

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

PORT OF SKAMANIA

THIS INTERAGENCY AGREEMENT ("Agreement" or "IAA") is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and the Port of Skamania hereinafter referred to as the "PORT" and "CONTRACTOR," pursuant to the authority granted by Chapter 39.34 of the Revised Code Washington, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT is for PORT to conduct a supplemental soil and groundwater investigation, addressing data gaps at the US Army COE Hamilton Island Parcel 2 (Cascade Business Park) for the purpose of removing site use restrictions and requesting a No Further Action (NFA) opinion through the Voluntary Cleanup Program (VCP).

WHEREAS, ECOLOGY has legal authority under RCW 70A.305 and the PORT has legal authority under RCW 35.21.735 that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

PORT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work, Deliverables and Budget*, attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on the signature date of ECOLOGY, and be completed by June 30, 2024, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

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3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

State funds will be utilized for this agreement.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$47,000.00, including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, Statement of Work, Deliverables and Budget. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to:

State of Washington
Department of Ecology
Toxics Cleanup Program
Attn: Angela Harkins
PO Box 47600
Olympia, WA 98504-7600

Payment requests may be submitted on a monthly basis. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

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5. ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10. FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

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11. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2400078.
- d. Appendix A, Statement of Work, Deliverables and Budget.
- e. Appendix B, Special Terms and Conditions.
- f. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound

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reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18. SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved, there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with OMWBE, WA Veterans, or is a WA small business. Provide such information to ECOLOGY's Agreement manager.

19. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

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23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:

Name: Arianne Fernandez Address: P.O. Box 47600,

Olympia, Washington 98504

Phone: 360-704-0173

Email: afer461@ecv.wa.gov

The PORT Representative is:

Name: Pat Albaugh

Address: 212 Southwest Cascade Avenue

PO Box 1099

Stevenson, Washington 98648

Phone: (509) 427-5484

Email: pat@portofskamania.org

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24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington Department of Ecology		Port of Skamania	
By: Barry Rogowski	8/31/2023	By: Pat albaugu	8/31/2023
Signature	Date	Signature Signature	Date
Barry Rogowski		Pat Albaugh	
Toxics Cleanup Program Manager		Port of Skamania Executi	ve Director

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APPENDIX A

STATEMENT OF WORK, DELIVERABLES AND BUDGET

PURPOSE

This project will support a supplemental soil and groundwater investigation to address data gaps at the US Army COE Hamilton Island Parcel 2 (Cascade Business Park) located at 1490 Coyote Ridge Road in North Bonneville (Stevenson/Skamania County) for the purpose of removing site use restrictions and requesting a No Further Action (NFA) opinion through the Voluntary Cleanup Program (VCP).

BACKGROUND

The PORT is conducting supplemental site cleanup activities at the US Army COE Hamilton Island Parcel 2 site (Site) to remove site use restrictions and obtain an NFA opinion. The Site is listed as cleanup site ID (CSID) #736 and VCP Project Number SW1740. Initial Site cleanup activities were completed by the US Army Corps of Engineers (USACE) in the 1990s. ECOLOGY issued an NFA determination in 1997 but required restrictions on the Site use to be documented in an Environmental Covenant, which was filed in 1998.

The PORT would like to redevelop the Site as part of their Cascade Business Park redevelopment, which will require removal of the site use restrictions and environmental covenant. The PORT enrolled the site in the VCP in 2021 and has conducted additional cleanup activities. ECOLOGY issued a Further Action opinion letter dated April 13, 2023, identifying data gaps to be addressed before an NFA opinion could be considered.

Under this agreement, the PORT will complete supplemental site investigation activities addressing data gaps to support a request to remove site use restrictions and for an NFA opinion from ECOLOGY. Supplemental site investigation activities are necessary in two (2) areas of the Site:

- AOC-1 (former wash rack area), and
 - o Per the restrictive covenant, four (4) feet of clean cap soil is present in this location.
- AOC-2 (former maintenance building).
 - o Per the restrictive covenant, nine (9) feet of clean cap soil is present at AOC-2.

Task 1 - Supplemental Soil and Groundwater Investigation to Address Data Gaps

The PORT will complete supplemental site investigation activities, including collection of additional soil and groundwater water samples from two (2) areas currently restricted with an environmental covenant. The sampling and analysis will follow the same procedures described in the work plan dated 12/3/2021. The PORT will prepare a brief supplemental work plan addendum, to the previously drafted 2021 work plan, describing the additional site investigation.

The PORT will conduct the following activities:

- Prepare a supplemental work plan addendum describing the sampling locations and methodology throughout the former wash rack area and former maintenance building.
- Using a direct-push drilling rig, collect subsurface soil samples to address data gaps.
 - O Up to eight (8) borings will be advanced within either the former wash rack area and the former maintenance building area and advanced to a depth of up to fifteen (15) feet below ground surface (bgs).
 - O Continuous soil cores will be retrieved for observation and field screening utilizing a photoionization detector. After field observations are recorded, soil samples will be collected from borings at the depth interval where the following may be discovered/observed:
 - Visual evidence, such as staining or sheen.

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- Olfactory evidence, such as petroleum odor, and/or
- Organic vapors are present.
- o If there is no evidence of contamination, discrete soil samples will be collected from each boring from the following target depths:
 - Former wash rack area (AOC-1):
 - \triangleright 0 4 feet bgs,
 - ➤ 4 7 feet bgs, and
 - > 7 10 feet bgs.
 - Former maintenance building (AOC-2):
 - > 0 to 5 feet bgs,
 - > 5 to 9 feet bgs,
 - > 9 to 12 feet bgs, and
 - > 12 to 15 feet bgs.
- o A total of up to thirty (30) soil samples (including field duplicates) will be submitted to a certified laboratory and analyzed for:
 - Diesel range organics (DRO) and Heavy-oil range organics (HRO) by Northwest Total Petroleum Hydrocarbons Dx Method (NWTPH-Dx).
 - Polyaromatic hydrocarbons (PAHs) by EPA Method 8270E selected ion monitoring (SIM).
 - Polychlorinated biphenyls (PCBs) by EPA Method 8082A.
 - Metals (by EPA Method 6020B), including the following:
 - > Antimony,
 - > Arsenic,
 - > Beryllium,
 - > Cadmium,
 - Chromium,
 - Copper,
 - Copper
 - Lead,
 - Mercury,
 - Nickel.
 - > Selenium,
 - Silver.
 - > Thallium, and
 - > Zinc.
 - Benzene, Toluene, Ethylbenzene and Xylene (BTEX) and chlorinated volatile organic compounds by EPA Method 5035A/8260D.
- o The PORT will use a tiered approach to soil analysis, including:
 - Initially one (1) sample from below the clean cap from each boring will be selected for analysis based on field observations.
 - If the sample from that boring indicates an elevated result for contaminants of concern (COCs), additional archived soil samples may be selected for analysis to delineate the vertical extent of contamination.
- Using a direct-push drilling rig, borings will be advanced in areas inferred downgradient of
 former features at both the former wash rack area and the former maintenance building for
 reconnaissance groundwaters sampling.
 - O Up to four (4) borings will be advanced to a maximum of 25 feet bgs at the former wash rack area and the former maintenance building.
 - Reconnaissance groundwater samples will be collected from temporary wells, consistent with industry-standard techniques as described in the sampling and analysis plan of the 12/3/2021 work plan.

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- o Groundwater samples will be submitted to a certified laboratory and analyzed for:
 - Diesel range organics (DRO) and heavy-oil range organics (HRO) by Northwest Total Petroleum Hydrocarbons Dx Method (NWTPH-Dx).
 - Polyaromatic hydrocarbons (PAHs) by EPA Method 8270E selected ion monitoring (SIM).
 - Metals (by EPA Method 6020B total and dissolved fractions), including the following:
 - > Antimony,
 - Arsenic,
 - ➢ Beryllium,
 - Cadmium,
 - > Chromium,
 - Copper,
 - Lead,
 - Mercury,
 - ➢ Nickel,
 - > Selenium,
 - Silver,
 - > Thallium, and
 - > Zinc.
 - Benzene, Toluene, Ethylbenzene and Xylene (BTEX) and chlorinated volatile organic compounds by EPA Method 8260D.
- The PORT will prepare a report describing the work completed, including:
 - o Documentation of field work,
 - o Data validation and quality assurance/quality control (QA/QC),
 - o Evaluation of the analytical results,
 - o A conceptual site model, and
 - o Recommendations for further assessment, if applicable.
- All analytical data collected will be uploaded to ECOLOGY's Environmental Information Management System (EIM) database.

Task 1 Deliverables:

- 1. PORT will prepare a Draft Supplemental Work Plan Addendum to the previously drafted 2021 Work Plan for ECOLOGY review and approval at least two (2) weeks prior to conducting any field activities.
- 2. PORT will prepare a Final Supplemental Work Plan Addendum, including ECOLOGY's comment on the draft version, at least one (1) week prior to conducting any field activities.
- 3. PORT will prepare a Draft Supplemental Investigation Report addressing data gaps for ECOLOGY review by March 31, 2024.
- 4. PORT will prepare a Final Supplemental Investigation Report, including all of ECOLOGY's comments on the draft version by May 30, 2024.
- 5. All analytical data collected will be submitted for ECOLOGY's upload to the Agency's EIM database at least sixty (60) days prior to agreement expiration.

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BUDGET

Item	Description	Amount
1	Task 1: Supplemental Soil and Groundwater Investigation Addressing Data Gaps	\$47,000.00
	Total Project Cost	\$47,000.00

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APPENDIX B

SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
- a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <u>The System for Award Management</u> and print a copy of completed searches to document proof of compliance.
- 2) Archaeological And Cultural Resources

CONTRACTOR shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic archeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

CONTRACTOR must agree to hold ECOLOGY harmless in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the CONTRACTOR's negligence, including any subcontractor's negligence.

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CONTRACTOR shall:

- a) Contact ECOLOGY to discuss any Cultural Resources requirements for the work/project:
 - For state-funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
 - Cultural Resource Consultation and Review should be initiated early in the project planning
 process and must be completed prior to expenditure of Agreement funds, as required by
 applicable state and federal requirements.
- b) If required by ECOLOGY, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any work/project that involves field activities. ECOLOGY will provide the IDP form.

CONTRACTOR shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify ECOLOGY, which will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then notify ECOLOGY.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.
- 3) Environmental Data Standards
- a) CONTRACTOR shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. CONTRACTOR is to contact ECOLOGY if unsure about whether a QAPP is required for their project. If a QAPP is required, the CONTRACTOR shall:
 - Contact the ECOLOGY Quality Assurance Officer or Designee (Program QAC) for project specific QAPP requirements.
 - Use ECOLOGY's QAPP Template/Checklist provided by ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
 - Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

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• Submit the QAPP to ECOLOGY for review and approval before the start of the work.

- b) CONTRACTOR shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless ECOLOGY instructs otherwise. The CONTRACTOR must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at website: http://www.ecy.wa.gov/eim.
- c) CONTRACTOR shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. *Guidelines for Creating and Accessing GIS Data* are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. CONTRACTOR, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

Certificate Of Completion

Envelope Id: 3B217C74B6654A90B098A3F49E9DC643

Status: Completed

Subject: DocuSign: New IAA for Port of Skamania to conduct a supplemental soil/groundwater data gaps invest.

Source Envelope:

Document Pages: 17 Certificate Pages: 5 AutoNav: Enabled

Signatures: 2 Initials: 1

Envelope Originator: Angela Harkins angh461@ecy.wa.gov

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 147.55.7.168

Record Tracking

Status: Original

8/31/2023 2:33:14 PM

Holder: Angela Harkins angh461@ecy.wa.gov Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Ecology -

TCP

Location: DocuSign

Timestamp

Signer Events

Pat Albaugh

pat@portofskamania.org

Security Level: Email, Account Authentication

(None)

Signature

Pat albaugh 4712A473310D43A

Sent: 8/31/2023 2:43:28 PM Resent: 8/31/2023 3:28:03 PM Viewed: 8/31/2023 3:28:46 PM Signed: 8/31/2023 3:29:05 PM

Signature Adoption: Pre-selected Style Using IP Address: 98.158.4.138

Electronic Record and Signature Disclosure:

Accepted: 8/31/2023 2:55:36 PM ID: 50034e1f-57b4-4986-8d34-b5304b9d473f

Barry Rogowski

brog461@ECY.WA.GOV

Program Manager

Security Level: Email, Account Authentication

(None)

(None)

Barry Rogowski -8A0C8B7E8EB0424

Sent: 8/31/2023 3:29:07 PM Viewed: 8/31/2023 3:33:30 PM Signed: 8/31/2023 3:33:44 PM

Signature Adoption: Pre-selected Style Using IP Address: 147.55.7.168

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Amanda Seider asei461@ECY.WA.GOV Security Level: Email, Account Authentication	COPIED	Sent: 8/31/2023 3:29:07 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/31/2023 2:43:28 PM
Envelope Updated	Security Checked	8/31/2023 3:27:47 PM
Envelope Updated	Security Checked	8/31/2023 3:27:47 PM
Envelope Updated	Security Checked	8/31/2023 3:27:47 PM
Certified Delivered	Security Checked	8/31/2023 3:33:30 PM
Signing Complete	Security Checked	8/31/2023 3:33:44 PM
Completed	Security Checked	8/31/2023 3:33:44 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disc	closure	MINISTER COLORES

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Washington State Department of Ecology - Toxics Cleanup Program (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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