

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works

**DATE:** March 5, 2019

**REQUESTED ACTION:** Authorize Clark County Council Chair to sign Modification 10 to the Environmental Services Cooperative Agreement (ESCA), W912DY-11-2-0337, to increase cleanup funding by \$7,998,856.19 for Camp Bonneville munitions cleanup. Also authorize the Council Chair to sign the contract with Weston Solutions, Inc. for the work funded through Modification 10 of the ESCA.

  X   Consent             Hearing             County Manager

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### BACKGROUND

Clark County manages the cleanup at Camp Bonneville, a former U.S. Army post north of Camas, using federal funds, with regulatory oversight from the Washington State Department of Ecology.

Weston Solutions Inc. has been Clark County's cleanup contractor since 2012. The company already has completed a significant portion of the cleanup, including clearing Camp Bonneville's Central Valley Floor for munitions or explosives of concern.

Modification 10 to the Environmental Services Cooperative Agreement will provide federal funding to complete the final phase of munitions remediation at Camp Bonneville. Specifically, the U.S. Army will provide \$6,852,121.15 to clear 194 acres in the Western Slopes and \$1,146,735.04 to clear 30 acres of step-outs at the 3.5-inch rocket range.

Step-outs are done when the cleanup contractor finds munitions or explosives of concern near a clearance area's boundary. The contractor expands the clearance area, or "steps out," to an adjacent area. The step-out process continues until no additional items are found. Modification 10 provides a unit price of \$29,885 per acre for step-outs during the Western Slopes' cleanup.

The contract with Weston Solutions is for the same amounts and purposes as described above.

The current 2019 budget for Camp Bonneville is \$ 5,508,554, which does not include the additional federal funding to clear 194 acres of the Western Slopes and 30 acres of step-outs for the rocket range.

### COUNCIL POLICY IMPLICATIONS

None.

### ADMINISTRATIVE POLICY IMPLICATIONS

None.

### COMMUNITY OUTREACH

The Washington State Department of Ecology sent out a mailer describing the Western Slopes cleanup and providing a comment period from Nov. 29, 2018, to Feb. 15, 2019. The Ecology Department also held an open house and public hearing on Feb. 6, 2019, at the Vancouver Community Library. County representatives were present for both the open house and public hearing.

PW19-025

## BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

## BUDGET DETAILS

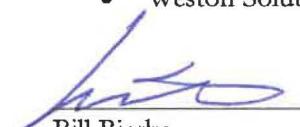
Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$7,998,856.19
Account	Camp Bonneville
Company Name	Weston Solutions, Inc.

## DISTRIBUTION:

Council staff will post all staff reports to the county website, [www.clark.wa.gov/council-meetings](http://www.clark.wa.gov/council-meetings).


### Attachments:

- Modification 10 to the Environmental Services Cooperative Agreement, W912DY-11-2-0337
- Weston Solutions, Inc. contract

  
Bill Bjerke  
Parks & Lands Manager

  
Ahmad Qayoumi, PE  
Public Works Director/County Engineer

Primary Staff Contact: Jerry Barnett, PE, Ext.4969

APPROVED:   
CLARK COUNTY, WASHINGTON  
CLARK COUNTY COUNCIL

DATE: 3/6/19

SR# 40-19

APPROVED: \_\_\_\_\_  
Shawn Hennessee, County Manager

DATE: \_\_\_\_\_



## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

This request is revenue neutral. Clark County serves as a pass-through organization. The funding supplied with this Modification 10 to the Environmental Services Cooperative Agreement (W912DY-11-2-0337) will be used to pay the clean-up costs as described in the contract between Weston Solutions, Inc. and Clark County. The entire Camp Bonneville clean-up has been, and will be, revenue neutral.

### Part II: Estimated Revenues

Fund #/Title	2017-2018 Biennium		2019 Annual Budget		2020 Annual Budget	
	GF	Total	GF	Total	GF	Total
1013/Camp Bonneville			0	6,500,000	0	1,498,900
<b>Total</b>			0	6,500,000	0	1,498,900

II. A – Describe the type of revenue (grant, fees, etc.)

The revenue for this work will be provided through the attached Modification 10 to the Environmental Services Cooperative Agreement (W912DY-11-2-0337).

### Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	2017-2018 Biennium		2019 Annual Budget		2020 Annual Budget	
		GF	Total	GF	Total	GF	Total
1013/Camp Bonneville				0	6,500,000	0	1,498,900
<b>Total</b>				0	6,500,000	0	1,498,900

III. B – Expenditure by object category

Fund #/Title	2017-2018 Biennium		2019 Annual Budget		2020 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual			0	6,500,000	0	1,498,900
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>			0	6,500,000	0	1,498,900

## Decision Package Request Form

**Requesting Dept/Office:** Public Works

**Request Type:** Budget neutral

**Package Number:**

**Short Description:** Increase Camp Bonneville revenue and services

Limited to 50 characters for use in reports to County Council

**Package Title:** Increase Camp Bonneville revenue and services

**Contact info: name:** Lori Pearce

**email:** lori.pearce@clark.wa.gov

**phone:** ext. 4461

### Justification:

Clark County manages the cleanup at Camp Bonneville, a former U.S. Army post north of Camas, using federal funds, with regulatory oversight from the Washington State Department of Ecology. Weston Solutions Inc. has been Clark County's cleanup contractor since 2012. The company already has completed a significant portion of the cleanup, including clearing Camp Bonneville's Central Valley Floor for munitions or explosives of concern.

The Environmental Services Cooperative Agreement is the financial agreement between Clark County and the Army to provide federal funding for the cleanup. Modification 10 to this agreement will provide federal funding to complete the final phase of munitions remediation at Camp Bonneville.

Specifically, the U.S. Army will provide \$6,852,121.15 to clear 194 acres in the Western Slopes and \$1,146,735.04 to clear 30 acres of step-outs at the 3.5-inch rocket range. Step-outs are done when the cleanup contractor finds munitions or explosives of concern near a clearance area's boundary. The contractor expands the clearance area, or "steps out," to an adjacent area and continues this process until no additional munitions or explosives of concern are found.

The contract with Weston Solutions is for the same amounts and purposes as described above.

### Please complete the following for New Requests:

#### Liability/Risk/Safety Impacts:

The Camp Bonneville cleanup increases safety by removing munitions or explosives of concern. Regulatory oversight and the Cleanup Action Plan are provided by the Washington State Department of Ecology. The Army retains liability for munitions or explosives of concern at Camp Bonneville in perpetuity.

#### Positive Impact to Citizens:

Completing the cleanup of Camp Bonneville will allow a portion of the property to be reused as a regional park.

#### Efficiency Gains:

Increasing the 2019 budget will allow Weston Solutions to continue working without additional mobilization/demobilization costs.

#### Workforce Engagement and Contributions:

County employees have spent more than two decades working on Camp Bonneville and appreciate that the cleanup is nearing completion and master planning for the site's reuse is getting underway.

### Impacts/Outcomes if not approved:

If this budget request is not approved, cleanup activities will stop. Clark County would be in violation of the Prospective Purchaser Consent Decree entered into with the Washington State Department of Ecology.



Package Number	Fund	WD cost center	WD Program	Ledger Account	2019 EXP inc / REV dec (DR)	2019 EXP dec / REV inc (CR)	2020 EXP inc / REV dec (DR)	2020 EXP dec / REV inc (CR)	Type	Operating vs capital	Position	Notes
	1013	CC244 Parks and Lands - Parks	PG0534 Camp Bonneville Property Management	3310000:Federal Grant Direct		6,500,000		1,498,900	One-time	Capital		ESCA - W912DY-11-2-0337 Mod 10
	1013	CC244 Parks and Lands - Parks	PG0534 Camp Bonneville Property Management	5400000:Services	6,500,000		1,498,900		One-time	Capital		Contract with Weston Solutions, Inc.

**COOPERATIVE AGREEMENT MODIFICATION**

**MODIFICATION NO:** P00010

**AGREEMENT NO:** W912DY-11-2-0337

**EFFECTIVE DATE:** 6 March 2019

**PR NO:** W31RYO90188214

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return one copy of this modification to the Grants Officer.

**DESCRIPTION OF MODIFICATION**

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

**ACCOUNTING AND APPROPRIATION DATA:** 097 NA X 2019 0516 000 0100 CCS: NAA0 2019 08 8130 6MC80007000

01110 2540 B1J2D0 CK59F9

**INCREASE \$7,998,856.19**

**EXECUTION OF MODIFICATION**

**FOR THE RECIPIENT:**

Clark County  
P.O. Box 9810  
Vancouver, WA 98666-9810

  
(SIGNATURE)

Eileen Quiring  
(NAME)

**THE RECIPIENT MANAGER**

(TITLE)

March 5, 2019  
(DATE)

**FOR THE UNITED STATES OF AMERICA:**

U.S. Army Corps of Engineers, Huntsville Center  
ATTN: CEHNC-CTB/Sharon Butler  
475 Quality Circle  
Huntsville, AL 35806

BUTLER.SHARON.H.1  
230746970

Digitally signed by BUTLER.SHARON.H.1230746970  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA, cn=BUTLER.SHARON.H.1230746970  
Date: 2019.02.15 11:21:06 -06'00'

(SIGNATURE)

Sharon H. Butler

(NAME)

**GRANTS OFFICER**

(TITLE)

15 Feb 19

(DATE)

- 1) **Section B, Paragraph 5.1** – amend the Cooperative agreement by adding funding in the amount of \$7,998,856.19 increasing the maximum funding obligation from \$29,518,686.00 to \$37,517,542.19.
- 2) **Section B, Paragraph 5.2.1.:**
  - a. Add Contract Line Item Numbers (CLIN) 007, MEC Surface Clearance 3.5-inch Rocket Range Step-Out Grids, of approximately 30 acres. The total amount of this CLIN is \$1,146,735.04.
  - b. Add CLIN 0008, RAU 3 Phase 4 MEC Surface Clearance for Western Slopes Area of 194 acres. The total amount of this CLIN is \$6,852,121.15.
- 3) **Section B, Paragraph 5.2.1.-** The revised Table 1 - Camp Bonneville MEC ESCA CLIN funding for this agreement are listed below:

TABLE 1 – CAMP BONNEVILL MEC ESCA CLIN				
CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	MAXIMUM OBLIGATION	AMOUNT FUNDED
001	Environmental Services Central Valley Floor and Associated Wetlands	Aug 2011 – July 2021	\$15,696,885.00	\$15,696,885.00
002	Environmental Services – Western Slopes Pilot Study	Aug 2011 – July 2021	\$905,000.00	\$905,000.00
003	Option 1 – Additional Cleanup Funding Line Item (Original 5 acres)	Aug 2011 – July 2021	\$149,425.00	\$149,425.00
004	RAU 3 Phase 2	May 2015 – July 2021	\$4,839,645.00	\$4,839,645.00
005	RAU 3 Phase 3 (Central Impact Target Areas(CITA) and CITA Expansion)	Sept 2017 – July 2021	\$7,108,606.00	\$7,108,606.00
006	Option 1 – Additional Cleanup Funding Line Item (Additional 25 acres)	Aug 2011 – July 2021	\$747,125.00	\$747,125.00
007	MEC Surface Clearance 3.5-inch Rocket Range, Step-Out Grids(Approximately 30 Acres)	Aug 2011 – July 2021	\$1,146,735.04	\$1,146,735.04
008	RAU 3 Phase 4 MEC Surface Clearance for Western Slopes Area (194 Acres)	Feb 2019 – July 2021	\$6,852,121.15	\$6,852,121.15
<b>TOTAL OBLIGATION</b>			<b>\$37,517,542.19</b>	<b>\$37,517,542.19</b>

- 4) **Section B, Paragraph 11** – Revise the Financial Report Distribution and Correspondence Table with the Table below:

ADDRESSEE	ADDRESS	REPORTS & CORRESPONDENCE	ORIGINAL & COPIES
Grants Officer	U.S. Army Engineering & Support Center ATTN: CEHNC-CTB (Sharon Butler) 475 Quality Circle Huntsville, AL 35806 E-mail: Sharon.H.Butler@usace.army.mil	SF 270 SF 425 (Quarterly/Final)	Original Original
		Written Correspondence affecting performance and/or proposed changes by Recipient	Original
		Quarterly Performance Reports	Original

<b>Army BRAC Division Program Manager</b>	<b>DA, ACSIM (DAIM-ODB)</b> <b>ATTN:Andrew Van Dyke</b> <b>2530 Crystal Drive</b> <b>Arlington, VA 22202</b> <b>E-mail:</b> <b>andrew.l.vandyke.civ@mail.mil</b>	<b>SF 270</b> <b>SF 425 (Quarterly/Final)</b>  <b>Written Correspondence</b> <b>affecting performance and/or</b> <b>proposed changes by</b> <b>Recipient</b>  <b>PERFORMANCE REPORTS</b>	<b>1 Copy</b> <b>1 Copy</b>  <b>1 Copy</b>  <b>1 Copy</b>
<b>CEHNC Program Manager</b>	<b>U.S. Army Engineering &amp; Support Center</b> <b>ATTN: CEHNC-EMM (John Nebelsick)</b> <b>475 Quality Circle</b> <b>Huntsville, AL 35806</b> <b>E-mail: John.d.nebelsick@usace.army.mil</b>	<b>SF 270</b> <b>SF 425 (Quarterly/Final)</b>  <b>Written Correspondence</b> <b>affecting performance and/or</b> <b>proposed changes by</b> <b>Recipient</b>  <b>Quarterly Performance</b> <b>Reports</b>	<b>1 Copy</b> <b>1 Copy</b>  <b>1 Copy</b>  <b>1 Copy</b>
<b>BRAC Environmental Coordinator</b>	<b>Scott Armstrong</b> <b>CALIBRE Systems, Inc.</b> <b>E-mail: Scott.Armstrong@calibresys.com</b>	<b>SF 270</b> <b>SF 425 (Quarterly/Final)</b>  <b>Written Correspondence</b> <b>affecting performance and/or</b> <b>proposed changes by</b> <b>Recipient</b>  <b>Quarterly Performance</b> <b>Reports</b>	<b>1 Copy</b> <b>1 Copy</b>  <b>1 Copy</b>  <b>1 Copy</b>



- 5) **Section B, Paragraph 15** – Revise the Government and Recipient Representatives Table with the table below:

NAME	TITLE	OFFICE & E-MAIL	TELEPHONE/FAX
<b>Army:</b> <b>Sharon Butler</b>	<b>Grants Officer</b>	<b>U.S. Army Engineering &amp; Support Center</b> <b>475 Quality Circle</b> <b>Huntsville, AL 35806</b> E-mail: Sharon.H.Butler@usace.army.mil	<b>PH: 256-895-1440</b>
<b>John Nebelsick</b>	<b>ESCA Program Manager</b>	<b>Environmental &amp; Munitions Center of Expertise</b> <b>475 Quality Circle</b> <b>Huntsville, AL 35806</b> E-mail: John.d.nebelsick@usace.army.mil	<b>PH: (256) 895-1795</b>
<b>Andrew Van Dyke</b>	<b>Army BRAC Division Program Manager</b>	<b>DA, ACSIM (DAIM-ODB)</b> <b>2530 Crystal Drive</b> <b>Arlington, VA 22202</b> E-mail: andrew.l.vandyke.civ@mail.mil	<b>PH: (703) 545-2452</b>
<b>Scott Armstrong</b>	<b>BRAC Environmental Coordinator (BEC)</b>	<b>Scott Armstrong</b> <b>CALIBRE Systems, Inc.</b> <b>4880 Finlandia Way</b> <b>Carmichael, CA 95608</b> E-mail: Scott.Armstrong@calibresys.com	<b>PH: (916) 261-4577</b>
<b>Clark County</b>	<b>The Recipient</b>	<b>Clark County</b> <b>P.O. Box 9810</b> <b>Vancouver, WA 98666-9810</b>	

- 6) **Section C – Revise the following paragraph 4.3.6.1(c) as highlighted below:** The Parties have developed the scope of services for Munitions Response of the ACES as provided in the TSRS, as follows:

- a. Within the boundary of the CVFAW (see Attachment E.1), the Recipient is responsible for conducting subsurface MEC clearance to a depth of 14 inches below ground surface (bgs) and obtaining Task Completion for the CVFAW, for which it has been provided funding under this Agreement, even if the cost exceed the amount funded by the Army.
- b. If the WDOE requires surface Step-Out Clearance beyond the boundary of the CVFAW, Army will provide to the Recipient additional funding, and the Recipient shall perform the work as outlined in this agreement.
  - This additional funding amount for surface Step-Out Clearance shall be the total of the number of step-out grids required by the WDOE multiplied by the agreed upon unit cost per step-out grid.
  - NOTE: The original ESCA negotiated in 2011 included step-out surface clearance at \$15,000 an acre. In 2014, the DGM aspect of work was replaced by analog subsurface clearance including a revised surface clearance cost of \$29,885 an acre. However, the original ESCA forward funded five acres of step-out clearance at the old rate of \$15,000 per acre and wasn't updated to the newly negotiated rate of \$29,885 per acre. This was an oversight by all parties during

modification P0007. This ESCA modification reflects an actual cost of \$149,425 for the 5 acres (CLIN 0003) plus an additional 25 acres (CLIN 0005) at actual cost of \$747,125 (25 acres @ \$29,885). This is a difference of \$821,550, the amount of this modification.

- c. The Recipient will be reimbursed for its performance of surface Step-Out Clearance, calculated as described above, through the Additional Cleanup Funding Line Item described in Section B.5.2. If these cost exceed the Additional Required Cleanup Funding, the parties agree to amend this Agreement for the purpose of providing the Recipient the additional funding pursuant to C.4.3.6.1 necessary to achieve Task Completion.
- d. The Recipient shall seek WDOE's approval of the Pilot Study Area and proposed evaluation as outlined in the TSRS. If the Recipient obtains WDOE approval, then it will perform the pilot study as outlined in the TSRS even if the cost exceed the amount funded by the Army.
- e. Within the areas described as Phase 2 (see attachment E.1) the Recipient is responsible for conducting the following MEC clearance actions and obtaining Task Completion of Phase 2, for which it has been provided funding under this Agreement, even if the cost exceed the amount funded by the Army:
  - Surface clearance (0-3 inches bgs) of the Former Demolition Areas 1 and 2.
  - Surface clearance (0-3 inches bgs) of the former Training Ranges: Hand Grenade, Rifle Grenade and 3.5-inch rocket range.
  - Subsurface clearance (0-14 inches bgs) of the Former Firing Positions: artillery Position 1, 2, 3 4 and 7 and Mortar Positions 1, 2, 4, 5 and 6.
- f. If the WDOE requires surface Step-Out Clearance beyond the boundary of the areas outlined in Phase 2, Army will provide to the Recipient additional funding, and the Recipient shall perform the work as outlined in this Agreement.
  - The additional funding amount for surface Step-Out Clearance shall be the total of the number of step-out grids required by the WDOE multiplied by the agreed upon unit cost per acre.
- g. The Recipient is responsible for conducting step-out MEC Surface Clearance for approximately 30 acres in the 3.5 inch Rocket Range (CLIN 007) as required by the WDOE.
- h. Within the boundary of the Central Impact Target Area (CITA) the recipient is responsible for conducting surface clearance (0 inches below ground surface [bgs]) for 100 percent of a 100-acre polygon that shall encompass the 15 identified targets and previous MEC findings within the CITA. In the event that any MEC item are recovered from a boundary grid, the clearance area shall be expanded by adding a new 100 ft. x 100 ft. grid extending outward from that grid, not to exceed 10 acres. The main CITA road shall be brush cut and subsurface clearance performed to a depth of 14 inches bgs. Along the Northern CITA Boundary, a subsurface clearance to 14 inches bgs shall be performed to install an external perimeter road along with a 5-strand barbed-wire fence with warning signage every 50 feet.
- i. The Recipient is responsible for conducting MEC Surface Clearance (0-3 inches bgs) of the Western Slopes Area for 194 acres.
- j. With respect sections 4.3.6.1 (a-i), pursuant to section 5.9, each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation or any other event that may adversely affect such party's ability to carry out any of its obligations under this Agreement.



7) Attachment E.1, Technical Specifications and Requirements Statement (TSRS), revise as follows:

- a. Delete Tables 1, 2 & 3.
- b. Add revised Table 1 as follows:

**Table 1**  
**Munitions Response Activities Table**

<u>Site Description and Designation</u>	<u>Completed Munitions Response Activities Summary for (2006-2011)</u>
<p><b>Institutional Controls (ICs)</b> – consists of those site-wide activities specified in the PPCD and/or ESCA, and required to establish and maintain the institutional controls that are an integral part of the remedy</p>	<p><u>Document Submittals</u></p> <ol style="list-style-type: none"> <li>1. Restrictive Covenants</li> <li>2. Annual Compliance Report</li> <li>3. Long-Term Site-Wide Operations, Maintenance, and Monitoring Plan (Draft and Final)</li> </ol> <p><u>Actions</u></p> <ul style="list-style-type: none"> <li>• Maintain all LTM and ICs in perpetuity.</li> <li>• Fence Replacement and Repair (Site Perimeter and CITA) and Sign Replacement as needed</li> <li>• Site Security</li> <li>• Enforcement of Long-Term Institutional Control in accordance with WDOE CAP.</li> <li>• UXO Technician training for selected County personnel as needed</li> <li>• Prepare educational materials</li> <li>• Maintenance of site-wide ICs.</li> <li>• Fence replacement and ongoing repairs (Site Perimeter and CITA) and sign replacement</li> <li>• Maintain site security</li> <li>• UXO Technician training for selected County personnel as needed</li> </ul>
<p><b>Site-Wide Activities</b> – consists of activities which have site-wide application and/or support actions impacting more than one RAU</p>	<p><u>Document Submittals</u></p> <ol style="list-style-type: none"> <li>1. Site-Wide Health and Safety Plan</li> <li>2. Project Management Plans</li> <li>3. Monthly Project Progress Reports</li> <li>4. Fence replacement and ongoing repairs (Site Perimeter and CITA) and sign replacement</li> <li>5. Maintain site security</li> <li>6. UXO Technician training for selected County personnel as needed</li> </ol> <p><u>Actions</u></p> <ul style="list-style-type: none"> <li>• Completed Public Participation Requirements and Associated Community Relations</li> <li>• Maintained Project Repositories</li> <li>• Prepare educational materials</li> <li>• Maintenance of site-wide ICs.</li> <li>• Fence replacement and ongoing repairs (Site Perimeter and CITA) and sign replacement</li> <li>• Maintain site security</li> <li>• UXO Technician training for selected County personnel as needed</li> </ul>

<u>Site Description and Designation</u>	<u>Completed Munitions Response Activities Summary for (2006-2011)</u>
<p><b>Remedial Action Unit 3 (RAU 3)</b> consists of any area at the Property where military munitions may be present. RAU 3 is identified and illustrated in Exhibit F of the PPCD. Initial clearance actions delineated more munitions than originally expected leading to a breakout of work in the RAU 3 CAP into specific phases including: the Central Valley Floor and Associated Wetlands, Central Impact Target Area (CITA), Firing Points, Western Slopes Area, Landfill 4 Demolition Area 1, and other locations as described in the WDOE CAP for RAU 3. <b>Appendix 2—ACES Map</b></p>	<p><u>Document Submittals</u></p> <ul style="list-style-type: none"> <li>• Explosives Safety Submittals for portion of work completed</li> <li>• Emergency Action Work Plan</li> <li>• Emergency Action Report</li> <li>• Interim Cleanup Action Work Plan</li> <li>• Interim Cleanup Action Report</li> <li>• RI/FS Report Addendum</li> <li>• Cleanup Action Plan (Draft and Final)</li> <li>• Compliance Monitoring Plan*</li> <li>• After Action Reports (AAR)</li> <li>• Work Plan for CVFAW</li> <li>• Compliance Monitoring Plan</li> <li>• Explosives Safety Submittals for the CVFAW</li> <li>• MEC After Action Report for the CVFAW</li> <li>• Long-Term Operations and Maintenance Plan</li> <li>• Notice of Completion for the CVFAW</li> <li>• Work Plan for CITA, CITA expansion, Firing Points, Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, 3.5 inch rocket range, Rifle Grenade Range, Park Reuse Construction Area, and Western Slopes Area</li> <li>• Compliance Monitoring Plan</li> <li>• MEC After Action Reports for CITA, CITA expansion, Firing Points, Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, 3.5 inch rocket range, Rifle Grenade Range, Park Reuse Construction Area, and Western Slopes Area</li> <li>• MEC Findings Report for RAU 3</li> <li>• Long-Term Operations and Maintenance Plan</li> <li>• Task Completion for CITA, CITA expansion, Firing Points, Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, 3.5 inch rocket range, Rifle Grenade Range, Park Reuse Construction Area, and Western Slopes Area.</li> <li>• Notice of Completion for RAU 3</li> </ul> <p><u>Actions</u></p> <ul style="list-style-type: none"> <li>• CITA and firing points soil sampling</li> <li>• Surface and Sub-surface MEC clearance of 5 acres of 2.36-Inch Rocket Range</li> <li>• Surface MEC clearance of 15 acres in the CITA in and around hard target locations, excluding step-outs</li> <li>• Removal of 15 hard targets (e.g. vehicles, appliances) from the CITA to an on-site staging area</li> <li>• Demilitarization of 15 hard targets and haul to recycling</li> <li>• MEC Construction Support for road work in the CITA</li> <li>• Sub-surface MEC clearance of 2 acres of CITA roads</li> <li>• MEC Surface Clearance of approximately 50 acres of the Environmental Study Area, completion of AAR, and a WDOE letter of completion for the ESA</li> <li>• MEC surface clearance of approximately 305 acres of the CVF, including some step-outs</li> </ul>

<u>Site Description and Designation</u>	<u>Completed Munitions Response Activities Summary for (2006-2011)</u>
	<ul style="list-style-type: none"> <li>• MEC surface clearance of approximately 2 acres of Dense Vegetation/Moderate Slope (Western Slopes)</li> <li>• MEC Surface Clearance of approximately 46 miles of the buffer zones on each side of the road and trail footprints</li> <li>• MEC Surface Clearance and Brush Removal for Perimeter and CITA Fence Replacement and Repair Construction</li> <li>• MEC Surface clearance of approximately 15 miles of fence line perimeter to CITA and Bonneville</li> <li>• Complete AAR and Achieve Task Completion for CVFAW.</li> <li>• Maintain all LTM and ICs requirements for CVFAW.</li> <li>• Demilitarization Processing for Materials Presenting Potential Explosives Hazard for CVFAW</li> <li>• Subsurface MEC clearance to 14" BGS of the central valley floor, per WDOE CAP for RAU 3, including Demolition Area 3.</li> <li>• Subsurface MEC clearance to 14" BGS of the wetlands, per wetland protocols in WDOE CAP for RAU 3.</li> <li>• Sub Surface clearance of the Artillery and mortar Firing Points</li> <li>• MEC Surface Clearance of expanded Landfill Area 4 – Demolition Area 1</li> <li>• MEC Surface Clearance of Demolition Area 2</li> <li>• MEC Surface Clearance of 3.5-Inch Rocket Range</li> <li>• MEC Surface Clearance of hand grenade Range</li> <li>• MEC Surface Clearance of rifle grenade Range</li> <li>• MEC Subsurface Clearance to 14 inches at and around the target sites in the CITA and surface clearance of approximately 100 acres adjacent to target areas.</li> <li>• Complete removal of remaining targets from the CITA</li> <li>• MEC Construction Support for remaining road work in the CITA</li> <li>• Expansion of the CITA as necessary in accordance with agreements between the Army, Clark County and WA DOE.</li> <li>• MEC Surface Clearance of the Dense Vegetation – Moderate Slope Area north and west of the Valley Floor, Western Slopes</li> <li>• MEC Subsurface Clearance to 4 Feet in the Park Reuse Construction Area</li> <li>• MEC Subsurface Clearance to 14 Inches in the Park Reuse Construction Area</li> <li>• MEC Construction Support for Fuels Management</li> <li>• Achieve Regulatory Closure for CITA, CITA expansion, Firing Points, Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, and 3.5 inch rocket range, Rifle Grenade Range, Park Reuse Construction Area, and Western Slopes Area.</li> <li>• Maintain all LTM and ICs requirements for CITA, CITA expansion, Firing Points, Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, and 3.5 inch rocket range, Rifle Grenade Range, Park Reuse Construction Area, and Western Slopes Area.</li> <li>• Demilitarization Processing for Materials Presenting Potential Explosives Hazard for CITA, CITA expansion, Firing Points, Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, 3.5 inch rocket range, Rifle Grenade Range, Park Reuse Construction Area, and Western Slopes Area</li> </ul>

- 8) These adjustments are in accord and satisfaction and constitute compensation in full on behalf of the Recipient and its subcontractors and suppliers, for all costs and markups directly or indirectly attributed to the changes ordered herein.
- 9) All other terms and conditions of the Agreement remain unchanged.

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MODIFICATION NO. P00010

## Appendix 1 Task Descriptions



## **CAMP BONNEVILLE REMEDIAL ACTIONS FOR RAU 3 PHASE 4 SURFACE MEC REMOVAL FOR WESTERN SLOPES AREA AND 3.5 INCH ROCKET STEP-OUT MEC REMOVAL**

### **1. The recipient shall perform the following activities:**

a.) A surface clearance of the approximately (194 acres) of the Western Slopes Areas and surface clearance of any step-outs in response to these actions.

b.) A Surface clearance of the remaining 3.5in Rocket range step-outs approximately (30 acres).

The area covers approximately (224 acres). Munitions are possibly present throughout this area.

The likelihood that MEC items are present is considered moderate. The WDOE CAP for RAU 3 requires 100'x100' surface step-out clearance procedures for cases in which MEC or MD are found in the boundary grids of these areas provided they are not in an area already slated for surface clearance.

### **Task Descriptions**

**The Removal of Munitions and Explosives of Concern (MEC) at Camp Bonneville Planned Final Remedial Action RAU 3 Phase 4 (Surface MEC Removal) for;**

**A.) Western Slope Areas (WSA) (Approximately 194 acres see figure 1).**

**B.) 3.5inch Rocket Range remaining step-outs (Approximately 30 acres see figure 2).**

#### ***Task 1 – Permits, Work Plans, and all other Federal, State, Local and Tribal Government Requirements to complete this scope of work.***

The Recipient shall prepare and submit for approval a Work Plan that will satisfy the requirements of all Federal, State, Local and Tribal Government Requirements to complete this scope of work. The Recipient is expected to submit "draft", "draft final" and "final" versions of the Work Plan. The Work Plan shall include an Accident Prevention Plan (APP), Project Quality Control Plan (PQCP), and an Environmental Protection Plan (EPP) at a minimum. The plans and attachments shall be submitted to the WDOE and the US Army BRAC Division for review.

The Recipient shall prepare, submit and obtain approval in accordance with the Department of Defense Explosive Safety Board (DDESB) an Explosives Safety Submission (ESS) prior to commencement of work. The Recipient shall be responsible for writing any required AAR's to DDESB, WDOE and any other regulatory entities that require this.



The Recipient shall prepare a Disposal Feasibility Letter (DFL) to document offsite MPPEH disposal alternatives. The Recipient will be solely responsible for any offsite MPPEH disposal or situations that may arise from this action.

The Recipient shall acquire the necessary permits and approvals to conduct the work at Camp Bonneville to include an Explosive Safety Submission (ESS). Each ESS shall be prepared and submitted to USATECES based upon The Recipient chosen technical approach.

### ***Task 2 - Location Surveying, Mapping and GIS Plan***

Location surveying and mapping shall be in accordance with the approved Work Plan. The coordinate system used for the work must be acceptable by all stakeholders. All survey work shall be performed under the direction of a Professional Land Surveyor licensed in the State of Washington. MEC and non-MEC anomaly locations shall be located to the nearest 1 foot. The Recipient shall locate and/or establish a minimum number of control monuments to achieve this. Survey data shall be submitted prior to commencement of work for Site Grid Data.

Survey data may be submitted electronically by CD. Others methods of submittal must be proposed and approved by the cleanup team. The site grid data shall include a map of the entire site with grids and other pertinent feature shown. MEC and MD location data shall be submitted to the cleanup team monthly at the project coordinators meetings. Data shall include a high quality e.g. (Arcview/Arcinfo ) legible paper map showing the following; electronic color photograph, grid number where found, item number assigned, type of item, location coordinates to nearest foot. All survey data shall be included in the After Action Report (AAR).

The Recipient shall establish and manage a Geographical Information System (GIS) Plan. The Recipient shall submit the GIS data in a format compatible with the ESRI (arcview/arcinfo) system.

Delivery of exportable, search enabled database that captures field/anomaly investigation and MEC/MD MPPEH find data such as geographic location (in appropriate datum/coordinate system), reference grid location, quantity, type, depth, positioning, condition, and disposal/handling information. Delivery of all GIS project files.

### ***Task 3 - Site Facilities, Access and Contractor Office and Shop Buildings***

Buildings are available for office, shop and equipment storage. Internet (T1) and telephone lines are also available on site.

### ***Task 4 - Vegetation Removal***

Prior to surface clearance, all vegetation that would interfere with the investigation activities shall be removed. No root removal or other intrusive activity will be performed.

This activity will be accomplished under the oversight of Unexploded Ordnance (UXO) personnel, per the approved project work plans.

**NOTE: Mechanical vegetation removal may be utilized in the WSA.**

***Task 5 – Surface Clearance Target acquisition***

The Recipient shall select and propose the most efficient technology platform (sensors and positioning system) for detection of anomalies (targets) for removal and remediation. The proposed platform shall meet the objectives of the removal action and shall be in accordance with the approved Work Plan.

**The following subtasks identify the project standards for the intrusive investigation, including the removal and handling MEC in accordance with the CAP for RAU 3:**

Historical Data Review and Evaluation

The Recipient shall review and evaluate the data associated with all previous Investigations in the western slopes area and utilize this information in their proposals.

Maximum Depth of Anomaly Removal

Conduct a surface clearance of the Western Slopes Area. Notify Army BRAC Division, if any significant sub-surface anomalies are detected.

Accountability, Destruction and Certification

The Recipient shall maintain a detailed accounting of all UXO, Munitions Debris, and Discarded Military Munitions (DMM) encountered. The accounting shall include the amounts of UXO, Munitions Debris and DMM, orientation of the items, location coordinates and disposition of the items. The accounting system shall also account for demolition materials utilized for the disposal of all UXO. This accounting shall be a part of an appendix to the Site-Specific AAR.

- The Recipient shall be responsible for the disposal of MEC items found during the clearance. MEC items that are acceptable to move will be moved to the existing munitions disposal site in the CITA for destruction. MEC items that are unsafe to move will be Blown in Place (BIP). The Recipient shall establish the method of destruction in the site-specific work plan. All MEC destruction activities shall be in accordance with all
- ✓ Federal, State, Local and Tribal Government Requirements to complete this scope of work. A fenced storage magazine area for project demolition materials is available on site. The Recipient shall certify demilitarized munitions debris as free of explosive residue in accordance with all Federal, State, Local and Tribal Government Requirements and transport debris to an offsite scrap-metal recycler with a smelter.

Munitions Debris

Munitions Debris shall be handled in accordance all Federal, State, Local and Tribal Government Requirements. Certify Munitions Debris as free of explosive residue and transport debris to an offsite scrap-metal recycler with a smelter.

#### Range Debris

Clear anomalies found and verify nature of the anomalies identified. The nature of these anomalies will be documented to the extent that it is apparent that these anomalies are not MEC or MPPEH. At a minimum, this will include a photograph of the item producing the anomaly with descriptive text (size, shape, depth, etc.). In addition, the location of the item producing the anomaly will be documented. Non-MEC scrap shall be removed and appropriately disposed offsite.

***Task 6 - Restore all roads, conveyance systems and infrastructure to pre-clearance state, or better. Reseed disturbed areas with appropriate seed mixtures.***

#### ***Task 7 - Project Quality Control***

The Recipient will perform 100% post-clearance QC of all selected grids to confirm that all of the surface anomalies had been cleared to the standards of the WDOE CAP.

Additionally WDOE will conduct its own QC as it deems necessary; all QC failures shall require 100% reinvestigation. A pattern of QC failure could lead to withholding of payment and or contract termination at any time.

#### ***Task 8 - Disclosure***

The Recipient shall not publicly disclose any data generated or reviewed under this contract without prior discussion with Army BRAC Division.

#### ***Task 9 - After Action Report (AAR)***

The Recipient shall prepare and submit a final Site-Specific AAR. The Recipient is expected to submit "draft", "draft final" and "final" versions. The Site-Specific AAR will be forwarded to WDOE, US Army BRAC Division, and the administrative record and up to Four Local County repositories. The Recipient will be expected to submit up to 12 copies each of the "draft", "draft final" and "final" versions of the Site-Specific AAR.

The Recipient shall be responsible for making certain that all employees are compensated in accordance with applicable federal and state prevailing wage requirements. Information on a past trade and occupation classifications, settlement and rates may be obtained from:

Industrial Relations Agent Prevailing Wage Region 4  
State of Washington Department of Labor & Industries  
711 Vine Street  
Kelso, WA 98626-2650  
Ph: (360)575-6956



Fax: (360)575-6949  
hatr235@ini.wa.gov

# 1. MEC Clearance Deliverables & Schedule

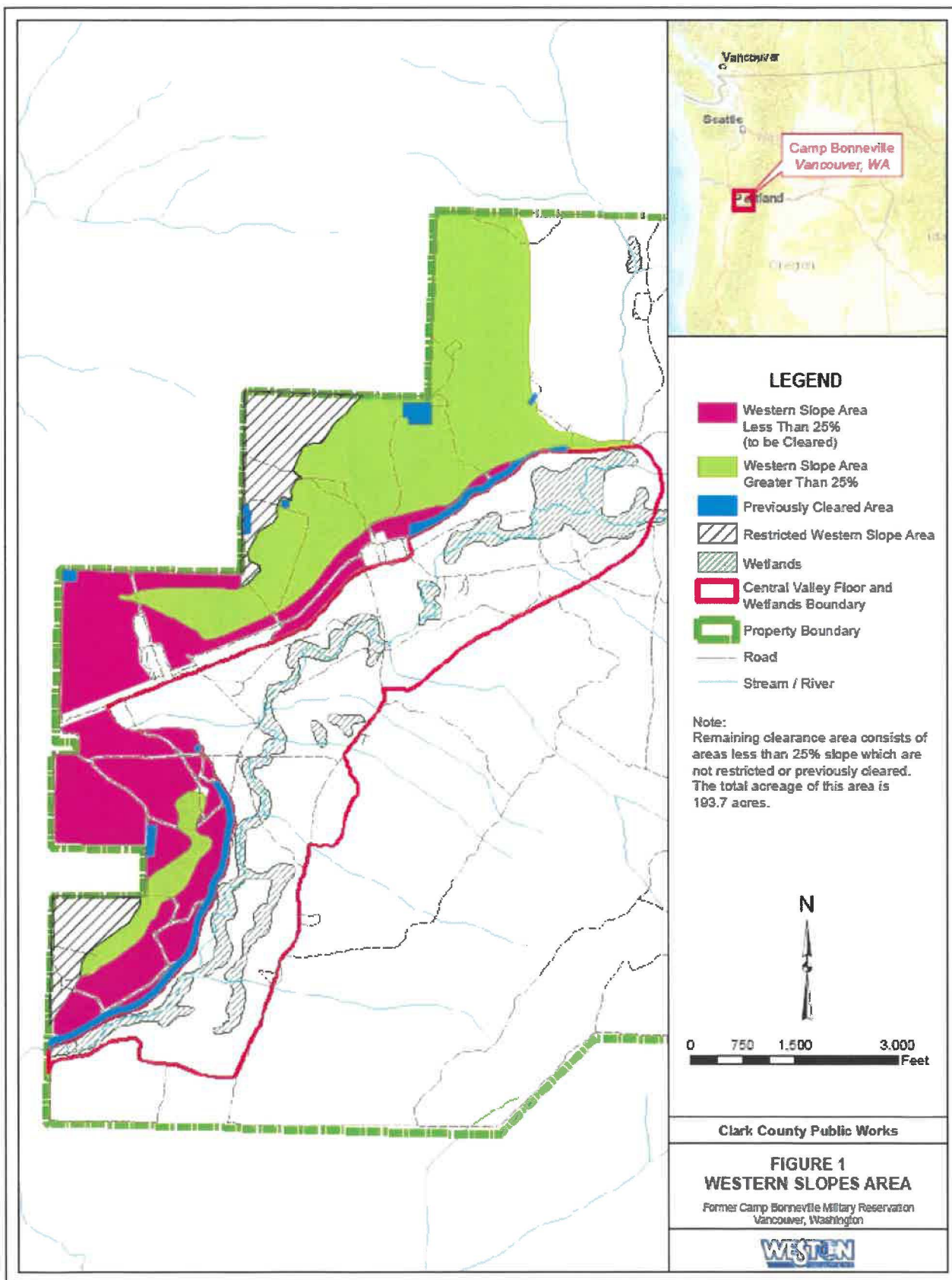
The physical work shall surface clear approximately 194 acres in the Western Slopes and approximately 30 acres of 3.5" Rocket Range step-outs and demilitarize/dispose of MEC. The Recipient shall be responsible for obtaining a Notice of Completion from the WDOE that the clearance has been completed in accordance with the CAP for RAU 3. The proposal shall state a firm fixed-price to achieve a Notice of Completion for the surface clearance and a schedule for work and deliverables.

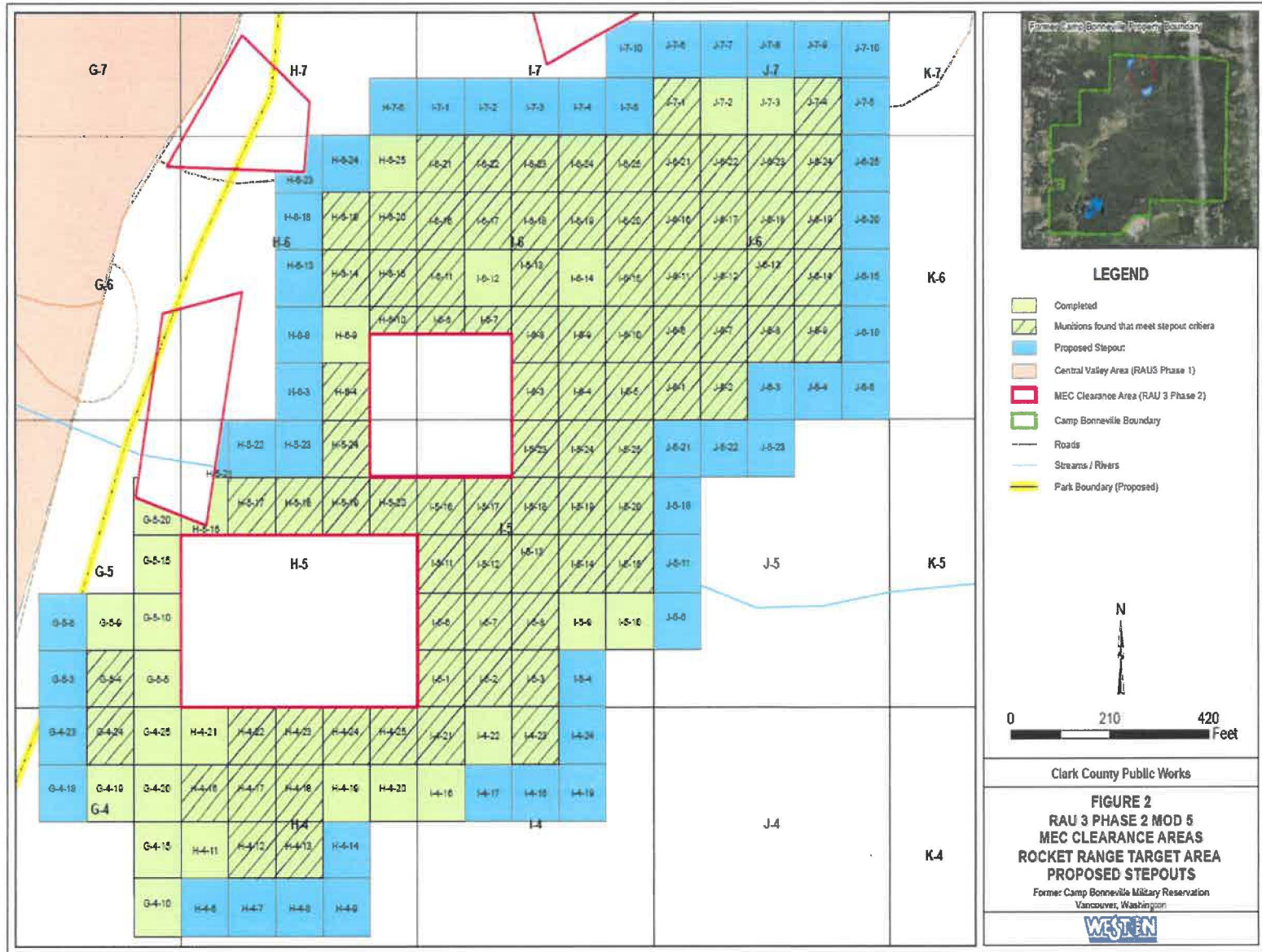
Additionally, the CAP for RAU 3 requires step-out clearance procedures for all grids not bounded by other phases with the same cleanup standard. WDOE has given permission to address these step-out procedures during the specific cleanup actions to avoid delays and remobilization costs. Step-out costs in the western slopes will be conducted at the previously negotiated step-out cost for surface clearance of \$29,885 per acre.

In addition, The Recipient's Project Manager shall be responsible for:

- Monthly project meetings with WDOE and Army representatives for work progress updates,
- Public Involvement
- WDOE Open Houses if necessary.

Monthly Status Reports are required for the duration of the project.







**WESTERN SLOPES AND 3.5-INCH ROCKET RANGE STEPOUTS  
REMEDATION AGREEMENT BETWEEN CLARK COUNTY AND  
WESTON SOLUTIONS, INC.**

Former Camp Bonneville Military Reservation

This Remediation Agreement is made and entered into between CLARK COUNTY, WASHINGTON, a political subdivision of the State of Washington, ("County"), and WESTON SOLUTIONS, INC., a Pennsylvania corporation authorized to conduct business within the State of Washington, ("Weston").

**RECITALS:**

WHEREAS, the County owns certain real property commonly known as Camp Bonneville; and

WHEREAS, Camp Bonneville is a site that is subject to regulation by the Washington State Department of Ecology (Ecology) pursuant to the Model Toxics Control Act, chapter 71.105.D RCW and the Hazardous Waste Management Act, chapter RCW; and

WHEREAS, there is located on Camp Bonneville areas contaminates, including munitions of explosive concern (MEC) and munitions debris (MD), among others, as described in the documents listed in the 2011 Environmental Services Cooperation Agreement (ESCA) and the 2012 Amended Prospective Purchaser Consent Decree (amended PPCD); and

WHEREAS, the County has remediation obligations with respect to Camp Bonneville, as described in the ESCA and the amended PPCD; and

WHEREAS, the County issued its Request for Proposals# 614 seeking qualifications and proposals from contractors to undertake some of the remediation requirements at Camp Bonneville; and

WHEREAS, RFP #614 Section IB.2B Future Phases of Cleanup, reserves the right of the County to negotiate solely with the selected contractor for the cleanup of remaining phases of work as defined by the WDOE CAP and PPCD; and

WHEREAS, the County identified Weston as the most qualified contractor to perform those remediation obligations; and

WHEREAS, Weston and the County entered into negotiations to develop this Remediation Agreement; and

WHEREAS, Weston has had access to and sufficient opportunity to review the characterization documents set forth in the ESCA and amended PPCD and has had access to Camp Bonneville and has conducted its own due diligence to enable it to submit its proposal, engage in negotiations and enter into this contract knowingly and voluntarily; and

WHEREAS, it is the intent of the County and Weston to shift the recipient obligations described in the ESCA from the County to Weston for the scope of work described in this Agreement; and

WHEREAS, a Remediation Agreement was originally signed on May 1, 2012 between the County and Weston Solutions, Inc. and subsequently modified on September 25, 2012; May 14, 2014; September 1, 2015; November 29, 2016; and December 19, 2017; and

WHEREAS, the parties desire to reissue the Remediation Agreement as modified, as a separate agreement for each phase of the work; and

WHEREAS, the scope of this Western Slopes and 3.5-Inch Rocket Range Remediation Agreement pertains only to that portion of Camp Bonneville as described herein; now, therefore,

**IT IS AGREED AS FOLLOWS:**

**I. CONTRACT DOCUMENTS**

The following documents are incorporated into this Agreement and, to the extent that there are any inconsistencies between the documents, they will control in the following order:

1. The Western Slopes and 3.5-Inch Rocket Range Remediation Agreement;
2. The amended PPCD;
3. The amended RAU3 CAP;
4. The ESCA;
5. Approved Work Plans;
6. RFP 614
7. Weston's Proposal for RFP 614

**II. SITE**

Weston accepts the use of the Camp Bonneville project site and facilities in their as-is condition. The County's obligations with respect to the physical condition of the site are limited to providing Weston with access to two buildings and equipment/vehicle parking areas and utilities without additional expense or cost to Weston. Weston acknowledges that it will be responsible to make any improvements it deems necessary for its occupation and use of the site and for the provision of potable water and appropriate sanitation facilities. Weston shall obtain the County's written consent prior to making any alteration or

improvement to the site or facilities.

### **III. SCOPE OF WORK**

#### **A. Western Slopes and 3.5-Inch Rocket Range Step-outs**

**1. Generally.** Weston shall perform remediation services related to the Western Slopes and 3.5-Inch Rocket Range in accordance with the “Camp Bonneville Western Slopes and 3.5-Inch Rocket Range Cleanup Scope of Work – Task Descriptions” detailed in Exhibit A of this Agreement.

Weston shall bear all risk that the amounts and distribution of MEC and MD, may vary in amount and distribution from prior characterizations and expectations. Weston does not bear the risk or responsibility for cleanup of conditions that are identified as "Army Retained Conditions" in the ESCA. Weston also does not bear any risk or responsibility for the cleanup of contaminants not identified in the scope of work included in Weston's Proposal for RFP 614 as submitted by Weston and accepted by Clark County.

Weston will have a professional archeologist on call and make scheduled monthly or as-needed site visits to assure that Weston is following the most current Camp Bonneville Cultural and Historical Resources Protection Plan. Weston shall not receive additional compensation for complying with this requirement. All payments shall be based on the payment unit contained in this Western Slopes and 3.5-Inch Rocket Range Remediation Agreement. Specifically, Cultural Resource support will include an inspection of items of suspected Cultural Significance (Non-Munitions related). The inspection will occur at the Munitions Debris collect point and the Cultural Resource Specialist will be escorted by a qualified UXO Technician. This level of support will be maintained monthly for the

duration of the remediation work.

**2. Specifically.** Without limiting Weston's obligation to obtain the Ecology determination referenced above or the approval of the Site-Specific Completion Report by the Department of Defense Explosives Safety Board (DDESB), the expected work to be performed in the Western Slopes and 3.5-Inch Rocket Range includes those activities described in the Technical Specifications and Requirements Statement (TSRS), Section E of the ESCA that are required for or are related to the following:

a. the activities and submittals required for Remedial Action Unit 3 during the terms of this Agreement that are described in Section VIII and Exhibit A of this Agreement, as referenced in Table 3, Section E of the ESCA;

b. the performance of all recipient obligations described in Section C.4.1 of the ESCA during the term of this Agreement, with the exception that the indemnification obligations set forth in C.4.1.8, shall be limited to indemnification related to the actions of Weston, its employees, subcontractors and agents. These indemnification obligations shall survive the expiration or termination of this Agreement; and

c. Perform step-out surface clearances, as required by Ecology or the County and described in the RAU3 CAP to the extent that funding is provided by the Army.

## **B. Reports and Documents**

Weston shall produce all of the plans, reports and other documents that are required by either the amended PPCD, ESCA, CERCLA covenants or DDESB with respect to any of the work performed by Weston pursuant to this Agreement.

## **IV. SCHEDULE**

The Western Slopes and 3.5-Inch Rocket Range Scope of Work will begin upon award and Weston will perform the tasks necessary to complete the Western Slopes and 3.5-Inch Rocket Range Scope of Work and submit the Site-Specific Completion Reports as stated in Exhibit A. Weston and the County may negotiate an extension to the schedule for completion of the Western Slopes or 3.5-Inch Rocket Range work should any delays be caused either by the County and/or a force majeure event at no fault of the parties, as defined in the Environmental Services Cooperative Agreement at Section C.5.12. Any negotiated schedule extension(s) and equitable adjustment shall be incorporated into the Agreement by written modification.

## **V. KEY PERSON**

Weston has identified a Project Manager for this project. Weston agrees that it will assign and retain the Project Manager for this Project. The Project Manager shall be physically present for all monthly project meetings. In the event that the Project Manager is no longer employed by Weston, Weston shall promptly propose to the County a replacement Project Manager. Any replacement of the Project Manager shall only occur with the approval and consent of the County and such approval shall not be unreasonably withheld.

## **VI. PERFORMANCE BOND**

Prior to start of field work, a performance bond will be submitted to the County prior to the start of field work for the Western Slopes related work (Exhibit A) and an additional performance bond will be submitted to the County prior to the start of the 30 acres maximum of the 3.5-Inch Rocket Range step-out area. The form of the performance bond must be approved by the County. The surety issuing the performance bond must be licensed



and authorized to transact business within the State of Washington and must be rated A or better by A.M. Best. Bonds issued for this Agreement will be released incrementally upon satisfactory completion of the scope of work.

## **VII. PUBLIC WORK**

Weston shall comply with all requirements related to the payment of prevailing wages and shall determine the appropriate labor classification and rate of pay and comply with the public work requirements of Title 9, RCW, the Davis-Bacon Act 40 USC 3141 et. seq. and the Service Contract Act 41 U.S.C. 351.

Pursuant to chapter 60.28 RCW, the County shall retain as retainage amount equal to five per cent of all payments due to Weston. Payments from and the release of the retainage shall be made according to RCW 60.28.051.

## **VIII. COMPENSATION**

The fixed price amounts for performing the 194-acre Western Slopes surface clearance and listed in Exhibit A (Tasks 1 through 6) are agreed by the parties to total \$6,852,121.15. The fixed price amount for performing the 30-acre 3.5-Inch Rocket Range stepout scope of work listed in Exhibit A (Task 7) is agreed by the parties to total \$1,146,735.04, subject to prior approval of the grants officer. Exhibit B, "Western Slopes and 3.5-Inch Rocket Range Cleanup Schedule of Values" provides the schedule of values for use in submitting progress invoices, including payment units. The unit pricing for stepout areas extending outward from the boundary of the 194 acre Western Slopes surface clearance area, if directed by the County in writing, shall be \$29,885.00 per acre, up to a maximum of 10 acres. Weston is not obligated to continue stepout surface clearance in

excess of the 10 acre stepout maximum. Progress payments will be allowed as the work is performed subject to acceptance by the County less a 5% retainage. Accumulated retention shall be released to Weston within 30 days after approval of release by the Department of Revenue and the Department of Labor and Industries and acceptance by the County of the final Site-Specific Completion Report.

To the extent there is an inconsistency between the provisions of this Agreement and the terms of Exhibit "A" and Exhibit "B" the provisions of the Agreement shall control.

The County shall take those actions necessary to obtain advance funding from the Department of Army as provided in the ESCA. The County's obligation to provide compensation to Weston is limited to the ESCA funding it receives for those services. The County shall have no liability to Weston due to delays in payment that are caused by the Army's failure to advance funding, provided that the County has made a timely request for an advance. However, the County shall promptly notify Weston of any delay in funding, Weston shall have the right to suspend its performance, without penalty, if funding is delayed. Weston shall advise the County when it has expended approximately 75% of available funding and advise the County of its anticipated date for expenditure of the remaining 25% of available funding. If additional funding is delayed Weston shall have the right to suspend services until it is advised that the necessary additional funding is available. If Weston suspends services for 30 days or more it shall be entitled to an extension to the period of performance and, subject to funding from the ESCA, reasonable and justifiable costs associated with such delay. The compensation set forth in Exhibit B shall constitute the entire compensation due to Weston for all services required by this Agreement.

## **IX. CHANGES**

The County, by Change Order furnished to Weston, may request changes within the general scope of the Agreement in the Work to be performed. In order to be an effective request for such a change, any oral request for change in the Work must be confirmed in writing by a Change Order. If any such changes cause an increase in Weston's costs and/or increase the time required for, or the nature of performance of the Agreement, Weston shall so notify the County within a reasonable time following receipt of the Change Order and an equitable adjustment in compensation shall be made through a Contract Modification. Neither Weston nor the County shall have any obligation with respect to such changes, nor will Weston be considered to be in default for failure or refusal to proceed with such changes until agreement on such cost or time impact has been incorporated into a signed Contract Modification. In the event the Parties fail to agree upon an equitable adjustment to price or schedule resulting from changes sought by the County in the Scope of Work, Weston may at its sole option, cease any work that it may have commenced on the change order without liability should Weston determine that it would not be in its best interest to agree to such changes.

## **X. INSURANCE**

Weston shall maintain the following insurance policies during the term of this agreement.

### **A. Commercial General Liability Insurance**

Commercial general liability for a minimum of \$1,000,000 combined single limit. It must be an occurrence based form and annually renewing, Clark County shall be named

as an additional insured in this contract. There shall be no exclusions dealing with explosives or hazardous materials.

#### B. Automobile

Commercial automobile insurance covering bodily injury and property damage shall be provided. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Weston will haul ammunition, or other hazardous materials found during performance of this contract at Camp Bonneville, the driver, carrier, and insurance on the vehicle will be sufficient to meet State and Federal DOT requirements and will be properly placarded with a certified driver.

#### C. Professional Liability (aka Errors and Omissions)

Weston shall obtain and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence, with a maximum deductible of \$50,000. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract. There shall be no exclusions for hazardous material or explosives.

#### D. Pollution and Asbestos Liability

If hazardous material is encountered during any construction or removal and remediation, the County Project Manager must be notified immediately, and if any work is

done to remove it, any proposer performing work shall obtain and keep in effect during the term of the contract, Pollution Liability Insurance, including Explosives and Asbestos Liability covering bodily injury, property damage, environmental damage, including any related cleanup costs. Combined Single Limit should be a minimum of \$1,000,000.00 but cleanup costs must be separate. This coverage may be endorsed to either the Errors and Omissions coverage or the CGL Coverage.

#### E. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. It is the proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

## **XI. RECORDS AND ACCESS**

Weston shall prepare documents listed in Exhibit A, and provide the County with access to records kept in the ordinary course of business for the purpose of performing this Agreement. The County will provide Weston with timely notice of any records request that seeks records with Weston's marked proprietary information, and then the County will provide Weston with reasonable time to seek legal protection of the same, pursuant to the Public Records Act (RCW 42.56 et seq). Weston shall provide the County with access to the records upon request during normal business hours. The County shall provide Weston with at least twenty-four hours advance notice of its intent to access the records unless an emergency exists.

## **XII. COMPLIANCE WITH LAWS**

The amended PPCD and the ESCA require the compliance with various laws referred to in those documents. Weston has had an opportunity to review and understand the requirements of those documents and agrees to defend and hold the County harmless from any failure to comply therewith.

## **XIII. DEFAULT**

In the event that either Weston or the County believes that there is a default in a party's performance of its obligation imposed by this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of the default. The defaulting party shall have ten business days to respond to any claim of default and/or cure the default or provide a plan to correct such default on a timely basis. The cure plan must be accepted by the county which acceptance shall not be unreasonably refused. If the default is not cured within the time in the accepted cure plan then the defaulting party shall be in breach of the Agreement.

## **XIV. DISPUTE RESOLUTION**

The amended PPCD and the ESCA each have provisions for the resolution of certain disputes. To the extent that a dispute arises between the County and Weston that is subject to the dispute resolution process of either the amended PPCD or the ESCA, the County and Weston shall be bound by and entitled to the benefit of the application, interpretation, implementation and dispute resolution determinations of the respective rights and obligations of the Army and the County under the ESCA with respect to performance of the Environmental Services; and (ii) the County and Weston shall be bound by and entitled to

the benefit of the application, interpretation, implementation and dispute resolution determinations of the respective rights of the County, Weston, and Ecology under the amended PPCD with respect to the performance of the Environmental Services called for by the amended PPCD. To the extent Weston has assumed obligations of the County, the County will notify Weston of dispute resolution or agreement modification proceedings and will cooperate with Weston to provide an opportunity to participate in such proceedings.

If a dispute is not subject to the dispute resolution processes of the amended PPCD or the ESCA, the parties agree to enter into non-binding mediation and engage in good faith negotiations as follows:

1. Within fifteen (15) calendar days, the aggrieved party shall send a notice to the other party or parties invoking the mediation process;
2. Within fifteen (15) calendar days from receipt of the notice referenced immediately above, the parties shall mutually designate a mediator and schedule a mediation session within the following ten (10) days at a place mutually agreeable to the parties. In the event that the parties cannot designate a place for the mediation, then the parties agree that the mediation shall occur within the City of Vancouver, Washington, at a place selected by the mediator.
3. No later than 48 hours prior to the mediation, a party may submit to the mediator a Statement of Position with regard to the matter(s) in dispute; provided that, such Statement of Position shall not be more than 20 pages in length (12 point type) and shall not have more than 30 pages of exhibits attached thereto.

The parties shall share the cost of the mediator equally.

## **XV. INDEMNIFICATION**

Weston shall indemnify, defend and hold the County harmless, from any and all claims, loss, cost, damage, action or liability of any nature or kind directly or indirectly related to the performance or failure to perform by either Weston, or any of its subcontractors, obligations as set forth in this Agreement. Such claims include, but are not limited to, actions to enforce the terms of the amended PPCD or ESCA, but shall not include challenges or changes to or resolution of ambiguities in the County's Reuse Plan.

This indemnity, duty to defend and hold harmless shall not apply to claims, loss, cost, damage, action or liability of any nature or kind directly or indirectly related to or caused by the negligence or willful actions or inaction of the County.

## **XVI. RESTRICTION ON ASSIGNMENT**

Weston shall not assign any of its rights or obligations under this Agreement without the prior written consent of the County.

## **XVII. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Washington, without regard to the principles of conflict of laws. Any action related to this Agreement shall only be commenced in the Superior Court of Clark County.

## **XVIII. AMENDMENT AND INTEGRATION CLAUSE**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any prior or contemporaneous written or oral agreement. This Agreement shall not be modified except by written agreement of the



parties.

## **XIX. NOTICES**

Any notice, consent, demand or request required or permitted by this Agreement shall be in writing, and shall be deemed to have been sufficiently given when personally delivered or deposited in the United States mail, postage prepaid and addressed as follows:

If to County:

Ahmad Qayoumi  
Department of Public Works Clark County  
P.O. 5000  
Vancouver, Washington 98666-5000  
Tel: 360 397-6118 ext: 4358  
Fax:  
Email: Ahmad.Qayoumi@clark.wa.gov

With a copy to:

Bill Richardson  
County Attorney's Office Clark County  
P.O. Box 5000  
Vancouver, Washington 98666-5000  
Tel: (360) 397-2478 ext: 4745  
Fax:  
Email: Bill.Richardson@clark.wa.gov

If to Weston:

Weston Solutions, Inc.  
Attn: Mr. Dwight Gemar, P.E.  
2300 Clayton Rd, Suite 900  
Concord, CA 94520

With a copy to:

Weston Solutions, Inc.  
Attn: Mr. Larry Magill  
300 Plaza Circle, Suite 202

## **XX. WAIVER**

None of the requirements of this Agreement shall be considered waived by either party unless the same is done in writing. Further, the failure by either party to enforce any rights on one occasion shall not waive the right to enforce those, or other, rights hereunder on other occasions.

## **XXI. NO THIRD PARTY BENEFIT**

Nothing in this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than the County and Weston except as specifically set forth herein, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the County and Weston.

## **XXII. INVALIDITY**

If any provision of this Agreement shall be held illegal, invalid, or unenforceable under any present or future laws, such provision shall be, to the extent possible and without destroying the intent of this Agreement, construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof and the remaining provisions hereof shall remain in full force and effect and shall not be affected adversely by the illegal, invalid, or unenforceable provisions.

## **XXIII. RELATIONSHIP**

Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any

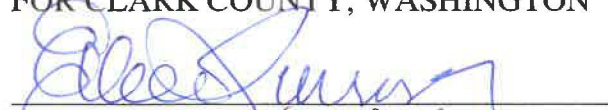
kind between County and Weston and the rights and obligations of the parties shall be limited to those expressly set forth herein.

#### **XXIV. MULTIPLE ORIGINALS; FACSIMILE SIGNATURES**

This Agreement may be executed in multiple originals which when taken together shall constitute a single agreement. The parties stipulate that signatures electronically transmitted to the other party shall be binding upon the transmitting part as original signatures.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the 5<sup>th</sup> day of March, 2019.


CLARK COUNTY COUNCIL  
FOR CLARK COUNTY, WASHINGTON

  
Chair Eileen Quiring

Attest:

  
Clerk to the Council

APPROVED AS TO FORM ONLY  
Anthony Golik, Prosecuting Attorney

By   
Deputy Prosecuting Attorney

WESTON SOLUTIONS, INC.

By   
Vice President, Principal Project Manager  
(Title)





## **EXHIBIT A**

### **CAMP BONNEVILLE WESTERN SLOPES AND 3.5-INCH ROCKET RANGE STEP-OUTS CLEANUP**

#### **Scope of Work – Task Descriptions**

# **CAMP BONNEVILLE WESTERN SLOPES AND 3.5-INCH ROCKET RANGE STEP-OUTS CLEANUP**

## **SCOPE OF WORK – TASK DESCRIPTIONS**

This scope includes the methods and tasks to perform munitions and explosives of concern (MEC) cleanup actions for 194 acres of the Western Slopes and up to 30 acres of step-outs associated with the 3.5 inch rocket range (both included in RAU 3). As described in the Final RAU 3 Cleanup Action Plan (CAP), the Western Slopes comprises roughly 600 acres. Due to previous munitions clearance activities within the Western Slopes, and limited accessibility to the public due to steep terrain or other factors, approximately 194 acres of the Western Slopes will undergo a surface clearance (0 inches below ground surface) to remove any hazards associated with munitions.

A munitions clearance (0 to 3 inches below ground surface) has been completed for the 3.5 inch rocket range along with an initial 30 acres of step-outs. A large number of munitions items were recovered from the step-out areas, including perimeter subgrids, indicating that additional step-outs are warranted. Under this scope of work, up to an additional 30 acres of step-outs will be performed.

The Western Slopes cleanup action will include surface clearance (0 inches below ground surface [bgs]) using a Schonstedt ferrous metal detector for 100 percent of 194 acres where the slope is less than 25%, has not been previously cleared for munitions, and/or is not a restricted area (see Figure 1). The approximate location of the 30 acres associated with the remaining step-outs for the 3.5-inch rocket range are shown on Figure 2. The rocket range step-out clearance will also utilize a Schonstedt ferrous metal detector for 100 percent of the step-out area. The clearance depth for the rocket range step-out area will be 3 inches bgs.

In the event that any of the items described below are recovered from a rocket range step-out boundary subgrid (100 feet by 100 feet), the following criteria will be utilized for additional step-out surface clearance subgrids:

- 1.) If a known or suspected MEC item or material potentially presenting an explosive hazard (MPPEH) item is found within a boundary grid of the rocket range step-out area, then the clearance area shall be expanded by adding new (100 ft by 100 ft) subgrid(s) extending outwards from the subgrid containing the found item.
- 2.) The new subgrids will be brush cut with unexploded ordnance (UXO) safety construction support.
- 3.) The new subgrids will be surface cleared to 3 inches bgs.

The following exceptions will stop/modify the rocket range step-out procedures:

- 1.) If the new grid extends to an adjacent cleanup area requiring clearance or a previously cleared area.
- 2.) If worker safety is compromised due to extremely steep terrain making the area inaccessible.

## **TASK DESCRIPTIONS**

Brief descriptions of required tasks and approach are listed below.

### **Task 1 - Permits, Work Plans, and all other Federal, State, Local and Tribal Government Requirements (Western Slopes)**

This task includes the preparation of a work plan for the Western Slopes. The existing RAU 3 Phase 2 Work Plan will be used for the Rocket Range step-out clearance. Revision to the Explosives Safety Submission (ESS) will not be required as the planned clearance areas are within the boundaries authorized under the current ESS. The existing Central Valley Floor and Wetland (CVFAW) environmental protection and archeological resource protection requirements will be maintained during the work. The bond cost for the Western Slopes 194 acre clearance and the 30 acre rocket range step-out area are also included in this task.

### **Task 2 - Location Surveying, Mapping, Pre-Planning, Procurement (Western Slopes)**

A licensed land surveyor, accompanied by UXO escort, will survey, stake and flag the major grid corners within the Western Slopes clearance area and every 200 feet of perimeter boundaries. This task also includes pre-planning, equipment/subcontractor

procurement, mobilization and demobilization activities.

### **Task 3 - Site Facilities, Access and Contractor Office and Shop Buildings (Western Slopes)**

Existing field office support facilities will be utilized to support the work. Miscellaneous equipment and office expendables will be provided for the duration of the work, and temporary facilities such as portalets will also be provided under this task.

### **Task 4 - Vegetation Removal (Western Slopes – 194 acres)**

One brush cutting crew will be provided with two UXO escorts consistent with the existing CVFAW Work Plan, SOP-1. The escorts will inspect the area ahead of the brush cutters who will use mechanized and/or manual methods. Mechanized equipment will follow surface swept paths. Vegetation cut to approximately six inches within the 194-acre area to facilitate clearance. Trees greater than six-inches in diameter will remain. Deadfall may be placed in nearby cleared areas and not hauled offsite.

### **Task 5 - Surface Clearance (Western Slopes – 194 acres)**

Anomaly detection using Schonstedt metal detectors and investigation of anomalies will be performed by UXO technicians in accordance with analog protocols used for the CVFAW, other than QC/QA failure criteria will be as described below. The 194 acre area within the Western Slopes will be surface cleared (0 inches bgs). MEC and munitions debris will be disposed and certified in accordance with existing CVFAW protocols. WDOE and Clark County will perform QA in a portion of each payment unit.

Quality control evaluation will be conducted; grid failures will occur for any one of the following reasons:

1. Any one (1) MEC item remaining in a grid.
2. Any inert blind seed item or 1 whole MDAS item equal to or larger than a 14.5 millimeter sub caliber projectile remaining in a grid.



3. Five (5) metal items or MDAS fragments ranging in size from 2 square inches up to 8 square inches remaining in a grid.
4. One (1) metal item or MDAS fragment equal to or greater than 8 square inches remaining in a grid.
5. Small arms equal to or greater than 0.50 caliber (projectile and case) will be considered MEC and fail a grid if one (1) remains in a grid.

### **Task 6 – Site-Specific Completion Report (Western Slopes)**

This task includes home office and field personnel effort to prepare a Site-Specific Completion Report. Draft, Draft Final, and Final versions will be submitted (6 paper copies each). The draft report will be submitted within 30 days after completion of field work.

### **Task 7 – 3.5-Inch Rocket Range Step-Out Area**

Surface clearance (3 inches bgs) of up to 30 acres of step-outs adjacent to the previous rocket range step-out clearance area is included in the scope. Additional surveying, vegetation removal (manual) with UXO escort, surface clearance, disposal of MEC and munitions debris, and reporting are included in this task. Quality control measures and failure criteria for surface MEC clearance will be as described above. It is assumed that the stepout area clearance will be performed sequentially, just prior to the Western Slopes clearance, therefore a separate mobilization/demobilization is not included for the rocket range stepout clearance activities.

A separate bond will be provided when field work begins for the step-out clearance.

### **Schedule**

Field work is anticipated to begin with the 3.5-inch rocket range (during preparation/approval of the Western Slopes Work Plan), and then transition to the Western Slopes. Field work will be performed as described above followed by preparation of the After Action Report. The anticipated duration of field work for the 3.5-inch rocket range

step-outs is 3 months, and the Western Slopes clearance activities (194 acres) is anticipated for 13 months (16 months total), with up to an additional 6 months to prepare and obtain approval for the after action report. Results from the step-out area will be incorporated into the Phase 2 after action report (included with the previous results from the rocket range, Demolition Areas 1 and 2, artillery and mortar firing points, and other ranges) within 2 months after field work is complete.

**END**

**EXHIBIT B**

**CAMP BONNEVILLE WESTERN SLOPES AND 3.5-INCH  
ROCKET RANGE STEP-OUTS CLEANUP**

**Schedule of Values**

EXHIBIT B - SCHEDULE OF VALUES

Weston Solutions, Inc

Project Title: Western Slopes and Rocket Range Step-Outs  
Project Location: Camp Bonneville, Vancouver, WA

Contract Value				Total Payment Units	Payment Unit Amount	PU Invoiced to Date	Total Value Completed	% Complete	Balance	Previous Amt. Invoiced	Amount Due This Period
Western Slopes (Tasks 1 - 6)											
Task 1: Permits, Work Plans, and all other Federal, State, Local and Tribal Government Requirements											
Task 1a (70% Draft, 30% Final)		\$63,365.10				\$	-	0%	\$63,365.10		\$ -
Task 1b (100% upon submittal of Bond)		\$196,626.94				\$	-	0%	\$196,626.94		\$ -
Task 2: Location Surveying, Mapping, Pre-Planning, Procurement											
Task 2a (100% at completion of survey)		\$152,752.38				\$	-	0%	\$152,752.38		\$ -
Task 2b (100% at completion of mobilization)		\$29,658.61				\$	-	0%	\$29,658.61		\$ -
Task 2c (100% at completion of demobilization)		\$29,658.61				\$	-	0%	\$29,658.61		\$ -
Tasks 3 - 5: Site Facilities, Veg Removal, Surface Clearance (194 acres)		\$6,290,105.00	169.02	\$37,215.37		\$	-	0%	\$6,290,105.00		\$ -
Task 6: Site Specific Completion Report - Western Slopes (70% Draft, 30% Final)		\$89,954.51				\$	-	0%	\$89,954.51		\$ -
3.5-Inch Rocket Range Step-Outs (Task 7)											
Task 7a: Location Surveying, Mapping, and GIS Plan		\$23,626.86				\$	-	0%	\$23,626.86		\$ -
Task 7b (100% upon submittal of Bond)		\$32,906.45				\$	-	0%	\$32,906.45		\$ -
Task 7c: Site Facilities, Veg Removal, Surface Clearance (up to 30 acres)		\$1,056,924.08	26.14	\$40,437.92		\$	-	0%	\$1,056,924.08		\$ -
Task 7d: Incorporate RR Step-Outs Into RAU 3 Phase 2 Completion Report (70% Draft, 30% Final)		\$33,277.65				\$	-	0%	\$33,277.65		\$ -
TOTAL		\$7,998,856.19				\$0.00			\$7,998,856.19		\$0.00
Western Slopes Stepouts (Option Item)		Maximum Option Item Value	Total Payment Units	Payment Unit Amount	PU Invoiced to Date	Total Value Completed	% Complete	Balance	Previous Amt. Invoiced	Amount Due This Period	
(Includes Tasks 1b, 2a, 3, 4 & 5) - 10 acres maximum		\$298,850.00	8.71	\$34,311.14							

Notes:

Task 5 Surface Clearance value includes Tasks 3 & 4:

- Task 3: Site Facilities, Access & Contractor Office & Shop Bldgs. - Western Slopes
- Task 4: Vegetation Removal - Western Slopes (194 acres)

Task 7c Surface Clearance value includes:

- Site Facilities, Access & Contractor Office & Shop Bldgs. - Rocket Range Step-Outs (30 acres)
- Vegetation Removal - Rocket Range Step-Outs (30 acres)

A Payment Unit equals 1.1478 acres