615 Sheridan Street
Port Townsend, WA 98368
www.JeffersonCountyPublicHealth.org
Consent Agenda

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: **Board of County Commissioners**
Mark McCauley, County Administrator

FROM: Pinky Mingo, Environmental Public Health Director
Tami Pokorny, Natural Resources Program Coordinator

DATE: December 16, 2024

SUBJECT: Agenda Item – Evren Northwest, Inc.: Chimacum Confluence Project Add'l Phase II Environmental Site Assessment and Groundwater Wells and Monitoring, Amendment 6; June 6, 2022 – December 31, 2025: additional $50,079.40 for a total of $104,715.70

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) requests approval of Amendment 6 to the Professional Services Agreement with Evren Northwest, Inc. (Evren) for the Chimacum Confluence Project Add'l Phase II Environmental Site Assessment, Groundwater Wells and Monitoring; June 6, 2022 – December 31, 2025; additional $50,079.40.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

In collaboration with JCPH and the WA Department of Ecology, Evren developed and completed a required work plan (Amendment 5) for the expansion of the Phase II Environmental Site Assessment (ESA) area, additional surface soil sampling, installation of three shallow groundwater monitoring wells, and quarterly water sampling and analysis for one year. Amendment 6 will complete the work described in the work plan, which complements previous site investigations for the Chimacum Confluence project on a portion of a parcel located at 890 Old Hadlock Road. Amendment 6 will also extend the period of performance in order to complete the first round of quarterly groundwater monitoring from the new wells. The budget allowed is increased not to exceed $104,715.70 without an express written modification of the Agreement signed by the County. This change represents an increase of $50,079.40 and a 12-month extension of the agreement with Evren.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

Funding to support the first round of water sampling and analysis (only) and other elements of the work plan is provided by Agreement No. TCPIPG-2123-JeCoPH-00039 with the Washington Department of Ecology. There is no match requirement. Funding to support three more rounds of water sampling and analyses is available from Foundation of Public Health.

RECOMMENDATION:

JCPH Management recommends BOCC signature for Amendment 6 of the Professional Services Agreement with Evren for the Chimacum Confluence Project Phase I and II ESAs; June 6, 2022 – December 31, 2025; additional $50,079.40 for a total of $104,715.70.

REVIEWED BY:

Mark McCauley, County Administrator

12/9/24
Date

Clear Form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Evren Northwest, Inc. Contract No: WQ-22-016-A6

Contract For: Chimacum Confluence Environmental Site Assessment Term: 6/6/2022 - 6/30/2025

COUNTY DEPARTMENT:	Environmental Health
Contact Person:	Tami Pokorny
Contact Phone:	X498
Contact email:	tpokorny@co.jefferson.wa.us

AMOUNT: Add'l $50,079.40 for a total of $104,715.70

Revenue:

Expenditure: $50,079.40

Matching Funds Required:

Sources(s) of Matching Funds

Fund # 128

Munis Org/Obj 12855310

PROCESS:

- [x] **Exempt from Bid Process**
- [ ] **Cooperative Purchase**
- [ ] **Competitive Sealed Bid**
- [ ] **Small Works Roster**
- [ ] **Vendor List Bid**
- [ ] **RFP or RFQ**
- [ ] **Other:**

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: [■] **N/A:** [ ] Signature Nov. 8, 2024 Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: [■] **N/A:** [ ] Signature Nov. 8, 2024 Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 11/15/2024.
Amendment adding additional funding.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 11/15/2024.
Standard amendment language. Amendment No. 6 for funding only. All prior amendments and original agreement attached.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Contract Amendment #6

Between

Evren Northwest, Inc.

And

Jefferson County Public Health

Chimacum Confluence Project

WHEREAS, Evren Northwest, Inc. (Subcontractor) and Jefferson County (County) entered into an agreement on June 6, 2022 for Professional Services. These services are to be provided by conducting Phase I and Phase II Environmental Site Assessments for approximately two acres of the property located at 890 Old Hadlock Road in Port Hadlock (APN 901 112 013); and

WHEREAS, on September 26, 2024, a work plan for additional site investigations was completed and approved by the Washington Department of Ecology; and

WHEREAS, the work plan includes an additional Phase II Environmental Site Assessment to fill a gap for the lowland portion of the property and additional soil sampling; and

WHEREAS, in order to determine the level of contamination of shallow groundwater on the site and the direction of flow, the installation of three shallow wells is necessary; and

WHEREAS, existing funding will provide for quarterly groundwater sampling and analysis for one year; and

WHEREAS, the parties desire to amend the terms of that agreement; therefore

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

1. The term of the above-referenced agreement is extended to December 31, 2025.

2. Work performed between September 1, 2024 and the execution of this amendment that is consistent with the provisions of the Agreement is hereby ratified.

3. Item 4a. of the Professional Services Agreement, "Payment", shall now read, "Payment for the work performed by Contractor shall be made as provided on Exhibit "B" attached to Amendment 6, provided that the total amount of payment to Contractor shall not exceed $104,715.70 without express written modification of the Agreement signed by the County." This change represents an additional increase of $50,079.40 over the original not to exceed amount of $54,636.30, to total $104,715.70.

4. The additional Scope of Work for this amendment is described in the work plan, attached as Exhibit "A".

5. All other terms and conditions of the agreement will remain the same.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

APPROVED AND ADOPTED this _____ day of _____, 2024.

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair

SEAL:

ATTEST:

_____
Carolyn Gallaway,
Clerk of the Board

Approved as to form only:

_____ for 11/15/2024
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

EVREN NORTHWEST, INC.

By: _____
Signature

Name: Victoria Bennett

Title: Principal Environmental Scientist

Date: 12/2/24

EXHIBIT A: Scope of Work

See "Work Plan Addendum: Additional Site Investigation" to follow.

:

Work Plan Addendum:
Additional Site Investigation

Chimacum Confluence

890 Old Hadlock Road
Port Hadlock, Washington

Facility/Site ID: 9412888
Cleanup Site ID No.: 1559

Prepared for:

Jefferson County Public Health
Attn: Tami Pokorny, Natural Resources Program Coordinator
615 Sheridan Street
Port Townsend, Washington 98368

Prepared by:

EVREN NORTHWEST INC.
environmental & natural resource consultants
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Project No. 1643-22001-03

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Work Plan Addendum:
Additional Focused Site Investigation

Chimacum Confluence
890 Old Hadlock Road
Port Hadlock, Washington

1.0 INTRODUCTION

At the request of Jefferson County Public Health (JCPH, client), EVREN Northwest, Inc. (ENW) has prepared this Work Plan Addendum to conduct additional environmental investigation of the above-referenced subject property (Figures 1 and 2; subject site). Ongoing investigations have been completed at the subject property in support of JCPH's acquisition of certain sub-parcels for a conservation easement (Chimacum Confluence Project). The proposed investigation activities in this work plan addendum are intended to fill data gaps from previous work and expand the environmental assessment onto additional land to be acquired by JCPH.

The subject property is listed on Washington Department of Ecology's (Ecology's) cleanup site database as Cleanup Site ID no. 1559 (*Anderson Property Old Hadlock Road*). The scope of work for this addendum was developed in discussions between JCPH, ENW, and Ecology. The proposed investigation in this work plan is designed to support state cleanup requirements of Ecology's Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 Washington Administrative Code (WAC).

2.0 BACKGROUND AND OBJECTIVES

ENW's recent Focused Phase II Environmental Site Assessment (ESA) focused on assessment of the original proposed 5.3-acre Chimacum Crossing property. This assessment found residual-range organics (RRO) along with lower concentrations of polynuclear aromatic hydrocarbons (PAHs), arsenic, total chromium and total lead in surface soil that exceeded Model Toxics Control Act (MTCA) cleanup levels (CULs). Elevated concentrations of arsenic, barium, cadmium, and lead were also found in reconnaissance ground water samples collected from the proposed acquisition site in exceedance of MTCA CULs. These site impacts are believed to be the result of historical releases from a car wrecking operation that has occupied the site since the 1970s.

In recent discussions with Ecology and JCPH, the following data gaps and/or proposed additional work were identified:

- The additional area to be acquired by JCPH, located adjacent to the original 5.3-acre plot, had the same historical land use, but was not investigated as part of ENW's Phase II ESA.
- During ENW's previous Phase II ESA, surface soil was assessed using Incremental Sampling Methodology (ISM) to assess for the presence or absence of hazardous substance for due diligence purposes. Only one of six decision units were sampled using discrete sampling methods. Ecology does not allow use of composite samples for comparison to cleanup levels under MTCA. Since JCPH is interested in pursuing regulatory closure, additional discrete soil

sampling is required for five of the six previous decision units and for the new parcel to be acquired.

- Due to the presence of total and dissolved metals in shallow ground water at the site, further assessment of shallow ground water flow direction and seasonal changes in dissolved constituent concentrations over time will be required for site characterization purposes.

3.0 Proposed Scope of Work

The following work is proposed to address the data gaps described above (Section 2.0). Proposed work elements include additional surface soil sampling in the additional site area, additional discrete surface soil sampling for characterization purposes, and ground water monitoring from permanent ground water monitoring wells.

3.1 Surface Soil Sampling, Additional Site Area

ENW proposes surface soil sampling to screen for shallow petroleum-related contaminants and total metals in soil in the newly expanded portion of the site in a manner consistent with how other portions of the site were assessed. To obtain comprehensive surface soil data, one additional decision unit will encompass the additional site area, shown as DU07 on Figure 3 and as described below.

- DU07 – surface soils from the additional site area located next to the southeast quadrant of the original area assessed in 2023.

Surface soil samples will be collected from DU07 using the ISM developed by the Interstate Technology & Regulatory Council (ITRC).[1]

The ISM soil sample will be initially screened for the presence of total petroleum hydrocarbons and analyzed for select total metals. If petroleum or elevated metals are detected, the appropriate follow up analysis will be requested to quantify petroleum ranges present, petroleum-related constituents, and leachable metals, consistent with investigation of the original parcel.

3.2 Discrete Grab Soil Sampling

To obtain surface soil data appropriate for comparison to MTCA cleanup levels, ENW proposes to collect three discrete soil samples from six of the seven decision units across the property, specifically DU01 through DU03, DU05 through DU07. Proposed locations within each decision unit will be randomly selected in the field; however, discrete sample locations may be field-adjusted to include areas more likely to be impacted based on observations and field screening.

Discrete soil samples will be collected as outlined in Section 4.3. In general, at least one shallow soil sample will be collected from each sample location at an approximate depth of 0.5-feet depth bgs. Shallow soil samples will be collected below any surface pavement structure such as asphalt and concrete and their associated subgrade aggregate, if present. Deeper soil samples may be collected if field-indications of soil impacts are suggested during surface soil sampling.

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[1] The Interstate Technology & Regulatory Council (ITRC). October 2020. Incremental Soil Sampling Methodology (ISM) Update.

3.3 Ground Water Monitoring Well Installation and Sampling

To assess shallow ground water conditions, ENW proposes to install three monitoring wells at locations selected to assess ground water flow direction and to target impacts to the first-encountered shallow ground water table. Ground water samples will be collected from the monitoring wells quarterly for one year. Samples will be analyzed for total and dissolved Priority Pollutant 13 (PP13) metals with provisions to expand the analytical schedule as needed to identify all constituents of Potential Concerns (COPCs) in ground water.

3.4 Report Preparation

The results of the work proposed above will be described in a report. At a minimum, the report will:

- Document investigative methods and procedures.
- Present pertinent information on maps, boring logs, and field sample data sheets.
- Present findings and conclusions of the field work;
- Include chain-of-custody records and analytical reports;
- Identify data gaps, if any.

During the course of this work, should results indicate a need for additional work, JCPH will be consulted regarding proposed actions.

4.0 METHODS AND PROCEDURES

All work will be performed by employees and subcontractors trained and licensed to work with hazardous materials. Prior to implementing this workplan addendum, written approval will be obtained from JCPH. At least 48 hours prior to the start of drilling activities, One-Call Utility Notification Service will be notified. In addition, a private underground utility locator will be contracted to map subsurface utilities and clear proposed boring locations. Safety procedures will be strictly enforced through the use of a Health and Safety Plan.

4.1 Geophysical Survey

A geophysical survey will be conducted in DU07 (additional site area to be acquired by JCPH) to screen for the presence of subsurface features of interest (e.g., underground storage tanks [USTs], septic tanks, cesspools) and to provide borehole clearance prior to surface soil sampling and monitoring well installation.

A general magnetic scan will be conducted across the entire site. Geophysical anomalies identified on the site will be marked using flags or paint and further investigated utilizing a succession of geophysical tools and physical means, as appropriate. Should subsurface features of interest be identified, additional investigation (e.g., sample collection) may be warranted. The location of geophysical anomalies will be recorded using hand-held global positioning system (GPS) equipment.

4.2 Incremental Sampling Method

ISM consists of collecting many small increments of soil (discrete soil increments) from a given DU and compositing them into one larger sample. The relatively large soil sample is thoroughly homogenized and subsampled in the laboratory. The resulting contaminant concentrations represent the average concentration for the entire DU. This sampling procedure will minimize effects of heterogeneity

(micro scale and short scale) in the soil to provide a more accurate representation of contaminant concentrations within each DU. Technology Regulatory Council[1] and State of Hawaii[2] guidance will be followed.

4.2.1 Increment Sampling Locations and Depths (Surface Soil)

The decision unit boundary of DU07 is illustrated in Figure 3. The decision unit will be divided equally into a grid pattern consisting of approximately 50 grids, where the soil incremental locations are evenly spaced, and form a regular pattern across, or within the profile of the target area. Decision unit DU07 will encompass the additional site area to the extent practicable.

Soil increments from decision unit DU07 will be collected between approximately 0 and 0.5 feet bgs. Increments will be of equal mass and will be collected from the approximate center node of each increment grid (grid-center systematic sampling), resulting in collection of 50 soil increments from each DU. Increment locations and depths will be distributed evenly within the decision unit to ensure that the entire decision unit population is equally represented in the final multi-increment sample (see Figure 3).

Soil increments will be sampled with a stainless-steel push probe and/or hand auger. Wood debris and gravel will be removed from each soil increment prior to combining in the laboratory-provided sample container.

The location of incremental sub-samples will be recorded using hand-held GPS equipment.

4.3 Discrete Soil Sampling

For additional soil characterization purposes, at least three (3) discrete soil samples will be collected from six of the seven decision units across the combined subject site, including five decision units from the previous Phase II investigation (DU01-DU03, DU05 and DU06) and the additional decision unit (DU07). Discrete sampling of DU04 was conducted previously, so no discrete samples are planned within DU04 at this time. However, additional discrete samples may be collected, if warranted, based on field observations.

Discrete surface soil samples will be collected from random locations, or any soil that appears impacted based on field indications (e.g., staining, odor, and/or elevated PID response). At decision unit DU06 (stockpiled soil), a discrete soil sample will be collected from soils present in the top, middle, and bottom portion of the soil stockpile per state guidance.[3]

Discrete samples will be submitted to the laboratory for laboratory analysis as presented in Section 4.5. The location of each discrete soil sample will be recorded using hand-held GPS equipment.

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[2] State of Hawaii Department of Health, July 2021. Characterization of Decision Units. https://health.hawaii.gov/heer/tgm/section-04/#4.2.5

[3] Washington Department of Ecology. *Guidance for Remediation of Petroleum Contaminated Sites.* Toxics Cleanup Program, Publication No. 10-09-057. Revised June 2016.

4.4 Ground Water Monitoring and Sampling

Ground water monitoring wells MW01 through MW03 are proposed at the locations illustrated on Figure 3. Proposed monitoring well locations, rationale, and construction are summarized on Table 4-1.

Monitoring well MW01 will be located in the additional area (within DU07), which represents the southeast quadrant of the combined area to be acquired by JCPH. Monitoring wells MW02 and MW03 will be placed on the original area assessed in 2023, within previous decision units DU04 (southwest quadrant) and DU01 (northwest quadrant), respectively.

For ground water assessment purposes, initial ground water samples from well MW01 will be analyzed for all constituents of interest (COIs), consistent with the sampling schedule applied to previous reconnaissance ground water samples during the 2023 Focused Phase II ESA. Subsequent samples are anticipated to be analyzed for COPCs, as appropriate.

Table 4-1. Proposed Monitoring Well Locations, Rationale, and Construction

Monitoring Well No.	Location	Rationale	Well Inside Dia. (inches)	Total Well Depth (feet)	Screened Interval (feet bgs)	Anticipated Analytical Scheduled
MW01	SE Quadrant (DU07)	Ground Water Characterization	2	10	Across shallow Water Table	**First Sample:** TPH PP13 Metals (total, dissolved) VOCs PAHs **Subsequent Samples:** Total and Dissolved PP13 Metals. Other COPCs as appropriate.
MW02	SW Quadrant (DU04)		2	10	Across shallow Water Table	Total and Dissolved PP13 Metals. Other COPCs as appropriate (if identified in MW01).
MW03	NE Quadrant (DU01)		2	10	Across shallow Water Table	Total and Dissolved PP13 Metals. Other COPCs as appropriate (if identified in MW01).

4.4.1 Drilling and Soil Assessment

Three (3) two (2)-inch inside diameter (ID) ground water monitoring wells will be constructed at the approximate locations illustrated on Figure 3 and described in Table 4-1. A call will be placed with One-Call Utility Notification Center prior to all subsurface field work.

The ground water monitoring wells will be constructed in approximately 10-foot-deep boreholes drilled with a 4-inch stainless-steel hand auger. All boring equipment will be decontaminated prior to use. A variance from Ecology will be requested to install these wells using a hand auger, and to screen them starting 2-feet bgs.

Soil cuttings will be collected continuously and examined for soil type and field evidence of impacts. Vapor headspace readings will be collected using a photoionization detector (PID) to screen for the presence of petroleum-related volatile organic constituents (VOCs). Soil lithology and screening results will be recorded by the on-site Washington-licensed geologist onto boring logs.

Soil samples will be collected from zones indicated to be impacted based on field screening results. Soil samples will not be collected if field screening does not identify impacts in the boring. Samples for possible laboratory analysis will be collected and immediately placed in cooled storage until they are delivered to F&BI of Seattle, Washington, following chain-of-custody protocol.

Soil will be described using appropriate geologic nomenclature and Unified Soil Classification System to the extent practical. Information such as percentage of gravel, sand, and fines; particle size range, shape, and angularity; will be estimated and recorded, as appropriate. In addition, the presence of odors, staining, or other apparent field evidence of impacts will be documented.

The location of the well borings will be recorded using hand-held GPS equipment.

4.4.2 Monitoring Well Construction

Monitoring wells will be constructed by a well driller licensed to construct monitoring wells in Washington. The wells will be constructed of 2-inch ID Schedule 40 polyvinyl chloride (PVC) blank casing and screened across the first-encountered shallow ground water table; however, the exact screening interval may be adjusted in the field by an ENW Geologist, based on lithologic observations during drilling (no shallower than 2-feet bgs, is approved by variance). A filter sand pack consisting of #10- 20 silica sand will be placed from the bottom of the borehole to at least one foot above the top of the well screen. The remainder of the borehole will be backfilled with bentonite chips and sealed at the surface with Portland Cement grout. The wells will be completed with above-ground monuments with protective bollards.

4.4.3 Well Survey

The top-of-monument and top of casing (TOC) of each well will be surveyed to the nearest 0.01 feet relative to mean sea level by a Washington Professional Surveyor.

4.4.4 Monitoring Well Development

Monitoring wells will be developed no sooner than 24 hours after installation. Prior to developing monitoring wells, the following characteristics will be noted:

- PID in head space immediately upon opening well.
- Recorded depth to water and well completion depth to the nearest 0.01 ft.
- Total depth of monitoring wells with sounding to check for accumulated sediments at bottom. Based on this information, the height of the water column and well volume in each well will be calculated to determine minimum purge volume.

The well will be developed using a vented surge block. At a minimum, at least six (6) well volumes will be purged during development of the well, and all purge water will be drummed onsite.

Development purge will be monitored following removal of each casing volume of water to determine if monitored parameters indicate development is complete.

- pH +/- 0.1
- Temperature +/-0.1 °C
- Conductivity +/- 3% µS/cm (microSiemens per centimeter)
- ORP (oxygen-reduction potential) +/- 10mV (millivolts)
- Turbidity +/- 10%
- DO (dissolved oxygen) +/- 0.3 mg/L (milligrams per liter)

Development data will be recorded on a Well Development Form, and will include purge volumes, time of beginning and termination of purging, and observations regarding color, turbidity, temperature, specific conductance, pH, ORP, DO, turbidity, or other factors that may be important in evaluation of water quality.

4.4.5 Monitoring Well Purging

Ground water samples will be collected from new monitoring wells MW01 through MW03 following their development. Prior to purging, depth to water and well completion depth will be measured using a water level indicator in all three (3) wells, after opening and allowing the wells to equilibrate with atmospheric pressure. The depth to water will be recorded to the nearest 0.01 foot in all wells on the sample collection form for ground water sampling.

The monitoring wells will be purged using dedicated polyethylene tubing and a peristaltic pump. During purging, water-quality indicator parameters (pH, temperature, specific conductance, ORP, and DO) will be monitored using a water quality parameter meter equipped with a flow-through cell and recorded on a field sampling data sheet.

Generally, the following protocol will be followed:

- Calculate the volume of water in the monitoring well or the volume of one casing and record on a Field Sampling Data Sheet (FSDS). For reference, the following formula is used to calculate the well volume:

  1 well volume (gallons) = πr2h x 7.48 gal/ ft3,

  where π = 3.14, r = radius of well casing in feet, and h = height of water column from the bottom of the well in feet.

- Slowly lower the tubing into the monitoring well until the intake end is centered in the screened portion of the monitoring well.
- Measure the water level and record on the FSDS.
- Connect the discharge line from the peristaltic pump to a flow-through cell.
- Direct the discharge line from the flow-through cell to a container to contain the purge water during the purging and sampling of the monitoring well.

- Initial pumping at a low flow rate (0.1 to 0.5 liters per minute [L/min]) and slowly increase the pumping rate. Check water level to ensure total drawdown is less than 10 cm (or 0.3 feet), otherwise lower the pumping rate.
- Measure the discharge rate of the pump with a graduated cylinder and a stopwatch. Record both depth to water and flow rate on FSDS every three (3) to five (5) minutes.
- Purge a minimum of one (1) tubing volume (including volume of water in pump and flow cell) prior to recording water-quality indicator parameters (dissolved oxygen, specific electrical conductance, pH, ORP and temperature). Note, ORP may not always be an appropriate stabilization parameter, and will depend on site-specific conditions. However, readings will be recorded as a double check for oxidizing conditions. The stabilization criterion is based on three successive readings of water quality field parameters, as referenced below:
    - pH +/- 0.1
    - Temperature +/-0.1 °C
    - Conductivity +/- 3% µS/cm
    - ORP +/- 10mV
    - Turbidity +/- 10%
    - DO +/- 10%

4.4.6 Monitoring Well Sampling

Ground water well sampling will begin immediately following purging, or as soon as enough water is available for sampling. Ground water samples will be collected using a decontaminated peristaltic pump with dedicated polyethylene tubing. To prevent degassing during sampling, the pumping rate will be adjusted to approximately 100 milliliters per minute (mL/min). Clean Nitrile gloves will be worn when collecting each sample.

Sample data will be recorded on the FSDS, including sample number and time collected, and the observed physical characteristics of the sample (e.g., color, visual turbidity, etc.) and other data that may be important in the evaluation of sample quality. The water sample will be discharged slowly and carefully into laboratory-supplied containers. Volatile organic analysis (VOA) containers will be filled to prevent aeration and so that no headspace remains. VOA sample containers will be checked for air bubbles by turning the bottle upside down, tapping it lightly to make air bubbles move to the bottom of the sample VOA. If air bubbles are observed in any of the VOAs, the container will be re-topped off with fresh sample (refilled, once only, or a new container used).

The samples will be labeled as follows:

- Sample Designation, or Identification
- Location
- Date and time of collection
- Medium

- Project number
- Name of sampler(s)
- Analysis required
- Preservation (if applicable).

Samples will be immediately placed in cooled storage until they are delivered to Friedman & Bruya, Inc. (F&BI) of Seattle, Washington. The samples will be analyzed according to the Analysis Plan shown in Table 4-2, below. Sample containers, preservatives, and holding times for each analytical method are provided on Table 4-3. Chain-of-custody protocols will be followed. All sampling will be conducted in accordance with the appropriate provisions of the project Health and Safety Plan (HASP).

4.5 Laboratory Preparation and Analyses

All laboratory subsampling and sample preparations will be conducted in accordance with ITRC protocols (air dried, sieved, subsampled, and composited). The ISM-compliant sub-sampling and compositing standard operating procedure prepared by Friedman & Bruya, Inc. (F&BI) of Seattle, Washington, is included as an Attachment.

All soil and reconnaissance ground water samples will be analyzed according to the Analysis Plan shown in Table 4-2, below. The laboratory will be requested to provide all gas chromatograms as part of the laboratory report and to archive all samples for up to one year. Sample containers, preservatives, and holding times for each analytical method are provided on Table 4-3.

Table 4-2. Proposed Analysis Plan

Analytical Method	Constituents	Soil	Ground Water
NWTPH-HCID	Total Petroleum Hydrocarbon Identification (HCID)	All	--
NWTPH-Gx	Total Petroleum Hydrocarbons (TPH) quantification – Gasoline-Range Organics (GRO)	Samples containing GRO by HCID	MW01 (initial round)
NWTPH-Dx	Total Petroleum Hydrocarbons (TPH) quantification – Diesel-Range Organics (DRO) and Residual (Oil)-Range Organics (RRO)	Samples containing DRO or RRO by HCID	MW01 (initial round)
Metals (EPA 6020B)	Priority Pollutant 13 (PP13) Metals (antimony, arsenic, beryllium, cadmium, chromium, copper, lead, mercury, nickel selenium, silver, thallium, zinc)	All	All
VOCs (EPA 5032\8260B)	Volatile organic constituents:	Samples with detection of petroleum hydrocarbons will be further analyzed for VOCs appropriate for the range of petroleum hydrocarbons detected, following MTCA guidance. Samples with field indications of VOC impacts (PID >20 ppmv)	MW01 (initial round)
PAHs (EPA 8270C SIM)	Carcinogenic Polynuclear Aromatic Hydrocarbons and naphthalenes • Benz(a)pyrene • Benz(a)anthracene • Benzo(b)fluoranthene • Benzo(k)fluoranthene • Chrysene • Dibenz[a,h]anthracene • Indeno[1,2,3-cd]pyrene • Naphthalene • 1- and 2-methylnaphthalene	Samples with detections of DRO and/or RRO	Select samples if DRO and/or RRO is detected.
PCBs (EPA 8082-SIM)	Polychlorinated biphenyls (PCBs) (as Aroclors)	Samples with detection of RRO	Samples with detection of RRO

EPA = U.S. Environmental Protection Agency

Table 4-3. Analytical Protocol

Analyte(s)	Analytical Method	Container and preservative	Holding time	Preservation
Soil:				
VOCs	EPA Methods 8260/8021/8010/5035A	**Fine-grained soil:** Laboratory pre-tared polyethylene syringes **Coarse-grained soil:** 4-oz Clear wide mouth glass, minimum headspace	1-day until frozen, 14-days until analysis	Ice/Methanol
GRO	NWTPH-Gx	8-oz Clear wide mouth glass, zero or minimum headspace; soil VOA bottles with Teflon coated septum lined tops.	14-days*	ice
DRO	NWTPH-Dx/Dx Ext.	8-oz Clear wide mouth glass, zero or minimum headspace	14-days*	ice
Total PP13 Metals	EPA Method 6020/200.8	4-oz Clear wide mouth glass, minimum headspace	14-days	Ice
VOCs	EPA Method 5035	Closed system purge and trap; pre-weighed 40mL VOA vile;	14-days*	Methanol (or suitable water-miscible organic solvent)
PAHs	EPA Method 8270	4-oz Clear wide mouth glass, minimum headspace	14-days	Ice
PCBs	EPA 8082 EPA 1668	2.5-oz (discrete) or 1-gallon (ISM) clear wide mouth glass	14-days	Ice
Ground Water:				
VOCs	EPA Method 8260	40-ml Teflon cap VOA containers, no headspace	14-days	Ice & HCl
GRO	NWTPH-Gx	40-ml Teflon cap VOA containers, no headspace	14-days	Ice & HCl
DRO[8]	NWTPH-Dx/Dx Ext.	1 Liter amber bottle	14-days	Ice & HCl
VOCs	EPA Method 8260C	3 x 40-mL VOA vial	14	Ice, HCl
PAHs	EPA Method 8270	1-L Amber glass bottle with Teflon-lined cap	14-days	Ice
Total PP13 Metals	EPA Method 6020/200.8	250 ml polyethylene bottles	30-days	Ice

4.6 Decontamination Procedures

Before collecting any sample, collection tools will be decontaminated by using a sequential wash of Alconox® solution, rinsed in tap water from a known source (e.g., municipal water), and subjected to a final rinse with distilled water. Wash and rinse liquids will be changed frequently during sampling activities, as appropriate. Wash and rinsate fluids will be collected, if possible, and appropriately disposed. Fresh nitrile gloves will be worn during any sample collection and when handling tools which are to be inserted into sampling areas. Solid waste generated during sampling activities (gloves, paper towels, etc.) will be appropriately disposed.

4.7 Equipment Calibration

Monitoring equipment used during sampling (e.g., photoionization detector [PID]) will be calibrated according to manufacturer's specifications at the beginning of each sample day. Meter calibration will be checked at least twice during a sample day (middle and end of day) or when meter drift is

suspected. The meters will be calibrated with gases or buffered solutions closest to known field parameters (VOC concentration = 100 $\mu g/m^3$ methane or heptane for PID calibration).

4.8 Investigation-Derived Waste Storage and Disposal

Potentially impacted investigation-derived waste (IDW) may be generated during this investigation. Characterization of all waste will be necessary to properly treat/dispose of generated waste.

4.8.1 Soil Cuttings, and Cores

Soil cuttings derived from temporary borings will be placed in drums, sealed, and labeled as to the a) nature of the contents, b) date contents sealed, and c) responsible party. A composite soil sample will be collected from each soil cuttings drum to determine proper method of disposition.

4.8.2 Purge and Decontamination Water

Purge water from temporary borings and water associated with decontamination of sampling equipment will be drummed, sealed, and labeled.

Upon receipt of analytical data, the disposal requirements of the drummed fluid investigation-derived waste will be evaluated. It is anticipated that all waste generated will be handled as a hazardous material and will not be characteristic of hazardous waste. However, water waste determined to be impacted with contaminants at levels regulated under Ecology Dangerous Waste Regulations (WAC 173-303) as characteristic (hazardous waste) must be disposed or treated in a manner consistent with regulatory guidance.

4.9 FIELD DOCUMENTATION

Comprehensive field documentation will be made to aid in the interpretation of analytical results. For soil sampling, field documentation, at a minimum, will include the date, time, location, and a description of the weather. Sample collection information, such as how the sample was collected and any problems that occurred during collection, visual sample observations, and any other unusual circumstances that may affect the analytical results will be noted. All field measurements, including color, odor, texture, etc., will also be recorded. All field work will be photographically documented in a photographic log.

4.10 Sample Transport and COC Procedures

After surface soil samples have been collected, they will be placed in a cooler with chilling material (ice or equivalent) and transported to the analytical laboratory. Chain-of-custody (COC) procedures will begin in the field and will track delivery of the samples to the laboratory. Specific procedures are as follows:

- Individual sample containers will be packed to prevent breakage and leakage.
- COC forms will be placed in a sealed plastic bag and inside the cooler

Upon transfer of samples to the laboratory, the COC form will be signed by the persons transferring custody of the coolers. Upon receipt of samples by the laboratory, the shipping-container seal will be broken, and the condition of the samples will be recorded by the receiver.

4.11 Quality Assurance Project Plan

This Quality Assurance Project Plan (QAPP) presents the quality assurance and quality control (QA/QC) program to be conducted as part of this investigation. The purpose of this QAPP is to describe the field and laboratory procedures that will be undertaken during this investigation of magnitude and extent to assure that data collected are suitable for their intended purposes. This QAPP has been developed in general accordance with the EPA Quality Assurance Guidance for Conducting Brownfields Site Assessments. The subject investigation will utilize the procedures included in the QAPP for the following elements:

- Project Management – Quality objectives and criteria for measurement data and documentation, and records.
- Data Generation and Acquisition – Sample process design; sampling methods; analytical methods; quality control; instrument/equipment testing, inspection, and maintenance; inspection/acceptance of supplies and consumables; non-direct measurements; and data management.
- Assessment and Oversight – Assessment and response actions, and routine reporting.
- Data Validation and Usability – Procedures and methods for data quality review, verification, validation, and reconciliation.

Field QA/QC samples will be used to assess data quality in terms of precision and accuracy and monitor whether sampling procedures, equipment cleaning, packaging, and shipping are compromising sample integrity or validity of sample data. Such QA/QC samples are prepared in the field to monitor the various phases of the sampling process.

- **Field Duplicates (discrete soil and reconnaissance ground water samples)**: The field QA/QC activities will include collection of field duplicated discrete soil and reconnaissance ground water samples. At least one (1) duplicate sample will be collected for every 20 samples of each medium and at least one (1) duplicate sample will be collected during each sampling event. Each duplicate sample will be collected, handled, and analyzed in the same manner as its paired primary field sample.
- **Rinsate Samples**: Rinsate samples will be used to evaluate the effectiveness of decontamination procedures to ensure samples have not been cross-contaminated by carryover from sampling equipment. One rinsate sample will be collected for soil increment sampling equipment and from the reconnaissance ground water sampling equipment and analyzed for total petroleum hydrocarbons and PP13 metals by the laboratory.

Analytical QA/QC will be monitored through laboratory quality control checks. Laboratory data, including analytical results for laboratory control samples (LCSs), LCS duplicate samples, and matrix spike (MS), MS duplicate, and method blank samples, will undergo verification and validation to EPA level 2B.

Data quality objectives will be developed prior to report preparation, and with the concurrence of Ecology, to ensure the collection of useful data for the risk screening. The data quality objectives for

the project include the utilization of laboratory method reporting limits that are sufficiently low to allow for evaluation of results against MTCA cleanup levels.

5.0 Report Preparation

A report will be prepared documenting the work conducted as described in Section 2.3. During the course of this investigation, should results indicate a need for additional work, Ecology will be consulted regarding proposed actions.

Data generated from this investigation will be entered into Ecology's Environmental Information Management (EIM) database within 90 days of data validation per Policy 840.

6.0 Proposed Schedule

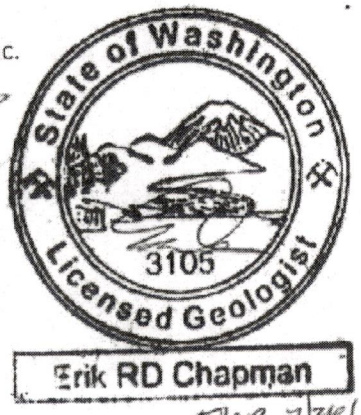
Onsite investigation can begin as soon as practical following JCPH and Ecology approval of this Work Plan Addendum, and subsequent approval of an access agreement with the property owner. The first phase of investigation is anticipated to occur in Fall 2024 and will include the geophysical survey, ISM sampling, discrete soil sampling, and ground water monitoring well installation within first round of ground water sampling. Subsequent ground water monitoring and sampling at monitoring wells will be conducted quarterly for one year to assess the potential for seasonal variability.

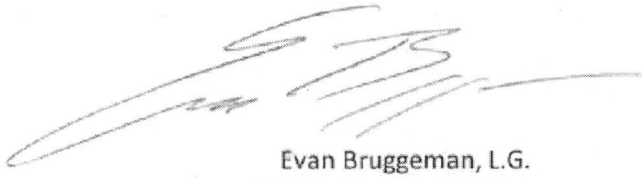
7.0 Certification

This Work Plan Addendum has been prepared under the supervision of the following Washington-registered Certified Engineering Geologist and Geologist.

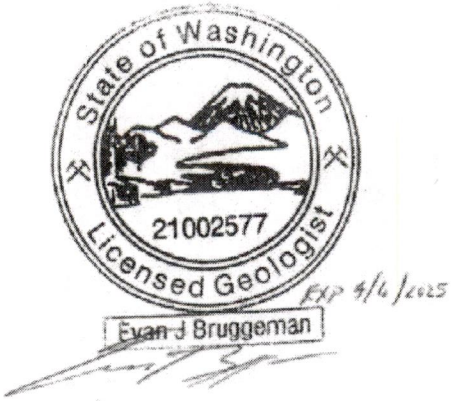
EVREN Northwest, Inc.

Erik Chapman, L.G.
Principal Geologist





Evan Bruggeman, L.G.
Principal Field Geologist



FIGURES

DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
H. ROMER 8/15/2024	T. BENNETT 8/15/2024	L. GREEN 8/15/2024	1643-22001(V01)

LEGEND:

SUBJECT PROPERTY BOUNDARY

NOTES:

1. BASE MAP DEVELOPEDBY ESRI (2024).

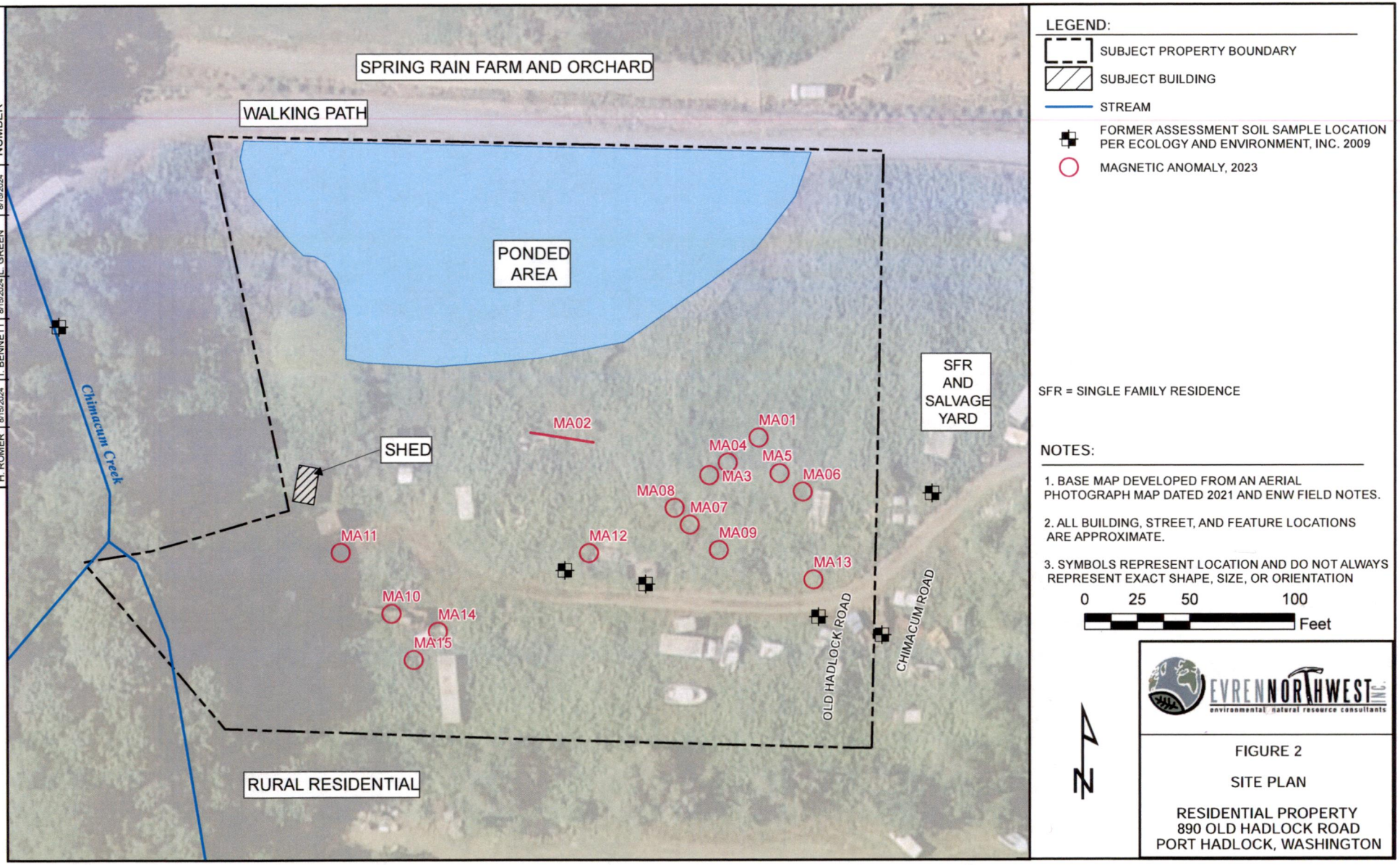
0 1,350 2,700 5,400 Feet

EVREN NORTHWEST INC.
environmental natural resource consultants

FIGURE 1

SITE VICINITY MAP

RESIDENTIAL PROPERTY
890 OLD HADLOCK ROAD
PORT HADLOCK, WASHINGTON



DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
H. ROMER 8/15/2024	T. BENNETT 8/15/2024	L. GREEN 8/15/2024	1643-22001(V01)

EVREN NORTHWEST INC.
environmental natural resource consultants

FIGURE 2

SITE PLAN

RESIDENTIAL PROPERTY
890 OLD HADLOCK ROAD
PORT HADLOCK, WASHINGTON

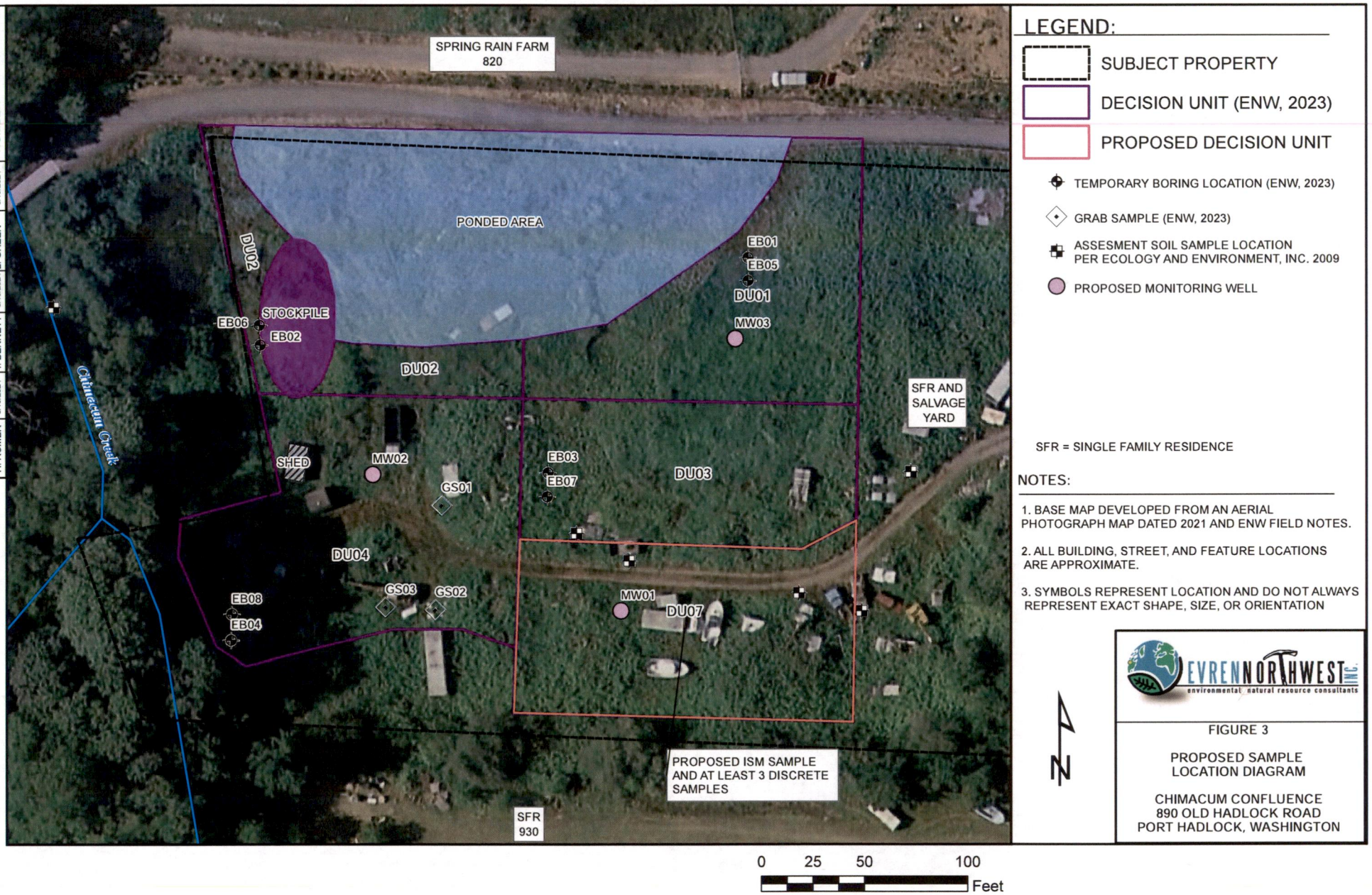

SPRING RAIN FARM
820
PONDED AREA
DU02
STOCKPILE
EB06
EB02
DU02
Chimacum Creek
SHED
MW02
GS01
EB03
EB07
DU03
SFR AND
SALVAGE
YARD
DU04
EB08
EB04
GS03
GS02
MW01
DU07
EB01
EB05
DU01
MW03
PROPOSED ISM SAMPLE
AND AT LEAST 3 DISCRETE
SAMPLES
SFR
930
0
25
50
100
Feet
LEGEND:
SUBJECT PROPERTY
DECISION UNIT (ENW, 2023)
PROPOSED DECISION UNIT
TEMPORARY BORING LOCATION (ENW, 2023)
GRAB SAMPLE (ENW, 2023)
ASSESMENT SOIL SAMPLE LOCATION
PER ECOLOGY AND ENVIRONMENT, INC. 2009
PROPOSED MONITORING WELL
SFR = SINGLE FAMILY RESIDENCE
NOTES:
1. BASE MAP DEVELOPED FROM AN AERIAL PHOTOGRAPH MAP DATED 2021 AND ENW FIELD NOTES.
2. ALL BUILDING, STREET, AND FEATURE LOCATIONS ARE APPROXIMATE.
3. SYMBOLS REPRESENT LOCATION AND DO NOT ALWAYS REPRESENT EXACT SHAPE, SIZE, OR ORIENTATION
N
EVREN NORTHWEST INC.
environmental natural resource consultants
FIGURE 3
PROPOSED SAMPLE
LOCATION DIAGRAM
CHIMACUM CONFLUENCE
890 OLD HADLOCK ROAD
PORT HADLOCK, WASHINGTON
DRAWN BY
H. ROMER
8/15/2024
CHECKED BY
T. BENNETT
8/15/2024
APPROVED BY
L. GREEN
8/15/2024
DRAWING NUMBER
1643-22001(V01)

EXHIBIT B: Estimated Budget

Please note that Task 1 was funded by Amendment #5 and is now complete.

Task 2. Geophysical Survey / Borehole Clearance (Concurrent with Task 3 and 4)			
Principal Technician	$ 100.00	10	$ 1,000.00
Geophysicist	$ 200.00	12	$ 2,400.00
Misc. Expense and Equipment	$ 225.00	1	$ 225.00
Drafting	$ 95.00	2	$ 190.00
		Subtotal	**$ 3,815.00**
Task 3. Field Work: MW Installation and Development (Concurrent with Task 2 and 4)			
Principal Field Geologist	$ 115.00	8	$ 920.00
Field Geologist	$ 105.00	36	$ 3,780.00
Principal Technician	$ 100.00	36	$ 3,600.00
Misc. Expense and Equipment	$ 450.00	2	$ 900.00
Subcontractor: Drill Rig (per day)	$ 3,600.00	2	$ 7,200.00
Subcontractor: Monitoring Well Construction	$ 1,689.73	3	$ 5,069.20
High-Res. GPS Surveying Kit	$ 150.00	2	$ 300.00
PID	$ 75.00	2	$ 150.00
Waterra Pump	$ 65.00	1	$ 65.00
PE Tubing (1")	$ 1.50	50	$ 75.00
Expendable Development Materials	$ 50.00	3	$ 150.00
		Subtotal	**$ 22,209.20**
Task 4 Field Work: Surface Soil (Concurrent with Task 2 and 3)			
Principal Field Geologist	$ 115.00	8	$ 920.00
Field Geologist	$ 100.00	12	$ 1,200.00
Principal Technician	$ 100.00	12	$ 1,200.00
Soil Sampling Kit	$ 50.00	1	$ 50.00
Sediment sampling kit	$ 50.00	1	$ 50.00
Misc. Expense and Equipment	$ 450.00	1	$ 450.00
PID	$ 75.00	1	$ 75.00
Laboratory (surface soil, as required)			
NWTPH-HCID	$ 60.95	20	$ 1,219.00
NWTPH-Gx	$ 60.95	5	$ 304.75
NWTPH-Dx	$ 66.70	5	$ 333.50
EPA 8260 (VOCs)	$ 172.50	5	$ 862.50
EPA 8270 (PAHs)	$ 189.75	5	$ 948.75
EPA 86020/200.8 (RCRA 8)	$ 157.55	20	$ 3,151.00
EPA 8081 (PCBs, as arochlors)	$ 113.85	5	$ 569.25
ISM Sample Preparation	$ 258.75	1	$ 258.75
		Subtotal	**$ 11,742.50**

(continued)

Task 5 Field Work: Ground Water Sampling (Per Event)			
Principal Field Geologist	$ 115.00	2	$ 230.00
Field Geologist	$ 100.00	16	$ 1,600.00
Principal Technician	$ 100.00	16	$ 1,600.00
Water sampling kit	$ 150.00	1	$ 150.00
Misc. Expense and Equipment	$ 450.00	1	$ 450.00
Laboratory (water, as required)			
NWTPH-Gx	$ 60.95	2	$ 121.90
NWTPH-Dx	$ 66.70	2	$ 133.40
EPA 8260 (VOCs)	$ 172.50	2	$ 345.00
EPA 8270 (PAHs)	$ 189.75	2	$ 379.50
EPA 86020/200.8 (RCRA 8)	$ 157.55	4	$ 630.20
EPA 8081 (PCBs, as arochlors)	$ 113.85	2	$ 227.70
		Subtotal	**$ 5,867.70**
Task 6. Data Evaluation and Technical Memorandum (Expanded Investigation and MW Install)			
Principal Engineering Geologist	$ 160.00	2	$ 320.00
Principal Geologist	$ 145.00	6	$ 870.00
Principal Hydrogeologist	$ 125.00	16	$ 2,000.00
Principal Field Geologist	$ 115.00	4	$ 460.00
Drafting	$ 95.00	2	$ 190.00
Data entry/validation	$ 65.00	2	$ 130.00
Printing/Shipping (electronic report)	$ 55.00	0	$ -
		Subtotal	**$ 3,970.00**
Task 7. Ground Water Monitoring Reports (Per Event)			
Principal Engineering Geologist	$ 160.00	1	$ 160.00
Principal Geologist	$ 145.00	4	$ 580.00
Principal Hydrogeologist	$ 125.00	10	$ 1,250.00
Principal Field Geologist	$ 115.00	2	$ 230.00
Drafting	$ 95.00	2	$ 190.00
Data entry/validation	$ 65.00	1	$ 65.00
Printing/Shipping (electronic report)	$ 55.00	0	$ -
		Subtotal	**$ 2,475.00**

Estimated Remaining Cost (Tasks 2 - 7) $ 50,079.40

Notes:
Assumes onsite vegetation is sufficiently cut back to allow approprite access for geophysical survey and sample collection.
Assumes adequate access to site.
Work Plan Preparation previously authorized 8/7/2024 as Amendment 5.
Ecology approved Work Plan on 9/26/2024.

Contract Amendment #5

Between

Evren Northwest, Inc.

And

Jefferson County Public Health

Chimacum Confluence Project

WHEREAS, Evren Northwest, Inc. (Subcontractor) and Jefferson County (County) entered into an agreement on June 6, 2022 for Professional Services. These services are to be provided by conducting Phase I and Phase II Environmental Site Assessments for approximately two acres of the property located at 890 Old Hadlock Road in Port Hadlock (APN 901 112 013); and

WHEREAS, based upon results of the Phase II Environmental Site Assessment completed on June 22, 2023, a Work Plan is necessary prior to initiating the next phase of site investigation in cooperation with County and Washington Department of Ecology (ECY); and

WHEREAS, the parties desire to amend the terms of that agreement; therefore

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

1. Work performed between June 30, 2023 and the execution of this amendment that is consistent with the provisions of the Agreement is hereby ratified.

2. In Item 4a., Payment, shall now read, "Payment for the work performed by Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed $54,636.30 without express written modification of the Agreement signed by the County." This change represents an additional increase of $4,050.00 over the original not to exceed amount of $20,750, to total $54,636.30.

3. The Scope of Work shall now include "Evren Northwest, Inc. will complete a Work Plan to ECY specifications for future installation of monitoring wells, quarterly sampling, and expansion of the area included in the Phase II Environmental Site Assessment."

4. All other terms and conditions of the agreement will remain the same.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: Approved Telephonically 8/5/24
Kate Dean, Chair Date

SEAL:

JEFFERSON COUNTY COMMISSIONERS SEAL STATE OF WASHINGTON

ATTEST:

Carolyn Gallaway 8/5/24
Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:

P.C. Hunsucker August 1, 2024
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

EVREN NORTHWEST, INC.

By: Victoria Bennett
Signature

Name: Victoria Bennett

Title: Principal Environmental Scientist

Date: 8/9/24

EXHIBIT B: Estimated Budget

Tasks	Rate	Units	Total
Additional Focused Site Investigation w/ Monitoring Wells			
Task 1 Project Initiation/Management, Pre-Implementation Start Meeting, HASP, Work Plan			
Principal Engineering Geologist	$ 160.00	2	$ 320.00
Principal Field Geologist	$ 115.00	10	$ 1,150.00
Principal Hydrogeologist	$ 125.00	16	$ 2,000.00
Principal Geologist/HAS Officer	$ 145.00	4	$ 580.00
		Subtotal	**$ 4,050.00**

Contract Amendment #4

Between

Evren Northwest, Inc.

And

Jefferson County Public Health

Chimacum Confluence Project

WHEREAS, Evren Northwest, Inc. (Subcontractor) and Jefferson County (County) entered into an agreement on June 6, 2022 for Professional Services. These services are to be provided by conducting Phase I and Phase II Environmental Site Assessments for approximately two acres of the property located at 890 Old Hadlock Road in Port Hadlock (APN 901 112 013); and

WHEREAS, based upon results of the Phase II Environmental Site Assessment for two acres, a Phase I to include the entire property is necessary to more fully characterize the property; and

WHEREAS, the parties desire to amend the terms of that agreement; therefore

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

1. The term of the above-referenced agreement is extended to December 31, 2024.

2. Work performed between June 30, 2023 and the execution of this amendment that is consistent with the provisions of the Agreement is hereby ratified.

3. In Item 4a., Payment, shall now read, "Payment for the work performed by Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed $50,586.30 without express written modification of the Agreement signed by the County." This change represents an additional increase of $2,600 over the original not to exceed amount of $20,750, to total $50,586.30.

4. The Scope of Work overview in Exhibit A shall now read, Evren Northwest, Inc. will conduct the necessary field investigations, sampling, and reporting necessary to provide Phase I and Phase II Environmental Site Assessments in accordance with standards promulgated by the U.S. Environmental Protection Agency (EPA) and the American Standard for Testing Materials (ASTM) as part of the Chimacum Confluence Project. The Phase I will include the entire property, approximately 5.30 acres, located at 890 Old Hadlock Road, Port Hadlock (APN 901112013) and the Phase II will be limited to approximately two acres of the property."

5. All other terms and conditions of the agreement will remain the same.

Dated this 22nd **day of** January **, 2024**

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

By: _____
Kate Dean, Chair
Jefferson Board of County Commissioners

By: _____
Victoria Bennett, Principal Environmental Scientist -
Evren Northwest, Inc.

JEFFERSON COUNTY COMMISSIONERS SEAL STATE OF WASHINGTON

ATTEST:

By: _____
Carolyn Gallaway CMC, Clerk of the Board

APPROVED AS TO FORM ONLY:

By: _____ January 4, 2024
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Contract Amendment #3

Between

Evren Northwest, Inc.

And

Jefferson County Public Health

Chimacum Confluence Project

WHEREAS, Evren Northwest, Inc. (Subcontractor) and Jefferson County (County) entered into an agreement on June 6, 2022 for Professional Services. These services are to be provided by conducting Phase I and Phase II Environmental Site Assessments for approximately two acres of the property located at 890 Old Hadlock Road in Port Hadlock (APN 901 112 013). The agreement was amended on November 21, 2022 to extend the Time for Performance to June 30, 2023 and on December 19, 2022 to increase the not to exceed amount to $44,086.20 and to add subtasks under Task 2.

WHEREAS, following receipt of the first round of Phase II Environmental Site Assessment testing results, the Department of Ecology (DoE) requested an increased level of sampling intensity (with increased costs), as indicated in the Exhibit A.

WHEREAS, the parties desire to amend the terms of that agreement.

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

1. The Scope of Work is expanded to increase the number of tests as indicated in Exhibit A. Highlighted cells in the "Units" column indicate the proposed increased number of tests, with the previous number of tests being indicated to the right of the table. Adjusted costs are indicated in the "Totals" column to the right of the highlighted cells. Previous costs can be found on the prior budget (Exhibit B). There are no changes in the "Tasks" or "Rate" columns. The Department of Ecology has determined that the addition of the new tests is necessary to evaluating the condition of the property.

2. Total not to exceed amount for the project is increased in the amount of $3,900.10 for a project total of $47,986.30.

3. The existing Estimated Budget (Exhibit B) will be replaced by Revised Estimated Budget (Exhibit A) attached to this amendment.

4. All other terms and conditions of the agreement will remain the same.

Dated this 1ST **day of** May **, 20** 23

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

By: _____

Greg Brotherton, Chair
Jefferson Board of County Commissioners

By: _____

Victoria Bennett, Principal Environmental Scientist -
Evren Northwest, Inc.

JEFFERSON COUNTY COMMISSIONERS SEAL STATE OF WASHINGTON

ATTEST:

By: Carolyn Gallaway 5/1/23
Carolyn Gallaway, Date
Clerk of the Board

APPROVED AS TO FORM ONLY:

By: Barbara D. Ehrlichman April 18, 2023
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Exhibit A

Tasks	Rate	Units	Total	
Focused Site Investigation				
Task 2 (including 2c and 2d) Project Initiation/Management, Pre-Implementation Start Meeting, HASP, Work Plan				
Principal Engineering Geologist	$ 150.00	8	$ 1,200.00	
Principal Field Geologist	$ 105.00	12	$ 1,260.00	
Principal Hydrogeologist	$ 115.00	12	$ 1,380.00	
Principal Geologist/HAS Officer	$ 120.00	8	$ 960.00	
		Subtotal	**$ 4,800.00**	
Task 2. Geophysical Survey / Borehole Clearance				
Senior Technician	$ 90.00	12	$ 1,080.00	
Geophysicist	$ 200.00	12	$ 2,400.00	
Misc. Expense and Equipment	$ 225.00	1	$ 225.00	
Drafting	$ 90.00	2	$ 180.00	
		Subtotal	**$ 3,885.00**	
Task 2 (including 2e and 2f) Field Work: Surface Soil and Recon Ground Water				
Principal Field Geologist	$ 105.00	8	$ 840.00	4
Field Geologist	$ 75.00	30	$ 2,250.00	24
Senior Technician	$ 90.00	30	$ 2,700.00	24
Technician	$ 75.00	30	$ 2,250.00	24
Soil Sampling Kit	$ 50.00	2	$ 100.00	
High-Res. GPS Surveying Kit	$ 150.00	1	$ 150.00	
Water sampling kit	$ 150.00	1	$ 150.00	
Sediment sampling kit	$ 50.00	1	$ 50.00	
Misc. Expense and Equipment	$ 675.00	1	$ 675.00	
PID	$ 75.00	2	$ 150.00	
Laboratory (surface soil, as required)				
NWTPH-Gx	$ 60.95	12	$ 731.40	
NWTPH-Dx	$ 66.70	12	$ 800.40	
EPA 8260 (VOCs)	$ 172.50	10	$ 1,725.00	
EPA 8270 (PAHs)	$ 189.75	10	$ 1,897.50	
EPA 86020/200.8 (RCRA 8)	$ 157.55	10	$ 1,575.50	
EPA 8081 (PCBs, as arochlors)	$ 113.85	10	$ 1,138.50	
ISM Sample Preparation	$ 258.75	8	$ 2,070.00	6
Laboratory (water, as required)				
NWTPH-Gx	$ 60.95	5	$ 304.75	4
NWTPH-Dx	$ 66.70	5	$ 333.50	4
EPA 8260 (VOCs)	$ 172.50	5	$ 862.50	4
EPA 8270 (PAHs)	$ 189.75	5	$ 948.75	4
EPA 86020/200.8 (RCRA 8)	$ 157.55	5	$ 787.75	4
EPA 8081 (PCBs, as arochlors)	$ 113.85	5	$ 569.25	4
		Subtotal	**$ 23,059.80**	
Task 2 (including 2f) Field Work: Recon Ground Water (Second Round)				
Principal Field Geologist	$ 105.00	2	$ 210.00	
Field Geologist	$ 75.00	24	$ 1,800.00	
Senior Technician	$ 90.00	24	$ 2,160.00	
High-Res. GPS Surveying Kit	$ 150.00	1	$ 150.00	
Water sampling kit	$ 150.00	1	$ 150.00	
Misc. Expense and Equipment	$ 450.00	1	$ 450.00	
PID	$ 75.00	1	$ 75.00	
Laboratory (water, as required)				
NWTPH-Gx	$ 60.95	5	$ 304.75	4
NWTPH-Dx	$ 66.70	5	$ 333.50	4
EPA 8260 (VOCs)	$ 172.50	5	$ 862.50	4
EPA 8270 (PAHs)	$ 189.75	5	$ 948.75	4
EPA 86020/200.8 (RCRA 8)	$ 157.55	5	$ 787.75	4
EPA 8081 (PCBs, as arochlors)	$ 113.85	5	$ 569.25	4
		Subtotal	**$ 8,801.50**	
Task 2. Data Evaluation and Technical Memorandum (Includes both sampling events)				
Principal Engineering Geologist	$ 150.00	4	$ 600.00	
Principal Geologist	$ 120.00	6	$ 720.00	
Principal Hydrogeologist	$ 115.00	24	$ 2,760.00	
Principal Field Geologist	$ 105.00	4	$ 420.00	
Drafting	$ 90.00	2	$ 180.00	
Data entry/validation	$ 65.00	4	$ 260.00	
Printing/Shipping (electronic report)	$ 55.00	0	$ -	
		Subtotal	**$ 4,940.00**	

Initial Estimated FSI Cost	**$ 45,486.30**
Phase I ESA (Invoiced 7/8/2022 - Paid 7/20/2022)	**$ 2,500.00**
Total Estimated Cost (Incuding P1ESA)	**$ 47,986.30**

Notes:
Assumes onsite vegetation is sufficiently cut back to allow approprite access for geophysical survey sample collection.
Assumes hand tooling is sufficient for soil and reconnaissance ground water collection.

Exhibit B

Tasks	Rate	Units	Total
Focused Site Investigation			
Task 2 (including 2c and 2d) Project Initiation/Management, Pre-Implementation Start Meeting, HASP, Work Plan			
Principal Engineering Geologist	$ 150.00	8	$ 1,200.00
Principal Field Geologist	$ 105.00	12	$ 1,260.00
Principal Hydrogeologist	$ 115.00	12	$ 1,380.00
Principal Geologist/HAS Officer	$ 120.00	8	$ 960.00
		Subtotal	$ 4,800.00
Task 2. Geophysical Survey / Borehole Clearance			
Senior Technician	$ 90.00	12	$ 1,080.00
Geophysicist	$ 200.00	12	$ 2,400.00
Misc. Expense and Equipment	$ 225.00	1	$ 225.00
Drafting	$ 90.00	2	$ 180.00
		Subtotal	$ 3,885.00
Task 2 (including 2e and 2f) Field Work: Surface Soil and Recon Ground Water			
Principal Field Geologist	$ 105.00	4	$ 420.00
Field Geologist	$ 75.00	24	$ 1,800.00
Senior Technician	$ 90.00	24	$ 2,160.00
Technician	$ 75.00	24	$ 1,800.00
Soil Sampling Kit	$ 50.00	2	$ 100.00
High-Res. GPS Surveying Kit	$ 150.00	1	$ 150.00
Water sampling kit	$ 150.00	1	$ 150.00
Sediment sampling kit	$ 50.00	1	$ 50.00
Misc. Expense and Equipment	$ 675.00	1	$ 675.00
PID	$ 75.00	2	$ 150.00
Laboratory (surface soil, as required)			
NWTPH-Gx	$ 60.95	12	$ 731.40
NWTPH-Dx	$ 66.70	12	$ 800.40
EPA 8260 (VOCs)	$ 172.50	10	$ 1,725.00
EPA 8270 (PAHs)	$ 189.75	10	$ 1,897.50
EPA 86020/200.8 (RCRA 8)	$ 157.55	10	$ 1,575.50
EPA 8081 (PCBs, as arochlors)	$ 113.85	10	$ 1,138.50
ISM Sample Preparation	$ 258.75	6	$ 1,552.50
Laboratory (water, as required)			
NWTPH-Gx	$ 60.95	4	$ 243.80
NWTPH-Dx	$ 66.70	4	$ 266.80
EPA 8260 (VOCs)	$ 172.50	4	$ 690.00
EPA 8270 (PAHs)	$ 189.75	4	$ 759.00
EPA 86020/200.8 (RCRA 8)	$ 157.55	4	$ 630.20
EPA 8081 (PCBs, as arochlors)	$ 113.85	4	$ 455.40
		Subtotal	$ 19,921.00
Task 2 (including 2f) Field Work: Recon Ground Water (Second Round)			
Principal Field Geologist	$ 105.00	2	$ 210.00
Field Geologist	$ 75.00	24	$ 1,800.00
Senior Technician	$ 90.00	24	$ 2,160.00
High-Res. GPS Surveying Kit	$ 150.00	1	$ 150.00
Water sampling kit	$ 150.00	1	$ 150.00
Misc. Expense and Equipment	$ 450.00	1	$ 450.00
PID	$ 75.00	1	$ 75.00
Laboratory (water, as required)			
NWTPH-Gx	$ 60.95	4	$ 243.80
NWTPH-Dx	$ 66.70	4	$ 266.80
EPA 8260 (VOCs)	$ 172.50	4	$ 690.00
EPA 8270 (PAHs)	$ 189.75	4	$ 759.00
EPA 86020/200.8 (RCRA 8)	$ 157.55	4	$ 630.20
EPA 8081 (PCBs, as arochlors)	$ 113.85	4	$ 455.40
		Subtotal	$ 8,040.20
Task 2. Data Evaluation and Technical Memorandum (includes both sampling events)			
Principal Engineering Geologist	$ 150.00	4	$ 600.00
Principal Geologist	$ 120.00	6	$ 720.00
Principal Hydrogeologist	$ 115.00	24	$ 2,760.00
Principal Field Geologist	$ 105.00	4	$ 420.00
Drafting	$ 90.00	2	$ 180.00
Data entry/validation	$ 65.00	4	$ 260.00
Printing/Shipping (electronic report)	$ 55.00	0	$ -
		Subtotal	$ 4,940.00

Initial Estimated FSI Cost	$ 41,586.20
Phase I ESA (Invoiced 7/8/2022 - Paid 7/20/2022)	$ 2,500.00
Total Estimated Cost (Including P1ESA)	**$ 44,086.20**

Notes:
Assumes onsite vegetation is sufficiently cut back to allow appropriate access for geophysical survey sample collection.
Assumes hand tooling is sufficient for soil and reconnaissance ground water collection.

Contract Amendment #2

Between

Evren Northwest, Inc.

And

Jefferson County Public Health

Chimacum Confluence Project

WHEREAS, Evren Northwest, Inc. (Subcontractor) and Jefferson County (County) entered into an agreement on June 6, 2022 for Professional Services. These services are to be provided by conducting Phase I and Phase II Environmental Site Assessments for approximately two acres of the property located at 890 Old Hadlock Road in Port Hadlock (APN 901 112 013). The agreement was amended on November 21, 2022 to extend the Time for Performance to June 30, 2023.

WHEREAS, the Phase I Environmental Site Assessment was completed based on conditions present at the site as of June 22, 2022. Himalayan blackberries and other vegetation, that had previously obscured the presence of additional solid waste and a soil mound, were mowed down in November 2022.

WHEREAS, subsequent communications with the Department of Ecology (DoE) in the lead up to the Phase II Environmental Site Assessment concluded that the existing Scope of Work and Estimated Budget should be expanded to include preparation of a Work Plan as required by DoE, additional site visits, and additional water and soil sampling and analyses.

WHEREAS, the parties desire to amend the terms of that agreement.

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

1. In Item 4a., Payment, shall now read, "Payment for the work performed by Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed $44,086.20 without express written modification of the Agreement signed by the County." This change represents an increase of $23,336.20 over the original not to exceed amount of $20,750.

2. The Scope of Work description for Task 2, Conduct a Phase II, shall now read: "Conduct a Phase II Environmental Site Assessment to meet or exceed all standards citied in ASTM E1903. Results from initial sampling will determine the need for any follow-up analyses on select samples. Only lab work that is necessary will be performed and billed."

3. The Scope of Work is expanded to also include the following subtasks under Task 2, Conduct a Phase II:

   2c) Visit the mowed site with project partners to reassess scope of Phase II work.
   2d) Prepare a Work Plan for DoE to review and approve prior to conducting field work.

2e) Obtain and test additional soil samples to determine the status of a mound located on the floodplain.
2f) Conduct ground water sampling in winter and late spring.

4. The existing Exhibit B: Estimated Budget will be replaced by "Exhibit B: Revised Estimated Budget" attached to this amendment.

5. All other terms and conditions of the agreement will remain the same.

Dated this 19th **day of** December, **20** 22

By: _____
Heidi Eisenhour, Chair
Jefferson Board of County Commissioners

By: _____
Victoria Bennett, Principal Environmental Scientist -
Evren Northwest, Inc.

ATTEST:

By: Carolyn Gallaway 12/19/22
Carolyn Gallaway, Date
Clerk of the Board

APPROVED AS TO FORM ONLY:

By: P.C. Hunsucker December 13, 2022.
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Tasks	Rate	Units	Total
Focused Site Investigation			
Task 2 (Including 2c and 2d) Project Initiation/Management, Pre-Implementation Start Meeting, HASP, Work Plan			
Principal Engineering Geologist	$ 150.00	8	$ 1,200.00
Principal Field Geologist	$ 105.00	12	$ 1,260.00
Principal Hydrogeologist	$ 115.00	12	$ 1,380.00
Principal Geologist/HAS Officer	$ 120.00	8	$ 960.00
		Subtotal	$ 4,800.00
Task 2. Geophysical Survey / Borehole Clearance			
Senior Technician	$ 90.00	12	$ 1,080.00
Geophysicist	$ 200.00	12	$ 2,400.00
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Data entry/validation	$ 65.00	4	$ 260.00
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		Subtotal	$ 4,940.00

Initial Estimated FSI Cost	$ 41,586.20
Phase I ESA (Invoiced 7/8/2022 - Paid 7/20/2022)	$ 2,500.00
Total Estimated Cost (Incuding P1ESA)	**$ 44,086.20**

Notes:
Assumes onsite vegetation is sufficiently cut back to allow approprite access for geophysical survey sample collection.
Assumes hand tooling is sufficient for soil and reconnaissance ground water collection.

Contract Amendment #1

Between

Evren Northwest, Inc.

And

Jefferson County Public Health

Chimacum Confluence Project

WHEREAS, Evren Northwest, Inc. (Subcontractor) and Jefferson County (County) entered into an agreement on June 6, 2022 for Professional Services. These services are to be provided by conducting Phase I and Phase II Environmental Site Assessments for approximately two acres of the property located at 890 Old Hadlock Road in Port Hadlock (APN 901 112 013).

WHEREAS, the parties desire to amend the terms of that agreement.

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

1. The term of the above referenced agreement is extended to June 30, 2023.
2. Work performed between August 31, 2022 and the execution of this Agreement that is consistent with the provisions of this Agreement is hereby ratified.
3. All other terms and conditions of the agreement will remain the same.

Dated this 21st **day of** November **, 2022**

By: _____
Heidi Eisenhour, Chair
Jefferson Board of County Commissioners

By: _____
Victoria Bennett, Principal Environmental Scientist -
Evren Northwest, Inc.

ATTEST:

By: _____
Carolyn Gallaway, Clerk of the Board

APPROVED AS TO FORM ONLY:

By: _____ October 28, 2022
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

PROFESSIONAL SERVICES AGREEMENT FOR

Evren Northwest, Inc.

THIS PROFESIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Evren Northwest, Inc. ("the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following Project: Conduct Phase I and Phase II Environmental Site Assessments for the project identified as the Chimacum Confluence and consisting of approximately two acres of the property located at 890 Old Hadlock Road. in Port Hadlock (APN 901112013).

2. Scope of Services. Contractor agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.

3. Time for Performance. This Agreement shall commence upon signature and continue through August 31, 2022. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.

4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:

    a. Payment for the work provided by Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed $20,750 without express written modification of the Agreement signed by the County.

    b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of the Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.

    c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.

    d. Consultant shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.

e. The Contractor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.

5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.

6. Compliance with Laws. Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

7. Audit. An audit will be submitted to the County upon request. Upon request, Contractor will submit the most recent financial audit within 30 days.

   a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.

   b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.

   c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.

8. Indemnification. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement 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 Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend,

hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 Agreement.

9. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

   a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than $500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (c) Non-owned automobiles.

   b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars ($1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount ($2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

      i. Broad Form Property Damage, with no employee exclusion;

      ii. Personal Injury Liability, including extended bodily injury;

      iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;

      iv. Premises – Operations Liability (M&C);

      v. Independent Contractors and subcontractors;

      vi. Blanket Contractual Liability.

   c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than $1,000,000 Each Claim and $2,000,000 Aggregate. The professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor's sole expense.

The Contractor agrees the Contractor's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

d. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.

e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

h. The Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.

i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.

j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.

k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured

retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

l. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.

m. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.

n. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

o. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

q. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

r. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.

s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

t. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.

u. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

v. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

a. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, the Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.

b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.

d. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

11. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise

assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

12. Subcontracting Requirements.

    a. The Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.

    b. Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.

    c. Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Contractor's performance required by this Agreement.

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

14. Discrimination Prohibited. The Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

15. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

17. Termination.

a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.

b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.

c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.

18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Tami Pokorny, Natural Resources Program Coordinator
Jefferson County Public Health Department
615 Sheridan Street
Port Townsend, WA 98368
360-379-4498
tpokorny@co.jefferson.wa.us

Notices to Contractor shall be sent to the following address:

Victoria Bennett, Principal Environmental Scientist
Evren Northwest, Inc.
PO Box 14488
Portland, OR 97293
503-452-5561
torib@evren-nw.com

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by

the County within the scope of this Agreement. The Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.

20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.

21. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.

23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.

27. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.

28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.

30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

DATED this 6th day of June, 2022.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

EVREN Northwest, Inc.

Name of Contractor

Victoria Bennett

Contractor Representative *(Please print)*

(Signature)

Principal Environmental Scientist

Title

May 16, 2022

Date

JEFFERSON COUNTY

BOARD OF COMMISSIONERS

Heidi Eisenhour, Chair

Greg Brotherton, Member

Kate Dean, Member

Approved as to form only:

May 2, 2022

Philip C. Hunsucker Date

Chief Civil Deputy Prosecuting Attorney

EXHIBIT A: Scope of Work

Evren Northwest, Inc. will conduct the necessary field investigations, sampling, and reporting necessary to provide Phase I and Phase II Environmental Site Assessments in accordance with standards promulgated by the U.S. Environmental Protection Agency (EPA) and the American Standard for Testing Materials (ASTM) as part of the Chimacum Confluence Project for approximately two acres of the property located at 890 Old Hadlock Road, Port Hadlock (APN 901112013).

Task 1: Conduct a Phase I Environmental Site Assessment to meet or exceed all standards citied in ASTM E1527-21.
Deliverables:

1a) Phase I Environmental Site Assessment in electronic (.pdf) format. Due: July 1, 2022

Task 2: Conduct a Phase II Environmental Site Assessment to meet or exceed all standards citied in ASTM E1903.
Deliverables:

2a) Conduct field work and take soil, sediment, and water samples as required.
Due August 1, 2022

2b) Evaluate data and develop technical memorandum. Due August 31, 2022

EXHIBIT B: Estimated Budget

Phase I: $2,500.00

Phase II ESA Initial Estimate:

Tasks	Rate	Units	Total
Focused SEs Investigation			
Task 1. Project Initiation: Project Management/Health and Safety Plan, QAPP, SAP			
Principal Engineering Geologist	$ 150.00	6	$ 900.00
Principal Field Geologist	$ 105.00	2	$ 210.00
Principal Geologist/HAS Officer	$ 120.00	8	$ 960.00
		Subtotal	$ 2,070.00
Task 2. Field Work: Surface Soil and Recon Ground Water			
Principal Field Geologist	$ 105.00	2	$ 210.00
Principal Hydrogeologist	$ 115.00	20	$ 2,300.00
Senior Technician	$ 90.00	20	$ 1,800.00
Soil Sampling Kit	$ 50.00	2	$ 100.00
High-Res. GPS Surveying Kit	$ 150.00	1	$ 150.00
Water samping kit	$ 150.00	1	$ 150.00
Sediment sampling kit	$ 50.00	1	$ 50.00
Misc. Expense and Equipment	$ 450.00	1	$ 450.00
PID	$ 75.00	2	$ 150.00
Laboratory (surface soil, as required)			
NWTPH-Gx	$ 60.95	10	$ 609.50
NWTPH-Dx	$ 66.70	10	$ 667.00
EPA 8260 (VOCs)	$ 172.50	3	$ 517.50
EPA 8270 (PAHs)	$ 189.75	3	$ 569.25
EPA 8082/200.8 (RCRA 8)	$ 157.55	3	$ 472.65
EPA 8081 (PCBs, as aroclors)	$ 113.85	3	$ 341.55
ISM Sample Preparation	$ 258.75	3	$ 776.25
Laboratory (sediment, as required)			
NWTPH-Gx	$ 60.95	2	$ 121.90
NWTPH-Dx	$ 66.70	2	$ 133.40
EPA 8270 (PAHs)	$ 189.75	2	$ 379.50
EPA 8082/200.8 (RCRA 8)	$ 157.55	2	$ 315.10
EPA 8081 (PCBs, as aroclors)	$ 113.85	2	$ 227.70
Laboratory (water, as required)			
NWTPH-Gx	$ 60.95	3	$ 182.85
NWTPH-Dx	$ 66.70	3	$ 200.10
EPA 8260 (VOCs)	$ 172.50	3	$ 517.50
EPA 8270 (PAHs)	$ 189.75	3	$ 569.25
EPA 8082/200.8 (RCRA 8)	$ 157.55	3	$ 472.65
EPA 8081 (PCBs, as aroclors)	$ 113.85	3	$ 341.55
		Subtotal	$ 12,775.20
Task 3. Data Evaluation and Technical Memorandum			
Principal Engineering Geologist	$ 150.00	2	$ 300.00
Principal Geologist	$ 120.00	2	$ 240.00
Principal Hydrogeologist	$ 115.00	16	$ 1,840.00
Principal Field Geologist	$ 105.00	4	$ 420.00
Drafting	$ 75.00	4	$ 300.00
Data entry/validation	$ 65.00	4	$ 260.00
Printing/Shipping (electronic report)	$ 55.00	0	$ -
		Subtotal	$ 3,360.00
		Initial Estimated Project Cost	$ 18,205.20