

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

A G E N D A

August 9, 2022
10:00 AM

Remote Access Only
Zoom Meeting ID: 335 903 0010
Zoom Call-In: (253) 215-8782
BKAT Live Stream

Call to Order

Approval of Agenda

Consent Items

All matters listed under Consent Items have been distributed to each member of the Commission for reading and study, are considered to be routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

- A. Minutes of the regular business meeting and executive session of July 26, 2022.
- B. Payment of checks #901585 through #901586 and #901587 and #E01081 and #83908 and #83911 through #83932 and #E01082 through #E01091 and #E01092 and #E01094 through #E01106 and #83935 through #83997 from the General Fund for \$717,712.73; #83905 through #83907 and #83909 through #83910 and #E01093 and #83933 through #83934 from the Construction Fund for \$1,138,727.10.

Information Items

1. Bremerton Pilots Association Youth Aviation Scholarship Update

Citizen Comments: *Open to the public for comment. Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit further comments in writing to the Clerk of the Board.*

Action Items

1. Land Lease Agreement with CHS, Inc.
2. Consultant Agreement with Pioneer Technologies Corporation for Port Orchard Properties Environmental Remediation

Staff Reports

Commission Reports / New Business

Executive Session *(if necessary)*

Adjournment

Regular business and other meetings that may be attended by members of the Board

<u><i>Date</i></u>	<u><i>Time</i></u>	<u><i>Meeting</i></u>
<i>08/09</i>	<i>10:00 am</i>	<i>*Commission Regular Meeting via ZOOM</i>
<i>08/19</i>	<i>10:00 am</i>	<i>Peninsula Regional Transportation Planning Organization (PRTPO)</i>
<i>08/23</i>	<i>6:00 pm</i>	<i>*Commission Regular Meeting via ZOOM</i>

Meetings are subject to change or cancellation

**Denotes events in which two (2) or more Commissioners may attend*

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

MINUTES

July 26, 2022
6:00 PM

Remote Access Only
Zoom Meeting ID: 335 903 0010
Zoom Call-In: (253) 215-8782
BKAT Live Stream

Commissioners and Staff Present

Commissioners
Axel Strakeljahn
Gary Anderson
Cary Bozeman

Staff Members
Jim Rothlin
Fred Salisbury
Jeremiah Wiley
Arne Bakker
James Weaver
Ginger Waye
Taylor Korizon
Anne Montgomery, Atty

Call to Order

President Strakeljahn called the meeting to order at 6:00 p.m.

Approval of Agenda

It was moved by BOZEMAN, seconded by ANDERSON to:

Approve the Agenda as presented.

MOTION CARRIES, 3-0

Consent Items

- A. Minutes of the regular business meeting and executive session of July 12, 2022; special meeting and executive session of July 19, 2022.
- B. Payment of checks #901579 and #901580 and #901581 through #901584 and #E01076 through #E01080 and #83890 through #83904 from the General Fund for \$94,837.55; #83889 from the Construction Fund for \$8941.51. Void Check #83734 & 83811.

It was moved by STRAKELJAHN, seconded by ANDERSON to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Citizen Comments - None

Action Items

1. Resolution 2022-03 Extending Remote Commission Meetings

Presented by Jim Rothlin, Chief Executive Officer

Following presentation and discussion on the concerns for public health safety due to the pandemic if in-person meetings are held;

It was moved by ANDERSON, seconded by BOZEMAN to:

Approve Resolution 2022-03 extending remote Commission meetings through September 30, 2022, unless the Governor revokes Emergency Proclamation 20-05 prior to such date.

MOTION CARRIES, 3-0

2. Circuit of the Northwest Lease Option Review

Presented by Jim Rothlin, Chief Executive Officer

Following the presentation including visuals of the project area and discussion;

It was moved by STRAKELJAHN, seconded by ANDERSON to:

Approve the 2nd Lease Amendment with Circuit of the Northwest extending the lease option agreement.

MOTION CARRIES, 3-0

Staff Reports

Jim Rothlin, Chief Executive Officer

- Welcomed new marina seasonal staff member Max Watne.
- Provided updates and detail on:
 - Taxiway Relocation/Apron Rehabilitation project which is now in Phase III
 - Bremerton Marina's new on-dock recycling program
 - Chris Craft Rendezvous' recent 32nd annual visit to Port Orchard Marina
 - Bremerton A-dock undergoing permanent repair
 - Increased maintenance requirements at all locations due to aging facilities

Commission Reports / New Business - None

Executive Session

President Strakeljahn recessed the meeting at 6:31 p.m. and reconvened into executive session for approximately 15 minutes to consider the price and terms at which real estate may be leased or sold when public discussions could disadvantage the Port' negotiations pursuant to

RCW 42.30.110(1)(c). At 6:50 p.m., executive session was extended for 15 minutes and at 7:05 p.m., it was extended 5 minutes.

At 7:12 p.m. the regular meeting was reconvened.

Adjournment

There being no further business before the Board, the meeting was adjourned at 7:12 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
August 4, 2022

Cary Bozeman
Commission Secretary
August 9, 2022

Draft

PORT OF BREMERTON
BOARD OF COMMISSIONERS
EXECUTIVE SESSION

MINUTES

July 26, 2022
6:00 PM

Remote Access Only
Zoom Meeting ID: 335 903 0010
Zoom Call-In: (253) 215-8782

Call to Order

President Strakeljahn called the executive session to order at 6:31 p.m., July 26, 2022.

Commissioners and Staff Present

Commissioners

Axel Strakeljahn
Gary Anderson
Cary Bozeman

Staff Members

Jim Rothlin
Fred Salisbury
Arne Bakker
James Weaver
Anne Montgomery, Atty

Item #1: Consider the price and terms at which real estate may be leased or sold when public discussions could disadvantage the Port' negotiations pursuant to RCW 42.30.110(1)(c).

With no further business to come before the Board, the meeting was adjourned into regular session at 7:12 p.m.

Submitted,

Jim Rothlin
Chief Executive Officer
August 4, 2022

Approved,

Cary Bozeman
Commission Secretary
August 9, 2022

PORT OF BREMERTON

AGENDA SUMMARY

Agenda Item No: Action Item #1
Subject: Lease Agreement with CHS, Inc.
Exhibits: Lease Agreement
Prepared By: Arne Bakker, Director of Business Development
Meeting Date: August 9, 2022

Summary:

In 2021 CHS Inc. has expressed their need for additional rail spurs in the Olympic View Industrial Park in order to be able to expand their operations. In order to accomplish this, they needed more land. Currently, CHS leases property on Constance Drive and has been a tenant at the Port of Bremerton since 2001. Construction of the rail spurs commenced by CHS Inc. in late 2021 and has been completed at a cost of \$1.3 million to CHS.

Lease Terms:

Lease Commencement: June 1, 2022

- Three (3) Years and eight (8) months
- Three (3) options of five (5) years each
- Annual CPI Adjustments
- Base Rent is subject to periodic adjustments every seven (7) years

Port Staff has done their due diligence and finds CHS, Inc. in good standings. This lease has been written, reviewed, and approved by legal.

Fiscal Impact:

Increased annual revenue for Olympic View Industrial Park

- Lease Rate:
 - \$311.17 per month Excluding LHT based off fair market value appraisal in March, 2022 of \$4200 per acre annually.

Strategic Purpose:

This action conforms with the Port's strategic plan in Goal 4.a. to continually assess niche markets in the Port's Marina and Airfield lines of business for growth opportunities.

Recommendation:

Port staff recommends the approval of the lease between CHS Inc., and the Port of Bremerton as presented.

Motion for Consideration:

Motion to Approve the Lease Agreement Between CHS, Inc. and the Port of Bremerton.

AIRPORT INDUSTRIAL PARK LEASE

This **AIRPORT INDUSTRIAL PARK LEASE** ("Lease") is made and entered into this 1st day of June, 2022, by and between the **PORT OF BREMERTON**, a Washington municipal corporation (hereinafter referred to as "Lessor"), and **CHS Inc. f/k/a CENEX HARVEST STATES COOPERATIVES**, a corporation of the State of Minnesota (hereinafter referred to as "Lessee").

ARTICLE I
Summary of Lease Terms and Definitions

Lessor: Port of Bremerton
Lessor's Address: 8850 SW State Hwy 3
Bremerton, WA 98312

Lessee: CHS Inc. f/k/a Cenex Harvest States Cooperatives
Lessee's Address: Attn: Sr. Vice President, Country Operations
P.O. Box 64089
St. Paul, MN 55164-0089

At the Premises:
5421 Constance Dr.
Bremerton, WA 98312
Attn: Norman Pitts
Norman.pitts@chsinc.com (253)288-4541

Agreed Rentable Area: 31,280 sf =0.7181 acres

Use of Premises: Rail unloading and storage of propane, and reloading propane to trucks

Exhibits: Exhibit "A" - Legal Description and Map of Premises

Commencement Date: June 1, 2022

Term: Commencing upon the Commencement Date and expiring on the "Termination Date" three (3) years eight (8) months thereafter.

Renewals: three (3) options of five (5) years each

Base Rent:

Months of <u>Lease Term</u>	Rent Per <u>Acres (Mo)</u>	Monthly <u>Total</u>
Months 1-12	\$433.33	\$311.17 plus Leasehold Excise Tax

Initial Amount of Rental Bond or Blocked Account: \$ 1,867.02 plus Leasehold Excise Tax

Name and Address of Surety or Bank: _____

ARTICLE II
Premises, Term, Renewals, Common Areas

2.1 **PREMISES:** Lessor, in consideration of the rents hereinafter reserved and of the covenants and conditions herein set forth to be performed by Lessee, does hereby lease to Lessee the Premises as legally described and outlined in Exhibit A in red as the “New Lease Area.”

2.2 **TERM:** The term of this Lease shall be for three (3) years and eight (8) months beginning June 1, 2022, (“Commencement Date”) through January 31, 2026. If Lessee takes possession of the Premises before the Commencement Date set forth above, Lessee shall pay the pro rata rent for the period prior to commencement of the Lease term.

2.3 **RENEWALS:** Subject to the terms and conditions herein, Lessee shall have the right to renew this Lease for three (3) consecutive five (5) year periods by giving written notice of such intention to Lessor at least one-hundred twenty (120) days prior to the expiration of the term of this Lease or any renewal thereof. Lessee shall not be entitled to renew this Lease unless the Lease is in good standing at the time of renewal and the Lessee is not in default under the terms of this Lease or any other lease or agreement with the Lessor. The terms and conditions of any renewal shall be the same as set forth in this Lease, except that rent shall be recalculated as provided herein, and the terms of this Lease shall be updated to be consistent with the terms and conditions then existing in the Lessor’s standard form Commercial Lease.

ARTICLE III
Compensation, Rental Adjustment

3.1 **RENT:** The term “Rent” as used herein includes Base Rent, Additional Rent, applicable Washington State leasehold excise tax, and other fees and charges assessed herein. Except as expressly provided elsewhere herein, Rent and all other sums payable by Lessee pursuant to this Lease shall be paid without the requirement that Lessor provide prior notice or demand, and shall not be subject to any counterclaim, setoff, deduction, defense or abatement.

3.1.1 **Rent Paid in Advance – Late Charges.** Rent shall be paid monthly in advance on or before the first (1st) day of each month beginning on the Commencement Date. A late charge of one percent (1%) per month will be assessed against past due Rent from the date such Rent became due. Additionally, if Rent is not received by the fifth (5th) day of any month, Lessee shall pay Lessor an additional fee of \$100 or five percent (5%) of the delinquent payment, whichever is greater, to defray costs of collecting and handling such late payment. All accrued interest and late charges shall be paid no later than the first (1st) day of the month following that month in which such interest or late charges accrued.

3.2. **BASE RENT ADJUSTMENTS.** As set forth in this section, the Base Rent shall be adjusted annually based upon the change in the Consumer Price Index (the “CPI”) for all Urban Consumers (the “Annual Adjustment”) and periodically based upon agreement or appraisal the “Periodic Adjustment”).

3.2.1. **Annual Adjustment.** Base Rent for the Premises shall be subject to annual adjustment on the first (1st) day of the month of June and each year thereafter as follows: The monthly Base Rent rates shall be adjusted on each yearly anniversary date by using the CPI for all Urban Consumers published by the United States Department of Labor Bureau of Labor Statistics for the Seattle-Tacoma-Bellevue Metropolitan area. The indexes used shall be those

published for the nearest period preceding the month in which the initial Lease year begins and the same period preceding the anniversary date. The percentage change from the earlier index to the later index shall be multiplied by the Base Rent rate at the beginning of each Lease year and the result added to that beginning Base Rent rate to arrive at the adjusted Base rent rate which will apply to each of the twelve months of the succeeding year, except in no event shall the Base Rent rate be less than the original monthly Base Rate.

3.3 **ABATED RENT:** If this Lease provides for a postponement of any monthly rental payments, a period of free Rent or other Rent concession, such postponed rent or free rent is called the "Abated Rent." Lessee shall be credited with having paid all the Abated Rent on the expiration of the term of this Lease only if Lessee has fully, faithfully and punctually performed all of Lessee's obligations hereunder, including the payment of all Rent (other than the Abated Rent) and all other monetary obligations and the surrender of the Premises in the condition required by this Lease. Lessee acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Lessee's full, faithful and punctual performance of its obligations under this Lease. If Lessee defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such Rent abatement or other Rent concession. In such case, Abated Rent shall be calculated based on the full initial rent payable under this Lease, plus interest thereon at the rate of twelve percent (12%) per annum from date each monthly Rental payment was postponed.

ARTICLE IV

Use of Premises, Condition of Property, Improvements, Removal of Property, Maintenance, and Utilities, Federal Aviation Requirements, Fire Protection, and Off-Street Parking

4.1 **LESSEE'S USE OF PREMISES:** Lessee shall only conduct the following activity on the Premises: Rail unloading and storage of propane, and reloading propane to trucks (the "Authorized Use").

4.1.1 **Default- Unauthorized Use.** Lessee shall be in default under this Lease if it: (i) ceases conducting the Authorized Use for any period exceeding thirty (30) consecutive days; or (ii) conducts any other business or activity on the Premises without first obtaining a validly executed lease modification. In conducting the Authorized Use, Lessee shall properly and fairly serve the public, providing reasonable hours of operation, and suitable service.

4.1.2 **No Flammable or Dangerous Materials.** The Premises shall not be used to store, distribute or otherwise handle flammable or dangerous materials, excepting only such uses which are necessary to conduct the Authorized Use. At the request of Lessor, Lessee shall provide a list of all flammable or dangerous materials stored or used on the Premises.

4.2 **LESSEE INSPECTION - CONDITION OF PROPERTY:** Prior to executing this Lease, Lessee has fully and carefully inspected the Premises. Lessee accepts the Premises, including all existing improvements thereon, "as is" without further maintenance liability on the part of the Lessor, except as specifically noted herein. Lessee is not relying on any representations of Lessor as to condition, suitability, zoning restrictions, or usability, except Lessor's right to grant a lease of the Premises.

4.3 CONSTRUCTION OF TENANT IMPROVEMENTS: The Lessee and Lessor shall abide by the following terms with regard to making tenant improvements on the Premises ("Tenant Improvements").

4.3.1 Tenant Improvements. Subject to obtaining Lessor's prior written approval, Lessee may make and install, at its own expense, such Tenant Improvements as are normal and customary in connection with the Authorized Use set forth herein. Lessee shall develop the Premises consistent with regulatory requirements, including, but not limited to zoning, permitting, Federal Aviation Administration (FAA) requirements and Lessor requirements. The Lessor shall not be required to make any improvements whatsoever. Lessee's contractor, if any, shall be subject to Lessor's approval, not unreasonably withheld. Lessor reserves the right to condition its approval upon the Lessee providing payment and/or performance bonds satisfactory to Lessor. Lessee shall submit plans to, and obtain written approval from, Lessor before commencing any Tenant Improvements. Lessor shall have a reasonable period to review such plans prior to issuing a decision. Lessor may charge Lessee a reasonable fee for staff, consultant or attorney time required to review the plans. All Tenant Improvements which are to be designated fixtures shall be so designated by Lessor upon Lessor's approval of the plans for such improvements. All improvements by Lessee shall conform to the requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq. (the "ADA").

4.3.2 Unauthorized Improvements. Any Tenant Improvements made on the Premises without Lessor's prior written consent or which are not in conformance with the plans submitted to and approved by the Lessor ("Unauthorized Improvements") shall immediately become the property of Lessor, unless Lessor elects otherwise. Regardless of the ownership of Unauthorized Improvements, Lessor may, at its option, require Lessee to sever, remove and dispose of them and return the Premises to its prior condition at Lessee's sole cost and expense, charge Lessee rent for the use of them, or both.

4.4 REMOVAL OF PERSONAL PROPERTY AND TENANT IMPROVEMENTS AT END OF LEASE: Prior to the conclusion of the Lease, Lessee shall remove the following from the Premises:

- a. All of Lessee's equipment;
- b. All of Lessee's personal property;
- c. All Tenant Improvements that are not designated fixtures; and
- d. The following existing improvements: NONE.

4.4.1 Lessor's Remedies. If any of the foregoing items are not removed from the Premises by the conclusion of the Lease or when Lessor has the right of re-entry, then Lessor may, at its sole option, elect any or all the following remedies:

a. To remove any or all the items and to dispose of them without liability to Lessee, Lessor shall not be required to mitigate its damages, to dispose of the items in a commercially reasonable manner, or to make any effort whatsoever to obtain payment for such items. Lessee agrees to pay Lessor's costs and damages associated with Lessee's failure to remove such items, including, but not limited to, the following: storage, demolition, removal, transportation and lost rent (collectively "Disposal Costs"); provided, however, that any net proceeds recovered by Lessor in excess of its Disposal Costs will be deducted from Lessee's

financial obligation set forth herein. Lessee's financial obligations herein shall survive the termination of this Lease.

- b. To have the title to any or all such items revert to Lessor.
- c. To commence suit against Lessee for damages or for specific performance.

The foregoing remedies are cumulative and in addition to any other remedies provided by law, and Lessor shall not be required to elect its remedies.

4.5 MAINTENANCE OF PREMISES: Maintenance and repair of the Premises and all improvements thereon is the sole responsibility of Lessee. Without limiting the generality of the foregoing, Lessee shall maintain the Premises in good condition including, without limitation, repairing all improvements constructed thereon, as well as damage caused to any portion of the Premises or Lessor's property by Lessee, its employees, agents, licensees, invitees or anyone on the Premises or Lessor's property as a result of Lessee's activities.

4.6 UTILITIES AND SERVICES: Lessor will supply the following utilities and services to the Premises: NONE.

4.6.1 Lessee Utility Obligations. With the exception of the above utilities and services, Lessee will arrange and pay for all utility connections and services and distribution of such utilities within the Premises. At the end of this Lease, Lessee shall arrange for such utility services to be terminated and for the final bill to be sent to Lessee. Lessee shall be liable for all utility charges that accrue if it fails to so terminate services.

4.8 FIRE PROTECTION: The Lessee understands that the Lessor has no responsibility to provide fire protection for the Lessee's buildings, property or equipment located in or upon the leased Premises. It shall be the exclusive responsibility of the Lessee to provide for its own fire protection, including, but not limited to, promptly paying all fire district service charges when due. In this regard, the Lessee understands that it is the Lessee's responsibility and duty to include the value of its buildings, property, and equipment to appropriate County authorities for personal property tax purposes through which fire district service charges are paid. Failure of the Lessee to accurately list its improvements or promptly pay its fire district service charges when due, shall be a breach of this Lease and shall be grounds for the Lessor to terminate this Lease agreement. The Lessee shall promptly provide the Lessor with a copy of its personal property declaration within seven (7) days from the time such declaration is made to the Kitsap County Assessor.

4.9 OFF STREET PARKING: Lessee agrees to provide space for the parking of vehicles in the number necessary to comply with applicable regulations and otherwise to accommodate its normal business requirements on the Premises included within this Lease; and not use any public streets, rights-of-way or other properties not included in this Lease for the parking of said vehicles.

ARTICLE V

Insurance and Financial Security

5.1 CASUALTY LOSS OF LESSEE: The parties hereto agree that the Lessor, its commissioners and employees, Lessor's insurance carrier and Lessor's casualty policy shall not

be responsible to the Lessee for any property loss or damage done to the Lessee's property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be the Lessee's sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Lessor, Lessee, third party, or act of nature. Lessee hereby releases and discharges the Lessor its commissioners and employees, Lessor's insurance carrier and Lessor's casualty policy from any claims for loss or damage to Lessee's property.

5.2 INSURANCE: Lessee shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property located on the Premises or Lessor's property) arising on the Premises or Lessor's property as a result of, or arising out of, Lessee's operations under this Lease. The limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate unless the Lessee requests, and Lessor approves in writing, a lesser liability limit. If the Lessee maintains higher insurance limits than the minimums required herein, the Lessor shall be insured for the full available limits of Commercial General and/or Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the Lessor evidences the lower limits of liability set forth above. Lessor may impose changes in the limits of liability: (i) on any Adjustment Date; (ii) as a condition of approval of assignment or sublease of this Lease; (iii) upon any breach of the environmental liability provision herein; (iv) upon a material change in the condition of any improvements; or (v) upon a change in the Authorized Use. If the liability limits are changed, Lessee shall obtain new or modified insurance coverage within thirty (30) days after changes in the limits of liability are required by Lessor. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Lessee and to Lessor.

5.2.1 Policy Provisions. The foregoing insurance policy shall name Lessor as an additional named insured by way of a policy endorsement. Lessee shall provide certificates of insurance and, if requested, copies of any policy to Lessor. Receipt of such certificate or policy by Lessor does not constitute approval by Lessor of the terms of such policy. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to Lessor except upon forty-five (45) days' prior written notice from the insurance company to Lessor; (iii) contain an express waiver of any right of subrogation by the insurance company against Lessor and Lessor's elected officials, employees or agents; (iii) expressly provide that the defense and indemnification of the Lessor as an "additional insured" will not be effected by any act or omission by Lessee which might otherwise result in a forfeiture of said insurance; iv) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; v) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vi) provide for coverage for damage to the Lessor's property caused by the Lessee.

5.2.2 Failure to Obtain and Maintain Insurance. If Lessee fails to procure and maintain the insurance described above, Lessor shall have the right, but not the obligation, to procure and maintain substitute insurance and to pay the premiums. Lessee shall pay to Lessor upon demand the full amount paid by Lessor.

5.2.3 **Prudent Business Insurance.** The Lessee believes and states that the insurance obligation herein does not exceed that which the Lessee would otherwise normally place upon itself and obtain in order to operate its business in a prudent manner.

5.3 **FINANCIAL SECURITY:** In compliance with the requirements of state law, Lessee agrees that it will secure the performance of the rental portion of this Lease by procuring and maintaining, during the term of this Lease, a corporate surety bond, or by providing other financial security satisfactory to Lessor (herein referred to as the "Bond"), in an amount not less than six (6) months' Base Rent, plus state leasehold excise tax. The Bond shall be in a form and issued by a surety company acceptable to Lessor and shall comply with the requirements of Washington law. Lessee shall obtain such Bond and forward evidence thereof to Lessor within fourteen (14) days of execution of this Lease, but in no event later than the Commencement Date of this Lease. Failure to comply with this requirement shall be grounds for termination of this Lease without notice by Lessor. Such Bond shall be kept always in effect during the term of this Lease; failure to comply with this requirement shall render Lessee in default. The Bond shall be increased annually to reflect any adjustments in annual Rent. Upon any default by Lessee in its obligations under this Lease, Lessor may collect on the Bond to offset the liability of Lessee to Lessor. Collection on the Bond shall not relieve Lessee of liability, shall not limit any of Lessor's other remedies, and shall not reinstate or cure the default or prevent termination of the Lease because of the default.

ARTICLE VI

Environmental Liability

6.1 **ENVIRONMENTAL INDEMNIFICATION:** Lessee shall defend (with legal counsel reasonably suitable to Lessor, indemnify and hold Lessor harmless from any and all claims, demands, judgments, orders or damages resulting from Hazardous Substances on the Premises or Lessor's property caused in whole or in part by the activity of the Lessee, its agents, subtenants, or any other person or entity (i) on the Premises as a result of, arising out of, or relating to Lessee's operations under this Lease or any previous lease or agreement or (ii) on the Lessor's property as a result of, arising out of, or relating to Lessee's operations under this Lease or any previous lease or agreement. It is the intent of the parties that Lessee shall be responsible and shall defend and hold Lessor harmless from any Hazardous Substances that have or may occur on the Premises or Lessor's property as a result of, arising out of, or relating to Lessee's operations since Lessee first occupied the Premises or other portion of the Lessor's property through this Lease or any previous lease or agreement with Lessor. The term "Hazardous Substances" as used herein shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 USC Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sec. 1251 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, RCW 70.105D, all as amended and subject to all regulations promulgated thereunder.

6.1.1 **Unconditional Environmental Obligations.** Lessee's defense and indemnity obligations under this article are unconditional, shall not be discharged or satisfied by Lessor's re-entry of the Premises or exercise of any other remedy for Lessee's default under this Lease, shall continue in effect after any assignment or sublease of this Lease, and shall continue in effect after the expiration or earlier termination of this Lease.

6.1.2 **Environmental Investigations.** Although Lessee shall not be liable for any Hazardous Substances on the Premises that was not caused in whole or in part by the activity of the Lessee, its agents, subtenants, or any other person or entity on the Premises as a result of, arising out of, or relating to Lessee's operations under this Lease or any previous lease or agreement, Lessee shall be responsible for the costs of any environmental investigations or remediation arising from the development or use of the Premises by Lessee, and Lessee hereby releases the Lessor from any contribution claim for those costs. By way of example only, if the Lessee excavates soil on the Premises which contains Hazardous Substances, then the Lessee will be responsible for the cost associated with disposing of those soils regardless of when or how the Hazardous Substances were released into those soils..

6.2 **CURRENT CONDITIONS AND DUTY OF LESSEE:** Lessor makes no representation about the condition of the Premises. Hazardous Substances may exist in, on, under or above the Premises. Lessee should, but is not required to, conduct environmental assessments or investigations of the Premises prior to or during this Lease to determine the existence, scope and location of any Hazardous Substances. If there are any Hazardous Substances in, on, under or above the Premises as of the Commencement Date, Lessee shall exercise the utmost care with respect to the Hazardous Substances, the foreseeable acts or omissions of third parties affecting the Hazardous Substances, and the foreseeable consequences of those acts or omissions.

6.2.1 **Prior Notice of Environmental Investigation.** Prior to conducting any environmental investigation of the subsurface of the Premises, the Lessee shall provide prior written notice to the Lessor. Lessee shall provide the Lessor with the results of all such investigations.

6.3 **NOTIFICATION AND REPORTING:** Lessee shall immediately notify Lessor if Lessee becomes aware of any of the following:

- a. A release or threatened release of Hazardous Substances in, on under or above the Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Premises;
- b. Any problem or liability related to or derived from the presence of any Hazardous Substance in, on under or above the Premises, any adjoining property or any other property subject to use by Lessee in conjunction with its use of the Premises;
- c. Any actual or alleged violation of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances with respect to the Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Premises; or
- d. Any lien or action with respect to any of the foregoing.

6.3.1 **Copies of All Environmental Reports.** Lessee shall, at Lessor's request, provide Lessor with copies of any and all reports, studies or audits which pertain to environmental issues or concerns with the Premises, and which are or were prepared by or for Lessee and submitted to any federal, state or local authorities pursuant to any federal, state or local permit, license or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System permit, any Army Corps of Engineers permit, any State Hydraulics permit, any State Water Quality certification, or any Substantial Development permit.

ARTICLE VII
Miscellaneous Provisions

7.1 **APPRAISAL**: When Base Rent is to be determined by appraisal, the process in this article shall govern. Within seven (7) calendar days from the Rental Renegotiation Deadline, Lessor and Lessee shall mutually agree upon a disinterested, MAI certified appraiser with at least ten (10) years' experience appraising property in Kitsap County to perform an appraisal of the fair market rental rate for the Premises. The appraiser's costs shall be shared equally by the parties. The rental rate arrived at in the appraisal shall constitute the new Base Rent, which shall be retroactive to the Adjustment Date.

7.1.1 **Failure to Agree on Appraiser**. If Lessor and Lessee cannot mutually agree upon an appraiser by the end of the seventh (7th) day as set forth above, then each party shall select an MAI certified appraiser to perform an appraisal of the fair market rental value of the Premises. Each party shall bear the costs of its own appraisal. The appraisals shall be completed no later than ninety (90) days after the Rental Renegotiation Deadline (herein this date shall be referred to as the "Appraisal Completion Date"). The average of the two (2) appraisals shall apply to Paragraph 7.1 above. If either of the appraisals is not timely completed on or before the Appraisal Completion Date, and unless there were circumstances beyond the appraisers' control that prevented its timely completion, then the appraisal that was timely completed shall apply to Paragraph 7.1 above.

7.2 **LESSEE WILL OBTAIN PERMITS**: Lessee agrees to obtain and comply with all necessary permits for any Tenant Improvements and to conduct the Authorized Use. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all costs incurred by Lessor relating to Lessee's failure, including actual attorneys' fees. In this way, Lessee agrees to be solely responsible for all damages, costs and expenses incurred as a result of Lessee's failure to fully comply with any necessary permit process and requirements, except to the extent of Lessor's negligence, willful misconduct or failure to cooperate in good-faith with Lessee for purposes of obtaining any necessary permits, if any.

7.3 **LIENS**: Lessee agrees to keep the Premises described herein free and clear of all liens and charges whatsoever. Lessee shall not allow any mechanics' and materialmen's or other liens to be placed upon the leased Premises. If such a lien is placed or recorded, Lessee shall cause it to be discharged of record, at its own expense, within ten (10) days of Lessor's demand. Failure to comply with Lessor's demand within ten (10) days shall be a default under the terms of this Lease.

7.4 **INDEMNIFICATION AND HOLD HARMLESS**: The Lessee agrees that it will defend (with legal counsel reasonably acceptable to Lessor), indemnify and hold harmless the Lessor, its officers, employees and agents from any and all demands, claims, judgments or liability for loss or damage arising as a result of accidents, injuries or other occurrences on the Premises or on Lessor's property, (i) caused by either the negligent or willful conduct of the Lessee, its agents, or (ii) made by any persons or entity holding under the Lessee, or any person or entity on the Premises or on the Lessor's property as a result of Lessee's activity, regardless of who the injured party may be. This indemnification and hold harmless shall not apply to the extent the damages was caused by the negligence or willful misconduct of the Lessor.

7.5. LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES:

For purposes of the foregoing indemnification provision, and only to the extent of claims against Lessee by Lessor under such indemnification provision, Lessee specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

7.6 LAWS AND REGULATIONS: Lessee agrees to conform to and abide by all applicable rules, codes, laws, regulations, and Port policies in connection with its use of the Premises and the construction of improvements and operation of Lessee's business thereon and not to permit said Premises to be used in violation of any applicable rule, code, law, regulation, Port policy, or other authority.

7.6.1 Environmental Laws and Regulations. Lessee's obligations herein shall include, but in no way be limited to, the obligation to comply with all State and Federal environmental laws and regulations. Lessee shall defend (with legal counsel acceptable to Lessor), indemnify and hold harmless the Lessor from any fine, penalty or damage which may be imposed by any lawful authority, which may arise as a result of the Lessee's failure to comply with the obligations of this article.

7.7 WASTE AND REFUSE: Lessee agrees not to allow conditions of waste and refuse to exist on the Premises and to keep the Premises in a neat, clean and orderly condition in a commercially reasonable manner consistent with the Authorized Use.

7.8 TAXES AND ASSESSMENTS: Lessee agrees to pay all taxes assessed against the leasehold interest and a pro rata share of any assessments made against the Premises for installation of public utility systems, based upon a reasonable overall sharing program among all properties within the assessment area.

7.9 SIGNS: No signs shall be installed without the prior written permission of Lessor. In the event that an unauthorized sign has been installed and after twenty-four hours (24) notification to remove the sign by the Lessor, Lessee shall pay the Lessor a penalty of \$100 per day for each day the sign remains in place after such notification. The penalty shall automatically resume, without notice, if the sign is reinstalled after having been removed. The penalty accrued shall be paid with the next month's Base Rent. In addition, the Lessor reserves the right to provide notice of, and treat an unauthorized sign as, a non-monetary default of this Lease.

7.10 EQUAL OPPORTUNITY: Lessee agrees that in the conduct of activities on the Premises, it will be an equal opportunity employer in accordance with Title VII of the Civil Rights Act of 1964, 42 USC §2000 et seq. and shall comply with all requirements of the ADA.

7.11 LITIGATION: In the event Lessor shall be made a party to any litigation commenced by or against Lessee (other than actions commenced by Lessee or Lessor concerning the interpretation or enforcement of any of the terms and conditions of this Lease), then Lessee agrees to pay all costs, expert witness fees, and attorneys' fees, including all customary charges incurred by Lessor in connection with such litigation. However, if Lessor is made a

party defendant and Lessee undertakes the defense of the action on behalf of Lessor, then no obligation for costs and attorneys' fees will be chargeable against Lessee by Lessor for costs arising out of such undertaking.

7.12 ASSIGNMENT OF LEASE: Lessee shall not assign, rent or sublease any portions of this Lease or any extension thereof, without the prior written consent of Lessor, and no rights hereunder in or to said Premises shall pass by operation of law or other judicial process, or through insolvency proceedings. Otherwise, the rights and obligations hereof shall extend to and be binding upon their respective successors, representatives and assigns, as the case may be. Lessee shall furnish Lessor with copies of all such subassignment, sublease or rental documents. For the purposes of this Lease, any change of ownership including sale, liquidation or other disposition of some or all of the corporate stock or limited liability company units will be considered an assignment. Should the Lessor consent to an assignment made by the Lessee for the purposes of obtaining a loan or other consideration from a third party, then the Lessor's consent shall be made in accordance with the consent to assignment document used by Lessor for these specific assignments. A copy of this consent form shall be provided by Lessor upon request of Lessee.

7.12.1 Remedy if Lessor Denies Assignment. If Lessor refuses to consent to an assignment, Lessee's sole remedy shall be the right to bring a declaratory judgment action to determine whether Lessor was entitled to refuse such assignment under the terms of this Lease.

7.12.2 No Waiver of Future Consents. No consent by Lessor to any assignment or sublease shall be a waiver of the requirement to obtain such consent with respect to any other or later assignment or sublease. Acceptance of Rent or other performance by Lessor following an assignment or sublease, whether or not Lessor has knowledge of such assignment or sublease, shall not constitute consent to the same nor a waiver of the requirement to obtain consent to the same.

7.12.3 Transfer Fee. An administrative handling and transfer fee ("Transfer Fee") of Three Hundred Dollars (\$300.00) shall be payable by Lessee to Lessor if Lessee requests the Lessor's consent to a proposed assignment (including an assignment to a creditor for security purposes), or sublease. Such Transfer Fee shall be submitted to the Lessor at the same time that Lessee requests the Lessor's consent to the proposed sublease or assignment.

7.12.4 Attorneys' Fees. In addition to the Transfer Fee, Lessee shall pay Lessor's reasonable and customary attorneys' fees incurred relating to the Lessee's request for Lessor's consent to a proposed assignment. Lessee's failure to remit this amount within sixty (60) days of the mailing of the notice of such charges shall constitute a default under this Lease. Notwithstanding anything to the contrary herein, the Lessee shall not be obligated to reimburse the Lessor in any case where an assignment or sublease is not accomplished due to total refusal on the part of Lessor to grant its consent to the request.

7.12.5 Excess Rent. If, pursuant to any assignment or sublease, Lessee receives rent, either initially or over the term of the assignment or sublease: i) in excess of the Rent called for hereunder, or ii) in the case of a sublease of a portion of the Premises, in excess of such Rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder are appropriately taken into account, Lessee shall pay to Lessor, as Additional Rent hereunder, fifty percent (50%) of the excess of each such payment of Rent received by Lessee after its receipt.

7.12.6 Lessee's Liability on Assignment or Sublease. If this Lease is assigned, or if the underlying beneficial interest of Lessee is transferred, or if the Premises or any part thereof is sublet to or occupied by anybody other than Lessee, Lessor may collect Rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. No assignment or subletting shall affect the continuing primary liability of Lessee (which, following assignment, shall be joint and several with the assignee), and Lessee shall not be released from performing any of the terms, covenants and conditions of this Lease.

7.12.7 Proceed Against Lessee. Notwithstanding any assignment or sublease, or any indulgences, waivers or extensions of time granted by Lessor to any assignee or sublessee or failure of Lessor to take action against any assignee or sublease, Lessee hereby agrees that Lessor may, at its option, proceed against Lessee without having taken action against or joined such assignee or sublessee, except that Lessee shall have the benefit of any indulgences, waivers and extensions of time granted to any such assignee or sublessee.

7.12.8 Assignee/Sublessee Insurance. In the event the Lessor approves an assignment or sublease hereunder, such assignee or sublessee shall provide Lessor with insurance certificates and/or endorsements evidencing such assignee's or sublessee's compliance with the insurance provisions set forth herein including, but not limited to, the endorsement of Lessor as an additional insured under such policy or policies.

7.13 DEFAULT, CROSS DEFAULT, AND REMEDIES:

7.13.1 Monetary Defaults. Failure to pay Rent or any other monetary obligations by the first day of each month shall constitute a default under the terms of this Lease. If Lessee is in default in the payment of Rent or other monetary obligations then, at Lessor's sole option, upon ten (10) days' written notice, this Lease may be terminated, and Lessor may enter upon and take possession of the Premises. Without limiting the generality of the foregoing, Lessee expressly authorizes Lessor to obtain a prejudgment writ of restitution in the event of default by Lessee. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

7.13.2 Non-monetary Defaults. If Lessee shall fail to perform any term or condition of this Lease, other than the payment of Rent or other monetary obligations, then Lessor, upon providing Lessee thirty (30) days' written notice of such default, may terminate this Lease and enter upon and take possession of the Premises. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

7.13.3 Other Defaults. The following shall also constitute a default under the terms of this Lease: A default by Lessee under any other agreement or lease with the Lessor; insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest; and failure of Lessee to secure a discharge of the attachment or release of the levy of execution within ten (10) days.

7.13.4 Multiple Defaults in a Year. If within any one (1) year period, Lessor serves upon the Lessee three notices requiring Lessee either to: (i) comply with the terms of this Lease or to vacate the Premises or (ii) pay Rent or vacate (collectively referred to herein as "Default Notices"), then Lessee shall, upon a subsequent violation of any term of this Lease by the Lessee (including failure to pay Rent), be deemed to be in unlawful detainer, and Lessor may, in addition to any other remedies it may have, immediately terminate the Lease and/or commence an unlawful detainer action without further notice to Lessee.

7.13.5 Cross-Default. A default under this Lease shall constitute a default under any other lease or agreement which Lessee has with Lessor (hereinafter such other agreements shall be referred to as "Collateral Agreements"). Likewise, any material breach or default under a Collateral Agreement shall be deemed a material breach or default under the terms of this Lease. If a Collateral Agreement is terminated for a material breach or default of Lessee, then Lessor shall, without limiting any other remedies it may have, be entitled to terminate this Lease upon five (5) days' written notice to Lessee.

7.13.6 Other Remedies. In addition to the foregoing remedies specified in this article, Lessor may exercise any remedies or rights under the laws of the State of Washington including, but not limited to, recovering damages for past due rent, future rent, costs to re-let the Premises, and costs to restore the Premises to its prior condition (reasonable wear and tear excepted). Under no circumstances shall Lessor be held liable in damages or otherwise by reason of any lawful re-entry or eviction. Lessor shall not, by any re-entry or other act, be deemed to have accepted any surrender by Lessee of the Premises or be deemed to have otherwise terminated this Lease or to have relieved Lessee of any obligation hereunder. Lessor shall be under no obligation to observe or perform any covenant of this Lease after the date of any material default by Lessee unless and until Lessee cures such default. A fee of Five Hundred Dollars (\$500.00) shall be assessed to Lessee for each Default Notice issued to Lessee to defray the costs associated with preparing, issuing, and serving such notice. This fee shall be payable on the first (1st) day of the month following the issuance of the Default Notice.

7.14 TERMINATION: This Lease shall terminate for default if Lessee fails to cure any default within the time provided for herein. Upon termination of this Lease or any extension thereof, whether by expiration of the stated term or sooner termination thereon, as herein provided, Lessee shall surrender to Lessor the Premises peaceably and quietly. Lessee shall restore the Premises to the condition existing at the time of initiation of this Lease, except for: (i) normal wear and tear, and (ii) any improvements which Lessor permits to remain on the Premises.

7.15 NON-WAIVER: Neither the acceptance of Rent nor any other act or omission of Lessor after a default by Lessee or termination shall operate as a waiver of any past or future default by Lessee, or to deprive Lessor of its right to terminate this Lease or be construed to prevent Lessor from promptly exercising any other right or remedy it has under this Lease. Any waiver by Lessor shall be in writing and signed by Lessor in order to be binding on Lessor.

7.16 NOTICES: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses set forth in Article I, above, or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served: i) on the date set by email if email is sent during regular business hours or, if sent outside of normal business hours, at 8:00 am on the next regular business day, ii) on the date of actual delivery, or iii) first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

7.17 **AGENT FOR SERVICE:** Lessee agrees that if Lessee is in unlawful detainer, pursuant to Chapter 59.12 RCW, and Lessor is unable to serve Lessee with the unlawful detainer pleadings after one service attempt, then Lessor shall be deemed to have complied with the service requirements of Chapter 59.12 RCW if it mails such pleadings via certified mail to the address set forth in the notice section of this Lease and posts such pleadings in a conspicuous location on the Premises. Service shall be deemed complete on the third (3rd) day following the day of posting or day of mailing, whichever is later.

7.18 **SECURITY:** Lessee specifically acknowledges that Lessor has no duty to provide security for any portion of the Premises or Property. Lessee assumes sole responsibility and liability for the security of itself, its employees, customers, and invitees, and their respective property in or about the Premises or Property. Lessee agrees that to the extent Lessor elects to provide any security, Lessor is not warranting the effectiveness of any such security personnel, services, procedures or equipment and that Lessee is not relying and shall not hereafter rely on such security personnel, services, procedures, or equipment. Lessor shall not be responsible or liable in any manner for failure of any such security personnel, services, procedures, or equipment to prevent or control, or apprehend anyone suspected of personal injury or property damage in, on or around the Premises or Property or Property.

7.19 **QUIET ENJOYMENT:** Lessor acknowledges that it has ownership of the Premises and that it has the legal authority to lease the Premises to Lessee. Lessor covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Lease so long as Lessee complies with this Lease and subject to Lessor's right of entry onto the Premises as set forth herein.

7.19.1 **Easements.** The Lessor reserves the right to grant easements and other land uses on the Premises to others when the easement or other land uses applied for will not unduly interfere with the use to which the Lessee is putting the Premises or interfere unduly with the approved plan of development for the Premises.

7.19.2 **Closure by Government Order.** Lessee understands that various federal agencies, including the Department of Homeland Security and U.S. Coast Guard, have the authority to restrict access to certain areas on property owned by Lessor in order to counter a terrorist or other threat. Such restrictions could impact Lessee's ability to access the Premises for an indefinite period of time. Since such restrictions on access are outside the control of Lessor, Lessee agrees that such interruptions shall not be deemed a violation of this Lease or the Covenant of Quiet Enjoyment.

7.20 **LESSOR MAY ENTER PREMISES:** It is agreed that the duly authorized officers or agents of Lessor may enter to view said Premises at any time, and if the business or normal function of Lessor should at any time require that it enter upon the Premises to perform any work or make any improvements, it may do so, but not in such manner as to materially injure Lessee with its normal and usual operation.

7.21 **TIME:** It is mutually agreed and understood that time is of the essence of this Lease and that a waiver of any default of Lessee shall not be construed as a waiver of any other default.

7.22 **INTERPRETATION:** This Lease has been submitted to the scrutiny of the parties hereto and their counsel, if desired. In any dispute between the parties, the language of this Lease shall, in all cases, be construed as a whole according to its fair meaning and not for or against

either the Lessor or the Lessee. If any provision is found to be ambiguous, the language shall not be construed against either the Lessor or Lessee solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Lease.

7.23 **HOLDING OVER:** If the Lessee remains in possession of said Premises after the date of expiration of this Lease without Lessor's prior written consent, such holding over shall constitute and be construed as tenancy at sufferance only, at a monthly rent equal to one hundred fifty percent (150%) of the Base Rent owed during the final month of the Term of this Lease and otherwise upon the terms and conditions in this Lease. If Lessee holds over with Lessor's prior written consent, then until such time as a new written Lease is executed by the parties hereto, Lessee shall continue to make payments to Lessor on a month-to-month basis as provided for in this Lease. Such authorized holdover tenancy may be terminated by either party at the end of any such monthly period by sending written notice not less than five (5) days before the end of such period. Such authorized holdover tenancy shall be subject to all terms and conditions contained herein.

7.24 **SURVIVAL:** All obligations of the Lessee, as provided for in the Lease, shall not cease upon the termination of this Lease and shall continue as obligations until fully performed. All clauses of this Lease which require performance beyond the termination date shall survive the termination date of this Lease.

7.25 **GOVERNING LAW:** This Lease, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action jurisdiction and venue shall lie exclusively in Kitsap County, Washington and not in any federal court.

7.26 **ATTORNEY FEES-LEASE ENFORCEMENT:** The prevailing party in any action to enforce any term or condition of this Lease shall be entitled to an award of their reasonable costs and attorney fees.

7.27 **ESTOPPEL CERTIFICATES:** At Lessee's request, Lessor agrees to execute and deliver to Lessee or its lender(s), a customary estoppel certificate in a form acceptable to the Lessor which sets forth the following information: (i) the terms and conditions of this Lease, (ii) the status of the Rent payments under the Lease; and (iii) Lessor's knowledge of any breaches or anticipated breaches of the Lease. Lessor shall have no obligation to execute an estoppel certificate which requests any information other than as set forth above. A failure to reimburse Lessor within sixty (60) days of the mailing of notice of such charges shall constitute a default under the terms of this Lease.

7.28 **ATTORNMEN:** In the event the Premises are sold, Lessee shall attorn to the purchaser upon the sale provided that the purchaser expressly agrees in writing that, so long as Lessee is not in default under the Lease, Lessee's possession and occupancy of the Premises will not be disturbed and that such purchaser will perform all obligations of Lessor under the Lease.

7.29 **COUNTERPARTS AND ELECTRONIC TRANSMISSION:** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

7.30 **ENTIRE AGREEMENT:** This Lease contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Lease which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease executed with all necessary legal formalities by the Commission of the Port of Bremerton.

7.31 **VALIDATION:** IN WITNESS WHEREOF, Lessor has caused this instrument to be signed by its President and Secretary by authority of the Commission of the Port of Bremerton, and this instrument has been signed and executed by Lessee, the day and year first above written.

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THIS LEASE CONTAINS INDEMNIFICATIONS FROM THE LESSEE TO THE LESSOR, RELEASES BY THE LESSEE AND A LIMITED WAIVER OF IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES

LESSEE:

CHS INC.



Michael Johnston
Its: Senior Vice President

LESSOR:

PORT OF BREMERTON

Axel Strakeljahn
Its: President

Gary Anderson
Its: Vice President

Cary Bozeman
Its: Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Axel Strakeljahn, Gary Anderson, and Cary Bozeman to me known to be the Commissioners of the Port of Bremerton and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, residing at _____
My commission expires: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this day before me, the undersigned, a Notary Public in and for the State of Minnesota, duly commissioned and sworn, personally appeared Michael Johnston to me known to be the Senior Vice President of CHS Inc. and acknowledged the said instrument to be the free and voluntary act and deed of said corporation/company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation/company.

GIVEN under my hand and official seal this 25 day of JULY, 2022.



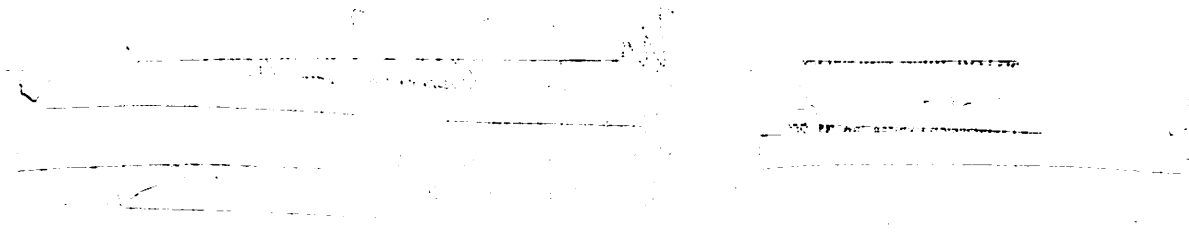
Martha Jane Magnuson
Print Name: MARTHA JANE MAGNUSON
NOTARY PUBLIC in and for the
State of Minnesota, residing at ROSEMOUNT
My commission expires: 01/31/2026

EXHIBIT "A"
Legal Description and Map of Premises

[Faint, illegible text, likely a legal description or map reference]

[Faint, illegible text, likely a legal description or map reference]

[Faint, illegible text, likely a legal description or map reference]



PORT OF BREMERTON

AGENDA SUMMARY

Agenda Item No: Action Item #2
Subject: Port Orchard Properties Environmental Remediation
Exhibits: Contract for Services – Pioneer Technologies Corporation
Prepared By: James Weaver, Director of Marine Facilities
Meeting Date: August 8, 2022

Summary:

This contract is a multi-year time and materials contract to conduct hazardous substance and/or petroleum mitigation and remediation including federal and state compliance, reporting, and grant preparation for properties located at 521 and 525 Bay Street, Port Orchard, Washington.

The Port of Bremerton recently acquired the properties located at 521 and 525 Bay Street, Port Orchard, Washington. Former petroleum tanks and soils analysis were present on the property and a Phase 1 and Phase 2 hazardous substance reports were conducted for the property soils. The contract is for environmental soils remediation for these properties.

The Request for Qualifications was issued on March 23, 2022, for the Port Orchard Properties Environmental Soils Remediation services and seven submittals were received. A review committee was convened that included Port Operations Officer Fred Salisbury, Business Development Director Arne Bakker, Marine Facilities Director James Weaver and Marina maintenance lead, Brian Robinson collectively reviewed the seven statements of qualifications received, and after deliberation of the best qualities needed for this important project, unanimously selected Pioneer Technologies for the Port to begin the contract process.

The contract scope of work includes multiple components related to site assessment, remediation feasibility analysis, implementation of the soil remediation plan, soils testing, reporting to State and Federal agencies all to support a successful project to meet all regulatory requirements.

As a public entity, the ownership of these properties allows the work to qualify for a federal Brownfield Cleanup grant. Additional scope duties include submission of Federal Brownfield Cleanup grants for reimbursement of the contract activities.

The Port staff have worked closely with the consultant team to refine the scope of this contract and ensure the Port is well positioned for an efficient and successful project. The time and materials contract administration is to be phased, with phase progress based upon investigation results, alternative solution costing, and also may be based upon grant approvals.

The contract was approved by legal counsel and the insurance provisions have been reviewed by the Port Chief Financial Officer.

Fiscal Impact:

Total contract amount for services over multiple years is \$500,000 total with the initial phase of \$125,000 as a maximum expenditure for this project from the approved 2022 Capital Budget and future phases proposed each year for the future 2023, 2024, & 2025 budgets will be at the option of the commission should they choose to approve the additional costs based on the evaluation from phase 1. The contract expenditure is intended to be grant reimbursed for a federal Brownfield Grant which has a maximum reimbursement amount of \$500,000.

Strategic Purpose:

Goal 6. Develop and fund a 20-year asset replacement/major maintenance schedule.

Recommendation:

Port staff recommends the approval of the Port Orchard Properties environmental remediation contract with Pioneer Technologies.

Motion for Consideration:

Move to approve the Port Orchard Properties environmental remediation contract with Pioneer Technologies and authorize the CEO to execute the contract.

CONSULTANT AGREEMENT

This agreement is made this ____ day of _____, 2022, between the PORT OF BREMERTON ("Port"), a municipal corporation and Pioneer Technologies, Inc. ("Consultant"), for the furnishing of professional services for Environmental Soils Remediation for 521 and 525 Bay Street, Port Orchard, WA, hereinafter referred to as the "Project".

The Port and the Consultant agree as set forth below:

I. SCOPE:

The Consultant shall provide all necessary professional services for this project to accomplish the work specified in Attachment A (as clarified in Attachment D) hereto or which may hereafter be required by the Port.

II. COMPENSATION:

The Port shall compensate the Consultant for work described in Attachment A (as clarified in Attachment D) in accordance with the mutually agreed upon "Fee Proposal" as set forth in Attachment C. Payment of compensation specified shall be made monthly. Consultant should forward requests for payment within 10 days after the end of the month. Payment shall be made 30 days from date invoice is received by the Port.

- A. Upon execution of this Agreement, the Consultant may submit requests for payment for professional services rendered from the date of execution of this Agreement. Consultant will be compensated for these services in accordance with the terms of this Agreement. All sums paid by the Port in this regard are a part of the maximum authorized compensation for the project.
- B. Compensation will only be made to the extent to which the Consultant has documented evidence of fees earned and provides supporting documentation for expenses incurred during the period for which payment is requested. All billings shall be to the Port of Bremerton, 8850 SW State Hwy 3, Bremerton, WA 98312.
- C. Reimbursable expenses in connection with the Agreement include, but are not limited to postage, fax, long distance calls, mileage, travel, reproductions, plots, and other fees expended on behalf of the project, etc. All reimbursable expenses will be at cost plus 8%. The Consultant shall obtain the Port's prior written approval before incurring any reimbursable expense in excess of \$10,000.
- D. Adjustments to Rates. Upon 30 days' notice to Port, Consultant may adjust the Rates as described in this Section. The first price adjustment cannot be effective earlier than twelve months after the Effective Date. Any subsequent price adjustment cannot

be effective earlier than twelve months after any previous adjustment. The then-current Rate may be increased by Consultant, beginning in the first full month after the notice is effective, by 100 percent of the percentage that the Bureau of Labor Statistics Consumer Price Index – All Urban Consumers (as published by the Bureau of Labor Statistics of the Department of Labor) increased during the past year (determined by comparing the index for the month prior to the notice to what the index was in such month in the preceding year). However, any such increase cannot exceed five percent (5%) and Consultant must substantiate, to Port's satisfaction, that its actual costs increased by such amount. The notice from Consultant shall specify the adjusted Rates.

III. MAXIMUM AUTHORIZED COMPENSATION:

The maximum authorized compensation for the services required to perform the work described in Attachment A (as clarified in Attachment D) is \$500,000 and shall not be exceeded without the written authorization of the Port. The maximum authorized compensation during the 2022 fiscal year as a portion of the work for services identified in Attachment A (as clarified in Attachment D) shall not exceed \$125,000. Consultant shall insure that their services are allocated so as to complete all tasks of the work as described in Attachment A (as clarified in Attachment D). As outlined in Attachment D, one or more contract amendments may be necessary to increase the aforementioned maximum authorized compensation.

IV. CHANGES:

The Port may, at any time, make changes in the scope of the work specified in Attachment A. If, in the opinion of the Consultant, such changes will require the Consultant to exceed the maximum authorized compensation specified in paragraph III, the Consultant shall make a request, in writing, for an equitable adjustment in the maximum authorized compensation. Such requests shall be transmitted prior to incurring any item of fee or expense related to the change in scope. Retroactive requests for equitable adjustment shall not be considered by the Port. The amount of any equitable adjustment shall be negotiated by the parties, however, the inability of the parties to reach an agreement as to the amount of such equitable adjustment shall not delay the performance of work described by this Agreement or changes authorized by this paragraph.

V. ACCOUNTING RECORDS:

Records of fees or expenses incurred described in paragraphs II.A and B shall be kept on a generally recognized accounting basis acceptable to the Port. The Consultant agrees to make such records and supporting documentation available to authorized representatives of the Port and any Federal agency or agencies charged with the administration of grant money for this project, both during the project and for three (3) years following the final payment for services rendered or termination of Consultant's services under this Agreement.

VI. RESPONSIBILITIES OF THE PORT:

- A. The Port shall designate a project management team to coordinate and review the work of the Consultant and to coordinate the work of the Consultant with all agencies and individuals involved with the Project. Project Manager for the Port is James Weaver. The Consultant is expected to work closely with the Project Manager and team throughout the duration of this Agreement.
- B. All drawings for this project shall be made electronically with a sheet size of 24" by 36" using AutoCAD 14 or a higher version or ArcGIS. Electronic AutoCAD .dwg, ArcGIS shapefiles, and/or Adobe PDF files shall be provided to the Port.
- C. As an accommodation to the Consultant, the Port will, upon request, furnish without charge such structural, mechanical, soils, chemical and other laboratory tests, inspections and reports as it may have in its possession or hereafter obtain. Such information shall be for general guidance only, and the Port in no way warrants its sufficiency, adequacy or correctness, or any interpretations, deductions or conclusions derived therefrom. The use of such information for any purpose shall be at the sole risk and responsibility of the Consultant who shall, prior to such use, have satisfied itself that such information is adequate for such use.
- D. The Port shall furnish property and topographic surveys for this project. Prior to use of information contained in such surveys, the Consultant shall satisfy itself that such surveys are adequate and correct and shall immediately notify the Port of any errors, omissions, or inconsistencies found therein.

VII. DESIGNATION OF CONSULTANT PROJECT MANAGER:

The Consultant has designated Troy Bussey as Project Manager for this Project. This designation shall not be changed without the prior written approval of the Port.

VIII. OWNERSHIP OF DOCUMENTS:

The Consultant shall transmit to the Port the original of all final drawings, prints, plans, field notes, specifications, design computations, calculations and other project documents as requested by the Port. These documents will be maintained by the Port as a part of its contract file.

All drawings, prints, plans, field notes, specifications, design computations, calculations and other documents prepared or obtained for use in this project shall become the property of the Port and may be utilized by the Port, or its agents, for any purpose whatever without fee, royalty, or other payment to the Consultant.

No such document shall be the subject of any application or claim for copyright by or on behalf of the Consultant. Consultant shall not make any of the above documents available to any person, except as may be necessary to the performance of Consultant's services hereunder, without the prior written approval of the Port and shall take all necessary steps to keep secure those documents in their possession. All release of information to the public or news media will be the responsibility of the Port and Consultant shall not release any information to the public or news media without the prior written authorization from the Port.

IX. NON-DISCRIMINATION:

The Consultant covenants and agrees that in all matters pertaining to the performance or carrying out work under this Agreement, the Consultant shall at all times conduct its business in a manner which assures fair, equal, and non-discriminatory treatment of all persons without respect to race, color, religion, sex, national origin, age, handicap, or veteran status and, in particular:

- A. The Consultant will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified females and individuals who are members of racial or religious minorities. The following information shall be submitted according to project size.
 - 1. For agreements over \$10,000, the Consultant shall be prepared to submit, if requested by the Port:
 - a. A current personnel profile identifying all minority and female employees.
 - b. The company's Affirmative Action Officer's name and telephone number.
 - 2. For agreements less than \$10,000, the Consultant shall indicate their commitment to affirmative action and equal employment.
- B. The Consultant shall comply strictly with all requirements of applicable Federal, State, or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices, and assuring the service of all patrons or customers without discrimination.
- C. The Consultant will act without discrimination when engaging subconsultants to perform work under this Agreement and will give equal consideration to minority and female owned firms.

X. TERMINATION:

The Port may, by written notice to the Consultant, terminate this Contract in whole or in part at any time, either for the convenience of the Port or because of the failure of the Consultant to fulfill its contract obligations. Upon receipt of such notice, the Consultant shall immediately discontinue all services and deliver to the Port all documents as described in paragraph VIII.

XI. PERSONNEL:

Where applicable, all personnel employed by the Consultant, and all subcontractors retained by the Consultant and engaged in the work, shall be fully qualified and shall be authorized under State and local law to perform such services.

XII. INTEREST OF CONSULTANT:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

XIII. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant agrees to conduct and execute the Project in compliance with all applicable local, state, or Federal laws. Consultant represents that the services will be performed within the limits prescribed by the Port and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with, or exceeding, the standard of care and skill ordinarily exercised by other professionals in the State of Washington under similar circumstances at the time the services are performed.

The Consultant certifies, that neither it nor its “principals” (as defined in 49 CFR.29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Consultant certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

XIV. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the Port and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Consultant and Port.

XV. GOVERNING LAW:

This Agreement shall be governed by the law of the State of Washington. Venue for any action between the Port and the Consultant, which action arises out of or in connection with this Agreement shall be in Kitsap County. The substantially prevailing party in any such dispute shall be entitled to an award of its attorneys' fees and costs.

XVI. INDEMNIFICATION:

A. General Liability

To the fullest extent provided by law and with the exception of paragraph B and subparagraphs thereto of this Section XVI, the Consultant shall defend (with legal counsel satisfactory to the Port), indemnify and hold the Port, its elected officials, agents and employees (collectively "Port") harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs and expenses (including, without limitation, all attorneys' fees, costs and expenses of litigation):

- arising out of any act or omission of Consultant, its directors, officers, subconsultants, agents and/or employees (collectively "Consultant") in connection with the Services provided pursuant to this Agreement; provided, however, that in the event of concurrent negligence of the Consultant and the Port, then this defense and indemnification shall apply only to the extent of the Consultant's negligence; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The Port will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay its defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, the Port will reasonably cooperate with Consultant in allowing Consultant to jointly select, with the Port, attorneys to defend the Port and Consultant provided that Consultant confirms its obligation to pay the Port's defense costs. In the event of concurrent negligence by

the Port and Consultant, then at the conclusion of the action (e.g., judgment, arbitration award or settlement), the attorneys' fees and costs incurred in defending the Port shall be apportioned to the parties based on their respective fault as provided by RCW 4.24.115.

The foregoing indemnification obligation shall include, but is not limited to, all claims against the Port by an employee or former employee of the Consultant or any subconsultant or service provider. For this purpose, the Consultant expressly waives, as respects the Port only, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. **BY INITIALING BELOW THE PORT AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.**

_____ Consultant _____ Port

B. Errors and Omissions

The Consultant agrees to defend, indemnify and save the Port harmless in the same manner and subject to the same conditions as provided in paragraph A of this Section XVI for any error or omission in design, maps, plans, reports, specifications, or in performing services under this Agreement, provided, however, that the Consultant shall not be required to indemnify any party for an amount exceeding \$1,000,000 on any one occurrence.

1. Neither the Port's review nor its approval of any service, design, maps, plans, reports, or specifications provided by Consultant under this Agreement shall in any way relieve Consultant of its obligations under this Section XVI.
2. Nothing contained in this Section XVI shall be construed as a waiver of, or any limitation upon, the right of any party to seek or employ any other remedy which may be available to it by law or under the terms of this Agreement.
3. In addition to any insurance coverage requirement recited in this Agreement or otherwise required by law, the Consultant shall provide insurance, or other coverage, which will protect against losses attributable to Consultant's errors or omissions in an amount of not less than \$1,000,000 on any one occurrence.
4. Neither review nor approval of the Consultant's work by the Port shall in any way relieve the Consultant from its duty to abide by the generally accepted standards of professional care in the performance of its duties nor will such

review or approval in any way relieve the Consultant from liability to the Port.

XVII. FORCE MAJEURE:

Neither party shall be liable in damages or otherwise if, by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, explosion, or any governmental order, it shall be delayed in, or prevented from, performing its obligations under this Agreement.

XVIII. INSURANCE.

A. Consultant, concurrently with the execution of this Agreement, shall provide the Port with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

(i) Workers' Compensation Insurance as required by law.

(ii) Employers' Liability Insurance (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in all states where the Consultant will have employees located in the performance of its work covering its common law liability to such employees.

(iii) Commercial General Liability Insurance with limits of Two Million Dollar (\$2,000,000 per occurrence and Two Million Dollar (\$2,000,000) aggregate and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence.

(iv) Professional Liability Insurance covering Errors and Omissions of the Consultant in the amount of not less than One Million Dollars (\$1,000,000) per claim.

(v) Except with regard to the Professional Liability Insurance and Worker's Compensation Insurance, each of the policies required herein **shall endorse the Port as an additional insured**. Furthermore, each policy of insurance required herein shall (a) be written as a primary policy; (b) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon thirty (30) days' prior written notice from the insurance company to the Port; (c) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees, or agents; (d) expressly provide that the defense and indemnification of the Port as an "additional insured" will not be effected by any act or omission by Consultant which might otherwise result in a forfeiture of said insurance; (e) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (f) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (g) provide for

coverage for damage to the Port's property caused by the Consultant.

(vi) With regard to the Professional Liability Insurance, the Consultant shall maintain the same in full force and effect during the term of this Agreement and for a period of one year thereafter.

(vii) The Consultant shall furnish the Port with copies of Certificates of Insurance evidencing policies of insurance required herein. The Consultant shall maintain these policies as identified above for itself and its sub-consultants for the term of this Agreement and for a period of one year thereafter. The Port's failure to request such certificates shall not relieve the Consultant of the obligation to provide them.

(viii) The Consultant shall maintain the insurance in effect at all times that it is performing work under this Agreement. Failure to obtain and/or maintain such insurance shall be grounds for the Port to find the Consultant in default and terminate the Agreement accordingly. Alternatively, the Port may at its option purchase such insurance and deduct the reasonable expense therefore from payments made to or owing to the Consultant

XIX. CONTRACT TERM:

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than three years from the effective start date ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the Port and the Consultant.

DATED this ____ day of _____, 20__22__.

PORT OF BREMERTON

PIONEER TECHNOLOGIES, INC.

By_____

By_____

Attachments:

"A" Scope of Services to be Provided

"B" Consultant's Proposal

"C" PIONEER Technologies Corporation 2022 Port of Bremerton Rates
"D" Port Orchard Soil Remediation Task and Compensation Clarifications

Attachment A: SCOPE OF SERVICES TO BE PROVIDED

For the purposes of this RFQ the Scope of Work includes, but is not limited to:

A. Basic Requirements

1. Personnel must have satisfactorily completed 40-hour HAZWOPER safety training and maintain a current OSHA field certification for working on hazardous substance and petroleum remediation sites. Documentation of such will need to be submitted within your RFP submittal. Project-specific requirements will be specified in mini-bids.
2. Level of Experience – The Project Manager shall have a minimum of eight (8) years of experience with similar type of remediation cleanup projects. Consultant shall use professional judgment to ensure the proposed remediation action plan will be prepared based on the consultant's experience with regulatory agencies on similar projects.
3. The Consultant must be able to demonstrate direct experience conducting hazardous substance and/or petroleum mitigation and remediation including, but not limited to:
 - a. Washington State Department of Ecology Voluntary Cleanup Program remediations and clean-ups pursuant to the Model Toxics Control Act (MTCA) guidelines.
 - b. RCRA Corrective Action
 - c. Other hydrogeology and remediation planning and implementation.

The projects must include experience following the Washington State Department of Ecology's policies, procedures and guidelines including, but not limited to:

- a. Guidance for Remediation of Petroleum Contaminated Sites in Washington State
- b. Guidelines for Property Cleanups under the Voluntary Cleanup Program
- c. Submit data through the DOE Environmental Information Management (EIM) system.

Together the 5 projects must demonstrate the Consultant's capacity to cost-effectively:

- a. Determine the fate and transport of hazardous substances and oil in various media.
 - b. Determine the risk those contaminants pose to public health and the environment.
 - c. Develop remedial alternatives.
 - d. Implement selected remedies.
 - e. Effectively communicate orally and in writing the Consultants finds, conclusions and actions, to a wide variety of audiences; and
 - f. Use appropriate methods and tools to undertake the work.
4. Brownfield grants may be applied for. To be eligible for Brownfield project funding the consultant must be able to prepare an USEPA, Region 10 and Port approved, Generic Brownfields Quality Assurance Project Plan (QAPP) consistent with the EPA Quality Assurance Guidance for Conducting Brownfields Site Assessments.
 5. Secure all necessary permits with local, State, and Federal agencies.

B. Tasks

Services and Deliverables. Work tasks resulting from this RFP include, but are not limited to the following:

1. Initial Site Assessment Review

The selected Consultant will be called upon to review the Phase I & Phase II Environmental Site Assessment (ESA), and associated documents to become familiar with the site characteristics, site history (including previous work conducted) and identify a remediation strategy for the identified areas and chemicals of concern. Initial site assessments review will include the development or update of a preliminary conceptual site model which will serve to guide future phases of site work.

2. Conduct Feasibility Study

The selected Consultant will be asked to conduct a feasibility study that evaluates the efficacy, efficiency, environmental impact, and cost effectiveness of potential solutions to the various project concerns identified and quantified in the previous site investigation phase documentation. The study will be summarized in a written report presented to the Port.

3. Develop Remedial Work Plan

The selected Consultant will be asked to develop a work plan to implement the remedial solution selected from the feasibility study. The remedial work plan will include a description of the selected solution, pre-design studies, if necessary, steps to be taken to implement and monitor the effectiveness of the solution, equipment to be used, site restoration, Best Management Practices, a detailed budget and work schedule. The work plan will be submitted to the Port for review and approval.

Prepare a Remediation Action Plan (RAP) - RAP shall include details of a plan of action that illustrates recommended remedies with various alternative options to be used to permanently remediate environmental soil contamination and achieve the cleanup goals.

The RAP shall include a plan of implementation and how its effectiveness will be measured. Consultant shall be in communication with the Port to provide the consultant's recommendations for the regulatory agency's approval. The RAP shall be prepared pursuant to the requirements of the regulatory agency. Final RAP shall be approved by the regulatory agency. RAP shall include, but is not limited to, the following:

- a. Remediation technical approach and quality of site.
- b. Remedial Action Objective and general response actions.
- c. Project Schedule - Prepare a project schedule and provide monthly updates. Include the phasing and sequencing of the proposed schedule, if necessary. Include review and oversight by the regulatory agency and its scope of the regulatory agency's Work Plan.

- d. Cost Estimate - Prepare a detailed probable cost estimate with estimated quantities and unit costs for the removal of contaminated materials. Prepare cost estimates for the alternative's optional remediation environmental cleanup. Prepare and submit preliminary and final quantity and cost estimates.
- e. Develop and prepare specifications project specifications, and/or construction documents as required for the removal of the contaminated hazardous materials, if necessary.
- f. Annual and maintenance operation activities, if necessary.
- g. Risk assessment evaluation to human health and environmental.
- h. Discuss feasibility to implement alternatives given the site conditions, location, and time frame.
- i. Discussion of effectiveness of the treatment on the material in question.
- j. Discuss feasible alternative methods that can be effective to the maintenance and operation. Include risks health and environment, cost-effectiveness, potential impacts.
- k. The RAP shall include solid waste management and disposal plan for soils and Hazardous Substances off-site disposal, as required.
- l. Review and/or prepare environmental/laboratory reports and/or other documents submitted to the Port for federal, state, and local compliance as required.
- m. Identify regulatory oversight agency, if applicable.
- n. Cost estimate of the remediation; and
- o. Submit RAP in digital format.

4. Implementation of Remedial Solutions

Implement Port approved remedial activities. The Consultant is responsible for ensuring that the activities are completed as described in the work plan. The Port must approve any significant variation from the work plan. A written summary of remedial activities will be presented to the Port at the conclusion of the project.

- a. Construction Oversight and Material Testing - Provide inspections and oversight, and quality assurance/ quality control of work performed:
- b. Provide on-site monitoring/sampling services during hazardous materials work as required by the regulatory agency. This activity may also include taking any necessary post-abatement samples for work clearance, close-out, and providing the Port with appropriate records; and
- c. Provide risk assessments, best management practices and other environmental related services as requested by the regulatory agency.
- d. Other Environmental Services - Provide other environmental services related to the remediation clean-up and that may be required.

- e. If Consultant is relying on subcontractors to perform any of the services included in Consultant's proposal, the Consultant must submit a listing of those subcontractors and a description of the services that the subcontractor will be providing.

6. Project Management

Oversee all environmental/remediation clean-up site responsibilities as well as Project Coordination and Management for hazardous waste site remediation. The Consultant will coordinate and manage activities with the contractor, City, State, and regulatory agencies regulating the environmental cleanup. This includes coordination preparation and submittal of any permits required, project management activities, preparation of technical specifications for remediation clean-up, manage contractor's procurement and clean-up process.

- a. Coordinate, manage, and oversee compliance of all regulatory agencies requirements including preparation of written comments and revising the Remediation Action Plan (RAP), or similar document, to the satisfaction of any relevant regulatory agency and post-remediation requirements and receiving approvals/certifications of the cleanup.
- b. Oversee and manage clean-up work done by an approved and licensed contractor.
- c. Coordinate and conduct periodic site inspections.
- d. Coordinate bi-monthly progress meetings with the Port of Bremerton and/or others involved with the project.
- e. Oversee investigation and remediation of the sites.
- f. Review technical documents, as needed.
- g. Advise and update Port personnel on investigation and cleanup activities.
- h. Review environmental site assessment reports.
- i. Assist preparation of Port of Bremerton Commission staff reports and conduct presentations, as needed.
- j. Advise the Port of all risks, liability and future costs associated with cleanup sites.
- k. Manage necessary permits with City of Port Orchard, State of Washington, and if needed any Federal agencies for implementation and ensure remedial solution activities meet permit conditions for approval.
- l. Preparation of reports as requested; and
- m. Secure necessary inspections with local, State, and any necessary federal agencies.
- n. Project coordination and administration.

5 Operation and Maintenance of Remediation Systems

The selected Consultant may be asked to oversee the operation and maintenance of ongoing remediation systems. This will include routine monitoring, maintenance, and reporting as necessary, to ensure the continued effectiveness of the system.

- a. Geotechnical Investigation/Testing - Conduct a Geotechnical Investigation and/or Testing, as required by the regulatory agency, if necessary.
- b. Remedial Action Completion Report (RACR) - Prepare a Remedial Action Completion Report (RACR) to the satisfaction of the regulatory agency, as necessary.

C. Additional Responsibilities

The selected Consultant may also be responsible for the following, as necessary:

- a. Secure site access.
- b. Make all notifications to appropriate agencies and entities before, during and after initiating site work (City, State and Federal Agencies, etc.).
- c. Obtain all required licenses, permits and permissions requisite for remedial actions and disposal of hazardous and non-hazardous wastes.
- d. Ensure that site workers are trained and qualified to work at hazardous substance sites in accordance with OSHA standards (i.e., 29 CFR 1910.120, 29 CFR 1910.146, etc.).
- e. Oversee hired sub-contractors and ensure that site work is conducted in accordance with applicable State and Federal laws and regulations.
- f. Follow Best Management Practices for controlling soil and erosion.
- g. Conduct surveying
- h. Assist the Department in public presentation of investigation findings and remediation plans.
- i. Attend and assist Department staff at meetings with the public, responsible parties, government officials and other interested parties.

D. Program Specific Requirements

Consultants submitting proposals may be willing to comply with program requirements. Some examples of program specific requirements are:

Brownfields

The Port may apply for brownfields funding. The Initial Site Assessment tasks completed under Brownfields must meet the most current ASTM Standard Practice for Environmental Site Assessments: Phase I Site Assessment Process (E1527-13)

<https://www.astm.org/Standards/E1527.htm>).

<https://www.astm.org/Standards/E1903.htm>).

The Feasibility Study must be completed in accordance with the USEPA Analysis of Brownfields Cleanup Alternatives (ABCA). The selected Consultant may also be asked to complete reporting requirements for USEPA (MBE/WBE, ACRES, etc.).



April 19, 2022

Taylor Korizon
Contract Coordinator
Port of Bremerton

Submitted via email to: taylorlk@portofbremerton.org

Subject: Port of Bremerton Port Orchard Soil Remediation
521 and 525 Bay Street, Port Orchard, Washington

Dear Ms. Korizon:

Enclosed is PIONEER Technologies Corporation’s (PIONEER’s) response to the Port of Bremerton’s (Port’s) Request for Qualifications (RFQ) for the Port Orchard soil remediation project. PIONEER is excited to propose a team who can provide the Port with customer-focused, risk-based, and cost-effective solutions. Our team offers a unique combination of (1) remedial investigation (RI), feasibility study (FS), cleanup action plan (CAP), and remedial design and implementation experience at complex sites, (2) data management, geographic information system (GIS), data visualization, and custom software tools, (3) outstanding writing and negotiation skills, and (4) strong customer advocacy. We routinely prepare RI/FS/CAP deliverables, design and implement interim actions (IAs) and final cleanups, and complete associated services at complex Model Toxics Control Act (MTCA), Pollution Liability Insurance Agency (PLIA), Superfund, and Resource Conservation and Recovery Act (RCRA) sites.¹ In short, PIONEER has a long and proven record for successfully completing work of similar scope and complexity to the RFQ scope of services.

In addition to our aforementioned RI/FS/CAP experience, PIONEER’s ability to acquire brownfield grant funding separates us from our competitors. We have acquired and managed over \$2.5 million in USEPA brownfield grants to assist communities with brownfield projects since 2015. We believe the Port has a great opportunity to secure funding for remediation of the site through USEPA brownfield grant programs with our help and the substantial increase in funding available for brownfield grants in FY2023 as a result of the recent Bipartisan Infrastructure Law (BIL). We recognize time is of the essence for this project given the Fall 2022 application period and our team is ready to roll up our sleeves and get to work.

In summary, we offer a unique combination of RI/FS/CAP experience at complex sites, in-situ remediation expertise, USEPA brownfield grant writing and implementation, data management and data visualization tools, and strong customer advocacy. Thank you for considering the PIONEER team for the Port Orchard soil remediation project. We appreciate the opportunity to earn your business.

Respectfully,

Troy Bussey, P.E., L.G., L.HG.
Principal Engineer

Project Manager:	Troy Bussey, P.E., L.G., L.HG.
Email:	busseyt@uspioneer.com
Phone:	(360) 570-1700, Ext: 105
Address:	5205 Corporate Ctr. Ct. SE, Suite A Olympia, Washington 98503

¹ The RCRA corrective action process includes a RCRA facility investigation (RFI), corrective measures study (CMS), and statement of basis (SOB). The RFI, CMS, and draft SOB are similar to the MTCA RI, FS, and CAP, respectively.

2. Organization Chart and Resumes




PIONEER is a small business with 39 employees located in Lacey, Washington. We have been providing strategic, customer-focused, and risk-based environmental and technological solutions since 1993. PIONEER is made up of experts with a range of complementary disciplines including engineering, geology, hydrogeology, biology, chemistry, toxicology, epidemiology, GIS, data management, grant writing, occupational safety, software design and development, and project management. Our team can help the Port efficiently navigate the Washington State Department of Ecology and PLIA's No Further Action (NFA) process.

If selected by the Port, Troy Bussey will be the Project Manager (PM), and Chris Waldron, Joel Hecker, Avery Rosenbalm, and Melisa Kegans will be key team members (see qualifications in graphics below and Appendix A). The team has experience and expertise in performing work of similar/greater scope and complexity (see example projects conducted in the past 3 years on Pages 3 through 7 and in resumes in Appendix A). Qualified field staff will assist with sampling, reporting, data evaluation, and data management. Each member of our project team is 40 Hour HAZWOPER certified (see Appendix B for documentation for the key project team).

The PIONEER team is highly adept at collaborating with customers, regulators (e.g., Ecology/PLIA), and stakeholders on complex MTCA, Superfund, and RCRA sites to achieve customers' goals. For instance:

- Our team understands the standards and expectations for local Ports, and the history, geology, and contaminant issues for sites along the Puget Sound.
- Our team listed in this proposal will be the ones who will perform and oversee the work.
- As an agile small business, PIONEER can quickly adapt as conditions and needs change.
- We have used our environmental database management system (EDMS; SiteSTAT) and GIS since 1996 to manage data, facilitate effective data analysis, and produce high quality figures and data visualization products.
- Our team has a proven record of producing high-quality, detail-oriented, and easy-to-understand documents which exceed customers' quality, cost, and schedule expectations.
- Troy, PIONEER's proposed PM, is known for building trust and credibility with regulators, being a strategic and strong advocate for his customers, and utilizing flexibility in MTCA regulations.

Troy Bussey, PE, LG, LHG

<i>Title</i>	PIONEER Principal Engineer
<i>Project Role</i>	Project Manager & Engineer
<i>Responsibilities</i>	PIONEER project management; propose COCs/CLs/POCs; prepare documents; assist with negotiation and permitting
	BS in Chemical Engineering, Minor in English MS in Chemical Engineering
	Experience: 27 years
	RI/FS/CAP expertise, in-situ bioremediation of petroleum and groundwater remediation expertise, writing and negotiation skills

"Troy is my go-to-consultant for remediation matters, especially with respect to the drafting of an RI/FS and dCAP. He has the proven ability to generate complex reports that clearly present data and demonstrate why a selected cleanup alternative complies with MTCA cleanup standards."

– Kim Seely, Coastline Law Group

"I can say with zero reservation that there is NO WAY the project is what it is without your leadership, technical ability, writing savvy, and the relationship you built with DTSC."

– Kevin Garon, Chemours


- We have previously obtained MTCA NFAs quickly, including Troy’s NFA experience at Fort Lewis (see Appendix A).
- Our team has prepared and implemented over \$2.5 million in successful brownfield grant applications through USEPA, which have provided redevelopment support to local ports and municipalities.

"I would highly recommend that you connect with Joel Hecker of PIONEER. He is the lead consultant on the Brownfield Grant program and has been awesome to work with."


– Mike Reid, City of Olympia

Joel Hecker, LG, LHG

Title PIONEER Senior Geologist
Project Role Grant Writing Expert, Field Lead
Responsibilities Plan field investigations apply for and manage future brownfield assessment, cleanup, or multipurpose grants.

 BS in Geology
 MS in Hydrogeology


 Experience: 11 years


 Expert in obtaining federal and state grants for brownfield assessment and cleanup.

Chris Waldron, PE

Title PIONEER Principal and Owner
Project Role VI Expert
Responsibilities Provide support for investigation and evaluation of VI, surface water, and sediment pathways, and development of cleanup standards


 BS in Biology, Minor in Chemistry

 Experience: 32 years


 Risk assessment, risk communication, VI and sediment expertise, remedial design, and remedy implementation.

Avery Rosenbalm, GIT

Title PIONEER Staff Geologist
Project Role Geologist
Responsibilities Plan, perform, and manage all fieldwork; support document preparation

 BS in Geology
 MS in Geology

 Experience: 4 years


 Extensive drilling, sampling and analysis, and other fieldwork experience for all applicable media and expert in ArcGIS.

Melisa Kegans

Title PIONEER Project Engineer
Project Role Data Evaluation and Reporting
Responsibilities Evaluate current and future dataset; support document preparation

 BS in Biology
 MS in Environmental Engineering

 Experience: 4 years

 Expertise in evaluating large sets of data and preparing concise, easy to understand reports.

3. Subconsultants Organization Chart and Resumes

PIONEER has the expertise and capacity to complete the requested scope of work internally. No subconsultants are included in this response to the RFQ. Laboratory analysis, surveying, drilling, and remediation will require subcontractors during future phases of the project.

4./5. Experience Working on Soil Remediation Projects with Ecology and Other Public Agencies

The PIONEER team has extensive remediation experience working alongside Ecology, PLIA, and other public agencies (e.g., USEPA, US Navy, other local and state agencies) to efficiently complete the requested scope of services. Remediation projects completed in the state of Washington have been completed pursuant to MTCA and/or PLIA regulations. Representative examples of our relevant experience are provided below.

"PIONEER has set the bar for environmental consultants for us at the Port of Olympia. They are proactive, thoughtful, strategic, cost-effective, responsive, and always have their client's best interests first and foremost in their minds...PIONEER saved the Port millions in cleanup costs over what another consultant might have recommended for the same site."

-Alex Smith, Port of Olympia

Airport Fueling Site

Contact: Lisa Parks, Port of Olympia
360.528.8020 | lisap@portolympia.com

Team Members: Troy, Chris, Joel, Melisa, Avery

Summary: RI/FS/CAP completed to address TPH and associated impacts from USTs at regional airport. NFA status approved by Ecology VCP in 2021. Long-term monitoring and Environmental Covenant in place.

Highlights: Multiple excavations and in situ biological treatment events were performed to address petroleum hydrocarbon concentrations in soil and groundwater. PIONEER completed a monitored natural attenuation lines-of-evidence evaluation to determine if natural attenuation (NA) has effectively limited the size of the groundwater plume and if NA will likely continue to attenuate the plume over time. Uploaded numerous data sets to EIM.



Chemical Manufacturing Facility

Contact: Sebastian Bahr, Chemours
609.221.8253 | sebastian.bahr@chemours.com

Team Members: Troy, Chris, Joel, Melisa, Avery

Summary: RFI/CMS/SOB and remediation at 368-acre California site with chlorinated solvents, metals, and TPH impacts to soil, groundwater, soil vapor, surface water, and sediment adjacent to a major river.

Highlights: Conducted extensive RFI data gap, remediation, and long-term monitoring fieldwork, developed sophisticated conceptual site model (CSM) with data visualization products to communicate comingled groundwater plumes, authored RFI/CMS and remediation documents for different site areas and media, obtained regulatory approval for complex CMS report within 3 months of contract award, wrote draft SOB, and substantially decreased remedy costs compared to previous consultant estimate.



Lumber Milling Site

Contact: Lisa Parks, Port of Olympia
360.528.8020 | lisap@portolympia.com

Team Members: Troy, Chris, Joel

Summary: RI/FS/CAP and remediation of TPH in the gasoline (TPH-G), diesel (TPH-D), and heavy oil (TPH-HO) ranges, polycyclic aromatic hydrocarbons (PAHs), and dioxins/furans at 15-acre MTCA industrial site adjacent to Puget Sound.

Highlights: Completed RI and interim action within aggressive schedule to facilitate customer goals, developed risk-based remedy by utilizing site-specific evaluations of transport and exposure pathways and remediation levels, uploaded numerous data sets to EIM, proposed and implemented final cleanup compatible with development, and decreased remedy costs by an order of magnitude compared to previous consultant estimate.



Plywood Manufacturing Site

Contacts: Brandon Smith, The Milestone Companies
253.720.2813 | brandon@themilestonecompanies.com

Team Member: Troy, Joel, Melisa, Avery

Summary: Data gap investigation and RI/FS/CAP underway to address TPH-D, TPH-HO, & PAHs at MTCA industrial site adjacent to Puget Sound. Project was funded with USEPA brownfield grant.

Highlights: Converted paper/Excel records into first site EDMS and GIS databases, identified data gaps, established and installed point of compliance (POC) monitoring wells near surface water, and collected soil, groundwater, and soil gas samples to support future selection of a remedy that is protective for all exposure pathways, cost-effective, and compatible with future redevelopment. Currently negotiating path forward through VCP.



Auto Dealership Site

Contact: Kim Seely, Coastline Law Group
253.203.6820 | kseely@coastlinelaw.com

Team Members: Troy, Joel, Melisa, Avery

Summary: Data gap investigation and RI/FS/CAP underway to address TPH-G, TPH-D, TPH-HO, & associated impacts from USTs at MTCA site.

Highlights: Converted paper/Excel records into first site EDMS and GIS databases, identified and filled RI data gaps in previous consultant's CSM, established and installed POC monitoring wells at property boundary, confirmed and delineated methane hazard during real-time adaptive investigation, and identified interim action options.



Burlington Georgetown Site

Contact: Laura Dell'Olio, Clean Earth
253.246.9210 | ldellolio@harsco.com

Team Members: Chris, Joel, Melisa

Summary: Conceptual Site Model, RI, data gap evaluation, FS, CAP, negotiation, and remediation of chlorinated solvents (e.g., PCE and its degradation byproducts), 1,4-dioxane, metals, and other COCs in groundwater proximate to Duwamish River.

Highlights: Developed CSM driven primarily by vapor intrusion (VI) concerns in off-site residential/commercial area, developed VI sampling/monitoring program for off-site residences/commercial buildings, developed remediation goals for groundwater based on VI and developed cleanup levels for groundwater based on VI, direct contact, and protection of surface water (Duwamish Waterway). Implementing long-term monitoring for VI based on the requirements of the CAP.



Former Arkema Manufacturing Site

Contact: Scott Hooton, Port of Tacoma
253.383.9428 | shooton@portoftacoma.com

Team Members: Troy, Chris, Joel, Avery, Melisa

Summary: Data gap and FS work at 48-acre at MTCA site with high levels of arsenic, other metals, and elevated pH in soil and groundwater adjacent to Puget Sound.

Highlights: Converted paper/Excel records into first site EDMS and GIS databases, uploaded numerous data sets to EIM, designed a complex data gap investigation, developed sophisticated CSM, conducted substantial Ecology negotiations for the preferred remedy, proposed cleanup compatible with future redevelopment, justified risk-based groundwater POC for surface water receptors, and substantially decreased remedy costs in FS compared to previous consultant estimate.



INVISTA May Plant

Contact: Tim Bingman, Corteva
412.398.0008 | timothy.s.bingman-2@corteva.com

Team Members: Troy, Joel, Melisa, Avery

Summary: RFI/CMS to address releases from USTs, landfills, and other operations at 1,100-acre South Carolina facility adjacent to a major river.

Highlights: Prepared an RFI report using decades of data, developed site-specific cleanup standards for constituents of concern in soil, groundwater, surface water, and sediment, established risk-based POCs, negotiated with the state agency to use a single presumptive alternative in the CMS, and initiated pre-design investigation for UST release areas.



Superlon Plastics Site

Contact: Sebastian Bahr, Chemours
609.221.8253 | sebastian.bahr@chemours.com

Team Members: Troy, Chris, Joel, Melisa, Avery

Summary: Data gap investigation, RI/FS/CAP, and remediation to address arsenic and lead at 3-acre MTCA industrial site on Blair-Hylebos Peninsula.

Highlights: Developed risk-based MTCA remediation levels for soil and groundwater, used spatial evaluation tools and data visualization products to support remedy selection, performed treatability pilot studies for ex-situ stabilization to reduce remedy costs, automated data tables and other work products using SiteSTAT, and uploaded numerous data sets to EIM.



Project Experience Applicable to the Scope of Services (Ordered to match the Port's Attachment A: Scope of Services to be Provided)		Airport Fueling	Chemical Manufacturing	Lumber Milling	Plywood Manufacturing	Auto Dealership	Arkema Manufacturing	INVISTA May Plant	Superlon Plastics
A. Basic Requirements									
1	All field staff 40-Hour HAZWOPER certified	X	X	X	X	X	X	X	X
2	Project Manager with minimum 8-years of experience	X	X	X	X	X	X	X	X
3	Conducted hazardous substance and/or petroleum mitigation and remediation in accordance with MTCA/RCRA	X	X	X	X	X	X	X	X
a	Followed guidance for remediation of petroleum contaminated sites in Washington State	X	NA	X	X	X	NA	NA	NA
b	Followed guidelines for property cleanups under the Voluntary Cleanup Program	X	NA	X	X	X	NA	NA	X
c	Submit data through the DOE Environmental Information Management (EIM) system.	X	NA	X	X	X	X	NA	X
a	Determine the fate and transport of hazardous substances and oil in various media.	X	X	X	X	X	X	X	X
b	Determine the risk those contaminants pose to public health and the environment	X	X	X	X	X	X	X	X
c	Develop remedial alternatives	X	X	X	TBD	TBD	IP	IP	IP
d	Implement selected remedies	X	X	X	TBD	TBD	IP	IP	IP
e	Effectively communicate orally and in writing the Consultants finds, conclusions and actions, to a wide variety of audiences	X	X	X	X	X	X	X	X

f	Use appropriate methods and tools to undertake the work	X	X	X	X	X	X	X	X
B. Tasks									
1	Complete historical document review (Initial Site Assessment Review)	X	X	X	X	X	X	X	X
2	Conduct Feasibility Study (or CMS)	X	X	X	IP	IP	X	IP	X
3	Develop Remedial Work Plan (or CAP)	X	X	X	X	X	X	X	X
4	Implementation of Remedial Solutions	TBD	X	X	TBD	TBD	IP	X	IP
5	Oversight of Operation and Maintenance of Remediation Systems	TBD	X	X	TBD	TBD	TBD	X	TBD
C. Additional Responsibilities									
a	Secure site access	X	X	X	X	X	X	X	X
b	Make all notifications to appropriate agencies and entities before, during and after initiating site work (City, State and Federal Agencies, etc.)	X	X	X	X	X	X	X	X
c	Obtain all required licenses, permits and permissions requisite for remedial actions and disposal of hazardous and non-hazardous wastes.	X	X	X	X	X	X	X	X
d	Ensure that site workers are trained and qualified to work at hazardous substance sites in accordance with OSHA standards (i.e., 29 CFR 1910.120, 29 CFR 1910.146, etc.)	X	X	X	X	X	X	X	X
e	Oversee hired sub-contractors and ensure that site work is conducted in accordance with applicable State and Federal laws and regulations.	X	X	X	X	X	X	X	X
f	Follow Best Management Practices for controlling soil and erosion	X	X	X	X	X	X	X	X
g	Conduct surveying	X	X	X	X	X	X	X	X
h	Assist with public presentation of investigation findings and remediation plans.	NA	X	X	X	X	X	X	X
i	Attend and assist with meetings with the public, responsible parties, government officials and other interested parties.	NA	X	X	X	X	X	X	X

Notes: IP: In Progress. NA: not applicable because the site is either not in Washington, is not a predominantly petroleum site, is under a different regulatory mechanism (e.g. Agreed Order), or the scope of service was not required. TBD: to be determined at a future date if required, based on the results of the RI/FS.

In summary, our team has the qualifications, experience, expertise, flexibility, and complementary skills to expeditiously and efficiently fulfill the scope of services and quickly obtain an NFA opinion from PLIA or Ecology to support the Port.

6. Specific Experience of Individuals Relative to the Proposed Project

In addition to the specific experiences detailed above and provided in the resumes included in Appendix A, several key team members have the following additional relevant experience.

Petroleum Remediation Experience

Troy Bussey previously led the Environmental Restoration and Compliance Program at Fort Lewis from 2002 to 2008, during which he authored over 100 final technical MTCA, CERCLA, and RCRA documents. He was able to obtain NFAs from Ecology at 158 of 167 sites in five years. From 2010 to 2012, Troy completed performance-based contract investigations for 40 UST sites, conducting field work and site-specific evaluations for each site. He was able to obtain NFAs from Ecology at 37 of the 40 sites within 18 months of Ecology's site manager assignment.

Brownfield Grant Experience

Joel Hecker is a contributing author on 15 winning USEPA brownfield grant applications and the sole author of six additional winning applications. He has worked with over 25 USEPA brownfield grant-winning communities throughout the country. His successful grant application for Zanesville, Ohio in FY2016 was posted as a model application on the USEPA's Technical Assistance to Brownfields website. Ecology even offered Mr. Hecker a position in 2018 to build a rural/small community brownfield program from the ground up based on his success/experience with brownfield communities.

Our team has extensive experience supporting municipalities with state and federally funded environmental assessments, site cleanup and remediation, and redevelopment planning to incentivize reuse of brownfields and most importantly, spur economic development. We have developed creative funding approaches, and used resource-conserving and sustainable strategies to help communities and developers revitalize mega-acre industrial sites, landfills, and abandoned gas stations, all of which have seen economic, social, and environmental benefits in the years since. Our redevelopment experience includes writing and managing grants, performing environmental due diligence/remedial investigations, and implementing and designing remedial solutions. We have also helped grantees prepare quarterly and annual reports and maintain the property profiles in the USEPA's Assessment Cleanup and Redevelopment Exchange System (ACRES) database. From grant applications to Quality Assurance Project Plan (QAPP) approval, and public outreach to grant closeout, we will be with you every step of the way.

"You were able to explain things – and took the time to do so – when I did not understand, as well as keeping us compliant with the grant and the agency timelines. So Thank you!"

– Beth Huber, Clinton County Port Authority

We have contacts with the Center for Creative Land Reuse and Kansas State University's Technical Assistance to Brownfields (TAB) group, which provide free review and guidance on grant applications. Our network of grant application peer reviewers from other firms across the country has dramatically increased our success rate on grant applications (resulting in an 87% success rate on the first attempt!)

Human Health Risk Assessment Experience

Chris Waldron has been providing the United States Navy with risk assessment support for more than 25 years. He and the PIONEER team have conducted risk assessments and risk analysis studies for deployed and non-deployed military personnel, and their families, who may potentially be exposed to hazardous substances at duty stations located throughout the world.

He and the PIONEER team have worked closely with the Navy and Marine Corps Public Health Center (NMCPHC) on risk assessments, risk evaluations, and public health reviews. NMCPHC has used the results of the assessments to make informed risk management recommendations regarding the future use of the sites. Some of the most recent projects include complex multi-chemical, multi-pathway risk assessments performed for multiple locations, including Okinawa, Japan, Naples, Italy, Guantanamo Bay, Cuba, Jeb Ali, Dubai, Kaneohe Bay, Hawaii, and Atsugi, Japan. Most of these projects are/were very large, high-profile projects that were the result of congressional inquiries and have undergone extensive third party and legal review.

Regulatory Rulemaking Experience

Chris Waldron, along with four Ecology employees and one additional consultant, is an instructor for the MTCA 101: Understanding and Applying Washington State's Model Toxics Control Act Course. Per the course summary, "this course provides a comprehensive overview and refresher of Washington State's Model Toxics Control Act (MTCA). MTCA directs the investigation and cleanup of contaminated sites in Washington. MTCA applies to contaminated soil, groundwater, air, and surface water in both freshwater and marine environments. The training begins with a general overview of MTCA and the site cleanup process. The course then moves on to topics related to applying MTCA to contaminated sites and achieving compliance. The instructors include MTCA experts from Washington State Department of Ecology and environmental consulting firms."

Chris has provided technical, scientific, and policy input as a MTCA Rule Revision and MTCA/Sediments Management Standards Integration Advisory Group member to update the Ecology MTCA cleanup regulation. He also authored the US Navy Human Health Risk Assessment Guidance document. Chris was involved in the MTCA Cleanup Regulation development (amended 2001), providing written comments/suggestions on rule "pre-release" draft versions and the final public review draft.

"Chris, your ability to sustain this high level of effort and support for three long years meant that many personal sacrifices were made. Knowing we had the full support and access to the resources of PIONEER Technologies was a welcomed solution to meeting our needs and making our team stronger. The continuity and special attention of your firm's senior practitioners, in particular yourself, has been invaluable to me and this project. I would like to close by telling you how valuable it was knowing that we could always rely on your personal integrity and commitment to keep us moving forward and successfully meet all challenges."

- Captain M. J. Maciniski, United States Navy

7. References

Port of Tacoma Contact: Scott Hooten, Environmental Project Manager

- Email: shooton@portoftacoma.com
- Phone: (253) 383-9428

Port of Olympia Contact: Lisa Parks, Capital Investments, Planning & Environmental Programs Director

- Email: lisap@portofolympia.com
- Phone: (360) 528-8020

City of Olympia – Brownfield Grant Contact: Mike Reid, Economic Development Director

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- Phone: (360) 480-9167

City of Olympia – On-Call Environmental Projects Contact: Jake Lund, Project Engineer

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LOTT Clean Water Alliance Projects Contact: Kip Summers, Project Manager

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Coastline Law Group PLLC Contact: Kim Seely, Attorney

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Chemours Contact: Kevin Garon, Senior Project Director

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- Phone: (704) 560-6435

Chemours Contact: Sebastian Bahr, Project Director

- Email: Sebastian.bahr@chemours.com
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Corteva Tim Bingman, MS, DABT, Corteva Laureate

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- Phone: (412) 398-0008

8. Proposed Project Approach for the Scope of Services

Although not requested as part of the RFQ, we have reviewed the previously completed Phase I and Phase II Environmental Site Assessment (ESA) reports. Fortunately, the RI/FS/CAP path forward for this site should be relatively straight forward because 1) the current nature and extent of contamination from total petroleum hydrocarbons (TPH) and associated constituents are likely relatively minor and 2) MTCA has flexibility in point of compliance locations. Based on PIONEER's review, the 2021 investigation results may indicate no further active remediation is needed and an NFA can be obtained with a MTCA model remedy. If so, the model remedy would likely include the completed 1990s/early 2000s actions, monitored natural attenuation, a passive or active vapor mitigation system, and institutional controls. In addition, before the FS is submitted, a remedy can be proposed, or an NFA can be obtained, the following data gaps will likely need to be addressed:

- The data does not conform to MTCA guidance in terms of the completed suite of analyses required for petroleum sites. For example, according to MTCA Table 830-1, soil and groundwater near gasoline and heating oil releases should be analyzed for naphthalenes and carcinogenic polynuclear aromatic hydrocarbons (cPAHs), respectively, neither of which was completed.
- The extent of soil and groundwater contamination has not been determined.
- Although expected to be toward the surface water to the northwest, groundwater flow direction has not been confirmed.
- Soil vapor samples were not collected within the existing commercial buildings and therefore vapor intrusion (VI) concerns for current and future occupants cannot be evaluated.

PIONEER's first course of action upon being awarded this project would be to complete a data gap RI and strengthen/complete the conceptual site model. Upon filling the data gaps, an RI/FS and draft CAP could be completed and submitted to the VCP.

Receiving an NFA opinion letter from PLIA/Ecology will likely entail the following key tasks:

- Developing a Site strategy and task objectives with the Port, finalizing data gap identification and investigation objectives with the Port, and evaluating the relative merits of PLIA and the expedited voluntary cleanup program (EVCP) for obtaining an NFA.
- Building a SiteSTAT EDMS for Site data and obtaining existing GIS shapefiles.
- Preparing a streamlined Investigation Work Plan (including Sampling and Analysis Plan and Quality Assurance Project Plan), and discussing the work plan with PLIA/Ecology.
- Implementing the Investigation Work Plan expeditiously.
- Evaluating investigation results, preparing a concise, well-written, and easy-to-understand remedy selection report (e.g., RI/FS/CAP), and discussing the report with PLIA/Ecology.

If it is determined that cleanup is required (potentially some combination of bio-injections, in-situ chemical oxidation, and monitored natural attenuation), a site-specific cleanup grant application could be submitted to the USEPA during the FY2023 brownfield grant competition. Depending

on the Port's timing for the completion of the project, PIONEER could apply for USEPA grant funds to cover the costs of the necessary data gaps investigation.

PIONEER can provide the resources and expedite the tasks to complete the scope of services and obtain an NFA within one year assuming (1) PLIA or EVCP is used as the regulatory program, (2) the Port expedites its actions and reviews, (3) additional active remediation is not necessary, and (4) four or more quarters of GWM are not needed for remedy selection. For instance, if it is necessary to demonstrate the groundwater plume is stable or declining in order to utilize a MTCA model remedy, the schedule will need to be extended by a few quarters.

Ideas for optimizing the schedule include:

- Conduct tasks in parallel (e.g., develop Site strategy and task objectives, build EDMS and GIS shapefiles, and prepare the data gaps investigation work plan concurrently).
- Use PLIA/EVCP intake meeting to solicit work plan feedback and align expectations.
- Collect direct-push soil groundwater data to help characterize any remaining sources, define the extent of groundwater impacts, and determine locations for MWs.
- Use field screening and adaptive management techniques to minimize investigation time.
- Use MTCA cleanup standard flexibility (e.g., develop site-specific TPH cleanup levels with site-specific extractable petroleum hydrocarbon data, propose conditional POCs).
- Use a MTCA model remedy as appropriate to eliminate the need for an FS and to facilitate faster approval.
- Combine the RI/CAP (or RI/FS/CAP) into a single remedy selection report.

Regulatory Agency Coordination & Communication

Obtaining the desired NFA outcome begins with clear communication and effective coordination. Troy will be the single point of contact for the Port, and will schedule and facilitate calls as needed to discuss project status and obtain direction on the path forward. He will work closely with the Port to maintain and refine strategies, objectives, approaches, and timelines to successfully complete tasks and deliverables. Troy will monitor financials to ensure the project is on-budget and adheres to PIONEER's Quality Management System for preventative actions, document control, audits, and corrective actions.

Agency interactions will likely to be limited to (1) the PLIA intake meeting or VCP/EVCP initial consultation, and (2) discussing any comments on the RI/CAP (or RI/FS/CAP) report. The Port will determine the nature, schedule, and content for these agency communications. Troy will only call, email, schedule a meeting, or submit a document if the Port requests he do so. During agency negotiations, Troy will strive to build trust and credibility with regulators by (1) carefully listening to concerns, (2) ensuring concerns are directly addressed, (3) following through on previous commitments, (4) behaving respectfully and ethically, and (5) producing technically-defensible documents that satisfy MTCA/PLIA requirements and are easy to understand. Where necessary (and with Port support), Troy will challenge PLIA/Ecology positions that are inconsistent with site-specific information and MTCA regulations.

Appendix A

TROY BUSSEY, PE, LG, LHG

Principal Engineer/Project Manager

Troy is a uniquely-qualified engineer/PM with a proven record of producing high quality documents on time and on budget, and routinely saving his customers millions of dollars by developing innovative solutions and building trust with regulators. He is known for his writing skills, strong work ethic, and ability to see the big picture while keeping track of small details.

Relevant Project Experience

Former Arkema Manufacturing Site | Tacoma, Washington

Developed databases, identified and filled data gaps, negotiated with Ecology, and prepared draft FS report (2014–current). Highlights:

- Advocated for the first site EDMS and GIS databases.
- Extensive education and advocacy with Ecology regarding flexibility in MTCA.
- Justified risk-based groundwater POC in surface water in draft FS report.
- Substantially decreased remedy costs from previous consultant estimate.

North Boundary Area | Tacoma, Washington

Developed databases, prepared cost allocation report, proposed COCs/CLs/POCs, and prepared draft FS report (2015–current). Highlights:

- Prepared report to help convince Ecology that the area is part of USG site.
- Prepared cost-effective FS report two months after contract award.

Former Chemical Manufacturing Facility | Oakley, California

Identified and filled data gaps, prepared RFI/CMS/SOB and remediation documents, and led agency negotiations (2008–2020). Highlights:

- Authored technical investigation, evaluation, and remediation documents.
- Received approval of CMS report within 3 months of contract award.
- Analyzed appropriate institutional controls and authored land use covenant.
- Substantially decreased remedy costs from previous consultant estimate.

Lumber Milling Site | Olympia, Washington

Completed data gap investigation, interim action, RI/FS/CAP, cost recovery, and Ecology negotiation tasks for TPH and other releases (2008-2016). Highlights:

- Completed RI Phase 1 and interim action within aggressive schedule to facilitate customer goals.
- Helped obtain a \$3M settlement from an uncooperative former operator.
- Substantially decreased remedy costs from previous consultant estimate.

UST Investigations | Fort Lewis, Washington

Completed performance-based contract investigations for 40 non-ERP/CCP UST sites (2010-2012). Highlights:

- Conducted fieldwork and site-specific evaluations for each site.
- Obtained NFA from Ecology at 37 of 40 sites within 18 months of Site Manager assignment.

ERP and CCP | Fort Lewis, Washington

Managed programs and self-performed technical work for Environmental Restoration and Compliance Cleanup Programs (2002-2008). Highlights:

- Authored over 100 final technical MTCA, CERCLA, and RCRA documents.
- Obtained NFA from Ecology at 158 of 167 MTCA sites in 5 years.
- Finished high-profile VI project (involving US Congress) in 6 months.
- ERP won Secretary of Defense Environmental Award.



Specialties

- RI/FS
- Project Management
- Conceptual Site Models
- Technical Writing
- Agency Negotiation
- Remedy Implementation

Education

MS, Geological Engineering
MS, Chemical Engineering
BS, Chemical Engineering, Minor
in English

Licenses

Professional Engineer
(WA, CA, NC, SC)
Professional Geologist
(WA, CA, NC, SC)
Professional Hydrogeologist
(WA)

Certifications

OSHA HAZWOPER Certification
OSHA HAZWOPER
Site Supervisor Certification

Credentials

Transportation Worker
Identification Credential



P I O N E E R
TECHNOLOGIES CORPORATION

JOEL HECKER, RG, LG, LHG

Grant Writing and Project Manager

Joel Hecker has successfully planned and performed field activities at sites throughout the US, conducted RI data gap investigations, and used groundwater models to answer complex site questions. He has successfully acquired and managed over \$2.5 million in USEPA grant funds for local communities to conduct assessments, investigations, and remediation.

Relevant Project Experience

Grant Writing and Implementation Support | Various Communities

Acquired five USEPA Brownfield Assessment Grant funds for communities, counties, and coalitions with an 87% success rate on the first attempt.

Highlights:

- Navigated various communities through the USEPA grant application and implementation process, including assistance with financial forms, work plans, timelines, and administrative requirements.
- Provided communities with options on other funding sources to stretch USEPA brownfield assessment grants further (e.g. other local, state, and federal fundings sources).

Olympia Brownfield Grant | City of Olympia, Metropolitan Parks District, and Port of Olympia

Acquired and managing \$600,000 USEPA Brownfields Grant (2019–current).

Highlights:

- Wrote winning \$600,000 USEPA Brownfield Assessment Grant Application.
- Currently managing brownfield grant on behalf of City of Olympia, including submitting quarterly reports and ACRES entries to USEPA.
- Led community outreach meetings; presented successes to City Council.
- Completed Phase I and Phase II Environmental Site Assessments of 15 sites throughout the downtown core, including 5 sites with petroleum contamination.

Former Chemical Manufacturing Facility | Oakley, California

Managed and conducted fieldwork to support remediation, long-term monitoring, and other tasks (2018–current). Highlights:

- Oversaw soil, groundwater, and sediment remediation contractor.
- Managed groundwater and surface water monitoring program.
- Collected soil, groundwater, sediment, surface water, and soil vapor samples.
- Evaluated groundwater and surface water data at river POC locations.

Auto Dealership Site | Auburn, Washington

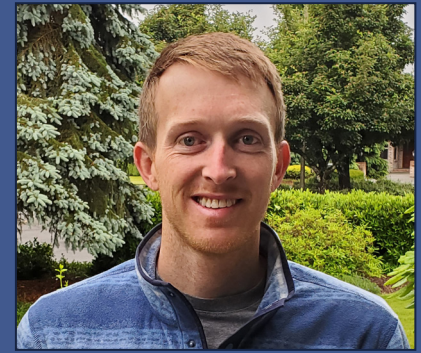
Conducted fieldwork and provided services to support RI and interim action evaluation (2020–current). Highlights:

- Identified RI data gaps and led RI field activities.
- Logged boring logs and oversaw POC monitoring well installation.
- Collected soil, groundwater, sediment, soil gas, and indoor air samples.

Various Petroleum-Contaminated Sites | Indiana, Michigan, Ohio

Completed investigation and remediation activities at variety of petroleum-contaminated sites (2014–2018). Highlights:

- Designed and implemented RIs at over 20 UST/TPH sites.
- Oversaw the removal of over 30 USTs (of various sizes and contents).



Specialties

- Grant writing
- Grant management
- Community outreach
- Due diligence investigations
- Groundwater modeling

Education

MS, Hydrogeology

BS, Geology

Licenses

Oregon Registered Geologist
G2517

Washington Licensed Geologist
3285

Washington Licensed
Hydrogeologist 3285

Indiana Licensed Professional
Geologist 2541

Kentucky Professional Geologist
240669

North Carolina Professional
Geologist 2637

South Carolina Registered
Professional Geologist 2665

Certifications

OSHA HAZWOPER Certification
OSHA HAZWOPER

Site Supervisor Certification
Department of Transportation
Hazardous Materials Basic
General Awareness

American Red Cross First Aid/
CPR/AED



P I O N E E R
TECHNOLOGIES CORPORATION

CHRIS WALDRON, PE

Principal Engineer

Chris is a uniquely-qualified risk assessor and risk communicator. Chris has successfully led complex, multi-chemical, multi-pathway risk assessments in the US and abroad. He has provided risk assessment, environmental consulting, and engineering services for 32 years. He is a risk assessment expert for CERCLA, MTCA, and other regulatory programs.

Example Project Experience

United States Navy

Responsible for the leading complex, multimedia, multipathway human health risk assessments (HHRAs) for United States Navy bases within the continental United States and abroad. Highlights:

- Represented Navy Marine Corps Public Health Center on the Emergency Response Team for Red Hill jet fuel release in Honolulu, HI. Developed the initial CSM, Sampling and Analysis Plan, and Risk-Based Decision Framework used by the Emergency Response Team to return over 100,000 people to their homes with safe drinking water. Continuing to support long-term monitoring efforts.
- Conducted HHRA in Okinawa, Japan investigating surface soil (via dermal contact, ingestion, and inhalation), groundwater, and soil gas (from VI) associated with a former chemical storage area.
- Characterized potential human health risks at Camp Justice in Guantanamo Bay, Cuba, predicting current and future risks from air curtain incinerators (ACIs), modeling air concentrations and calculating chemical deposition rates for chemicals in ACI emissions.
- Conducted multiphased risk evaluation in Naples, Italy for potential human exposures to surface soil, indoor air, tap water, and ambient air.
- Wrote the HHRA guidance document for the United States Navy.
- Wrote the VI guidance document for the United States Navy.

WA Department of Ecology Sediment Cleanup User's Manual

Highlights:

- Authored Chapter 3 (RI/FS Work Plan and CSM), Chapter 7 (Establishing Sediment Cleanup Standards), Chapter 9 (Risk-Based Bioaccumulative Sediment Cleanup Standards), Appendix E (Assessing Human and Ecological Risks), and Appendix K (Spreadsheets for Calculating Risk-Based Concentrations for Sediment and Tissue).
- Technical reviewer for other sections of the manual.
- Member of the MTCA/Sediment Management Standards Advisory Board.

Lorentz Barrel and Drum CERCLA Site | San Jose, California

PM for groundwater pump-and-treat operations & maintenance, long-term monitoring, FS, and associated tasks. Highlights:

- Managed NPDES regulatory compliance for treatment effluent.
- Optimized costs (e.g., optimized pump locations and flowrates, reduced labor costs, reduced sampling frequency, and implemented passive groundwater sampling).
- Directing a multi-party, post-ROD FS to develop a pump-and-treat exit strategy within a complex regulatory environment.



Specialties

- Project Management
- Risk Assessment
- Vapor Intrusion (VI)
- Sediment Investigations
- Data Management and Development
- Software Development
- Negotiation

Education

BS, Biology, Minor in Chemistry

Licenses

Professional Engineer
(WA)

Certifications

OSHA HAZWOPER Certification
OSHA HAZWOPER
Site Supervisor Certification

Credentials

Transportation Worker
Identification Credential



P I O N E E R
TECHNOLOGIES CORPORATION

AVERY ROSENBALM, GIT

Staff Geologist

Avery has successfully planned and performed field activities at sites throughout the United States. She has conducted RI data gap investigations and human health risk assessments to answer complex site questions. Avery is also efficient at using ArcGIS to create visuals that allow for easy understanding of complex sets of analytical data.

Example Project Experience

Former Aerospace Test Site | Marysville, Washington

Responsible for evaluating multi-pathway human health risk assessment in order to determine safe exposure levels for tribal harvesters. Highlights:

- Evaluated potential adverse health impacts to human health and ecological receptors possibly exposed to constituents in air, soil, groundwater, and surface water at the Site.
- Calculated risk based cleanup levels using exposure data for site receptors.
- Evaluated sub-slab soil vapor samples and indoor air samples to quantify potential vapor intrusion concerns.

Former Chemical Manufacturing Facility | Oakley, California

Conducted field work and reporting to support remediation, long-term monitoring, and other tasks (2020-current). Highlights:

- Completed groundwater and surface water sampling at over 100 locations.
- Provided oversight to contractors decommissioning and installing/repairing monitoring wells.
- Evaluating groundwater and surface water data at river POC locations.

Olympia Brownfield Grant | City of Olympia, Metropolitan Parks District, and Port of Olympia

Conducted field work to support environmental assessments for multiple petroleum sites prior to redevelopment. Highlights:

- Logged soil borings and collected soil samples.
- Installed and sampled soil vapor probes to evaluate petroleum vapor impacts.
- Created maps of analytical results showing extent of impact.

Red Hill Jet Fuel Tank Farm | Pearl Harbor, Hawaii

Supporting US Navy Marine Corps Public Health Center on the Emergency Response Team for Red Hill jet fuel release in Honolulu, HI. Highlights:

- Created risk communication fact sheets to keep public up to date on the rapidly changing situation.
- Developed reports for public/agency communication to support amending public health advisories.
- Evaluated laboratory data collected from hundreds of residences to determine whether drinking water was safe to consume.

Former Manufacturing Plant | Leland, North Carolina

Supporting the progression of the former fibers plant through the RCRA RFI/CMS framework (similar to MTCA RI/FS framework). Highlights:

- Evaluated historical soil, groundwater, pore water, surface water, and sediment sample data to identify remaining data gaps.
- Proposed sampling plan and authorized data gaps work plan.
- Created visuals of existing subsurface contamination using ArcGIS.



Specialties

- Fieldwork activities and oversight
- Data gap identification
- ArcGIS

Education

MS, Geology

BS, Geology

Licenses

GIT (Mississippi)

Certifications

OSHA HAZWOPER Certification

OSHA HAZWOPER

Site Supervisor Certification

Department of Transportation

Hazardous Materials Basic

General Awareness

American Red Cross First Aid/

CPR/AED



P I O N E E R
TECHNOLOGIES CORPORATION

MELISA KEGANS

Project Engineer

Melisa Kegans is a Project Engineer whose specialties include remedial fieldwork, data evaluation, and technical writing. She has also conducted human health risk assessments (HHRAs), determined statistical compliance with cleanup criteria, and spatially analyzed data using GIS. She has excellent written and verbal communication skills and has authored numerous environmental reports.

Example Project Experience

Former Aerospace Test Site | Marysville, Washington

Responsible for conducting Ecological Risk Assessments for model species, invertebrates, and plants in order to determine safe exposure levels for ecological receptors. Highlights:

- Evaluated potential adverse health impacts to ecological receptors possibly exposed to constituents in soil and surface water.
- Calculated risk-based cleanup levels using exposure data for ecological receptors.

Former Chemical Manufacturing Facility | Oakley, California

Designed and recommended excavation and sampling plans based on results of statistical analyses in order to satisfy regulatory clean up criteria. Highlights:

- Authored letters and reports to the Water Quality Board, Department of Fish and Wildlife, and the Army Corps of Engineers during active remediation.
- Coauthored completion reports for soil and sediment remediation activities to the Department of Toxic Substances Control.
- Ensured project databases holding analytical data were accurate and up-to-date by conducting quality assurance analyses, testing, and coordination with database managers.
- Used GIS to spatially analyze and review analytical data (e.g., find excavation volumes, calculate cleanup statistics, and plot groundwater contours).

Auto Dealership Site | Auburn, Washington

Conducted field work and provided services to support RI and interim action evaluation (2020-current). Highlights:

- Logged soil borings and oversaw POC monitoring well installation.
- Collected soil, groundwater, sediment, soil gas, and indoor air samples.

Olympia Brownfield Coalition Grant | City of Olympia, and Olympia MPD

Conducted Phase I Environmental Site Assessments for multiple petroleum sites prior to redevelopment. Highlights:

- Assessed current and historical records to identify possible recognized environmental conditions in connection with the subject property and their relative significance.



Specialties

- Fieldwork activities and oversight
- Data Evaluation
- ArcGIS

Education

MS, Environmental Engineering
BS, Biology

Certifications

OSHA HAZWOPER Certification
OSHA HAZWOPER
Site Supervisor Certification
Department of Transportation
Hazardous Materials Basic
General Awareness
American Red Cross First Aid/
CPR/AED



P I O N E E R
TECHNOLOGIES CORPORATION

Appendix B

Certificate of Completion

This is to certify that

Troy Bussey

has satisfactorily completed

40 hours of training in

Hazardous Waste Operations And Emergency Response

in compliance with DOT Docket HM-181, HM-126F and HM 215-A

October 13, 1995

Sandra Karapina
Training Administrative Director



 **Prezant**

Cert. # 95-1964

Levels of PPE used: A, B, C, & D

Prezant Associates, Inc. • 330 Sixth Avenue North, Suite 200 • Seattle, Washington 98109 • (206) 281-8858

Certificate of Completion

This certifies that

Troy Bussey

has successfully completed

8 Hour HAZWOPER Supervisor Refresher Training

This certification alone does NOT indicate INITIAL 8 Hour OSHA Supervisor Training

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)(8)

And all State OSHA/EPA Regulations as well including 29 CFR 1926.65 for Construction.

This course (Version 3) is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 0.8 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2112295127737

Certificate Number

12/29/2021

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley, CA 93063
(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>



Proof of initial certification and subsequent refresher training is NOT required to take refresher training

Certificate of Training

Joel Hecker

has successfully completed a course of instruction for

OSHA 40 HOUR HAZWOPER

**HAZARDOUS WASTE OPERATIONS
AND EMERGENCY RESPONSE TRAINING -- 29 CFR 1910.120**

DeLisle Associates LTD

5050 S. Sprinkle Road
Portage, Michigan 49002
(269) 373-4500

Presented on this Date: July 13, 2012
Course Date: July 9-13, 2012
Expiration Date: July 13, 2013
Certificate Number: H-2358




Matt Dunklee, Instructor

Certificate of Completion

This certifies that

Joel W. Hecker

has successfully completed

8 Hour HAZWOPER Supervisor Refresher Training

This certification alone does NOT indicate INITIAL 8 Hour OSHA Supervisor Training

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)(8)

And all State OSHA/EPA Regulations as well including 29 CFR 1926.65 for Construction.

This course (Version 3) is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 0.8 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2204145243131

Certificate Number

4/14/2022

Issue Date



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(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>



Proof of initial certification and subsequent refresher training is NOT required to take refresher training

Roy F. Weston, Inc.

This certifies that

Chris Waldron

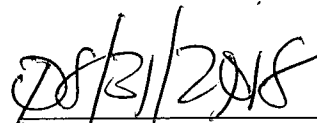
has completed the

**REMEDIATION RESPONSE HEALTH AND SAFETY
TRAINING COURSE (RFW 1180.8)**

I certify that I successfully completed the 40-hour HAZWOPER Course from George Crawford (Weston's Corporate Safety Officer) in 1990/1991 at Weston's Albuquerque, NM Office.



Chris Waldron



Date

Certificate of Training

Awarded to:

Avery Rosenbalm

By TCB Northwest

For successful completion of the 40-Hour Hazardous Waste Operations
& Emergency Response & GHS Training in accordance with
29 CFR 1910.120 (e), WAC 296-843-200 (40hr) & WAC 296-901-140

Certificate#: 01142021-1206

Certified in Level: C, D



*Date: January 11, 2021 - January 14,
2021*

Instructor:

A handwritten signature in black ink, appearing to read "Andrew C. Williams".

Andrew C. Williams

Certificate of Completion

This certifies that

Avery Rosenbalm

has successfully completed

8 Hour HAZWOPER Supervisor Training

This certificate does not in itself indicate initial 24 or 40 Hour HAZWOPER Training

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)(4)

And all State OSHA/EPA Regulations as well including 29 CFR 1926.65 for Construction.

This course is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 0.8 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2112194373164

Certificate Number

12/19/2021

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.

Annual Refresher Training NOT Required



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley, CA 93063
(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>

Certificate of Training

Awarded to:

Melisa C Kegans

By TCB Educational Services

For successful completion of the
40-HR Hazardous Waste Operations & Emergency Response Training
in accordance with 29 CFR 1910.120 (e), WAC 296-843-200 (40hr),
& WAC 296-62-095

Certificate#: 40HR-7122018-2

Date: July 9-12, 2018

Certified in Level: C, D



Instructor:

Andrew C. Williams
Andrew C. Williams

Certificate of Completion

This certifies that

Melisa C. Kegans

has successfully completed

8 Hour HAZWOPER Refresher Training

Refresher certification does NOT necessarily indicate initial 24 or 40 Hour HAZWOPER certification

In Accordance w/Federal OSHA Regulation 29 CFR 1910.120(e) & (p)

And all State OSHA/EPA Regulations as well including 29 CFR 1926.65 for Construction.

This course (Version 1) is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044).

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 0.8 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2108035242306

Certificate Number

8/3/2021

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

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(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>



Proof of initial certification and subsequent refresher training is NOT required to take refresher training

PIONEER Technologies Corporation

2022 Port of Bremerton Rates

PIONEER TECHNOLOGIES CORPORATION LABOR CATEGORY	2022 Price List (Hourly Rate)
Principal Scientist Principal Developer Principal Engineer	\$198.00
Senior Scientist Senior Engineer Senior Developer Senior Project Manager	\$175.00
Project Scientist Project Engineer Project Developer	\$135.00
Staff Scientist Staff Engineer Staff Developer	\$118.00
Administrative Assistant	\$80.00
Intern	\$45.00

OTHER EXPENSES	Rate
Vehicle Miles	IRS Current Mileage Rate (\$0.625 per mile)
Other Direct Costs/Subcontractor/Equipment Rental	Cost Plus 8%

Attachment D



5205 Corporate Ctr. Ct. SE, Ste. A
Olympia, WA 98503-5901

Phone: 360.570.1700

Fax: 360.570.1777

www.uspioneer.com

July 6, 2022

James Weaver and Taylor Korizon
Port of Bremerton
8850 SW State Highway 3
Bremerton, WA 98312

Subject: Port Orchard Soil Remediation Project Task and Compensation Clarifications
521 and 525 Bay Street, Port Orchard, Washington

Dear James and Taylor:

PIONEER Technologies Corporation (PIONEER) has prepared this letter to document task and compensation clarifications associated with the Port of Bremerton's (Port's) Consultant Agreement for PIONEER's work at the aforementioned Site, based on our June 29, 2022 email to the Port and July 5, 2022 discussion with the Port.

Clarification of Task 1 - Initial Site Assessment Review

The nature and extent of contamination on the Site has not yet been fully characterized to comply with Model Toxics Control Act (MTCA) regulations and Washington State Department of Ecology (Ecology) expectations. As a result, Task 1 will also include identification of remedial investigation (RI) data gaps, preparation of an RI work plan, and completion of RI field, laboratory, and evaluation tasks. It is expected that RI activities may consist of multiple phases of field/laboratory/evaluation work.

Clarification of Task 2 - Conduct Feasibility Study

In order to comply with MTCA regulations and Ecology expectations, a combined RI/Feasibility Study (FS) report will be prepared as part of Task 2 (rather than a FS report). The RI/FS report will include the FS aspects discussed in the Port's Attachment A: Scope of Services to be Provided as well as other RI/FS report requirements in MTCA regulations.

Clarification of Consultant Compensation Included in Consultant Agreement

There is a high degree of cost uncertainty at this time for Tasks 3 through 5 because of the extremely limited investigation activities completed at the Site to date. In other words, it is premature to reasonably estimate the remediation costs until the RI/FS report is completed. As a result, contract amendments may be required to increase the maximum compensation listed in the Consultant Agreement based on the findings of Task 1 (Initial Site Assessment Review) and Task 2 (Conduct Feasibility Study).

If you have any questions regarding this letter, please contact either of us at 360.570.1700.

Respectfully,

A handwritten signature in blue ink that reads 'Troy Bussey Jr.'.

Troy Bussey Jr., P.E., L.G., L.HG.
Principal Engineer

A handwritten signature in blue ink that reads 'Joel W. Hecker'.

Joel Hecker, L.G., L.HG.
Senior Geologist/Hydrogeologist

