

CONTRACT FOR SERVICES
Between Whatcom County and SoundEarth Strategies

SoundEarth Strategies, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 12,
Exhibit A (Scope of Work), pp. 13 to 24,
Exhibit B (Compensation), pp. 25 to 26,
Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1 day of December, 2023, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the completion of the project.

The general purpose or objective of this Agreement is to: provide remedial investigation/ feasibility study (RI/FS) and construction and permitting support services for the existing underground storage tanks (USTs) at the Whatcom County Central Shop facility, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ 138,737. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20 ____.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

CONTRACTOR:

SoundEarth Strategies

Clare Tochilin, Senior Geologist

CONTRACTOR INFORMATION:

SoundEarth Strategies
Clare Tochilin, Senior Geologist
1011 SW Klickitat Way, Suite 212
Seattle, WA 98134

206-436-5931
CTochilin@soundearthinc.com

WHATCOM COUNTY:
Recommended for Approval:

Public Works Director, Elizabeth Kosa Date

Approved as to form:

Christopher Quinn 11/15/23

Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked

each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation,

wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, 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 Contract 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 Contract 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.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

| | |
|-----------------------------------|--------------------------------|
| Property Damage | \$500,000.00, per occurrence |
| General Liability & bodily injury | \$1,000,000.00, per occurrence |
| Annual Aggregate | \$2,000,000.00 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Professional Liability

Professional Liability - \$1,000,000 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

3. Business Automobile Liability

| | |
|----------------|---------------------------|
| \$1,000,000.00 | Minimum, per occurrence |
| \$2,000,000.00 | Minimum, Annual Aggregate |

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such

insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all

attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services: :

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this

Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Brett Piepel
Assistant Superintendent
Whatcom County Public Works – Equipment Services
901 W Smith Rd.
Bellingham, WA 98226

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

SoundEarth Strategies
Clare Tochilin, Senior Geologist
1011 SW Klickitat Way, Suite 212
Seattle, WA 98134

Brett Piepel
Assistant Superintendent
Whatcom County Public Works – Equipment Services
901 W Smith Rd.
Bellingham, WA 98226
360-778-6400
BPiepel@co.whatcom.wa.us
MKoenen@co.whatcom.wa.us

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim:**
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. **Arbitration:**
Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 **Venue and Choice of Law:**
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 **Survival:**
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 **Entire Agreement:**
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)



SoundEarth Strategies, Inc.
1011 SW Klickitat Way, Suite 212
Seattle, Washington 98134

July 25, 2023

Mr. Brett Piepel
Whatcom County Public Works Department
Equipment Service Division
901 West Smith Road
Bellingham, Washington 98226

SUBJECT: WORK PLAN FOR SUPPLEMENTAL SUBSURFACE INVESTIGATION, RIFSCAP PREPARATION, AND REGULATORY SUPPORT
Whatcom County Central Shop Facility
901 West Smith Road, Bellingham, Washington
Proposal Number: PROP-230-30

Dear Mr. Piepel:

SoundEarth Strategies, Inc. (SoundEarth) appreciates the opportunity to provide this work plan to conduct additional subsurface investigation activities to complete the site characterization and prepare a Remedial Investigation, Feasibility Study, and Cleanup Action Plan (RIFSCAP) report for the Whatcom County (County) Central Shop Facility located at 901 West Smith Road in Bellingham, Washington (the Property; Figure 1). The Whatcom County Central Shop Facility is situated within an approximate 147-acre County complex that includes the Whatcom County Northwest Annex and Northwest Soccer Fields.

BACKGROUND

The Property consists of one tax parcel (Whatcom County Parcel Number 390234-416391-0000) that covers approximately 146.89 acres of land. The project area includes three fuel dispenser islands, one 5,000-gallon gasoline underground storage tank (UST), one 10,000-gallon gasoline UST, and one 20,000-gallon diesel UST located on the southeastern portion of the Property. Two aboveground storage tanks (ASTs) containing diesel fuel are located to the north of the fuel dispenser islands, immediately south of the Equipment Storage Building (ESB). The Property is surfaced with concrete and asphalt, with some gravel-surfaced areas, including in the vicinity of the USTs. The regional topography surrounding the Property slopes southwesterly toward Silver Creek. Property features are shown on Figure 2.

On January 18, 2006, a release of diesel fuel was detected during pressure testing of the existing fuel distribution piping and UST system. Cleanup activities were performed, including the excavation and off-site disposal of approximately 50 cubic yards of diesel-impacted soil from the southern fuel dispenser island (Figures 2 and 3). Confirmation soil samples were collected from the bottom and sidewalls of the excavation to demonstrate that contaminants of concern in soil were in compliance with Washington State Model Toxics Control Act (MTCA) cleanup levels. Bennett Engineering, LLC and Farallon Consulting, LLC prepared and submitted a Site Assessment Summary Report, dated March 3, 2006, to the Washington State Department of Ecology (Ecology) for review and comment. (The Site Assessment Summary Report was not available to SoundEarth for review.) Ecology issued an Early Notice Letter (Ecology Cleanup Site

ID #2779) dated November 1, 2007, stating that a groundwater investigation is required to complete the cleanup of the site (Ecology 2007).

In April 2008, four groundwater monitoring wells were installed in the project area. Monitoring well MW-1 was installed to the southeast of the ESB, upgradient of the fuel dispenser islands. Monitoring wells MW-2 through MW-4 were installed to the south and west (downgradient) of the fuel dispenser islands. The monitoring wells were installed to a depth of 15 feet below ground surface (bgs) and screened between 5 and 15 feet bgs. In general, soils encountered during well installation consisted of sandy gravel near the ground surface that graded to fine to medium sand with variable gravel and silt content to the maximum depth explored of 15 feet bgs.

During installation of the monitoring wells, select soil samples were submitted for chemical analysis of gasoline-, diesel-, and oil-range petroleum hydrocarbons (GRPH, DRPH, and ORPH, respectively), and benzene, toluene, ethylbenzene, and total xylenes (BTEX). ORPH and benzene were detected at concentrations of 2,846 and 0.050 milligrams per kilogram (mg/kg), respectively, both of which exceed applicable MTCA Method A cleanup levels, in the soil sample collected at a depth of 3.5 to 5.0 feet bgs from the boring associated with monitoring well MW-2. GRPH and benzene were detected at concentrations of 43.4 and 0.79 mg/kg, respectively, both of which exceed MTCA Method A cleanup levels, in the soil sample collected from the boring associated with monitoring well MW-3 at depths of 3.5 to 5.0 feet bgs. GRPH, DRPH, ORPH, and BTEX were not detected at concentrations above laboratory method reporting limits and/or MTCA Method A cleanup levels in the soil samples collected from the borings associated with monitoring wells MW-1 (at depths of 3.5 to 5.0 feet bgs) or MW-4 (at depths of 13.5 to 15.0 feet bgs).

In May 2008, quarterly groundwater monitoring was initiated; semiannual groundwater monitoring events have been performed at the Property since August 2009. GRPH and benzene have been detected at concentrations above MTCA Method A cleanup levels in groundwater samples collected from monitoring wells MW-2 and MW-3; in general, higher concentrations have been reported during the wet season (February monitoring events) compared to during the dry season (August monitoring events). GRPH, DRPH, ORPH, and BTEX have not been detected at concentrations above laboratory reporting limits and/or MTCA Method A cleanup levels in the groundwater samples collected from monitoring wells MW-1 or MW-4.

In May and June 2013, as a separate soil cleanup action, 416 tons of ORPH-contaminated soil was excavated from the gravel floor of the ESB (Figure 2) and disposed of off-site. In September 2013, the Final Independent Remedial Action Report and VCP Application (Cleanup Site ID #10325, VCP #NW2784) were submitted to Ecology. On December 11, 2013, Ecology issued a No Further Action determination for that cleanup project. (The No Further Action determination letter was not available to SoundEarth for review.) In the spring of 2014, the County installed a concrete slab floor in the ESB to mitigate the risk of future releases to soil and groundwater.

In or around February 2020, a gasoline release associated with the 5,000-gallon gasoline UST and related service piping and valves occurred. Following the release, GRPH, benzene, and ethylbenzene were detected at highest-reported concentrations of 5,900, 3,800, and 760 micrograms per liter, respectively, in groundwater samples collected from monitoring well MW-3. In March 2021, the County removed the 5,000-gallon gasoline UST, service piping, and valves from operation to control the source of gasoline contamination. Ecology assigned Cleanup Site ID #12308 to the gasoline release.

PROPOSED SCOPE OF WORK

The purpose of the proposed scope of work is to complete the characterization of the nature and extent of petroleum hydrocarbon impacts in soil and groundwater associated with the fuel dispenser islands and USTs on the Property and to prepare an RIFSCAP report for submittal to the Washington State Pollution Liability Insurance Agency (PLIA) with the objective of obtaining a No Further Action determination for the site. This scope of work is limited to the vicinity of the USTs and fuel dispenser islands and does not include investigation of potential impacts in the vicinity of the two diesel ASTs to the south of the ESB. The proposed scope of work is as follows:

Task 100, Site Visit and Scope of Work Development. This task includes conducting a site visit and developing the scope of work and associated cost estimate as presented in this work plan. The site visit was conducted by SoundEarth on June 13, 2023.

Task 200, Pre-Field Activities. This task includes preparation of an internal fieldwork plan to serve as a guide for field staff during the performance of fieldwork; preparation of a Site-Specific Health and Safety Plan; one-call utility notification(s); and coordination with subcontractors, internal staff, and County representatives.

Task 300, Push-Probe Investigation. This task includes a private utility locate and the advancement of up to eight soil borings using a push-probe drill rig to assess soil and groundwater conditions near the fueling dispenser islands and USTs. The proposed soil boring locations are shown on Figure 3; the exact location of the soil borings will be determined after the utility locates are completed. The soil borings will be advanced to an anticipated maximum depth of approximately 20 feet bgs or until refusal is encountered. Borings will be observed by a SoundEarth Licensed Geologist or Geologist-in-Training.

Soil samples will be collected from each boring at approximately 4- to 5-foot depth intervals. Soil samples will be field screened for signs of petroleum hydrocarbon impacts such as odors, sheen, and elevated photoionization detector readings. The actual number of samples submitted for laboratory analysis will depend on conditions encountered in the field. This task assumes analysis of up to 24 soil samples during this phase of investigation (three per boring). Samples will be analyzed for GRPH, DRPH, ORPH, and BTEX. Additionally, up to two soil samples will be analyzed for the petroleum additives included in Table 830-1, Required Testing for Petroleum Releases, of Section 900 of Chapter 173-340 of the Washington Administrative Code (WAC 173-340-900) and one soil sample will be analyzed for Resource Conservation and Recovery Act 8 metals for soil profiling purposes.

Reconnaissance groundwater samples will be collected from up to six soil borings to evaluate the extent of petroleum hydrocarbon impacts in groundwater and to assist in the selection of additional monitoring well locations. Reconnaissance groundwater samples will be analyzed for GRPH, DRPH, ORPH, and BTEX. Additionally, one sample will be analyzed for the petroleum additives included in Table 830-1 of WAC 173-340-900.

SoundEarth anticipates that the soil borings in this task can be completed during 1 day of fieldwork. However, if the extent of soil impacts is not fully delineated, a second day of drilling activities is included in this scope of work to advance additional soil borings, if necessary. Locations of additional borings will be determined based on field observations during the initial soil sampling. Costs for up to four additional

soil borings with laboratory analysis of up to three soil samples per boring and up to four additional reconnaissance groundwater samples are included in this task.

Task 400, Groundwater Monitoring Well Installation. This task includes a private utility locate, advancement of five hollow-stem auger borings, and completion of each boring as a groundwater monitoring well to further assess groundwater conditions at the Property. Monitoring well locations will be determined based on the results of the push-probe soil boring investigation completed under Task 300. Based on SoundEarth's review of existing monitoring well logs (MW-1 through MW-4), SoundEarth anticipates that the monitoring wells will be installed to a depth of approximately 15 to 20 feet bgs. Actual monitoring well depths and screen intervals will depend on groundwater conditions observed during drilling. Soil samples may be collected from the hollow-stem auger borings as needed based on field observations.

Each hollow-stem auger boring will be completed as a 2-inch-diameter groundwater monitoring well using Schedule 40 PVC with 0.010-inch slotted screens. The screened section will be installed with a select sand pack material. The upper non-screened portion of the well will be sealed with hydrated bentonite and concrete and completed at the surface with a steel flush-mount monument. After completion, each well will be developed by surging and purging to establish a better connection with the surrounding aquifer and to minimize turbidity in groundwater samples collected from the monitoring well.

Task 500, Groundwater Monitoring and Sampling. This task includes costs for one groundwater monitoring event during which the monitoring wells installed under Task 400 and existing monitoring wells MW-1 through MW-4 will be sampled (a total of nine monitoring wells). During groundwater sampling, the monitoring wells will be opened to allow fluid levels to equilibrate with atmospheric pressure for a minimum of 30 minutes before obtaining depth-to-groundwater measurements. Depth to groundwater will be measured relative to the top of well casing to an accuracy of 0.01 feet using an electronic water level meter.

Monitoring wells will be purged and sampled in accordance with the US Environmental Protection Agency's "Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures" dated April 1996 (Puls and Barcelona 1996). During purging, water quality will be monitored using a YSI water quality meter equipped with a flow-through cell. Water quality parameters, including temperature, pH, specific conductance, dissolved oxygen, oxidation-reduction potential, and turbidity will be monitored and recorded. Each well will be purged until either all six water quality parameters or the minimum subset parameters of pH, specific conductance, and turbidity or dissolved oxygen stabilize. Groundwater samples will be collected according to standard protocol and analyzed for GRPH, DRPH, ORPH, and BTEX. Additionally, up to two samples will also be analyzed for the petroleum additives included in Table 830-1 of WAC 173-340-900.

During the groundwater sampling event, the newly installed monitoring wells will be surveyed relative to a known elevation at the Property. SoundEarth will use a Trimble Precision Laser level and graduated survey rod to determine the vertical elevation of the monitoring well using standard elevation-level surveying techniques.

Task 600, RIFSCAP Report Preparation. Following completion of the sampling activities and receipt of final laboratory analytical results, SoundEarth will prepare an RIFSCAP report for submittal to PLIA. The RIFSCAP report will present the results of the investigations conducted at the Property by SoundEarth and

others and will meet the applicable MTCA requirements. Preparation of the RIFSCAP report includes the development of a conceptual site model, completion of a feasibility study, and selection and description of the cleanup action alternative. The RIFSCAP report will include:

- Site figures showing exploration locations, site features, and geologic cross sections
- Boring logs
- Laboratory analytical results
- Discussion of findings, including the conceptual site model
- Identification of applicable cleanup levels for contaminants of concern in soil and groundwater
- Assessment and identification of cleanup action alternatives and selection of a preferred cleanup action alternative
- Details and estimated costs of selected cleanup action alternative to address the contamination at the site

Task 700, Technical Assistance Program Application and Regulatory Support. This task includes the preparation and submittal of the Property's application to PLIA's Technical Assistance Program and request for an opinion from PLIA on the selected cleanup action alternative. This task also includes follow-up correspondence and meetings with PLIA that may be necessary based on the findings of its review. Regulatory fees associated with this regulatory program will be directly billed to the County and are not included in this estimate.

Task 800, Project Management, Client Communications, and Meetings. This task includes overall project management, including communications and meetings with County representatives, scheduling, budget tracking, and deliverable management.

PROJECT ASSUMPTIONS

SoundEarth has made the following assumptions:

- Site access will be available to SoundEarth and all SoundEarth subcontractors.
- Push-probe soil boring activities (Task 300) can be completed by one field staff member in 1 to 2 days, plus travel time to and from the site.
- Monitoring well installation activities can be completed by one field staff member in 2 days, plus travel time to and from the site.
- The groundwater monitoring event and well survey can be completed by two field staff members in 1 day, plus travel time to and from the site.
- It is expected that approximately ten 55-gallon drums of soil cuttings, decontamination water, and monitoring well development water will be generated during drilling, well development, and sampling activities. Considering the uncertainty regarding the chemical composition of the soil and water, disposal costs have not been included in the cost estimate. An estimate to profile and coordinate the removal of the drums can be provided upon receipt of the laboratory results. The Property owner (the generator) will sign all required shipping and waste disposal profiles.

This work plan is based on the review of available documents. If subsurface conditions are significantly different than anticipated, additional exploration may be required. Any additional effort will be communicated to the County, and no additional work will commence without written authorization from the County.

This work plan does not include the costs associated with remediation activities or the preparation of technical specifications and engineering drawings in support of securing project permits, contractor procurement, and construction oversight. These costs will be provided in a subsequent cost estimate to be prepared following completion of site characterization activities.

PROJECT SCHEDULE

SoundEarth assumes that all applicable areas of the Property will be accessible during the investigation. Push-probe soil borings will be completed within 2 days. Drilling and monitoring well installation activities will occur during a separate mobilization over the course of 2 days. Groundwater sampling will be conducted at least 48 hours following monitoring well installation and development. SoundEarth anticipates laboratory results for soil and groundwater samples will be available within 10 business days of completion of fieldwork. Following the field activities and receipt of final analytical results, SoundEarth anticipates that the RIFSCAP report preparation for internal review can be completed within 1 to 2 months.

SoundEarth shall proceed with such services in a diligent manner to completion or as otherwise directed by the County. SoundEarth will not be responsible for delays caused by factors beyond the consultant's control and that could not have been reasonably foreseen or prevented.

PROJECT ESTIMATED COST

The estimated SoundEarth and subcontractor work effort and fees to complete the above scope of work are presented in Table 1. The estimated total cost for the proposed scope of work is **\$138,737**, including a 10 percent contingency. Following approval of the scope of work and budget, SoundEarth will perform the work on a time and materials basis. The cost estimate includes all site visits, field efforts, travel time, equipment costs, meetings, and project management as outlined.

SoundEarth will contact the County for approval before conducting out-of-scope work and anticipates beginning the project immediately upon receipt of the County's written authorization to proceed. No work will be conducted without written authorization from the County.

TERMS AND CONDITIONS

If the County approves of the scope of work and associated costs, the scope of work shall be performed based on the terms and conditions to be provided by the County.

CLOSING

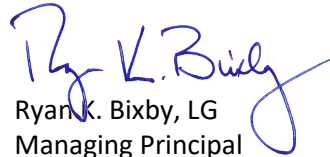
SoundEarth appreciates the opportunity to provide you with this work plan. If you have any questions, please call us at 206-306-1900.

Respectfully,

SoundEarth Strategies, Inc.



Clare Tochilin, LG
Senior Geologist



Ryan K. Bixby, LG
Managing Principal

Attachments: Figure 1, Property Location Map
Figure 2, Property Plan
Figure 3, Proposed Exploration Plan
Table 1, Supplemental Subsurface Investigation, RIFSCAP Preparation, and Regulatory Support Cost Estimate

CJT:kar

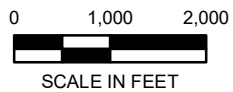
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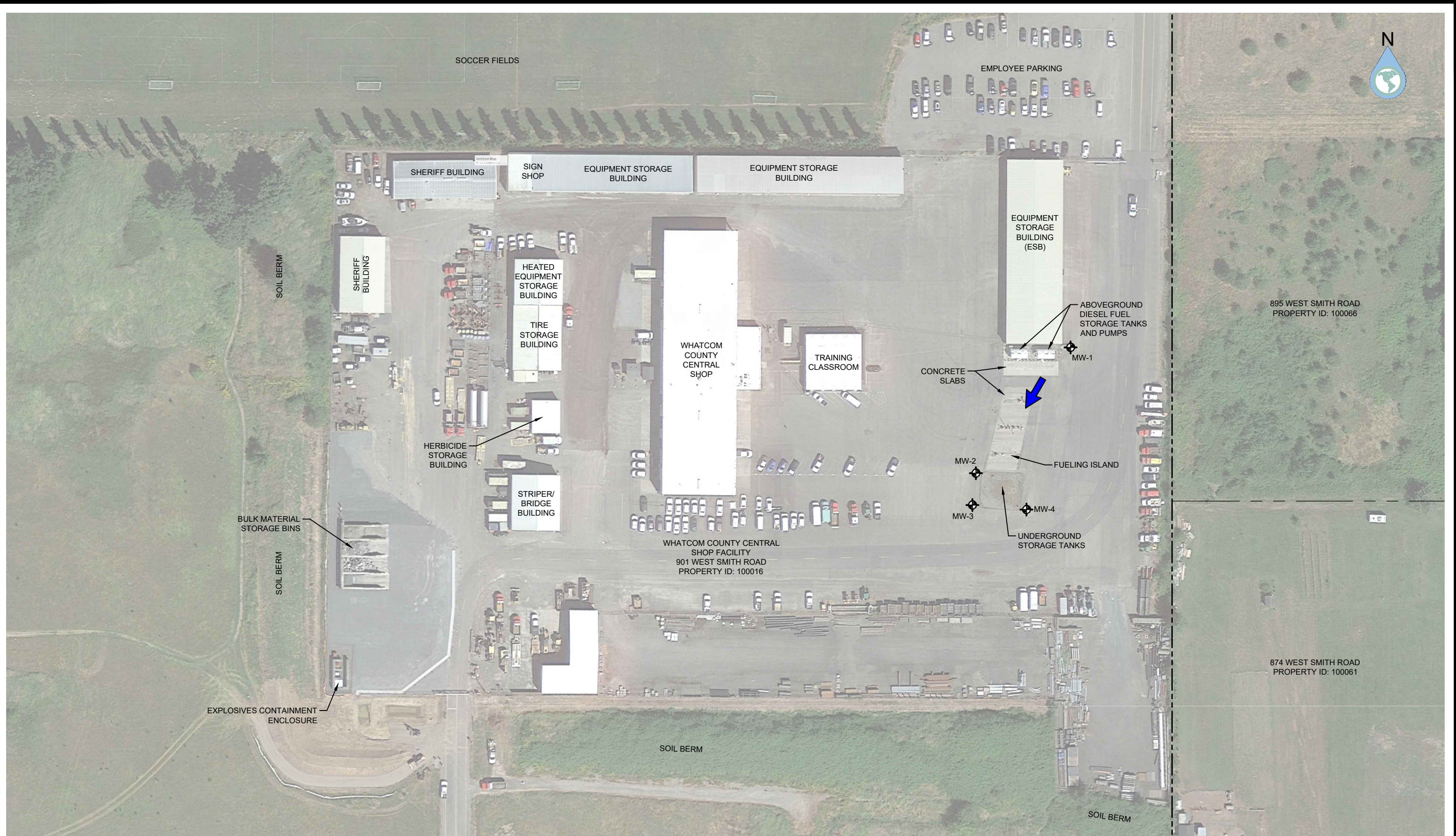
Bennett Engineering, LLC. 2013. *Independent Remedial Action Report, Soil Cleanup Project, Equipment Storage Building, Whatcom County Central Shops Facility*. Prepared for Whatcom County Public Works Department. September.

Puls, Robert W. and Michael J. Barcelona. 1996. "Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures." *Ground Water Issue*. US Environmental Protection Agency Publication No. EPA/540/S-95/504. April.

Washington State Department of Ecology. 2007. Letter regarding "Early Notice Letter Site #2779, Whatcom County Central Shop, 907 West Smith Road, Bellingham, WA." From Carrie Pederson. To Eric Schlehuber, Whatcom County Public Works Department. November 1.

FIGURES





LEGEND

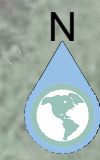
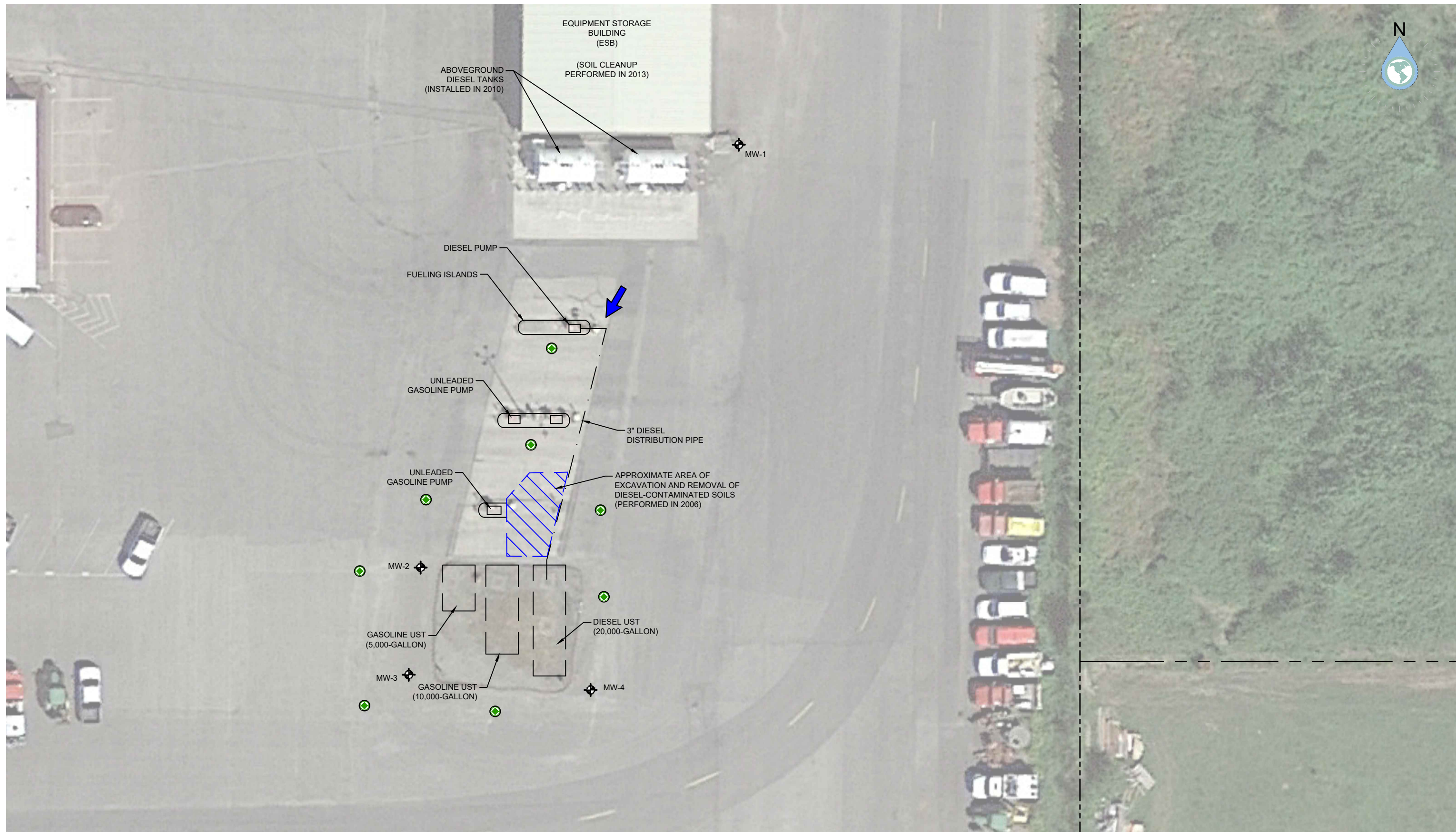
- PROPERTY BOUNDARY
- PARCEL BOUNDARY
- GROUNDWATER FLOW DIRECTION
- MONITORING WELL LOCATIONS (BENNETT ENGINEERING, LLC)



APPROXIMATE SCALE IN FEET

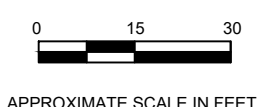
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| WWW.SOUNDEARTHINC.COM | WHATCOM COUNTY CENTRAL SHOP FACILITY 901 WEST SMITH ROAD BELLINGHAM, WASHINGTON SOUNDEARTH PROPOSAL #: PROP-230-30 | PROPERTY PLAN FIGURE 2 |
| | PROJECT MANAGER: _____ | P.MANAGER _____ |

C.DRAFTER



LEGEND

- PROPERTY BOUNDARY
- PARCEL BOUNDARY
- - - 3" DIESEL DISTRIBUTION PIPE
- UST
- UNDERGROUND STORAGE TANK
- ▨ APPROXIMATE AREA OF EXCAVATION AND REMOVAL OF DIESEL-CONTAMINATED SOILS (PERFORMED IN 2006)
- ➡ GROUNDWATER FLOW DIRECTION
- ⊕ MONITORING WELL LOCATIONS (BENNETT ENGINEERING, LLC)
- ⊕ PROPOSED DIRECT-PUSH BORING LOCATIONS




| | | |
|--|---|--|
|  WWW.SOUNDEARTHINC.COM | WHATCOM COUNTY CENTRAL SHOP FACILITY 901 WEST SMITH ROAD BELLINGHAM, WASHINGTON SOUNDEARTH PROPOSAL #: PROP-230-30 | PROPOSED EXPLORATION PLAN FIGURE 3 |
| | PROJECT MANAGER: L.FERNANDES | DRAWN BY: S.ALBERTS |

EXHIBIT "B"
(COMPENSATION)



Table 1
Supplemental Subsurface Investigation, RIFSCAP Preparation, and Regulatory Support Cost Estimate
Whatcom County Central Shops Facility
901 West Smith Road
Bellingham, Washington 98226
Proposal No.: PROP-230-30

| Task No. | Description | SoundEarth Labor Categories, Rates, and Hours | | | | | | | | SoundEarth Labor (Including 3% communications charge) | SoundEarth ODCs, Subcontractors, and Field Equipment | SoundEarth Laboratory Expenses | Task Total |
|--------------|---|---|--|---|---|---|--------------------------------|--|-------------------------------------|---|--|--------------------------------|------------|
| | | Managing Principal \$350 | Senior I Engineer/ Geologist/ Scientist \$250 | Senior II Engineer/ Geologist/ Scientist \$220 | Project I Engineer/ Geologist/ Scientist \$170 | Staff I Engineer/ Geologist/ Scientist \$155 | CAD/ GIS Specialist I \$140 | Senior Technical Writer/ Editor \$150 | Senior Project Coordinator \$145 | | | | |
| 100 | Site Visit and Scope of Work Development | 8 | 12 | 10 | - | - | 3 | 3 | - | \$ 9,136 | \$ 152 | \$ - | \$ 9,288 |
| 200 | Pre-Field Activities | 2 | - | 10 | - | 12 | - | - | - | \$ 4,903 | \$ - | \$ - | \$ 4,903 |
| 300 | Push-Probe Investigation | 1 | - | 2 | - | 36 | - | - | - | \$ 6,561 | \$ 12,701 | \$ 9,229 | \$ 28,491 |
| 400 | Groundwater Monitoring Well Installation | 1 | - | 2 | - | 36 | - | - | - | \$ 6,561 | \$ 20,176 | \$ 1,208 | \$ 27,944 |
| 500 | Groundwater Monitoring and Sampling | 1 | - | 2 | - | 28 | - | - | - | \$ 5,284 | \$ 1,082 | \$ 1,887 | \$ 8,252 |
| 600 | RIFSCAP Preparation | 8 | 40 | 24 | 20 | 20 | 16 | 16 | 4 | \$ 30,694 | \$ - | \$ - | \$ 30,694 |
| 700 | Technical Assistance Program Application and Regulatory Support | 4 | - | 8 | - | 4 | - | - | 2 | \$ 4,192 | \$ - | \$ - | \$ 4,192 |
| 800 | Project Management, Client Communications, and Meetings | 10 | 4 | 20 | 8 | - | - | - | 12 | \$ 12,360 | \$ - | \$ - | \$ 12,360 |
| | | | | | | | | | | | | Contingency 10% | \$ 12,612 |
| TOTAL | | | | | | | | | | \$ 79,691 | \$ 34,110 | \$ 12,324 | \$ 138,737 |

| Assumptions to Cost Estimate | |
|------------------------------|---|
| • | Task 100 includes a site visit and development of the scope of work and associated cost estimate. |
| • | Task 200 includes preparation of an internal fieldwork plan to serve as a guide for field staff during performance of fieldwork; preparation of a site-specific Health and Safety Plan; public utility notification for the direct-push investigation (Task 300) and monitoring well installations (Task 400); and planning and coordination with subcontractors, internal staff, and the County. Assumes that the County will mark proposed direct-push soil borings and monitoring well installation locations in support of one-call utility notifications. |
| • | Task 300 includes a private utility locate; advancement of eight direct-push soil borings for lithologic interpretation and collection of soil samples for field screening and potential chemical analysis; submittal of select soil samples to the laboratory for chemical analysis on a standard turnaround time (TAT); and submittal of reconnaissance groundwater samples to laboratory for chemical analysis on a standard TAT. Fieldwork will be completed by one staff member across up to 2 days. One additional day for soil borings is included in this estimate in the event the extent of soil impacts is not fully defined during the first day of drilling activities. Soil and groundwater samples will be submitted for chemical analysis of the following: - Gasoline-range petroleum hydrocarbons (GRPH) - Benzene, toluene, ethylbenzene, and toluene (BTEX) - Diesel-range petroleum hydrocarbons (DRPH) and oil-range petroleum hydrocarbons (ORPH) Select soil and groundwater samples will be submitted for chemical analysis of the following: - Naphthalene - Methyl tertiary-butyl ether (MTBE) - 1,2-dibromomethane (EDB) - 1,2-dichloroethane (EDC) - Lead - Resource Conservation Recovery Act 8 metals (one sample for soil profiling purposes) |
| • | Task 400 includes a private utility locate and installation and development of five groundwater monitoring wells to a depth of 20 feet below ground surface using hollow-stem auger drilling techniques. Fieldwork will be completed by one staff member across 2 days. Soil samples will be collected during monitoring well installations for laboratory chemical analysis on an as-needed basis depending on field observations. |
| • | Task 500 includes water level measurement and collection of groundwater samples from the five newly installed monitoring wells and four existing monitoring wells and submittal of groundwater samples to laboratory for chemical analysis of GRPH, DRPH, ORPH, and BTEX on a standard TAT. Select groundwater samples will be submitted for analysis of naphthalene, MTBE, EDB, EDC, and lead. |
| • | Task 600 includes the preparation of a Remedial Investigation, Feasibility Study, and Cleanup Action Plan report for submittal to the Washington State Pollution Liability Insurance Agency (PLIA). |
| • | Task 700 includes the preparation and submittal of the application to PLIA's Technical Assistance Program, along with meetings and correspondence with PLIA. Regulatory costs associated with these programs are not included in this estimate. |
| • | Task 800 includes overall management of the project/contract, client communication, budget tracking, and invoicing for 6 months (August 2023 to January 2024). |
| • | Costs for disposal of investigation-derived waste are not included in this scope of work. An estimate to profile and coordinate removal of investigation-derived waste can be provided upon receipt of laboratory results. |

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

This Endorsement is attached to and forms a part of Policy Number: W26671230501
Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the
"Underwriters"

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

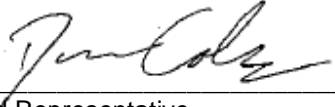
Beazley ENVIRO Insurance

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause
XXI. SUBROGATION is deleted in its entirety and replaced with the following:

XXI. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the
Insureds' rights of recovery therefore against any person or organization, and the **Insured** shall
execute and deliver instruments and papers and do whatever else is necessary to secure such
rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive
its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this
Policy, but only where indemnity or contractual obligation has been provided by the **Named
Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation
expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of
Liability, third to **Damages, Cleanup Costs and Claims Expenses** paid by the Underwriters, and
fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

This Endorsement is attached to and forms a part of Policy Number W26671230501
Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the
"Underwriters"

**AMEND INSURED TO INCLUDE OWNERS, LESSEES AND CONTRACTORS –
PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

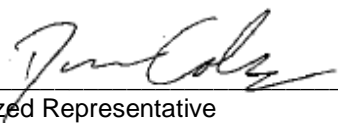
BeazleyOne ENVIRO INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III.
DEFINITIONS Q., "Insured" is amended to include the following person(s) or entity(ies):

solely with respect to Insuring Clause I.A.1. and/or I.A.2., the client for whom the **Named Insured**
performs or performed **Contracting Services** and/or with respect to the **Named Insured's Work**,
provided that a written contract or agreement is in effect between the **Named Insured** and the client
requiring the client to be an additional insured under the **Named Insured's** general liability and/or
contractors pollution liability policy. However, such clients are covered under Insuring Clause I.A.1.
and/or I.A.2. of this Policy solely with respect to **Damages** and **Claims Expenses** arising from
Contracting Services performed by or on behalf of the **Named Insured** and/or with respect to the
Named Insured's Work and are not covered for any **Damages** and **Claims Expenses** arising from the
client's own acts, errors or omissions or **Occurrences**. Clients of the **Named Insured** are covered under
Insuring Clause I.A.1. and/or I.A.2. of this Policy, subject to Clause IX., only up to and to the extent of the
Limits of Liability required by the written contract or agreement.

It is further understood and agreed that the coverage afforded by this Endorsement is primary and non-
contributory insurance with respect to liability for **Damages** and **Claims Expenses** for such person(s) or
entity(ies).

All other terms and conditions of this Policy remain unchanged.



Authorized Representative