

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 19-4-3A

RESOLUTION AUTHORIZING CONSULTING SERVICES CONTRACT #19-50-11 WITH SHANNON AND WILSON, INC. FOR PROJECT 16-3 MANSION HILL RESERVOIR RELOCATION PROJECT TO PERFORM PHASE 2 ESA AND COST ESTIMATING SERVICES

WHEREAS, Sound Transit plans to construct the Federal Way Link Light Rail Extension and requires the taking of property from the District at the Mansion Hill Tank Site; and

WHEREAS, the Board of Commissioners authorized Project 16-3 Mansion Hill Reservoir Relocation Project in the 2019 and prior years Capital Improvement Program to replace the existing 5.0MG Reservoir in conflict with the Sound Transit fee take; and

WHEREAS, the District received an offer from Sound Transit for the property take on March 19, 2019 and included a deduction for remediation of soils containing the presence of lead and arsenic within the fee take area; and

WHEREAS, upon discovering the presence of contaminated soils within the fee take, the District desires to evaluate the remainder of the site to identify any additional contamination and evaluate remediation methods, if required, to address any environmental concerns; and

WHEREAS, the District selected Shannon and Wilson, Inc. from the District's MRSC Consultant Roster and requested a scope to perform the site evaluation and if the presence of contaminated soils, to determine potential costs to address the environmental concerns; and

WHEREAS, the District's Engineer and General Manager reviewed the 4/01/19 Scope of Services from Shannon and Wilson, Inc. and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The General Manager or designee is authorized to enter into Consulting Services Contract #19-50-11 (Attachment 1, incorporated herein by this reference) with Shannon and Wilson, Inc. for a not-to-exceed amount of \$24,671.00 for Project 16-3 Mansion Hill Reservoir Relocation Project.
2. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the agreement if required.

**HIGHLINE WATER DISTRICT
King County, Washington**

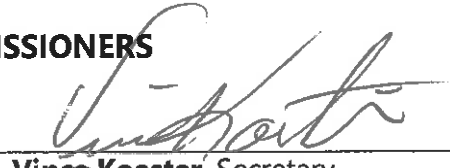
RESOLUTION 19-4-3A

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **3rd** day of **April 2019**.

BOARD OF COMMISSIONERS



Kathleen Quong-Vermeire, President



Vince Koester, Secretary



Todd Fultz, Commissioner



Daniel Johnson, Commissioner



George Landon, Commissioner

ATTACHMENT 1

HIGHLINE WATER DISTRICT AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into between **HIGHLINE WATER DISTRICT**, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and **SHANNON & WILSON, INC.**, (hereafter referred to as "the Consultant") in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. Scope of Consulting Services. Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project:

Mansion Hill Soils Investigation ("Project").

The scope of services is more fully described on **Exhibit A** attached hereto and incorporated herein by this reference.

2. Compensation and Payment. District shall pay Consultant for the time and materials devoted to the Project as consideration for the performance of the services set forth on **Exhibit A**, not to exceed the amount of Twenty Four Thousand Six Hundred and Seventy One and 00/100 Dollars (\$24,671.00). Such compensation shall be payable in the following manner:

- 2.1 Consultant shall submit a detailed monthly billing for all services provided describing in reasonable and understandable detail the services rendered, fees charged and expenses incurred by Consultant during the previous month in accordance with a schedule of rates set forth on **Exhibit B**, including fees and expenses for additional services authorized by District as provided herein. District shall pay the invoice within sixty (60) days of receipt, except as to any disputed amounts.

- 2.2 Upon District's failure to pay within sixty (60) days of receipt the undisputed amount set forth in any monthly billing submitted to District by Consultant, such unpaid balance will bear interest at the rate of 1% per month until the amount of such unpaid balance, plus interest thereon shall be paid in full.

- 2.3 Consultant shall maintain accounts and records of fees billed and expenses incurred as described in this Section 2 in accordance with generally accepted accounting principles, and agrees to make such accounts, records and supporting documentation available to the District and its authorized representatives for inspection at mutually convenient times, both during the Project work and for three (3) years following the final payment for services rendered or termination of the Consultant's services under this Agreement.

3. Schedule of Work. Consultant shall commence the performance of its services under this Agreement upon receipt of notice to proceed from the District to do so and shall provide the services in accordance with the schedule on **Exhibit A**, subject to delays for causes beyond the reasonable control of Consultant or as otherwise agreed to by District.

4. Subcontractors. Consultant shall not subcontract or assign any portion of the work covered by this Agreement without the prior written approval of the District, such consent to be given in District's sole discretion. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

5. Independent Contractor. Consultant is an independent contractor and not an employee of the District. Consultant shall be responsible in full for payment of its employees, including insurance and deductions, and for payment to any subcontractors. No personnel employed by Consultant shall acquire any rights or status regarding the District. All of the services required hereunder shall be performed by Consultant or under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal and local laws to undertake the work performed by them.

6. Changes in Scope of Services. The District may require changes or modifications in the scope of services to be performed under this Agreement. Any such changes or modifications shall be in writing and signed by the parties to this Agreement. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as set forth in Paragraph 2 above or in a manner otherwise mutually agreed to by the parties.

7. Insurance. Consultant shall maintain throughout the performance of this Agreement the following types and amounts of insurance.
 - 7.1 Comprehensive vehicle liability insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of Two Million Dollars (\$2,000,000).

 - 7.2 Commercial General Liability Insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

 - 7.3 Professional liability insurance (Errors and Omissions insurance) with limits no less than Two Million Dollars (\$2,000,000).

The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District; and (3) shall state that the District will be given 45 days prior written notice of any cancellation, non-renewal in coverage.

The District shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by or on behalf of the Consultant and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance.

Before commencing work and services, Consultant shall provide to the District a Certificate of Insurance and required endorsements evidencing the insurance described above. The District reserves the right to request and receive a certified copy of all required insurance policies.

The above insurance limits do not constitute a limit on Consultant's liability to the District. Any payment of deductible or self-insurance retention shall be the sole responsibility of Consultant.

Consultant shall be solely responsible for the safety of its employees and subcontractors at the Project work site, and shall comply with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

8. Indemnification. Consultant shall defend, indemnify and hold harmless the District, its elected and appointed officers, employees and agents and volunteers from and against all claims, injuries, damages, liabilities, losses of suits, including attorneys' fees and costs, arising out of or relating to Consultant's errors and omissions under this Agreement, except for injuries or damages to the extent caused by the negligence of the District. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Consultant's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of Consultant's negligence. The provisions of this Section shall survive the expiration of termination of this Agreement.
9. Ownership of Documents. Consultant agrees to return to District upon termination of this Agreement all documents, logs, drawings, photographs and other written or graphic material, however produced, received from District and used by Consultant in performance of its services hereunder. All documents, logs, drawings, specifications, designs, mylars, surveys, survey data, reports and other work product (collectively referred to as "Work Product") produced by Consultant in connection with the services rendered under this Agreement shall be owned by District upon payment to Consultant. District shall own all copyrights to such Work Product and Consultant agrees to assign all ownership rights to such Work Product to the District upon payment to Consultant. Reuse of any such Work Product by the District for other than a specific project or modification in use by the District of any of the Work Product without the Consultant's prior written approval shall be at the District's sole risk.
10. Standard of Care. Consultant warrants that its services shall be performed with the level of care, skill and competence of the consulting profession in accordance with the standard for professional services at the time the services are rendered.
11. Right of Entry. District shall provide for the right of entry of Consultant and its subcontractors and all necessary equipment in order to complete the services under this Agreement.

12. Compliance with Codes and Standards. Consultant's Professional Services shall be consistent with the standard of care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time Consultant renders its services.
13. Discovery of Hazardous Materials. The Parties recognize that unanticipated hazardous materials or suspected hazardous materials may be discovered on District's property or on property included as part of the site of work but not owned by District. The discovery of unanticipated hazardous materials may delay the Consultant's provision of the services required herein. In that event, the parties may extend the Contract Completion Date by mutual agreement.
14. Termination. This Agreement may be terminated by either Party upon five (5) days written notice for any reason. In the event of termination, Consultant shall be entitled to compensation for all services performed and costs incurred through and including the date of termination, except as to any disputed amounts.
15. General Provisions.

- 15.1 Notices. Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either Party shall have previously designated by such a notice:

To the District:

Highline Water District
23828 30th Ave. S.
Kent, WA 98032

Attn: Matt Everett
General Manager

To the Consultant:

Shannon & Wilson, Inc.
400 N 34th Street, Suite 100
Seattle, WA 98103

Attn: Ryan Peterson
Env. Investigation Project Manager

- 15.2 Entire Agreement. This Agreement and its exhibit attachments contain the entire understanding between the District and Consultant relating to the consulting services which are the subject of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.
- 15.3 Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.
- 15.4 No Third Party Rights. This Agreement is made only for the benefit of the District and Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.

- 15.5 Jurisdiction/Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall be brought in King County Superior Court, King County, Washington.
- 15.6 Severability. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
- 15.7 Effective Date. The effective date of this Agreement shall be the date that this Agreement has been signed by authorized representatives of both Parties hereto ("Effective Date").

Shannon & Wilson, Inc.
("Consultant")

By _____
Typed Name Ryan Peterson
Its Environmental Investigation Project Manager
Dated _____

HIGHLINE WATER DISTRICT
("District")

By _____
Typed Name Matt Everett
Its General Manager
Dated _____

April 1, 2019

EXHIBIT A

Mr. Jeremy DelMar, PE
Highline Water District
23828 30th Avenue S.
Kent, WA 98032

RE: SCOPE OF SERVICES AND FEE ESTIMATE FOR FOCUSED PHASE II
ENVIRONMENTAL SITE ASSESSMENT AND REMEDIAL COST ESTIMATE,
MANSION HILLS RESERVOIR, SEATAC, WASHINGTON

Dear Mr. DelMar:

We appreciate the opportunity to submit this scope of services and cost estimate in investigate the Mansion Hills Reservoir (subject property). The subject property consists of King County parcels 0922049235 and 0922049340. The subject property is about 5.05 acres and hosts several large water tanks, a propane tank, and a pump station.

Task 1: Sample Collection and Analysis

We understand that arsenic, lead, and lube-oil range hydrocarbon have been detected in shallow soil on the east portion (about 0.73 acre) of the subject property; however, the remaining portion of the subject property has not been evaluated. The objective of Task 1 is to collect and analyze soil samples to delineate lube oil range hydrocarbons, arsenic, and lead-impacted soil throughout the subject property. The southwest corner of the subject property has reported buried asbestos pipe. This will not be investigated; however, cleanup costs will be estimated for the asbestos removal.

Based on previous reporting, the source of the arsenic and lead contamination is suspected to be historical sand blasting of water tanks on the subject property with possible contribution from air fall associated with the former Tacoma smelter. The source of lube oil range hydrocarbons is suspected to be from vehicles or road runoff. The scope of services for Task 1 includes collection of sitewide soil samples and laboratory analysis for arsenic and lead and localized sampling and laboratory analysis for lube-oil range hydrocarbons.

Task 1.1: Sample Collection

Collection of soil samples will occur in two field mobilizations, which we will coordinate with you and/or designated staff from Highline Water District. We assume that all fieldwork will

occur during normal business hours in March or early April 2019. We understand that time is of the essence as construction of a 2.5-million-gallon water tank is to begin in weeks.

During the first mobilization, we will conduct a site reconnaissance and designate prospective sample locations using white paint. As required by state law, we will request the Washington State Utilities Underground Location Center to mark subsurface utilities near the proposed sample collection locations. Washington State Utilities Underground Location Center requires at least two full business days to complete their marking activities; however, they will only mark on the nearest public property (typically rights-of-way).

During the second mobilization, we will subcontract a private utility locator to mark utilities on the subject property and we will collect soil samples. We estimate that activities performed during the second mobilization will take two days.

In general conformance with Washington State Department of Ecology's (Ecology's) Tacoma Smelter Plume Model Remedies Guidance (2012), a Shannon & Wilson employee will collect soil samples from 32 unpaved locations using a hand auger or shovel. We will collect one soil sample from each location at 0 to 6 inches below ground surface (bgs), one soil sample at 1 to 2 feet bgs, and one soil sample at 2 to 3 feet bgs. Sample locations will be selected based on onsite conditions and will be targeted to evaluate the arsenic and lead potential areas suspected to be near the water tanks and well as potential air-wide contamination from air fall from the former Tacoma smelter. Sampling for lube-oil range hydrocarbons will be targeted near roads.

The sample boreholes will be backfilled with the excavated soil and the surface will be returned to match the surrounding grade to the extent feasible with hand tools.

Decontamination water will be discharged to the ground surface and allowed to evaporate or infiltrate.

Task 1.2: Laboratory Analysis

Soil samples will be submitted to a laboratory under subcontract with Shannon & Wilson. In the absence of schedule constraints, requested turnaround time will be standard (5 to 7 business days) to minimize costs. If turnaround must be expedited, two-business-day turnaround will be used.

We will limit analysis of collected samples to provide a detailed delineation the extents of impacted soil while minimizing cost. Initially, all 32 soil samples from 0 to 6 inches bgs will be analyzed for arsenic and lead. If the laboratory results indicate that arsenic or lead is above Model Toxics Control Act (MTCA) Method A (MTCA-A) cleanup levels for

unrestricted land use, then the deeper samples will be analyzed for the analyte with the exceedance, down to the 2 to 3 feet bgs interval potentially. The U.S. Environmental Protection Agency Method 6010 will be used to analyze for arsenic and lead.

We will use the toxicity characteristic leaching procedure (TCLP) to analyze up to 15 samples with detected lead or arsenic that are more than 20 times MTCA-A. The TCLP results will aid in estimating costs for disposal of impacted soil.

Up to six locations at 0 to 6 inches bgs will be analyzed for lube-oil range hydrocarbons where vehicles or road runoff may be a source (near roads). If the laboratory results indicate that lube-oil range hydrocarbons are above MTCA-A, than the deeper samples will be analyzed for the analyte with the exceedance. We will use Northwest Total Petroleum Hydrocarbon – Diesel Extended Method to analyze for lube-oil range hydrocarbons.

Task 2: Remedial Cost Estimate

We will prepare a cost estimate to evaluate two remedial options: excavate and blend impacted soil in accordance with Ecology's [Tacoma Smelter Plume Model Remedies Guidance](#) (2012), or excavate and dispose of impacted soil off site. This remedial cost estimate will include consultant fees to work with Ecology, contractor fees, contingency fees, and other relevant fees.

Task 3: Reporting

We will prepare a formal, written report which will include a summary of field activities and observations, a site diagram showing sampling locations, a summary of sample analyses and interpretation, chain-of-custody documentation, laboratory reports, remedial options and cost estimates, and our conclusions and recommendations (if any). Recommendations may include additional soil sampling or other environmental investigations. The report and opinions will be based solely on the services described herein. The report will be finalized after one round of comments. Both the draft and final reports will be provided electronically.

Please note that the proposed scope of services does not include preparation of a remediation feasibility study or cleanup action plan. If requested, we can provide any of these services.

SCHEDULE AND FEE

We are prepared to begin work immediately upon receiving notice to proceed (NTP). We estimate that sample collection could begin within three business days of NTP, dependent upon subcontractor availability and property access coordination. The draft report will be submitted for your review within two weeks of completion of sample collection and finalized within two weeks of receipt of comments.

We are prepared to undertake the services described above on a time-and-expense basis using the hourly rates shown in the enclosed Standard General Terms and Conditions. Based on our understanding of the proposed activities, we estimate that the total fee for the environmental services will be \$24,671, including \$9,908 in subcontractor fees. A summary of the fee estimate is provided in the enclosed Table 1.

LIMITATIONS

Shannon & Wilson has prepared this scope of services and cost estimate in a professional manner, using that level of skill and care normally exercised for similar projects under similar conditions by reputable and competent environmental consultants currently practicing in the area.

This scope of services is for the exclusive use of Highline Water District and its representatives. Shannon & Wilson has prepared the enclosed, "Important Information About Your Environmental Site Assessment/Evaluation Proposal," to assist you and others in understanding the use and limitations of our proposals.

Sincerely,

SHANNON & WILSON



Ryan Peterson, PE
Environmental Engineer



Scott Gaulke, PE, LHG
Vice President

RBP:SWG/rbp

Enc. Table 1 – Fee Estimate
Standard General Terms and Conditions
Important Information About Your Environmental Site Assessment/Evaluation
Proposal

Table 1 - Fee Estimate

Task 1: Sample Collection and Analysis	Rate	Quantity	Subtotal	Subtotal
Labor				
Vice President	\$250.00 /hr	4 hrs	\$1,000.00	
Professional III	\$110.00 /hr	28 hrs	\$3,080.00	
				\$4,080.00
Indirect Expenses: Subcontractors				
Private Utility Locating	\$90.00 /hr	4 hrs	\$360.00	
Sample Preparation	\$15.00 /ea	96 ea	\$1,440.00	
Arsenic at 0-6 inches (EPA Method 6010)	\$12.00 /ea	32 ea	\$384.00	
Arsenic at 1-2 feet (EPA Method 6010) (optional)	\$12.00 /ea	32 ea	\$384.00	
Arsenic at 2-3 feet (EPA Method 6010) (optional)	\$12.00 /ea	32 ea	\$384.00	
Lead at 0-6 inches (EPA Method 6010)	\$12.00 /ea	32 ea	\$384.00	
Lead at 1-2 feet (EPA Method 6010) (optional)	\$12.00 /ea	32 ea	\$384.00	
Lead at 2-3 feet (EPA Method 6010) (optional)	\$12.00 /ea	32 ea	\$384.00	
EPA Method 1311 - TCLP (optional)	\$92.00 /ea	15 ea	\$1,380.00	
NWTPH-Dx - Lube Oil	\$75.00 /ea	18 ea	\$1,350.00	
Expedited (2 day) laboratory turnaround (optional)	60 %	1 ea	\$3,074.40	
S&W Markup on Subcontractor Costs	15 %	1 ea	\$1,486.26	
				\$11,394.66
Indirect Expenses: Other				
Mileage	\$0.58 /mile	80 miles	\$46.40	
Environmental Hand Auger Kit	\$50.00 /day	1 day	\$50.00	
				\$96.40
Task 1 Subtotal:				\$15,571.06
Task 2: Remedial Cost Estimate	Rate	Quantity	Subtotal	Subtotal
Labor				
Vice President	\$250.00 /hr	4 hrs	\$1,000.00	
Professional III	\$110.00 /hr	24 hrs	\$2,640.00	
Task 2 Subtotal:				\$3,640.00
Task 3: Reporting	Rate	Quantity	Subtotal	Subtotal
Labor				
Vice President	\$250.00 /hr	4 hrs	\$1,000.00	
Professional III	\$110.00 /hr	32 hrs	\$3,520.00	
Word Processing	\$110.00 /hr	5 hrs	\$550.00	
Drafting	\$65.00 /hr	6 hrs	\$390.00	
Task 3 Subtotal:				\$5,460.00
Total Fee Estimate:				Subtotal
Subcontractor Fees Subtotal				\$9,908.40
Shannon & Wilson Fees Subtotal				\$14,762.66
Total Fee Estimate:				\$24,671.06

NOTE:

ea = each; EPA = U.S. Environmental Protection Agency; ESA = environmental site assessment; hr = hour; NWTPH-Dx = Northwest Total Petroleum Hydrocarbon - Diesel Extended Method; TCLP = toxicity characteristic leaching procedure



SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

Attachment to and part of our Proposal: 103047-P

Date: April 1, 2019

Mr. Jeremy DelMar, PE

To: Highline Water District

Re: Mansion Hills Reservoir, SeaTac, Washington

STANDARD GENERAL TERMS AND CONDITIONS

ARTICLE 1 – FEES AND EXPENSES FOR RENDERING SERVICES

Fees for Professional Services

Fees for Shannon & Wilson's services are based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the following rates. These rates are for the 2019 calendar year. At the end of each calendar year, our rates will be adjusted for the next calendar year.

<u>OFFICERS/ASSOCIATES</u>	<u>ENG./GEOL./HYDRO./ENVIRON.</u>	<u>FIELD & LAB TECH./DRAFTER/TECH ASST.</u>	<u>Overtime</u>
Officers/VP \$250.00	Senior Professional III \$165.00	Senior Technical Services (Sr., IV) \$115.00	\$140.00
Senior Associate \$210.00	Senior Professional II \$150.00	Technical Services (III, II, I) \$70.00	\$85.00
Associate \$185.00	Senior Professional I \$135.00		
	Professional IV \$120.00	<u>WORD PROC./REPRO./RECORDS/CLERICAL</u>	
<u>SPECIAL SERVICES</u>	Professional III \$110.00	Senior Office Services (Sr., V, IV) \$110.00	\$135.00
Computer Analyst \$185.00	Professional II \$100.00	Office Services (III, II, I) \$65.00	\$80.00
Info Resources Specialist \$135.00	Professional I \$90.00		

Expert Testimony. Hourly rates will be doubled for time spent actually providing expert testimony in court or depositions.

Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15 percent. Examples include, but are not limited to, expenses for out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, telecommunication charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, laboratory equipment fees, shipping charges, and supplies.

ARTICLE 2 – PAYMENTS TO SHANNON & WILSON

Invoices shall be prepared in accordance with Shannon & Wilson's standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in Shannon & Wilson's Proposal.

Unless Shannon & Wilson's Proposal contains a fixed lump-sum price, Shannon & Wilson's actual fees may exceed the estimate contained in its Proposal. Shannon & Wilson shall not exceed the estimate contained in its Proposal by more than ten percent (10%) without the prior written consent of Client, provided however, unless the Client authorizes additional funds in excess of the estimate contained in Shannon & Wilson's Proposal, Shannon & Wilson shall have no obligation to continue work on the project.

Invoices are due and payable within 30 days of receipt. If Client fails to pay Shannon & Wilson's invoice within 30 days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30th day. In addition, Shannon & Wilson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson's invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.

Records of Shannon & Wilson's direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson's premises and copies provided to Client at cost.



Date: April 1, 2019
To: Mr. Jeremy DelMar, PE
Highline Water District

IMPORTANT INFORMATION ABOUT YOUR ENVIRONMENTAL SITE ASSESSMENT/EVALUATION PROPOSAL

Imagine purchasing a site for \$500,000, only to learn later during construction that hazardous materials have been discovered. That you are legally obliged to remove them before work may continue. That the unanticipated cleanup cost will be \$5 million. Or more.

The risk is real. There is no way to eliminate risk, but it can be managed by relying on a qualified consulting firm to perform an environmental site assessment (ESA), also known as a pre-acquisition site assessment.

RELY ON A QUALIFIED FIRM. THE COST OF OWNING A POLLUTED SITE CAN BE IMMENSE AND YOU MAY HAVE TO BEAR IT ALL YOURSELF.

Insurance will not ordinarily pay for cleanup, because most policies exclude pollution coverage. You may be unable to force prior owners to pay unless they have previously assumed the obligation in writing. Even the option of abandoning the site may not reduce your exposure.

Although assessments are required by law in some states, no current ordinance, regulation, or code is known to prescribe what an assessment must consist of. This is as it should be. For an assessment to be effective, those who design it need flexibility to adequately consider the unique set of factors created by the site itself and your own particular risk management objectives. Addressing the need for flexibility, there are several guidance documents available for conducting ESAs. The American Society for Testing and Materials (ASTM) has developed a standard for the Phase I ESA process (ASTM E 1527-94). This is the most widely recognized and accepted standard currently in use for ESAs.

Although reliance on a competent consultant is necessary to manage your risk, *it does not eliminate your risk*. Consultants who perform assessments generally are engaged to determine if a site has the potential for, or is affected by, hidden problems. If they could see the un-seeable, they would know precisely where to look and what methods to apply, but consultants are not clairvoyant. Even the most rigorous professional assessment may fail to identify all existing conditions. This potential creates risk. *The risk is yours*. Do not look to your consultant to assume it. Your consultant serves as your professional advisor to provide guidance and opinions based on analysis and judgment. Were professional firms to accept your risks in addition to their own, the cost of performing assessments would be prohibitive.

A FIRM UNCONCERNED ABOUT ITS OWN RISKS CANNOT BE EXPECTED TO CARE ABOUT YOURS.

It is essential to work with a consultant who understands the risks involved, can explain them to you clearly, and can competently apply appropriate technical measures to reduce those risks to levels you can tolerate. The technical measures are usually pursued in stages, with each step being based on information obtained from the previous one.

The initial stage of an assessment is usually a review of the site history. Typical tasks associated with this review might include reviewing public documents to chronicle site ownership for the past 30, 40, or more years; investigating the site's regulatory history to learn about permits granted or citations issued; determining prior uses of the site and those adjacent to it; and interviewing previous owners/operators and owners of adjacent properties with respect to local concerns and site use.

Existing conditions are evaluated by conducting a site reconnaissance and reviewing available information such as topographic and real estate maps, historical aerial photos, geologic information, and hydrologic data; federal and state regulatory database lists regarding known and/or potential environmental conditions; readily available published information about surface and subsurface conditions; and the potential for naturally occurring hazards, such as radon gas, asbestos, or methane.

WAITING UNTIL THE LAST MINUTE CAN DILUTE THE QUALITY OF WORK AND INCREASE RISK.

Because so many aspects of a historical review require reliance on information provided by third parties, it is essential to give your consultant adequate lead time. Following the historical review, or in conjunction with it, your consultant will probably perform a site reconnaissance. This means "walking" the site using any available current maps, aerial photos, or development plans. Particular concerns are distressed vegetation, ground stains, trash and/or debris, landfills, depressions, and evidence of any underground tanks or other potential contaminant sources. Discussions with site personnel, former employees, and adjacent property owners can also be of value, particularly with respect to any past or present chemical use, storage, treatment, or disposal practices. In cases where buildings, piping, or transformers exist on the site, site reconnaissance should be expanded to consider the potential for asbestos or polychlorinated biphenyls contamination.

Some clients direct their consultants to terminate an ESA without sampling when historical review and site reconnaissance alone indicate that hazardous materials are probably not present. Other clients prefer additional review as a general risk reduction measure or when prior findings or professional intuition suggest the site may be “dirty.”

Additional review can take a variety of forms. Many consultants proceed by collecting samples of subsurface materials for visual evaluation and laboratory analysis. If these procedures indicate the presence of hazardous substances, the client is so informed. Follow-up activity might then include additional subsurface sampling to help determine the source of contamination or contaminant migration pathways. Qualitative and/or quantitative chemical testing may also be appropriate to evaluate the contaminants’ composition.

In those instances where the client believes some type of contaminant is present, the consultant is usually engaged to provide a comprehensive survey, including groundwater analysis. This would be followed by a report of findings. Depending on the scope of work, the report may identify the procedures necessary to mitigate hazardous conditions (assuming they are found) and the likely cost of performing the required remedial measures.

INCIDENTAL DAMAGE MAY OCCUR DURING SAMPLING ACTIVITIES.

Incidental damage to a facility may occur during sampling activities. Asbestos and lead-based paint sampling often require destructive sampling of pipe insulation, floor tile, walls, doors, ceiling tile, roofing, and other building materials. Shannon & Wilson does not provide for paint repair. Limited repair of asbestos sample locations is provided for; however, Shannon & Wilson does not warranty repairs made by our field personnel, nor shall we be held liable for injuries or damages that may occur as a result of those repairs. If you desire a specific form of repair, such as may be provided by a licensed roofing contractor, you should request the specific repair at the time of the proposal. Repair methods not specified in the proposal are the responsibility of the owner.

CERTIFYING THAT CERTAIN CONDITIONS EXIST, WHEN IT IS IMPOSSIBLE TO KNOW THAT THEY EXIST, MAY BE RULED A NEGLIGENT ACT.

Most consultants will refuse to certify, i.e., warrant, that a site is free of contaminants, because it is impossible to know with absolute certainty if such a condition exists. Contaminants may be present in areas that were not surveyed or sampled, or may migrate to areas that showed no signs of contamination when previously sampled. A prudent consultant can only provide an opinion.

INDEMNIFYING AND/OR LIMITING MONETARY EXPOSURE IS IMPORTANT TO THE CLIENT AND THE CONSULTANT.


Indemnifications are important concerns to the consultants because of court rulings that make them liable to any party who could foreseeably be damaged by their negligent acts. As a consequence, a consultant engaged by a buyer could be sued by a site’s owner because the consultant’s discovery of hazardous materials effectively destroyed the land’s value. Even though the consultant’s position would likely be upheld in court, the claim would have to be defended, and the cost of defense might be many times larger than the fee earned for conducting the assessment. For reasons such as this, most assessment contracts include provisions that make clients responsible for project-related liabilities that consultants are powerless to control.

Also, our client (the buyer) may be sued by the current landowner for reduced property value if waste is discovered. As a result, the potential buyer in the assessment agreement should address this potential problem so that both the potential buyer and the consultant are “held harmless” for the possible discovery of waste.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

Occasionally, an ESA will disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, statutory law, or common law to notify you and others of these conditions.

The preceding paragraphs are based on information provided by the ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland

Agenda Item No.: 5.1
Agenda Date: 04/03/19
Reviewed By: 

Re: Resolution authorizing Contract #19-50-11 with Shannon & Wilson, Inc. for Project 16-3 Mansion Hill Reservoir Relocation Project to perform Phase 2 ESA and Cost Estimating Services

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
		Amount: \$ <u>24,671.00</u>				

ATTACHMENTS:

1. Resolution 19-4-3A
2. Attachment #1 - Contract #19-50-11

COMMENTS:

The District received an offer from Sound Transit for the property take on March 19, 2019 and included a deduction for remediation of soils containing the presence of lead and arsenic within the fee take area.

Upon discovering the presence of contaminated soils within the fee take, the District desires to evaluate the remainder of the site to identify any additional contamination and evaluate remediation methods, if required, to address any environmental concerns.

The District selected Shannon and Wilson, Inc. from the District's MRSC Consultant Roster and requested a scope to perform the site evaluation and if the presence of contaminated soils, to determine potential costs to address the environmental concerns.

Staff recommends approval of this resolution.