
TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.:	_____	Meeting Date:	<u>June 23, 2014</u>
Subject:	<u>Approval of a Professional Services</u>	Prepared by:	<u>Gregory A. Jacoby</u>
	<u>Agreement with Schwyn Environmental</u>		<u>Town Attorney</u>
	<u>Services</u>	Atty Routing No:	<u>015-14</u>
	_____	Atty Review Date:	<u>June 18, 2014</u>

Summary: Beginning in 1950, the Town leased land from Weyerhaeuser for use as a sanitary landfill. The landfill was closed in 1980 but it appears certain maintenance and cover rehabilitation activities may be required. The Town has retained attorney Bill Joyce to advise it on these matters. Bill has recommended that the Town hire Schwyn Environmental Services (SES) to review historical information, interview knowledgeable personnel, and prepare a summary memorandum to assist the Town in developing a strategy for resolving this matter. The scope of services is described more fully in the letter from SES, which is attached as Exhibit A to the professional services agreement. The agreement has a not to exceed amount of \$14,285.00.

Recommendation: Staff recommends approval of the professional services agreement with Schwyn Environmental Services.

Motion for consideration: I move to approve the professional services agreement with Schwyn Environmental Services.

Fiscal Impact: None. The Town's insurer has agreed to reimburse the Town.

Attachments: Professional services agreement with Schwyn Environmental Services.

RESOLUTION 2014-R

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
SCHWYN ENVIRONMENTAL SERVICES**

WHEREAS, a sanitary landfill formerly operated by the Town of Eatonville on land leased from the Weyerhaeuser Company (the "Landfill") may require additional maintenance and closure activities in order to comply with state and/or local law; and

WHEREAS, in the past, the Town has worked with Weyerhaeuser on issues related to the Landfill closure; and

WHEREAS, the Town requires professional assistance to evaluate stabilization, cover, and maintenance options for the Landfill; and

WHEREAS, Schwyn Environmental Services is qualified to provide the services that the Town needs; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Professional Services Agreement with Schwyn Environmental Services is approved in the form attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 23rd day of June 2014.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk



June 17, 2014

Doug Beagle
Town Administrator
PO Box 309
Eatonville, WA 98328

**RE: EXHIBIT A
EATONVILLE LANDFILL TECHNICAL SUPPORT
DOCUMENT REVIEW SERVICES SCOPE AND BUDGET**

Dear Mr. Beagle:

Schwyn Environmental Services, LLC (Schwyn) appreciates the opportunity to provide professional consulting services to the Town of Eatonville, Washington (Town) for the for the Eatonville Landfill (Site) project. Schwyn understands that significant work has been performed by others to evaluate landfill stabilization, cover, or solid waste removal options, and the Town, along with Weyerhaeuser (the property owner) are reviving the property closure efforts. Schwyn's role will be to support the Town in assessing whether Site closure recommendations presented in those documents are reasonable and prudent. Schwyn's support services will include:

- **Review Historical Information:** Schwyn understands that PES Environmental Inc. (PES) conducted a review of historical information and provided recommendations for closure alternatives in 2013. Schwyn will review historical documents and the PES reports and assess the applicability of Site closure recommendations provided by PES.
- **Site Visit:** A visit to the Site will be conducted to observe the Site conditions, gather information regarding Site layout, and meet with the Town to discuss closure goals, options, and challenges.
- **Interviews:** Schwyn will contact PES, Weyerhaeuser, and regulatory agency personnel to discuss the Site status and closure designs, and obtain their opinions and attitudes regarding the Site.
- **Memorandum Preparation:** A memorandum will be prepared to summarize the background information review methods, provide an opinion on whether data gaps exist, summarize applicable or relevant and appropriate requirements, and provide a the discussion of PES closure recommendations.

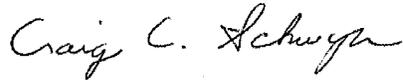
The estimated not-to exceed fee for the described scope of work is \$14,285 as shown on Table 1. If the scope of work changes, fee adjustments will be agreed to in writing prior to expenditure of additional funds. All services provided by Schwyn will be conducted and invoiced on a time-and-expenses basis in accordance with the attached compensation schedule. Invoices will be issued monthly and payment is due upon receipt.

Schwyn Environmental Services appreciates this opportunity to work with the Town of Eatonville. Schwyn will also work closely with Bill Joyce of Joyce, Ziker Parkinson, PLLC, during this project, and Mr. Joyce will be included in all project related correspondence.

If you have any questions or concerns during the course of our relationship, please do not hesitate to contact me. I look forward to working with you.

Sincerely,

SCHWYN ENVIRONMENTAL SERVICES, LLC.



Craig C. Schwyn, L.H.G.
Registered Hydrogeologist

Cc: Bill Joyce, Joyce Ziker Parkinson, PLLC

Attachments: Table 1
Compensation Schedule

**TABLE 1
ESTIMATED COST FOR
EATONVILLE LANDFILL DOCUMENT REVIEW AND SUMMARY MEMORANDUM
Eatonville, Washington**

TASK	Principal Billing Rate: \$150	Hydrogeo. \$120	Total Lbr Hrs	Total Lbr \$	Nonlbr Expenses	Schwyn Total \$	Mileage 0.65	Total Mileage \$	Task Total
1. Background Document Review									
1.1 Document review	20		20	\$3,000		\$3,000		\$0	\$3,000
1.2 ARAR review	6		6	\$900		\$900		\$0	\$900
1.3 PES/Weyerhaeuser Interviews	4		4	\$600		\$600		\$0	\$600
1.4 Agency Interviews	4		4	\$600		\$600		\$0	\$600
Subtotal Task 1	34	0	34	\$5,100	\$0	\$5,100		\$0	\$5,100
2. Site Visit									
2.1 Travel		12	12	\$1,440	\$350	\$1,790	800	\$520	\$2,310
2.2 Site Visit and Meeting	8		8	\$1,200	\$525	\$1,725		\$0	\$1,725
Subtotal Task 2	8	12	20	\$2,640	\$875	\$3,515		\$520	\$4,035
3. Summary Memorandum									
3.1 Memorandum Preparation	24		24	\$3,600	\$50	\$3,650		\$0	\$3,650
Subtotal Task 3	24	0	24	\$3,600	\$50	\$3,650		\$0	\$3,650
4. Project Management									
4.1 Project Administration	6		6	\$900		\$900		\$0	\$900
4.2 Conference Call	4		4	\$600		\$600		\$0	\$600
Subtotal Task 4	10	0	10	\$1,500	\$0	\$1,500		\$0	\$1,500
TOTAL ALL TASKS	76	12	88	\$12,840	\$ 925	\$13,765		520	\$14,285

2014 COMPENSATION SCHEDULE SCHWYN ENVIRONMENTAL SERVICES, LLC

<u>LABOR</u>	<u>HOURLY RATE</u>
Principal	\$150
Hydrogeologist	\$120

Rates apply to all labor including overtime.

Hourly rates may be adjusted annually and rate changes will go into effect on the first day of the calendar year.

The hourly rate for a particular matter may be based upon a verity of factors, depending on the nature of the duty and any special written arrangements between Schwyn Environmental Services and the client. Factors can include the amount of time spent on the matter; uniqueness and difficulty of the issues raised; the experience, reputation and ability requirements of the services rendered; and time limitations or extraordinary hardship required by the circumstances of the matter.

Expert testimony in court, deposition, declaration, arbitration, or public testimony is charged at 1.5 times the hourly principal rate.

EXPENSES

Supplies, Disposable Equipment, and Other Project Expenses

Charges for supplies, disposable equipment, and other expenses specifically used for a project will be charged at a rate of cost plus a ten percent (10%) handling charge.

Equipment

Field, laboratory, and office equipment used in the direct performance of work will be charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services

Subcontractor billing incurred in the direct performance of authorized services will be charged at a rate of cost plus ten percent.

Mileage and Vehicle Use

Mileage will be charged at a rate of \$0.65 per mile with a minimum charge of \$40 per day for field vehicle use. The mileage rate may be adjusted without notification based on fuel price fluctuation.

Travel, Meals, and Lodging

Travel (i.e., air, rental vehicles) will be charged at a rate of cost plus ten percent. Meals and lodging will be charged at the daily per diem rate of \$175 per day, or cost plus ten percent. Meals may be invoiced at a rate of cost plus ten percent when services are performed greater than 50 miles from Spokane, Washington.