



**Project title:** Amendment No.3 to the Professional Services Agreement with GeoEngineers for the 3600 Smith Avenue Cleanup Project in the Amount of \$27,960.

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Project:** 3600 Smith Avenue Cleanup Project

**Partner/Supplier:** GeoEngineers

**Location:** 3600 Smith Avenue

**Preceding action:** GeoEngineers Amendment No. 2

**Fund:** Everett Transit - Fund 425

**Agenda dates requested:**

*Dates requested for council action*

Briefing

Proposed action

Consent 7/28/2021

Action

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

PSA Amendment No. 3

**Department(s) involved:**

Transit

Legal

**Contact person:**

Vince Bruscas

**Phone number:**

425-257-6292

**Email:**

thingson@everettwa.gov

**Initialed by:**

TEH

Department head

Administration

Council President

**Fiscal summary statement:**

A Professional Services Agreement with GeoEngineers for the 3600 Smith Avenue Cleanup Project was approved by Council and dated July 25, 2016. The original amount of the contract was \$39,000 for Phase II ESA Services. Amendment No.1 in the amount of \$171,000 added services for Remedial Investigation, Cleanup Action Plan, and Volunteer Cleanup Support. Amendment No.2 in the amount of \$192,789 expanded the services for Volunteer Cleanup Support. Amendment No.3 in the amount of \$27,900 adds services for Additional Groundwater Monitoring, 55-Gallon Drum Removal and Volunteer Cleanup Support.

The total contract amount including Amendment No.3 is \$430,689 and is funded by Everett Transit – Fund 425.

**Project summary statement:**

The City is conducting an independent cleanup of the 3600 Smith Avenue site under the Model Toxics Control Act, with agency review through Washington State Department of Ecology’s Voluntary Cleanup Program (VCP). The site cleanup work has been completed but four quarters of clean monitoring and testing of groundwater is required after completion to obtain a “No Further Action” determination from the Washington State Department of Ecology. The first groundwater test was not clean. Tests 2, 3 and 4 were clean. Amendment No.3 adds services for one additional groundwater test to meet the four-quarter requirement by the Washington State Department of Ecology. The additional services also include disposal of a 55-gallon drum of motor oil that was illegally dumped on the site and found during the cleanup.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign Amendment No.3 to the Professional Services Agreement with GeoEngineers for the 3600 Smith Avenue Cleanup Project in the amount of \$27,960.



## Contract Amendment No. 3 to Professional Services Agreement

PROJECT NAME <u>Cleanup Support - Smith Street Sawmill</u> CLIENT <u>City of Everett</u> <u>Attention: Vincent Bruscas and Paul McKee</u> ADDRESS <u>3200 Cedar Street</u> <u>Everett, Washington 98201</u>	AGREEMENT <u>Professional Services Agreement</u> NAME/DATE <u>October 5, 2016</u> FILE NO. <u>0661-108-03</u> AMENDMENT NO. <u>No. 3</u> AMENDMENT DATE <u>June 9, 2021</u>
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The services covered by this Amendment will be performed in accordance with the provisions set forth in the above-referenced Agreement together with any attachments.

<u>AMENDMENT REQUESTED BY</u>
By Vincent Bruscas City of Everett

<u>AMENDMENT AFFECTS</u>
<input checked="" type="checkbox"/> Scope of Services <input type="checkbox"/> Other <input checked="" type="checkbox"/> Time of Performance <input checked="" type="checkbox"/> Compensation

I. SCOPE OF SERVICES:

The Scope of Services and/or budget are hereby modified as follows:

See Exhibit A

II. TIME OF PERFORMANCE:

The contract shall be extended to December 31, 2022.

III. COMPENSATION:

See Exhibit B and C (including 2021 Schedule of Charges).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and instituted on the first date above written.

City of Everett  
 By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

<u>ACKNOWLEDGEMENT &amp; ACCEPTANCE</u>	
GeoEngineers, Inc.	
By	<u>Dana Carvine</u>
Title	<u>Principal</u>
Date	<u>06/09/21</u>

Attachments:  
 Exhibit A  
 Exhibit B  
 Exhibit C

**EXHIBIT A**  
Work Order Form  
**ENVIRONMENTAL SERVICES PROJECT SCOPE AND ESTIMATE**

Project Title: Cleanup Support – Former Smith Street Sawmill      W.O. #3

**1. PROJECT SCOPE:**

CONSULTANT will complete construction observation environmental services and cleanup support for an environmental cleanup of the approximate 4.7-acre Former Smith Street Sawmill Property (“Property”) owned by the City. The Property is located at 3600 Smith Avenue in Everett, Washington and comprises Snohomish County Tax Parcel Numbers: 00-5760-019-000-05, 00-5760-019-000-06, 00-5760-043-000-02, 00-5760-012-000-03, 29-0529-003-008-00, 29-0529-002-012-00, 29-0529-003-030-00 and 29-0529-003-010-00.

The City is conducting an independent cleanup of the Property under the Model Toxics Control Act (MTCA, Washington Administrative Code (WAC) 173-340), with agency review through Ecology’s Voluntary Cleanup Program (VCP). The City is seeking a “No Further Action” determination from Ecology.

The scope of work includes soil characterization and disposal related to the cleanup, additional post-cleanup groundwater compliance monitoring requested by the Washington State Department of Ecology, and regulatory liaison and closure support for the City in relation to the VCP and NFA request.

**Task 1: Surface Soil and Drum Characterization and Offsite Materials Disposal (Completed Task)**

In December 2019 the cleanup contractor encountered a 55-gallon drum in thick brush during clearing activities for Site cleanup. The drum was inadvertently moved and leaked a small quantity of oil onto the ground. The leak was stopped and absorbent pads were used to contain and absorb the spilled oil. A sample of the drum contents was collected for characterization purposes and submitted for chemical analysis of petroleum hydrocarbons, semi-volatile organic compounds (SVOCs), volatile organic compounds (VOCs) and metals. Chemical analytical results indicated the product was motor oil. Impacted soil and the derelict drum were removed for off-site disposal.

This scope task was not included in the original construction cleanup scope of work; this scope task was completed in May 2020 using authorized budget at the direction of the City as follows:

1. Subcontract with an environmental cleanup company (NRC Environmental) to remove the 55-gallon drum containing motor oil and clean up a small area of oil-impacted soil. The quantity of impacted soil removed was approximately 2.5 cubic yards. The drum and oil-impacted soil was disposed at a permitted facility and disposal documentation was provided to the City.
2. A GeoEngineers’ representative observed the soil and drum removal. Five confirmatory soil samples (4 sidewalls and 1 base) were obtained following cleanup and submitted for chemical analysis of oil-range petroleum hydrocarbons at a subcontracted laboratory (ALS Laboratories in Everett Washington).
3. Evaluation of chemical analytical results for the soil data gap samples relative to MTCA cleanup levels for the Property.
4. Documentation of field activities and sample results in an email to the City.

**Task 2: Compliance Groundwater Monitoring, Additional Sampling Event**

In June 2021, the Washington State Department of Ecology requested one additional compliance groundwater sampling event to be completed during summer 2021. The scope of work related to this task is as follows:

1. Update GeoEngineers' health and safety plan for on-site field work.
2. Complete one additional quarterly groundwater compliance sampling event of five site monitoring wells using low-flow sampling techniques. Submit the groundwater samples for chemical analysis of PAHs, diesel and oil-range petroleum hydrocarbons, gasoline-range petroleum hydrocarbons, volatile organic compounds, total and dissolved arsenic, total and dissolved chromium, and total and dissolved lead. Prior to sampling, the wells will be purged until water quality parameters stabilize and/or three well volumes are removed. Chemical testing will be performed on a standard turnaround time by an Ecology-certified environmental laboratory under subcontract to GeoEngineers. Depths to groundwater will be measured prior to sampling.
3. Evaluate groundwater chemical analytical results relative to MTCA cleanup levels.
4. IDW water from monitoring well installation will be drummed and left on site at a location designated by the City. Costs for IDW disposal are not included in this scope of work; the City has advised IDW disposal will be completed by others during Property redevelopment.
5. Incorporate the results of the 5<sup>th</sup> compliance groundwater monitoring event into the compliance groundwater monitoring report summarizing the results of the quarterly compliance groundwater monitoring events. The draft report will be submitted to the City for review and comment. Comments will be incorporated into the final prior to submittal to Ecology under the VCP.

**Task 3: Regulatory Support**

1. Communicate and meet with Ecology to discuss the additional groundwater monitoring results, VCP submittals and Ecology opinion letter.
2. Submit the 5<sup>th</sup> quarterly event groundwater results into the environmental data into Ecology's Environmental Information Management (EIM) database as required under MTCA.
3. Provide supporting environmental consulting or meetings with the City related to the compliance monitoring.
4. Perform routine project management, budget tracking, and invoicing.

**FEE ESTIMATE**

The total estimated fee for this Scope of Work is \$27,960 which consists of GeoEngineers' labor (\$13,377) and subcontracted services (\$14,583). A breakdown of the fee estimate is summarized in Exhibit B.

**2. COST ESTIMATE (TIME AND MATERIALS):**

Description	Estimate
<b>Professional Labor</b>	
Surface Soil and Derelict Drum Characterization and Offsite Disposal	\$4,861
Compliance Groundwater Monitoring, Additional Quarterly Event	\$2,699
Regulatory Support	\$5,817
<b>Subtotal Labor Estimate</b>	<b>\$13,377</b>
<b>Reimbursables</b>	
GeoEngineers Equipment and Mileage	\$257
Subcontracted Soil and Drum Removal and Disposal and Subcontracted Chemical Analysis	\$9,956
Subcontracted Chemical Analysis, Additional Quarterly Groundwater Monitoring Event	\$4,370
<b>Subtotal Reimbursables</b>	<b>\$14,583</b>
<b>Grand Total</b>	<b>\$27,960</b>

**3. CHANGE ORDER/CHANGES:** (To be completed, initialed and dated by Project Engineer and GeoEngineers prior to work being performed).

**4. SCHEDULE:** We anticipate the services outlined under this scope of work will extend over approximately 2 months from authorization to completion of compliance groundwater monitoring.

**5. TERMS AND CONDITIONS AND HOURLY BILLING RATES ARE INCLUDED AS EXHIBIT B.**

**6. ACCEPTED:**

\_\_\_\_\_  
City of Everett

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
GeoEngineers by Dana Carlisle, Principal

06/09/2021  
\_\_\_\_\_  
Date

**EXHIBIT B**  
COMPENSATION

**ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate
Dana Carlisle	Principal Engineer	\$266/hour
Jacob Letts	Project Manager/Senior 1	\$210/hour
Eric Knoedler	Staff Engineer 1	\$127/hour
Brian Anderson	Lead Technician	\$120/hour
Lyn Wright	Project Assistant 3	\$112/hour

Refer to Schedule of Charges-2021 which is attached and forms a part of this agreement for additional Professional Staff and Technical Support Staff hourly rates.

**ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider \_\_\_\_\_ dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

**ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

**ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:  
 Fee for service shall be \_\_\_\_\_ percent % of the base registration fees collected by the City.  
 Additional fees and/or surcharges levied by the City will be retained 100% by the City.  
 Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

**EXHIBIT B**

**GEOENGINEERS LABOR COSTS:**

PROJECT NAME		Smith Street Mill Environmental Services		Task 1		Task 2		Task 3		TOTAL COST
				Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	
				Surface Soil and Derelict Drum Characterization and Offsite Disposal (COMPLETED)		Compliance Groundwater Monitoring, Additional Quarterly Event		Regulatory/Closure Support		
STAFF CATEGORY	RATE	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	TOTAL COST
Principal	\$ 266	1	\$ 266	1	\$ 266	4	\$ 1,064			\$ 1,596
Associate	\$ 246		\$ 0		\$ 0		\$ 0		\$ 0	\$ 0
Senior 2	\$ 231		\$ 0		\$ 0		\$ 0		\$ 0	\$ 0
Senior	\$ 210	16	\$ 3,360	4	\$ 840	14	\$ 2,940			\$ 7,140
Project Engineer 2	\$ 193		\$ 0		\$ 0		\$ 0		\$ 0	\$ 0
Staff Engineer 1	\$ 127		\$ 0		\$ 0		\$ 0		\$ 0	\$ 0
Lead Technician	\$ 120	8	\$ 960	12	\$ 1,440		\$ 0			\$ 2,400
CAD	\$ 126		\$ 0		\$ 0		\$ 0		\$ 0	\$ 0
Project Assistant 3	\$ 112		\$ 0		\$ 0	8	\$ 896			\$ 896
Project Assistant 2	\$ 98		\$ 0		\$ 0		\$ 0		\$ 0	\$ 0
Acct (Admin 2)	\$ 98		\$ 0		\$ 0	6	\$ 588			\$ 588
<b>GeoEngineers Labor Cost Subtotals including 6% APC</b>		<b>25</b>	<b>\$ 4,861</b>	<b>17</b>	<b>\$ 2,699</b>	<b>32</b>	<b>\$ 5,817</b>			<b>\$ 13,377</b>
<b>REIMBURSABLE EXPENSES:</b>										
ITEM	UNIT	RATE	Task 1		Task 2		Task 3		total + 15%	
Mileage	mi	\$ 0.65	63	\$ 41	50	\$ 33		\$ 0		\$ 84
Misc. environmental equipment	Lump Sum	\$ 106		\$ 0		\$ 0		\$ 0		\$ 0
Groundwater Sampling Equipment	day	\$ 150		\$ 0	1	\$ 150		\$ 0		\$ 173
NRC Vector Truck (Surface Spill Cleanup)	Lump Sum	\$ 8,283	1	\$ 8,283		\$ 0		\$ 0		\$ 9,526
Chemical Analysis - Soil Characterization	Lump Sum	\$ 374	1	\$ 374		\$ 0		\$ 0		\$ 430
Chemical Analysis - Groundwater, Add-On	Lump Sum	\$ 3,800		\$ 0	1	\$ 3,800		\$ 0		\$ 4,370
<b>Reimbursable Expenses Cost Subtotal</b>				<b>\$ 8,698</b>		<b>\$ 3,983</b>		<b>\$ 0</b>		<b>\$ 14,583</b>
<b>Subtotals</b>				<b>\$ 13,559</b>		<b>\$ 6,681</b>		<b>\$ 5,817</b>		<b>\$ 27,960</b>
									<b>Total</b>	<b>\$ 27,960</b>



**EXHIBIT C**  
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking	NA	
Meals	NA	
Environmental Exploration Equipment	\$150/day	
Peristaltic Pump	\$50/day	
Electrical Tape	\$25/day	

Estimated reimbursable expenses for subcontracted drilling, excavating/test pit services, and chemical analysis are shown on Page 3 of Exhibit A. Charges for subcontracted services are cost plus 15 percent.

Refer to Schedule of Charges-2021 which is attached and forms a part of this agreement for additional unit rates for Equipment. Mileage to be billed at IRS mileage rates.

## Schedule of Charges – 2021

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

#### Professional Staff

Staff 1 Scientist	\$	120/hour
Staff 1 Engineer	\$	127/hour
Staff 2 Scientist	\$	138/hour
Staff 2 Engineer	\$	145/hour
Staff 3 Scientist	\$	158/hour
Staff 3 Engineer	\$	164/hour
Scientist 1	\$	182/hour
Engineer 1	\$	188/hour
Scientist 2	\$	188/hour
Engineer 2	\$	193/hour
Senior Engineer/Scientist 1	\$	210/hour
Senior Engineer/Scientist 2	\$	231/hour
Associate	\$	246/hour
Principal	\$	266/hour
Senior Principal	\$	293/hour

#### Technical Support Staff

Administrator 1	\$	86/hour
Administrator 2	\$	98/hour
Administrator 3	\$	112/hour
CAD Technician	\$	110/hour
CAD Designer	\$	126/hour
CAD Design Coordinator	\$	145/hour
GIS Analyst	\$	145/hour
Senior GIS Analyst	\$	160/hour
GIS Coordinator	\$	180/hour
*Technician	\$	93/hour
*Senior Technician	\$	112/hour
*Lead Technician	\$	120/hour

\*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

**Equipment**

Air Sparging Field Test, per day	\$	100.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day	\$	100.00
Asbestos Sample Kit	\$	25.00
Blastmate, per day	\$	100.00
D&M Sampler, per day	\$	80.00
DO (Dissolved Oxygen) Kit	\$	20.00
Dynamic Cone Penetrometer, per day	\$	40.00
E-Tape (Electric Tape), per day	\$	25.00
Field Data Acquisition Equipment	\$	50.00
Field Gear / Reconnaissance, per day	\$	50.00
Gas Detection Meters, per day	\$	100.00
Generator, per day	\$	100.00
Groundwater Pressure Transducer w/ Datalogger, per day	\$	50.00
Groundwater Pressure Transducer w/ Datalogger, per week	\$	200.00
Hand Auger, per day	\$	20.00
Inclinometer Probe, per day, 1/2 day minimum	\$	200.00
Interface Probe, per day	\$	50.00
Iron Test Kit	\$	20.00
Laser Level, per day	\$	50.00
Low Flow Groundwater Sampling Equipment, per day	\$	225.00
Multiparameter Water Quality Meter, per day	\$	80.00
Nuclear Density Gage, per hour, 1/2 day minimum	\$	10.00
Peristaltic Pump, per day	\$	50.00
pH Probe, per day	\$	15.00
PID, FID or OVA, per day	\$	100.00
Saximeter, per day	\$	50.00
Scuba Diving Gear, per day/per diver	\$	250.00
Shallow Soil Exploration Equipment, per day	\$	50.00
Soil Field Screening Equipment, per day	\$	15.00
Soil Sample Kit	\$	15.00
Steam Flow Meter, per day	\$	15.00
Strain Gauge Readout Equipment, per day	\$	50.00
Surface Water Flow Meter, per day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per day	\$	50.00
Turbidity Meter, per day	\$	30.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$	0.65

*Specialized and miscellaneous field equipment, at current rates, list available upon request.*

**OTHER SERVICES, SUPPLIES AND SPECIAL TAXES**

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

**Associated Project Costs (APC)**

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

All rates are subject to change upon notification.

