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CONTACT PERSON: Susan Bator, LSP
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FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-6237984 / 600 375 010
TELEPHONE/FAX NUMBER: 781.603.2635
COUNTY DEPT: Snohomish County Paine Field Airport
DEPT. CONTACT PERSON: Andrew Rardin, Environmental Manager
TELEPHONE/FAX NUMBER: 425-388-5115
PROJECT: Former Fire Pit Agreed Order Services
AMOUNT: \$2,254,510.00
FUND SOURCE: 410-5216806301 (ACAPI27-20-6301)
CONTRACT DURATION: 12/1/2025 through 12/21/2029, 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 GEOENGINEERS, 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 services per the Department of Ecology Agreed Order. 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. 25-0504B, Agreed Order with Ecology, Per and Polyfluoroalkyl Substances Sites, 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 12/1/2025 (the “Effective Date”) and shall terminate on 12/31/2029, 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. PROVIDED, HOWEVER, that the County’s obligations after December 31, 2025 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. Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice 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 SnocoEpaybles@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 \$2,254,510.00 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 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. 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: Snohomish County Paine Field 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; Contractual Liability; Explosion, Collapse, Underground Damage.

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 Per Claim/Agg..

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. To the extent required by Federal law, 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 sub tier 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:

i. **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 D.

ii. **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.

iii. **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.

iv. **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.

v. **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.

vi. **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.

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:

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

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.

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 RFQ identified in Section 1. The RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFQ and the Contractor's response, the RFQ shall govern.

26. 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.

27. 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.

28. 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.

29. 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.

Schedule A
Scope of Services

October 6, 2025

Snohomish County Airports
9901 24th Place West, Suite A
Everett, Washington 98204

Attention: Andrew Rardin

Subject: Scope Fee and Estimate
GeoEngineers, Inc.: Former Fire Training Pit Agreed Order Implementation
Remedial Investigation, Feasibility Study, Draft Cleanup Action Plan
Paine Field/Snohomish County Airport
Everett, Washington
File No. 5530-019-00

Introduction and Project Understanding

This document presents the environmental scope of services to support implementation of the pending Agreed Order (AO) for the Paine Field Fire Training Pit PFAS Site (Site) at Paine Field/Snohomish County Airport (Paine Field/Airport) in Everett, Washington. The Site is identified by the Washington State Department of Ecology (Ecology) as Facility Site ID: 49626114; Cleanup Site ID: 16912 with a status listed as “awaiting cleanup.”

The scope of services described in this document is based on discussions with Andrew Rardin, the Airport Environmental and Land Development Manager, the Washington State Department of Ecology (Ecology), the available information regarding current soil, groundwater, and surface water conditions at Paine Field, and our experience with the investigation and cleanup of other airport and industrial facilities under the Ecology Model Toxics Control Act (MTCA) and its implementing regulations.

The costs presented in this scope of work represent recommended budgets based on the information available in the draft AO and other information available at the time of our proposal. The actual costs may be lower or higher based on the requirements of Ecology under the AO and other scopes of work developed in the future. Estimated budgets by task are presented in the attached Fee Estimate, Table 1.

Scope of Services

The tasks identified for this scope of services meet the requirements identified in Agreed Order DE 23771. If requirements by Ecology change due to field work sampling results and/or regulatory changes, funds

from the Interim Actions and/or Remedial Investigation Field Work contingency(ies) will be used. The scope of services is as follows:

TASK 1. REMEDIAL INVESTIGATION (RI)/FEASIBILITY STUDY (FS) WORK PLAN

This task will consist of identifying the objectives of the scope of services, including investigation details and project planning.

- **RI/FS Work Plan.** Prepare a draft MTCA-compliant AO RI/FS Work Plan (Work Plan) based on existing Site data. The draft Work Plan will be provided to Paine Field and Ecology in accordance with the AO for review and comment no later than 120 calendar days following the effective date of the AO and will include the following elements:
 - A PFAS-focused Sampling and Analysis Plan (SAP), a Quality Assurance Project Plan (QAPP), and a Site Health and Safety Plan (HASP).
 - A preliminary Conceptual Site Model (CSM), including a description of the geology, hydrogeology, contaminant source(s) and migration pathways, and potential receptors.
 - Screening levels/Preliminary Cleanup Levels (PCULs) to evaluate the RI data.
 - Planned RI and FS activities, including identification of existing data gaps to be addressed during the RI, the steps to complete the FS for the Site, and a proposed schedule to complete the RI/FS.
- **Final RI/FS Work Plan.** GeoEngineers will prepare final RI/FS Work Plan that incorporates Ecology comments. The Final RI/FS Work Plan will be submitted to Ecology within 45 days of receipt of Ecology comments and will be provided in hard copy and Adobe (.pdf) formats.

TASK 2. RI FIELD WORK AND RI REPORT

This task will consist of subsurface investigations, including the collection of soil, groundwater, surface water, and/or sediment/solids samples, as warranted, to complete an MTCA-compliant RI for the Site. RI field work will be completed within 365 calendar days following Ecology's approval of the final Work Plan, as outlined in the AO. The RI will address the data gaps and objectives outlined in the Work Plan, including the following:

- Delineating the extent of PFAS in soil, groundwater, and surface water at concentrations greater than available MTCA Cleanup Levels (herein referenced as the Preliminary Cleanup Levels; PCULs).
- Evaluating the presence of PFAS in stormwater utilities on Airport property that may be contributing sources of PFAS to surface water at the Site.

Field sampling procedures will follow Ecology Guidance, Sampling for PFAS Protocols (Ecology 2023). Laboratory reporting limits will be identified and presented in the QAPP as part of project planning. PFAS-free sampling equipment, decontamination water, and day-of checklists for field staff will be used during this work. GeoEngineers will subcontract directly with multiple vendors for the RI field work. We anticipate contracting with Holocene Drilling for drilling services, CNI Locates for utility locating, and Pace Analytical for laboratory analytical services.

For budget planning purposes, GeoEngineers, Inc. (GeoEngineers) is assuming the following field activities will be completed during the RI:

- **Two phases of hollow-stem auger drilling.** Drilling activities will include soil sampling and installation of up to eight new permanent groundwater monitoring wells at the locations identified in the Work Plan to address the identified Site data gaps.
 - Subcontracted utility locating will be completed at all boring locations prior to drilling. Drilling at off-property locations will include pre-drilling vacuum clearance of each boring to depths of approximately 7 feet below ground surface (bgs) to clear the location for potential underground utilities.
 - The first phase of drilling will include installation of monitoring wells at locations on Airport property and at locations off-property to the west of the Airport.
 - The second phase of drilling will include installation of additional monitoring wells at locations on Airport property and/or off-property west of the Airport. The locations of monitoring wells completed during the second phase of drilling will be identified based on the results of groundwater sampling completed following the first phase of monitoring well installations (described below).
 - Up to two soil samples will be collected from each boring and submitted for laboratory analysis of PFAS by EPA Method 1633 on a standard turnaround (typically 15 to 20 business days). We anticipate one soil sample will be collected from the upper 5 feet of each boring and one soil sample will be collected from a depth corresponding with the groundwater table observed during drilling.
 - The top of each monitoring well casing will be surveyed to the Site elevation datum following monitoring well construction.
- **Four quarterly RI groundwater sampling events.** We will collect groundwater samples from the newly installed monitoring wells and up to 16 existing monitoring wells (for a total of up to 24 groundwater samples). The first quarterly groundwater sampling event (Q1) will be completed in two phases.
 - The first phase of Q1 groundwater monitoring will include sampling of up to 16 existing monitoring wells plus the monitoring wells installed during the first phase of RI drilling.
 - The second phase of Q1 groundwater monitoring will only include sampling of monitoring wells installed during the second phase of RI drilling.
 - Following the initial two phases of the first quarterly groundwater sampling event, up to 24 select monitoring wells will be sampled during the second (Q2), third (Q3), and fourth (Q4) quarterly RI groundwater monitoring events.
 - The groundwater samples will be submitted for laboratory analysis of PFAS by EPA Method 1633 on a standard turnaround (typically 15 to 20 business days). Each groundwater sampling event is assumed to be completed over five days.
- **Collection of surface water and shallow soil samples.** Collect surface water and shallow (i.e., 0 to 0.5 feet) soil samples at select locations on and off Airport property. Shallow soil samples will be collected adjacent to the surface water sampling locations near the edge of the surface water using hand tools. The surface water and shallow soil samples will be submitted for laboratory analysis of PFAS by EPA Method 1633 on a standard turnaround (typically 15 to 20 business days).
- **Disposal of Investigation-Derived Waste (IDW).** IDW generated during drilling and sampling, both on and off Airport property, will be drummed and temporarily stored on Airport property at a location designated by Paine Field. Our services include waste profiling for disposal, including additional laboratory costs for analysis of selected soil/solids and water samples, as required, subcontracted transport of drummed IDW, and off-site disposal at a permitted landfill or treatment facility approved by Paine Field. The estimated costs for IDW disposal assume the waste will require disposal at a Subtitle C landfill. This subtask assumes one day of field activities to oversee removal of drummed waste.

- **Stormwater utility sampling.** Collect stormwater utility/catch basin solids and water samples at select locations and submit the samples for laboratory analysis of PFAS by EPA Method 1633 on a standard turnaround (typically 15 to 20 business days).

This task will also include preparation of the RI Report. We assume the RI and FS Reports will be separate documents to allow for finalization of the RI Report before completing the FS (described in Task 4). The RI reporting task will include the following:

- **RI Report.** GeoEngineers will prepare an Agency Review Draft RI Report and submit to Ecology within 180 calendar days following completion of the RI field work, in accordance with the AO. Paine Field and Ecology will receive the draft report text in Word (.docx) format, the tables, figures, and appendices will be provided in Adobe (.pdf) format. Following Paine Field and Ecology review, a Public Review Draft RI Report will be prepared within 45 calendar days following receipt of Ecology's final comments on the Agency Review Draft RI Report. Two paper copies and an Adobe (.pdf) version will be provided to Ecology.
- **Environmental Information Management (EIM) Database Data Submittal.** GeoEngineers will prepare EIM data files for the RI data and upload the files to the Ecology EIM database during preparation of the RI Report.
- **Final RI Report.** GeoEngineers will prepare a final RI report that incorporates public comments on the Public Review Draft RI Report. The Final RI Report will be submitted to Ecology within 45 days of receipt of Ecology comments and will be provided in hard copy and Adobe (.pdf) formats.

An RI contingency budget has been included in the Fee Estimate as Task 2a to account for additional unanticipated costs associated with the RI field work or additional RI tasks that may be requested by Ecology.

TASK 3. INTERIM ACTIONS

This task will consist of providing support to Paine Field if Ecology requires Interim Actions (IAs) for the Site prior to beginning the FS. The activities outlined in this task are considered the most likely IAs to be requested by Ecology and will be initiated as requested by Ecology and as authorized by Paine Field. We assume required IAs for the Site may consist of the following:

- Treatment of stormwater that discharges to Big Gulch Creek at the western end of the Airport property.
- Removal of potentially impacted sediment in the stormwater retention pond at the western end of the Airport property.
- Removal of potentially impacted sediment in stormwater utility lines and catch basins.
- Repair, slip lining, replacement or closure of stormwater conveyance structures such as conduits, vaults or catch basins.

The budget for this task is considered a placeholder estimate due to uncertainties regarding IAs that may be required by Ecology.

TASK 4. FS REPORT

This task will consist of preparation of the FS Report that meets the requirements of WAC 173-340-351. As described in the AO, Ecology may combine the public review comment period for the Draft FS and the Draft Cleanup Action Plan (described in Task 7). The FS reporting task will include the following:

- **FS Report.** GeoEngineers will prepare an Agency Review Draft FS Report for Paine Field and Ecology review within 90 calendar days following Ecology approval of the Public Comment Review RI Report. Paine Field and Ecology will receive the draft report text in Word (.docx) format. The tables, figures, and appendices will be provided in Adobe (.pdf) format. Following Paine Field and Ecology review, a Public Review Draft FS Report will be prepared within 45 days following receipt of Ecology's final comments on the Agency Review Draft FS Report. Two paper copies and an Adobe (.pdf) version will be provided to Ecology.
- **Final FS Report.** GeoEngineers will prepare Final FS Report that incorporates public comments on the Public Review Draft FS Report. The Final FS Report will be submitted to Ecology within 45 days following receipt of Ecology comments and will be provided in hard copy and Adobe (.pdf) formats.

TASK 5. STATE ENVIRONMENTAL POLICY ACT (SEPA) COMPLIANCE AND HAZARDOUS WASTE REPORTING

This task will consist of assistance with preparation of a SEPA checklist and completion of annual Hazardous Waste reporting required under the Resource Conservation and Recovery Act (RCRA) and supporting materials as required by Ecology. Additional SEPA compliance support may be required if Ecology requires Paine Field to complete an IA that involves construction activities.

TASK 6. PUBLIC PARTICIPATION

This task will consist of coordination and communication with Paine Field and Ecology related to public outreach, including attending meetings with Paine Field and Ecology and providing public outreach support. Anticipated activities to be completed under this task include assisting Ecology in preparation of a draft Public Participation Plan that complies with the provisions of WAC 173-340-600(9), attending public outreach meetings to support Ecology in presentation of the Public Review Draft RI and FS Reports, Draft Cleanup Action Plan, SEPA evaluations, and preparation of a Draft Responsiveness Summary that addresses public comments. Prepare two copies of the Final Responsiveness Summary in Word (.docx), Adobe (.pdf), and hardcopy versions after public comments are incorporated and submit them to Ecology for distribution.

TASK 7. PRELIMINARY DRAFT CLEANUP ACTION PLAN

This task will consist of preparation of a preliminary Draft Cleanup Action Plan that presents the selected final Cleanup Action for the Site and presents the cleanup standards and any other requirements to complete the selected Cleanup Action.

- **Agency Review Preliminary Draft Cleanup Action Plan (dCAP).** The Agency Review preliminary dCAP will be submitted for Ecology review within 90 calendar days following Ecology's approval of the Final FS Report. Paine Field and Ecology will receive the draft report text in Word (.docx) format. The tables,

figures, and appendices will be provided in Adobe (.pdf) format. Following Paine Field and Ecology review, a final version of the dCAP will be provided to Ecology and Paine Field electronically.

- **Public Review dCAP.** GeoEngineers will prepare a Public Review dCAP incorporating Ecology comments and submit the dCAP within 45 calendar days following receipt of Ecology's final comments on the Agency Review DCAP. Two paper copies and an Adobe (.pdf) version will be provided to Paine Field and Ecology.

TASK 8. PROGRESS REPORTS AND PROJECT MANAGEMENT

This task will consist of preparation and submittal of quarterly progress reports to Ecology on behalf of Paine Field, preparation of weekly email summaries during RI field work to keep Ecology informed on progress, participating in up to four meetings with Ecology to discuss project status and milestones, and responding to requests for information by Ecology outside the scope of other AO tasks. This task will also include project management and administrative duties, including project budget and scope set up, invoicing and budget tracking, tracking project expenditures, coordination with Paine Field, other administrative tasks, and assisting Paine Field in developing scope, cost, and schedule projections for planning purposes to support project funding.

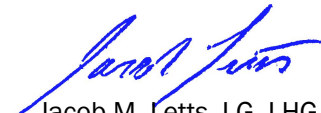
Terms, Fee Estimate and Schedule

We will work with the Paine Field project team to identify a schedule for planning and implementation of the RI/FS and dCAP that meets your needs. The schedule and level of effort for implementation of additional work to complete the site characterization and associated regulatory elements will be determined based on discussions with Paine Field and Ecology.

Our estimated fee for the scope of services outlined above is \$2,254,510, as detailed in the attached Table 1. GeoEngineers' labor will be billed on a time-and-expense basis in accordance with the attached 2025 Schedule of Charges, which will be in effect through 2026. A new compensation schedule will be negotiated with Paine Field for the first quarter of 2027 and will account for changes in the Western Urban Consumer Price Index (CPI) for the Seattle area. Renegotiation of the compensation schedule may be conducted on an annual basis as determined by changes to the CPI. GeoEngineers-owned field equipment and disposable supplies will be invoiced in accordance with the attached standard unit rates and may be renegotiated on an annual basis as determined by changes to the CPI.

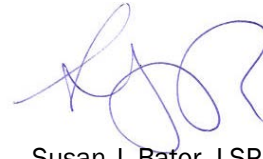
There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

Sincerely,
GeoEngineers, Inc.



Jacob M. Letts, LG, LHG
Project Manager

JML:SJB:Imm:ijm



Susan J. Bator, LSP
Principal

Attachments

Table 1. Cost Estimate

Schedule of Charges – Standard 2025

One electronic copy submitted

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Schedule B
Compensation

Table 1
GeoEngineers Fee Estimate
Former Fire Training Pit - Agreed Order Implementation - RI, FS and DCAP
Snohomish County Airport - Paine Field

Staff	Title/ Labor Rate	Task 1 - RI/FS Work Plan	Task 2 - RI Field Work and RI Report	Task 2a - RI Contingency Budget	Task 3 - Interim Actions	Task 4 - FS Report	Task 5 - SEPA Compliance/ Haz Waste Reporting	Task 6 - Public Participation	Task 7 - Preliminary DCAP	Task 8 - Progress Reports and PM	Total Staff Hours/Direct Salary Cost (DSC)	
Sue Bator	Principal	40.0	40.0	20.0	60.0	30.0	30.0	60.0	40.0	40.0	360.0	
	\$332.00	\$13,280.00	\$13,280.00	\$6,640.00	\$19,920.00	\$9,960.00	\$9,960.00	\$19,920.00	\$13,280.00	\$13,280.00	\$119,520	
Jacob Letts	Senior Engineer/Scientist 2	60.0	100.0	20.0	20.0	60.0	10.0	120.0	50.0	300.0	740.0	
	\$290.00	\$17,400.00	\$29,000.00	\$5,800.00	\$5,800.00	\$17,400.00	\$2,900.00	\$34,800.00	\$14,500.00	\$87,000.00	\$214,600	
Sydney Bronson	Senior Engineer/Scientist 1	20.0	20.0	0.0	60.0	100.0	40.0	20.0	50.0	0.0	310.0	
	\$265.00	\$5,300.00	\$5,300.00	\$0.00	\$15,900.00	\$26,500.00	\$10,600.00	\$5,300.00	\$13,250.00	\$0.00	\$82,150	
Katy Atakturk	Project Engineer/Scientist 2	200.0	220.0	40.0	60.0	100.0	100.0	60.0	60.0	0.0	840.0	
	\$236.00	\$47,200.00	\$51,920.00	\$9,440.00	\$14,160.00	\$23,600.00	\$23,600.00	\$14,160.00	\$14,160.00	\$0.00	\$198,240	
Meredith Bush	Staff Scientist 3	200.0	400.0	40.0	60.0	100.0	0.0	60.0	60.0	0.0	920.0	
	\$198.00	\$39,600.00	\$79,200.00	\$7,920.00	\$11,880.00	\$19,800.00	\$0.00	\$11,880.00	\$11,880.00	\$0.00	\$182,160	
Michael Ysaguirre	Staff Scientist 3	50.0	350.0	80.0	60.0	0.0	0.0	0.0	0.0	0.0	540.0	
	\$198.00	\$9,900.00	\$69,300.00	\$15,840.00	\$11,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$106,920	
Max-Henry Nelson	Staff Scientist 3	50.0	350.0	80.0	60.0	0.0	0.0	0.0	0.0	0.0	540.0	
	\$198.00	\$9,900.00	\$69,300.00	\$15,840.00	\$11,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$106,920	
Nicolette Peerman	Staff Scientist 2	120.0	100.0	0.0	0.0	50.0	0.0	0.0	60.0	0.0	330.0	
	\$174.00	\$20,880.00	\$17,400.00	\$0.00	\$0.00	\$8,700.00	\$0.00	\$0.00	\$10,440.00	\$0.00	\$57,420	
Ramsey McNabb	Staff Scientist 1	0.0	350.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	350.0	
	\$152.00	\$0.00	\$53,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,200	
TBD	CAD Technician	80.0	150.0	0.0	0.0	60.0	0.0	40.0	60.0	0.0	390.0	
	\$137.00	\$10,960.00	\$20,550.00	\$0.00	\$0.00	\$8,220.00	\$0.00	\$5,480.00	\$8,220.00	\$0.00	\$53,430	
Leslie Thom	Administrator 3	30.0	10.0	0.0	0.0	10.0	0.0	0.0	20.0	60.0	130.0	
	\$140.00	\$4,200.00	\$1,400.00	\$0.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$2,800.00	\$8,400.00	\$18,200	
Carly Hendricks	Administrator 2	30.0	30.0	0.0	0.0	30.0	40.0	30.0	30.0	100.0	290.0	
	\$124.00	\$3,720.00	\$3,720.00	\$0.00	\$0.00	\$3,720.00	\$4,960.00	\$3,720.00	\$3,720.00	\$12,400.00	\$35,960	
TOTAL HOURS BY TASK:		860.0	1,750.0	280.0	320.0	440.0	180.0	370.0	380.0	500.0	5,390.0	
SUBTOTAL LABOR FOR TASKS:		\$182,340.00	\$360,370.00	\$61,480.00	\$91,420.00	\$119,300.00	\$52,020.00	\$95,260.00	\$92,250.00	\$121,080.00	\$1,175,520.00	
PROPOSED TOTAL LABOR FOR TASKS:		\$182,340.00	\$360,370.00	\$61,480.00	\$91,420.00	\$119,300.00	\$52,020.00	\$95,260.00	\$92,250.00	\$121,080.00	\$1,175,520.00	
REIMBURSABLES	UNIT	RATE	UNITS								Total Units and Cost	
TRAVEL												
Vehicle Mileage	Mile	\$0.700	0.0	7,000.0	1,000.0	2,000.0	0.0	500.0	1,000.0	0.0	500.0	12,000.0
			\$0.00	\$4,900.00	\$700.00	\$1,400.00	\$0.00	\$350.00	\$700.00	\$0.00	\$350.00	\$8,400.00
Vehicle Usage (per Day)	Day	\$60.00	0.0	24.0	10.0	12.0	0.0	0.0	0.0	0.0	46.0	
			\$0.00	\$1,440.00	\$600.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,760.00
FIELD EQUIPMENT												
Soil Field Screening Equipment	Day	\$15.00	0.0	30.0	10.0	0.0	0.0	0.0	0.0	0.0	40.0	
			\$0.00	\$450.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
Soil Sampling Kit	Day	\$15.00	0.0	30.0	0.0	0.0	0.0	0.0	0.0	0.0	30.0	
			\$0.00	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00
Groundwater/Surface Water Sampling Kit	Day	\$15.00	0.0	32.0	8.0	12.0	0.0	0.0	0.0	0.0	52.0	
			\$0.00	\$480.00	\$120.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780.00
PID	Day	\$100.00	0.0	30.0	0.0	0.0	0.0	0.0	0.0	0.0	30.0	
			\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
Vendors												
Analytical Laboratory	Lump Sum		\$0.00	\$100,000.00	\$35,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$155,000.00	
Private Locator			\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	
Driller			\$0.00	\$250,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280,000.00	
Investigation Derived Waste Disposal			\$0.00	\$15,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	
Sampling Equipment and Shipping Costs			\$0.00	\$15,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	
Surveying			\$0.00	\$15,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	
Interim Action Vendor - Stormwater Mitigation			\$0.00	\$0.00	\$0.00	\$550,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$550,000.00	
SUBTOTAL VENDORS:			\$0.00	\$403,000.00	\$90,000.00	\$570,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,063,000.00	
PROPOSED TOTAL REIMBURSABLES FOR TASKS:			\$0.00	\$413,720.00	\$91,570.00	\$572,300.00	\$0.00	\$350.00	\$700.00	\$350.00	\$1,078,990.00	
PROPOSED TOTAL FOR TASKS:			\$182,340.00	\$774,090.00	\$153,050.00	\$663,720.00	\$119,300.00	\$52,370.00	\$95,960.00	\$92,250.00	\$2,254,510.00	

Schedule of Charges - 2025

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	152/hour
Staff 1 Engineer	\$	160/hour
Staff 2 Scientist	\$	174/hour
Staff 2 Engineer	\$	182/hour
Staff 3 Scientist	\$	198/hour
Staff 3 Engineer	\$	206/hour
Project Scientist 1	\$	229/hour
Project Engineer 1	\$	237/hour
Project Scientist 2	\$	236/hour
Project Engineer 2	\$	244/hour
Senior Engineer/Scientist 1	\$	265/hour
Senior Engineer/Scientist 2	\$	290/hour
Associate	\$	304/hour
Principal	\$	332/hour
Senior Principal	\$	354/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	105/hour
Administrator 2	\$	124/hour
Administrator 3	\$	140/hour
CAD Technician	\$	137/hour
CAD Designer	\$	160/hour
Senior CAD Designer	\$	186/hour
GIS Analyst	\$	172/hour
Senior GIS Analyst	\$	187/hour
GIS Coordinator	\$	208/hour
*Technician	\$	120/hour
*Senior Technician	\$	145/hour
*Lead Technician	\$	155/hour
Geotechnical Construction Specialist	\$	203/hour
Environmental Database Manager	\$	235/hour
Health and Safety Specialist	\$	152/hour
Health and Safety Manager	\$	208/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to labor and subcontractor costs for night and weekend work.

EQUIPMENT		
Air Quality Equipment, per Day	\$	210.00
Air Sparging Field Test, per Day	\$	110.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per Day	\$	110.00
Asbestos Sample Kit, Each	\$	30.00
Blastmate, per Day	\$	120.00
D&M Sampler, per Day	\$	150.00
DO (Dissolved Oxygen) Kit, Each	\$	25.00
Dynamic Cone Penetrometer, per Day	\$	45.00
E-Tape (Electric Tape), per Day	\$	35.00
Electric Density Gauge, per Day	\$	110.00
Electric Density Gauge, per Week	\$	430.00
Electric Density Gauge, per Month	\$	1,400.00
Environmental Exploration Equipment, per Day	\$	225.00
Field Data Acquisition Equipment (Field Tablet), per Day	\$	55.00
Field Tablet, per Week	\$	200.00
Field Tablet, per Month	\$	750.00
Field Tablet with Cellular, per Day	\$	75.00
Field Tablet with Cellular, per Week	\$	300.00
Field Tablet with Cellular, per Month	\$	1,000.00
Field Gear / Reconnaissance, per Day	\$	55.00
Gas Detection Meters, per Day	\$	105.00
Generator, per Day	\$	110.00
Groundwater Pressure Transducer w/ Datalogger, per Day	\$	55.00
Groundwater Pressure Transducer w/ Datalogger, per Week	\$	220.00
Hand Auger, per Day	\$	100.00
Inclinometer Probe, per Day, 1 Day minimum	\$	210.00
Interface Probe, per Day	\$	65.00
Iron Test Kit, Each	\$	25.00
Laser Level, per Day	\$	60.00
Low Flow Groundwater Sampling Equipment, per Day	\$	235.00
Multiparameter Water Quality Meter, per Day	\$	85.00
Nuclear Density Gage, per Hour, 1/2 Day minimum	\$	15.00
Peristaltic Pump, per Day	\$	50.00
pH Probe,/Meter per Day	\$	20.00
PID, FID or OVA, per Day	\$	130.00
Rock/Slope Fall Protection/Rigging Equipment, per Day	\$	700.00
Saximeter, per Day	\$	60.00
Scuba Diving Gear, per Day/per Diver	\$	700.00
Shallow Soil Exploration Equipment, per Day	\$	60.00
Soil Field Screening Equipment, per Day	\$	20.00
Soil Sample Kit, Each	\$	20.00
Steam Flow Meter, per Day	\$	20.00
Strain Gauge Readout Equipment, per Day	\$	50.00
Surface Water Flow Meter, per Day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per Day	\$	50.00
Turbidity Meter, per Day	\$	50.00
Vehicle usage, per Mile, or \$30/half-day, whichever is greater	\$	IRS Rate

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES AND SUPPLIES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, miscellaneous supplies and rentals, surveying services, drilling services, construction services, and other subcontracted services related to this scope of work. Taxes, permits, or other fees required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

All rates are subject to change on an annual basis beginning in 2027 based on changes to the Consumer Price Index.

ADDENDUM D

Title VI List of Pertinent Nondiscrimination Acts and Authorities

To the extent required by Federal law, during the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).