

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT
PROFESSIONAL ENVIRONMENTAL SERVICES**

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2026, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Pioneer Technologies Corporation., (Pioneer) a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring professional skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in **Exhibit “A”** Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than **May 1, 2026**, and shall be completed no later than **September 30, 2027**. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY. Upon Termination, SERVICE PROVIDER shall be paid in accordance with Article 4, below, for all Services performed to the satisfaction of the City up to the date of Termination.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **Two Hundred Thousand Dollars (\$200,000.00)** as reflected in **Exhibit "A"**.

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship
CONSULTANT AGREEMENT – Professional Environmental Services - Page 2 of 14

will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.
SERVICE PROVIDERSERVICE PROVIDERSERVICE PROVIDER

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may, however, employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all reasonable attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or

omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, Professional Liability excepted, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement. Any reuse or modification of SERVICE PROVIDER'S and/or its subSERVICE PROVIDERs work product without SERVICE PROVIDER'S written authorization and/or adaption for the specific purpose intended shall be at the sole risk of the CITY and without liability to SERVICE PROVIDER.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. SERVICE PROVIDER will perform in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances ("Standard of

Care”).

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

C. The SERVICE PROVIDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The SERVICE PROVIDER shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. SERVICE PROVIDER shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Failure by the Brownfields Professional Services Agreement Page | 4 SERVICE PROVIDER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

D. By accepting an award of Brownfields funds, SERVICE PROVIDER agrees to comply with all state and federal laws, rules, and regulations related to the Brownfields program. SERVICE PROVIDER shall be in compliance with all applicable provisions of state and federal law pertaining to brownfields assessment grants, including CERCLA and the regulations contained in 40 CFR Part 300, 42 USCA 9601 et. seq., and all applicable EPA assistance regulations (40 CFR Part 31 for governmental entities or 40 CFR Part 30 for nonprofit organizations), and shall aid the City in ensuring that all projects protect public health and the environment.

E. SERVICE PROVIDER agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled “Preservation of Open Competition and Government Neutrality Towards Government Contractors’ Labor Relations on Federal and Federally-funded Construction Projects,” as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.

F. SERVICE PROVIDER shall comply with all Federal cross-cutting requirements including, but not limited to, OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended;

Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 3701-3708); the Anti-Kickback Act (40 USC 276c); the Federal Fair Labor Standards Act; the Hatch Act; and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

G. For any construction work Contractor will conduct work in accordance with the Davis Bacon Act of 1931 (40 USC 276a-276a-5 and 42 U.S.C. 3222).

H. SERVICE PROVIDER shall comply with requirements found at 40 CFR Part 33 which require the SERVICE PROVIDER undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. SERVICE PROVIDER shall, upon completion of any work order, complete and submit to the City Part II of EPA Form 5700-52A relevant to said work order.

I. SERVICE PROVIDER agrees to comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).”

J. This Agreement is subject to 31 USC 1352; 15 CFR Part 28; and 40 CFR Part 34. These provisions prohibit SERVICE PROVIDER from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Loan. 40 CFR 34.100(a) states: “No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. **Exhibit “B”** attesting to compliance with the referenced provisions must be signed by SERVICE PROVIDER’s lead principal on behalf of SERVICE PROVIDER and thereby be incorporated in this agreement.

K. The SERVICE PROVIDER affirmatively avers that the SERVICE PROVIDER and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The SERVICE PROVIDER and all principals shall comply with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants’ responsibilities, 29 C.F.R.

98.510 (1990).

L. SERVICE PROVIDER shall not award any subcontracts or permit any award of a subcontract at any tier to any party which is debarred or suspended or is otherwise excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." While evaluating potential subcontractors, the SERVICE PROVIDER must consult the most current "List of Parties Excluded from Federal Procurement or Non procurement Programs" to ensure that the potential subcontractors and all principals are not prohibited from participation in assistance programs.

M. SERVICE PROVIDER agrees to clearly reference EPA investments in the project during any public outreach, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

N. If any document, fact sheet, and/or web material are developed as part of this project, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of the EPA."

O. If a sign is developed as part of this project, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be Brownfields Professional Services Agreement Page 6 used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>.

P. The SERVICE PROVIDER agrees to use recycled paper to the extent required by the EPA Order No. 100.25 dated January 24, 1990. SERVICE PROVIDER agrees to use recycled paper for all reports which are prepared as a part of this Loan Agreement and delivered to the City or EPA.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service

animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. “

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. “Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

F. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees'

spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as **Exhibit “C”**.

G. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

A. Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be

entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

Leatta Dahlhoff
Mayor

ATTEST:

Melody Valiant, City Clerk
APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

SERVICE PROVIDER:
PIONEER TECHNOLOGIES CORPORATION
UBI No. 6017591790010001
Phone No. 360-570-1700

Signature (Notarized, see below)
Printed Name:
Title:

STATE OF WASHINGTON
COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of

_____ (company) to be the free and voluntary act of such party
for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington,
My appointment expires: _____

Memo



5205 Corporate Ctr. Ct. SE, Ste. A
Olympia, WA 98503-5901
Phone: 360.570.1700
Fax: 360.570.1777
www.uspioneer.com

Exhibit A

To: Kelly Adams
From: Joel Hecker, LHG and Michael Kurkov, EIT
Cc: Gene Angel
Date: March 11, 2026
Subject: PIONEER Technologies Corporation Statement of Work for City of Tumwater's FY2023 USEPA Brownfield Assessment Grant Project

PIONEER Technologies Corporation (PIONEER) is excited to partner with the City of Tumwater (City) on their United States Environmental Protection Agency (USEPA) Brownfield Assessment Grant Project. The specific scope of work is not fully defined as it depends at least in part on yet to be determined individual projects throughout the grant Target Areas. However, the framework of the scope of work and not-to-exceed costs are included in the USEPA-Approved Work Plan. PIONEER will work with the City to complete programmatic activities (grant management), community engagement, site assessments, and cleanup and reuse planning, per the Work Plan. PIONEER understands approximately \$250,000 of the grant funding remains from the previous consultant and that contractual funding of \$200,000 will be applied to the assessments task of the grant project for PIONEER. Estimates of PIONEER's costs are included in the following subsections, separated by Work Plan tasks (the subsections discuss grant management, community engagement, and cleanup and reuse planning even though no current funding is available for these tasks). These estimates are based on the costs provided in the draft revised EPA Grant Work Plan and are summarized in Table 1 below. PIONEER-specific costs are shown on the row highlighted blue and are a portion of the overall contractual costs associated with the grant.

Table 1 – Budget Table from Section 4.1 of the Work Plan (Amended to Separate out PIONEER Contractual Costs)

Budget Categories (all direct costs)	Assessment Grant Project Tasks				
	Task 1 Grant Management	Task 2 Community Engagement	Task 3 Site Inventory and Assessment (PHI & PHII ESAs, HMAs)	Task 4 Cleanup and Reuse Planning	Total Budget
Personnel	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0
Contractual (others)	\$33,000	\$77,000	\$149,000	\$41,000	\$300,000
Contractual (PIONEER)	\$0	\$0	\$200,000	\$0	\$200,000
Total Budget	\$33,000	\$77,000	\$349,000	\$41,000	\$500,000

Note, if desired by the City, unspent grant funds from one Task/Budget Category can be shifted to another Task/Budget Category. For example, if planning costs in Task 4 end up being less than \$41,000, the remainder of those funds could be shifted to Task 3 and used for assessment work (with USEPA project manager approval). As a result, the budget amounts per category presented in the Work Plan should be treated as a living document.

Task 1 – Grant Management

PIONEER costs for grant management are not to exceed \$0 without written approval from the City. These costs include time spent on project meetings and on periodic reporting (e.g., ACRES database entries, quarterly reporting, and final

closeout reporting) for submittal to the City and USEPA. Costs for this task will be billed on a time and materials basis in accordance with Attachment 1, if funding is added to this task at a later time.

Task 2 - Community Engagement

PIONEER costs for community engagement activities are not to exceed \$0 without written approval from the City. These costs include preparing, printing, and mailing project information and marketing documents, and costs for coordinating/conducting community involvement and outreach meetings. Costs for this task will be billed on a time and materials basis in accordance with Attachment 1, if funding is added to this task at a later time.

Task 3 - Site Inventory and Assessments

PIONEER costs for site inventory (e.g., identifying new sites and maintaining existing inventory) and site assessment activities (e.g., eligibility determinations [EDs], Phase I and Phase II Environmental Site Assessments [ESAs], Hazardous Materials Assessments (HMAs), Sampling and Analysis Plans [SAPs], and Health and Safety Plans [HASPs]) are not to exceed \$200,000 without written approval from the City. The costs for completing site assessments will vary depending on the complexity of the site and whether the Washington Department of Ecology is involved. Based on past experience, PIONEER's EDs typically are done for free (minimal effort), Phase I ESAs cost \$5,000 to \$7,000, SAPs cost \$4,000 to \$6,000, and Phase II ESAs cost \$15,000 to \$60,000. However, actual costs may vary depending on site-specific variables. Costs for complex sites may exceed these estimates. Phase I ESAs will be billed as lump sum. SAPs, Phase II ESAs, and HMAs will be billed as time and materials, not-to-exceed, in accordance with Attachment 1.

The project-wide Quality Assurance Project Plan (QAPP) may also require updates and funding from this task will be used for the updates. Updates to the QAPP will add PIONEER Standard Operating Procedures, allow it to be used across all projects, and use local resources as available (e.g., laboratories within Tumwater vicinity). QAPP updates will be billed on a time and materials basis not to exceed \$5,000.

Task 4 - Cleanup and Reuse Planning

PIONEER costs for cleanup and reuse planning activities are not to exceed \$0 without written approval from the City. These costs may include preparation of Remediation Work Plans (RWPs), assessment of brownfields cleanup/redevelopment alternatives (ABCAs), evaluation of institutional and engineering controls, and/or meeting with local, county, and/or state units of government officials to discuss the proposed cleanup and to assist with planning for the successful redevelopment of brownfield sites. Costs for this task will be billed as time and materials, not-to-exceed, in accordance with Attachment 1, if funding is added to this task at a later time.

Task Authorization Requests

PIONEER will submit task authorization requests with estimated project costs for each Phase I ESA, QAPP, SAP, Phase II ESA, Cleanup/Reuse Plan, and remediation project to the City. PIONEER will not begin work until the City approves the task authorization requests. Invoices will be submitted to the City on a monthly basis. Payment terms are net 30 days.

Enclosures

Attachment 1

2026 City of Tumwater Rates

PIONEER Technologies Corporation
City of Tumwater Price List
2026

PIONEER TECHNOLOGIES CORPORATION LABOR CATEGORY	2026 Hourly Rate
Principal Scientist Principal Software Engineer Principal Engineer	\$255
Senior 2 Senior Scientist 2 Senior Software Engineer 2 Senior Engineer 2 Senior Consultant 2	\$235
Senior 1 Senior Scientist 1 Senior Software Engineer 1 Senior Engineer 1 Senior Consultant 1	\$219
Project 2 Project Scientist 2 Project Engineer 2 Project Software Engineer 2 Project Programmer 2	\$182
Project 1 Project Scientist 1 Project Engineer 1 Project Software Engineer 1 Project Programmer 1	\$166
Staff 2 Staff Scientist 2 Staff Engineer 2 Staff Software Engineer 2 Staff Programmer 2	\$156
Staff 1 Staff Scientist 1 Staff Engineer 1 Staff Software Engineer 1 Staff Programmer 1	\$146
Associate 3	\$127
Associate 2	\$125
Associate 1	\$110
Administrative Assistant	\$97

PIONEER Technologies Corporation
City of Tumwater Price List
2026

PIONEER TECHNOLOGIES CORPORATION LABOR CATEGORY	2026 Hourly Rate
Intern	\$62

OTHER EXPENSES	Rate
Vehicle Miles	IRS Current Mileage Rate (\$0.725 per mile)
Other Direct Costs/Subcontractor/Equipment Rental	Cost Plus 8%



**United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460**

OMB Control No. 2018-0000
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EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

Chapter 3.46
CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;

B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;

C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;

D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)