

PLANNING AND ECONOMIC DEV COMMITTEE

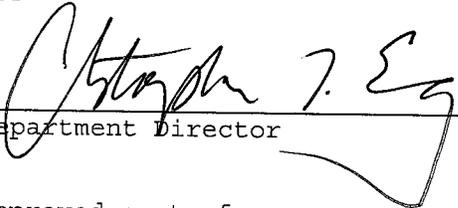
14-0186R

RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BARR ENGINEERING COMPANY RELATED TO THE ENVIRONMENTAL SITE INVESTIGATION OF THE FORMER DWP RAILROAD SITE REDEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$61,000.

CITY PROPOSAL:

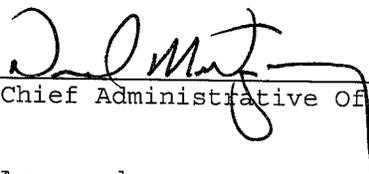
RESOLVED, that the proper city officials are authorized to enter into an agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with Barr Engineering Company, for professional services related to the environmental site investigation of the former DWP railroad site redevelopment in an amount not to exceed \$61,000, payable from Fund 255-020-5319 (economic development, planning, other professional services).

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

BD/ATTY RL:de 04/07/2014

STATEMENT OF PURPOSE: This resolution authorizes Barr Engineering Company (Barr) to provide professional environmental services to the city for work associated with the former DWP site redevelopment.

This 55-acre former DWP rail yard is located in West Duluth within the Keene Creek and 62nd Avenue West Creek sub-watersheds, and within the St. Louis River Area of Concern (AOC) and roughly forms the end points of Redruth, Raleigh, Polk, Main, Nicollet, and Roosevelt Streets (site GPS Coordinates are: (-92.19050, 46.73140), (-92.18083, 46.73813), (-92.18014, 46.73684), (-92.18525, 46.73154), (-92.19001, 46.73039)). The property was acquired by MnDOT several decades ago when they constructed I-35. Subsequent to the interstate construction, the city and MnDOT engaged in numerous conversations about the city's potential acquisition of the property, which was not needed for the interstate. Over the years, MnDOT invested significant money towards environmental remediation of the site and, in 2011, received "No Further Action" from the MPCA for bringing the site to an *industrial* standard. Such level of cleanup does not, however, provide the city with a site that is site-ready for residential or recreational uses.

The Parks Master Plan calls for the construction of youth athletic practice fields in western Duluth and the Trails Master Plan calls for expanded trails and ancillary facilities; this location is well-suited for both but again, additional contamination cleanup would be necessary for that end-use. In order for the city to consider accepting conveyance of this property from MnDOT, further environmental assessment, and the development of a Response Action Plan (RAP) needs to be done and reviewed on behalf of the City by the MPCA. This contract with Barr will accomplish this necessary step. It is fully-funded by the city's 2011 EPA Hazardous Materials Assessment grant award; Barr is one of three firms short-listed to perform work for the city under that EPA grant.

AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES

BARR ENGINEERING COMPANY & CITY OF DULUTH

THIS AGREEMENT, entered into this _____ day of _____, 2014, by and between the CITY OF DULUTH, hereinafter referred to as "City," and BARR ENGINEERING COMPANY, located at 332 West Superior Street, Duluth, Minnesota 55802, hereinafter referred to as "Service Provider," for the purpose of rendering services to City.

WHEREAS, City desires to utilize Service Provider's professional services related to the environmental site investigation of the former DWP railroad site;

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

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

I. Services to be Performed.

Service Provider will provide the services identified in its proposal dated March 28, 2014, attached hereto as Exhibit "A." In the event of any conflict between the terms and conditions of the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

II. Compensation.

It is agreed between the parties that the Service Provider's maximum compensation for services provided herein shall not exceed Sixty-one Thousand Dollars (\$61,000), payable from Fund 255 (economic development). All bills for services rendered shall be submitted monthly to the City's Manager of Business Resources (the "Manager"). Fees shall be billed at the rates set forth in the fee schedule attached hereto as part of Exhibit A.

III. General Terms and Conditions.

1. Qualifications. Service Provider represents that it is qualified and willing to perform the services set forth herein.
2. Amendments. Any alterations, variations, modifications or waivers of terms

of this Agreement including contract price shall be binding upon City and Service Provider only upon being reduced to writing and signed by a duly authorized representative of each party.

3. Assignment. Service Provider represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the Manager.
4. Data and Confidentiality.
 - a. City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
 - b. All reports, data, information, documentation and material given to or prepared by Service Provider pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from City.
 - c. All notes, reports, records and other data prepared under this Agreement shall become the property of City upon completion or termination of the services of Service Provider. Any reuse of notes, reports, records or other data for anything other than its intended purpose will be at City's sole risk and without liability or legal exposure to Service Provider.
5. Records and Inspections.
 - a. Establishment and Maintenance of Records.

Records shall be maintained by Service Provider in accordance with requirements prescribed by City and with respect to all matter covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
 - b. Documentation of Costs.

Service Provider will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts,

vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

c. Reports and Information

Service Provider shall provide to the Manager monthly reports detailing the services provided in the previous month. Service Provider shall be responsible for furnishing to the Manager any other records, data and information she may require pertaining to matters covered by this Agreement.

d. Audits and Inspections

Service Provider shall ensure that at any time during normal business hours and as often as City may deem necessary, there shall be made available to City for examination, all of its records with respect to all matters covered by this Agreement. Service Provider will also permit City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

6. Standard of Performance.

Service Provider agrees that all services to be provided to City pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for the provisions of services of this type.

7. Contract Period.

This Agreement shall commence upon the execution by the parties hereof and the performance of the services to be provided hereunder shall be completed on or before July 31, 2014. Notwithstanding the above, the term of the Agreement may be extended upon the prior written approval of the Manager.

8. Termination of Services

City may, by giving written notice specifying the effective date thereof,

terminate this Agreement in whole or in part, with or without cause. In the event of termination, all property and finished or unfinished documents, materials, and other writings prepared by Service Provider under this Agreement shall be promptly delivered by Service Provider to City at the address provided in Paragraph 12. Service Provider shall be entitled to compensation for the performance of any unreimbursed services properly performed by it prior to the date of termination.

9. Independent Contractor.

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Service Provider as an agent, representative or employee of City for any purpose or in any manner whatsoever. Service Provider and its employees shall not be considered employees of City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Service Provider's employees while so engaged, and any and all claims whatsoever on behalf of Service Provider's employees arising out of employment shall in no way be the responsibility City. Except for compensation provided in Section II of this Agreement, Service Provider's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A (Public Employees Retirement Association). Further, City shall in no way be responsible to defend, indemnify or save harmless Service Provider from liability or judgments arising out of Service Provider's intentional or negligent acts or omissions of Service Provider or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status

in any dispute arising out of this Agreement.

- c. Service Provider expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

10. Indemnity.

Service Provider agrees to defend, save harmless, and indemnify City, its agents, and employees from any loss, cost, charge, or damage of whatsoever nature or kind arising out of, or as a result of, the performance of the work by the Service Provider, its employees, agents, or subcontractors.

11. Insurance.

- a. Service Provider shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.

- (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names City as an additional insured.

- (3) Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days notice prior to any cancellation or modification shall be required; and in such event, Service Provider agrees to provide City with either evidence of new insurance coverage conforming to the provisions of this

paragraph which will provide unbroken protection to City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

- (4) City shall be named as Additional Insured under the Public Liability and Automobile Liability, or as an alternate, Service Provider may provide Owners-Contractors Protective policy, naming himself and City. Service Provider shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Service Provider to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. City does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.
- (5) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against City.
- (6) The use of an "ACORD" form as a certificate of insurance shall be accompanied by two forms - (a) ISO Additional Insured Endorsement (CG-2010 pre-2004) and (b) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

- b. The insurance required herein shall be maintained in full force and

effect during the life of this Agreement and shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

- c. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with City during the term of this Agreement.
- d. City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Service Provider.
- e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Agreement without at least 30 days advanced notice being given to City.

12. Notices.

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to City as follows: City of Duluth, 402 City Hall, Duluth, Minnesota 55802, Attn: Manager Business Resources; and addressed to Service Provider as follows: BARR Engineering Company, 332 West Superior Street, Duluth, Minnesota 55802, or to such other persons or addresses as the parties may designate to each other in writing from time to time.

13. Laws, Rules and Regulations.

Service Provider agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America including but not limited to the U.S. Environmental Protection Agency (the "EPA"), the State of Minnesota including but not limited to the Minnesota Pollution Control Agency, and the City of Duluth with respect to their respective agencies which are applicable to its activities under this Agreement.

14. Choice of Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the Laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, Litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

15. Severability.

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

16. Entire Agreement

This Agreement, including Exhibit A, constitutes the entire Agreement between City and Service Provider and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH

BARR ENGINEERING COMPANY

By _____
Mayor

By _____
Company Representative

Attest _____
City Clerk

Title of Representative

Countersigned:

City Clerk

Approved as to form:

City Attorney

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March 28, 2014

Ms. Heidi Timm-Bijold
City of Duluth
City Hall, Room 402
411 West First Street
Duluth, MN 55802

**Re: Scope for Environmental Site Investigation
Former DWP Railroad Site Redevelopment
Duluth, Minnesota**

Dear Ms. Timm-Bijold:

Thank you for retaining us to conduct work on the Former DWP Redevelopment project. We understand the following scope and budget are between the City of Duluth and Barr Engineering Company (Barr).

This cost estimate has been prepared on the basis of Barr's experience, qualifications and knowledge of the DWP site and our understanding of the proposed scope of the development project. The cost estimate is based on the project-related information available at the time of this communication. The following scope and associated budgets reflect the activities requested by DEDA in recent discussions. Barr will bill its services on a time and materials basis in accordance with its current fee schedule (attached). In the event that the actual costs are not in-line with the estimated costs, Barr will communicate this to you before exceeding the estimated budget. Since we have no control over the cost of labor, materials, equipment or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Barr cannot and does not guarantee that proposals, bids, or actual costs of subcontractors will not vary from this cost estimate.

1. Task 1 Project Planning and Meetings, \$7,000

Barr will participate in meetings and other communication with the DEDA, City of Duluth, the project landscape architect/planner and regulatory agencies to identify the project objectives and scope and to communicate investigation results.

2. Task 2 Sampling and Analysis Plan, \$7,000

Barr will prepare a Sampling and Analysis Plan (SAP) for the DWP redevelopment as required by the EPA for use of their grant funding. The SAP will be written to comply with the EPA's requirements and will include elements such as an introduction, investigation approach, data quality objectives, QA/QC, and reporting as well as accompanying figures and tables. It is assumed that the EPA will not have significant changes that will need to be addressed (no more than two hours of effort to finalize) after the SAP is submitted.

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3. Task 3 Field Work, \$29,000

Although the specific need for, or scope of, supplemental investigation work has not been defined at this time, it is assumed that some data gaps will be identified during the work of Tasks 1, 2 and 4; requiring additional data be collected. This task is planned address the likely project data needs. For planning purposes, we assume that a Geoprobe soil sampling investigation will be performed by Barr. Projected costs assume that: the investigation will take 4 days to complete; that Geoprobe subcontractor costs will be \$10,000; and that analytical soil sample laboratory costs will be \$5,000. It is assumed that the Geoprobe contractor and laboratory are subcontracted by Barr.

In addition, the following tasks are also included: development of an OSHA-required Project Health and Safety Plan (PHASP) including a safety review, subcontractor bid requests and contracting, and preparation and submittal of a MPCA-required Stormwater Pollution Prevention Plan (SWPPP).

As part of this task, a brief technical memo will be submitted to the EPA following the completion of this work. The technical memo will include a short summary of the field work performed with tables and figures showing laboratory results and sampling locations as attachments. The technical memo will not include such elements as site history, conclusions, recommendations, or analysis of the data. It is assumed that the EPA will not have significant changes that will need to be addressed (no more than two hours of effort to finalize) after technical memo is submitted.

4. Task 04 VRAP Preparation, \$18,000

Barr will prepare a Voluntary Response Action Plan (VRAP) as required by MPCA VIC. This task assumes that the plan will address the management of soil impacts through typical environmental measures such as consolidation with capping; as well as some targeted removal and off-site disposal. This task will include evaluation of soil management options and grading plans with the City staff and LHB team members. We also understand there may be consideration given to potential import soil for use in grading, landscaping and capping. The VRAP will include a section on required Environmental Construction Contingency plans specific to the site and development work. We assume the Client will review the draft plan within one week of its submittal; and that Barr will finalize the plan based on one set of edits requiring up to 8 hours to complete. One plan will be prepared and submitted to the MPCA VIC for review and approval.

5. Task 5 MPCA VIC Costs (not billed through Barr), \$3,000

This task exists as a placeholder for MPCA VIC program costs that will be billed directly to DEDA.

Budget

The estimated budget for completion of the described work is as follows:

Task 1 – Project Planning and Meetings	\$7,000
Task 2 – Sampling Plan and Analysis Plan	\$7,000
Task 3 – Field Work	\$29,000

Task 4 – VRAP Preparation **\$18,000**

Task 5 – MPCA VIC Costs **\$3,000***

Budget Estimate Total: **\$64,000**

*[*this budget line item is not a Barr cost, it will be billed directly to the City]*

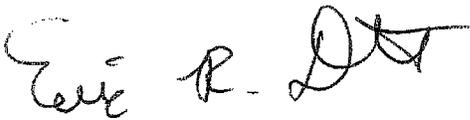
Please note that in our experience, individual task and subtask budgets are estimates and the specific allotment or break-out of budget between tasks and subtasks may vary from the estimated amounts. As noted above we will provide on-going status reports regarding scope and budget during the project implementation. As the project evolves it will be important to remain in close communication with Barr regarding our progress reporting regarding actual field conditions and anticipated costs. Because of the uncertainties, it is likely that we will need to seek your direction at frequent intervals, on choices regarding scope, schedule or budget as the project progresses.

This scope of work and your authorization of the scope will remain in effect for the duration of the services unless earlier terminated by either you or us. The estimated schedule for the services is upon a signed contract date through December 31, 2014. We will inform you of our progress by regular email or phone conversations.

We understand you have the authority to direct us. We will direct communications to you at the address on this letter. Direction should be provided to me at the letterhead address.

If this proposed scope and budget is satisfactory, please provide a work authorization approving the proposed scope and budget. If you have any questions or comments, please feel free to contact me at (218) 529-8234 or by email at edott@barr.com or contact Sheryl Filby Williams at (218) 529-8211.

Sincerely yours,



Eric Dott, P.G.
Vice President
Barr Engineering Co.

Enclosures:



Fee Schedule—2014

Rev. 01/01/14

Description	Rate* (U.S. dollars)
Principal	\$120-230
Consultant/Advisor	\$155-220
Engineer/Scientist/Specialist III.....	\$125-150
Engineer/Scientist/Specialist II.....	\$95-120
Engineer/Scientist/Specialist I.....	\$65-90
Technician III.....	\$125-150
Technician II.....	\$95-120
Technician I.....	\$50-90
Support Personnel II	\$95-170
Support Personnel I	\$50-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

Reimbursable expenses including, but not limited to, the actual and reasonable costs of transportation, meals, lodging, parking costs, postage, and shipping charges will be billed at actual cost. Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules. Mileage will be billed at the IRS-allowable rate.

Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

*Rates do not include sales tax on services that may be required in some jurisdictions.



Rental Equipment Rate Schedule—2014
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/14
 Sheet 1 of 7

Description

(U.S. dollars)

	Rate	Unit
Non-Expendable Equipment		
Air Quality		
Air-Cooled M5 Probe/Oven Assembly.....	300.00	Day
Ambient SO ₂ Monitor.....	100.00	Day
Analytical Balance (each usage).....	6.00	Use
Analyzer Filter Oven.....	15.00	Day
Analyzer Support Kit (a.).....	400.00	Day
Anemometer.....	50.00	Day
CO Analyzer.....	250.00	Day
CO Cal Gases (set of 2).....	40.00	Day
CO/O ₂ /CO ₂ Regulators (set of 2).....	20.00	Day
Data Logger.....	40.00	Day
Delta Calibrator.....	100.00	Day
Digital Calibrator.....	30.00	Day
Dilution Calibrator.....	200.00	Day
Dual Pen Strip Chart.....	50.00	Day
EPA 6 SO ₂ Analysis Kit.....	60.00	Day
EPA Method 25 (TGNMO) Sampling Train.....	250.00	Day
EPA Method 202.....	130.00	Test
EPA Method 3 ORSAT Analyzer.....	25.00	Day
EPA Method 30B Probe.....	50.00	Day
EPA Method 4.....	270.00	Day
EPA Method 5 Sampling Train.....	400.00	Day
EPA Method 5 Wet Test Meter Calibrator.....	240.00	Day
Gas Conditioner.....	60.00	Day
Heated Sample Line (100').....	100.00	Day
Heated Sample Line (150').....	100.00	Day
Heated Sample Line (50').....	60.00	Day
Hivol Ambient Sampler Calibration Kit.....	25.00	Day
Hydrocarbon Calibration Gases.....	60.00	Day
Hydrocarbon Regulator Set.....	30.00	Day
Met Station Calibration Kit.....	120.00	Day
Midget Impinger Sample Line.....	50.00	Day
Midget Impinger Sampling Train.....	40.00	Day
NCASI Method 8A Train.....	250.00	Day
NCASI Sample Train.....	50.00	Day
NO _x Analyzer.....	260.00	Day
NO _x Cal Gases (set of 2).....	40.00	Day
NO _x /SO ₂ Regulators (set of 2).....	25.00	Day
O ₂ /CO ₂ Analyzer.....	250.00	Day
O ₂ /CO ₂ Cal Gases (set of 2).....	40.00	Day
PM ₁₀ /2.5 In. Stack Separators.....	100.00	Day
Ohio Lumex Mercury Analyzer.....	1,500.00	Day
PM ₁₀ BAM-1020.....	370.00	Month
PM ₁₀ HiVol.....	120.00	Month
Portable Oxygen Analyzer.....	40.00	Day
Primary Standard Flow.....	60.00	Day
Single Pen Strip Chart Recorder.....	35.00	Day



Rental Equipment Rate Schedule—2014
(Alphabetized)
(see general and end notes)

Rev. 01/01/14
Sheet 2 of 7

Description	Rate	Unit
SO ₂ Analyzer.....	300.00	Day
SO ₂ Calibration Gas.....	40.00	Day
Total Hydrocarbon Analyzer.....	400.00	Day
TRS Kit.....	100.00	Day
TSP Hi-Vol Sampler.....	30.00	Day
Unheated Sample Line (100 ft.).....	40.00	Day
Universal Control Console (Vost Meter).....	200.00	Day
Volumetric Air Flow Measurement Kit.....	60.00	Day
Field Equipment		
1½-inch Submersible Purge Pump.....	35.00	Day
Alpha Water Bottle (each usage).....	3.00	Use
Area/Velocity Flow Meter.....	35.00	Day
Automatic Sampler with Depth Sensor and Flow Meter.....	60.00	Day
Automatic Sampler.....	30.00	Day
Conductivity Meter.....	17.50	Day
Current Meter Suspension Kit.....	55.00	Day
Data Transfer System (DTU).....	22.00	Day
Depth Sensor/Flow Meter Only.....	30.00	Day
Dissolved Oxygen Meter.....	29.00	Day
Dissolved Oxygen Sensor/Data Logger System.....	30.00	Day
Dissolved Oxygen/Conductivity Meter.....	38.25	Day
Ekman Dredge.....	6.00	Day
Electric Vacuum Pump.....	10.00	Day
Environmental Equipment Shelter.....	2.75	Day
Field Rugged Laptop/Pocket PC.....	25.00	Day
Fluorometer Kit, Model 10-AU.....	240.00	Day
GEM 2000 or GA-90 Landfill Gas Analyzer.....	87.00	Day
Gas Centrifugal Pump.....	26.75	Day
Gas Generator.....	29.00	Day
Gator Diesel Air Compressor.....	60.00	Day
Hand Vacuum Pump.....	2.30	Day
Hand-held Velocity Flow Meter.....	40.50	Day
Heavy-Duty Weed/Brush Trimmer.....	17.00	Day
HOBO Weather Station.....	21.00	Day
Immunoassay Field Photometer.....	61.50	Day
Kemmerer Vertical Bottle Sampler.....	33.50	Use
LR-24 Electro-Fisher.....	200.00	Day
Measurement and Control Datalogger.....	13.00	Day
Oil, Water Interphase Probe.....	60.00	Day
Peristaltic Pump.....	35.00	Day
Petite Ponar Dredge.....	14.50	Day
pH Meter.....	27.75	Day
Phipps & Bird Jar Tester.....	30.00	Day
Pneumatic Slug Kit.....	9.00	Day
Portable Colorimeter.....	34.75	Day
Portable Doppler or TT Ultrasonic Flow Meter.....	69.00	Day
Portable Field Scale.....	15.00	Day
Power Cable for Sodar Equipment.....	167.00	Month



Rental Equipment Rate Schedule—2014
(Alphabetized)
(see general and end notes)

Rev. 01/01/14
Sheet 3 of 7

Description (U.S. dollars)

	Rate	Unit
Pressure Transducer.....	40.50	Day
RST Single-Channel Vibrating Wire Data Logger.....	4.00	Day
Sediment Corer (per sample).....	5.75	Use
Seisgun.....	60.00	Day
Shear Cell.....	419.00	Day
Sodar Trailer (3-month minimum).....	3,000.00	Month
Soil Core Sampler/Bucket Auger.....	29.00	Day
Soil Vapor Apparatus.....	27.00	Day
Soil Vapor Extraction System with Trailer.....	135.00	Day
Solar Panel Module w/Charge Controller.....	12.00	Day
Sontek ADV (Acoustic Doppler Velocimeter).....	128.00	Day
Spectrometer UV/VIS Ocean Optics.....	115.00	Day
Spill Containment Kit.....	10.00	Day
Split Tube Soil Probe/Hand Auger.....	12.00	Day
Submersible Pump (SS w/controller).....	125.00	Day
Sub-Slab Vapor Sampling Kit.....	50.00	Use
Temperature Datalogger.....	1.50	Day
Temperature, Level, Conductivity Meter (Solinst).....	45.00	Day
Tent.....	15.00	Day
Turbidimeter.....	25.00	Day
Turbidity Sensor w/Cable, DTS-12.....	43.00	Day
Turbidity, Chlorophyll Sond – DS5X.....	77.00	Day
Underwater Viewing System.....	60.00	Day
Vibra-coring System (for Jon Boat).....	150.00	Day
Vibra-coring System (for Pontoon).....	500.00	Day
VW Piezometer/Data Logger Combo.....	200.00	Use
Water Level/Temperature Probe/Datalogger (Level Troll).....	45.00	Day
Water Quality Meter (YSI 556 MPS).....	85.00	Day
Well Level Indicator.....	22.00	Day
WTW 1970i Conductivity Meter.....	85.00	Day
Zooplankton Net.....	7.00	Day
Zooplankton.....	145.00	Day
Hardware and Software		
Chemcad.....	27.50	Hour
Geomos Software – Total Station Control.....	75.00	Day
Tablet Computer.....	15.00	Day
Vista Data Vision Software – Data Present.....	100.00	Month
Vulcan Software.....	40.00	Hour
Materials and Testing		
Borehole Camera System.....	140.00	Day
Brass Sieve Set.....	6.00	Day
Chlorophyll a (CHL a).....	60.00	Day
Coarse Sieve Set.....	10.00	Day
Concrete Air Meter.....	36.00	Day
Concrete Test Hammer.....	40.50	Day
DL Plus Ultrasonic Kit (37DL, 36DL, 26XTDL).....	62.00	Day
Dual-Mass Dynamic Cone Penetrometer.....	50.00	Day
Dye Penetrant Kit.....	22.00	Day



Rental Equipment Rate Schedule—2014
(Alphabetized)
(see general and end notes)

Rev. 01/01/14
Sheet 4 of 7

Description

(U.S. dollars)

	Rate	Unit
Flat Plate Dilatometer.....	500.00	Day
Geomil VST Electrical Vane Tester.....	500.00	Day
Hand Vane Shear.....	98.50	Day
Heavy-Duty Balance.....	16.00	Day
Horizontal Sample Ejector.....	29.50	Day
Kessler Field Moisture Oven.....	45.00	Day
Liquid Limit Set.....	7.50	Day
Load Plate Apparatus.....	230.00	Day
Magnetic Crawler.....	48.00	Day
Magnetic Particle Kit.....	38.00	Day
Metal Thickness Gauge.....	50.00	Day
Minimate Plus Blast Monitor.....	100.00	Day
Paint Thickness Gauge.....	15.00	Day
Phytoplankton.....	145.00	Day
Platform Beam Scale.....	14.75	Day
Point Load Testing System.....	78.00	Day
Portable CPT.....	200.00	Day
Power Auger.....	43.00	Day
Proctor Set.....	4.50	Day
Resistivity Meter (Ultra Mini-Res).....	110.00	Day
Sample Splitter.....	5.00	Day
Sand Cone Set.....	10.00	Day
SINCO Inclinometer Probe.....	200.00	Day
Soluble Reactive Phosphorus.....	28.00	Day
Torvane Shear Device.....	2.50	Day
Total Dissolved Phosphorus.....	30.00	Day
Total Nitrogen (TN).....	40.00	Day
Total Phosphorus (TP).....	23.00	Day
Vertex CPT Equipment.....	593.00	Day
Vibrating Wire Logger SINCO VW2104.....	24.00	Day
Water Treatment Lab.....	200.00	Day
Weld Inspection Equipment.....	12.00	Day
Safety		
Emergency Escape Breathing Device (EEBD).....	18.00	Day
Aerosol/Dust Monitor (PDR-1000).....	67.75	Day
Calibration Gas Kit.....	8.75	Day
CO Monitor (ISC T82).....	36.00	Day
Combustible Gas Indicator - O ₂ , LEL, H ₂ S and/or CO Meter.....	45.00	Day
Confined Space Rescue Retrieval Equipment.....	295.00	Day
Confined Space Ventilator.....	54.75	Day
Detector Tube Pump.....	15.00	Day
Diesel Particulate Monitor Kit FLIR.....	200.00	Day
Dry Cell Air Flow Calibrator.....	50.00	Day
Flame Ionization Detector (TVA-1000).....	133.00	Day
Flotation Worksuit.....	19.75	Day
Full-Face Respirator.....	8.00	Day
H ₂ S Meter (I.S.C. T40).....	27.00	Day
Half-Face Respirator.....	6.00	Day



Rental Equipment Rate Schedule—2014
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/14
 Sheet 5 of 7

Description **(U.S. dollars)**

	Rate	Unit
Personal Air Sampling Pump (SKC)	38.00	Day
Photoionization Detector (10.6eV Lamp)	110.00	Day
Photoionization Detector (11.8eV Lamp)	130.00	Day
RKI Eagle-2 Multi-gas Monitor	105.00	Day
Self-Retracting Lifeline (30')	56.00	Day
Sound Level Meter	48.75	Day
Supplied Air Breathing System with SCBA	75.50	Day
Survey		
Aquatic Invasive Species Decon System	170.00	Day
Bathymetry Survey System	524.00	Day
Canoe	21.75	Day
Cellular Modem	100.00	Month
Cellular Modem Antenna	25.00	Month
Chain Saw	23.00	Day
Communication Radios (set)	17.75	Day
Differential GPS System (Trimble)	90.00	Day
GPS Camera Kit (Ricoh 500SE)	22.00	Day
Hand Ice Auger	7.00	Day
Iron Locator	17.50	Day
Jon Boat & Trailer	52.00	Day
Kayak	35.00	Day
Laser Range Finder	87.00	Day
LCD Depth Locator	11.50	Day
Leica HDS Scan Station Model C10	1,000.00	Day
Leica Structural Monitoring AMTS	97.00	Day
Outboard Motor	46.50	Day
Pontoon Boat Coring Platform	200.00	Day
Power Ice Auger	30.00	Day
Robotic Total Station	45.00	Hour
RTK GPS Survey System (4-hour minimum)	55.00	Hour
Side Scanning Depth Finder	75.00	Day
Spectra Laser Level	25.00	Day
Survey Set (Level, Tripod and Rod)	20.75	Day
Total Station Survey Set – Complete	116.50	Day
Trolling Motor and Battery	48.00	Day
Utility Locator	41.00	Day
Vehicles and Trailers		
4WD All-Terrain Vehicle	89.50	Day
Air Sampling Trailer	100.00	Day
Heavy Trailer Towing Mileage (in addition to vehicle mileage at IRS rate)	0.25	Mile
Utility Trailer	35.00	Day
Vehicle – 2WD Field	50.00	Day
Vehicle – 4WD Field	65.00	Day
Vehicle – Cube Truck	80.00	Day
Vehicle – Personal (c)	50.00	Day
Vehicle – Utility (b.)	35.00	Day
Vehicle Mileage (company and personal)	IRS Rate	



Rental Equipment Rate Schedule—2014
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/14
 Sheet 6 of 7

Description (U.S. dollars)

	Rate	Unit
Communications and Imaging		
Cellular Telephones, Including Air Time	3.00	Day
Digital Camera	12.00	Day
Video Camera	20.00	Day
Expendable Field Supplies		
1-Liter Hazmat Cooler Packaging	35.00	Each
2-Liter Hazmat Cooler Packaging	102.00	Each
3/8-Inch I.D. PVC Tubing	0.39	Foot
3/8-Inch I.D. Silicone Pump Tubing	6.15	Foot
4-mil Quart Reclosable Bag (pack of 50)	5.15	Pack
5-Gallon Hazmat Packaging	28.00	Each
500-ml Disposable Filtration Apparatus	17.50	Each
Latex Boot Covers.....	4.95	Pair
Colorimetric Water Analysis Kit (each test).....	1.90	Test
Compressed Nitrogen (300 cf)	16.00	Each
Compressed Nitrogen (45 cf)	2.50	Each
Core Tubing – 3" Aluminum	3.50	Foot
Detector Tubes	7.00	Each
Distilled Water (1 gal.).....	1.50	Each
Dot Gloves	1.50	Pair
Encore Sampler - 25 Gram	10.00	Each
Fabric Soil Sample Bag.....	4.30	Each
Fence Post & Hardware for Stream Gages.....	11.50	Each
Field Book/Construction Diary (large)	20.75	Each
Field Book/Construction Diary (small).....	15.50	Each
Five Gallon Pail with Lid.....	8.75	Each
Hydrochloric Acid (per liter)	13.50	Each
Ice	2.00	Bag
In-Line Groundwater Filter.....	16.00	Each
Lath, 4'	25.00	Bundle
Leather Gloves	4.50	Pair
Lock	14.00	Each
Nitrile Gloves – Heavy Duty	2.35	Pair
Paint Can, 1-Gallon Empty.....	1.25	Each
Paper Towels	2.00	Roll
Pin Flagging (bundle of 100).....	14.00	Bundle
Poly-Coated Tyvek Coverall	7.75	Each
PVC-Coated Winter Gloves	8.65	Pair
Respirator Cartridges	34.00	Pair
Roll Flagging (150')	2.25	Each
Saranex Tyvek Coverall	19.00	Each
Snap Top Sediment Container (8 oz.).....	0.70	Each
Spray Paint	5.75	Each
Staff Gauge	49.00	Each
Stakes	21.25	Bundle
Surgical Gloves – Thin Nitrile.....	0.30	Pair
Tyvek Boot Covers	4.20	Pair
Tyvek/Kleenguard Coverall	6.75	Each



Rental Equipment Rate Schedule—2014
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/14
 Sheet 7 of 7

Description (U.S. dollars)

	Rate	Unit
Vapor Pin – Permanent Install Kit	150.00	Each
Weighted Disposable Bailer.....	5.00	Each
Winter Glove Liner	3.00	Pair

General Notes: Applicable to all Equipment Listed on this Schedule

- 1.) Minimum rental period is 0.5 days unless noted.
- 2.) Rental charges begin on the first day the equipment is used on a project.
- 3.) Rental charges end on the last day the equipment is used on a project.
- 4.) A 25 percent weekly rate discount will apply to equipment rented on a daily basis for 5 or more days
- 5.) A 40 percent monthly discount will apply to equipment rented on a daily basis for 20 or more days.
- 6.) Equivalent equipment/models may be substituted for the items listed.

End Notes: Applicable to Only the Equipment Noted

- a.) Analyzer Support Kit includes the following: Airflow Kit, Heated Sample Line (50'), Heated Sample Line (100'), Gas Conditioner, Heated Filter Box, Single Pen Recorder, Dual Pen Strip Chart, Data Logger, C3/C4 Cal Gases (set), NO_x/SO₂ Cal Gases (set), CO Cal Gases (set), CO₂/O₂ Cal Gas (set of 2), SO₂ Cal Gas (set of 2), C3 Regulator Set, NO_x/SO₂ Regulators (set of 2), and CO/CO₂/O₂ Regulators (set of 2)
- b.) Vehicles older than 1997.
- c.) Employee personal vehicles subjected to field, off-site, transport or other severe duty.

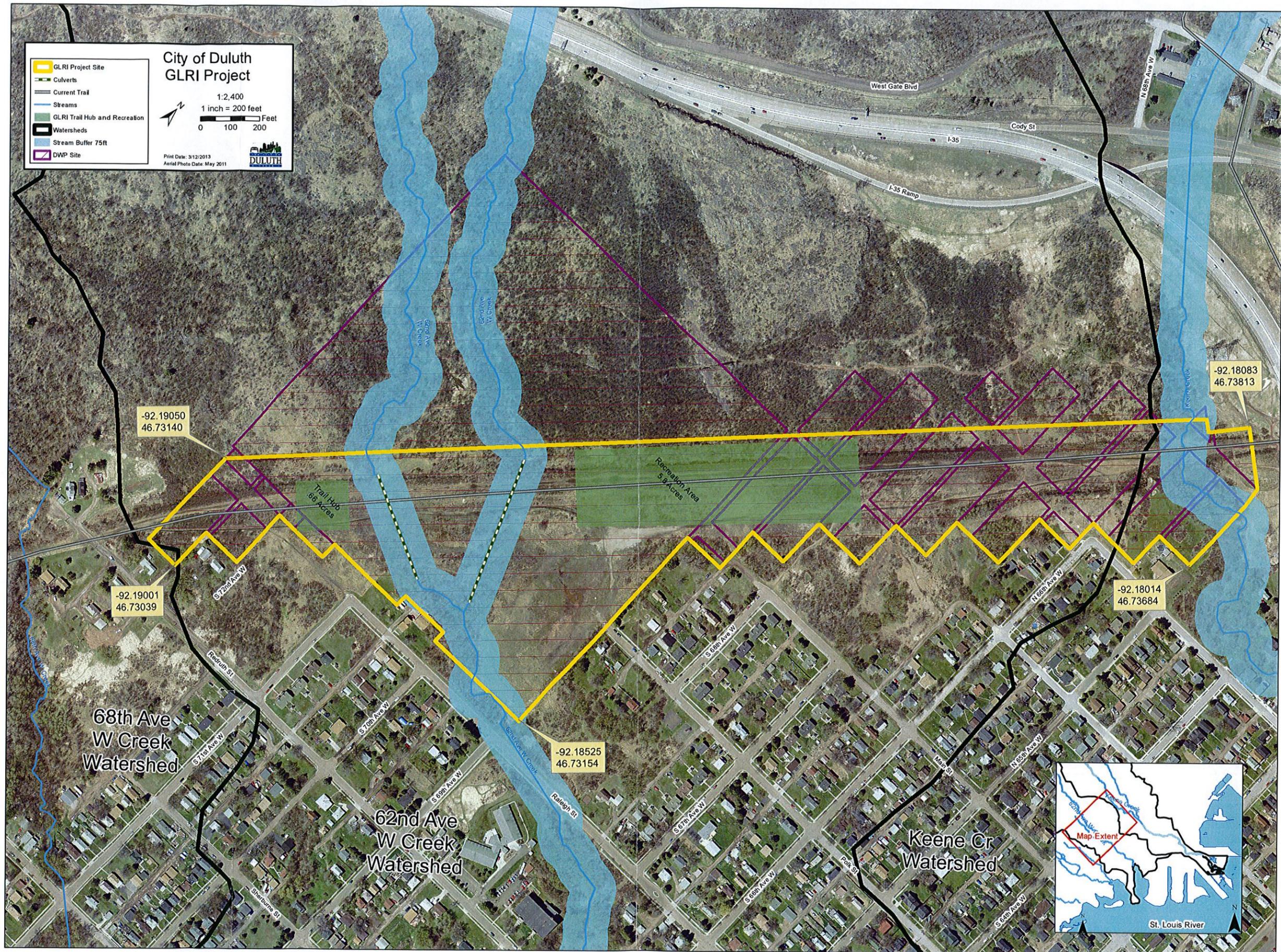
**City of Duluth
GLRI Project**

1:2,400
1 inch = 200 feet
0 100 200 Feet

Print Date: 3/12/2013
Aerial Photo Date: May 2011



- GLRI Project Site
- Culverts
- Current Trail
- Streams
- GLRI Trail Hub and Recreation
- Watersheds
- Stream Buffer 75ft
- DWP Site



-92.19050
46.73140

-92.19001
46.73039

-92.18525
46.73154

-92.18014
46.73684

-92.18083
46.73813