



**REQUEST FOR QUALIFICATIONS
2016-162**

**KITSAP COUNTY PUBLIC WORKS DEPARTMENT
SOLID WASTE DIVISION**

FOR

**CONSULTANT SERVICES FOR THE IMPLEMENTATION OF THE
CLEANUP ACTION PLAN AT HANSVILLE LANDFILL,
KITSAP COUNTY, WASHINGTON**

**RESPONSE DEADLINE:
THURSDAY, NOVEMBER 10, 2016 AT 3:00 P.M.**

Request for Qualifications 2016-162

Consultant Services for the Implementation of the Cleanup Action Plan at the Hansville Landfill, Kitsap County, Washington

Table of Contents

1.0	PROJECT DESCRIPTION	1
2.0	BACKGROUND	1
3.0	SCOPE OF WORK	2
	<i>Task 1: Preparation of a Site-Specific Health and Safety Plan (HASP)</i>	<i>3</i>
	<i>Task 2: Quarterly Water Quality Monitoring and Sampling</i>	<i>3</i>
	Subtask 2.1: Groundwater Monitoring and Sampling.....	3
	Subtask 2.2: Surface Water Monitoring and Sampling	3
	Subtask 2.3: Laboratory Services	4
	Subtask 2.4: Additional Monitoring Support Services	4
	<i>Task 3: Landfill Gas Monitoring and O&M</i>	<i>4</i>
	Subtask 3.1: Landfill Gas Monitoring and Operations.....	5
	Subtask 3.2: Non-Routine Landfill Gas Services	5
	<i>Task 4: Data Evaluation and Management</i>	<i>5</i>
	<i>Task 5: Reports</i>	<i>6</i>
	Subtask 5.1: Quarterly Progress Reports	6
	Subtask 5.2: Annual Reports.....	7
	Subtask 5.3: Ecology's Environmental Information Management (EIM) Database	7
	<i>Task 6: Records Retention</i>	<i>7</i>
	<i>Task 7: Project Management</i>	<i>7</i>
	<i>Task 8: Technical Support</i>	<i>7</i>
	Subtask 8.1: Additional Statistical Analysis.....	7
	Subtask 8.2: Additional Regulatory Support	8
	<i>Task 9: Additional LFG Engineering Support</i>	<i>8</i>
4.0	CONTRACT TERM	8
5.0	SUBMITTAL PROCESS	8
	5.1 Mandatory Site Visit	8
	5.2 RFQ/SOW Questions.....	9
6.0	SUBMITTAL REQUIREMENTS	9
7.0	CONSULTANT EVALUATION PROCESS	10
8.0	SUBMITTAL GUIDELINES	10

Exhibit A: Draft Contract



REQUEST FOR QUALIFICATIONS 2016-162

Kitsap County Public Works Department Solid Waste Division

for

Consultant Services for the Implementation of the Cleanup Action Plan at the Hansville Landfill, Kitsap County, Washington

MANDATORY SITE VISIT: FRIDAY, OCTOBER 28, 2016 @ 9:00 A.M.

RESPONSE DEADLINE: THURSDAY, NOVEMBER 10, 2016 @ 3:00 P.M.

1.0 Project Description

Kitsap County Public Works Solid Waste Division is requesting Statements of Qualifications from qualified consultants for the ongoing implementation of the Cleanup Action Plan at the Hansville Landfill, Kitsap County, Washington.

Kitsap County is issuing this Request for Qualifications (RFQ) on behalf of the Potentially Liable Parties (PLPs) for the Hansville Landfill: Kitsap County (the County) and Waste Management of Washington, Inc. (WMW), (each individually Client, and collectively Clients). The County and WMW are responsible for monitoring and cleanup activities related to ground water, surface water, and landfill gas at the Hansville Landfill. The contract will be with Kitsap County and Waste Management of Washington, Inc. (the Clients) and the selected consultant.

The proposed scope of work is for the continued implementation of the selected remedial action at the Hansville Landfill. The remedial action consists of Natural Attenuation of Groundwater with Monitoring and Institutional Controls as described in the Final Remedial Investigation (RI) and Feasibility Study (FS) Reports prepared by Parametrix, Inc. on October 6, 2006, and on June 15, 2009, respectively. The requirements for implementation of the remedial action are described in the Cleanup Action Plan (CAP) prepared by the Washington State Department of Ecology (Ecology) and included as an Exhibit in the Amended Consent Decree (August 5, 2011).

In addition to the CAP, all activities will be conducted in accordance with the existing Compliance Monitoring Plan (CMP) which includes the Sampling and Analysis Plan (SAP), and the Quality Assurance Plan (QAP), prepared by SCS Engineers, Inc. (SCS) on September 15, 2011, and the January 2012 Addendum.

All legal documents, including the CAP, the FS Report, and the CMP, are available on Ecology's website at: <https://fortress.wa.gov/ecy/gsp/CleanupSiteDocuments.aspx?csid=695>

Work activities to implement the remedial action, the CAP, and the Scope of Work are not open for negotiation and will be implemented by the selected consultant as directed by the Clients. All activities must be conducted in accordance with all applicable laws and regulations. Applicable or Relevant and Appropriate Requirements (ARARs) are identified in the CAP.

2.0 Background

The Hansville Landfill (the Landfill) is located adjacent to the Hansville Recycling and Garbage Facility at 7791 NE Ecology Road, approximately 4.5 miles south of the community of Hansville on the northern most reach of the Kitsap Peninsula. Located on a 73-acre site, the Landfill reportedly received municipal

solid waste from the surrounding communities between approximately 1962 and 1989. The Landfill was closed in 1989 according to the Minimum Functional Standards (MFS) for Solid Waste Handling, Chapter 173-304 Washington Administrative Code (WAC).

The Landfill consists of three (3) separate disposal units: a 13-acre municipal solid waste landfill; a 4-acre demolition landfill that accepted construction, demolition, and land clearing wastes; and a 1/3-acre septage lagoon that accepted septic tank pumping waste until 1982. All three (3) landfill units are capped with a final cover system.

An active landfill gas extraction and flaring system was installed in 1991 within the municipal solid waste and demolition landfill units to control the migration of methane. In addition, a surface water drainage control system controls storm water flow and minimizes erosion and offsite migration of sediment-bearing water. Drainage and erosion protection improvements include hydroseeding, culverts, and drainage ditches.

Constituents that have historically been detected at the Landfill are summarized below:

- Vinyl chloride, periodically, in up to three (3) downgradient monitoring wells, at concentrations below Drinking Water Standards, but above Groundwater Quality Standards and the Site Cleanup Levels (SCL);
- Arsenic in one groundwater well, at concentrations below Drinking Water Standards, but above Groundwater Quality Standards and the SCL; and
- Manganese in up to three (3) downgradient wells, at concentrations above Secondary Drinking Water and Groundwater Standards and the SCL.

Additional background information is provided in the RI Report, FS Report, the Amended Consent Decree, and the CMP, all of which are located on the Ecology website provided in Section 1.0 above. Additional information regarding detected constituents can also be found on the Ecology website in the Annual Reports as well as data files.

3.0 Scope of Work

The proposed scope of work (SOW) includes tasks and activities the Clients have determined are necessary to complete the implementation of the remedial action as specifically described in the CAP, as well as supplemental tasks necessary for ongoing support at the site.

The seven (7) primary tasks for implementing the CAP include the following:

- Task 1: Preparation of Site-Specific Health and Safety Plan (HASP)
- Task 2: Quarterly Water Quality Monitoring and Sampling
- Task 3: Landfill Gas Monitoring and O&M
- Task 4: Data Evaluation and Management
- Task 5: Reports
- Task 6: Records Retention
- Task 7: Project Management

In addition, the SOW includes options for the following supplemental tasks:

- Task 8: Technical Support
- Task 9: Additional LFG Engineering Support

Task 1: Preparation of a Site-Specific Health and Safety Plan (HASP)

The HASP must include all activities related to implementation of the remedial action. The HASP must meet all applicable regulations including the requirements of the Model Toxics Control Act (MTCA), Chapter 70.105D Revised Code of Washington, and the MTCA Regulations, Chapter 173-340 WAC.

Task 2: Quarterly Water Quality Monitoring and Sampling

As summarized in Appendix C (Key Elements of the Compliance Monitoring Plan) of the final CAP, quarterly compliance monitoring will be conducted to support the MTCA remedy at the Hansville Landfill. Additional background information regarding groundwater at the Site can be found in the Remedial Investigation Report and Feasibility Study Report. The water quality monitoring component includes quarterly sampling of groundwater wells and surface water sampling stations.

The quarterly monitoring events included under this proposal will be scheduled for January (Q1), April (Q2), July (Q3) and October (Q4). This task also provides for laboratory analytical services to support the water quality monitoring under the CAP. All water quality monitoring activities will be conducted under the direction of a current Washington State licensed hydrogeologist (LHG).

Subtask 2.1: Groundwater Monitoring and Sampling

Quarterly groundwater monitoring will be performed at six (6) groundwater monitoring wells as identified in the CAP. One (1) upgradient groundwater monitoring well (MW-5) is located adjacent to the Landfill Property on NE Ecology Road. Three (3) downgradient groundwater monitoring wells (MW-6, MW-7, and MW-14) are located on the Landfill Property. Groundwater wells MW-6 and MW-14 are located immediately adjacent to the perimeter access road and easily accessible. MW-7 requires off-road travel through heavy grass for approximately 600 feet from the perimeter access road.

Groundwater monitoring wells MW-12I and MW-13D are located on Port Gamble S'Klallam Tribe (the Tribe) property in undeveloped forest land. The wells are accessed through undeveloped roads. A high clearance 4WD vehicle will be required at times for accessing these two (2) wells.

Access to the Landfill Property will be provided by the County. Authorization for access to Tribal property is provided for monitoring and sampling activities related to this remedial action only by separate agreement between the Clients and the Tribe. Notification of the monitoring and sampling date and activities will be provided to the Clients, the Tribe, and Ecology a minimum of seven (7) days in advance.

Groundwater monitoring will consist of the collection of water table elevation measurements, low-flow purging and sample collection, and analysis for the field and laboratory parameters detailed in Table C-2 (Groundwater and Surface Water Monitoring Parameters) of the CAP. All groundwater monitoring will be conducted using low-flow sampling techniques. Purge and excess sampling water may be discharged directly to the ground. All activities will be conducted in accordance with the CMP and standard industry practices. Each monitoring well is equipped with a dedicated Grundfos submersible sampling pump.

If requested, the selected consultant will allow the Clients, the Tribe, Ecology, and/or Ecology's authorized representative to be present during monitoring and sampling activities. Split or duplicate samples of any sample collected may be taken at that time.

Subtask 2.2: Surface Water Monitoring and Sampling

Quarterly surface water sampling will be performed at a total of four (4) surface water monitoring stations located offsite on Tribal property. The sampling stations (SW-1, SW-4, SW-6 and SW-7(R)) consist of stream headwaters situated hydrologically downgradient (west) of the closed

landfill. All four (4) surface water monitoring stations are located on Tribal property in undeveloped forest land at stream heads. There are no roads to some of the surface water monitoring stations; access may require hiking as much as 0.5-mile from the nearest roadway. On occasion, downed trees and brush will be encountered along the access area.

Authorization for access to Tribal property is provided for monitoring and sampling activities related to this remedial action only by separate agreement between the Clients and the Tribe. Notification of the monitoring and sampling date and activities will be provided to the Clients, the Tribe, and Ecology a minimum of seven (7) days in advance.

Grab samples will be collected from each of these surface water locations and tested for the field and laboratory parameters detailed in Table C-2 of the CAP. All activities will be conducted in accordance with the CMP and standard industry practices.

If requested, the selected consultant will allow the Clients, the Tribe, Ecology and/or Ecology's authorized representative to be present during monitoring and sampling activities. Split or duplicate samples of any samples collected may be taken at that time.

Subtask 2.3: Laboratory Services

Laboratory analyses will be conducted for the specific parameters identified in Appendix C of the CAP. All test methods must be sufficient to measure the analyte of interest at the lowest applicable regulatory concentration in the matrix of interest including the Site Cleanup Levels designated in the CAP. All laboratory analysis must be conducted by a laboratory accredited under Chapter 173-50 WAC for the specific analyses to be conducted. The Clients may elect to contract directly for laboratory services.

The Appendix C parameters to be analyzed quarterly include arsenic (low level), manganese, chloride, ammonia, nitrate, nitrite, bicarbonate, carbonate, alkalinity, sulfate, total organic carbon, orthophosphate, and vinyl chloride (by SIM). A full EPA method 8260 scan for VOCs will also be conducted annually as part of the first quarterly event of each year.

Subtask 2.4: Additional Monitoring Support Services

The Clients may seek approval from Ecology to reduce the frequency, number of samples, sample sites, and/or parameters sampled. The selected consultant shall support these efforts.

Task 3: Landfill Gas Monitoring and O&M

An active landfill gas collection and control system (GCCS) is located on the Landfill Property as described in the RI Report and FS Report. Landfill gas (LFG) will be monitored quarterly for parameters as identified in Appendix C in the CAP. Background information regarding the LFG system at the Landfill can be found in the RI Report and FS Report.

This task provides for routine operation and maintenance of the GCCS, including monthly wellhead/blower checks for system status and functionality. In addition, an allocation is provided for limited additional labor and material to cover non-routine operations and maintenance of the GCCS.

Notification of the monitoring date and activities will be provided to the Clients, the Tribe, and Ecology a minimum of seven (7) days in advance.

If requested, the selected consultant will allow the Clients, the Tribe, Ecology and/or Ecology's authorized representative to be present during monitoring activities.

Subtask 3.1: Landfill Gas Monitoring and Operations

Routine LFG monitoring, including monitoring for methane gas (the combustible component of LFG), oxygen gas, carbon dioxide gas, balance gas, temperature and pressure will be performed using a Landtec GEM-2000 Gas Analyzer or comparable unit approved by the Clients. Consistent with the CAP requirements, LFG will be monitored on a quarterly basis at 21 extraction well/trench ports, 2 blower/flare ports, and 9 perimeter gas probes.

In addition, monthly LFG system field checks will be performed on all of the GCCS components noted above to ensure the LFG system is operating properly and can be monitored quarterly. If the system is not operating as designed, the Clients will be notified immediately. The fields checks will also include inspection and minor repair/tuning of the LFG blower units, sumps and the igniter battery.

Subtask 3.2: Non-Routine Landfill Gas Services

Non-routine scheduled maintenance consists of corrective repair or maintenance work identified by the selected consultant during the routine site visits or by County or WMW personnel.

Non-routine maintenance may include, but is not limited, to the following:

- Non-minor repairs/modifications to the GCCS.
- Retesting/monitoring for regulatory compliance (wells and/or probes, etc.) in addition to routine monitoring.
- Addressing condensate blockages at extraction wells, lateral, or header lines.
- Repair/replacement of non-functional extraction or monitoring wells.
- Assisting with regulatory site inspections.
- Monthly LFG monitoring as request by the Client.

Non-routine work will only be performed subsequent to notification and authorization from the Clients.

Task 4: Data Evaluation and Management

The approach to evaluation of the monitoring data uses several statistical methods to evaluate the effectiveness of natural attenuation as a remedial action. These methods are identified in Appendix D of the CAP.

The data evaluation will include:

- Comparison of quarterly and annual monitoring data with water quality standards.
- Statistical trend analysis and time-series plots for the primary parameters of concern (arsenic and vinyl chloride). These will be completed on a quarterly and annual basis.
- Statistical trend projections (using Mann-Kendall and Sens's Tests) for arsenic and vinyl chloride on a quarterly and annual basis.
- Calculation of upper and lower confidence limits for arsenic and vinyl chloride water quality results will be statistically derived each year. The data set will be corrected for issues related to sample size and non-detects. The calculated confidence limits will be compared with site cleanup levels.

- Water quality parameters indicative of natural attenuation, including dissolved oxygen, total organic carbon and sulfate, will be evaluated on a quarterly and annual basis to assess the effectiveness of the natural attenuation process.

Data evaluation will be completed by the selected consultant staff familiar with ASTM D7048-04 Standard Guide for Applying Statistical Methods for Assessment and Corrective Action Environmental Monitoring Programs (ASTM, 2004) and EPA's New Unified Guidance for Statistical Analysis of Groundwater Monitoring Data (EPA, 2009). The results of these evaluations will be presented in the quarterly and annual monitoring reports described under Task 5.

Task 5: Reports

Compliance reporting under Task 5 will consist of three (3) main elements: quarterly progress reports, an annual monitoring report, and upload of quarterly water quality and landfill gas probe data to Ecology's Environmental Information Management (EIM) database.

Subtask 5.1: Quarterly Progress Reports

The selected consultant will prepare quarterly progress reports for the first, second, and third quarter monitoring events of the calendar year. The fourth quarter data and analysis will be included in the Annual Report discussed in Task 5.2 below. The quarterly reports will describe the actions and data collected during the previous quarter as described below. All monitoring reports will be prepared under the direction and seal of a current Washington State licensed hydrogeologist (LHG).

The quarterly reports will be prepared and submitted to the Clients for review within 30 days after the end of the respective quarter.

Per the requirements of the consent decree, the reports must contain a minimum of the following information:

- A list of on-site activities that have taken place during the quarter, along with a discussion of any deviations from the CAP or required tasks not otherwise documented in project plans. If deviations occur, a plan will be included for recovering lost time and maintaining compliance with the project schedule.
- Determination of groundwater flow direction and gradient for the monitoring quarter, including a water table elevation contour map.
- The results of all sampling, laboratory reports, and/or test results generated during the water quality monitoring event, including raw data and laboratory analyses. Data must be submitted in their native format as provided by the analytical laboratory, in both print and electronic formats. The quarterly landfill gas monitoring results.
- Summary tables of all monitoring data and results highlighting any exceedances of the water quality cleanup levels established in the CAP.
- Results of all statistical analysis as described in Task 4 above, including a summary of the statistical analysis procedures, any deviations, and statistical conclusions.

After review and approval of each quarterly report by the Clients, the selected consultant will finalize the report. Written and electronic copies of the final quarterly reports will be provided to Ecology within 60 days after the end of the quarter in which monitoring and sampling was conducted. Copies of final reports will also be provided to the County, WMW (electronic), the Kitsap Public Health District (KPHD), and the Tribe.

Subtask 5.2: Annual Reports

The annual monitoring report for the preceding compliance year will be prepared, with the exception of the first year of the Contract (2016 Annual Report). The annual report will include all of the information required in the quarterly progress reports for the fourth quarter's monitoring results, as well as a summary of the preceding three quarters of the compliance year. The annual report will also provide recommendations, as appropriate, for optimizing the landfill monitoring and control systems.

A draft annual report will be submitted to the County and WMW for review within 30 days after the end of the compliance year (by January 30th). Upon receipt of comments to the draft document, written and electronic copies of the final annual report will be provided to Ecology within 60 days after the end of the reporting period each year. Copies of the final report will also be provided to the County, WMW (electronic), KPHD, and the Tribe.

Subtask 5.3: Ecology's Environmental Information Management (EIM) Database

All raw environmental data must be submitted to Ecology's EIM database. After each quarterly progress and annual monitoring report has been finalized, water quality data obtained during the quarter will be compiled and submitted to Ecology's EIM database in accordance with WAC 173-340-840 and Ecology's Toxics Cleanup Program Policy 840 Data Submittal Requirements. In addition, quarterly LFG results for the perimeter probes (including methane, carbon dioxide, depressed oxygen and balance gas) will be uploaded into the EIM system.

Task 6: Records Retention

Consistent with the requirements of the CAP, the selected consultant must preserve all records, reports, documents, and underlying data for a minimum of ten (10) years from the end of the contract period. The records retention requirement includes all field and laboratory reports, quarterly and annual monitoring reports (EDD, PDF, Word, Excel, and Access, or equivalent), subcontractor records, and O&M records, and those that are provided to the consultant from subcontractors and vendors. Upon request, these records will be made available to the Clients or their representatives; the Clients will provide advance notice prior to the records review.

Task 7: Project Management

This task includes all aspects related to management and oversight of the completion of the tasks outlined in this SOW. This task should include monthly invoices, status reports briefly summarizing activities conducted in the previous month, participation in regular teleconferences, and monitoring notifications to the Clients and stakeholders.

Task 8: Technical Support

Task 8 is to support the Clients with technical communications, requested deliverables, or further meetings with regulatory agencies as they may arise during the next contracting cycle.

Subtask 8.1: Additional Statistical Analysis

The Clients anticipate a continuing need for technical support following the initial 5-year MTCA Review in August 2016 associated with the Hansville Landfill Consent Decree. During the review, it was suggested that additional data points may provide a more complete statistical picture for the Hansville Landfill site. The selected consultant will be expected to provide expertise in statistical methods used for groundwater and surface water analysis. In addition, the selected consultant will provide recommendations for potential additional analysis to be completed in addition to those provided for in the CAP.

Subtask 8.2: Additional Regulatory Support

This task is to support the Clients with technical communications, requested deliverables or further meetings with regulatory agencies. Potential issues that may need to be addressed include: significant comments to the annual report, revisions to data submittal formats, regulatory requests to accelerate the pace of the site remedy and options for remedy optimization. This task is intended to provide the Clients with flexibility to respond to these types of regulatory interactions.

Task 9: Additional LFG Engineering Support

The operation and routine tuning of the GCCS will be largely directed by the selected consultant with input from WMW technical managers. Supplemental Task 9 provides an option for additional LFG data review and control system evaluation by a senior LFG engineer in order to provide a more robust evaluation of the LFG system performance and to more effectively direct the GCCS adjustments made by the field technicians.

4.0 CONTRACT TERM

The contract, as shown in **Exhibit A: Draft Contract**, will be with Kitsap County and Waste Management of Washington, Inc. and the selected consultant. The contract will be awarded for one (1) year, plus an option for the Clients to renew the contract annually for four (4) years after the first year.

Renewal option(s) will be dependent on the selected consultant's satisfactory performance of the contract during the prior year. This contract is currently scheduled to commence on January 1, 2017.

5.0 SUBMITTAL PROCESS

Proposers are solely responsible for all costs incurred in the development and submission of the response to this Request for Qualifications (RFQ) or any other presentations whether in response to this RFQ or to any subsequent requirements of the consultant selection and contract negotiation process. All materials submitted in the response to this RFQ become the property of Kitsap County.

5.1 Mandatory Site Visit

The mandatory site visit of the Hansville Landfill will be held on **Friday, October 28, 2016** and will begin *promptly* at **9:00 A.M.** Hansville Landfill is located adjacent to the Hansville Recycling and Garbage Facility (HRAGF) at 7791 NE Ecology Road, Kingston, Washington 98346. Upon arrival at the HRAGF, attendees will be directed to the Landfill area. Location information and directions for HRAGF are available on the Kitsap County website at: <http://www.kitsapgov.com/sw/facilities.htm>.

A maximum of three (3) representatives from each potential respondent team are authorized to attend the site visit. Photographs are allowed during the site visit. The site visit will involve walking around the grounds and is expected to take approximately one hour. **Safety vests and closed-toe shoes must be worn by all site visit attendees.** Off-site surface water and groundwater sampling locations will not be part of the site visit.

All questions and answers will be transcribed by a County representative and included in an Addendum to be published as described below. If information pertaining to the question(s) is readily available during the Q&A session, answer(s) will be provided to all attendees and transcribed as stated above. If information is not available at during the Q&A session, the question will be transcribed as stated above and the answer will be included in the Addendum to be published as described below.

5.2 RFQ/SOW Questions

After the site visit, additional questions regarding this solicitation **must** be submitted via e-mail by **3:00 p.m. on Monday, October 31, 2016** and should be directed to:

Alexis McKinnon, Landfill Specialist
Kitsap County Public Works Solid Waste Division
amckinno@co.kitsap.wa.us

Responses to all questions received at the site visit and via email will be published as an Addendum to this RFQ on or before **Thursday, November 3, 2016**. The Addendum will also be posted on the County's Bid Opportunities website at www.kitsapgov.com/purchasing/bids.htm.

Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested vendor to assure that they received responses to questions if any are issued.

6.0 SUBMITTAL REQUIREMENTS

Submitted responses must include the following information:

- Letter of Interest;
- Coversheet containing pertinent contact information;
- Technical Proposal detailing the Consultant's understanding of the project, including the tasks to be performed, the issues and needs to be addressed, how the Consultant proposes to meet the required deliverables, and assumptions to complete the SOW requirements;
- Detailed Statement of Qualifications showing the Consultant's experience developing similar services;
- Identification of all Key Personnel to be assigned to this project including each staff member's qualifications and their proposed role(s) in the project. Project personnel must include a licensed geologist, licensed hydrogeologist, and/or professional engineer to perform all sampling activities;
- An Example Report, prepared by relevant Key Personnel, similar in style to the SOW requirements;
- If sub-consultants will be used, identification of the proposed firm(s) and information on their experience, qualification, responsible personnel, and anticipated responsibilities;
- Estimate of the number of hours per year by task for the initial contract duration (1 year) to complete the SOW;
- References and current contact information for at least three (3) current or former customers with projects similar in scope to Kitsap County, including identification of the specific project and the project location;
- A copy of the Consultant's current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels of insurance as shown in Exhibit A: Draft Contract; and
- Any additional information the Consultant feels address the selection criteria.

7.0 CONSULTANT EVALUATION PROCESS

All submittals received will be reviewed and evaluated according to the criteria provided below:

1. Having applicable Washington State license(s) in good standing;
2. Consultant's experience conducting groundwater monitoring and sampling for a closed landfill similar to the Hansville Landfill;
3. Consultant's experience conducting surface water monitoring and sampling of a closed landfill similar to the Hansville Landfill;
4. Consultant's experience monitoring and evaluating data from landfill gas systems similar to Hansville Landfill;
5. Consultant's experience conducting data evaluation and statistical analysis of environmental data;
6. Experience and qualifications of the identified personnel to conduct the activities provided in the SOW, including sampling activities conducted by a licensed geologist, licensed hydrogeologist, and/or professional engineer;
7. Estimated hours to conduct the tasks provided in the SOW;
8. Performance history of the Consultant and of its personnel with Kitsap County, Waste Management of Washington, Inc., Ecology, and other clients;
9. Demonstrated ability to control or reduce Operation & Maintenance costs at similar landfills;
10. Quality and completeness of overall proposal; and
11. Information provided by named references or others in the industry.

A Committee will evaluate each submittal received on or before the stated closing date. According to the criteria listed above, the committee may:

1. Make a recommendation to the Kitsap County Public Works Director and request authority to negotiate a contract based on the submittals received; or
2. Request additional information from Consultants whose responses appear to have the greatest likelihood of success; and/or
3. Invite one or more consultants whose responses appear to have the greatest likelihood of success to attend an interview and then make a recommendation to the Kitsap County Public Works Director and request authority to negotiate a contract.

Should the Committee determine that interviews are desirable, up to 25 additional points may be granted based on those interviews. Ranking will be made on a total point basis of the submittal and the interview, if conducted.

Interviews, if needed, are tentatively scheduled for Tuesday, November 29, 2016 at the Randy W. Casteel Public Works Annex Building, located at 8600 SW Imperial Way, Bremerton, Washington 98312

8.0 Submittal Guidelines

To be considered for this RFQ, please submit three (3) original copies and one (1) complete reproducible electronic copy of the Submittal Requirements with the RFQ Number, the date and time of the response deadline, and the name and address of the respondent clearly stated on the outside of the envelope.

Submittals for additional Kitsap County open bid opportunities must be submitted separately. Submittal(s) received after the specified date and time will automatically be rejected and will not receive any further consideration. **Faxed or emailed submittals will not be accepted.**

SUBMITTALS MUST BE RECEIVED NO LATER THAN 3:00 P.M. THURSDAY, NOVEMBER 10, 2016.

By Mail:

Colby Wattling, Purchasing Agent
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

By Courier or Hand delivery:

Colby Wattling, Purchasing Agent
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

All costs for response preparation and negotiation incurred by the Consultant, whether or not they lead to execution of a contract and agreement with Kitsap County, must be borne entirely and exclusively by the Consultant.

Kitsap County reserves the following rights for acceptance, modification, and/or rejection of submittal(s) such as:

1. Rejection of any or all submittals.
2. Rejection of any submittals not in compliance with submittal requirements.
3. Providing of addenda, amendments, supplementary material or other modifications to the submittal specifications.
4. Cancellation of this Request for Qualifications without issuance of another Request for Qualifications.
5. Issuance of subsequent requests for new submittals.
6. Request for submission of further information by the Consultant in order to complete evaluation by Kitsap County.
7. Determination to select one or more Consultant for attempted negotiation of a final contract(s). Decisions made by Kitsap County will be final.

EXHIBIT A

DRAFT CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (the Contract) is made and entered into among Kitsap County, a municipal corporation of the State of Washington (the County), Waste Management of Washington, Inc., a Delaware corporation (WMW), (each individually Client, and collectively Clients) and _____, a _____ corporation (the Consultant). Client and Consultant are a Party and, collectively Clients and Consultant are the Parties.

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on January 1, 2017 and expire on December 31, 2017 with a potential of four (4) annual renewal options (for a total period of five (5) years). In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representatives of the parties.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Consultant is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Consultant agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the Clients.
- 2.3 The Consultant will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Consultant will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Consultant will confer with the Clients from time to time during the progress of the work. The Consultant will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Clients.

SECTION 3. CONTRACT REPRESENTATIVES

The Parties will each have a contract representative. A party may change its representative upon providing written notice to the other parties. The parties' representatives are as follows:

County's Contract Representative

WMW's Contract Representative

Consultant's Contract Representative

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Consultant is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract to the Consultant in no event will exceed \$_____.
- 4.3 Unless otherwise provided in the Contract, the Consultant may submit an invoice to the County, with copies to WMW, once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, an invoice will generally be paid within 30 days of receiving it.
- 4.4 The Consultant will be paid only for work expressly authorized in the Contract.
- 4.5 The Consultant will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Consultant fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from either or both of the Clients, the Clients may, in their sole discretion and upon written notice to the Consultant, withhold all monies due the Consultant, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Consultant in the performance of any work required under the Contract, the Consultant will make all necessary corrections without additional compensation. All work submitted by the Consultant will be certified by the Consultant and checked by the Consultant for errors and omissions. The Consultant will continue to be responsible for the accuracy of work even after the work is accepted by the Clients.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by all parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the Clients and has become effective.

- 5.3 The Clients may, from time to time, request changes in the work to be performed under this Agreement. Similarly, Ecology may modify the Consent Decree which may, in turn, change the work herein. Regardless of the source, Consultant shall prepare a written proposal and budget for any proposed change and shall not undertake any additional work without the express written authorization of the Clients.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Consultant will hold harmless, indemnify and defend the Clients, their owners, officers, officials, directors, employees and agents (collectively, the “Indemnitees”), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgements and costs and expenses incidental thereto, including attorneys’ fees (collectively, “Damages”), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused in whole or in part by or arising from or in connection with, the breach of any representations, covenants or warranties of the Consultant set forth in this Contract, or any negligent actions or omissions or willful or reckless misconduct of the Consultant, its employees, officers, owners, directors or agents in the performance of the Contract, or the violation of any law, ordinance or regulation. Such indemnity shall exclude Damages to the extent they arise as a result of any active negligent actions or omissions or willful or reckless misconduct of the Indemnitees. Further, if a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, then in the event of liability for damages caused by or arising out of the concurrent negligence of the Consultant and the Indemnitees, the Consultant’s liability shall be only to the extent of the Consultant’s negligence.
- 6.2 With regard to any claim against the Indemnitees, their officers, officials, employees and agents by any employee of the Consultant, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Consultant expressly waives any immunity the Consultant might have had under such laws. By executing the Contract, the Consultant acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Consultant makes with any subcontractor or agent performing work under the Contract.

- 6.3 The Consultant's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Consultant, the Consultant's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Consultant will maintain professional legal liability or professional errors and omissions coverage appropriate to the Consultant's profession. The coverage will have a limit of not less than \$2 million per claim. The coverage will apply to liability for a professional error, act or omission arising out of the Consultant's services under the Contract.
- 7.2 **Workers' Compensation and Employer Liability.** The Consultant will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Consultant will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.3 **Commercial General Liability.** The Consultant will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$2 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Consultant will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Consultant will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- 7.4 **Automobile Liability.** The Consultant will maintain commercial automobile liability insurance with a limit of not less than \$2 million each accident combined bodily injury and property damage. Coverage will include owned, hired and non-owned automobiles.
- 7.5 **Pollution Liability.** The Contractor shall carry pollution errors and omissions liability not less than \$2 million each loss, \$2 million dollars aggregate.
- 7.6 **Miscellaneous Insurance Provisions.**
- A. The coverage required herein shall apply to all of Consultant's actions at the Site, shall include a contractual indemnity endorsement, and shall not exclude bodily injury or property damage. The coverage shall also not exclude hazards related to the work rendered as part of the Contract or within the scope of the Consultant's services under the Contract, including

testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.

- B. The Consultant's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the Clients, their elected and appointed officers, officials, employees and agents.
- C. Consultant should promptly add WMW and the County as additional insured parties on each of the above policies except for the Errors and Omissions and Worker's Compensation insurance.
- D. The Consultant's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the Clients as an additional insured.
- E. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the Clients, their officers, officials, employees or agents.
- F. The Consultant's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- G. The Consultant will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- H. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- I. The Consultant will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Consultant's liability coverage is written as a claims-made policy, then the Consultant must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services. If the Consultants liability coverage is written an occurrence basis, then the consultant shall evidence the purchase of renewal coverage for a three year period after completion of the services.

7.7 Verification of Coverage and Acceptability of Insurers.

- A. The Consultant will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to

meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- B. The Consultant will furnish the Clients with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the Clients. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Clients of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Consultant will furnish the Clients with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Clients as an additional insured.
- D. All certificates of insurance will show the certificate holder as Kitsap County and Waste Management of Washington and indicate "care of" the appropriate Client offices or departments. The address of the certificate holder will be shown as the current address of the appropriate Clients offices or departments.
- E. The Consultant will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to the Clients that the Consultant is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the Clients at the following addresses:
 - Risk Management Division
Kitsap County Department of Administrative Services
614 Division Street, MS-7
Port Orchard, WA 98366
 - Waste Management
Closed Site Management Group
9081 Tujunga Ave
Sun Valley, CA 91352
- G. The Consultant or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager and the WMW Contract Representative.

SECTION 8. DAMAGES; EQUIPMENT; REPAIRS

- 8.1 Consultant shall give prompt notice to Clients of any losses, damage or injuries to persons or property in any way related to the Services provided under this Agreement. If Consultant damages Clients' property, Clients may submit a bill for the costs of repairs and labor expenses incurred, including costs of making up downtime, associated with such damage, and Consultant shall promptly reimburse Clients in accordance with such bill. If Consultant uses any of Clients' equipment, Consultant shall return the same in the condition in which it was provided, normal wear and tear excepted.
- 8.2 In addition, Consultant shall repair or replace, at its own cost and at the Reasonable convenience of Clients, any defects in materials, equipment, or workmanship supplied by Consultant that are discovered during the performance of the Services and for a period of one (1) year following completion of the Services.

SECTION 9. WORK RULES & STANDARD OF CARE

- 9.1 Contractor shall be solely responsible for the safety of its employees, subcontractors, and representatives during the performance of the Services. Consultant shall ensure that its employees, subcontractors, and representatives fully and promptly comply with all work rules that are applicable to the Services and to Consultant's entry into all location(s) at which the Services are performed. Clients shall have the right to request Consultant to replace its employees, subcontractors or representatives who fail to follow such work rules. Clients also shall have the right to deny Consultant, or its employees, subcontractors or representatives, entry to any of their facilities or any other location at which Services are performed and/or to terminate this Agreement if Consultant or its employees, subcontractors or representatives fail to follow such work rules.
- 9.2 The Professional Services provided by Consultant under this Agreement shall be performed in a manner consistent with the degree of care and skill normally exercised by members of the same profession currently practicing in the Pacific Northwest under similar circumstances.

SECTION 10. LIEN CLAIMS

To the extent allowed by law, Consultant shall prevent the filing against County property of any mechanic's or materialman's lien claim by any of its subcontractors, laborers, materialmen, and suppliers that contribute to the provision of the Services hereunder. Immediately upon the filing of any such lien claim(s), the Consultant shall post such funds or alternate security required by law to remove the lien claim(s) from the County's property, and Consultant agrees to indemnify and hold Clients harmless against any damage, cost, or loss incurred as a result of such lien claim(s).

SECTION 11. TERMINATION

- 11.1 The Clients may, at any time and at their convenience, terminate the Contract and/or a portion of the Services whenever the Clients determine, in their sole discretion, that such termination is in the best interests of the Clients, by providing written notice to the Consultant. In such an event, the Consultant shall use its best effort to take all necessary steps to assure the efficient, proper closeout of that portion of the Services so terminated. The Consultant shall have a reasonable amount of time, after receipt of termination notice, to terminate its activities. Consultant will be paid in accordance for Services actually rendered prior to the termination but shall not be entitled to prospective profits on Services not performed. Under no circumstances shall Clients be liable to Consultant for any compensation in excess of that expressly set forth in this Agreement, lost profits, lost opportunity, unrecovered start-up costs, preparatory, settlement or discontinuation costs or damages, or consequential or other indirect damages (including, but not limited to, severance pay and other personnel compensation and costs and attorneys' fees) as a result of the termination of a portion or all of this Agreement.
- 11.2 The Consultant may only terminate this Contract by providing written notice to the Clients at least thirty (30) days prior to the termination date. The County will pay the Consultant for all costs incurred by the Consultant in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 11.3 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the Clients may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by Clients to the Consultant. No costs incurred after the effective date of the termination will be paid.
- 11.4 If the Consultant breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the Clients, the Clients may terminate the Contract. In that event, the County will pay the Consultant only for the costs of services accepted by the Clients. Upon such termination, the Clients, at their discretion, may obtain performance of the work elsewhere, and the Consultant will bear all costs and expenses incurred by the Clients in completing the work and all damages sustained by the Clients by reason of the Consultant's breach.

SECTION 12. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 12.1 The Consultant will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Consultant under the

Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the Clients.

- 12.2 The Consultant warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 13. INDEPENDENT CONTRACTOR

- 13.1 The Consultant's services will be furnished by the Consultant as an independent Consultant and not as an agent, an employee or a servant of the Clients. The Consultant specifically has the right to direct and control Consultant's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 13.2 The Consultant acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Consultant is not entitled to any benefits of the Clients, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to the Clients employees.
- 13.3 The Consultant will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Consultant will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the Clients.

SECTION 14. NONDISCRIMINATION

The Consultant, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 15. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 15.1 Reports, data, field notes, drafts, calculations, estimates, maps, drawings and other written or computer-generated documents prepared or developed by Consultant in performance of its obligations under this Agreement, shall be the property of the Clients and shall be turned over to them upon their request. Upon completion of the project, the Consultant shall deliver other documents for retention or destruction at the Client's sole discretion. Consultant shall be entitled to retain one copy of all documents for its files.

- 15.2 All design work done by the Consultant will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the Clients upon request or at the end of the job. Should a construction project result from the work of the Consultant, the record drawings from the Consultant will be transposed onto the electronic design drawings and submitted to the Clients.
- 15.3 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the Clients.

SECTION 16. PATENT/COPYRIGHT INFRINGEMENT

The Consultant will hold harmless, indemnify and defend the Clients, their officers, officials, directors, employees and agents, from and against any claimed action, cause or demand brought against the Clients, where such action is based on the claim that information supplied by the Consultant or subcontractor infringes any patent or copyright. The Consultant will be notified promptly in writing by the Clients of any notice of such claim.

SECTION 17. DISPUTES

- 17.1 Differences, disputes and disagreements between the Consultant and the Clients arising under or out of the Contract will be brought to the attention of the Clients at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Consultant will be decided by the Clients' contract representatives or designees. All rulings, orders, instructions and decisions of the Clients contract representatives will be final and conclusive. The parties may thereafter pursue all available legal remedies.
- 17.2 Should the County and WMW disagree with regard to any dispute involving the Consultant, the County and WMW will resolve such disagreement through negotiation. If negotiation does not resolve the matter, the County and WMW will each select one representative and those representatives will jointly select a third representative. This panel will then resolve the dispute, which shall be final and conclusive.

SECTION 18. CONFIDENTIALITY

The Consultant, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the Clients or acquired by the Consultant in performance of the Contract, except upon the prior express written consent of the Clients or an order entered by a court of competent jurisdiction. The Consultant will promptly give the Clients written notice of any judicial proceeding seeking disclosure of such information.

SECTION 19. CHOICE OF LAW, JURISDICTION AND VENUE

- 19.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by all parties that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 19.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 20. MISCELLANEOUS

- 20.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 20.2 **Tax Payments.** The Consultant will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 20.3 **Personnel Removal.** The Consultant agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the Clients' contract representative or designees.
- 20.4 **Legal Compliance.** The Consultant and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 20.5 **Records Inspection and Retention.** The Clients may, at reasonable times and for free, inspect the books and records of the Consultant relating to the performance of the Contract. This includes deliverables and other reports, documents, notes, studies, conclusions, raw data, QA/QC data, materials and technical memoranda generated or maintained by Consultant. In accordance with the Consent Decree, Consultant shall preserve records that are adequate for documenting the implementation of the Consent Decree for a minimum of ten (10) years from the date the Consent Decree is no longer in effect. Such records include factual information or data; relevant decision documents; and any other relevant site-specific documents or information including documents from Subcontractors.
- 20.6 **Successors and Assigns.** The Clients, to the extent permitted by law, and the Consultant bind themselves, their partners, successors, executors, administrators and assigns to the other parties to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

- 20.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 20.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 20.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 20.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).