


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 04/23/2018

AGENDA ITEM:	
Professional Services Agreement with Kennedy/Jenks Consultants, INC.	
PREPARED BY:	DIRECTOR APPROVAL:
Kari Chennault, Assistant Public Works Director	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Two original copies of a PSA with Kennedy/Jenks Consultants, Inc.	
BUDGET CODE:	AMOUNT:
40145040.541000	\$100,750
SUMMARY:	

The Department of Ecology has been funding a Remedial Investigation and Feasibility Study on the City's Interfor/Crown property in the amount of \$330,555 via their State Response Program grant. Additional monitoring and consulting services are needed on the site to assess seasonal groundwater variations in order to facilitate the assessment of cleanup alternatives in the forthcoming Feasibility Study. Although additional money remains in the grant, Ecology's funding date is capped at 2/28/18 and additional work would need to be tracked via the City's hiring of a qualified consultant and entering into an Interagency Agreement with Ecology in order for Ecology to fund the remainder of the project.

RECOMMENDED ACTION:

Staff recommends that Councilmembers authorize the Mayor to sign and execute the PSA with Kennedy/Jenks Consultants, Inc. in the amount of \$100,750.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KENNEDY/JENKS CONSULTANTS, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and KENNEDY/JENKS CONSULTANTS, INC., a PROFIT CORPORATION LICENSED IN THE STATE OF WASHINGTON, organized under the laws of the state of California, located and doing business at 32001 32ND AVENUE SOUTH, STE 100, FEDERAL WAY, WA 98001 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

- 2. TERM.** The term of this Agreement shall commence on the final signature date of this agreement and shall terminate at midnight on October 31, 2018. The parties may extend the term of this Agreement by executing a written supplemental amendment.

- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **one hundred thousand seven hundred fifty dollars (\$100,750)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

4. CONSULTANT'S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. Except for Consultant's preexisting materials, the work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the

Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, to the extent arising out of or resulting from the negligent acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____(City Initials)

TCS (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a

current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this

Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

TCS No, employees performing the Services have never been retired from a

Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City

of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE

Matthew Eyer
80 Columbia Avenue
Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

KENNEDY/JENKS CONSULTANTS

Attn: Ty C. Schreiner
32001 32nd Ave. South, Ste 100
Federal Way, WA 98001

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be

construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6.6 NONWAIVER. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

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

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

KENNEDY/JENKS CONSULTANTS, INC.

By:  _____

By: Ty C. Schreiner

Its: Vice President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

Kennedy/Jenks Consultants Proposal dated 12 March 2018

Kennedy/Jenks Consultants
Engineers & Scientists

32001 32nd Avenue South, Suite 100
Federal Way, Washington 98001
253-835-6400
FAX: 253-952-3435

12 March 2018

Ms. Kari Chennault
City of Marysville
80 Columbia Avenue
Marysville, Washington 98270

Subject: Proposal for Consulting Services
Former Interfor Pacific Site
K/J Proposal No. F18052

Dear Ms. Chennault:

Kennedy/Jenks Consultants (Kennedy/Jenks) is pleased to submit this scope and budget proposal to provide services to the City of Marysville (City) for continued consulting services associated with the former Interfor Pacific site (Site) in Marysville, Washington.

Project Overview and Understanding

As part of a U.S. Environmental Protection Agency (EPA) grant, the Washington State Department of Ecology (Ecology) authorized Kennedy/Jenks to perform a remedial investigation and feasibility study (RI and FS) at the Site located at 60 State Avenue in Marysville, Washington. Funding authorized by EPA for this project was originally estimated to be completed by 28 February 2018.

Following completion of the initial RI and associated groundwater monitoring activities, it was determined that additional monitoring was needed to assess changing Site conditions during the dry season to better characterize Site conditions. Following multiple conversations with the project team (consisting of the EPA, Ecology, the City, and Kennedy/Jenks), it was agreed that the schedule for the project would be extended to 31 December 2018 and that the EPA project funding would be transferred from Ecology to the City to complete the project.

The following scope of work outlines the proposed activities to complete the RI/FS for the former Interfor Pacific Site.

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Scope of Professional Services

Task 1 – Project Management

Kennedy/Jenks will complete the following project management activities as part of this task:

- Attend meetings or participate in conference calls, as requested. We have included budget for one meeting at either the City's or Ecology's office and up to three conference calls with the project team.
- Maintain a project schedule including known Tasks and Subtasks.
- Conduct ongoing tracking of the project scope, including schedule and budget.
- Conduct ongoing internal project management, including project setup with the project team and coordination of the project scope, schedule, and budget.
- Prepare monthly progress reports and invoices through the completion of the contract for submittal to the City. Monthly reports will include a brief summary of progress or accomplishments for each task, updates to the project scope, schedule status, and budget status (including but not limited to budget spent and budget remaining).
- Communicate with Ecology's and the City's project managers as needed throughout the project to manage project scope, budget, schedules, and any other project-related issues.
- Provide ongoing coordination and support assistance to Ecology and the City as requested. In general, it is anticipated that most of this support will be provided to assist Ecology develop priorities for Site characterization and related planning.
- Provide support for the City's community involvement program including preparation of a project fact sheet and attending up to one public meeting (if needed).
- Submit analytical data generated during the project to Ecology's EIM database.

Deliverables for Task 1 include monthly invoices and progress reports.

Task 2 – Supplemental RI Field Activities

Following completion of the preliminary RI activities, several potential data gaps were identified based on the initial results. These include:

- Additional soils investigations below existing and former building foundations to assess the potential for contaminant releases in these portions of the Site.

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- Additional off-property background wells to evaluate whether elevated arsenic in groundwater is an on-property only or larger area issue.
- Additional dry season groundwater monitoring to assess seasonal variations in arsenic and hydrocarbon concentrations.
- Additional surface water monitoring of the ditch to evaluate dry season arsenic concentrations and hydrocarbon concentrations and to provide additional information on the potential hydraulic communication between the ditch, shallow groundwater, and the Ebey Slough.

Subtask 2.1 – Additional Assessment Near Former Buildings

In this task, attempts will be made to advance up to eight soil borings using a direct-push drill rig in areas beneath or near former building foundations to assess whether impacted soil may exist in these areas. Initially, the locations of former building foundations will be marked in the field based on historical aerial photograph records. Then, the proposed borings will be located over or near the former foundations. At each drilling location, utility screening will be performed including One-Call notification and use of a private utility locating contractor. In addition, an air-knife will be used to confirm that underground utilities are not present at the proposed drilling location. We will also request Site utility maps from the City to help guide the investigation work. Given the nature of past filling activities at the Site (i.e., former building foundations buried beneath several feet of fill material), it may be impractical to advance borings at some locations directly below the footprint of the former foundations as the Geoprobe drill rig will not be able to penetrate buried foundations. In these situations, attempts will be made to move the borings beyond its apparent footprint of the former foundation.

Drilling and sampling activities identified below will be performed in accordance with the Work Plan and Sampling and Analysis Plan prepared for the Site. During advancement of the boring, attempts will be made to collect soil samples for chemical analysis at approximately three depth intervals in each boring (unsaturated soils, near the water table, and approximately 3 feet below the water table). Two recovered soil samples from each boring will be submitted for analysis of gasoline-range organics (GRO); diesel-range organics (DRO); oil-range organics (ORO); benzene, toluene, ethylbenzene, xylene (BTEX); and total arsenic.

In addition, up to three soil samples collected from three different areas of the Site and displaying the highest impacts (if any) will also be submitted for analysis of Resource Conservation and Recovery Act (RCRA) 8 metals by EPA Method 6000 series and polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8270.

Subtask 2.2 – Installation and Development of Additional Offsite Monitoring Wells

Based on the findings of initial RI groundwater monitoring activities, elevated arsenic concentrations have been identified in both onsite and off-property areas. To provide additional

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information as to whether the elevated arsenic in groundwater is localized or attributed to a larger area issue, up to three new monitoring wells are proposed to be installed at off-property locations (on property owned by the City) to supplement the existing background monitoring well network. Prior to installing additional off-property wells, an evaluation of existing off-property wells located on City-owned property near the Interfor Site will be performed. If suitable existing off-property wells exist, one or more of the wells may be used in lieu of installing a new monitoring well. The proposed locations for the new wells will be submitted to Ecology and the City for approval prior to installation. The new wells will be developed and the well casing elevation surveyed as part of this subtask.

Drilling wastes will be contained onsite in 55-gallon steel drums pending characterization and disposal. Sampling of the new wells will be performed with other onsite wells under Subtask 2.3 (below).

Subtask 2.3 – Additional Dry Season Groundwater Monitoring

Two rounds of groundwater monitoring will be performed for up to 22 groundwater monitoring wells (19 existing wells and up to three new wells installed under Subtask 2.2). Groundwater monitoring will be performed in July and September 2018 to assess variations in contaminant concentrations during the dry season.

Monitoring will include water level measurement and collection of groundwater samples. Samples (including one duplicate sample per event) will be collected using a peristaltic pump with low-flow purging methodology, and will be analyzed for GRO, DRO, ORO, BTEX, and total and dissolved arsenic. The dissolved metals samples will be field-filtered. In addition to the above analyses, up to eight groundwater samples collected during the two sampling events will be analyzed for major anions and cations to assess variability in general water chemistry for on-property and off-property wells.

For each monitoring event, field water quality parameters [temperature, conductivity, pH, oxidation-reduction potential (ORP), and dissolved oxygen (DO)] will be recorded on field forms to document stabilized conditions prior to sample collection. Groundwater contour maps with the estimated gradient directions will be prepared for each monitoring event. Gradient maps will be presented in the RI Report (Task 3).

Sampling purge water and decontamination water will be contained onsite in 55-gallon steel drums pending characterization and disposal.

Deliverables for this subtask include confirmation of data entry and acceptance into Ecology's EIM system.

Subtask 2.4 – Surface Water Monitoring

Based on the initial RI activities, surface water runoff at the Site either drains through overland flow or is conveyed by two storm drains to a ditch located along the eastern property margin

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(adjacent to the Site along Columbia Avenue). Eventually, the ditch water discharges to Ebey Slough through a discharge pipe located near the southeastern property boundary. Groundwater is also suspected to discharge into the drainage ditch as groundwater elevations on either side of the ditch are higher than the water elevation measured within the ditch.

Currently, the quantity of water discharging from the drainage ditch to the slough is not well understood; however, this information is needed for the FS. In order to estimate the amount of drainage ditch water discharging to the slough, Kennedy/Jenks will (1) deploy pressure transducers in the ditch, selected nearby monitoring wells (MW-16, MW-01R, and MWBG-6), and a stilling well located within the slough to collect water elevation data; (2) collect flow rate data at the ditch outfall discharge pipes using a 5-gallon bucket and a stopwatch (or similar means) when there is a discharge; (3) estimate flow rates within the ditch at the discharge pipe using a low-flow propeller-operated velocity meter; and (4) evaluate whether flow rates may be predictive using pressure transducer water elevation data. In addition, the approximate shape and dimensions of the ditch will be measured to assist with flow estimation. Two surface water monitoring events will be performed and will coincide with groundwater monitoring (Subtask 2.3).

Surface water sampling will also be performed to assess possible contaminant mass loading from the ditch to the slough. Two surface water sampling locations have been established along the drainage ditch, one at an upstream location (upstream of a drainage culvert discharging to the ditch) and one at a downstream location (downstream from another drainage culvert). In addition, samples will be collected from the drainage outfalls to the ditch if there is surface water flow during the summer months. Two rounds of surface water sampling will be performed (July and September), coinciding with the groundwater monitoring events. Surface water sampling events will include: recording surface water levels from staff gauges at high and low tides, estimating the flow velocity in the ditch with a velocity meter, estimating the discharge rates at the pipe, measuring field water quality parameters, and collecting surface water samples for analysis. Surface water samples will be analyzed for GRO, DRO, ORO, BTEX, total and dissolved arsenic, and total and dissolved lead. The dissolved metals samples will be field-filtered. To the extent practicable based on field conditions, surface water monitoring will coincide with groundwater monitoring.

It is believed that Site groundwater may be discharging to the slough. To better understand the seasonality of groundwater discharges to the slough, pressure transducer data sets will be collected from wells near the ditch to evaluate seasonal changes in the groundwater flow regime. The transducers will be deployed in wells MW-13, MW-14, and MW-15 with one in a stilling well located within the slough from April through October 2018. The transducers will be programmed to collect water level data every 30 minutes for the duration of approximately 2 months. Computations will be made, based on Darcy's Law (Darcy 1882), to estimate the volume of groundwater discharging to the slough during each season. These data will then be used to refine the annual discharge volume for use in the RI/FS report.

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Task 3 – RI/FS Report Preparation

Task 3 includes preparation of RI/FS report in accordance with Model Toxics Control Act (MTCA) requirements and Ecology checklists.

The RI/FS report will include, but not necessarily be limited to, the following:

- A summary of Site use history and previous investigation findings, including previous remedial actions.
- A summary of the tasks performed for the current investigation.
- Results of the current investigation including tabulated data and Site data maps.
- Groundwater gradient maps.
- Statistical analysis of background arsenic concentrations in groundwater.
- A conceptual site model (CSM) comprising of an evaluation of potential exposure routes including transport pathways and human and ecological receptors.
- Evaluation of potentially applicable cleanup standards including Ecology MTCA Cleanup Levels and other applicable or relevant and appropriate requirements (ARARs), and selection of standards appropriate for the Site. This will include identification of points of compliance for affected Site media.
- A summary of remaining data gaps, if any.
- A Terrestrial Ecological Evaluation (TEE) following MTCA requirements.
- Site maps, diagrams, cross-sections, etc. as needed to clearly present the findings of the investigation and the nature and extent of impacts to environmental media.
- Copies of field forms, analytical reports, waste disposal documents, boring and well logs, historical review materials, the background arsenic task report, and any other relevant materials.
- Recommendations for additional work, if any.
- Evaluation of Site cleanup options and costs, including a Disproportionate Cost Analysis (DCA) performed in accordance with MTCA requirements.
- Recommendations for a preferred cleanup remedy.

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During earlier work on this project for Ecology, the draft RI/FS report was started. Following collection of additional data during Tasks 1 and 2 (above), the new results will be incorporated into the current report and a draft RI/FS report prepared for review by the project team.

Deliverables for Task 3 include Draft and Final RI/FS Report. The Draft and Final RI/FS Report submittals will include up to four hard copies and a PDF copy.

Schedule and Fee

We propose compensation for our services be on a time and expense reimbursement basis in accordance with our attached Schedule of Charges and the attached Fee Estimate. Based on our estimate of serviced required, we propose a budget of \$100,750 for Tasks 1 through 3. The authorized budget will not be exceeded without your authorization. It is assumed that budget can be allocated amongst the tasks as long as the total authorized budget is not exceeded.

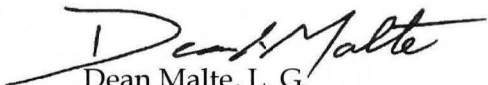
Terms and Conditions

Work identified herein will be performed in accordance with the terms and conditions of a mutually acceptable agreement between the City of Marysville and Kennedy/Jenks Consultants.

We look forward to working with you and City staff on the project. Please contact Ty Schreiner at (253) 835-6428 if you have any questions regarding our proposal.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.


Dean Malte, L. G.
Project Geologist


Ty C. Schreiner, L. Hg.
Vice President

Enclosures

Kennedy/Jenks Consultants

Sub Driller/Surveyor /Utilities/Other	Sub Analytical Laboratory	Sub IDW Disposal	Sub Traffic Control and Permits	KJ Sub-Markup	KJ Equipment and ODCs	KJ ODCs Markup	Travel Expenses	KJ Mileage (\$0.535 / mile)		Total Expenses	Total Labor + Expenses
Fees	Fees	Fees	Fees	5%	Fees	5%		Miles	Cost		
				\$0		\$0			\$0	\$0	\$4,540
				\$0		\$0		800	\$428	\$428	\$3,368
				\$0		\$0			\$0	\$0	\$1,080
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	800	\$428	\$428	\$8,988
\$8,000	\$5,000	\$1,000		\$700	\$600	\$30	\$150	300	\$161	\$15,641	\$19,081
\$5,500	\$1,500	\$1,500		\$425	\$500	\$25	\$150	300	\$161	\$9,761	\$13,586
	\$10,320	\$1,500		\$591	\$2,000	\$100	\$900	1,200	\$642	\$16,053	\$24,933
	\$960			\$48	\$2,000	\$100			\$0	\$3,108	\$4,848
\$13,500	\$17,780	\$4,000	\$0	\$1,764	\$5,100	\$255	\$1,200	1800	\$963	\$44,562	\$62,447
				\$0		\$0			\$0	\$0	\$14,780
				\$0	\$1,500	\$75			\$0	\$1,575	\$14,535
\$0	\$0	\$0	\$0	\$0	\$1,500	\$75	\$0	0	\$0	\$1,575	\$29,315
\$13,500	\$17,780	\$4,000	\$0	\$1,764	\$6,600	\$330	\$1,200	2,600	\$1,391	\$46,565	\$100,750

Client/Address: City of Marysville
 80 Columbia Avenue
 Marysville, Washington 98270

Contract/Proposal Date: 12 March 2018

Custom Schedule of Charges

Date: March 12, 2018

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 2	\$80
Engineer-Scientist-Specialist 3	\$110
Engineer-Scientist-Specialist 4	\$135
Engineer-Scientist-Specialist 5	\$150
Engineer-Scientist-Specialist 6	\$165
Engineer-Scientist-Specialist 7	\$180
Engineer-Scientist-Specialist 8	\$195
GIS	\$110
Administrative Assistant	\$100

In addition to the above Hourly Rates, an Associated Project Cost charge of \$9.74 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective March 12, 2018 through December 31, 2018. After December 31, 2018, invoices will reflect the Schedule of Charges currently in effect.