

**AGREEMENT REGARDING GROUNDWATER MONITORING COSTS  
AT SEATTLE-TACOMA INTERNATIONAL AIRPORT**

**THIS AGREEMENT REGARDING GROUNDWATER MONITORING COSTS AT SEATTLE-TACOMA INTERNATIONAL AIRPORT** ("Agreement") is made and entered into this \_\_\_\_\_ day of October, 2010 (the "Effective Date") between the PORT OF SEATTLE (the "Port"), a Washington municipal corporation; DELTA AIR LINES, INC., as successor by merger to NORTHWEST AIRLINES, INC. ("Delta"), a Delaware corporation having its principal place of business at 1020 Delta Boulevard, Atlanta, GA 30354; and AVIS BUDGET CAR RENTAL LLC, a Delaware corporation with its principal place of business at 6 Sylvan Way, Parsippany, NJ 07054; HERTZ CORPORATION, a Delaware corporation with its principal place of business at 225 Brae Blvd, Park Ridge, NJ 07656; and VANGUARD CAR RENTAL USA LLC., a Delaware corporation with its principal place of business at 600 Corporate Park Drive, St. Louis, MO, 63105 (for convenience Avis Budget Car Rental, Hertz and Vanguard Car Rental companies are collectively referred to herein as "RACs"). The Port, Delta and RACs are collectively referred to as "the Parties."

**Whereas**, on May 25, 1999, the Port entered into a Model Toxics Control Act Agreed Order (No. 97TC-N122) with the Washington Department of Ecology ("Ecology"), hereafter the "Agreed Order"; and

**Whereas**, per the Agreed Order, the Port agreed to perform a comprehensive study ("Order Study") of the groundwater underlying the Seattle-Tacoma International Airport ("Airport"). The purpose of the groundwater study was to identify the existence of impacts to local water bodies and drinking water supply wells from operations at the Airport; and

**Whereas**, in conducting the Order Study, the Port assessed the potential of groundwater contamination at twenty-seven (27) Airport sites to impact local receptors, including water bodies and drinking water supply wells. Of these 27 sites, the Port determined seventeen (17) did not pose a threat of impact to local receptors, and performed groundwater modeling at the remaining ten (10) sites between 1999 and 2006; and

**Whereas**, the results of the Order Study indicated that based on 30-year modeling, none of the 10 sites modeled during the Order Study will impact local receptors. In concluding the Order Study, Ecology recommended that the Port conduct a post-study five-year groundwater quality monitoring plan ("Five-Year Monitoring Plan") to assess the results of the Order Study. The Five-Year Monitoring Plan includes annual groundwater monitoring at groundwater wells located downgradient from the RAC Sites and the Northwest Site; and

**Whereas**, because the RACs and Delta are conducting remediation activities at their leased premises at the Airport, the Port has asked each of them to bear the costs of performing groundwater sampling at those monitoring wells downgradient from their respective leased premises, as outlined in the Five-Year Monitoring Plan, while the Port bears the cost of monitoring at other locations; and

**Whereas**, the Parties acknowledge that Ecology may recommend or require additional sampling, remediation or other environmental activities following the completion of the Five-Year Monitoring Plan;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions, privileges, and obligations herein, the Parties hereby undertake, promise, and agree, as follows:

**1. Incorporation of Recitals**

a) The recitals set forth above are incorporated by reference.

**2. Definitions**

"Airport" means the Seattle-Tacoma International Airport.

"Budget Auto Facility" means the environmental remediation undertaken at the Airport by Avis Budget Car Rental LLC, the description and location of which is further described in the Order.

"Ecology" means the Washington State Department of Ecology.

"Effective Date" means the date first set forth above.

"Environmental Condition" means the presence of Hazardous Substances at, on, or under the Airport.

"Environmental Law" or "Environmental Laws" means any and all applicable common law, statutes and regulations, of the United States or the State of Washington relating to environmental protection, contamination, the release, generation, production, transport, treatment, processing, use, disposal, or storage of Hazardous Substances, and the regulations promulgated by regulatory agencies pursuant to these laws, and any applicable federal, state, and/or local regulatory agency-initiated orders, requirements, obligations, directives, notices, approvals, licenses, or permits, including but not limited to those for the reporting, investigation, cleaning, or remediation of any Hazardous Substances on the Airport.

"Five-Year Monitoring Plan" means the scope of work as described in Section 8.4 ("Groundwater Monitoring Network Design Recommendations") of the Phase I Groundwater Study, prepared by Aspect Consulting for the Port of Seattle (July 25, 2008), which is attached to this Agreement as Exhibit A, and which Ecology recommended be implemented following the termination of the Order.

"Hazardous Substance" means any hazardous, toxic, chemical, or dangerous substance, pollutant, contaminant, waste or material, including petroleum, which is regulated under any and all federal, state, or local statute, ordinance, rule, regulation, or common law relating to chemical management, environmental protection, contamination, or cleanup including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act as amended (42 U.S.C. § 6901 et seq.) or any other Federal, state, county, or city law, or any other ordinance or regulation existing or which may exist in the future.

"Northwest Sites" means collectively, the environmental remediation previously undertaken at the Airport by Northwest Airlines, Inc., and currently being undertaken by Delta as successor by merger to Northwest Airlines, Inc., in particular the following sites:

Northwest Airlines Former Hangar Tanks; Northwest Airlines "Closed" Hydrant System; Northwest Airlines Hydrant System South Satellite Baggage Tunnel Leak; and Northwest Airlines "Abandoned" Hydrant System.

"Order" means Model Toxics Control Act Agreed Order (No. 97TC-N122) executed by and amongst the Port and Ecology.

"Plan Implementation Costs" means the total cost of performing all groundwater sampling as outlined in the Five-Year Monitoring Plan but not including any further monitoring that may be subsequently be required by Ecology depending on the outcome of the Five Year Monitoring Plan.

"QTA Tank Area" means the environmental remediation undertaken at the Airport by the Hertz Corporation, Avis Budget Car Rental LLC, and Vanguard Car Rental USA LLC., the description and location of which is further described in the Order.

"RAC Auto Facility" means the environmental remediation undertaken at the Airport by the Hertz Corporation, Avis Budget Car Rental LLC, and Remediation and Liability Management Company, Inc., the description and location of which is further described in the Order.

"RAC Sites" means collectively the RAC Auto Facility, QTA Tank Area and Budget Auto Facility.

### **3. Agreement with Respect to Plan Implementation Costs**

- (a) The Parties have received a Revised Proposal to Install Monitoring Wells and Conduct Groundwater Sampling from SLR International Corp., which is attached to this Agreement as Exhibit B. The Parties hereby agree that this proposal will achieve the goals of the Five Year Monitoring Plan, and that the estimate of Plan Implementation Costs contained in Exhibit B is reasonable.
- (b) The Plan Implementation Costs shall not be amended or revised without the written consent of all Parties hereto. The Parties acknowledge, however, that the Plan Implementation Costs may require amending prior to or at the conclusion of the Five Year Monitoring Plan if Ecology requires monitoring in excess of or in addition to the Five Year Monitoring Plan.

### **4. Sharing of Plan Implementation Costs**

- (a) The Parties agree that all Plan Implementation Costs shall be allocated as follows: Delta 37.6%; All RACs, 36.9%, and the Port, 25.5%.
- (b) No later than 30 days after the Effective Date of this Agreement, the Port shall deliver funds to Delta in the amount of \$33,864, which represents its share of the expected Plan Implementation Costs.
- (c) No later than 30 days after the effective date of this Agreement, each individual RAC shall deliver funds to Delta in an amount equal to each RAC's percentage share of the total RAC share of the Plan Implementation Costs as detailed below:

RAC	Share of Total RAC's Plan Implementation Costs (%)	Amount (\$)
Vanguard Car Rental USA LLC.	26	12,740.83
Hertz Corporation	26	12,740.83
Avis Budget Car Rental LLC	48	23,521.54
Total		49,003.20

- (d) The RACs, Delta and the Port agree that, upon Delta's receipt of the funds per this section, none of the Parties shall have any further financial obligations with respect to this Agreement or the Five-Year Monitoring Plan, except to the extent that this Agreement or the Five Year Monitoring Plan may be amended in the future in writing upon the consent of all Parties.
- (e) The RACs, Delta and the Port agree that, upon completion of the Five-Year Monitoring Plan, Delta shall distribute any unused funds pro rata in accordance with the percentage shares established per Paragraph 4(a) of this Agreement. The Parties agree that no interest will accrue on their respective shares of the Plan Implementation Costs held by Delta.
5. The Parties enter into this Agreement without admission of responsibility or liability for any Environmental Condition at the Airport. This Agreement is limited to funding of the Plan Implementation Costs and does not convey any other substantive rights to the Parties. This Agreement is not admissible in any proceeding except to enforce its terms.
6. **Administration and Information Sharing**
- (a) Within thirty (30) days of the effective date of this Agreement, the Parties will enter into the Agreement for Environmental Consulting Services with SLR International Corporation in the form attached hereto as Exhibit C. Delta hereby agrees to administer such contract on behalf of the Parties.
- a. Delta has used its internal procurement system to establish eligible consultants, and recommends SLR International Corporation to the Port and the RACs. The Port and the RACs hereby approve the use of SLR International Corporation to perform the scope of work described in Exhibit B.
  - b. Delta shall notify the RACs and the Port when it has received the funds per Paragraph 4(b) and (c), and will thereafter use the funds received from the other Parties exclusively for the implementation of the Five-Year Monitoring Plan at the Airport.
  - c. Delta shall deliver to the Port and the RACs copies of any and all documentation, data, reports, and invoices relating to the implementation of the Five-Year Monitoring Plan at the Airport. Delta shall provide the subject documentation to the RACs and the Port on at a least an annual basis.
  - d. In implementing the Five-Year Monitoring Plan, Delta, and its representatives, agents and contractors will exercise reasonable efforts to avoid interfering with the RACs' current car rental operations at the Airport and other Airport operations.

- (b) The Port hereby agrees to act as the informational contact point with Ecology and the public. The Port shall deliver to the RACs and Delta copies of all agency correspondence and associated documentation relating to the implementation of the Five-Year Monitoring Plan at the Airport.

**7. Covenants**

- (a) Delta and the RACs agree to cooperate with the Port in the Port's efforts to fulfill its obligations with respect to the Order and the Five-Year Monitoring Plan, including, but not limited to sharing with the Port any reasonable request for data, non-privileged documentation, correspondence or reports relating to the ongoing remediation at the Northwest Sites and the RAC Sites.
- (b) The obligations of each Party with respect to this Agreement are individual obligations and nothing in this Agreement shall be deemed to create joint and several liability amongst the Parties with regard to any obligations contained in this Agreement. If any one Party fails to fulfill its obligations with respect to this Agreement, the other Parties' recourse is solely and exclusively with that one Party; provided however that the fact that other Parties have fulfilled their obligations may be used as evidence against the delinquent Party.

**8. Indemnification**

- (a) Each Party ("Indemnitor") shall defend, indemnify and hold harmless the other Parties, their officers, employees, directors, corporate affiliates and agents (collectively, "Indemnitees") from and against the Indemnitees' pro rata share of any damages, claims or causes of action arising from, or on account of, the acts or omissions of one or more of the Indemnitees as a result of its performance or non-performance in implementing the Five Year Monitoring Plan, provided that such Indemnitee acted in good faith pursuant to this Agreement or to authorization of the Parties and reasonably believed its conduct was in the best interest of the Parties. Notwithstanding the foregoing, no Indemnitor shall be liable to an Indemnitee to the extent any damages result from such Indemnitee's negligence, willful misconduct or breach of this Agreement.
- (b) Within thirty (30) days after becoming aware of any matter, suit, action or proceeding for which an Indemnitee is entitled to indemnification under Section 8(a) (collectively, a "Claim"), the Indemnitee shall give to each of the Indemnitors a detailed written notice of such Claim. The Indemnitee thereafter shall keep the Indemnitors fully informed with respect to such Claim.

**9. Release and Remedy**

- (a) The Parties acknowledge and agree that their sole and exclusive remedy against each other with respect to this Agreement or the Five Year Monitoring Plan shall be pursuant to the indemnification provisions set forth in Paragraph 8 of this Agreement, and not in an action under state, federal or common law, provided however, this provision shall not apply to any provision to which a court of competent jurisdiction may determine that equitable remedies are appropriate or any action arising out of negligence or fraud by any party.

- (b) The Port fully releases all claims against the RACs and Delta relating to this Agreement and the Five-Year Monitoring Plan, once the RACs and Delta have fulfilled their respective responsibilities under this Agreement, as now written or subsequently amended.

**10. Notices**

- (a) All notices or other communications provided for under this Agreement shall be in writing signed by the party giving same and shall be deemed properly given and received upon the earlier of receipt or refusal to accept receipt and shall be sent to the following addresses:

to Vanguard Car Rental USA LLC.:

Tom Munteer  
Paul, Hastings, Janofsky & Walker, LLP  
875 15th Street  
Washington, D.C. 20005  
Tel: 202-551-1775  
Fax: 202-551-0175  
Email: Tommunteer@paulhastings.com

to Hertz Corporation:

Neale R. Bedrock, Esq.  
Senior Staff Counsel  
The Hertz Corporation  
225 Brae Boulevard  
Park Ridge, New Jersey 07656  
Tel: (201) 307-2902  
Fax: (201) 307-2089  
Email: nbedrock@hertz.com

Timothy B. Egan  
Sr. Program Manager,  
Environmental Compliance & Remediation  
Hertz Corporation  
225 Brae Blvd  
Park Ridge, NJ 07656  
Tel: 201-307-2526  
Fax: 866-777-1838  
Email: tegan@Hertz.com

to Avis Budget Car Rental LLC:

Rose Pelino  
Director

6 Sylvan Way  
Parsippany, NJ 07054  
Tel: 973-496-3447  
Fax: 973-496-3441  
Rpelino@Avis.com

to the Port to Seattle:

Paul W. Agid  
Environmental Program Supervisor  
Aviation Environmental Programs  
Seattle-Tacoma International Airport  
P.O. Box 68727  
Seattle, WA 98168  
Tel: (206) 787-6604  
Email: agid.p@portseattle.org

to Delta Air Lines, Inc:

Chris Lough  
Sr. Environmental Engineer  
Delta Air Lines, Inc.  
Dept. 885  
1020 Delta Boulevard  
Atlanta, GA 30354  
Tel: (612) 727-0368  
Fax: (612) 727-4845  
Email: christopher.lough@delta.com

#### 11. **Miscellaneous**

- (a) Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Washington.
- (b) Modification. This Agreement may be modified or canceled only by written mutual agreement of the parties hereto.
- (c) Validity of Parts. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.
- (d) Captions. The captions of the provisions of this Agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of any provision.
- (e) Assignment. Any and all rights, obligations and interests in this Agreement rest solely with the Parties and their respective owners, operators, and corporate or municipal affiliates, and may not be transferred, assigned, or conveyed to a third party without the written permission of the non-assigning Parties.
- (f) Savings Clause. The Parties do not intend for, nor shall this Agreement have the effect of, affecting the rights and responsibilities of their respective interests in their operations at the Airport.
- (g) Counterparts. This Agreement may be executed in counterparts, including by facsimile signatures, and all such executed counterparts shall constitute one agreement, binding

on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

- (h) Authority. The parties enter into this Agreement freely and voluntarily and have had sufficient opportunity to seek the advice and assistance of counsel. The parties hereto represent that they have full and complete authority and authorization to execute and effect this Agreement and to take or cause to be taken all acts contemplated by this Agreement.
- (i) No Third Party Beneficiaries. No party other than the Parties hereto shall have or be construed to have any legal or equitable right, remedy, or claim under or in respect of or by virtue of any provision of this Agreement or in reliance hereon.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first set forth above.

Agreed and accepted

\_\_\_\_\_  
Name:  
The Hertz Corporation

\_\_\_\_\_  
Michael Lukens  
Paul, Hastings, Janofsky & Walker LLP, for  
Vanguard Car Rental USA LLC

\_\_\_\_\_  
Paul Fen  
Avis Budget Car Rental LLC



---

Helen Howes, Managing Director  
Corporate Safety, Health and Environment  
Delta Air Lines, Inc.

---

Elizabeth Leavitt, Director  
Aviation Planning & Environment  
Port of Seattle

C1 aquifer into the C2 aquifer. The bend of the QTA analytical plume from northwest to west indicates a transition of that contaminant plume from the C1 model layer into the more westerly flow of the C2 layer. Model results suggest that the plume could reach several shallow monitoring wells located along the northwest side of Concourse D. These wells are in suitable locations for monitoring and could be used to verify model results.

The predicted 1,1-DCE plume extends from the source area to the east of and below the former NWA hangar in a westerly direction past monitoring well NWFHT\_MW-8 (Figure 7-20). A 1,1-DCE concentration of 5.2 ppb was detected at this well in 2001. A relatively slow degradation rate compared to most literature values was used to provide a favorable match between the model and the observed 1,1-DCE concentration at monitoring well NWFHT\_MW-8. The slower degradation rate represents a considerably higher degradation half life for this compound. The longer half life possibly indicates that the aquifer is aerobic as 1,1-DCE degrades more slowly under aerobic conditions.

The predicted 1,2-DCA plume extends westerly from the source area (Figure 7-20). The 1,2-DCA source area is defined by one well, which is almost surrounded by wells where 1,2-DCA was not detected. Consequently, it is likely that the source area for this compound is smaller than represented in the model, which would result in a smaller plume configuration as well.

Four naphthalene source areas and plumes are shown on Figure 7-20. In each case, the modeled naphthalene plume does not migrate significantly from the source area. This is due to the high sorption rate for naphthalene in soil, especially relative to other COCs in this study. The higher sorption rate results in longer transport times, which give degradation processes more time to break down the naphthalene. Consequently, naphthalene plumes are more compact than those of other modeled COCs, even though the naphthalene source areas have higher concentrations than the source areas of other COCs. The small plume size of naphthalene is supported by data from the Northwest Airlines Hydrant System Closure (NWS2) wells north of the South Satellite building. All of these wells have low concentrations of naphthalene even though the NWS2 (NWA Hydrant System [1997]) and the Abandoned Hydrant Line (P13 or NWA Hydrant System [1976]) source areas are located upgradient from these wells.

## 8.4 Groundwater Monitoring Network Design Recommendations

---

Groundwater Study modeling results suggest that groundwater contamination at STIA does not threaten groundwater quality at potential local receptors. However, Ecology has determined that additional monitoring is required to verify model predictions. The additional monitoring will focus on specific contamination plumes identified in this study, rather than monitoring the AOMA as a whole. Plume-specific monitoring would allow confirmation that contaminant plumes from sources in the AOMA are sufficiently defined and that the contaminants in the plumes pose no risk now, or in the future, to potential local receptors.

Site specific monitoring strategies are summarized in Table 8-2. The monitoring strategies will focus on selected wells near the edge of plumes. These wells were positioned based on the centerline of the plume as defined by both modeling results and

## ASPECT CONSULTING

empirical field data (i.e., groundwater flow direction, groundwater chemistry, etc.). The selected well locations and the associated monitoring objectives are as follows (see Figure 8-1):

- UNFHS\_CMW-5, UNFHS\_CMW-7, and UNHYD\_MW-1 to monitor the benzene plume in the C1 aquifer from the RAC Auto Facility and QTA Tank Area sites.  
A new monitoring well, to monitor benzene in the C1 aquifer, positioned along the centerline of the analytical plume from the RAC site and located on the northwest side of Concourse D.
- UNFHS\_CMW-8 to monitor the benzene plume in the C2 aquifer from the QTA and RAC sites.  
A new monitoring well to monitor the 1,1-DCE plume in the C1 aquifer from the former NWA Hangar Tanks site. This well would be located near the centerline of the modeled 1,1-DCE plume, but at a position determined by the logistics of aircraft operation.
- Wells NWHS2\_SSW-9 and NWHS2\_SSW-2 to monitor petroleum hydrocarbons associated with the South Satellite Baggage Tunnel leak site and Northwest Airlines Hydrant Closure (NWA Hydrant System [1997]) sites.  
A new monitoring well located approximately 500 feet north of the northeast corner of the South Satellite to monitor Potential Site P13 (Abandoned Hydrant Line or NWA Hydrant System [19761] site).  
A new monitoring well, located south of the Delta Auto Gas Cluster Tanks site near South 188th Street, to monitor 1,2-DCA from the Delta Air Lines Autogas Cluster Tanks (DELAG) site.  
A new monitoring well, located about 250 feet west of Potential Site P3, to monitor naphthalene from site P3 and 1,2-DCA from the DELAG site

The Port will sample these wells annually for 5 years. Data will be evaluated at the conclusion of the 5-year monitoring period. Wells at inactive sites that demonstrate stable or contracting COC plume conditions will not be monitored **further**. Well data from inactive sites suggesting an increasing trend will be monitored **biannually** for 6 additional years. Active sites with concentration above MTCA Method A will continue to be monitored. A decision matrix for determining **future** monitoring requirements, for both inactive and active sites, is presented in Table 8-2.

In addition to the 5-yr monitoring program, three active sites (RAC Auto Facility, Budget Auto Facility, and QTA Tank Area) will continue to be monitored by the respective parties under existing monitoring plans.

DRAFT

EXHIBIT B



February 11, 2009

Mr. Chris Lough  
Northwest Airlines, Inc.  
Department C9025  
7500 Airline Drive  
Minneapolis, Minnesota 55450

Mr. Paul Agid  
Port of Seattle  
Seattle-Tacoma International Airport  
P.O. Box 68727  
Seattle, Washington 98168

Mr. Tim Egan  
The Hertz Corporation  
225 Brae Boulevard  
Park Ridge, New Jersey 07656

**Re: Revised Proposal to Install Monitoring Wells and Conduct Groundwater Sampling, SeaTac International Airport**

Dear Chris, Paul, and Tim:

SLR International Corp (SLR) appreciates the opportunity to present this proposed scope of work and cost estimate for conducting the groundwater monitoring activities associated with the Port of Seattle's (Port's) recently completed groundwater study at SeaTac International Airport. The proposed work consists of the plume-specific monitoring at the airport that was recommended in Aspect Consulting's (Aspect's) *Phase I Groundwater Study Report*. The purpose of the proposed work is to obtain data that verifies the Port's groundwater model predictions.

The proposed scope of work is detailed in the following tasks.

**Task 1 – Prepare Work Plan**

This task includes attending a meeting with Port personnel to discuss the proposed monitoring well locations, to evaluate the logistical issues with the work, and to determine how to minimize impacts to airport operations. SLR will also meet with personnel of the airlines that have operations at or near the proposed well locations to discuss how to minimize impacts to their operations.

Based on the results of the meetings, SLR will prepare a work plan that includes a detailed scope of work, a storm water pollution prevention plan, and a sampling and analysis plan. A draft version of the work plan will be submitted to the responsible party (RP) representatives for review. Based on the comments, the work plan will be finalized and submitted to the RP representatives and the Washington Department of Ecology (Ecology).

### **Task 2 – Drill and Install Groundwater Monitoring Wells**

In accordance with the Phase I Groundwater Study Report, a total of five groundwater monitoring wells will be installed to monitor known or potential plumes in the Qva (C1) aquifer. The proposed wells will monitor the following plumes:

- The 1,1-DCE plume from the former Northwest Airlines (NWA) hangar tanks site
- The potential naphthalene plume from the former NWA hydrant system (designated by Aspect as Potential Site P13)
- The 1,2-DCA plume from the Delta Airlines (Delta) Auto Gas Tank Cluster
- The potential naphthalene plume from the former wastewater lagoon (designated by Aspect as Potential Site P3)
- The benzene plume from the RAC Auto Facility

The locations of the proposed wells will be consistent with the locations on Figure 8-1 of the Phase I Groundwater Study Report. As stated above, SLR will meet with the Port to determine the exact locations of the proposed wells.

Prior to conducting the drilling activities, SLR will contract Applied Professional Services, Inc., of Issaquah, Washington, to locate the underground utilities and structures within 50 feet of each proposed well location. For cost estimating purposes, we assumed that the concrete apron will be cored at each of the well locations. SLR will contract Cascade Drilling, Inc. (Cascade) of Woodinville, Washington, to core the concrete and to conduct the drilling and well installation activities. The soil borings will be drilled by hollow-stem auger methods, and soil samples will only be collected at depths below 50 feet to identify the depth of the groundwater table. The soil samples will be collected at 5-foot intervals by using a split-spoon sampler. To minimize impacts to airport operations, we assumed that the drilling activities will occur between 10:00 p.m. and 6:00 a.m. The Port will supply an escort for all work conducted in the aircraft taxiway.

Each of the monitoring wells will be constructed with two-inch-diameter schedule 40 PVC casing and screen. Each 10-foot-long screen (20-slot) will be installed at a depth that intersects the C1 water table. For cost estimating purposes, we assumed that each well will be completed at a depth of 65 feet below ground surface (bgs). Cascade will develop each well by using surging and bailing methods.

After installing the wells, SLR will arrange for Port surveyors to survey the top of casing elevations and locations of the wells. The drill cuttings and development water will be temporarily stored at a Port-designated area in properly labeled, 55-gallon drums, pending off-site disposal. SLR will coordinate the pickup and off-site disposal of the wastes. Philip Services Corporation (PSC) will dispose of the water at their licensed facility in Kent, Washington. The soil will be disposed at the Columbia Ridge Landfill in Arlington, Oregon. For cost estimating purposes, we assumed that 20 drums of soil and 3 drums of development water will be generated and disposed off site.

### **Task 3 – Conduct Annual Groundwater Sampling**

In accordance with recommendation in the Phase I Groundwater Study Report, groundwater samples will be collected from the proposed monitoring wells on an annual basis. In addition, annual groundwater sampling will be conducted at the following existing monitoring wells:

- NWHS2\_SSW-2 and NWHS2\_SSW-9 to monitor the potential naphthalene plume in the C1 aquifer from the former NWA hydrant system (South Satellite Baggage Tunnel area)
- UNFHS\_CMW-5, UNFHS\_CMW-7, and UNHYD\_MW-1 to monitor the benzene plume in the C1 aquifer from the RAC Auto Facility and the QTA Tank Area
- UNFHS\_CMW-8 to monitor the benzene plume in the C2 aquifer from the RAC Auto Facility and the QTA Tank Area

Prior to the first groundwater sampling event, SLR will observe the conditions of the existing wells and sound the depth of each well. Based on the results of the well observations, Cascade may repair and/or develop one or more of the existing wells.

To monitor the groundwater conditions over time, the annual groundwater sampling will be conducted for a period of 5 years. Prior to each sampling event, SLR will measure the depths to groundwater and free product, if present, in each of the wells. Groundwater samples will not be collected from any well that contains product at the time of sampling.

To minimize impacts to airport and airline operations, we assumed that the groundwater sampling activities will occur between 10:00 p.m. and 6:00 a.m. The Port will supply an escort for all work conducted in the aircraft taxiway. A minimum of three well casing volumes of water will be purged from each well by using a disposable bailer attached to a nylon cord. The pH, temperature, and conductivity of the purge water will be measured in the field to determine when groundwater conditions have stabilized. After the groundwater conditions have stabilized, the samples will be collected and submitted to TestAmerica in Bothell, Washington, for analysis. As recommended in the Phase I Groundwater Study Report, the samples will be analyzed for the following parameters:

- The samples from the two proposed wells at the Delta Auto Gas Tanks site will be analyzed for volatile organic compounds (VOCs) by EPA Method 8260B and total petroleum hydrocarbons (TPH) as gasoline (TPH-G) by Ecology Method NWTPH-Gx. The samples from the western proposed well (hydraulically downgradient of Potential Site P3) will also be analyzed for naphthalenes by EPA Method 8270C SIM and TPH as diesel (TPH-D) by Ecology Method NWTPH-Dx (after silica gel cleanup) to monitor the groundwater conditions from Potential Site P3.
- The samples from the proposed well at Potential Site P13 will be analyzed for TPH as Jet A by Ecology Method NWTPH-Dx (after silica gel cleanup) and for naphthalenes.
- The samples from the two existing wells (NWHS2\_SSW-2 and NWHS2\_SSW-9) at the NWA Closed Hydrant System site will be analyzed for TPH as Jet A and naphthalenes.
- The samples from the proposed well at the NWA Former Hangar Tanks site and the PanAm Former Avgas Tanks site will be analyzed for VOCs, TPH-G, and TPH-D.
- The samples from the proposed well and the four existing wells (UNFHS\_CMW-5, UNFHS\_CMW-7, UNHYD\_MW-1, and UNFHS\_CMW-8) at the RAC Auto Facility and the QTA Tank Area sites will be analyzed for benzene by EPA Method 8021B and for TPH-G.

The purge water will be temporarily stored at a Port-designated area in a properly labeled, 55-gallon drum, pending off-site disposal. SLR will coordinate the pickup and off-site disposal of the water at the PSC facility in Kent, Washington. For cost estimating purposes, we assumed that two drums of water will be generated and disposed each year.

#### **Task 4 – Prepare Reports**

After completing each groundwater sampling event, SLR will prepare a draft report that documents the sampling activities, and presents the analytical results. The first annual report will also include a description of the well installation activities and a figure that shows the well locations relative to the known or potential plume locations. If necessary, Dr. Mike Riley of S.S. Papadopoulos will evaluate the groundwater sampling data under the groundwater model conditions and provide input to the reports. Each draft report will be submitted to the RP representatives for review. Based on the comments, the report will be finalized and submitted to the RP representatives and Ecology.

#### **Task 5 – Well Decommissioning**

After Ecology issues a “no further action” opinion for each of the specific sites, SLR will contract Cascade to abandon all 11 of the proposed and existing monitoring wells in accordance with the Water Well Construction Act (Chapter 173-160 WAC) regulations. The wells will be abandoned by filling with hydrated bentonite, and the surface monuments will be filled with concrete. To minimize impacts to airport operations, we assumed that the abandonment activities will occur between 10:00 p.m. and 6:00 a.m.

#### **BUDGET**

The total estimated cost to perform the proposed work is \$127,240. The work will be conducted on a time and materials basis in accordance with the attached Fee Schedule. A breakdown of the estimated cost is presented in Table 1. The estimated cost includes subcontractor costs (\$73,925) for utility locating, well installation, laboratory analysis, well abandonment, and waste disposal. The estimated cost also includes a contingency cost of \$10,000 for Dr. Mike Riley of S.S. Papadopoulos to evaluate the groundwater sampling results under the groundwater model conditions, and a contingency cost of \$5,000 to repair and/or develop the existing groundwater monitoring wells. For cost estimating purposes, we assumed that the well installation and development activities will take five nights to complete, each groundwater sampling event will take two evenings to complete, and the abandonment of all wells will take one night to complete. We also assumed that the well abandonment activities will be conducted within six months after completing the fifth annual sampling event. Please note that the scope of work and estimated cost do not include any additional groundwater sampling that may be required if the results from the proposed sampling events trigger the extended monitoring that is described in Section 8.4 of the Phase I Groundwater Study Report.



Mr. Chris Lough, Mr. Paul Agid, and Mr. Tim Egan  
Page 6

The estimated cost and proposed scope of work are based on information available to SLR at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification.

SLR will begin work immediately upon receiving written authorization to proceed. If you have any questions, please call me at (425) 402-8800.

Sincerely,

**SLR International Corp**

A handwritten signature in black ink, appearing to read "Michael D. Staton". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael D. Staton, L.G.  
Principal Geologist

Attachments: Table 1 – Estimated Budget  
Fee Schedule

**Table 1**  
**Estimated Budget**  
**Install Monitoring Wells and Conduct Groundwater Sampling**  
**SeaTac International Airport**

Tasks	SLR International Corp			Subcontractors Costs <sup>3</sup>	Total Cost
	Hours <sup>1</sup>	Labor	Direct Costs <sup>2</sup>		
1 Prepare Work Plan	65	\$7,420	\$100	\$0	\$7,520
2 Drill and Install Groundwater Monitoring Wells	64	\$5,765	\$1,450	\$48,100	\$55,315
3 Conduct Annual Groundwater Sampling	118	\$10,140	\$2,550	\$17,825	\$30,515
4 Prepare Reports	95	\$9,500	\$100	\$10,000	\$19,600
5 Decommission Wells	13	\$1,180	\$110	\$13,000	\$14,290
Totals	355	\$34,005	\$4,310	\$88,925	\$127,240
<b>Total Estimated Budget</b>					<b>\$127,240</b>
Notes:					
<sup>1</sup> Hours include word processing, drafting, clerical services, and technical and senior review.					
<sup>2</sup> Direct costs include rental truck, fuel, and field equipment costs.					
<sup>3</sup> Subcontractor costs include utility locating, drilling and well installation, laboratory analyses, well rehabilitation, well abandonment, data evaluation (by S.S. Papadopoulos), and soil and water disposal. The costs include a 10% markup.					



**Fee Schedule for Well Installation and  
Five Years of Annual Groundwater Sampling  
SeaTac International Airport  
(Effective January 1, 2009)**

<b>PROFESSIONAL SERVICES</b>	<b>Hourly Rate</b>
Principal Geologist, Engineer, Scientist, or Toxicologist	\$165
Senior Geologist, Engineer, Scientist, or Toxicologist	\$125
Project Geologist, Engineer, Scientist, or Toxicologist	\$110
Staff Geologist, Engineer, Scientist, or Toxicologist	\$ 80
Senior Field or Environmental Technician	\$ 75
Database Management Specialist	\$ 80
Senior Drafter	\$ 75
Word Processor/Clerical	\$ 70

*Expert witness and deposition support will be billed at 150% of the above rates. Travel time will be charged in accordance with the above rates.*

**OUTSIDE SERVICES**

Charges for outside services, equipment, and facilities not furnished directly by SLR will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles	Shipping charges
Transportation and public carriers	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

**SUBCONTRACTORS**

Charges for subcontractors will be billed at cost plus 10 percent.

**DIRECT CHARGES**

Vehicle per mile	\$0.60
------------------	--------

**PAYMENT TERMS**

Payment required within thirty (30) days after receipt of invoice. We reserve the right to include interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, on amounts outstanding beyond (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principle unpaid amount.

AGREEMENT  
FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_, 201 \_\_, by and between

Delta Air Lines, Inc. (hereinafter "Delta"), Vanguard Car Rental USA LLC, Hertz Corporation, Remediation and Liability Management Corporation, Inc., Avis Budget Car Rental LLC, the Port of Seattle (hereinafter "Parties"),

and Consultant: SLR International Corporation

for the Project: Groundwater Monitoring

at the Project Site: Seattle-Tacoma International Airport

Delta, the Parties and Consultant agree as set forth below.

ARTICLE 1

CONSULTANT'S SERVICES

1.1 In completion of the Project, Consultant shall provide the following services as an independent consultant for Delta's and the Parties' sole benefit and exclusive use:

Install monitoring wells and conduct groundwater sampling and analysis in accordance with the Groundwater Study Report prepared for the Washington State Department of Ecology, dated July 25, 2008.

The services are described in more detail in Consultant's proposal dated June XX, 2010 (the "Proposal"), a copy of which is attached hereto as Schedule 1 and incorporated herein for all purposes.

1.2 In the event Delta and the Parties request Consultant to render services or incur expenses which Consultant reasonably believes are beyond the scope of Consultant's services as set forth herein, it shall be the obligation of Consultant to so advise Delta, acting as the Project Manager for the Project, in writing prior to rendering such services or incurring such expenses. Unless

Delta, the Parties and Consultant enter into a Change Order with respect to such additional services or expenses, Delta and the Parties shall not be responsible for any extra compensation claimed by Consultant on account of such services or expenses. In the event additional services or expenses are required as a result of the negligence of Consultant or its failure to comply with this Agreement or Delta's instructions, then such cost for additional services shall be borne by Consultant.

1.3 Consultant acknowledges that Delta and the Parties desire the Project to comply with all applicable federal, state and local laws, ordinances, regulations and requirements, including but not limited to environmental and occupational safety laws, and that Delta and the Parties are looking to Consultant to advise Delta and the Parties in connection with achieving such compliance with respect to the Project.

1.4 Consultant shall perform the services contemplated hereby using employees or independent contractors who are trained and competent to provide the desired services. Consultant agrees to establish and to maintain during the term of this Agreement a Project Management Team dedicated to this Agreement composed of the following individuals:

<u>Name</u>	<u>Job Title</u>
Michael D. Staton, R.G.	Principal Geologist

1.5 Should a contractor of Delta, the Parties or a third party be involved in the Project, Consultant's work does not include supervision or direction of the work of that contractor unless expressly required pursuant to Paragraph 1.1 hereof. Neither the presence of Consultant's field representative nor the observation and testing by Consultant shall excuse such contractor in any way for defects discovered in such contractor's work. It is agreed that Consultant does not have the right to stop the work of any contractor of Delta, the Parties or a third party unless expressly required pursuant to Paragraph 1.1 hereof.

## ARTICLE 2

### COMMENCEMENT; TIME FOR COMPLETION

2.1 Consultant shall commence the Project within five (5) days after Delta gives Consultant notice to proceed, and shall complete the Project within the time frame set forth in the proposal attached as Schedule 1.

## ARTICLE 3

### PAYMENTS TO CONSULTANT; BASIS OF COMPENSATION

3.1 Consultant shall submit to Delta on a monthly basis Consultant's invoice, together with appropriate supporting documentation satisfactory to Delta, reflecting the work performed during the invoice period and the cost thereof. Payment for Consultant's services shall be made by Delta within forty-five (45) days after Delta's receipt of each such invoice and supporting documentation.

3.2 If the Project is suspended or abandoned in whole or in part for more than three months, Consultant shall be compensated for all services performed prior to receipt of written notice from Delta of such suspension or abandonment, together with all Termination Expenses as defined in Paragraph 6.4.

3.3 Delta shall compensate Consultant for Consultant's services as follows, in accordance with the terms and conditions of this Agreement:

3.3.1 Estimated Sum: Consultant agrees to use its best efforts to accomplish the Project for an estimated amount of one hundred thirty-two thousand eight-hundred and no/100 Dollars (\$132,800), to be billed on a time and materials basis in accordance with the Proposal attached hereto as Schedule 1, stating the fully loaded hourly rates of Consultant's principals and employees (which include, without limitation, overhead, general and administrative expenses and fees), and the multipliers, if any, for other required direct costs incurred by Consultant in furtherance of the Project, including amounts billed to Consultant by approved subcontractors and consultants, approved travel expenses, supplies and materials, and equipment rentals. Consultant's monthly applications for payment shall include a summary of Project expenses incurred to date and projected expenses for completion of the Project. Should the sum of expenses incurred to date, the amounts included in the current application for payment, and the projected expenses exceed the estimated sum stated above (as modified by Change Order from time to time), Consultant shall, if so requested by Delta, limit its expenditures in furtherance of the Project to the estimated sum and, in the event such expenditures exceed such amount, suspend work until a revised amount has been mutually established and made a part of this Agreement. If total charges for the Project are less than the estimated amount, Delta will be billed for only the total charges so incurred.

3.4 Delta and the Parties agree that all Project Costs shall be allocated between the parties in accordance with that certain Agreement Regarding Groundwater Monitoring Costs at Seattle-Tacoma International Airport entered into between Delta and the Parties as of \_\_\_\_\_ as follows: Delta 37.6%; Vanguard 8.2%, Hertz 8.2%, Avis 16.4%, Remediation and Liability Management 4.1%, and the Port, 25.5%.

3.4 Partial payments pursuant to Paragraphs 3.1, 3.2, or 6.3 shall be based upon the pro-rata portion of services performed and expenses incurred.

3.5 Consultant shall be registered to collect sales tax and shall be responsible for the collection and payment of applicable sales and use taxes in jurisdictions where required by law to do so. All amounts payable under Paragraph 3.3 include any and all applicable taxes, fees or duties, including but not limited to sales, use, customs, excise, value added, ad valorem or other similar taxes, and all penalties and interest assessed thereon, and Consultant shall remit such payment to the taxing authority. The previous sentences notwithstanding, if Consultant bills for any sales or other tax, and if Delta determines that the services performed hereunder are not subject to such tax and so notifies Consultant in writing, Consultant shall cease billing Delta for such tax. If for any reason a taxing authority asserts against Consultant that any services hereunder for which tax has not been paid are subject to tax, Consultant shall notify Delta immediately upon receipt of said notice. If requested by Delta in writing, Consultant shall, at Delta's expense (and using counsel selected by Delta) take such action as Delta may reasonably direct to contest such asserted liability and shall not pay any such taxes unless directed by Delta. If Consultant timely notifies Delta of any such assessment and has not in any way adversely affected the right to contest such assessment, Delta shall hold Consultant harmless and indemnify Consultant from and against any taxes, interest or penalties which Consultant may incur solely by reason of compliance with Delta's directions. If payment is made, Consultant shall, at Delta's expense (and using counsel selected by Delta), take such actions as Delta may reasonably direct to recover payment and shall, if requested, permit Delta in Consultant's name to file a claim or commence an action to recover such payment. If all or any part of any taxes are refunded or credited, Consultant shall repay Delta such part thereof as Delta shall have paid, including any interest received thereon.

#### ARTICLE 4

##### OWNER'S RESPONSIBILITIES

4.1 Delta shall provide information regarding requirements for the Project as reasonably needed for Consultant to perform the services contemplated hereby. Delta shall furnish such information expeditiously, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

4.2 Delta has designated Chris Lough as its contact for the Project, and such representative is authorized to examine the documents submitted by Consultant and render decisions pertaining thereto. Unless expressly authorized by Delta and the Parties, such representative is not authorized to execute amendments or Change Orders to this Agreement.

4.3 Delta and the Parties shall provide entry to the Project Site to Consultant, its agents, employees, and subcontractors for the purpose of performing all acts, studies, research, tests and evaluations, pursuant to the agreed services; provided, however, Consultant shall coordinate such activities in advance with Delta's authorized representative at the Project Site; and provided further that any such right of entry is subject to all applicable governmental regulations and, if applicable, all airport regulations regarding restrictions on access to certain airport facilities.

## ARTICLE 5

### CONSULTANT'S RECORDS

5.1 Consultant shall keep and maintain for at least four (4) years after completion of the Project, complete and accurate books and records with respect to the Project. Consultant's records pertaining to services performed and expenses incurred pursuant to this Agreement shall be kept on the basis of generally accepted accounting principles and shall be available to Delta or Delta's representatives at mutually convenient times.

## ARTICLE 6

### TERMINATION OF AGREEMENT

6.1 This Agreement may be terminated by Delta and the Parties, in Delta's and the Parties' sole discretion, for convenience and with or without cause, upon at least seven (7) days prior written notice to Consultant.

6.2 In the event that (i) either party shall file a petition in bankruptcy or shall make a general assignment for the benefit of its creditors, (ii) a petition in bankruptcy shall be filed against either party or a receiver appointed on account of its insolvency or (iii) either party shall default in the performance of any express obligation to be performed by it under this Agreement and shall fail to correct such default within five (5) days following receipt of written notice thereof (or such longer time as is reasonably required, provided effective correction is not possible within five (5) days, but is commenced within that time and is completed with due diligence), then the other party, without prejudice to any other rights or remedies, may terminate this Agreement by written notice to the defaulting party specifying the effective date of termination. A waiver by either party of one default of the other party shall not be considered to be a waiver of any subsequent default of such other party and shall not be deemed to amend or modify the terms of this Agreement.

6.3 In the event of termination not the fault of Consultant, Consultant shall be compensated in accordance with Article 3 for all services performed to the termination date, together with all Termination Expenses as defined in Paragraph 6.4. In the event of termination due to Consultant's default under Paragraph 6.2(i), (ii) or (iii) hereof, Consultant shall not be entitled to receive Termination Expenses, and shall be responsible for any damages Delta and the Parties may suffer.

6.4 Termination Expenses are defined as additional expenses directly attributable to termination which could not reasonably have been avoided and for which Consultant is not



otherwise compensated. Termination Expenses shall not include lost profits, lost opportunities, consequential damages, or the like.

## ARTICLE 7

### CONSULTANT'S INSURANCE

7.1 Consultant shall maintain the following insurance coverages, with an insurance company or companies satisfactory to Delta and the Parties for claims under Workers' Compensation Acts and for claims for damages because of bodily injury, including death, and from claims for property damage, which may arise from and during operations under this Agreement, whether such operations be by Consultant, its subcontractors or anyone directly or indirectly employed by any of them. Certificates of such insurance shall be filed with Delta and the Parties prior to commencing the work under this Agreement and shall provide coverage in not less than the following amounts, which may be increased if required by Delta and the Parties at Delta's and the Parties' expense, equal to the actual increase in premium charge by Consultant's insurance company due to such increases:

Errors and omissions coverage (with no exclusion for pollution-related claims)	\$2,000,000 per claim
Comprehensive General Liability per occurrence for bodily injury and property damage	\$5,000,000 combined single limit
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 to cover employees
Automobile Liability per occurrence bodily injury and property damage	\$5,000,000 combined single limit
Contractor's Pollution Liability	\$1,000,000 per claim \$1,000,000 annual aggregate

7.2 Except for claims arising under the Errors and Omissions and Workers' Compensation policies, the policies shall contain an appropriate cross-liability clause insuring Delta and the Parties against any loss or damage to Delta and the Parties or Delta's and the Parties' property resulting from any acts or omissions of Consultant, its officers, employees, servants or subcontractors, and shall name Delta and the Parties as an additional insured. All insurance the Consultant provides shall be primary and not contributory as to any coverage of Delta and the

Parties. All policies shall remain in effect until Delta and the Parties have received not less than 30 days prior written notice of cancellation or termination.

## ARTICLE 8

### INDEMNIFICATION

8.1 Subject to the limitation of liability stated herein, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Delta and the Parties and their directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, judgments, penalties, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and reasonable attorneys' fees (herein "Claims"), which in any way arise out of or result from (i) any negligent act(s) or omission(s) or willful misconduct of the Consultant, any subcontractor, any supplier (or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable) in the performance or nonperformance of the services under this Agreement, or (ii) Consultant's failure to comply with any of its obligations under this Agreement, including without limitation in the case of Claims under clauses (i) or (ii) above, Claims on account of personal injury, death, or property damage.

8.2 Delta and the Parties acknowledge that Consultant has neither created nor contributed to the creation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or to the release thereof or the violation of any law or regulation relating thereto, at the Project Site prior to the date on which the performance of the services are commenced hereunder (collectively, "Pre-existing Conditions"). Accordingly, Delta and the Parties agree to the fullest extent permitted by law, to indemnify, defend, and hold harmless Consultant, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions, but not with respect to the exacerbation of Pre-existing Conditions (the term "exacerbation" including without limitation any release of a hazardous or toxic material or substance or any required remediation caused by the disturbance of Pre-existing Conditions) by Consultant its employees, agents or subcontractors, in connection with the performance of the services hereunder.

## ARTICLE 9

### CHANGES IN THE PROJECT

9.1 Any change in the Project, or any adjustment in the compensation due hereunder, or any time extension with respect to the services hereunder, shall be authorized by a Change Order.

9.2 Delta and the Parties reserve the right, consistent with Consultant's capabilities (i) to request Consultant to perform services beyond those which were originally specified and agreed to herein, or (ii) to change, alter, add to, or deduct from the services contemplated hereby. In the event Delta, acting as the Project Manager, may desire such a revision to the scope of services, Delta shall notify Consultant and request a proposal for a Change Order covering such services. Unless a change in services is authorized by the signature of a duly authorized representative of Delta on such Change Order, Consultant will not proceed to perform the changed services, except in case of an emergency endangering life or property. Any change or adjustment in the compensation or time extension by virtue of such Change Order shall be specifically stated in said Change Order.

9.3 In the event Consultant encounters at any time during the performance of services hereunder physical conditions at the Project Site, including without limitation, the presence of unforeseen hazardous substances, that were not reasonably anticipated by Consultant, or any concealed conditions not previously made known to Consultant, or other unknown physical conditions, that can reasonably be expected to significantly affect the risk involved in providing the services, the scope of services, the cost of performing the services, or the time required to perform the services, Consultant promptly will notify Delta thereof. Subsequent to that notification, Consultant and Delta will agree by Change Order to modify the scope of services and, if appropriate, the contract compensation and the time for performing the services, failing in which either party may terminate this Agreement effective on at least seven (7) days prior written notice.

## ARTICLE 10

### STANDARD OF CARE AND WARRANTY

10.1 The services provided by Consultant will be performed, findings obtained, and recommendations prepared with that degree of care and skill ordinarily exercised under similar circumstances by members of the environmental engineering and consulting profession performing the kinds of services to be performed hereunder and practicing in the same or similar locality. All activities of Consultant will be performed in a manner meeting or exceeding the standards set forth in Delta's Environmental Programs Manual, a copy of which shall be made available for review at Consultant's request.

## ARTICLE 11

### LIMITATION OF LIABILITY

11.1 Delta and the Parties agrees to limit Consultant's liability to Delta and the Parties arising from Consultant's negligent professional acts, errors or omissions or breach of contract, such that Consultant's total liability under this Agreement shall not exceed the sum of (i) the limit of

Consultant's insurance covering such liability (but in no case less than the minimum limits for such coverage as required to be carried by Consultant pursuant to this Agreement, whether or not Consultant actually carries such insurance) and (ii) the greater of (a) Fifty Thousand and No/100 Dollars (\$50,000.00) or (b) Consultant's total fee under this Agreement.

## ARTICLE 12

### SAMPLE HANDLING AND RETENTION

12.1 Subject to the provisions of this Paragraph, Consultant will dispose of test samples or specimens or any remaining residue thereof immediately upon completion of tests.

12.1.1 Non-Hazardous Samples. At Delta's written request, Consultant will maintain, free of storage charges, preservable non-hazardous test samples and specimens or the residue thereof for thirty (30) days after submission of Consultant's report. After the initial thirty (30) days and upon Delta's written request, Consultant will retain such test specimens or samples for a mutually acceptable storage charge and period of time.

12.1.2 Hazardous or Potentially Hazardous Samples. In the event that samples contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by applicable federal, state, or local statutes, regulations, or ordinances, Consultant, after completion of testing and at Delta's expense, will appropriately containerize and label such samples and either, (i) return such samples to Delta, or (ii) using a manifest signed by Delta as generator, have such samples transported to a location selected by Delta for final disposal. Delta agrees to pay all reasonable costs associated with the storage, transport, and disposal of samples. Delta recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said waste.

## ARTICLE 13

### OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS CONFIDENTIALITY

13.1 All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by Consultant as instruments of service pursuant to this Agreement, shall be the property of Delta and the Parties, but Consultant shall be entitled to retain copies of same. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials developed by Consultant, but Delta and the Parties are hereby granted a perpetual right and license to use such patentable concepts or copyrightable material and any patents or copyrights arising therefrom in connection with the Project and/or the Project Site.

13.2 Other than materials which are already in the public domain, Consultant shall treat as confidential all documents, reports, plans and other information of any nature or description which Delta and the Parties supply to Consultant or which Consultant otherwise obtains or generates in the course of the Project (the "Confidential Material"). Consultant may disclose Confidential Material to a third party only with the written consent of Delta and the Parties or if and to the extent such disclosure is required by law. Delta and the Parties shall be given at least ten days prior written notice and an opportunity to object in the event that Consultant concludes that applicable law requires such disclosure. Without written consent from Delta and the Parties, Consultant shall not use Delta's or the Parties' name or otherwise identify Delta or the Parties as a client in connection with any marketing activities to other customers or potential customers of Consultant.

## ARTICLE 14

### NOTICES

14.1 All notices, requests, demands, and other material communications hereunder shall be in writing and shall be given (i) by personal delivery, (ii) by mailing via United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, (iii) by reliable overnight courier or delivery service, or (iv) by facsimile ("fax") transmission, in each case properly addressed as follows, or to such other addresses as either party may designate in accordance herewith:

If to Delta:

Delta Air Lines, Inc.  
Department 885  
1020 Delta Boulevard  
Atlanta, Georgia 30354  
Attention: Chris Lough, Sr. Environmental Engineer  
Corporate Safety, Health and Environment  
Fax: 404-714-3310

If to Consultant:

SLR International Corporation  
22118 20th Avenue SE, Building G, Suite 202  
Bothell, Washington 98021  
Attention: Mike Staton, Principal Geologist  
Fax: (425)402-8488

Notices shall be deemed to be given upon such personal delivery or, if mailed, couriered, or faxed, upon the receipt thereof by the party concerned.

## ARTICLE 15

### SECURITY

#### 15.1 EMPLOYMENT AND ACCESS INVESTIGATIONS.

15.1.1 If the Project Site (as defined in a Work Authorization) is an airport, Consultant warrants and agrees that it has performed and will continue to perform all employment and access investigations required by and in accordance with federal law and DELTA's Aircraft Operator Standard Security Program as approved by the Transportation Security Administration (the "TSA") as in effect from time to time, including, without limitation, the requirements of 49 U.S.C. § 44936 and the TSA's regulations promulgated pursuant thereto at 49 C.F.R. Parts 1542 and 1544, with respect to all persons hired or utilized by Consultant to perform any portion of the services at the Project site who require Special Security Authority, as defined in Paragraph 9.1.2 below. Such employment and access investigations may include without limitation employment histories and verifications, verifications of identity, and criminal history records checks as and to the extent required by federal law.

15.1.2 Required employment and access investigations shall be completed for all persons prior to Consultant allowing such persons "unescorted access authority" (as such term is defined in 49 C.F.R. Part 1544), prior to Consultant allowing such persons to work in the sterile area of and airport, and otherwise as required by and in accordance with federal law and DELTA's Aircraft Operator Standard Security Program (said authority being referred to herein as "Special Security Authority").

#### 15.2 ADDITIONAL REQUIREMENTS.

Consultant also agrees to undertake whatever other measures are necessary to comply with security, drug and alcohol testing, record-keeping, and other requirements appropriate to the services to be performed by Consultant and to the areas to which Consultant has access at an airport in connection with performance of the services, that are imposed from time to time by public agencies such as the TSA, DOT, FAA, the United States Postal Service, the United States Customs Service, and the operator of the airport in question.

#### 15.3 AUDIT OF EMPLOYMENT RECORDS.

Consultant shall keep full and detailed records demonstrating its compliance with this Article 9 as to each employee with Special Security Authority employed at the Project site and shall maintain and preserve such records without additional compensation therefor for a period of

three (3) years after termination or expiration of this Agreement. DELTA shall have the right, but not the duty, to conduct such audits of Consultant's employment records as it deems prudent to ensure Consultant's compliance with this Article 9.

#### 15.4 RETURN OF CREDENTIALS.

Consultant acknowledges the importance of maintaining control over all access/identification media and credentials issued to Consultant's employees allowing such employees Special Security Authority or other special access authority granted by the operator of an airport or DELTA ("Credentials"). Consultant shall maintain by means acceptable to DELTA a current listing of all of Consultant's employees, all subconsultant employees and all other individuals employed on the Project site by or through Consultant who require Credentials, and the type of Credentials issued to such individuals. Consultant shall, within the time periods prescribed by law and by the issuing authority and by means acceptable to the issuing authority, (i) return to the issuing authority all Credentials issued to such individuals upon termination of employment or disqualification for Credentials of such individuals, and (ii) report to the issuing authority all lost, stolen and unaccounted for Credentials. Consultant shall notify DELTA's Station Manager/Director at the applicable airport or his designee and Delta's Managing Director – Corporate Safety, Security and Environment in writing (x) of such termination or disqualification of such individuals immediately after such termination or disqualification, (y) of the return of Credentials to the issuing authority simultaneously with such return, and (z) of such lost, stolen and unaccounted for Credentials simultaneously with such report to the issuing authority.

### ARTICLE 16

#### MISCELLANEOUS PROVISIONS

16.1 This Agreement shall be governed by the laws of the State of Georgia.

16.2 Delta, the Parties and Consultant, respectively, bind themselves, their successors, assigns, and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Delta, the Parties nor Consultant shall assign or transfer any interest in this Agreement or subcontract out or delegate any right or obligation under this Agreement without the written consent of the other.

16.3 This Agreement together with its Schedules, Exhibits, and Special Conditions, if any, represents the entire and integrated agreement between Delta, the Parties and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Delta, the Parties and Consultant. In the event of any inconsistency between this Agreement and the attached Proposal, if any, this Agreement shall control.

16.4 In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

16.5 All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the services and the termination of this Agreement as to matters that occurred during the term of this Agreement.

16.6 In any action arising from the performance of this Agreement or breach thereof, the prevailing party shall receive, in addition to any other compensation awarded, its reasonable costs and attorneys' fees.

16.7 Consultant shall institute and maintain an effective compliance program to ensure that the Work complies with all applicable laws, rules, regulations and procedures. Such program shall, at a minimum, include the following components:

16.7.1 Instituting standards and procedures that are reasonably capable of reducing the prospect of noncompliance.

16.7.2 Assignment of a high-level person or persons to overall responsibility for overseeing compliance with such standards and procedures.

16.7.3 Exercising due care in making assignments so as to avoid delegating compliance responsibility to individuals whom the organization knows, or should know, have a propensity to engage in illegal activities.

16.7.4 Communication of compliance standards and procedures by requiring participation in training programs or by disseminating publications that explain in a practical manner what is required.

16.7.5 Establishing monitoring and auditing systems and having in place and publicizing a reporting system whereby employees and other agents can report events of noncompliance without fear of retribution.

16.7.6 Enforcing standards through appropriate mechanisms, including, as appropriate, discipline of individuals responsible for the failure to detect events of noncompliance.

16.7.7 Taking all reasonable steps to respond appropriately to events of noncompliance and preventing further similar events of noncompliance, including any necessary modification of the compliance program.

Delta may audit and review Contractor's compliance program at any time. Should Delta find Contractor's compliance program to be inadequate in any respect, Delta may terminate this



Agreement and any associated Work Authorization(s) upon no less than ten (10) days' notice, if Contractor fails to correct such inadequacies within the ten (10) day period.

16.8 Time is of the essence of this Agreement.

16.9 The following exhibits or schedules are attached hereto and are made a part hereof.

Schedule 1: The Proposal

This Agreement is entered into as of the day and year first written above.

DELTA:

Delta Air Lines, Inc.

By: \_\_\_\_\_

Helen Howes  
Managing Director  
Corporate Safety, Health and Environment

CONSULTANT:

SLR International Corporation

By: \_\_\_\_\_

Michael Staton  
Principal Geologist

The Hertz Corporation

\_\_\_\_\_  
Michael Lukens

Paul, Hastings, Janofsky & Walker LLP, for  
Vanguard Car Rental USA LLC

\_\_\_\_\_  
Paul Fen

Avis Budget Car Rental LLC

---

Elizabeth Leavitt, Director  
Aviation Planning & Environment  
Port of Seattle

**SCHEDULE 1**