 6.1 Upon request, Bay West shall submit to Client copies of all applicable licenses, permits and approvals issued by any governmental authority to Bay West necessary for performance of the work.
- 6.2 Upon request, Bay West shall provide Client with copies of all documents relating to the services performed.
- 6.3 Bay West shall maintain complete, true and correct records in connection with each service performed and all transactions relating to each service. Bay West shall retain all such records for five (5) years after each Order has been fulfilled or for any longer period of time required by law.

**7. Representations**

7.1 Bay West represents as follows:

- a) Bay West has the capability, experience, and means necessary to perform the services contemplated by this Agreement. Services will be performed using personnel, equipment, and material qualified and suitable to do the work requested.
- b) Techniques for investigating, mitigating, or remediating hazardous, toxic, radioactive, pollutant, or irritant conditions are rapidly evolving and new solutions are continually being developed. Likewise, the standards and regulations being imposed by various government entities are subject to rapid and continuing change. Given this dynamic situation, Bay West will perform the Work consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF DFEHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS MADE RESPECTING THIS AGREEMENT OR THE EQUIPMENT, DOCUMENTATION, REPORTS, AND SERVICES TO BE PROVIDED HEREUNDER, OR THE DELIVERY, USE, OR PERFORMANCE THEREOF.
- c) Sampling procedures employed by Bay West during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. Bay West may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, Bay West cannot warrant, represent, or certify the non-existence or non-presence, or the extent of existence or presence, of conditions or materials, and Client's obligations under this Agreement will not be contingent upon Bay West's delivery of any warranties, representations, or certifications.
- d) If requested to provide recommendations for transport, treatment or disposal of wastes, Bay West agrees to recommend only facilities recognized by the U.S. Environmental Protection Agency and the appropriate State jurisdiction as having all necessary licenses and permits.

7.2 Client represents as follows:

- a) Where an Order includes coordinating transportation or disposal of waste belonging to Client, Client will provide Bay West with all known relevant information in its possession concerning the composition, quantity, toxicity or hazardous properties of such waste for which services are requested. Client is and at all times shall remain responsible for the accuracy of information transmitted to Bay West or to the disposal facility or both regarding the composition of the waste unless the information originates with Bay West, and Client will notify Bay West at all times of any new information not previously transmitted regarding the composition of such waste.
- b) If Bay West determines that the information provided it by Client differs from the actual characteristics of the waste, Bay West shall promptly notify Client of that fact, and the waste involved shall be regarded as non-conforming material. Client and Bay West shall endeavor to agree upon a lawful manner for the disposition of the non-conforming material, and if they are unable to reach an agreement, the non-conforming material will be returned to Client or its designee, and Client shall bear the cost of returning the material.
- c) Client shall retain title to its waste until such waste is accepted by a disposal facility. Whether or not accepted by a disposal facility, any waste rejected by a disposal facility will cause title to such waste to remain with Client.
- d) Any disposal facility selected shall have been selected by Client, and Bay West's services in connection with recommending a disposal facility and arranging for the use of such facility for the disposal of Client's waste shall not be deemed as constituting management of Client's waste by Bay West nor the selection of the disposal facility by Bay West. Nothing herein will be construed or interpreted as requiring Bay West to assume the status of generator, storer or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended, or within any state statute governing the treatment, storage, or disposal of waste.

- e) Client will obtain access to any site including any third-party property necessary for Bay West to perform the Services.

**8. Assignment**

- 8.1 Neither party shall assign this Agreement without the prior written consent of the other. Bay West may upon giving notice to client subcontract portions of this work as customary.

**9. Indemnification/Damages**

- 9.1 Bay West shall, only to the extent covered by any existing insurance policy, indemnify and hold harmless the Client and its agents and employees from and against claims, damages, losses and expense, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to our destruction of tangible property (other than the work itself) including loss of use resulting therefor, but only to the extent caused in whole or in part by negligent acts or omissions of Bay West, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This paragraph shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this subsection.

- 9.2 Client agrees to indemnify and hold harmless Bay West and its officers, directors, employees, and agents, from and against any and all losses, damages, claims, liabilities, costs, and expenses, including reasonable legal fees to the extent caused by (a) the negligence or willful misconduct of Client or (b) the selection of the disposal facility, the profiling of waste, or the strict liability arising as a result of the performance of the Services unless Bay West has acted negligently in performing the Services.

- 9.3 Client recognizes that certain federal, state, or local laws or regulations provide that where multiple parties are considered responsible for any hazardous, toxic, radioactive, pollutant, or irritant condition ("Condition") each may be held liable for the Condition under the doctrines of joint and several liability or strict liability. Client agrees that it is not the purpose of this Agreement that Bay West be exposed to any liability arising out of any pre-contract Condition at the Site, the activities of others, or the non-negligent performance by Bay West of the Work. Accordingly, Client waives any claims and agrees to indemnify, defend, and save harmless Bay West, its agents, employees, or subcontractors from any demands, suits, judgments, expenses, attorney fees, and losses by reason of any injury to persons, death, or damage to property arising in connection with any Condition at the Site. This obligation exists irrespective of whether the Condition was generated or introduced before or after the execution of this Agreement or whether Client was aware of or involved in the generation or introduction of the Condition. This obligation does not apply to any Condition brought to the Site by Bay West or to the extent Bay West negligently contributed to any Condition.

- 9.4 Client and Bay West each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of profits) sustained by the other, its successors or assigns.

- 9.5 Nothing herein will be deemed a waiver of any statutory limitation of liability or any obligation set out in this Agreement.

- 9.6 Bay West's liability for claims by the Client will not exceed the total sum of \$100,000.00 or the total payments received from the Client for the Work, whichever is greater.

**10. Insurance**

- 10.1 Upon request of Client, Bay West shall furnish to Client copies of insurance certificates evidencing that. Bay West maintains statutory and/or appropriate insurance coverages for the following categories: Worker's Compensation, Employer's Liability, Automobile Liability, Commercial General Liability, Professional Liability, and Contractor's Pollution Liability.

**11. Confidentiality**

- 11.1 Client shall treat as confidential, information and data furnished to Client in connection with this Agreement by Bay West marked "Confidential" that relate to Bay West's technology, formulae, procedures, processes, inventions, and computer programs. Client shall not disclose the confidential information to any unaffiliated third party.

- 11.2 In the course of performing services under this Agreement, Client may disclose to Bay West, or Bay West may otherwise acquire, business or technical information Client considers confidential or proprietary. Bay West will maintain in confidence all such information and will not disclose the information to others. Bay West will further maintain in confidence the details of the work it is performing for Client specifically including the type of service being performed and the materials being handled, except as otherwise required by law or waived in writing by Client. Bay West will not use any of the above information for any purpose other than the performance of services

for Client. Upon Client's request, Bay West shall return all reports, drawings, plans and other documentation furnished to Bay West by Client, and any copies thereof. Bay West may, however, retain one copy of any document prepared by or furnished to Bay West in connection with the performance of services under this Agreement in the files of its legal department for record purposes only.

- 11.3 Nothing contained in this Agreement shall prevent either Client or Bay West from disclosing to others or using in any manner information which (a) was known to the receiving party before disclosure by the other party, (b) is part of the public domain or becomes part of the public domain through no act or omission of the receiving party, or (c) has been or is furnished to the receiving party by a third party, other than one acting directly or indirectly for or on behalf of Client or Bay West, who is not under an obligation of confidentiality to the disclosing party.
- 11.4 In the event either party is required by a court or governmental authority to disclose any information received from the other party that is deemed by this Agreement to be confidential, the receiving party shall give prompt written notice to the other party, if possible, and allow the other party the opportunity to resist the disclosure.

## **12. Force Majeure**

- 12.1 Neither party shall be deemed in breach of this Agreement to the extent that a delay or failure in the performance of its obligations results from any cause beyond its reasonable control. Such causes include acts of God, war, riot, fire, explosion, accident, adverse weather conditions, strikes, lack of adequate supplies or transportation, impacts of pandemic, labor or workforce shortages, and acts of governmental authorities (including but not limited to a declaration of a state of emergency).
- 12.2 The party asserting a right to suspend performance under this Agreement due to a force majeure cause shall promptly notify the other party of the cause, the performance suspended, and the anticipated duration of the suspension.
- 12.3 Upon receipt of the notice set forth in Section 12.2, the party who received the notice may elect to (a) terminate the affected service or any part thereof or (b) suspend the affected service or any part thereof for the duration of the force majeure condition. In the latter event, performance shall be resumed once the force majeure condition ceases. Unless written notice is given by the non-affected party within thirty (30) days after being notified of the force majeure condition, the party shall be deemed to have elected option b. In the event the non-affected party chooses or is deemed to have chosen option b, it may at any time thereafter terminate the affected service or any part thereof upon fifteen (15) days' notice.

## **13. Utilities**

- 13.1 Bay West will take reasonable precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury to subterranean structures or utilities. However, Bay West may reasonably rely on Project Information and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Bay West has proceeded with reasonable precautions and in reliance on that information.

## **14. Use of Reports and Records**

- 14.1 Reports and Records generated under this Agreement in associations with the performance of the services will be intended for a specific purpose and directed to persons and entities specifically stated in the report or record. Upon payment, Client will become the owner of those reports and records, but they should only be used in connection with the intended use. Any other use or distribution to third parties not specifically named in the Report or Record shall be at Client's sole risk. Client agrees to indemnify, defend and hold Bay West harmless from any and all claims, damages, and costs arising out of Client's use of any Report or Record for any purpose other than intended or the distribution to any third parties not specifically named in the Report or Record.

## **15. Mediation**

- 15.1 The construction of this Agreement and any controversies, claims, disputes, or litigation arising from or related to work to be performed under an Order are governed by the laws of the state of Minnesota. All litigation shall be commended in the courts of Ramsey County, Minnesota or the United States Federal District Court for the District of Minnesota, and the parties hereby agree that venue in those courts is exclusive and proper.
- 15.2 In the event of a dispute, the parties agree that as a condition precedent to instituting litigation they will submit the dispute to non-binding Mediation. In the event that the requirement of mediation will allow the applicable statute of limitations to expire, the party pursuing the dispute may serve the demand for mediation with the Summons and Complaint.
- 15.3 If either party demands that a dispute be resolved through mediation, a notice of demand for mediation shall be presented to the other party, in writing with an explanation of the dispute. A mediator shall be mutually agreed

upon within thirty (30) days of receipt by the non-demanding party of the notice of demand for mediation. If a mediator cannot be mutually agreed upon by such date, either party may request the appointment of a mediator by the American Arbitration Association.

- 15.4 The costs of mediation shall be borne equally by both parties unless the parties at mediation agree to an alternate distribution.
- 15.5 In no event shall a demand for mediation be made after the date in which institution of legal or equitable proceedings based upon such a dispute would be barred by the applicable statute of limitations.
- 18.3 15.6 The Contractor retains the right to file, perfect and enforce construction or mechanics liens against the Property. In such a case, the Contractor may commence any necessary Court action as required by applicable law where the claim arises to enforce the lien. The parties agree that the Court shall, if allowed by law, refer the matter to mediation under this contract.

**16. Entire Agreement**

- 16.1 No waiver of or failure to enforce any term of this Agreement shall affect or limit a party's right thereafter to enforce and compel strict compliance with every term.
- 16.2 The headings in this Agreement are for the purposes of convenience and ready reference only and shall not be deemed to expand or limit the particular sections to which they pertain.
- 16.3 In the event any part of this Agreement shall be judged invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
- 16.4 This Contract represents the entire understanding and agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the subject matter hereof. In no event shall any other terms or conditions found on a purchase or work order or similar document, or any Contractor document be considered an amendment or modification of this Contract. This Contract shall inure to the benefit of and be binding upon the parties and their successors-in-interests and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month, and year set forth in the first paragraph.

**CLIENT**

**BAY WEST LLC**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Typed Name)

By: \_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Authorized Signer's title)

Its: \_\_\_\_\_  
(Authorized Signer's title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_