

**Page 2 – Consultant Agreement for Architectural, Engineering & Surveying  
City of Redmond, standard form**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I  
GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II  
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

**III  
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend

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coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

The CONSULTANT shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, plans & specifications, and other data furnished to the CONSULTANT by the CITY shall be returned. Upon receipt of payment by CONSULTANT from CITY, all designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be at CITY's sole risk and without liability or legal exposure to the CONSULTANT.

**IV**

**TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

**V**

**PAYMENT PROVISIONS**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Payment terms shall be NET 30 days. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

**VI**

**SUBCONTRACTING**

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

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The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

**VII  
EMPLOYMENT**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of 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 any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.



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**VIII  
NONDISCRIMINATION**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "E" attached hereto and by this reference made a part of this AGREEMENT, and shall include the attached Exhibit "E" in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

**IX  
TERMINATION OF AGREEMENT**

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the

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time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the CITY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.



**X  
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI  
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

**XII  
VENUE, APPLICABLE LAW AND  
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

**XIII  
LEGAL RELATIONS**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the

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CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees. It is expressly understood that damages for a professional liability claim will be reimbursed upon determination of proportional negligence.

The CONSULTANT's relation to the CITY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

**Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Commercial general liability and property damage insurance in an amount not less than two million dollars (\$2,000,000) per occurrence/five million dollars (\$5,000,000) aggregate for bodily injury, including death and property damage.
- C. Professional liability insurance in the amount of \$2,000,000 or more against claims arising from the performance of professional services under this contract.
- D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.



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The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the CITY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the CITY.

The CITY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV  
EXTRA WORK**

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.



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**XV  
ENDORSEMENT OF PLANS**

If applicable, the CONSULTANT shall place its endorsement on all plans, estimates or any other engineering data furnished by them.

**XVI  
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XVI  
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

*CONSULTANT*

*CITY OF REDMOND*

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

Angela Birney, Mayor

**Title:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

## Exhibit A: Scope of Work

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### **Consultant's Scope of Work**

The Consultant shall provide professional services that include, but are not limited to, the following tasks:

#### **Task 1 – Semi-annual Groundwater Monitoring**

Semi-annual groundwater monitoring over a period of two weeks, as directed by the City, within winter (January 15 – February 15) and summer (July 15 – August 15) seasons in accordance with the City of Redmond Groundwater Quality Assurance Program Plan (QAPP).

Semi-annual groundwater monitoring includes, but is not limited to, the following activities:

##### *Planning*

- Coordinate with City Project Manager prior to sampling event to identify changes and current activities that could impact schedule.
- Prepare and update a project specific health and safety plan for field work conditions.
- Coordinate with City's contracted lab for glassware, analyses and lab results.
- Arrange right-of-way use permit with City, traffic control plans, purge water disposal permit with King County, traffic control equipment and necessary sampling equipment for monitoring event.
- Traffic control is typically required at approximately 5 well locations. Consultant will be responsible for set up of safety cones and traffic control as necessary at each location prior to performing sampling work. Two locations require lane closures. The remaining sites are more minor with traffic control set up in bike lanes.

##### *Groundwater Sampling*

- Collect water quality samples at up to 25 wells per City's QAPP and Sampling Analysis Plan (SAP). Locations and analyses information will be provided by the City in an approved SAP.
- Perform maintenance on existing bladder pumps, install new pumps as needed and provide maintenance recommendations.
- Groundwater samples shall be analyzed for a suite of parameters appropriate to monitor presence of potential contaminants at each given location. Groundwater analyses that may be included on Sampling Analysis Plan include:

Analyte	Method
Total/Dissolved Metals	EPA 200.8/6010D-Short List
Alkalinity	SM 2320B
Total Organic Carbon	SM 5310B
Chloride, Fluoride, Nitrate	SM4500-Cl E, SM 4500-F C, EPA 353.2
Sulfate	ASTM D516-07
Total Dissolved Solids	SM 2540C
VOCs	EPA 8260C
Polyfluoroalkyl Substances	EPA Method 1633
SVOCs	EPA 8270D

Analyte	Method
Perchlorate	EPA 314.0
Total/ Fecal Coliforms	SM 9222B
E. coli	SM 9222D
TPH	NWTPH-HCID
PPCP Group 1 (including caffeine, atrazine)	Method 1694

#### *Depth to Water Measurements and Transducer Download*

- Collect depth to water measurements during a one-day event designated by the City. This one-day event occurs during the week of the semi-annual sampling event, but no sampling occurs during this day. Depth to water (DTW) and depth to bottom (DTB) measurements are collected at up to 100 locations by a combination of City staff and the consultant. The consultant will collect DTW and DTB measurements and download transducers at the approximately 24 locations with transducers during this one-day event.
- Perform transducer maintenance, download data, relocate existing and/or install new sensors per City's direction and troubleshoot instrumentation issues at approximately 24 locations. Transducer models include InSitu and INW/Seametrics.
- Coordinate with vendor to resolve data retrieval issues and provide recommendations to City.
- Download data from City barometer (Seametrics BaroSCOUT 2) to use for transducer compensation.

#### *Reporting*

- Create draft and final versions of groundwater monitoring report.
- Provide draft monitoring report for City review and incorporate City comments into final report.
- Provide EQUIS electronic data deliverables (EDDs) of transducer data, water levels, field parameter and analytical data in City's EDD format. City will provide EDD formats. City will review deliverable packages for clerical and transcription errors (per QAPP) and determine if package meets an acceptable quality level. If the package does not pass data verification, then consultant will be required to correct noted deficiencies at no additional cost to the City and reissue a revised data package.
- Data will be managed securely by the Consultant according to the Information Privacy and Security Agreement.
- Consultant will provide quality assurance/quality control (QA/QC) review of analytical data to ensure quality objectives.
- Consultant will produce a draft and final groundwater monitoring report after QA/QC review is completed. Data validation summary will be included in the groundwater monitoring report.
- Laboratory invoices for analytical costs will be reviewed by Consultant for accuracy and sent directly to the City for payment.



Task 1 Deliverables:

Pressure Transducer data and draft groundwater monitoring report tables shall be delivered with thirty (30) days following completion of the given field sampling event. The draft groundwater monitoring report final water quality data EDDs shall be delivered within sixty (60) days following completion of field activities. The final groundwater monitoring report shall be delivered within fourteen (14) days of receiving City comments of the draft. Deliverables are described in detail below.

- 1) Semi-Annual Groundwater Monitoring Reports that describe all work performed and results obtained in relation to each sampling event for review and approval by the City. All work products are the property of the City of Redmond, are to be kept confidential, and are not to be released to any other party without written authorization from the City. The report shall follow the same format as past reports, including at minimum, the following elements:
  - a. Summary of protocols and work performed
  - b. Summary of analytical results
  - c. Summary of groundwater elevation results and any temporary construction dewatering (TCD) activities as notified by City that occur during event
  - d. Summary of consultant QA/QC review of analytical data, including a Level II data usability evaluation in accordance with the City of Redmond Groundwater Quality Assurance Program Plan
  - e. Figures:
    - i. Contour map of all groundwater elevation data collected from semi-annual depth to water event and monitoring well locations.
    - ii. Time series plots for transducer data with precipitation data for past 2 years.
  - f. Tables following City templates:
    - i. Summary of Redmond's monitoring well network information, including well depth, survey data, diameter, base depth, screened interval, equipment depth, pump type, and groundwater level depth range.
    - ii. Summary of field parameters and groundwater analytical laboratory results, with health standard exceedances identified using bold font.
    - iii. Summary of water quality standards for analytes sampled.
    - iv. Summary of groundwater level data.
    - v. Summary of transducers including serial numbers, manufacturer, installation date, calibration date, download date and removal date.
  - g. Documentation of field activities: depth-to-water measurements, field parameter measurements during well purge, field sheets and notes, chain-of-custody, and calibration records.
  - h. Laboratory reports for groundwater analysis, including QA/QC information from the laboratory.
- 2) Semi-Annual Groundwater Monitoring Data for each sampling event shall be delivered in a tabular format provided by the City that is compatible with EQuIS Professional 7.22.2 compatible format. The data shall include:
  - a. Groundwater field parameters
  - b. Groundwater analytical laboratory results
  - c. Downloaded transducer data compensated with barometric data and formatted to groundwater elevation data; and if applicable, include conductivity and temperature data.

Data shall be reviewed and marked for any anomalies following the Transducer SOP appendix within the QAPP.

- d. Groundwater elevation from manual depth to water measurements shall be emailed to project manager in Excel spreadsheet and contained in an EQulS format.

#### **OPTIONAL: Task 2 – Supplemental Monitoring Well Sampling and Analysis**

The City may request supplemental monitoring well sampling, analysis, or recommendations in response to situations such as:

- monitoring results of concern related to contaminant movement within the CARA or water quality standards
- an emergency such as response to a large spill, or
- temporary construction dewatering activities.

Supplemental sampling and analysis would be limited to select monitoring wells near the activity of concern. It is estimated that this supplemental work would be limited to ten (10) monitoring wells.

#### **OPTIONAL: Task 3 – Investigation into Sources of Contaminants of Concern**

If the need arises, the City may request support in evaluating and investigating contaminants of concern. This work may include:

- Provide regulatory, investigation and monitoring recommendations and activities related to the risk of contaminant movement within the aquifer.
- Provide planning, oversight, documentation and reporting of soil and groundwater sampling and/or new monitoring well installation.
  - Selection of monitoring well location(s)
  - Pre-installation and utilities locating
  - Management and disposal of Investigative Derived Waste and purge water
  - Development of monitoring well
  - Perform slug test for hydraulic conductivity data
  - Coordinate work elements with driller which City would contract separately
- Collect soil and/or groundwater samples at new and/or existing well locations. Report results and provide appropriate recommendations.
  - Results to be summarized in report tables and provided as EQulS EDDs in City's format

#### **OPTIONAL: Task 4 – Maintenance and Decommissioning of Existing Monitoring Wells**

The City may request evaluation, planning and/or oversight of monitoring well repair, re-development or decommissioning work. City would contract separately with a drilling contractor and consultant would plan, coordinate, and oversee work.

#### **OPTIONAL: Task 5 – EQulS Database Management**

The City uses EarthSoft's EQulS Environmental Database to manage the groundwater monitoring program's data. Consultant may be asked to provide technical guidance for the following projects, which may include, but is not limited to:

- Resolving existing database errors
- Creating new reports that incorporate water quality standards
- Updating database with new file naming convention
- Data migrations, EQulS trainings and troubleshooting

### **City's Scope of Work**

The City's scope of work will include the following:

- A. The City will provide all background information of the existing groundwater monitoring network, including monitoring well logs, water quality reports, well depth, survey data, screened interval, equipment type, well construction and depth-to water data.
- B. The City will provide available GIS data and EQuIS compatible format tables or database tables as needed for the work.
- C. The City will provide scheduling and requirements necessary to complete the work, including the Quality Assurance Program Plan.
- D. The City will provide information regarding the state-certified laboratory that will conduct the sampling analysis.
- E. The City will provide a draft Sampling Analysis Plan approximately 4 weeks prior to the scheduled monitoring event and a final version approximately two weeks prior to sampling.



## **Exhibit B: Task Orders and Schedule**

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### **I. Task Order Administration**

The City's Project Manager or her designated representative will administer each task order from the Public Works Department of the City. The schedule and period of each task order agreement will be separately negotiated and defined as described in the Task Order Process. There will be no specific limitation on the quantity, minimum and/or maximum value of individual task orders.

#### **A. Consultant Resources and Time**

The consultant may be expected to respond to short notice requests for technical services to resolve urgent task orders. The consultant should be capable of performing urgent task order assignments while working on another task order simultaneously.

#### **B. Task Order Process**

1. For each individual task order, the project manager will issue a written or verbal "Task Order Request" to the Consultant. The task request will describe the nature and extent of the project, its scope and preliminary schedule.
2. Within five (5) calendar days of the time frame specified in the "task order request", the Consultant will prepare a proposal that includes an applicable scope of work, schedule, and detailed fee proposal as well as identify key staff assignments and potential sub consultants.
3. The Consultant and project manager will determine the detailed scope of work, project schedule, Consultant fee, and other project management details.
4. The City Project Manager will provide a signed task order sheet as final approval of the task order.
5. Modifications to task order scope and/or increase in cost require timely notification to the City. Written authorization from the City Project Manager is required before additional costs are incurred.
6. The Consultant will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to be identified by work performed under separate task orders.

### **II. Semi-annual Groundwater Monitoring Schedule**

#### **A. Preparation**

1. Consultant will coordinate with the City project manager approximately 4 weeks prior to a sampling event to identify any changes to the monitoring program and any current construction activities that could impact the monitoring schedule. Consultant may also coordinate with appropriate City personnel or offsite property owners 1 week prior to the sampling event to schedule monitoring to minimize any disruptions; the sampling team will be prepared to rearrange the monitoring schedule after site arrival, if necessary.

2. At least 2 weeks prior to a sampling event, Consultant will coordinate with the City's contract laboratory regarding planned analyses, required sample bottles, and bottle delivery, pickup date, and location.

#### **B. Field work**

1. Semi-annual groundwater monitoring over a period of two weeks, as designated by the City, within winter (January 15 – February 15) and summer (July 15 – August 15) seasons.
2. Consultant will coordinate with City Project Manager to select a day to complete a round of depth to water and depth to bottom measurements; and transducer downloads.

#### **C. Deliverables schedule**

1. Pressure transducer data and draft groundwater monitoring report tables shall be delivered within thirty (30) days following completion of the given field sampling event.
2. The draft groundwater monitoring report and final water quality data EDDs shall be delivered within sixty (60) days following completion of field activities.
3. The final groundwater monitoring report shall be delivered within fourteen (14) days of receiving City comments of the draft.

## Exhibit C: Payment Schedule

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### I. Scope of Services Estimated Budget for Semi-annual Groundwater Monitoring

Subject to change based on number of monitoring locations included in scope of work for each task order. If unforeseen conditions are encountered, the consultant will bring these to the city's attention and seek modification to the scope of services and budget, as appropriate.

Scope of Services	Cost
<b>Semiannual Groundwater Monitoring (Cost Per Event)</b>	<b>\$25,300</b>
Landau Labor for Each Groundwater Sampling Event (25 wells by 2 field staff in 4 field days; includes field preparation and travel)	\$20,300
Field Sampling Equipment and Supplies (assumes no new tubing purchases required)	\$2,600
Vehicle Use	\$500
Traffic Control (ROW Permit and traffic control plan for 1 location)	\$900
Traffic Control Subcontractor (Assumes 1 location)	\$1,000
<b>Synoptic Water Levels (Assumes 1 day event with 2 field staff, separate from groundwater sampling)</b>	<b>\$5,100</b>
Landau Labor for Transducer Downloads	\$4,850
Field Sampling Equipment and Supplies	\$150
Vehicle Use	\$100
<b>Data Analysis and Reporting</b>	<b>\$16,200</b>
Hydrograph Updates	\$2,800
Data QA/QC and Laboratory Coordination	\$3,900
Monitoring Report	\$7,100
EQuIS EDDs	\$2,400
<b>Project Management and Administration (approximately 10% of Project Costs)</b>	<b>\$4,900</b>
<b>TOTAL (per Monitoring Event)</b>	<b>\$51,500</b>

#### Cost Estimate Assumptions

- All fieldwork will be completed within the City right-of-way or on City property. The City will provide Landau with access to the monitoring wells in the right-of-way and will ensure that the well locations are accessible to field vehicles. Landau will coordinate traffic control, as necessary.
- Each semiannual groundwater monitoring event will take four days (assumes 12-hour days) for two Landau field staff. Dedicated tubing, bladder pumps, and connectors have been installed in the monitoring wells, and will be available for use upon Landau's arrival.
- Each semiannual synoptic water level event will take one 12-hour day for two Landau field



staff.

- The waste generated during field activities will be drummed in water-tight containers, labeled, and properly disposed of in accordance with the appropriate discharge permit requirements at the end of each day. The City will sign all applicable waste manifests and disposal documentation. Waste disposal costs are not included in the cost estimate.
- The City will provide Landau with a database that includes all available historical site data with spreadsheets containing previous compliance evaluation calculations and plots.
- Draft semiannual reports will be submitted to the County for review prior to finalization. This proposal assumes that the draft will be approved by the City without significant modification. Both draft and final report will be submitted electronically.

## **II. Labor and Subconsultant Compensation Rates**

If any service is supplied by a subconsultant, Landau Associates will identify the source service provider(s), as specified in “Exhibit A – Scope of Work” and “Exhibit B – Task Orders and Schedule.” If the approved subconsultant is not able to render services, Landau Associates must notify the city immediately in writing. Written approval of Consultant’s request to use another qualified subconsultant will be at the sole discretion of the City.

<b>Personnel Labor</b>	<b>Hourly Rate</b>
Senior Principal	383
Principal	352
Senior Associate	315
Associate	289
Senior	263
Senior Project	242
Project	221
GIS Analyst / CAD Designer	221
Senior Staff	200
Staff / Senior Technician II	184
Data Specialist	184
CAD / GIS Technician	168
Project Coordinator	152
Assistant / Senior Technician I	137
Technician	121
Support Staff	105

## **III. Rate Change Requests**

The labor rates and classifications shown in this exhibit shall be subject to renegotiation once annually and upon written request of the Consultant.

As stated in Exhibit D, Option for Renewal, Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.

Written request by the Consultant for rate (price) changes must be made to the City’s project manager and City’s contract administrator within 30 calendar days from November 1. If no such written request is made, the current labor rates and classifications shown in this exhibit

will remain in effect. Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new labor rates and classifications that will be applicable following the anniversary date of the original contract agreement authorization. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties and be incorporated into this agreement. If requested, the Consultant will provide direct (raw) labor, indirect cost rate (overhead) and fixed fee (profit) information to aid in negotiation.

Contract Administrator Contact Information:

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## **Exhibit D: Option for Renewal**

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.