

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 23-489

AUTHORIZING THE COUNTY EXECUTIVE TO SIGN A PROFESSIONAL SERVICES AGREEMENT FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE AT SNOHOMISH COUNTY AIRPORT AT PAINE FIELD

WHEREAS, this Agreement is the product of County RFQ No. 23-008BC and Landau Associates, Inc. was selected as the most qualified company to perform the services required by the Department of Ecology; and

WHEREAS, Paine Field has a Department of Ecology NPDES Industrial Stormwater Permit which requires monthly inspection and quarterly sampling; and

WHEREAS, Paine Field desires to have an independent third party perform tasks for NPDES and Salmon-Safe compliance; and

WHEREAS, Paine Field has selected Landau Associates from County RFQ No. 23-008BC and negotiated scope and fee for this work not to exceed \$325,000.00; and

WHEREAS, due to the contract length, compensation changes based upon the Western Urban Consumer Price Index (CPI) for the Seattle area with Landau Associates may be approved by the Airport Director;

NOW, THEREFORE, ON MOTION, the Snohomish County Council approves and authorizes the Snohomish County Executive to sign the Professional Services Agreement in the form attached hereto not to exceed \$325,000.00 and further authorizes the Airport Director to execute future amendments related to compensation based upon the Western Urban Consumer Price Index (CPI) for the Seattle area with Landau Associates.


PASSED this 13th day of December, 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: NPDES Compliance Services
AMOUNT: \$325,000.00
FUND SOURCE: 410.5216804101
CONTRACT DURATION: 01/01/2024 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 stormwater compliance. 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. 23-008BC, NPDES and State of WA ISGP Compliance Services.

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 01/01/2024 (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, 2024, 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 \$325,000.00 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 therefore, 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.

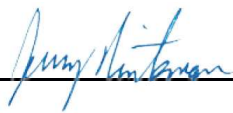
33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

LANDAU ASSOCIATES INC.:

County Executive

Date



October 3, 2023

Date

Approved as to insurance
and indemnification provisions:

Barker, Sheila

Digitally signed by Barker,
Sheila
Date: 2023.10.30 07:15:57
-07'00'

Risk Management Date

Approved as to form only:

Deputy Prosecuting Attorney Date

Approved as to form only:

Legal Counsel to the Contractor Date

Schedule A - Scope of Services

TASK 1: NPDES STORMWATER COMPLIANCE SERVICES

Landau's scope of services covers anticipated stormwater compliance activities required under the Airport's existing Washington State Department of Ecology (Ecology) industrial stormwater general permit (ISGP; Permit No. WAR000428) for the period that extends from January 1, 2024 to December 31, 2026. In addition to the ISGP compliance services, Landau's scope also includes sampling and analysis to support potential future requirements for emerging contaminants, such as per- and polyfluoroalkyl substances (PFAS) and 6PPD-quinone, and stormwater consulting services for the Airport's compliance under the County's Phase I Municipal Stormwater General Permit (Municipal Permit; Permit No. WAR044502). These services are planned for management and implementation under Task 1, which includes the major activities described below.

Stormwater Sampling, Inspections, and Reporting

The 2024-2026 stormwater sampling, inspection, and reporting activities include monthly, quarterly, and annual activities required under the Airport's ISGP and implemented according to the Airport-specific Stormwater Pollution Prevention Plan (SWPPP). Quarterly stormwater sampling at designated stormwater outfall stations, monthly visual stormwater inspections, and preparation of quarterly discharge monitoring reports (DMRs) and annual reports for electronic submittal (by the Airport) are required by the ISGP. Additional inspection and sampling activities related to the Airport's best management practices (BMPs) and downspout treatment unit (DTU) maintenance are also included.

Quarterly Stormwater Sampling

For the purposes of the budget estimates provided below, this scope assumes that the two designated sampling locations at Big Gulch Creek (BGC) and at the pond referred to as Lake Stickney-South (LSS) will continue to be sampled through 2026. Quarterly sampling and reporting will be required under the ISGP with potentially extra sampling during a quarter to use the ISGP's provision of reporting sample averages if multiple samples are collected in a given quarter to achieve benchmarks. For costing purposes, Landau has assumed a total of 24 separate sampling events between January 1, 2024 and December 31, 2026.

The analytical parameters (copper and zinc) and field-measured/observed parameters (turbidity, pH, and oil sheen) required at the two designated sampling locations (BGC and LSS) are prescribed by the ISGP and detailed in the Airport's SWPPP. Ecology may require additional analytical parameters (PFAS and 6PPD-quinone) within the 2024-2026 time period. Landau has included analytical costs for 12 quarters of PFAS sampling and eight quarters of 6PPD-quinone sampling. The analytical and field-measured/observed parameters are:

- 2024 parameters to be sampled, measured, or observed on a quarterly basis include copper, zinc, turbidity, pH, and oil sheen. PFAS will be analyzed if required by Ecology.
- 2025 and 2026 parameters to be sampled, measured, or observed on a quarterly basis include copper, zinc, turbidity, pH, and oil sheen. PFAS and/or 6PPD-quinone will be analyzed if required by Ecology.

Landau plans to submit copper and zinc samples to Analytical Laboratory Services (ALS) in Everett. The current 2023 price schedule for ALS is included in Attachment 1. Ecology is currently working with laboratories to establish consistent PFAS and 6PPD-quinone analytical methods and therefore costs for these analyses may change. However, Landau has included costs for Eurofins in Sacramento, California (Eurofins) to conduct both the PFAS and 6PPD-quinone analysis. The estimated analytical cost for Eurofins is included in Attachment 1. It is important to note that the current laboratory costs are likely to change over the course of the next 2 years and Landau has no control over what the price schedule will be in the future. Invoices that Landau receives from the laboratories will be included as backup information in our invoices to Snohomish County.

Sampling data collected will be recorded on sampling field forms and in a spreadsheet database. This information will be provided to the Airport each quarter along with the DMR to be filed with the Airport's SWPPP. This task includes periodically checking Ecology's stormwater database to see if it is accurately recording data received from the Airport.

Annual Report Preparation

The ISGP requires permittees to prepare and submit an annual report to Ecology no later than May 15 of the year following each corresponding sampling and inspection year using a form provided by Ecology. The purpose of the report is to document the status of corrective actions taken or started during the previous calendar year. This task includes data quality review, tabulation of results, and preparation of the 2024, 2025, and 2026 annual reports. It is assumed that the annual report will be prepared online by Landau and submitted by the Airport using Ecology's Water Quality Web database.

Monthly Inspections

The ISGP requires that the Airport conduct at least one visual stormwater inspection (as described below) each month. Landau has included costs to conduct 24 monthly visual stormwater inspections from January 1, 2024 through December 31, 2026; when feasible, inspections will be conducted at the same time that the quarterly sampling is conducted. Each inspection will include the required inspection components from Section S7 (A and B) of the ISGP, as summarized below.

- Observations for the presence of floating materials, visible oil sheen, discoloration, turbidity, odor, or illicit discharges at designated sampling locations (BGC and LSS) and at other areas where stormwater associated with industrial activity is discharged off site (Japanese Gulch, Lake Stickney-North, Smuggler's Gulch, and Swamp Creek Pond).
- A verification that the descriptions of potential pollutant sources described in the SWPPP are accurate and up to date.
- A verification that the site map in the SWPPP reflects current conditions.
- Inspection of equipment and vehicles for leaking fluids such as oil, antifreeze, etc.
- An assessment of BMPs that have been implemented, effectiveness of BMPs inspected, whether BMP maintenance is needed, and locations where additional or different BMPs are needed. BMPs to be inspected include those in the raw material storage area, oil recycling areas, small aircraft washing areas, downspout media filter area, and the maintenance area (which includes the vehicle wash area).

Inspection information will be recorded on a monthly inspection form, which will be provided to the Airport to be kept within the Airport's SWPPP. Please note that Landau's services do not include conducting the inspections for stormwater management facilities associated with the Municipal Permit. Activities related to the Municipal Permit are described in a separate section.

Downspout Treatment Unit Sampling

DTU sampling and analysis is anticipated to occur on an annual basis to evaluate treatment media effectiveness and to provide recommendations to the Airport when the treatment media need to be changed out. Landau plans to collect influent and effluent samples from each of the four downspout media filters located at the East Condo Hangars during the fourth quarter of each calendar year. If practicable, Landau will prioritize DTU sampling to be conducted during the same mobilization as the quarterly stormwater sampling. These data will be managed and reported separately from the Permit-required sampling data.

Waste characterization sampling of the spent treatment media is anticipated to be required by the disposal facility. Landau has included budget to collect one sample from each of the four DTUs and have it analyzed at ALS. The influent and effluent samples will also be submitted for analysis to ALS.

Stormwater Pollution Prevention Plan Updates

The SWPPP will be updated/modified, as needed, in accordance with the ISGP to address the following items:

- Document Level One corrective action responses
- Implement new BMPs on County-owned and -operated areas of the Airport (i.e., not on tenant-leased areas)
- Document changes to the existing SWPPP facility assessment and site map
- Revise the SWPPP to incorporate changes to renewed ISGPs issued by Ecology on a 5-year basis.

Revisions to the SWPPP to incorporate changes to the Permit are anticipated during this contract period because the current permit expires on December 31, 2024. In addition to assisting the Airport with the pending SWPPP updates, Landau has included budget for evaluating monitoring results as they are received and recommending modifications to existing operational BMPs or adding new operational BMPs. For example, an evaluation of measures that may be taken to address the occasional exceedance of zinc or other benchmarks in accordance with Level One corrective actions may be needed.

Based on historical data from the Airport and the ISGP provision to allow for averaging of sample results within a quarter, it is not anticipated that more involved corrective actions (Level Two or Level Three) would be required. However, if Level Two or Level Three corrective actions are triggered, assistance with the structural or treatment BMPs, along with the corresponding SWPPP updates that would be required, are addressed in the Additional Compliance Assistance as Requested section below.

Annual Stormwater Training

Landau will assist the Airport with three annual training events in the fall of 2024, 2025, and 2026 that meet the intent of the Employee Training requirements detailed in Special Condition S3B5 of the ISGP. Each training event will be conducted in-person in an Airport-provided meeting space and each session will be approximately 45-minutes. In addition to the in-person training sessions, Landau will work with the Airport to develop the training content.

Municipal Permit Support

Landau will assist the Airport in implementing the requirements of the County's Phase I Municipal Stormwater Permit. Assistance may include working with Airport personnel in preparing for an audit of the County's Phase I Municipal Permit program, developing or enhancing the Airport's existing stormwater management facility operations and maintenance (O&M) inspection program, and mapping of stormwater systems at the Airport. Landau anticipates potential activities to involve one or more meetings at the Airport and/or at the County offices in Everett to review reports and compliance forms.

Meetings and Project Management

This task includes attendance at two project meetings to discuss technical and/or contract and program management issues. This task also includes conducting routine project and contract management activities such as staffing, invoice preparation, financial review, and client communications related to NPDES compliance Task 1.

Additional Compliance Assistance as Requested

Landau will provide general stormwater-related consulting and assistance for issues that arise while implementing stormwater requirements for the Airport. Based on Landau's past stormwater compliance experience at the Airport, some examples of this type of assistance include research and follow-up discussions with the Airport regarding the use of certain de-icing materials, maintenance vehicle wash rack recommendations, and secondary containment requirements for mobile fueling tanks.

Other activities that may be requested by the Airport (depending on stormwater sampling results) include Level Two and/or Level Three corrective actions, which would require additional structural and/or treatment BMPs to be implemented and the SWPPP updated accordingly. If a Level Three corrective action is needed, Landau would prepare a section in the SWPPP that documents the treatment BMPs chosen and would also provide a professional engineer (PE) stamp. Depending on the treatment BMPs chosen, Landau could also assist with BMP implementation.

A budget of **\$232,100** is recommended to complete the Stormwater Compliance activities under Task 1.

TASK 2: SALMON-SAFE COMPLIANCE SERVICES

Landau's scope of services covers compliance activities related to the Airport's Salmon-Safe Certification for the period that extends from January 1, 2024 to December 31, 2026. Landau's scope will support Conditions 2, 4, 7, 9, and 11 as outlined in the document "Report of the Science Team Regarding Salmon-Safe Certification of the Snohomish County Airport (Paine Field), Snohomish County, Washington," by Salmon-Safe (Salmon-Safe 2018). (Note that Condition 2 [SWPPP Updates] will be met through services provided under Task 1.) Landau assumes that the County will either self-perform or separately subcontract for portions of, or all of, Conditions 1, 3, 5, and 9.

Salmon-Safe compliance services for Condition 4 (Water Conservation Updates), Condition 7 (Soil Testing for Nutrient Management), Condition 9 (Maintenance Area Fuel Tanks Secondary Containment), and Condition 11 (Total Petroleum Hydrocarbon Analysis) will be managed under Task 2 and are described below.

Water Conservation Plan Updates

Activities required to meet Condition 4 are anticipated to include data collection, updates to existing data tables, and annual updates to the previously prepared Water Conservation Plan. The Water Conservation Plan (Landau 2020) was submitted to Salmon-Safe on July 24, 2020 and Condition 4 was marked complete by Salmon-Safe on July 28, 2020. Updates for 2022 and 2023 were completed by Landau with coordination and submittal by the Airport.

Landau will assist the Airport with the Water Conservation Plan updates annually for 2024, 2025, and 2026. The data collection will require coordinating with the Airport to obtain the previous water-year utility bills. The water usage data on the utility bills will be included in the annual plan updates. The plan will also be modified, as needed, to document changes to the irrigation areas as well as new water conservation practices that are implemented at the Airport.

Deliverables

Three draft and three final updated Water Conservation Plans are included in the estimated budget. Draft and final documents will be delivered in electronic format only (Microsoft Word and PDF).

Soil Testing for Nutrient Management

Condition 7 activities are anticipated to include ongoing collection and laboratory analysis of soil samples, updates to existing soil data tables and figures, and preparation of annual reports. Landau will conduct soil sample collection and coordinate directly with Soiltest Farm Consultants, Inc. laboratory to have the samples analyzed. Once Landau receives the laboratory testing results, we will update existing data tables and assist the Airport to identify recommendations for fertilizer application based on those testing results, and on input from technical experts not employed by fertilizer vendors (e.g., Washington State University County agricultural extension). The revised data tables will be incorporated into the annual soil testing reports.

Landau will prepare two annual soil testing reports, which the Airport will forward to Salmon-Safe for review. The reports will include a summary of that years' soil sampling data, as well as each year of data added to previous data such that it is presented in the form of a trend analysis. Landau assumes one round of soil testing per year, consisting of up to 10 soil samples and up to 2 field days for two staff members per sampling event. Landau has included the cost for the soil testing and the current price schedule for Soiltest Farm Consultants, Inc. is included in Attachment 1. Note that the price schedule is developed by the laboratory and is subject to change.

Deliverables

Three draft and three final updated soil testing reports (3 years of reporting) are included in the estimated budget. Draft and final documents will be delivered in electronic format only (Microsoft Word and PDF).

Maintenance Area Fuel Tanks Secondary Containment Assessment

Landau will support the Airport with the activities required to meet Condition 9, including ongoing assessment of the two aboveground storage tanks, one containing gasoline and the other containing diesel fuel, located in the vehicle maintenance area. An initial assessment was conducted by Landau and the results were provided in the Secondary Containment Assessment technical memorandum (Landau 2019), which was submitted to Salmon-Safe on November 27, 2019, and Condition 9 was marked as complete by Salmon-Safe on December 2, 2019. Landau will continue to provide assessments, as needed and requested by the Airport and has included budget to prepare one updated version of the Secondary Containment Assessment technical memorandum if the Airport modifies the existing secondary containment infrastructure.

Total Petroleum Hydrocarbon Analysis

To comply with Condition 11, quarterly stormwater samples will be collected at the two designated sampling locations (BGC and LSS) and analyzed for total petroleum hydrocarbons (TPH). For added efficiency and cost savings, Salmon-Safe TPH sampling will occur during the same mobilization and samples will be submitted to the same analytical laboratory (ALS) as the ISGP sampling under Task 1. Sampling data collected will be recorded on sampling field forms and in a spreadsheet database. This information will be provided to the Airport each quarter along with the DMR to be filed with the Airport's SWPPP.

Meetings and Project Management

This task includes attendance at two project meetings to discuss technical and/or contract and program management issues. This task also includes conducting routine project and contract management activities such as staffing, invoice preparation, financial review, and client communications related to Salmon-Safe Task 2 management.

A budget of **\$92,900** is recommended to complete the Salmon-Safe activities under Task 2.

Schedule B - Compensation

RECOMMENDED BUDGET

Landau’s recommended budget for completion of this scope of services is summarized in the table below. Anticipated laboratory analytical costs and Landau labor, mileage, and costs for equipment use and supplies are also included.

| Task | Recommended Budget | | |
|---|----------------------------|------------------|-------------------|
| | Landau Labor and Equipment | Analytical Costs | Task Totals |
| Task 1: NPDES Stormwater Compliance Services | \$ 201,300 | \$ 30,800 | \$ 232,100 |
| <i>Stormwater Sampling, Inspections, and Reporting</i> | \$ 101,000 | \$ 30,800 | \$ 131,800 |
| <i>SWPPP Updates</i> | \$ 28,300 | \$ 0 | \$ 28,300 |
| <i>Annual Stormwater Training</i> | \$ 17,500 | \$ 0 | \$ 17,500 |
| <i>Municipal Permit Support</i> | \$ 15,200 | \$ 0 | \$ 15,200 |
| <i>Meetings and Project Management</i> | \$ 14,300 | \$ 0 | \$ 14,300 |
| <i>Additional Compliance Assistance as Requested</i> | \$ 25,000 | \$ 0 | \$ 25,000 |
| Task 2: Salmon-Safe Compliance Services | \$ 86,900 | \$ 6,000 | \$ 92,900 |
| <i>Water Conservation Plan Updates</i> | \$ 19,500 | \$ 0 | \$ 19,500 |
| <i>Soil Testing for Nutrient Management</i> | \$ 30,000 | \$ 2,000 | \$ 32,000 |
| <i>Maintenance Area Fuel Tanks Secondary Containment Assessment</i> | \$ 15,600 | \$ 0 | \$ 15,600 |
| <i>Total Petroleum Hydrocarbon Analysis</i> | \$ 7,700 | \$ 4,000 | \$ 11,700 |
| <i>Meetings and Project Management</i> | \$ 14,100 | \$ 0 | \$ 14,100 |
| TOTALS | \$ 288,200 | \$ 36,800 | \$ 325,000 |

Landau labor will be billed on a time-and-expenses basis in accordance with the 2023 Compensation Schedule (Attachment 2). 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 subcontractor markup not to exceed ten percent (10%) will be applied to all analytical laboratory costs. Future compensation schedules to take effect in January 2025 and 2026 will be based on changes in the Western Urban Consumer Price Index (CPI) for the Seattle area and will be negotiated with the County in the fourth quarter of 2024 and 2025. Negotiated changes in the compensation schedules for 2025 and 2026 will not exceed the changes in the Seattle area CPI. Landau-owned field equipment and disposable supplies will be invoiced using Landau’s standard unit rates for 2023 (Attachment 2) through 2024. Future field equipment rates for 2025 and 2026 will be negotiated in conjunction with the fourth quarter 2024 and 2025 compensation schedule rates.



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).