

**CITY OF FEDERAL WAY
REQUEST FOR STATEMENT OF QUALIFICATIONS
ON-CALL ENVIRONMENTAL AND GEOTECHNICAL SERVICES**

I. PURPOSE OF REQUEST

The City of Federal Way (“City”) is soliciting Statements of Qualifications (“SOQ”) and performance data from environmental and geotechnical professionals and engineers in connection with performing services for the City pursuant to Chapter 39.80 RCW. The City is requesting SOQs for the purpose of on-call environmental and geotechnical consulting services.

II. TIME SCHEDULE

The City will follow the following timetable:

Issue Request for SOQ	January 19, 2018
Deadline for Submittal of SOQs	February 16, 2018
Notify Firms Selected to Interview	March 8, 2018
Interview Firms	March 19-21, 2018
Notify Firm Selected	March 22, 2018

III. INSTRUCTIONS TO PROPOSERS

A. All Responses to Request for Statements shall be sent to:

Tony Doucette, SWM Project Engineer
City of Federal Way
33325 8th Ave S
Federal Way, WA 98003-6325
(253) 835-2753

B. Please place four (4) copies of your SOQ in a sealed envelope and clearly label in the lower left corner “Statement of Qualification for On-Call Environmental and Geotechnical Services.” No faxed or telephone statements will be accepted.

C. All SOQs must be received by 3:00 PM on February 16, 2018.

D. SOQs should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content. Use of recycled paper for requests and any printed or photocopied material created pursuant to a contract with the City is desirable whenever practicable. Use of both sides of paper sheets for any submittals to the City is desirable whenever practicable. Submittals shall include

a maximum of ten (10), 8 ½” x 11”, double-sided sheets of paper (covers will not count as a page). A minimum font size of 10-point shall be used.

- E. The top three (3) firms may be requested to interview. The City reserves the request to select the most qualified firm with or without interviews. The City will notify the firms selected to interview by March 8, 2018.
- F. Any questions concerning the City’s specifications or Request process shall be directed to Tony Doucette, SWM Project Engineer.
- G. All SOQs must include the following information:
 - The names of individuals from those firms who will be working on the project and their areas of responsibility;
 - Specific experience of individuals relative to the proposed project;
 - List of similar work to the desired services that firms and individuals have performed;
 - Past performance in successfully completing task orders and projects of this type and meeting projected deadlines and budgets;
 - Familiarity with relevant codes and standards; and
 - References.

IV. SELECTION CRITERIA

Firms will be evaluated and ranked based on the following criteria:

- A. Experience of specific individuals assigned to perform the proposed work.
- B. Firm experience with City of Federal Way or other municipalities on projects similar to the desired services.
- C. Firm experience with typical services identified in Section VI of this Request for Statements of Qualification, including:
 - Environmental assessments, surveys, investigations, monitoring, regulations, compliance and mitigation.
 - Geotechnical evaluations, assessments, analysis, design standards and practices.
- D. Past performance in successfully completing task orders and projects of this type, and meeting projected deadlines and budgets.
- E. Familiarity with relevant codes and standards.
- F. References.

V. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all SOQs, and to waive minor irregularities in any SOQ.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any contractor.
- C. The City reserves the right to award any contract to the next most qualified contractor, if the successful contractor does not execute a contract within thirty (30) days after the selection of the contractor.
- D. Any SOQ may be withdrawn up until the date and time set above for opening of the SOQs. Any SOQ not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide to the City the services described in the attached specifications, or until one or more of the SOQs have been approved by the City administration, whichever occurs first.
- E. The Professional Services Agreement resulting from acceptance of a SOQ by the City is provided in Attachment A, and includes requirements to comply with ADA, Civil Rights Act, and EEO requirements. The City reserves the right to reject any proposed amendment to the contract that does not conform to the specifications contained in this Request, and which is not approved by the City Attorney's office.
- F. The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the Request.
- G. The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

VI. SCOPE OF SERVICES

The Contractor shall provide on-call environmental and geotechnical consulting services to the City, as requested by the City. Upon identification of a project by the City, the Contractor will prepare a scope of services, budget and method of payment for the project, to be negotiated and agreed to by both parties. Projects may support emergency responses by the City and may require short turnaround times. Typical services that may be requested under this Agreement include, but are not limited to, the following:

- Site historical review/environmental site assessment (Phase I, II, III ESAs);
- Sampling and analysis of groundwater, surface water, air, soil and/or sediment;
- Characterization of site geology, hydrology and hydrogeology;
- Monitoring well design, installation, and maintenance;
- Slope stability analysis and landslide hazard response;
- Retaining wall analysis and design;
- Infiltration assessments;
- Construction support, including submittal review, quality control sampling and analysis, responding to questions, etc.;
- Data management and reporting;
- Computer modeling;
- Chemical fate and transport evaluation;
- Hazardous Building Materials Surveys (HBMS);
- Human health and ecological risk assessment;
- Wetland investigation, wetland and stream delineation and mapping.

VII. COMPENSATION

- A. Upon selection of the most qualified firm on the basis of demonstrated competence and qualifications for the type of professional services required, the City will negotiate a scope of services and price which it determines is fair and reasonable. If the City is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm will terminate and the City may select another firm.
- B. Payment by the City for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

VIII. PUBLICATION

This Request shall be published as follows:

Name of Publication:	Dates:
Daily Journal of Commerce	January 19, 2018; January 26, 2018
Federal Way Mirror	January 19, 2018; January 26, 2018

**ATTACHMENT A
 PROFESSIONAL SERVICES AGREEMENT
 FOR
 ON-CALL ENVIRONMENTAL AND GEOTECHNICAL SERVICES**

This Professional Services Agreement (“Agreement”) is made between the City of Federal Way, a Washington municipal corporation (“City”), and [Contractor], a [Type of organization and State where organized] (“Contractor”). The City and Contractor (together “Parties”) are located and do business at the below addresses, which shall be valid for any notice required under this Agreement:

<p>[INSERT CONTRACTOR’S CO. NAME:]</p> <p>[Insert Contact Name] [Insert Contractor’s Address] [Address – Continued] [Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile) [Insert email address]</p>	<p>CITY OF FEDERAL WAY:</p> <p>Tony Doucette 33325 8th Avenue South Federal Way, WA 98003-6325 (253) 835-2753 (telephone) (253) 835-2709 (facsimile) tony.doucette@cityoffederalway.com</p>
--	---

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Services specified in this Agreement, but in any event no later than December 31, 2019 (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of the Parties.
2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit A (“Services”), attached hereto and incorporated by this reference, in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining a City of Federal Way business registration. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City’s knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days’ written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12 of this Agreement. Termination for such conduct may render the Contractor ineligible for City agreements in the future.
4. **COMPENSATION.**
 - 4.1 **Amount.** In return for the Services, the City shall pay the Contractor an amount not to exceed xxx dollars and according to a rate or method as delineated in Exhibit B, attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit B, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance of Services and payment under this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days following receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. INDEMNIFICATION.

5.1 Contractor Indemnification. The Contractor agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives; arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Contractor in performance of this Agreement, except for that portion of the claims caused by the City's sole negligence. 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 Contractor and the City, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 City Indemnification. The City agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City.

5.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. INSURANCE. The Contractor agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Contractor, their agents, representatives, employees, or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

6.1. **Minimum Limits.** The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating that is satisfactory to the City:

a. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, stopgap liability, personal injury, bodily injury, death, property damage, products liability, advertising injury, and liability assumed under an insured contract with limits no less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate.

b. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.

c. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limits in the minimum amounts required to drive under Washington State law per accident for bodily injury, including personal injury or death, and property damage.

d. Professional liability insurance with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

6.2. **No Limit of Liability.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.3. **Additional Insured, Verification.** The City shall be named as additional insured on all commercial general liability insurance policies. Concurrent with the execution of this Agreement, Contractor shall provide certificates of insurance for all commercial general liability policies attached hereto as Exhibit C and incorporated by this reference. At the City's request, Contractor shall furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. If Contractor's insurance policies are "claims made," Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is terminated or upon project completion and acceptance by the City.

6.4 **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **CONFIDENTIALITY.** All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential and subject to applicable laws. Breach of confidentiality by the Contractor may be grounds for immediate termination. All records submitted by the City to the Contractor will be safeguarded by the Contractor. The Contractor will fully cooperate with the City in identifying, assembling, and providing records in case of any public records request.

8. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, or material that may be produced or modified by Contractor while performing the Services shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

9. **BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services specified in this Agreement, and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

10. INDEPENDENT CONTRACTOR. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of this Agreement. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Services specified in this Agreement and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Services. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4 of this Agreement. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

11. CONFLICT OF INTEREST. It is recognized that Contractor may or will be performing professional services during the Term for other entities or persons; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, the negotiation, drafting, signing, administration of this Agreement, or the evaluation of the Contractor's performance.

12. EQUAL OPPORTUNITY EMPLOYER. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Parts 21, 21.5, and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

13. GENERAL PROVISIONS.

13.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

13.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and

obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

13.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation or performance of this Agreement, this Agreement may be rendered null and void, at the City's option.

13.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity, or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

13.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof, it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]

IN WITNESS, the Parties execute this Agreement below, effective the last date written below.

CITY OF FEDERAL WAY:

ATTEST:

 Jim Ferrell, Mayor

 Stephanie Courtney, CMC, City Clerk

DATE: _____

APPROVED AS TO FORM:

 J. Ryan Call, City Attorney

By: _____

Printed Name: _____

Title: _____

DATE: _____

[Corporate:]

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 20__.

Notary's signature _____

Notary's printed name _____

Notary Public in and for the State of Washington.

My commission expires _____

[LLC:]STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN my hand and official seal this _____ day of _____, 20__.

Notary's signature _____
Notary's printed name _____
Notary Public in and for the State of Washington.
My commission expires _____**[Individual:]**STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me, _____, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this _____ day of _____, 20__.

Notary's signature _____
Notary's printed name _____
Notary Public in and for the State of Washington.
My commission expires _____

EXHIBIT A**SERVICES**

The Contractor shall provide on-call environmental and geotechnical consulting services to the City, as requested by the City. Upon identification of a project by the City, the Contractor will prepare a scope of services, budget and method of payment for the project, to be negotiated and agreed to by both parties. Projects may support emergency responses by the City and require short turnaround times. Typical services that may be requested under this Agreement include, but are not limited to, the following:

- Site historical review/environmental site assessment (Phase I, II, III ESA's);
- Sampling and analysis of groundwater, surface water, air, soil and/or sediment;
- Characterization of site geology, hydrology and hydrogeology;
- Monitoring well design, installation, and maintenance;
- Slope stability analysis and landslide hazard response;
- Retaining wall analysis and design;
- Infiltration assessments;
- Construction support, including submittal review, quality control sampling and analysis, responding to questions, etc.;
- Data management and reporting;
- Computer modeling;
- Chemical fate and transport evaluation;
- Hazardous Building Materials Surveys (HBMS);
- Human health and ecological risk assessment;
- Wetland investigation, wetland and stream delineation and mapping.

EXHIBIT B

COMPENSATION

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed _____ and ___/100 Dollars (\$_____.00).
2. Method of Compensation: Upon identification of a project by the City, the Contractor will prepare a Scope of Services, Budget, and Method of Payment, which is to be negotiated and agreed upon by both parties.