

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 23-314

AUTHORIZING THE COUNTY EXECUTIVE TO SIGN A CONSULTANT SERVICES AGREEMENT FOR PAINE FIELD FORMER TECT LEASE AREA AGREED ORDER IMPLEMENTATION AT SNOHOMISH COUNTY AIRPORT AT PAINE FIELD

WHEREAS, This Agreement is the product of County RFQ No. 23-004BC. Landau Associates Inc. was selected as the most qualified company to perform the services required by the Department of Ecology Agreed Order; and

WHEREAS, Snohomish County Airport has been investigating environmental contamination at the Former Tect Lease Area since the early 1990's with Remedial Investigation (RI) reports submitted to the Department of Ecology; and

WHEREAS, On November 23, 2021, the Airport submitted a request to enter the Department of Ecology Voluntary Cleanup Program (VCP). The VCP program provides oversight of straight forward typical cleanup actions; and

WHEREAS, On March 17, 2022, Ecology provided written notice that the Airport was a Potentially Liable Party (PLP) for the environmental contamination at the former Tect lease area; and

WHEREAS, On February 1, 2023, Ecology formally terminated Airport's enrollment in the VCP and deemed the site too complex and an Agreed Order (AO) would be required; and

WHEREAS, The Airport, with assistance of its attorneys, has negotiated an Agreed Order with the Department of Ecology that requires the County to undertake all actions for remedial work; and

WHEREAS, This Agreement with Landau Associates Inc. in the amount not to exceed (NTE) \$1,694,100 shall perform the required tasks in the Agreed Order;

NOW, THEREFORE, ON MOTION, the Snohomish County Council approves and authorizes the Snohomish County Executive to sign the Consultant Services Agreement with Landau Associates Inc. in the form attached hereto NTE \$1,694,100.

PASSED this 23rd day of August, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

CONSULTANT: Landau Associates Inc.
CONTACT PERSON: Jerry Ninteman, Senior Principal Engineer
ADDRESS: 155 NE 100th Street, Suite 302
Seattle, WA 98125
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-1273329 / 600-557-469
TELEPHONE/FAX NUMBER: 206-631-8680
COUNTY DEPT: Airport
DEPT. CONTACT PERSON: Andrew Rardin
TELEPHONE/FAX NUMBER: 425-388-5115
PROJECT: TECT Agreed Order Implementation
AMOUNT: \$1,694,100.00
FUND SOURCE: 410.5216804101
CONTRACT DURATION: 09/01/2023 through 12/31/2026
unless extended or renewed pursuant to
Section 2 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Landau Associates, Inc., a Washington Corporation (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide environmental services for the implementation of an Agreed Order with the Department of Ecology. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFQ No. 23-004BC, Agreed Order with Department of Ecology, TECT Site Paine Field.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon 09/01/2023 (the “Effective Date”) and shall terminate on 12/31/2026, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to one (1) additional two (2) year term, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than 12/31/2026, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment

methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$1,694,100.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as

to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials (Work Product) created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County upon receipt of payment for services provided. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Andrew Rardin
Title: Environmental Manager
Department: Airport
Telephone: (425) 388-5115
Email: andrew.rardin@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials,

agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The 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 County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

(v) Professional Liability: \$3,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional

Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

A. General Civil Rights Provisions: The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the

grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Title VI Solicitation Notice: The Snohomish County Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Compliance with Nondiscrimination Requirements: During the performance of this contract, the Contractor, for itself, its assignees, its consultants, its subcontractors and successors (hereinafter collectively referred to as contractor) in interest agrees as follows:

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract as **Addendum C**.

2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** If subcontracts applicable, in all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, if any. The Contractor will take action with respect to any subcontract as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, the contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Employment of County Employees. SCC 2.50.075, “Restrictions on future employment of County employees,” imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor’s work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the

County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or 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.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon ten (10) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Airport
3220 100th ST SW Suite A
Everett, Washington 98204
Attention: Andrew Rardin

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor:

Landau Associates Inc.
Jerry Ninteman, Senior Principal Engineer
155 NE 100th Street, Suite 302
Seattle, WA 98125

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and

are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.


33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

LANDAU ASSOCIATES INC.:

County Executive

Date



6/29/2023

Date

PROPOSED SCOPE OF SERVICES

The Airport has requested that Landau prepare this scope and budget letter to support implementation of the pending AO (Ecology 2023). Landau has based the following proposed scope of services on the final AO that is pending execution in mid-summer 2023, specifically from Exhibit B (Scope of Work and Schedule) of the AO. Landau has also included budget for project management that will be required to support administration of the project.

It is noted that the scope of work included in the AO does not include sufficient detail to allow an accurate estimation of future project costs. The costs presented herein therefore represent recommended budgets based on the available information; actual costs will likely be higher or lower based on detailed scopes of work developed later in the project. This budget was developed on a task-by-task basis; however, use of this budget will be allocated to tasks as needed depending on Airport and project needs. Estimated budgets broken down by task are described below.

Task 1: Agreed Order Remedial Investigation/Feasibility Study Work Plan Preparation

Preparation of the MTCA-compliant AO RI/FS Work Plan (Work Plan) will incorporate existing Site investigation data and will use as much of the 2018 work plan background and historical information as possible. The goal of the RI will be to address the remaining data gaps so that the RI/FS can be completed for the Site.

Per the final AO, the Work Plan will include the following:

- An introduction providing the overall objectives of the RI and FS and an overview of the planned investigation.
- A Site description and background section describing current Site features, current and future land use, current and future groundwater use, and Site history.
- Summaries of previous investigations and cleanup actions at the Site including investigation results or reference to previous summaries of investigation results.
- A preliminary conceptual Site model including a description of Site geology, hydrogeology, potential contaminants of concern and sources, and contaminant migration pathways and potential receptors.
- Screening levels to evaluate RI data.

- Planned RI activities by investigation area including the specific data gaps, RI objectives, and planned investigation activities for each investigation area. A first step in identifying remaining data gaps will be to sample the two deep groundwater monitoring wells installed during the Phase III RI that have not previously been sampled (RIDW-5 and RIDW-6) and up to three existing shallow groundwater monitoring wells (RIGW-1, RIGW-2, and RIGW-3) that have been dry or otherwise not previously sampled. Information obtained from this sampling will be important in assessing remaining data gaps, especially for delineating the extent of deep aquifer contamination. This sampling will be conducted shortly after notice to proceed is issued by the County. The results of the sampling will be discussed in the AO RI/FS Work Plan.
- Planned terrestrial ecological evaluation activities, if required.
- A Feasibility Study describing the major steps to complete an FS for the Site including identification of applicable or relevant and appropriate requirements, delineation of media requiring remedial action, development of remedial action objectives, screening of cleanup alternatives, evaluation of cleanup alternatives, disproportionate cost analysis procedures, and recommendation of remedial action alternatives.
- An overview of the reporting plan
- A proposed RI and FS activities schedule.

Landau has budgeted for completing an Airport review draft, an Ecology review draft, incorporating comments from both iterations, and finalizing the Work Plan. Ecology has requested that a key project meeting be held prior to submittal of the Work Plan. Budget has been included for Landau to participate in the key project meeting.

A sampling and analysis plan (SAP), quality assurance project plan (QAPP), and Site-specific health and safety plan (HASP) will be part of the AO RI/FS Work Plan. Landau assumes that the Ecology-required cultural resources review and Inadvertent Discovery Plan will be conducted and prepared by Ecology. Landau anticipates that the investigation work associated with the Work Plan will require an iterative approach and that subsequent addenda will need to be prepared and reviewed/approved by the Airport and Ecology. To accommodate the ongoing iterative approach, Landau has included budget to prepare up to two Work Plan addenda, with the assumption that the existing SAP, QAPP, and HASP will be used and referenced in the addenda, as needed. A budget of **\$183,100** is recommended for the AO Work Plan preparation and subsequent addenda.

Task 2: Remedial Investigation Field Work

The purpose of the RI is to address remaining data gaps sufficient for completion of a MTCA-compliant RI, including characterizing the extent of contamination in soil and groundwater to define the limits of the Site (MTCA defines "Site" as anywhere contamination has come to be located). The AO Work Plan will incorporate known data gaps and any new data gaps discovered during the 2022 RI activities.

Landau has included budget for AO RI field work to address known data gaps as outlined in the bullets below.

- Delineating chlorinated solvents in soil and groundwater, including deep aquifer groundwater, and evaluating seasonal fluctuations in groundwater elevations and contaminant concentrations
- Characterizing contaminant fate and transport mechanisms present at the Site
- Identifying the extent of piping and/or tanks that remain in place near the former East Fuel Farm area
- Ongoing analysis of carcinogenic polycyclic aromatic hydrocarbons and naphthalenes in groundwater samples planned for analysis for diesel- and oil-range total petroleum hydrocarbons
- Ecology identified additional data gaps during its review of RI/FS Work Plan Addendum No. 2 but due to limitations with grant funding, the following items still need to be addressed:
 - Additional soil borings to the west and south of Building C-22 to determine the lateral and vertical extent of total chromium concentrations in soil
 - Analysis for total and dissolved arsenic in groundwater to bound the arsenic contamination in shallow groundwater around Building C-22
 - Potential evaluation of contaminant concentrations in subslabs below Hangar 1 and/or indoor air inside Hangar 1, depending on Phase III RI investigation results in the immediate vicinity of Hangar 1.

The data gaps list will likely be updated during preparation of the Work Plan as the Phase III soil and groundwater results from 2022 RI activities are evaluated. A comprehensive list of data gaps will be provided in the Work Plan and presented to Ecology for final approval prior to conducting field activities.

For budget planning purposes, Landau is anticipating that the following field activities will be conducted under this authorization:

- Two phases of roto-sonic drilling and sampling from temporary borings with an overall scope and cost for each phase being equivalent to the 2022 Phase III investigation. Landau has included costs for drillers to install up to two deep aquifer wells for each of the two phases of drilling. Well development will be conducted by Landau and casing elevation survey work would be completed by a licensed land surveyor, if required.
- Four quarterly groundwater elevation survey and sampling events to collect seasonal data and identify seasonal fluctuations in shallow and deep groundwater aquifer quantity and quality. Quarterly groundwater activities will generally include the following:
 - Groundwater elevation data collection at all existing shallow (15 wells) and deep aquifer wells (9 wells). In addition to the nine deep aquifer Site monitoring wells, groundwater elevations will be measured at six off-Site deep aquifer wells located on an adjacent parcel currently leased by The Boeing Company (Boeing). Additional coordination with Boeing will be necessary to complete the surveys. The elevation survey event is expected to take a day to complete.
 - Groundwater sampling at up to 24 Site-wide wells in both the deep and shallow aquifer. Sampling will be conducted immediately following collection of elevation data and is expected to take up to 5 days to complete. A combination of deep and shallow sampling

equipment will be used to accommodate groundwater pumping needs from shallow and deep wells. Samples will be submitted for chemical analysis to ALS Environmental laboratory for analysis, except where specialty analysis is required. For example, 1,4-dioxane analysis may need to be submitted to a different laboratory to ensure that Ecology-requested criteria are met for a specific analysis.

- Use ground-penetrating radar to survey the former East Fuel Farm area to identify remaining underground storage tanks and/or piping associated with previous fueling operations in that area.

Additional RI field work is anticipated following receipt of Ecology comments on the Work Plan and potentially after completion of the RI field work described above. Future modifications to the scope and budget for RI field work are likely as the Airport moves forward with the AO implementation and Ecology coordination is ongoing.

Implementing the RI field work will require Landau to contract directly with multiple vendors and subcontractors. Because the exact scope and schedules are not yet known, Landau has prepared a list of potential subcontractors and vendors that we hire routinely for work at this Site and for other projects in the region. The subcontractor and vendor list is provided in the attached Table 1.

Landau has included anticipated subcontractor and vendor costs, and has budgeted for use of our internal equipment, disposable supplies, and mileage. A budget of **\$614,000** is recommended to complete the planned RI field work.

Task 3: SEPA Compliance and Interim Actions

Landau will assist with preparation of a State Environmental Policy Act (SEPA) checklist and supporting materials as required by Ecology. Our budget assumes that an Environmental Impact Assessment will not be needed. Additional SEPA compliance support may be required if Ecology requires the Airport to complete an Interim Action that involves construction activities.

Interim Actions (IAs) are conducted prior to proceeding with an FS and are typically requested by Ecology through a formal written process. Ecology may require an IA if any of the following criteria exist at the Site:

- An IA is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance
- To correct a problem that may become substantially worse or cost more to address if the remedial action is delayed
- To complete the RI or design of the cleanup action.

Investigation-derived waste (IDW) from ongoing investigation activities related to the RI is currently being stored on Site in 55-gallon steel drums located immediately west of Building C-23 and inside Building C-22. IDW disposal has been delayed due to budgetary constraints but now that Buildings C-22 and C-23 are vacant and empty, the Airport plans to demolish them. Given the pending

demolition and the potential for drums to leak over time, the Airport would like to proceed with IDW disposal as an IA. Landau assumes that no SEPA compliance assistance will be required since there are no construction activities associated with the planned IDW disposal. Landau will coordinate with waste-handling companies on behalf of the Airport and has included budget to contract with the waste handlers for transport and disposal of RI IDW.

Additional IAs may be required by Ecology as the RI progresses but the scope and cost for potential IAs are unknown at this time. Exhibit B of the pending final AO states that, "... the scope of IAs may include, but not be limited to, typical source control or containment elements such as:

- Soil or sediment removal
- Groundwater remediation
- Repair, slip lining, replacement, or closure of stormwater conveyances or other structures such as conduits, vaults, catch basins, etc.
- Decommissioning of underground storage tanks and pipes
- Removal of old drain fields or former surface impoundments
- Proper decommissioning of old or unused wells
- Removal of contaminated building or other structural material
- Construction of a treatment facility."

Modifications to this authorization may be warranted in the future if Ecology asks the Airport to conduct IAs other than the IDW disposal efforts. Landau is recommending a budget of **\$147,000** to complete the IDW disposal and assist the Airport and Ecology with SEPA compliance.

Task 4: Remedial Investigation and Feasibility Study Reports

Per ongoing discussions with the Airport and Ecology, the RI and FS reports will be prepared as two separate documents to allow for finalization of the RI before proceeding with the FS. As described in the AO, Ecology will proceed with submitting the two documents for public review at the same time.

Landau will prepare a preliminary data summary to share the RI results with the Airport and submit the RI data to Ecology's Electronic Information Management (EIM) database, and prepare the formal RI report after receiving concurrence from Ecology that the RI is substantively complete. After completing the RI field work, the initial data summary will be prepared that includes tabulated soil and groundwater data from that investigation, figures depicting sampling locations, and an email to the Airport providing Landau's opinion on whether field activities are complete, or if additional activities are recommended. This initial effort will support key project meeting discussions with the Airport and Ecology to determine if sufficient data have been collected in the field to proceed with completing the RI report, and begin developing the approach and objectives for the FS report. Landau has assumed that two brief virtual meetings will be required.

The RI and FS reports will be prepared in accordance with MTCA regulations, as described in Washington Administrative Code 173-340-350. The RI portion of the report will include a comprehensive summary of investigation findings including a comparison of the Site data to the preliminary screening levels, a summary of historical sources of contamination and a conceptual Site model to understand the nature and extent and potential fate and transport mechanisms for contamination, figures, and Site cleanup requirements. The FS report will evaluate the remedial alternatives for the Site and the recommended alternative will be discussed with the Airport, and presented in both the Airport and Ecology draft versions of the FS report.

Landau has included budget to prepare the following RI and FS reporting deliverables:

- Initial RI Data Report – to be prepared by Landau when RI activities are complete, and the Airport is ready to request concurrence from Ecology that the RI data are satisfactory to proceed with the RI Report. The Airport will receive electronically a Word document of the text; figures, tables, and appendices will be provided in PDF format. Ecology will receive an electronic PDF of the Initial RI Data Report following review and approval by the Airport.
- EIM Submittal – Landau will prepare the EIM data files required for submittal and upload the files to the Ecology EIM database while preparing the Initial RI Data Report.
- RI Report – includes preparation of draft Airport and Ecology versions, and the final RI Report. The Airport and Ecology will receive Word document files of the RI Report text; figures, tables, and appendices will be provided in PDF format. A final PDF of the entire document will be provided to the Airport and Ecology electronically. Per the AO Exhibit B, Landau will send two paper copies of the Public Review Draft RI Report to Ecology, in addition to an electronic copy of the document in PDF format and a Word file of the text.
- FS Report – includes preparation of draft Airport and Ecology versions, and the final FS Report. The Airport and Ecology will receive Word document files of the FS Report text; figures, tables, and appendices will be provided in PDF format. A final PDF of the entire document will be provided to the Airport and Ecology electronically. Per the AO Exhibit B, Landau will send two paper copies of the Public Review Draft FS Report to Ecology, in addition to an electronic copy of the document in PDF format and a Word file of the text.
- Final RI/FS Report – Landau will prepare a Final RI/FS Report that will incorporate public comments on the Public Review Draft RI and FS Reports. An electronic version of the final report will be sent to the Airport and Ecology in PDF format.

The estimated budget to complete this task is **\$229,100**.

Task 5: Ecology Coordination and Public Participation

Landau's services will include ongoing coordination with Ecology such as AO support, Ecology meetings and general coordination, public participation materials and meetings, and progress updates. Activities that will be accomplished include support to finalize an AO with the Airport and/or Ecology, preparing/submitting quarterly progress reports on behalf of the Airport, participating in up to two meetings attended remotely or in-person (if appropriate at the time) to discuss the project status with Ecology personnel at project milestones, preparing draft Responsiveness Summaries following public review periods, and responding to requests and project questions or concerns raised

by Ecology outside the scope of other AO-defined tasks for the Site. Additionally, Landau will prepare weekly email summaries during RI and/or IA field work to keep Ecology informed on progress and any issues that arise. The estimated budget for Ecology Coordination and Public Participation is **\$59,900**.

Task 6: Draft Cleanup Action Plan

The cleanup action plan (CAP) is a document that presents Ecology's determination to select the final cleanup action for the Site and specifies the cleanup standards and other requirements for the cleanup action. The final CAP is prepared following public comment, and the draft Cleanup Action Plan (dCAP) is typically prepared by the potentially liable party responsible for implementing the cleanup. The Airport has asked Landau to prepare the dCAP on its behalf and, after addressing Airport comments, Landau will submit the dCAP to Ecology for review and comment. The public review draft of the CAP will be prepared following receipt of Ecology comments on the dCAP. For cost-estimating purposes, Landau has assumed that only minor revisions will be required to prepare the public review draft of the dCAP.

Landau has included budget to prepare the following CAP deliverables:

- Airport and Ecology dCAP – includes preparation of draft Airport and Ecology versions for review. The Airport and Ecology will receive Word document files of the dCAP text; a PDF version of the entire document (i.e., text, figures, tables, and appendices, etc.) will also be provided. A PDF of the final dCAP will be provided to the Airport and Ecology electronically.
- Public Review dCAP – Landau will prepare a public review version of the dCAP that will incorporate Ecology comments on the Ecology dCAP. An electronic version of the Public Review dCAP will be sent to the Airport and Ecology in both Word and PDF formats.

The recommended budget to complete this task is **\$87,000**.

Task 7: Project Management

This task comprises project management and administrative duties including project scope and budget setup; invoicing and budget tracking; internal team coordination; coordination with the Airport; and assisting the Airport in developing scoping, cost, and schedule projections for planning purposes to support project funding. The recommended budget for project management is **\$124,000**.

Task 8: Unanticipated Conditions and Tasks

This task includes funding to address unanticipated conditions that may arise in the field (e.g., subsurface conditions that significantly impact drilling progress) and new or expanded tasks that are required by Ecology but are not included in the above-described scope. Use of these funds will not be allowed without prior written authorization from the Airport. The recommended budget for this task is **\$250,000**.

Schedule B - Compensation

Proposal: TECT Agreed Order Implementation
June 28, 2023

RECOMMENDED BUDGET

The table below presents recommended budgets for each of the scope items included in this letter. Anticipated subcontractor and vendor costs, and Landau labor, mileage, and costs for equipment use and supplies are also included.

TECT AO Implementation	Recommended Budget		
	Landau Labor and Equipment	Subcontractors and Vendors	Task Totals
Task 1: AO RI/FS Work Plan Preparation	\$176,100	\$7,000	\$183,100
Task 2: Remedial Investigation Field Work	\$215,500	\$398,500	\$614,000
Task 3: SEPA Compliance and Interim Actions	\$37,000	\$110,000	\$147,000
Task 4: Remedial Investigation and Feasibility Study Reports	\$229,100	\$0	\$229,100
Task 5: Ecology Coordination and Public Participation	\$59,900	\$0	\$59,900
Task 6: Draft Cleanup Action Plan	\$87,000	\$0	\$87,000
Task 7: Project Management	\$124,000	\$0	\$124,000
Task 8: Unanticipated Conditions and Tasks	\$103,700	\$146,300	\$250,000
TOTALS	\$1,032,300	\$661,800	\$1,694,100

Landau labor will be billed on a time-and-expenses basis in accordance with the attached Compensation Schedule. This compensation schedule represents an approximate 3 percent discount off Landau's standard 2023 compensation rates and will remain in effect through the end of 2024. A new compensation schedule to take effect in January 2025 will be negotiated with the County in the fourth quarter of 2024 and will be based on changes in the Western Urban Consumer Price Index, Seattle area. A similar renegotiation of the compensation schedule may be conducted in subsequent years as dictated by changing economic conditions. Landau-owned field equipment and disposable supplies will be invoiced using Landau's standard unit rates for 2023 (attached).

Table 1
Potential Subcontractor and Vendor List
TECT Agreed Order Implementation
Paine Field Airport - Everett, Washington

Agreed Order Task	Activity	Potential Subcontractor/Vendor
RI Field Work	Utility and/or Fuel Tank Locating	CNI Locates Applied Professional Services, Inc.
	Land Surveying	ASPI, LLC David Evans and Associates
	Drilling and/or well installation	Holt Services, Inc. Cascade Drilling, LP Anderson Environmental Contracting, LLC
	Sample Analysis	ALS Environmental Analytical Resources, Inc. OnSite Environmental TestAmerica Enthalpy Analytical
	Rental Equipment*	Field Environmental Instruments Pine Environmental Services, LLP Geotech Environmental Equipment, Inc.
Investigation-Derived Waste Disposal	Waste profiling, transportation, and disposal	DH Environmental BAI Environmental Services Bravo Environmental Clean Harbors Heidelberg Materials

Note:

* Landau-owned field equipment and disposable supplies will also be used and will be charged according to Landau's 2023 standard unit rates (attached).



COMPENSATION SCHEDULE–2023

Personnel Labor	Hourly Rate
Senior Principal	325
Principal	301
Senior Associate	276
Associate	252
Senior	228
Senior Project	204
Project	184
GIS Analyst / CAD Designer	184
Senior Staff	170
Staff / Senior Technician II	155
Data Specialist	155
CAD / GIS Technician	146
Project Coordinator	131
Assistant / Senior Technician I	121
Technician	107
Support Staff	92

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 ten percent (10%) 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).

EQUIPMENT & SUPPLIES RATE SCHEDULE—2023

FIELD	Rate (\$)	Unit
Daily Field Equipment Charges (Misc. Tools, etc.)	30.00	Day
Air Compressor	50.00	Day
Anderson Sampler	70.00	Day
Angle Grinder (including grinding wheels)	20.00	Day
Autolevel w/Tripod and Rod	50.00	Day
Bailer – Stainless Steel/PVC	10.00	Day
Beach Seine	75.00	Day
Benthic Sieving Equipment	45.00	Day
Bentonite Mud Balance and Sand Content	5.00	Day
CadNA (software)	300.00	Project
Calipers – Digital	10.00	Day
Camera – Digital	10.00	Day
Camera – Video	35.00	Day
Canopy – 10' x 10' (Pop-Up)	30.00	Day
Computer, Portable	35.00	Day
Data Dashboard	100.00	Week
Density Equipment – Nuclear Densometer (in WA state)	50.00	Day
Density Equipment – Nuclear Densometer (out of WA state)	100.00	Day
Density Equipment – Sand Cone	20.00	Day
Drill – Cordless	15.00	Day
Driver – ½" Impact (Cordless DeWalt)	30.00	Day
Drone Survey Equipment	300.00	Day
Dynamic Cone Penetrometer	50.00	Day
Ekman Grab	45.00	Day
Ensys Field Test Kit – PCB/TPH	100.00	Day
Fathometer	20.00	Day
Flow Cell – Low Flow Groundwater	5.00	Day
Flow Restrictor	15.00	Day
Forage Fish Egg Gravity Separator	50.00	Day
Generator – Honda EZ3500/EU2000	60.00	Day
GoPro – Downhole Digital Camera	45.00	Day
GPS – Trimble ProXRS/GeoXT/GeoHT	170.00	Day
Groundwater – Dataloggers/Transducers/Barologger	20.00	Day
Hand Level	5.00	Day
Helium Gas (Vapor Pin and Shroud Testing)	15.00	Test
Injection Kit	225.00	Day
Magnetic Metal Detector	35.00	Day
Magnehelic Gauge Set	30.00	Day
Meter – Air Velocity	50.00	Day
Meter – Dissolved Oxygen	55.00	Day
Meter – Dwyer Manometer series 475 Mark III	20.00	Day
Meter – Helium, GasCheck G2	80.00	Day
Meter – Landfill Gas (Landtec GEM 5000)	275.00	Day
Meter – Moisture	30.00	Day
Meter – Multi-Gas	95.00	Day
Meter – Noise Level	30.00	Day
Meter – ORP (Cole Parmer) / Turbidity (HACH)	55.00	Day
Meter – pH/Conductivity/Temperature	55.00	Day
Meter – PIDs	135.00	Day
Meter—Sound Level, B&K	300.00	Day
Meter—Sound Level, LD Lxt	200.00	Day
Meter – Stream Flow, Pygmy	50.00	Day
Meter – Turbidity (MicroTip or HACH)	55.00	Day
Meter—Vibration	200.00	Day

Meter – YSI	90.00	Day
Mixer – 55-Gallon Drum Mixer	70.00	Day
"No Parking" Signs (each)	10.00	Day
Oil/Water Interface Indicator	65.00	Day
Peat Probe	5.00	Day
Poly Tank or Drum (30 Gallons)	10.00	Day
Pump – High Volume (Air) Thomas and GAST	20.00	Day
Pump – Portable Bladder (QED)	60.00	Day
Pump Controller – Bladder (QED) Only	110.00	Day
Pump – Draeger or MSA Hand Pump	25.00	Day
Pump – Honda, 1 inch	30.00	Day
Pump – Honda, 1.5 inches	40.00	Day
Pump – Honda, 3 inches	55.00	Day
Pump – Peristaltic	35.00	Day
Pump – Purge 12 Volt –whaler	15.00	Day
Pump – Purge 12 Volt –Proactive	60.00	Day
Pump—Wattera Actuator – Hydrolift 2	50.00	Day
Redi-Flow 2 – Controller Only	65.00	Day
Rotohammer – Milwaukee (Large)	70.00	Day
Rotohammer – DeWalt (Small)	40.00	Day
Rotometer (1 to 20 LPM)	5.00	Day
Scale or Soil – Field Gram and Pound	10.00	Day
Sediment – Piston Corer	80.00	Day
Shelby Tube Sample Equipment	15.00	Day
Sherman Live Traps	15.00	Day
Shop Vacuum	20.00	Day
Shroud Fittings	30.00	Day
Slope Inclinator (GEOKON)	200.00	Test
Sludge Judge	50.00	Day
Soil Auger – 2" (Solid Fit & Puller)	180.00	Day
Soil Hand-Auger Equipment	25.00	Day
Soil Resistivity Equipment	150.00	Day
Soil Samples – Rings (Dames & Moore)	6.00	Day
Soil Split-Barrel Sampler Kit (Dames & Moore)	25.00	Each
Solar Array		Pending
Surface Water Sampler Pole	20.00	Day
Sub-Slab Sampling Vapor Pin Kit and Shroud	50.00	Day
Surber Benthic Sampler	50.00	Day
Surge Blocks	3.00	Day
Tank – Bladder	225.00	Day
Traffic Cones (per set of 10)	10.00	Day
Traffic Signs (Road/Shoulder/Closed) (3 Sets of 3)	50.00	Day
TSI VelociCalc Thermal Anemometer	25.00	Day
UV Lamp	15.00	Day
Vane Shear Equipment	40.00	Day
Verizon – Broadband Computer Internet Card	8.00	Day
Waders	10.00	Day
Water Flow Meter	60.00	Day
Water Infiltration Testing Equipment- PIT/BIT (Oly)	100.00	Day
Water Infiltration Testing Equipment	20.00	Day
Water Level Indicator	30.00	Day
Water Sampler – Wildco Horizontal	35.00	Day
Water Test Kit (Hach –Iron, H ₂ O ₂ , Chrome)	5.00	Each
Weed Whacker/ Brush Cutter	40.00	Day
Well Screen Kit (AMS Drive Point)	150.00	Day
Wetland Field Kit	30.00	Each
Weather Station	50.00	Day

EQUIPMENT & SUPPLIES RATE SCHEDULE—2023

FIELD SUPPLIES	Rate (\$)	Unit
Absorbent Pads (18" by 18")	0.75	Each
Air-O-Cell Mold Sampling Cartridge	6.00	Each
Asbestos Drywall Cutter Sleeve	3.00	Each
Bailer – Rope	0.10	Foot
Bailer – Disposable, 0.5" diameter	5.00	Each
Bailer— Disposable, 1.6" diameter, 1 L	5.00	Each
Brass Locks	12.00	Each
Buckets	5.00	Each
Bladder QED – Disposable	10.00	Each
Cassette Media MCE (pcm)	1.00	Each
Dynamic Cone Penetrometer-Disposable Cones	4.00	Each
Ice (per bag)	6.00	Cooler
Teflon® Tubing – ¼ inch	2.60	Foot
Vapor Pin Sleeve and Cap	2.25	Each
Locking Well Seal (2")	13.00	Each
Locking Well 2" MWSS J-Plug	23.00	Each
Groundwater Filter (45 micron)	19.00	Each
Sampler – Encore	9.50	Each
Sampler – Free Product	3.00	Each
Shelby Tube (10" or 12" Length)	15.00	Each
Shelby Tube Soil Seals with Caps	15.00	Each
Spray Marking Paint	6.00	Each
Soil Sample Chip Trays	4.00	Each
Survey Flagging	3.00	Each
Survey Stakes	0.70	Each
Tedlar® Bags – 1 Liter	16.00	Each
Tubing – Fittings	2.30	Each
Tubing – HDPE, ¾ inch	0.60	Foot
Tubing – LDPE, ¼ inch	0.25	Foot
Tubing – LDPE, ½ inch	0.35	Foot
Tubing – LDPE, ¾ inch	0.30	Foot
Tubing – LDPE, 1 inch	0.45	Foot
Tubing – Master Flex	5.00	Foot
Tubing - Teflon®, ¼ inch	2.60	Foot
Wattera Foot Valve (Large, D-32)	25.00	Each
Wattera Foot Valve (small)	12.00	Each
Wattera Surge Block (2" attachment to Wattera Foot Valve)	12.00	Each
Wetland Stakes	0.20	Each
Yeast Extract	8.00	Pound

Easy Draw Syringe	2.25	Each
Q Water Well Developer	32.00	Each
Zefon Spore Trap Media	10.00	Each
MISC. HEALTH & SAFETY ITEMS	Rate (\$)	Unit
Gloves – Nitrile	0.26	Each
Gloves – Atlas and Scorpio	6.50	Pair
Gloves – Solvex, Elbow	10.00	Pair
Gloves – Solvex, Standard	8.00	Pair
Protective Suit – Saranex	19.00	Each
Protective Suit – Tyvek	9.00	Each
Protective Boot Cover – Tyvek	1.00	Pair
Protective Boot Cover – PVC	6.00	Pair
Respirator	5.00	Day
Respirator Cartridge – Organic Vapor Only	20.00	Pair
Respirator Cartridge – Organic Vapor + P100	35.00	Pair
VEHICLES	Rate (\$)	Unit
Mileage	IRS Rate	Mile
Vehicle Use	50.00	Day
LAB UNIT RATES	Rate (\$)	Unit
Moisture Content	30.00	Each
Unit Weight	55.00	Each
Atterberg Limits	160.00	Each
Sieve Analysis	135.00	Each
Sieve Analysis – Large Sample	200.00	Each
200-Wash Sieve	80.00	Each
Hydrometer	150.00	Each
Combined Analysis	250.00	Each
Compaction Test	290.00	Each
California Bearing Ratio (CBR)/Proctor	800.00	Each
Consolidation (1-D)	850.00	Each
Triaxial Strength (TXUU)	500.00	Point
Triaxial Strength (TXCU)	800.00	Point
Shelby Tube Extraction and Logging	100.00	Each
Permeability of Granular Soil	400.00	Each
Permeability of Fine-Grained Soil	600.00	Each
Thermal Conductivity Test (3 Point Sample)	1200.00	Each
Clay Dispersion (Crumb Test)	25.00	Each
Clay Dispersion (Pinhole Test)	300.00	Each
OFFICE	Rate (\$)	Unit
Copies – B&W	0.12	Page
Copies – Color	0.50	Page
Plotter Copies – B&W	1.25	Sq. Ft.
Plotter Copies – Color	2.50	Sq. Ft.
DVD	2.00	Each

Weekly/monthly rates can be established upon request for extended uses. Charges for other special equipment and supplies are to be determined on an as-needed basis.

Addendum C

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its consultants, its subcontractors, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as they may be amended from time to time and which are incorporated herein by reference, including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq). Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74).