



**Snohomish County Council**

**Committee:** Conservation, Sustainability, and Recreation    **Analyst:** Nicole Gorle  
**ECAF:** 2021-1019  
**Motion:** 21-436    **Date:** Dec. 7, 2021

**Consideration:**

Authorize the Executive to sign a professional services agreement with Aspect Consulting for air and soil quality testing that has already been completed.

**Background:**

An EPA Tier I Air assessment was conducted at McCollum Park indoor facilities in Spring of this year, and a subsequent EPA Tier II assessment was recommended as a result of the Tier I assessment. Due to the initial findings, conducting the Tier II assessment as soon as possible was necessary.

The services were estimated at the time to be \$30,000<sup>1</sup>, which is over the \$25,000 limit the Executive has authority to execute under SCC 3.04.140(2) for these types of contracts.

Although no contract has been approved as of yet, Aspect Consulting conducted the work outlined in the contract in Spring of this year and is pending payment subject to approval of this contract by Council.

Agreement Timeline:

April 2021	Need for EPA Tier II assessment identified
August 2, 2021	PA – Agreement Approved As to Form
September 17	Agreement signed by consultant
November 30	Agreement put into Legistar for processing
	Approved by risk management
December 1	Received by Council Clerks

Emergency Purchase Request Timeline:

April 13, 2021	Signed by Division Manager
August 11, 2021	Signed by Department Head
August 11, 2021	Approved by Purchasing

**Current Proposal:**

**Scope:** Aspect Consulting provided testing and consulting on indoor air quality at McCollum Park. Tasks include:<sup>2</sup>

1. Work Plan and Site Reconnaissance
2. Indoor and Ambient Air Sampling
3. Sub-Slab Soil Gas Sampling

<sup>1</sup> See Emergency Purchase Request/Report Form attached to ECAF

<sup>2</sup> See Attachment 1 to the staff report for detailed scope of work.

4. Data Analysis and Communications
5. Draft and Final Report
6. Project Management

*Duration:* April 15, 2021 through September 30, 2021  
*Cost:* \$33,805

**2021 Budget:** Yes – 309-51094905026599

**Future Budget Impact:** No

**Handling:** Urgent

**Approved-as-to-form:** Yes

**Risk Management:** Yes

**Executive Recommendation:** Approve

**Attachment:**

Attachment 1 – Scope of Work – Aspect Consulting/McCollum Park

**Amendments:** None

**Request:** Move to GLS on December 15<sup>th</sup> for Council to consider taking action.



April 12, 2021

Jeremy Husby, Division Manager  
Snohomish County | Conservation and Natural Resources  
6705 Puget Park Drive, M/S 303  
Snohomish, WA 98296

**Re: Proposal for Vapor Intrusion Evaluation at McCollum Park**  
Aspect Project No.: 210222

Dear Mr. Husby:

Aspect Consulting, LLC (Aspect) is pleased to present this proposal for a vapor intrusion evaluation of buildings at McCollum Park, located at 600 128th St. SE, Everett, WA 98206 (Subject Property). Based on phone and email communications with you on April 7, 2021, the purpose of this work is to evaluate potential vapor intrusion within existing buildings at McCollum Park by following Washington State Department of Ecology (Ecology) Guidance and verify that subsurface vapors are not impacting indoor air quality.

As we understand it, Snohomish County developed McCollum Park in 1996 as part of cleanup activities at the closed Emarder Landfill (landfill) conducted under Agreed Order, 96 TC-N126 with Ecology. Confirmation groundwater monitoring is ongoing as part of the site cleanup under the Model Toxics Cleanup Act.

This proposal presents Aspect's work scope and cost estimate to complete the following tasks:

- Task 1 – Work Plan and Site Reconnaissance
- Task 2 – Indoor and Ambient Air Sampling
- Task 3 – Sub-Slab Soil Gas Sampling
- Task 4 – Data Analysis and Communications
- Task 5 – Draft and Final Report
- Task 6 – Project Management

Descriptions of the work to be performed in each task are presented in the following sections. An itemized cost estimate to complete the work is provided in Table 2 (attached).

## Vapor Intrusion Evaluation

The vapor intrusion evaluation will be conducted in accordance with Ecology's *Guidance for Evaluating Soil Vapor Intrusion in Washington State: Investigation and Remedial Action* (Ecology, 2018<sup>1</sup>) and includes the following tasks:

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<sup>1</sup> Washington State Department of Ecology (Ecology), 2018, *Guidance for Evaluating Soil Vapor Intrusion in Washington State: Investigation and Remedial Action*, Publication No. 09-09-047, October 2009, revised April 2018.



**Task 1 – Work Plan and Site Reconnaissance**

A Vapor Intrusion Work Plan (Work Plan) will be developed and submitted for review by Snohomish County. Following approval of the Work Plan, a site reconnaissance will be scheduled. An Aspect field scientist and a professional engineer will visit the Subject Property to evaluate the buildings on the Subject Property.

The purpose of the evaluation is to identify building construction characteristics, heating and ventilation systems, and sources of possible chemical contaminants that may influence the results of indoor sampling. Potential sources of VOCs will be identified in the buildings by visual observation and by using a photoionization detector (PID), or similar air-monitoring device, to screen the building. The site reconnaissance will be completed at least 48 hours prior to indoor air sampling to ensure that possible sources of cross-contamination are removed and/or documented to the extent practical. The buildings, proposed sampling locations are shown below in Table 1.

**Table 1. Proposed Sampling Locations and Number of Samples**

Building/Location	Type of Sample		
	Indoor Air	Ambient Air	Sub-Slab Soil Gas
McCollum Park Pool		1	
Lobby	1		1
Women's Locker Room	1		1
WSU Extension Building		1	
Northeast Office	1		1
Southwest Office	1		1
WSU Education Building		1	
Evergreen Classroom	1		1
Cougar Classroom	1		1
McCollum BMX Building		1	
Open Space	1		1
Adopt a Stream Building		1	
Gift Shop	1		1
Education Room	1		1
Eastern End	1		1

**Task 2 – Indoor and Ambient Air Sampling**

Indoor and ambient air sampling will consist of the collecting one indoor air sample per location and one ambient background air sample per building. Time-integrated 8-hour samples will be collected over the course of the workday. Air samples will be collected using 6-liter (L) Summa canisters with dedicated flow regulators set at a fill rate for an approximately 8-hour sampling event.

Indoor air samples will be collected from inside the specified areas within the buildings. Locations may be adjusted pending the results of the building evaluation during the site reconnaissance. Ambient background air samples will be obtained concurrently with the indoor air sampling. Ambient air samples will be collected in a similar manner as the indoor air samples, using 6-L Summa canisters. Samples will be analyzed using Massachusetts Department of Environmental

Protection (MDEP) Method for Air Petroleum Hydrocarbons (APH) and U.S. Environmental Protection Agency (EPA) Method TO-15 for volatile organic compounds (VOCs). A standard two-week turn-around time will be requested for receiving the analytical results and laboratory report.

### ***Task 3 – Sub-Slab Soil Gas Sampling***

The day following indoor air sampling, sub-slab soil gas samples will be obtained from beneath the concrete slab of the buildings using temporary soil gas sampling points. Temporary soil gas sampling points will be installed through the slab using a rotary hammer drill. Soil gas samples will be collected using 1-L Summa canisters fitted with 150 milliliters per minute (mL/min) flow regulators and dedicated sampling trains. Samples will be analyzed using Massachusetts Department of Environmental Protection (MDEP) Method for Air Petroleum Hydrocarbons (APH); U.S. Environmental Protection Agency (EPA) Method TO-15 for volatile organic compounds (VOCs); and ASTM International (ASTM) method D1946 for helium. A standard two-week turn-around time will be requested for receiving the analytical results and laboratory report. After completion of sampling, the temporary soil gas sampling points will be extracted, and the holes will be patched with concrete.

### ***Task 4 – Data Analysis and Communications***

Analytical results from air and soil gas sampling will be compared against applicable Washington State Model Toxics Control Act (MTCA) Method B cleanup and screening levels. Data analysis may include Johnson-Ettinger Modeling to evaluate potential contributions from soil gas to indoor air, if appropriate. If soil gas and indoor air concentrations exceed screening levels or cleanup levels, Aspect will notify Snohomish County and discuss further evaluation or interim remedial actions, as necessary.

### ***Task 5 – Draft and Final Report***

If the evaluation of analytical data indicates the vapor intrusion pathway is incomplete, Aspect will document the results of the investigation activities in a draft and final report for review by Snohomish County. If the evaluation indicates the vapor intrusion pathway may be a risk, Aspect will discuss the results with Snohomish County as indicated in the above task and will include recommendations for mitigation to improve the air quality in occupied structures. Aspect will also include recommendations for further investigation, if required.

### ***Task 6 – Project Management***

Task 6 will include the preparation and management of the project budget; coordination and communication with Snohomish County representatives; preparation and distribution of project status updates, budget tracking, and resource allocation; subcontractor coordination and contracting; preparation of monthly progress invoices; and other miscellaneous project management and administration activities.

## **Schedule**

The proposed timeline for completion of these activities is shown below (pending contractual approval).

- Work Plan – April 16<sup>th</sup>
- Site Reconnaissance – April 20<sup>th</sup>
- Indoor and Ambient Air Sampling – Week of April 26<sup>th</sup>
- Sub-Slab Soil Gas Sampling – Week of April 26<sup>th</sup>
- Draft Report – May 4<sup>th</sup>
- Final Report – June 18<sup>th</sup>

## **Closing**

We estimate this proposed scope of work can be completed for **\$33,805**. A detailed cost estimate is attached in Table 2. The scope of services above will be billed on a time and materials basis in accordance with the attached Schedule of Charges. We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. We will use a Contract Change Form to request your authorization for any changes to this scope of services. This cost proposal is valid for 90 days unless extended in writing by Aspect.

Aspect's Services will be provided in accordance with the attached Terms and Conditions. This proposal and those Terms and Conditions, together, constitute the Agreement between Aspect Consulting, LLC and Snohomish County (Client). Your signature below represents acceptance of this Agreement and provides written authorization to proceed. Please return one signed copy of this Agreement to Aspect and retain a signed copy for your records.

## **Limitations**

Work for this project was performed for Snohomish County (Client), and this work plan was prepared in accordance with generally accepted professional practices for the nature and conditions of work completed in the same or similar localities, at the time the work was performed. This letter does not represent a legal opinion. No other warranty, expressed or implied, is made.

All reports prepared by Aspect Consulting for the Client apply only to the services described in the Agreement(s) with the Client. Any use or reuse by any party other than the Client is at the sole risk of that party, and without liability to Aspect. Aspect's original files/reports shall govern in the event of any dispute regarding the content of electronic documents furnished to others.

Snohomish County  
April 12, 2021

Project No. 210222

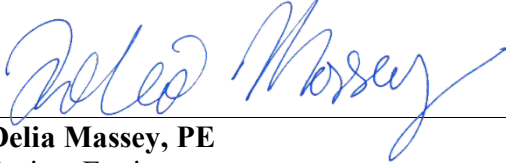
Sincerely,

**Aspect consulting, LLC**



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**Peter Bannister, PE**  
Sr. Associate Environmental Engineer  
pbannister@aspectconsulting.com



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**Delia Massey, PE**  
Project Engineer  
dmassey@aspectconsulting.com

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Client Representative

Date

Attachments: Table 2 – Cost Estimate for McCollum Park Vapor Intrusion Evaluation  
Terms and Conditions  
Schedule of Charges

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**Table 2 - Cost Estimate for McCollum Park Vapor Intrusion Evaluation**

Work Element	Estimated Hours						Estimated Costs			
	Bannister	Massey	Call	Rullien	Yabandeh	Maisen	Labor	Other Direct Charges (ODC)	Subs	Total Cost
<b>Task 1 - Vapor Intrusion Assessment</b>										
Site Reconnaissance/Work Plan	4	12	6				\$ 3,718	\$ 185		\$ 3,903
Indoor and Ambient Air Sampling		2	12				\$ 1,880	\$ 218	\$ 7,154	\$ 9,252
Sub-Slab Soil Gas Sampling		4	24				\$ 3,760	\$ 997	\$ 5,373	\$ 10,130
Data Analysis	4	8		2	2		\$ 2,876			\$ 2,876
Draft and Final Report	4	24		2	2	4	\$ 6,028			\$ 6,028
Project Management	4	4					\$ 1,616			\$ 1,616
<b>Task Subtotal</b>	16	54	42	4	4	4	\$ 19,878	\$ 1,399	\$12,528	\$ 33,805
<b>Total Hours</b>	16	54	42	4	4	4				
<b>Hourly Rate</b>	\$ 238	\$ 166	\$ 129	\$ 143	\$ 155	\$ 124				
<b>Total</b>	\$ 3,808	\$ 8,964	\$ 5,418	\$ 572	\$ 620	\$ 496	\$ 19,878	\$ 1,399	\$12,528	\$ 33,805



# Aspect Consulting, LLC

## Terms and Conditions

### 1. RIGHT OF ENTRY AND PROPERTY RESPONSIBILITY

The Client will obtain right of entry to the property where the Services are to be performed ("Property"). The right of entry shall allow Aspect and its subcontractors to enter the Property to perform the Services, which may require repeated visits to the Property for on-site monitoring if included in the description of Services. Aspect is responsible for its own activities, but has no responsibility for the Property, for third party safety precautions, or for the safety or control of third parties.

### 2. SUBSURFACE RISKS AND SITE DAMAGES

Client recognizes special risks exist whenever professional consulting services are employed to determine the composition of a site's subsurface or to determine the existence or non-existence of any man-made or natural subsurface features, including, but not limited to, hazardous substances. Client shall disclose to Aspect all known conditions, substances, or features in writing or in maps, plans or drawings. Even with adequate disclosure by Client, Client acknowledges that the use of exploration and testing equipment may unavoidably damage or alter the Property surface or subsurface and Client accepts this risk. Client assumes responsibility for claims and/or damages arising from changed or differing site conditions or to subsurface structures, including buried utility lines, pipes, tanks, tunnels, or other conditions and agrees to hold harmless, defend and indemnify Aspect and its subcontractors from any such claims and/or damages, including attorney fees, except to the extent directly caused by the negligence of Aspect or its subcontractors.

### 3. HAZARDOUS SUBSTANCES

Client shall provide Aspect with all information available to Client concerning past and present use of the Property and the nature and extent of any known or suspected hazardous substances or conditions, prior to Aspect performing the Services. Unless expressly stated otherwise in the Agreement, Client acknowledges that Aspect has no liability as a generator, operator, transporter, disposer, or arranger of the transportation and/or disposal of hazardous substances from the Property. Client agrees to hold harmless, defend and indemnify Aspect and its subcontractors from any claims and/or damages, including attorney fees, arising out of the presence, release, or threatened release of hazardous substances on or from the Property, except to the extent directly caused by the negligence of Aspect or its subcontractors.

### 4. SLOPE STABILITY

Client recognizes risks are inherent with any site involving slopes. Client accepts full responsibility for these risks. Client acknowledges that the information obtained or recommendations made by Aspect may help to reduce Client's risk but no amount of engineering or geologic analysis can assure slope stability. Therefore, Client agrees to hold harmless, defend and indemnify Aspect and its subcontractors from any claims and/or damages, including attorney fees, arising out of or related to slope movement, except to the extent directly caused by the negligence of Aspect or its subcontractors.

### 5. SAMPLE DISPOSAL / WELL DECOMMISSIONING

5.1 Aspect may dispose of any samples obtained from the Property 30 calendar days after the issuance of any document that includes the data obtained from the sample, unless other arrangements are mutually agreed upon in writing. Unless expressly stated otherwise in the description of Services, the disposal cost for samples is not included in any cost estimate for the Services. Client acknowledges the difficulty in determining disposal costs in advance and authorizes Aspect to bill Client for expenses incurred in disposing of samples obtained from the Property.

5.2 Any wells installed as part of Aspect's work may later need to be properly decommissioned and recorded in accordance with applicable law. Unless expressly stated otherwise in the description of Services, well decommissioning and recording are not included in the Services to be performed by Aspect.

### 6. OWNERSHIP OF DOCUMENTS / WORK PRODUCT

6.1 Data, reports or information provided by Aspect under this Agreement shall only become the property of Client upon full payment for the Services. After full payment, Aspect shall retain joint ownership of all such information. Aspect shall retain copies of the original electronic files and/or hardcopy versions of information provided by Aspect or by Client. Aspect's originals shall govern in the event of any dispute regarding the content of electronic media furnished to others.

6.2 All reports prepared by Aspect under this Agreement are intended solely for the Client and apply only to the Services. Any use or reuse by Client for purposes outside of this Agreement is at the sole risk of Client and without liability to Aspect. Aspect shall not be liable for any third parties' use of the deliverables provided by Aspect.

6.3 Aspect is entitled to rely upon the completeness and accuracy of reports, documents, drawings, plans and other information furnished by Client concerning the Property or the project that is the subject of this Agreement.

6.4 In the event Aspect is required to respond to legal process related to the Services for Client, Client agrees to reimburse Aspect its current hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation.

6.5 Unless a different time period is stated in the Agreement, Aspect shall retain records in accordance with Aspect's records retention policy.

## **7. PAYMENT TERMS**

Invoices shall be submitted to Client upon completion of the Services, or if Services extend beyond 30 days, on a monthly basis for the preceding months work. Billing corrections must be requested within 30 days of invoice date. Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees will be charged or billed directly to Client. Aspect will not bill a third party without a statement, signed by the third party, accepting payment responsibility. In the event a third party fails to pay, Client shall remain liable for all unpaid invoices for the Services. Aspect may suspend work and/or withhold delivery of data for Services in the event Client fails to pay its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees.

## **8. PERFORMANCE AND WARRANTY LIMITATION**

Aspect will perform all Services consistent with recognized standards of professionals in the same locality and involving similar conditions. **ASPECT MAKES NO OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES.** No representative of Aspect is authorized to give or make any other representation or warranty in any way, in connection with the Services. Aspect shall not be liable for any failure or delay in performance by Aspect resulting, in whole or in part, from any cause beyond the reasonable control of Aspect.

## **9. INSURANCE / LIMITATION OF LIABILITY**

9.1 Aspect maintains primary General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Aspect maintains Professional Liability insurance to provide coverage for liability resulting from professional errors and omissions.

9.2 Aspect's liability to Client for bodily injury or property damage covered by Aspect's General Liability Insurance policy shall be limited to the proceeds available from the primary General Liability Insurance policy. The liability of Aspect, its manager, members, professionals, employees, and subcontractors to the Client for damages, including attorney fees, resulting from an act, error or omission in providing or failing to provide professional services, whether based in tort or in contract, shall be limited to the greater of \$50,000 or the amount of compensation paid to Aspect under this Agreement, unless higher limits are agreed upon in writing. In no event shall either party be liable to the other party, for any consequential or incidental damages, including, without limitation, damages for loss of income, loss of profits and/or loss or restriction of use of the Property.

## **10. TERMINATION**

Suspension or termination of all or any part of the Services may be initiated by Client; however Client shall be responsible for all fees owed Aspect for Services performed by Aspect, including all direct costs and all expenses incurred or committed that cannot be cancelled without penalty as well as reasonable termination expenses, prior to Aspect's receipt of written notice from Client. Either party may terminate this Agreement for cause in the event of the other party's substantial or material failure to perform in accordance with the terms hereof, through no fault of the terminating party. Except for termination arising out of delinquency in payment, a termination for cause shall not be effective unless: (i) not less than seven days' written notice of intent to terminate has been provided; (ii) the notice specifies all reasons for the termination; and (iii) the notified party is given an opportunity to consult with the terminating party to discuss the termination and to cure the substantial failure before the expiration of the period specified in the written notice.

## **11. MISCELLANEOUS PROVISIONS**

11.1 These Terms and Conditions, together with the Agreement, the Schedule of Charges, and any additions or revisions agreed upon in writing by the parties, form the entire Agreement and control over all previous communications, representations, or agreements, either verbal or written, between Client and Aspect.

11.2 Aspect may assign work included under the Agreement to subcontractors.

11.3 Client and Aspect agree to use their best efforts to resolve any disputes, claims or other matters in controversy arising under or related to this Agreement.

11.4 These Terms and Conditions shall be governed by the laws of the State of Washington. The sole venue for any legal action related to this Agreement shall be King County, Washington.

11.5 The unenforceability of any term or condition herein shall not affect the validity or enforceability of the remainder to these Terms and Conditions; the intent of the parties being the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenience and do not define or affect these Terms and Conditions or their interpretation. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.



# SCHEDULE OF CHARGES

Effective January 2021

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

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<b>PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS</b>	<b>Hourly Rate</b>
<i>Principals and Associates</i>	
<b>Principal</b> Scientist/Engineer/Analyst <b>2</b>	\$272
<b>Principal</b> Scientist/Engineer/Analyst <b>1</b>	\$258
<b>Sr. Associate</b> Scientist/Engineer/Analyst	\$238
<b>Associate</b> Scientist/Engineer/Analyst	\$223
<i>Technical Professionals</i>	
<b>Senior</b> Scientist/Engineer/Analyst <b>3</b>	\$223
<b>Senior</b> Scientist/Engineer/Analyst <b>2</b>	\$209
<b>Senior</b> Scientist/Engineer/Analyst <b>1</b>	\$195
<b>Project</b> Scientist/Engineer/Analyst <b>3</b>	\$179
<b>Project</b> Scientist/Engineer/Analyst <b>2</b>	\$166
<b>Project</b> Scientist/Engineer/Analyst <b>1</b>	\$155
<b>Staff</b> Scientist/Engineer/Analyst <b>3</b>	\$143
<b>Staff</b> Scientist/Engineer/Analyst <b>2</b>	\$129
<b>Staff</b> Scientist/Engineer/Analyst <b>1</b>	\$120

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<b>PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF</b>	<b>Hourly Rate</b>
<i>Field/Construction Staff</i>	
<b>Field/Construction Supervisor</b>	\$132
Field <b>Technician 2</b>	\$108
Field <b>Technician 1</b>	\$100
<i>Design, CAD, and Graphics Staff</i>	
Engineering <b>Designer</b>	\$155
<b>Sr. CAD</b> Technician/Specialist	\$140
<b>CAD</b> Technician	\$123
<i>Technical Editing and Project Operations</i>	
<b>Sr. Technical Editor</b>	\$124
Technical <b>Editor / Project Coordinator 3</b>	\$113
Project <b>Coordinator 2</b>	\$105
Project <b>Coordinator 1</b>	\$99

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<b>PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT</b>	<b>Hourly Rate</b>
<b>Sr. Technology Project Manager</b>	\$232
Technology <b>Project Manager</b>	\$215
<b>Senior</b> Software/Database Architect/ <b>Developer</b>	\$220
Software/Database Architect/ <b>Developer</b>	\$194

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<b>OTHER DISBURSEMENT CHARGES</b>	
Legal Testimony (4-hour minimum)	\$350/hr
Mileage	Federal Gov Rate <b>Plus 15%</b>
Subcontractors and Miscellaneous Expenses	Cost <b>Plus 15%</b>
<b>Other equipment, rentals, and expenses will be provided on a per job basis.</b>	

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Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.