


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 23, 2019**

<b>AGENDA ITEM:</b>	
Remedial Investigation and Feasibility Study – Former Geddes Marina	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Kari Chennault	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
2 original copies of PSA and associated scope of services	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40145040.541000	\$95,083
<b>SUMMARY:</b>	

This Agreement will allow the consultant, Maul Foster & Alongi, Inc., to conduct a Remedial Investigation and Feasibility Study at the former Geddes Marina Site. The fieldwork and associated Report will guide a future Engineering Design Report that will dictate the recommended remediation at the site. The City is currently working in coordination with a previous insurer of the property and recovering the direct expenses related to this effort.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the attached Professional Services Agreement with Maul Foster & Alongi, Inc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND MAUL FOSTER & ALONGI, 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 Maul Foster & Along, Inc., a corporation incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 1329 North State Street, Suite 301 Bellingham, WA 98225 (“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 date of final signature and shall terminate at midnight on January 15, 2021. 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 [Ninety five thousand eighty three dollars] (**\$95,083**) 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.** 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, arising out of or resulting from the 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)          JWM     (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 liability of the Consultant to the coverage provided by such insurance, or otherwise 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.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**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.)*

  X   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**

Kari Chennault  
80 Columbia Avenue  
Marysville, WA 98270

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

**MAUL FOSTER & ALONGI, INC.**

Carolyn Wise

1329 North State Street, Ste 301

Bellingham, WA 98225

**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.

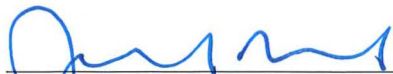
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this 17<sup>th</sup> day of SEPTEMBER, 2019.

MAUL FOSTER & ALONGI, INC.

By  \_\_\_\_\_  
[Name: \_\_\_\_\_ ]  
Its: [Title: DIRECTOR ]

ATTEST/AUTHENTICATED:

\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

**EXHIBIT A**  
**Scope of Services**



## EXHIBIT

### SCOPE OF WORK—REMEDIAL INVESTIGATION AND FEASIBILITY STUDY

This scope of work details the Remedial Investigation and Feasibility Study (RI/FS) portion of the environmental cleanup for the former Geddes Marina property located at 1326 First Street in Marysville, Washington (the Property). Previous investigations have identified areas where concentrations of contaminants exceed screening levels and other areas of concern that could potentially be impacted. The purpose of the RI/FS is to characterize the nature and extent of contamination in the upland and in-water portions of the Property and develop potential remedial alternatives. This scope of work is a summary of RI/FS activities detailed in the RI work plan (MFA, 2019).

The cleanup process follows requirements of the Washington State Model Toxics Control Act (Revised Code of Washington 70.105d) and its administrative rules. The cleanup process includes the following major steps:

1. Remedial Investigation
2. Feasibility Study
3. Cleanup Action Plan
4. Engineering Design
5. Remedy Implementation
6. Compliance Monitoring

This scope of work focuses on the following RI/FS tasks and associated costs are provided in the attached Tables:

- **Complete Fieldwork.** MFA will conduct soil sampling, sediment sampling, well development, and groundwater monitoring at the Property.
- **Analytical Work and Quality Assurance/Quality Control (QA/QC).** MFA will coordinate with an accredited analytical laboratory, produce a data validation memorandum, create cleanup level (CUL) screening tables, and upload data to the Washington State Department of Ecology (Ecology) Environmental Information Management (EIM) database.
- **RI Report.** MFA will prepare a report detailing the nature and extent of contamination at the Property based on data collected during the RI and previous environmental reports.
- **FS Report.** MFA will prepare a report evaluating potential cleanup options and remedial costs associated with selected cleanup options.

## **TASK 1—COMPLETE RI FIELDWORK**

MFA will assess soil, sediment, and groundwater conditions at the Property.

### Soil Sampling

Six temporary soil borings will be advanced using a direct-push drill rig (i.e., Geoprobe™). One soil sample will be collected per boring location. Soil samples will be analyzed for a combination of the following chemicals of interest (COIs), as described in the SAP, an appendix to the RI work plan (MFA, 2019):

- Diesel-range organics (DRO)
- Heavy oil-range organics (ORO)
- Metals

### Sediment Sampling

Eight surface and six subsurface sediment samples will be collected. Surface sediment samples will be collected using a with a power grab sampler or similar (e.g., van Veen grab sampler) from a target depth of 0 to 10 centimeters below mudline (bml). Subsurface sediment samples will be collected using a Vibracore deployed from a contractor vessel from a target maximum collection depth of 8 feet bml. Sediment samples will be analyzed for a combination of the following COIs, as described in the SAP, an appendix to the RI work plan (MFA, 2019):

- DRO
- ORO
- Metals
- Dioxins and furans
- Polychlorinated biphenyls (PCBs)
- Semivolatile organic compounds (SVOCs)

### Groundwater Sampling

Groundwater samples will be collected from four existing monitoring wells at the Property. Due to the length of time since the wells were last sampled, the wells will be redeveloped prior to sampling to ensure a strong connection to the aquifer. Groundwater samples will be analyzed for the following COIs, as described in the SAP, an appendix to the RI work plan (MFA, 2019):

- DRO
- ORO
- Metals



Costs associated with this task include subcontractors identified for Geoprobe soil sampling, monitoring well development and sampling, Vibracore sediment sampling using a vessel, and investigation-derived waste disposal.

#### **TASK 2—ANALYTICAL WORK AND QA/QC**

An accredited analytical laboratory will be subcontracted to perform the chemical analyses. Once the data are received, analytical data and the laboratory's internal quality assurance and quality control data will be reviewed to assess whether they met project-specific data quality objectives. This review will be performed consistent with accepted US Environmental Protection Agency (USEPA) procedures for evaluating laboratory analytical data and appropriate laboratory and method-specific guidelines. A data validation memorandum summarizing data evaluation procedures, data usability, and deviations from specific field and/or laboratory methods will be included as an appendix to the RI report. The data will be considered acceptable for their intended use, with the appropriate data qualifiers assigned. Costs associated with this task includes subcontractor laboratory costs for the analytical work.

#### **TASK 3—REMEDIAL INVESTIGATION REPORT**

The RI report will discuss the findings from the field investigation and previous environmental reports to define the nature and extent of COIs in soil, sediment, and groundwater at the Property. The preliminary conceptual site model (CSM) will be refined and will describe potential chemical sources, release mechanisms, environmental transport processes, exposure routes, and receptors. Chemical concentrations will be compared with screening levels and natural background criteria that are established to be protective of potential receptors.

#### **TASK 4—FEASIBILITY STUDY REPORT**

The FS report will provide a discussion and evaluation of potential remedial alternatives for impacted areas of the Property. The FS will identify remedial objectives (selected CULs and points of compliance), present cleanup alternatives, rank cleanup alternatives for protectiveness of human health and the environment, permanence, cost, etc., and identify a selected remedy.

Attachments: Tables 1 through 3

**Table 1: Time Detail  
Remedial Investigation and Feasibility Study  
Former Geddes Marina  
Marysville, Washington**

Description	Principal Planner (\$180/hour)	Principal Hydrogeologist (\$250/hour)	Principal Engineer (\$200/hour)	Senior Engineer (\$155/hour)	Senior Environmental Scientist (\$165/hour)	Project Geologist (\$130/hour)	Staff Engineer (\$115/hour)	Staff Geologist (\$115/hour)	Project Chemist (\$140/hour)	CADD / GIS (\$115/hour)	Technical Administrative Assistant (\$90/hour)	Administrative Assistant (\$85/hour)
<b>Complete Fieldwork</b>												
Prepare for Fieldwork (Fieldwork is assumed 10 hours a day)						2		10				
Geoprobe Sampling (Min=4 hrs)								8				
Mobilization/Demobilization								6				
Complete Field Paperwork and Boring Logs						4		2			2	
Monitoring Well Development (Min=4 hrs)								12				
Monitoring Well Sampling (Min=4 hrs)								10				
Sediment Sampling								24				
Travel to/from site								3				
<b>Total—</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>75</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>
<b>Analytical Work and QA/QC</b>												
Coordinate with Laboratory								1	2			
Import Data, Validate Data									3			
Prepare QA/QC Report									2			
Prepare and QA/QC Tables					1			1	3			
Prepare EQUIS Exhibits										1		
Upload Data to Ecology EIM Database						1			2			
<b>Total—</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>1</b>	<b>0</b>	<b>0</b>

**Table 1: Time Detail  
Remedial Investigation and Feasibility Study  
Former Geddes Marina  
Marysville, Washington**

Description	Principal Planner (\$180/hour)	Principal Hydrogeologist (\$250/hour)	Principal Engineer (\$200/hour)	Senior Engineer (\$155/hour)	Senior Environmental Scientist (\$165/hour)	Project Geologist (\$130/hour)	Staff Engineer (\$115/hour)	Staff Geologist (\$115/hour)	Project Chemist (\$140/hour)	CADD / GIS (\$115/hour)	Technical Administrative Assistant (\$90/hour)	Administrative Assistant (\$85/hour)
<b>Remedial Investigation Report</b>												
Prepare Report and Review	2	4		2	6	8	4	40	4		10	
Prepare Figures				1	1	2	2	4		8		
Finalize Tables				1	1	2	2	4	4			
Document Production												2
Project Coordination	4	4			4	4						
IDW Management								2				
<b>Total—</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>16</b>	<b>8</b>	<b>50</b>	<b>8</b>	<b>8</b>	<b>10</b>	<b>2</b>
<b>Feasibility Study Report</b>												
Prepare Feasibility Study Evaluation	2		6	20	4	4	40			4	10	
Prepare Cost Estimates			4	8	4	2	16					2
Prepare Figures			1	1			2			4		
<b>Total—</b>	<b>2</b>	<b>0</b>	<b>11</b>	<b>29</b>	<b>8</b>	<b>6</b>	<b>58</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>10</b>	<b>2</b>

**Table 2: Detailed Cost  
Remedial Investigation and Feasibility Study  
Former Geddes Marina  
Marysville, Washington**

<b>Personnel/Activities/Item</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Cost</b>
<b>Complete Fieldwork</b>				
<b>MFA Labor</b>				
Principal Planner	hr	\$180	0	\$0
Project Engineer	hr	\$155	0	\$0
Staff Engineer	hr	\$115	0	\$0
Project Geologist	hr	\$130	6	\$780
Staff Geologist	hr	\$115	53	\$6,095
Project Chemist	hr	\$140	0	\$0
Senior Scientist	hr	\$165	0	\$0
Field Technician	hr	\$115	22	\$2,530
CADD / GIS	hr	\$115	0	\$0
Administrative Assistant	hr	\$85	0	\$0
Technical Administrative Assistance	hr	\$90	2	\$180
Principal Engineer	hr	\$200	0	\$0
Senior Hydrogeologist	hr	\$250	0	\$0
<b>Total MFA Hours/Labor Costs</b>				<b>\$9,585</b>
<b>MFA Direct Costs</b>				
Field Equipment Charges	lot	\$2,983	1	\$2,983
<b>Total MFA Direct Costs</b>				<b>\$2,983</b>
<b>Subcontractors</b>				
Geoprobe™ Driller	lump	\$2,899	1	\$2,899
IDW	lump	\$1,100	1	\$1,100
Utility Locates	lump	\$143	1	\$143
RSS Support Services	lump	\$20,607	1	\$20,607
Salinity Supplies	lump	\$550	1	\$550
Refractometer	lump	\$165	1	\$165
<b>Total Subcontractor Costs</b>				<b>\$25,464</b>
<b>Complete Fieldwork Subtotal Cost</b>				<b>\$38,032</b>
<b>Data Validation</b>				
<b>MFA Labor</b>				
Principal Planner	hr	\$180	0	\$0
Project Engineer	hr	\$155	0	\$0
Staff Engineer	hr	\$115	0	\$0
Project Geologist	hr	\$130	1	\$130
Staff Geologist	hr	\$115	2	\$230
Project Chemist	hr	\$140	12	\$1,680
Senior Scientist	hr	\$165	1	\$165
Field Technician	hr	\$115	0	\$0
CADD / GIS	hr	\$115	1	\$115
Administrative Assistant	hr	\$85	0	\$0
Technical Administrative Assistance	hr	\$90	0	\$0
Principal Engineer	hr	\$200	0	\$0

**Table 2: Detailed Cost  
Remedial Investigation and Feasibility Study  
Former Geddes Marina  
Marysville, Washington**

<i>Personnel/Activities/Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
Senior Hydrogeologist	hr	\$250	0	\$0
<b>Total MFA Hours/Labor Costs</b>				<b>\$2,320</b>
<b>MFA Direct Costs</b>				
EQulS Modeling Costs	hr	\$30	12	\$360
CADD/GIS Modeling Costs	hr	\$20	1	\$20
<b>Total MFA Direct Costs</b>				<b>\$380</b>
<b>Subcontractors</b>				
Analytical Laboratory	lump	\$18,436	1	\$18,436
<b>Total Subcontractor Costs</b>				<b>\$18,436</b>
<b>Data Validation Subtotal Cost</b>				<b>\$21,136</b>
<b>Remedial Investigation Report</b>				
<b>MFA Labor</b>				
Principal Planner	hr	\$180	6	\$1,080
Project Engineer	hr	\$155	4	\$620
Staff Engineer	hr	\$115	8	\$920
Project Geologist	hr	\$130	16	\$2,080
Staff Geologist	hr	\$115	50	\$5,750
Project Chemist	hr	\$140	8	\$1,120
Senior Scientist	hr	\$165	12	\$1,980
Field Technician	hr	\$115	0	\$0
CADD / GIS	hr	\$115	8	\$920
Administrative Assistant	hr	\$85	2	\$170
Technical Administrative Assistance	hr	\$90	10	\$900
Principal Engineer	hr	\$200	0	\$0
Senior Hydrogeologist	hr	\$250	8	\$2,000
<b>Total MFA Hours/Labor Costs</b>				<b>\$17,540</b>
<b>MFA Direct Costs</b>				
CADD/GIS/EQulS Modeling Costs	hr	\$20	8	\$160
EQulS Database	hr	\$30	8	\$240
<b>Total MFA Direct Costs</b>				<b>\$400</b>
<b>Remedial Investigation Reporting Subtotal Cost</b>				<b>\$17,940</b>
<b>Feasibility Study Report</b>				
<b>MFA Labor</b>				
Principal Planner	hr	\$180	2	\$360
Project Engineer	hr	\$155	29	\$4,495
Staff Engineer	hr	\$115	58	\$6,670
Project Geologist	hr	\$130	6	\$780
Staff Geologist	hr	\$115	0	\$0
Project Chemist	hr	\$140	0	\$0
Senior Scientist	hr	\$165	8	\$1,320
Field Technician	hr	\$115	0	\$0
CADD / GIS	hr	\$115	8	\$920

**Table 2: Detailed Cost  
Remedial Investigation and Feasibility Study  
Former Geddes Marina  
Marysville, Washington**

<i>Personnel/Activities/Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
<i>Administrative Assistant</i>	<i>hr</i>	<i>\$85</i>	<i>2</i>	<i>\$170</i>
<i>Technical Administrative Assistance</i>	<i>hr</i>	<i>\$90</i>	<i>10</i>	<i>\$900</i>
<i>Principal Engineer</i>	<i>hr</i>	<i>\$200</i>	<i>11</i>	<i>\$2,200</i>
<i>Senior Hydrogeologist</i>	<i>hr</i>	<i>\$250</i>	<i>0</i>	<i>\$0</i>
<b>Total MFA Hours/Labor Costs</b>				<b>\$17,815</b>
<b>MFA Direct Costs</b>				
<i>CADD/GIS/EQulS Modeling Costs</i>	<i>hr</i>	<i>\$20</i>	<i>8</i>	<i>\$160</i>
<b>Total MFA Direct Costs</b>				<b>\$160</b>
<b>Feasibility Study Subtotal Cost</b>				<b>\$17,975</b>
<b>Total Cost</b>				<b>\$95,083</b>

**Table 3: Detailed Cost by Task  
Remedial Investigation and Feasibility Study  
Former Geddes Marina  
Marysville, Washington**

Personnel/Activities/Item	Task	Hours	Cost
<b>Complete Fieldwork</b>			
<b>Task</b>			
Prepare for Fieldwork	1	12	\$1,410
Geoprobe Sampling	1	8	\$920
Mobilization/Demobilization	1	6	\$690
Complete Field Paperwork and Boring Logs	1	6	\$930
Monitoring Well Development	1	12	\$1,380
Monitoring Well Sampling	1	10	\$1,150
Sediment Sampling	1	24	\$2,760
Travel to/from site	1	3	\$345
<b>Total MFA Hours/Labor Costs</b>		<b>81</b>	<b>\$9,585</b>
<b>MFA Direct Costs</b>			
Field Equipment Charges	--	1	\$2,983
<b>Total MFA Direct Costs</b>			<b>\$2,983</b>
<b>Subcontractors</b>			
Geoprobe™ Driller	--	1	\$2,899
IDW	--	1	\$1,100
Utility Locates	--	1	\$143
RSS Support Services	--	1	\$20,607
Salinity Supplies	--	1	\$550
Refractometer	--	1	\$165
<b>Total Subcontractor Costs</b>			<b>\$25,464</b>
<b>Complete Fieldwork Subtotal Cost</b>			<b>\$38,032</b>
<b>Data Validation</b>			
<b>Task</b>			
Coordinate with Laboratory	2	3	\$395
Import Data, Validate Data	2	3	\$420
Prepare QA/QC Report	2	2	\$280
Prepare and QA/QC Tables	2	5	\$700
Prepare EQUIS Exhibits	2	1	\$115
Upload Data to Ecology EIM Database	2	3	\$410
<b>Total MFA Hours/Labor Costs</b>		<b>17</b>	<b>\$2,320</b>
<b>MFA Direct Costs</b>			
EQUIS Modeling Costs	--	12	\$360
CADD/GIS Modeling Costs	--	1	\$20
<b>Total MFA Direct Costs</b>			<b>\$380</b>
<b>Subcontractors</b>			
Analytical Laboratory	--	1	\$18,436
<b>Total Subcontractor Costs</b>			<b>\$18,436</b>
<b>Data Validation Subtotal Cost</b>			<b>\$21,136</b>

**Table 3: Detailed Cost by Task  
Remedial Investigation and Feasibility Study  
Former Geddes Marina  
Marysville, Washington**

<i>Personnel/Activities/Item</i>	<i>Task</i>	<i>Hours</i>	<i>Cost</i>
<b>Remedial Investigation Report</b>			
<b>Task</b>			
<i>Prepare Report and Review</i>	3	80	\$10,220
<i>Prepare Figures</i>	3	18	\$2,190
<i>Finalize Tables</i>	3	14	\$1,830
<i>Document Production</i>	3	2	\$170
<i>Project Coordination</i>	3	16	\$2,900
<i>IDW Management</i>	3	2	\$230
<b>Total MFA Hours/Labor Costs</b>		<b>132</b>	<b>\$17,540</b>
<b>MFA Direct Costs</b>			
<i>CADD/GIS/EQUS Modeling Costs</i>	--	8	\$160
<i>EQUS Database</i>	--	8	\$240
<b>Total MFA Direct Costs</b>			<b>\$400</b>
<b>Remedial Investigation Reporting Cost</b>			<b>\$17,940</b>
<b>Feasibility Study Report</b>			
<b>Task</b>			
<i>Prepare Feasibility Study Evaluation</i>	4	90	\$11,800
<i>Prepare Cost Estimates</i>	4	36	\$4,970
<i>Prepare Figures</i>	4	8	\$1,045
<b>Total MFA Hours/Labor Costs</b>		<b>134</b>	<b>\$17,815</b>
<b>MFA Direct Costs</b>			
<i>CADD/GIS/EQUS Modeling Costs</i>	--	8	\$160
<b>Total MFA Direct Costs</b>			<b>\$160</b>
<b>Remedial Investigation Reporting Cost</b>			<b>\$17,975</b>
<b>Total Cost</b>			<b>\$95,083</b>





SOLE SOURCE JUSTIFICATION

Department Head: Kevin Nielsen Department: Public Works

Sole Source for the Purchase of: Engineering services for Geddes Marina cleanup/remediation

Supplier: Maul Foster Alongi (MFA) Cost Estimate: \_\_\_\_\_

Sole source purchases are defined as being clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts, upon a clearly unique and cost effective feature requirement, or the basis of extraordinary market conditions. The use of sole source purchases shall be limited only to those specific instances which present the opportunity for extraordinary cost savings or are wholly justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

My department’s recommendation for sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. My personal familiarity with particular brands, type of equipment, materials, or firms has not been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Please describe the item and its function:

City requires engineering services to investigate remediation/cleanup options for Geddes Marina site.

2. This is a sole source\* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard\*\*
- sole provider of factory-authorized warranty service
- sole provider of goods and services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- sole provider possesses an item which represents a special bargain (surplus item, auction item, used item, “opened box,” or similar special bargains) (please provide supporting material such as price comparison)
- sole provider can satisfy unique delivery schedule which did not result from City inaction
- sole provider is taking part in a trial or evaluation project

3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

MFA previously conducted detailed environmental assessments of the Geddes site, generated reports and recommendations specific to this site. City insurer has relied on MFA reports to determine coverage for pollution on the site. Continued use of MFA's services will enhance City's ability to recover for cleanup and remediation costs. Insurer is not familiar with other vendors which reduces opportunities for recovery.

4. What steps were taken to verify that these features are not available elsewhere?

Other brands/manufacturers that were examined (please list phone numbers and names, and explain why these were not suitable).

Other vendors that were contacted (please list phone numbers and names, and explain why these were not suitable).


\*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

\*\*Procurements of items for which the City has established a standard by designating a brand or manufacturing or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

Requestor

 / 2/13/19  
Signature Date

Department Head

 / 2/13/19  
Signature Date

City Attorney

 / 2.14.19  
Jon Walker Date

**Routing Instructions:**

1. Route completed form and any supporting documents to City Attorney for review.
2. If service/product exceeds \$75,000 the executed form must be included in packet for Council.
3. Include the following sentence in the "recommended action" section on the agenda bill: