

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF STANWOOD  
AND MAUL FOSTER & ALONGI, INC.  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and Maul Foster & Alongi, Inc., a Washington Profit Corporation ("Consultant").

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit "A" and "B"** and incorporated herein by this reference ("Scope of 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.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 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 work 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 work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the

City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall commence on May 26, 2016 and shall terminate at midnight, December 31, 2016. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.**

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

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and 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 so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever 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 indicate No or Yes below)*

\_\_\_\_\_ No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “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, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s 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 Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of

Retirement Services of the State of Washington.

### III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** 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. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**  
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

### III.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 work 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 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 written at least as broad on 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 work 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. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. 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 work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's

insurance coverage shall be primary insurance as respect the City. 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.

i. **Claims-made 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.

j. **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 business days' notice to the Consultant to correct the breach, immediately terminate the contract 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.

k. **Public Entity Full Availability of Consultant Limits**  
If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity 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 contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against 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, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. 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.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

### III.11 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 his status as an independent contractor in the performance of the work and 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 make no claim of City employment nor shall 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 that the Consultant performs hereunder.

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

III.12 **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 where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **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 services provided to the City.

### III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process.

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

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

#### ARTICLE IV. OBLIGATIONS OF THE CITY

##### IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$2,500.00 for Phase I and \$22,500.00 for Phase II without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. 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.

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

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

##### IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. 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.

##### b. **Public Records**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the

Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

#### ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

Mayor Leonard Kelley  
10220 270<sup>th</sup> Street, NW  
Stanwood, WA 98292

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

MAUL FOSTER & ALONGI, INC.  
ATTN: ~~Jim Darling~~ Justin Clary *JJC*  
1329 North State Street, Suite 301  
Bellingham, WA 98225

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

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.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.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or 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 written instrument properly signed by both parties.

#### V.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 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 provision held to be invalid.

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

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto 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.

V.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.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.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.

V.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.

V.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 below.

DATED this 17 day of June, 2016.

CITY OF STANWOOD

MAUL FOSTER & ALONGI, INC.

By Leonard Kelley  
Leonard Kelley, Mayor

By Justin L. Clary  
~~Jim Darling,~~  
Vice President / Principal Planner  
Justin L. Clary  
Puget Sound Operations Director

Approved as to form:

Grant Weed  
Grant Weed, City Attorney



MAUL FOSTER ALONGI

1329 North State Street, Suite 301 | Bellingham, WA 98225 | 360 594 6262 | www.maulfoster.com

20 CELEBRATING  
YEARS  
1996-2016

May 11, 2016  
Project No. P1030.02.01

Ryan Larsen  
City of Stanwood  
10220 270th Street NW  
Stanwood, WA 98292

Re: 8627 271st Street NW, Stanwood, WA 98292: Proposal for Phase I Environmental Site Assessment

Dear Mr. Larsen:

Maul Foster & Alongi, Inc. (MFA) appreciates the opportunity to present this proposal to conduct a Phase I Environmental Site Assessment (Phase I ESA) for the above-referenced property.

### **BACKGROUND**

The site consists of a vacant, undeveloped lot (Snohomish County Parcel No. 00432400101500) that is approximately 0.05 acres in size. The property is surrounded by 271<sup>st</sup> Street NW to the south, 34<sup>th</sup> Avenue NW to the east, municipal public parking to the north, and private commercial businesses to the west.

### **SCOPE OF WORK**

MFA will conduct a Phase I ESA at the above-referenced property. The scope of work is designed to meet the standard practice for conducting a Phase I ESA, contained in the American Society for Testing and Materials (ASTM) Standard Practice E1527-13, and the "all appropriate inquiries" (AAI) standard under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) in 40 CFR Part 312. The Phase I ESA will be directed by an environmental scientist with relevant education and experience in performing Phase I ESAs. MFA has developed this scope of work for the Phase I ESA to provide the necessary information regarding the potential for impacts to site environmental media, permitting the user to satisfy one of the requirements to qualify for the bona fide prospective purchaser, innocent landowner, and/or contiguous property owner limitations on CERCLA liabilities.

The purpose of the Phase I ESA is to identify "recognized environmental conditions." Recognized environmental conditions are defined in ASTM E1527-13 as the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property, or into the ground,

groundwater, or surface water of the property. The term includes hazardous substances or petroleum products used even under conditions in compliance with the laws. The term is not intended to include de minimis conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

MFA will conduct AAI regarding the potential for recognized environmental conditions at the property. AAI means an appropriate level of assessment, balancing time and cost demands with an adequate reduction in uncertainty regarding unknown conditions as consistent with CERCLA §101(35)(B)(iii).

The scope of work for the Phase I ESA specifically excludes evaluation of the following issues: asbestos-containing building materials; radon; lead-based paint; lead in drinking water; wetlands; regulatory compliance; cultural and historic resources; industrial hygiene; health and safety; ecological resources; endangered species; indoor air quality; biological agents; toxic fungus; mold; and high-voltage power lines.

No environmental assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of a Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with a property.

### **Review Regulatory Agency Records**

MFA will retain a subcontractor to search publicly available state and federal environmental databases within the ASTM-specified distances.

MFA assumes spending up to two (2) hours reviewing environmental records and/or reports provided by the Client. This proposal includes completion of a regulatory file request for the property and/or adjacent properties if identified in the standard environmental databases. MFA will review regulatory files received before the conclusion of the agreed-upon timeframe for this scope of work.

### **Historical Land Use**

MFA will review available sources of historical land use information to develop a chronology of the property's development and operational history. MFA's scope of work and cost estimate does not include reviewing the history of adjoining properties.

MFA will use standard sources of historical information to identify prior uses of the property. MFA will consult one or more of the following standard historical sources:

- Aerial photographs
- Fire insurance maps

- Property tax files
- Recorded land title records (if provided by client)
- U.S. Geological Survey 7.5-minute topographic map
- Local street directories
- Building department records
- Zoning/land use records
- Fire marshal records
- Previous prior usage assessments
- Other historical sources

### **Site Reconnaissance**

A site reconnaissance will be conducted to obtain information that may suggest evidence of recognized environmental conditions in connection with the property. MFA will need authorization to access the site. During the site visit, MFA will observe the uses and conditions of the property, consistent with ASTM E1527-13, to the extent that they can be visually or physically observed.

The periphery and interior of the property will be visually observed, as well as the periphery of all structures on the property. The accessible areas inside structures will be observed; MFA will not look under floors, above ceilings, or behind walls. The property and adjoining properties will also be viewed from adjacent public thoroughfares.

### **Interviews**

For purposes of this Phase I ESA, MFA will attempt to interview current and past property owners and operators. MFA may also attempt to contact current and/or past owners and operators of adjacent properties that may have environmental issues. The objective of the interviews is to obtain information indicating recognized environmental conditions in connection with the property.

The interviews may be by telephone, in person, or in writing. The questions asked during the interview will attempt to obtain information about uses and conditions of the property and to identify the presence of recognized environmental conditions, as well as to evaluate the potential for contamination. MFA will attempt to schedule the interviews to coincide with the site reconnaissance, if appropriate.

MFA will also make a reasonable attempt to interview at least one government official by telephone concerning the property. The official will be from one of the following agencies:

- Local or state agencies having jurisdiction over hazardous-waste disposal or hazardous-substance releases

- Local fire department that serves the property
- Local health department or state department of health

### **Phase I ESA Report Preparation**

MFA will prepare a signed Phase I ESA report that generally follows the recommended format in ASTM E1527-13 and will provide it electronically. The Phase I ESA report will identify the environmental professional(s) involved in conducting the ESA. A statement of each professional's qualifications will also be attached. Hard copies and/or CD copies of the report can be provided, if requested, but will result in additional charges not included in MFA's estimated budget.

### **COST ESTIMATE**

The fixed fee to perform the proposed work is \$2,500.00.

### **SCHEDULE**

MFA will initiate the scope of work described herein upon receiving your authorization to proceed. The Phase I ESA report will be provided to the City of Stanwood within six weeks of receipt of notice-to-proceed; including access to the site, the property owner, and occupants for site reconnaissance and interviews. This proposal is valid for 30 days.

Please be advised that, according to ASTM E1527-13, you, as the user, are required to provide MFA with the information requested in the attached Client/User Questionnaire, as available. Failure to return the completed Client/User Questionnaire could result in forfeiture of protection from CERCLA liability.

After you have reviewed this submittal, please provide MFA with a Professional Services Agreement for this scope of work. Please also complete and sign the Client/User Questionnaire, return these documents to us (scanned files are acceptable), and retain a copy for your records.

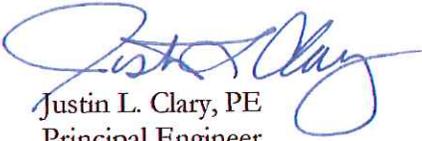
Ryan Larsen  
May 11, 2016  
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Project No. P1030.02.01

We appreciate the opportunity to submit this proposal, and look forward to talking with you soon.

Sincerely,

Maul Foster & Alongi, Inc.



Justin L. Clary, PE  
Principal Engineer



Heather Good, LHG  
Project Hydrogeologist

Attachment: Client/User Questionnaire

Phase II ESA would likely include:

- Driller. Assuming we can use a direct-push drill rig, we should be able to conduct all drilling within one day's time, which costs about \$6,000/day for this drill method.
- Waste Disposal. Cost for disposal of any soil cuttings and groundwater generated from installing borings would be around \$1,000.
- Analytical. Dependent upon former site uses and any prior investigation results (if available), the costs for soil and/or groundwater samples to be analyzed by a laboratory can vary greatly (simple former gas station sites are limited to gas/diesel-related contaminants, site with other uses may require analysis for other contaminants that are more costly to analyze for). Similarly, the City's timeline for the Phase II can impact costs (laboratory rush turnaround time shorter than the standard two week turnaround increases costs greatly).
- MFA Field Oversight/Reporting. This will include staff time for developing a work plan and health and safety plan for the investigation, coordinating and overseeing all of the field work (including field equipment costs), and writing a report summarizing the findings of the investigation.