



April 20, 2026

Transmitted via email to: rosada@medina-wa.gov

City of Medina
501 Evergreen Point Road
Medina, WA 98039

Attn: Ryan Osada

**Re: Proposed Scope of Services and Estimated Budget
Medina Park Stormwater Pond Assessment
Medina, Washington**

Dear Mr. Osada:

Landau Associates, Inc. (Landau) is pleased to submit this proposed scope of work to the City of Medina (City) to assess environmental media in two stormwater ponds identified as the North and South Ponds (site) located in Medina Park at 7789 NE 12th Street in Medina, Washington (the Subject Property). The Subject Property is bordered by residential properties to the east, south, and west and the Overlake Golf and Country Club to the north. Stormwater flows into the North Pond, to the South Pond, and then discharges to a creek which discharges to Lake Washington. The North Pond is slightly less than 1 acre, and the South Pond is approximately 1.3 acres; up to approximately 4 feet of sediment is present in each pond, and the maximum depth of each pond is approximately 6 feet.

Landau understands that the City plans to dredge the North and South Ponds as part of upcoming maintenance and proposes using the dewatered sediment as fill material within the off-leash dog area at the Park. The assessment activities described below include characterization of the influent water to the North Pond and sediment within both ponds to provide recommendations regarding management of the media during dewatering activities and the potential reuse of the sediment.

PROPOSED SCOPE OF SERVICES

Landau's proposed scope of work to conduct the assessment activities at the Subject Property is detailed in the following tasks.

Task 1. Project Management and Communications

This task includes development of this scope of work, subcontracting, and overall coordination, contracting, management, and administration of the project, including communications with the City and other applicable project stakeholders to discuss the scope of work and results of the work and to coordinate field activities.

Task 2. Pre-Assessment Activities

Prior to conducting the assessment, Landau will review available documents for the Subject Property such as previous investigations and applicable permits and codes, including the City's coverage under the City of Bellevue Phase II Municipal Stormwater Permit, to ensure that sediment and water samples are analyzed for the required parameters and that Landau's recommendations for management of the dredged material are in accordance with applicable regulations.

Landau will conduct a site walk to assess access conditions and modify the sediment and stormwater sampling approach described below as needed based on observations. This task also includes preparation of a site-specific health and safety plan to be used by Landau field personnel during field activities at the Subject Property.

Task 3. Stormwater Pond Assessment

Sediment Sampling

Landau will subcontract Gravity Consulting (Gravity) to provide a vessel and sample up to eight locations with a sediment vibracore deployed from the sampling vessel in the North and South Ponds. The proposed sediment sampling locations are shown on Figure 1. The vibracore sampling equipment consists of a vibrating power head attached to an 8-foot-long, 4-inch-diameter core barrel. Sediment samples will be collected using decontaminated equipment deployed from the bow of the sampling vessel.

Sediment core samples will be evaluated against the following acceptability criteria: 1) the material is collected across the target depth; 2) recovery is at least 75 percent; and 3) the core tube appears to be intact without obstructions or blocking. If the sample acceptance criteria are not achieved, the core will be rejected, and another deployment will be attempted. Landau personnel will screen each sediment sample for the potential presence of petroleum hydrocarbons by using visual appearance (sheen and/or staining), odors, and photoionization detector (PID) readings. Landau will also document the core penetration and recovery fraction or percentage, sample recovery depth, a qualitative notation of apparent resistance of the sediment column to coring, a physical description in accordance with ASTM International (ASTM) D2488 and ASTM D2487, the sample interval, presence of vegetation and debris, biological activity, and other distinguishing characteristics or features. Sediment samples will be collected as composite samples from each core.

To composite sediment samples, sediment within the target depth interval from each accepted sediment sample will be placed in a decontaminated stainless-steel bowl and homogenized with a stainless-steel spoon until uniform in color and texture. The homogenized sample will then be placed in the appropriate sample jars and stored/preserved. A sufficient amount of sediment must be collected to satisfy the volume requirements for the analyses listed below. The homogenate will be mixed between filling each sample jar to ensure that each sample jar is representative of the homogenate mixture.

The composite sediment samples will be submitted to Onsite Environmental, Inc. (Onsite) in Redmond, Washington for analysis of the following:

- Gasoline-range organics (GRO) by US Environmental Protection Agency (EPA) Northwest total petroleum hydrocarbon gasoline-range extended analytical method (NWTPH-Gx)
- Diesel-range organics (DRO) and oil-range organics (ORO) by EPA Northwest total petroleum hydrocarbon diesel-range extended analytical method (NWTPH-Dx)
- Priority Pollutant 13 metals by EPA Method 6020¹
- Carcinogenic polycyclic aromatic hydrocarbons (cPAHs) by EPA Method 8270E selected ion monitoring (SIM)
- Polychlorinated biphenyls (PCBs) by EPA Method 8082A
- Pesticides by EPA Method 8081B
- Herbicides by EPA Method 8151A
- Nitrate by EPA Method 353.2.

Up to two composite sediment samples will also be analyzed for grain size analysis by ASTM C136-06.

Grab Stormwater Sampling

Landau will collect one grab stormwater sample at the influent to the North Pond (Figure 1). The grab stormwater sample will be collected using decontaminated sampling equipment or directly into sample containers from free-flowing water in accordance with the Washington State Department of Ecology (Ecology) Stormwater Sampling Manual.² The sampling methodology for the grab stormwater sample may be modified following the site walk. The water sample will be submitted to Onsite for analysis of the following:

- GRO by EPA Method NWTPH-Gx
- DRO ORO by EPA Method NWTPH-Dx
- Priority Pollutant 13 metals by EPA Method 6020
- cPAHs by EPA Method 8270E SIM
- PCBs by EPA Method 8082A
- Pesticides by EPA Method 8081B
- Herbicides by EPA Method 8151A
- Nitrate by EPA Method 353.2.

One laboratory-provided trip blank will be analyzed for volatile compounds (GRO).

¹ The Priority Pollutant 13 metals include antimony, arsenic, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc.

² Ecology. 2015. Stormwater Sampling Manual: A Guide for the Industrial Stormwater General Permit. Publication No. 15-03-044. Washington State Department of Ecology. December. <https://fortress.wa.gov/ecy/publications/documents/1503044.pdf>.

If additional analytes are recommended following the document review in Task 2, Landau will discuss inclusion of these additional parameters in the sampling with the City and request additional budget as needed.

Task 4. Data Evaluation and Reporting

Upon receipt of analytical data, Landau will tabulate and evaluate the data and prepare a letter report that includes a detailed description of the field work, the sample analytical results, and Landau's conclusions. The report will also include figures that depict the sampling locations and copies of the laboratory analytical reports. In addition, the letter report will provide preliminary recommendations for management and use of the dredged material.

Prior to preparation of the draft report, Landau will summarize the findings and preliminary recommendations in one 1-hour conference call with the City. Landau will then provide a draft of the letter report to the City for review before finalization. For the purpose of cost estimation, this task assumes one round of review by the City.

ASSUMPTIONS

For the purpose of estimating costs, the following additional assumptions were made:

- Attendance of two Landau personnel at a 3-hour site walk including travel.
- The draft work plan will be provided to the City for review prior to finalization; resolving questions or addressing comments from review of the draft work plan will require no more than 2 hours of Landau staff time.
- All sampling locations included in the assessment will be readily accessible at the time of the fieldwork. Vegetation removal required for access will be limited.
- The assessment fieldwork will be completed in 1 12-hour day for one Landau personnel.
- Sediment from the cores that is not collected in the composite sample will be returned to the sampling location.
- The locations of sampling locations will be documented using a hand-held global positioning system (GPS).
- At least 2 feet of water above the mudline is present in each pond.
- Restoration of banks or grass areas outside of the ponds as a result of accessing the ponds for sampling will not be required.
- The analytical cost is based on a standard 2-week turnaround time. Expedited analysis is available upon request for an additional fee, which is not included in the budget estimate.
- The laboratory analytical cost is \$6,759 including markup.
- The sediment sampling subcontractor (Gravity) cost for the boat and sediment sampling is \$8,590 including markup.

ESTIMATED PROJECT SCHEDULE

Landau is prepared to commence work under this scope of services immediately upon receipt of written authorization to proceed.

ESTIMATED BUDGET

The total estimated cost to conduct the proposed scope of work is \$50,400. A breakout of the estimated costs for each task is presented in the attached Estimated Budget table. Landau's services will be provided on a time-and-expenses basis in accordance with the attached Compensation Schedule and General Conditions, which are hereby made a part of this agreement. If unforeseen conditions are encountered, Landau will bring these to your attention and seek modification to the scope of services and budget as appropriate.

Landau will not exceed the total cost for the above-described services without prior authorization from the City. If this proposal is acceptable, please sign the Authorization page provided below and return a copy to Landau.

* * * * *

Landau appreciates the opportunity to submit this proposal. If you have any questions, please contact Elyssa Dixon at 425.967.2004 or edixon@landauinc.com.

LANDAU ASSOCIATES, INC.



Elyssa Dixon, PE
Associate Engineer

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Attachments: Figure 1. Proposed Investigation Locations
Table 1. Estimated Budget
Compensation Schedule
General Conditions

AUTHORIZATION

The scope of services and contractual conditions as described in this proposal and its attachments are accepted and Landau Associates, Inc. is authorized to proceed.

By

Signature*

Printed

For

Firm*

Date

*Name of person with contractual authority and firm responsible for payment of Landau Associates, Inc. billing.

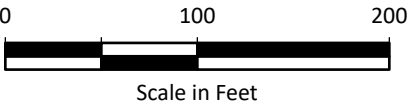
City of Medina
Medina Park Stormwater Pond Assessment
Medina, Washington



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Legend

- Proposed Sediment Sample
- Proposed Grab Stormwater Sample



Note

1. Black and white reproduction of this color original may reduce its effectiveness and lead to incorrect interpretation.

Data Source: King County GIS; Otak, Inc.



Medina Park Stormwater
 Pond Assessment
 Medina, Washington

Proposed Investigation Locations

Figure
1

Table 1
Estimated Budget
Stormwater Pond Assessment
Medina Park
Medina, Washington

Tasks		Landau Associates			Subcontractor Costs ²	Total Cost
		Hours	Labor	Direct Costs ¹		
1	Project Management and Communications	23	\$5,990	\$0	\$0	\$5,990
2	Pre-Assessment Activities	14	\$4,285	\$16	\$0	\$4,301
3	Stormwater Pond Assessment	21	\$5,720	\$476	\$22,045	\$28,241
4	Data Evaluation and Reporting	46	\$11,908	\$0	\$0	\$11,908
Totals		104	\$27,903	\$492	\$22,045	\$50,440
Total Estimated Budget (rounded)						\$50,400

Notes:

¹ Direct costs include mileage, field supplies, and field equipment.

² Subcontractor costs include sediment sampling subcontractor and analytical laboratory.



COMPENSATION SCHEDULE-2026

Personnel Labor	Hourly Rate
Senior Principal	390
Principal	360
Senior Associate	330
Associate	300
Senior	275
Senior Project	250
Project	230
GIS Analyst / CAD Designer	230
Senior Staff	210
Staff / Senior Technician II	190
Data Specialist	190
CAD / GIS Technician	170
Assistant Staff	160
Project Coordinator	155
Senior Technician I	140
Technician	125
Administrative Support	125

Invoices include a Technology Infrastructure Charge (TIC) of four percent (4%) applied to billed labor. The TIC covers increasing costs associated with data storage and security and technological infrastructure to improve our consulting labor efficiencies on delivery of projects.

Expert professional testimony or the preparation thereof for court, deposition, declaration, mediation, arbitration, or public testimony is charged at 1.5 times the hourly rate. Rates apply to all labor, including overtime.

Equipment

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

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).



GENERAL CONDITIONS

SERVICES TO BE PROVIDED – Landau Associates agrees to provide Client, for Client’s sole benefit and exclusive use, the consulting services identified in Landau Associates’ proposal (the Services). The proposal, together with these general conditions, form the Agreement under which the Services will be performed and shall have control over any other forms or agreements unless expressly modified in writing and signed by Client and Landau Associates. This Agreement gives no rights or benefits to anyone other than Client and Landau Associates. The Services are limited to those expressly set forth in the proposal. If a service is not specifically identified, it is expressly excluded. Landau Associates shall have no other obligations, duties, or responsibilities except as expressly provided in this Agreement. Client expressly agrees that Landau Associates shall have no responsibility for construction means, methods, or safety.

DIFFERING CONDITIONS – Landau Associates shall be entitled to rely on the accuracy and completeness of all testing, services, reports, data, and other information furnished by Client regarding the project site. If Landau Associates believes that any condition encountered at the site or during the course of the project is inaccurate or differs materially from that indicated, reflected, or referred to at the time of Landau Associates’ proposal, Landau Associates shall notify Client within a reasonable time. Such differing conditions shall include but are not limited to: access, physical conditions such as subsurface conditions or underground utilities, condition of existing structures, and the presence of asbestos or any substance or material categorized as hazardous or toxic by federal, state, or local laws and regulations. Landau Associates shall not be required to continue performing the Services until such time as a change in compensation, time for performance, and/or other resolution of the differing condition has been mutually agreed to by Client and Landau Associates.

OWNERSHIP OF DOCUMENTS – Unless otherwise agreed as evidenced by mutual written confirmation, all logs, notes, calculations, reports, and other documents (“Work Product”) prepared by Landau Associates are instruments of service and are the property of Landau Associates. Client is responsible for appropriate use of the Work Product and recommendations by Landau Associates. Any and all such Work Product and recommendations are provided for the specific project(s), as identified; any reuse of the same for extensions of a project, or disregard for or deviation from Landau Associates’ recommendations, or for use on any other project, shall be at Client’s sole risk and without liability to Landau Associates. Client shall not, absent prior written agreement, use any Landau Associates Work Product if Landau Associates’ Services have been terminated prior to completion or Landau Associates has not been paid in full. Client shall release, defend, indemnify, and hold Landau Associates harmless from all claims, losses, liabilities, damages, expenses, and costs arising out of the unauthorized use or reuse of the Work Product.

STANDARD OF CARE – Landau Associates’ services will be performed with the degree of skill and diligence normally employed by engineering or other professionals performing similar services in the project area at the time Services are performed. No other warranty or representation, either express or implied, is included or intended in our proposals, contracts, reports, and communications.

INSURANCE – Landau Associates, at its own expense, carries professional liability, workers’ compensation, and employer’s liability coverage as required by applicable state law, and general liability insurance, including automobile liability. The amount of insurance available may vary from year to year. The professional liability insurance is written on a claims-made basis. If Client desires insurance coverage in addition to that carried by Landau Associates at the time of the Agreement, Landau Associates will cooperate to obtain such additional insurance, if available, at Client’s expense.

LIMITATION OF LIABILITY – Landau Associates shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by Client or others, however caused. Landau Associates’ liability under this Agreement shall be limited as follows: (a) for insured liabilities arising out of Landau Associates’ negligence, to the amount of the insurance then available to fund any settlement, award, or verdict; (b) for uninsured liabilities, to an amount not to exceed the total fee paid under this Agreement or \$50,000, whichever is greater.

For services involving subsurface explorations including excavations and drilled borings, Landau Associates will use good-faith efforts to identify subsurface utilities and structures through the following methods: Review of Client-provided information (which Landau Associates shall be entitled to rely on), notifying the Utility Notification Center to request the marking of public

utilities, and contracting with private locating services to mark private utilities and public utilities not marked on private property by utilities responding to the Utility Notification Center location request. Landau Associates shall not be liable for damage to utilities or other subsurface structures not identified through its good-faith efforts, including, but not limited to, non-conductible utilities that cannot generally be located using standard locating techniques.

PERSONAL LIABILITY – No employee of Landau Associates shall incur personal liability to Client related to the Services.

INDEMNIFICATIONS – Client acknowledges that Landau Associates is not responsible for the creation or presence of contamination or pollution, if any, at the property. Client agrees to release, indemnify, and defend Landau Associates and any of its officers and employees from and against any claim, suit, action, or liability due to or related to contamination conditions at the property except to the extent such claim, suit, action, or liability is caused by the negligence of Landau Associates. For the purposes of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release, or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, surface water, or sediment of or near the property. Landau Associates will promptly notify Client of contamination conditions, if identified.

SITE SUPERVISION – Landau Associates has no overall supervisory authority or actual and/or direct responsibility for the specific working conditions at the site and/or for any hazards resulting from the actions of any trade contractor. Unless expressly provided in the scope of services, Landau Associates has no duty to inspect, supervise, note, correct, or report any health or safety deficiencies of Client, contractors, or other entities or persons at the project site not employed or subcontracted by Landau Associates.

PAYMENT – Invoices for Landau Associates' services will be issued monthly, payable upon receipt. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred by Landau Associates in collecting any delinquent amount shall be paid by Client. If the Client fails to pay any invoice within thirty (30) days of the invoice date and such failure continues fifteen (15) days after Landau Associates gives Client notice of such failure, Landau Associates shall have the right to immediately terminate this Agreement and the Services provided hereunder. The right to terminate shall be without liability to Landau Associates and shall be in addition to all other legal, equitable, or contractual remedies available to Landau Associates. Client shall have no right of setoff against any billings of Landau Associates for disputed claims or withholding of services.

SUSPENSION OR TERMINATION – If Client requests suspension or termination of our services prior to completion, Landau Associates reserves the right to complete such analyses and records as are necessary to place the files in order, and, when necessary to protect our professional reputation, to complete a report on the services provided to date. Client shall compensate Landau Associates for personnel time and all reasonable expenses at current rates for work completed prior to suspension or termination and for work required to accomplish such closing.

TIME BAR TO LEGAL ACTION – The parties agree that all legal actions by either party against the other concerning the Services provided under this Agreement shall be barred two (2) years after the completion of Services by Landau Associates.

GOVERNING LAW – This Agreement shall be governed by Washington law unless otherwise mutually agreed upon in writing.

SEVERABILITY AND SURVIVAL – In the event that any provision of this Agreement shall be held invalid and unenforceable by a decision of a court of competent jurisdiction, the remaining provisions shall be valid and binding. All terms of this Agreement allocating or limiting liability shall survive the completion of the Services hereunder and the termination of this Agreement.