



606 Columbia St. SW Suite 300
Olympia WA 98501

December 2, 2024

Contract Summary

Contract No: 2024-1030

Contract Name: Unit Priced Environmental Consulting Services – Cascade Pole Site

Consultant: Landau Associates, Inc.

Contract Manager: Don Bache

Executive Director Smith,

Attached you will find contract for 2024-1030.

This contract was made at the request of the Port Contract Manager and has been reviewed by the representative as well as myself to ensure that the scope of work encompasses what is needed to achieve the desired results.

This Contract is to retain the Consultant to provide environmental consulting services related to the environmental remediation of the Cascade Pole Site.

This Contract has a not-to-exceed amount of \$480,000.00 and an initial term ending December 31, 2028, per commission approval.

If you have any questions, comments, or concerns, please let me know and I will be happy to address them.

Sincerely,

Hannah Ellis
Contracts Specialist



**PERSONAL SERVICES CONTRACT
NO. 2024-1030
UNIT PRICED ENVIRONMENTAL CONSULTING SERVICES-CASCADE POLE SITE**

This Contract is made by and between the Port of Olympia, a Washington municipal corporation (hereafter referred to as the "Port") and Landau Associates, Inc., UBI 600 557 469, (hereafter referred to as the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party".

The Port desires to retain the Consultant to provide unit priced environmental consulting services for the Cascade Pole site project in Olympia, Washington (the "Services") which requires specialized skills and other support capabilities which the Port is not able to provide.

The Consultant has been deemed to possess the required skills and the necessary capabilities, including technical and professional expertise, to perform the Services set forth in this Contract. The Parties agree that this Contract is consistent with applicable statutory and Port policy requirements.

Recitals

- I. The Washington State Legislature provides authority for Ports to enter into Personal Services Contracts under Chapter 53.19, of the Revised Code of Washington (RCW);
- II. The Washington State Legislature has empowered Port districts to delegate administrative powers and duties as they deem proper for the efficient and proper management of the Port's operations (RCW 53.12.270);
- III. The Port's Commission has delegated administrative powers and duties, including the ability to contract for Personal Services Contracts, to the Executive Director of the Port through Resolution 2019-06.
- IV. Personal Services are defined under RCW 53.19.010 as services provided by a consultant which involve technical expertise to accomplish a specific study, project, task, or other work. These activities and products are mostly intellectual in nature.

The Parties agree as follows:

1. Scope of Services.
 - 1.1. The Consultant shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof (the "Services"), as detailed in Exhibit "A".



- 1.2. All Services shall be provided according to the care and skill ordinarily used by members of the Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality as the Services being performed.
- 1.3. For any unit priced contract, as identified in the title, work performed must be done through the issuance of a Task Order issued by the Port. Task Orders will have a defined Scope of Work accompanied by a not to exceed (NTE) amount for said Task Order. The compensation rates for work performed under any issued Task Order may not exceed the agreed upon rates incorporated into this Contract.

2. Term.

- 2.1. This Contract is effective upon execution by an Authorized Representative for the Consultant and the Executive Director of the Port. The Consultant shall begin and complete the provision of the Services, unless sooner terminated according to this Contract or Consultant has entered an unit priced Contract as provided in paragraph 1.3 herein, as follows:

Commencement Date:	January 01, 2025
Completion Date:	December 31, 2028

- 2.2. In the event that the mutual execution date is after the commencement date listed above, the Parties hereby agree that the Commencement date shall be used as the starting date for this Contract.

3. Compensation and Billing.

- 3.1. The Port shall pay the Consultant on a Time and Expense basis not-to-exceed four hundred eighty thousand dollars and zero cents (\$480,000.00) for the initial term of this Contract and paid according to the Rate Schedule shown in Exhibit "A".
 - 3.1.1 Expenses are defined as costs incurred by the Consultant, other than payroll costs, which are directly attributable to the performance of the Services and include mileage and related expenses, long-distance telephone, facsimile, postage and delivery, and other expenses incurred in the direct interest of the Services. Expenses shall also include technical or professional services obtained by the Consultant upon prior approval of the Port that are needed by the Consultant to complete the Services. Such costs shall be reimbursed by the Port to the Consultant at cost. Mileage shall be reimbursed at the IRS mileage rate in



effect at the time travel occurred. The Port will not reimburse Consultant for any costs determined in the Port's discretion to be unreasonable or unrelated to the services provided. Consultant should obtain pre-approval from the Port for any costs which are not typical for the services to be provided.

3.2. The Consultant agrees to hold the Rates associated with the Contract for the entirety of the initial term unless otherwise specified in the attached rate sheet. In the event that both Parties agree to extension the Consultant may request a revision of rates. The Port may request documentation of increased costs associated with the Services provided prior to approval of a revision in Consultant's rates.

3.3. No payment shall be made for any Service rendered by the Consultant except for Services identified in this Contract and directly related reasonable expenses as determined by the Port. The Consultant will transmit invoices to the Port no more often than once each month, for the Services and expenses pursuant to this Contract.

3.3.1. All invoices shall list the actual time (days and/or hours) and dates during which the Services were performed, with a description of work performed.

3.3.2. All invoices are to be sent electronically to Contracts@portolympia.com with the invoice noting the contract number in order to be deemed complete and ready for Processing.

4. Amendments/Modifications.

4.1. Any changes to this Contract, after execution, will be made through a mutually agreed upon Amendment(s) and executed by signature of the appropriate Authorized Representatives of each Party. Any and all amendments must not conflict with the Port's policies at time of execution, or any applicable statutory requirements. Consultant is responsible for compliance with any statutory requirements applicable for the work to Consultant's work or profession.

4.2. In the event that a single or combination of Amendments is issued that will increase the aggregate value of the Contract in excess of authority delegated to the Executive Director, the Port must seek approval of the Amendment with the Commission and make said Amendment at a public meeting. Consultant understands that this Contract is a public record under the Washington Public Records Act, RCW 42.56.

5. Information Requests.



The Consultant shall furnish to the Port within a reasonable time such statements, records, report, data, and information as the Port may request pertaining to the Services and the Project. Consultant will cooperate with the Port in conjunction with any audit performed by the Washington State Auditor's Office.

6. Independent Contractor Relationship.

6.1. The Parties intend that an independent contractor relationship will be created by this Contract. The Port is interested primarily in the results to be achieved by the Services. The implementation of Services will lie solely with the discretion of the Consultant. No agent, employee, servant or representative of the Consultant shall be deemed to be an employee, agent, servant or representative of the Port for any purpose, and the employees of the Consultant are not entitled to any of the benefits the Port provides for its employees.

6.1.1. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.

6.2. In the performance of the Services, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the Services; however, the results of the Services shall be approved by the Port and shall be subject to the Port's general rights of inspection and review to ensure the satisfactory performances of the Services

6.2.1. Notwithstanding, the Port may, at its sole discretion, require the Consultant to remove an employee(s), agent(s) or subcontractor(s) from providing the agreed upon Services.

7. Right to Inspection.

The Port reserves the right to, or have a third party at the Port's request, inspect, audit, or review the Services provided in this Contract at any time and determine the services performed were satisfactory prior to payment.

8. Hold Harmless/Indemnification.

8.1. Consultant shall defend, indemnify and hold the Port, its officers, officials, agents, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs, arising out of, in connection with, or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the Port. Should a court of competent jurisdiction determine that



this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Port, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

8.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

9. Insurance.

9.1. The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the Services by the Consultant, its agents, representatives, or employees.

9.2. Consultant shall obtain insurance of the types described below:

9.2.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

9.2.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate. The Port shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the Port.

9.2.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.



- 9.2.4. Additional insurance coverage as requested by the Port deemed necessary for the services to be performed such as, but not limited to, professional errors and omissions insurance.
 - 9.3. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
 - 9.3.1. The Consultant's insurance coverage shall be primary insurance with respect to the Port. Any insurance, self-insurance, or insurance pool coverage maintained by the Port shall be excess of the Consultant's insurance and shall not contribute with it.
 - 9.3.2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Port.
 - 9.4. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - 9.5. Consultant shall furnish the Port with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant deemed adequate in the Port's sole discretion before commencement of the Services.
10. Dispute Resolution. Any controversy or claim arising related to this Contract, or the breach thereof, shall be subject to dispute resolution as described:
 - 10.1. Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make a good faith effort within 10 business days from the time the dispute first became known to both Parties to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree.
 - 10.2. Failing resolution under paragraph 10.1 herein, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s), or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by Contract of both parties. If the Parties fail to agree on the appointment of a mediator or mediation service within 10 business days from the date of a mediation request initiated under this



paragraph, the dispute shall be mediated by the Washington Arbitration and Mediation Service (WAMS) in Seattle, with each Party to bear its own costs, attorney fees, and one half of the mediation fee.

- 10.3. The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the parties, the Consultant shall supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Contract. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation. Jurisdiction and venue shall be in the Thurston County, Washington Superior Court or the Federal District Court for the Western District of Washington, depending on the nature of the dispute. Washington State law shall be applied to any litigation that is brought that arises out of, is related to, or connected with, this Agreement.

11. Ownership of Property.

- 11.1. All property furnished by the Port for the use of the Consultant shall remain the property of the Port.
- 11.2. All documents, including drawings and specifications prepared by the Consultant pursuant to this Contract are the instruments of service with respect to the Services and shall be owned by the Port upon payment of the Consultant fee by the Port. The Consultant shall provide the Port with both the native file formats and reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the Consultant to be suitable for reuse by the Port or others on extensions of the services provided for the Services, or any other project. Any reuse without written verification or adaptation by the Consultant will be at the Port's sole risk and without liability or legal exposure to the Consultant, and the Port shall indemnify and hold the Consultant harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.

12. Compliance with Laws.

- 12.1. The Consultant, in the performance of this Contract, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Contract to assure quality of services.



- 12.2. Additionally, the consultant acknowledges and understands their responsibilities under WAC 415-02-325 in relation to 2008 early retirement factors and will inform the Port if there is a conflict.
- 12.3. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Contract, as well as any other tax or fee related to the Consultant's business.

13. Nondiscrimination.

- 13.1. In the performance of this Contract, Consultant will not discriminate, or allow discrimination, against any employee or applicant for employment on any of the following grounds: race, creed, color, national origin, 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, or any other discrimination prohibited by law or Executive Order.. Consultant shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 13.2. Additionally, Consultant will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, 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 guide dog or service animal by a person with a disability, or other discrimination prohibited by law or Executive Order.
- 13.3. If any assignment or subcontracting has been authorized by the Port, the assignment or subcontract shall include appropriate safeguards against discrimination meeting the requirements of this Contract.

14. Assignment/subcontracting.

- 14.1. The Consultant shall not assign its performance of the Services or any portion of this Contract without the Port's prior written consent of not less than thirty (30) days. The Port reserves the right to reject without cause any such assignment.
- 14.2. Any assignment shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.



- 14.3. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the Port.

15. Maintenance and Inspection of Records.

- 15.1. The Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review, or audit, by the Port, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.
- 15.2. The Consultant shall retain all books, records, documents and other material relevant to this Contract, for six (6) years after its expiration. The Consultant agrees that the Port or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. Termination.

- 16.1. Termination for Convenience. The Port may terminate this Contract, in whole or in part, at any time, by giving thirty (30) calendar days' written notice to the Consultant. Upon such termination for convenience, the Port shall pay the Consultant for all Services provided under this Contract through the date of termination, as well as any other Services specifically agreed to by the Parties in writing.
- 16.2. Termination for Cause. If the Consultant fails to perform in the manner called for in this Contract, or if the Consultant fails to comply with any other provisions of the Contract and fails to correct such failure or noncompliance within five (5) business days' written notice thereof, the Port may terminate this Contract for cause. Termination shall be effective by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default and the date of the termination. The Consultant will only be paid for Services performed in accordance with this Contract through the date of termination.

17. Notice.

- 17.1. All notices provided for in this Contract shall be sent by certified mail to the addresses designated below:



Port

Contracts Specialist
Port of Olympia
606 Columbia St. NW, STE 300
Olympia, WA 98501

Consultant

Chris Kimmel, LG
Landau Associates, Inc.
155 NE 100th Street, Suite 302
Seattle, WA 98125

- 17.2. In the event either Party needs to change the contact for notices, they shall provide in writing a new contact and the contacts information in writing to the other Party in a reasonable amount of time.

18. Attorney's Fees and Costs.

In any dispute arising from the terms or performance of this Contract, whether a lawsuit is commencing, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.

19. Jurisdiction and Venue.

- 19.1. This Contract has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by laws of the State of Washington, both as to interpretation and performance.
- 19.2. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington, or in the United States District Court for the Western District of Washington, depending on the nature of the dispute.

20. Severability.

If any portion of this Contract is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Contract.

21. Electronic Signature.

An electronic signature may be used with the same force and effect as a signature affixed by hand, subject to the limitations under state and federal law.



22. Entire Contract.

This Contract, including the Exhibit(s) attached, is the complete and exclusive expression of the Contract between the Parties and shall bind their successors and assigns. Any modification of this Contract shall be in writing and signed by both Parties. Failure to comply with any provision of this Contract shall constitute a material breach of contract and be cause for termination. The Parties recognize time is of the essence in the performance of this Contract. The forgiveness or waiver of the nonperformance of any provision of this Contract does not constitute a waiver of any subsequent nonperformance by a Party.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract on the day and year written below.

THE PORT OF OLYMPIA
606 Columbia St. NW, STE 300
Olympia, WA 98501

LANDAU ASSOCIATES, INC.
155 NE 100th Street, Suite 302
Seattle, WA 98125

Signed by:  12/2/2024
ED56C4DC1B074B0...

Alexandra Smith Date
Executive Director

Signed by:  12/4/2024
7BBA6D37898C400...

Scott Woerman Date
VP, Risk Management & Client Strategy



Exhibit A

November 7, 2024

Transmitted via email to: donb@portolympia.com

Port of Olympia
606 Columbia St NW, Ste 300
Olympia, Washington 98501

Attn: Don Bache

**Re: Proposed Scope of Services and Estimated Budget
Site Environmental Consulting
Cascade Pole Company Site
Olympia, Washington**

Dear Don:

Landau Associates, Inc. (Landau) is pleased to submit this proposed scope of services and estimated budget to the Port of Olympia (Port) to provide on-call environmental consulting services at the Cascade Pole Company Site (CPC Site) located at 1503 Marine Drive in Olympia, Washington. Remediation of the CPC Site is being conducted under the Washington State Department of Ecology (Ecology) Agreed Order No. DE 00TCPSR-753 and two subsequent amendments. The current on-call agreement between the Port and Landau (No. 2021-1003) expires on December 31, 2024. This proposal includes scope of work for the long-term groundwater compliance monitoring (LTGCM) program, and conversations with the Port on the proposed pending scope of work. This proposal includes a detailed scope and budget for tasks within the known scope of work, and a list of anticipated scope of work items; however, the cost estimate for the anticipated scope items will be developed with the Port in future task orders. Tasks included in this scope of services are as follows:

- Task 1: Long Term Groundwater Compliance Monitoring
- Task 2: Permit Renewal
- Task 3: Sediment Characterization Monitoring
- Task 4: Project Management and Administration

PROPOSED SCOPE OF SERVICES

To meet the Port's objectives for the CPC Site, Landau's proposed scope of work is detailed in the following tasks. Historically, Port task orders have been provided for the on-call contract in yearly intervals, therefore the below tasks and associated cost estimates are based on a 12-month cycle starting on January 1, 2025.

Task 1. Long-Term Groundwater Compliance Monitoring

LTGCM for hydraulic containment in the upland area of the CPC Site includes monthly groundwater elevation monitoring and semiannual groundwater quality monitoring in accordance with the Ecology Agreed Order and recent Ecology-approved modifications to the groundwater monitoring program. The 2007 Compliance Monitoring Plan (CMP) prepared by Landau for the Port outlines procedures for conducting the LTGCM.

On a monthly basis, Landau will collect synoptic water level measurements to allow for groundwater elevations to be calculated and compared to the Ecology hydraulic containment goals. The local tide elevation will be recorded at the time of the first and last synoptic water level measurement each month. These measurements, along with observations of well conditions, will be submitted to the Port and Ecology via email within 15 days of each event.

Semiannually, Landau will collect groundwater quality samples from perimeter wells screened inside and outside of the slurry wall, and from interior wells screened in the upper and lower aquifer. Samples will be collected using low-flow sampling procedures as described in the CMP. Groundwater samples will be submitted to Apex Laboratories in Tigard, Oregon, for the following analytical parameters: polycyclic aromatic hydrocarbons (PAHs) using U.S. Environmental Protection Agency (EPA) Method 8270E; carcinogenic PAHs (cPAHs) using US EPA Method 8270E with select ion monitoring (SIM); gasoline-range total petroleum hydrocarbons (TPH-G) using Method NWTPH-Gx; and diesel-range (TPH-D), oil-range TPH (TPH-O), and creosote-range total petroleum hydrocarbons using Method NWTPH Dx.

The wastewater generated during the purging of the monitoring wells will be discharged directly to the onsite groundwater treatment system.

Upon receipt of the laboratory reports for each monitoring event, Landau will conduct a data validation review of the analytical results and will enter the groundwater monitoring data and the sample analytical data into Ecology's Environmental Information Management (EIM) database.

Landau will evaluate any trends in contaminant concentrations over time and prepare a groundwater monitoring report that describes the field procedures and sampling results and presents the field data, tables, and plots of the sample analytical results over time. A draft version of each report will be submitted to the Port for review. After incorporating any comments, the final version of the report will be submitted to the Port and Ecology.

Task 2: Permit Renewal

The onsite groundwater treatment system discharges treated water into Inner Budd Inlet via the Lacey, Olympia, Tumwater, and Thurston County's (LOTT) Outfall 001 under a National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit. The current NPDES permit (No. WA0040533) expires on April 30, 2026 and the permit renewal application is due to Ecology on June 30, 2025. Landau will prepare the data required for the permit renewal application and negotiate with Ecology on an analytical testing program and management of potential additional emergent

contaminants for the permit. Landau's chemical engineer will prepare the permit renewal application and negotiate with Ecology on the Port's behalf.

Periodically, performance issues arise with the onsite groundwater treatment system, and Landau's chemical engineers are available to provide assistance to the Port, as needed.

Task 3: Sediment Characterization

The Ecology Agreed Order and amendments require sediment characterization sampling to be conducted in the Sediment Operable Unit of Inner Budd Inlet, directly adjacent to the upland portion of the CPC Site, every five years. The next sediment characterization event is scheduled to occur in 2027. Landau will coordinate with local vessels to allow for the collection of 14 subsurface sediment locations and the collection of five surface sediment grab samples. Samples and subsurface explorations will be conducted in accordance with the Ecology-approved sampling plan. Samples will be analyzed for: PAHs, dioxins, dibenzofurans, and total organic carbon. The raw data will include PAH and dibenzofuran data on a dry weight basis and the full list of dioxin congeners.

Upon receipt of the laboratory data, Landau will perform a data quality evaluation of the analytical results and upload them to Ecology's EIM database. Results will be compared to Ecology specified cleanup levels and previous sampling events results to evaluate trends. Data will be used to evaluate the protectiveness of the upland cap.

A summary report will be prepared for the Port review prior to finalization and submittal to Ecology.

Task 4: Project Management and Communication

This task includes communications with the Port; communications with Ecology; and project coordination. Two virtual meetings with Ecology are assumed in 2025 for this scope of work. Several anticipated items may develop during this contract period and the detailed scope of work and cost estimates will be provided in conjunction with development of task orders. Anticipated scope of work activities includes:

- Negotiations with Ecology on finalizing the Upland Cap
- Oversight of LOTT outfall and associated piping that run through the CPC Site
- Evaluations of Budd Inlet dredge sediment disposal locations at the CPC Site and/or shoreline
- Engineering upgrades to the groundwater treatment system.

ASSUMPTIONS

For the purposes of estimating costs, Landau made the following assumptions:

- The Port will provide task orders for the on-call scope of work for the anticipated activities for the contract period. Upon the development of the scope of work, Landau will prepare cost estimates for the Port's review.

- The Port will provide Landau with access to the CPC Site monitoring wells and will ensure that well locations are accessible.
- Fieldwork will be performed during standard business hours and will utilize staff from our nearest office (Tacoma, Washington).
- The cost estimate for laboratory analytical services includes a standard 2-week turnaround time. Analysis can be expedited for an additional fee. Laboratory costs are based on 2024 rates.
- The draft and final groundwater monitoring report will be submitted electronically in Adobe® PDF format.
- Two virtual meetings with Ecology are assumed in 2025.
- Annual approval of Landau updated Compensation Schedule will be approved by the Port prior to finalization of annual Port issued Task Orders.

ESTIMATED PROJECT SCHEDULE

Landau is prepared to commence work under this scope of services immediately upon receipt of written authorization to proceed. The first monthly groundwater elevation measurement event completed under this contract will be in January 2025, and semiannual groundwater monitoring events are anticipated to be in March and September 2025 with the annual report being prepared during the fourth quarter of 2025. The NPDES permit renewal application activities will start in February/March to allow for review and submittal of the data by June 2025. The 2027 sediment characterization sampling will be conducted during the wet season to allow for larger tides and better access to the sampling locations.

ESTIMATED BUDGET

The total estimated cost to conduct the proposed scope of work is \$213,800. A breakout of the estimated costs for each task is presented in Table 1. Landau's services will be provided on a time-and-expenses basis in accordance with the attached Compensation Schedule. Landau will work with the Port on finalization of the contract general conditions.

CLOSING

Landau appreciates the opportunity to submit this proposal to the Port, and we look forward to continuing working with you. If you have any questions, please contact Katie Gauglitz at 253.284.4889 or Christine Kimmel at 425.329.0254.

LANDAU ASSOCIATES, INC.



Katie Gauglitz, LG
Senior Geologist



Christine Kimmel, LG
Senior Associate Geologist

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Attachments: Table 1. Estimated Budget
2024 Compensation Schedule

Table 1
Estimated Budget
Cascade Pole Company Site

Billing Rate	Principal	Senior Associate	Senior	Senior Project	Project	GIS Analyst	Senior Staff	Staff/Sr Technician	Data Specialist	Project Coordinator	Support Staff	Total Hours	Equipment and Disposables	Laboratory Costs (includes 5%)	Total Costs
Task 1: Groundwater Monitoring Activities															
Monthly Water Level Collection and Tidal Monitoring			9		12		84	70				175	\$ 3,386		\$ 33,100
Semiannual Sampling Event		6	8		10		85	75				184	\$ 2,007	\$ 18,596	\$ 52,300
Annual Report and EIM submittal		8	10	16	20	8	6		8	8		84			\$ 16,400
Task 1 Total															\$ 101,800
Task 2: NPDES Renewal															
Permit submittal	20	10	10									40			\$ 11,000
Communications with Ecology	8											8			\$ 2,400
Task 2 Total															\$ 13,400
Task 3: Sediment Characterization															
Sediment Sampling		8	10		8		120	86				232	\$ 1,938	\$ 20,738	\$ 62,700
Report and EIM Submittal		12	26			8	42		8	8		104			\$ 20,100
Task 3 Total															\$ 82,800
Task 4: Project Management and Administration															
Ecology Communications, Meetings, and Invoicing	10	30	16								12	68			\$ 15,800
Task 4 Total															\$ 15,800
Total Hours	38	74	89	16	50	16	337	231	16	16	12	895			
Total Labor Cost	\$11,476	\$19,980	\$20,025	\$3,312	\$9,450	\$3,024	\$57,627	\$36,498	\$2,528	\$2,096	\$1,080	\$167,096			\$ 167,096
Estimate Total															\$ 213,800



COMPENSATION SCHEDULE–2024

Personnel Labor	Hourly Rate
Senior Principal	329
Principal	302
Senior Associate	270
Associate	248
Senior	225
Senior Project	207
Project	189
GIS Analyst / CAD Designer	189
Senior Staff	171
Staff / Senior Technician II	158
Data Specialist	158
CAD / GIS Technician	144
Project Coordinator	131
Assistant / Senior Technician I	117
Technician	104
Support Staff	90

Expert professional testimony or the preparation thereof for court, deposition, declaration, mediation, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

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

Subcontractor Services and Other Expenses

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

Invoices

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

Term

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