

This document is a text-only reovery of the original PDF file. Any graphics that were in the original PDF are not included here. If you need the original document, please contact the Commission Clerk at the Port of Seattle.

SIXTH ADDENDUM TO PARTICIPATION AGREEMENT FOR CLEANUP OF
SEA?TAC INTERNATIONAL AIRPORT JET FUEL FACILITY

THIS SIXTH ADDENDUM TO THE PARTICIPATION AGREEMENT FOR CLEANUP OF SEA?TAC INTERNATIONAL AIRPORT JET FUEL FACILITY ("Sixth Addendum") is made effective , 2022, by and among OLYMPIC PIPE LINE COMPANY ("Olympic"), THE PORT OF SEATTLE ("Port") and UNITED AIRLINES, INC. ("United") (hereinafter referred to as the "Participants" collectively and "Participant" individually). It modifies and amends that certain Participation Agreement for Cleanup of Sea?Tac International Airport Jet Fuel Facility by and among Participants dated November 7, 1995 (hereinafter the "Participation Agreement") and the Fifth Addendum to the Participation Agreement for cleanup of Sea?Tac International Airport Jet Fuel Facility by and among Participants effective on or about August 5, 2014 ("Fifth Addendum").

WHEREAS, the Participation Agreement continues in full force and effect, as expressly revised by amendment to the Fifth Addendum, and the Fifth Addendum (as amended in the First Amendment to the Fifth Addendum) also continues in full force and effect, except as expressly revised in this Sixth Addendum;

WHEREAS, capitalized terms used in this Sixth Addendum but not defined or incorporated herein shall have the meanings set forth for such terms in the Participation Agreement.

WHEREAS, this Sixth Addendum, the Fifth Addendum, the Fourth Addendum, the First Amendment to the Fourth Addendum, the Participation Agreement and the Escrow Agreement together may be referred to as "the Agreements;"

WHEREAS, at the direction of the Participants, SLR is continuing to negotiate with the Washington Department of Ecology ("DOE") in an effort to obtain a No Further Action ("NFA") determination by DOE, consistent with the Agreements and the applicable provisions of the Washington Model Toxics Control Act ("MTCA"); and

WHEREAS, SLR International Corporation ("SLR") by letter dated June 22, 2022 proposed an additional scope of work to abandon remaining wells, remove former remediation system equipment, remove sheet piling, remove fencing and concrete retaining wall, and remove a light post for an estimated costs of \$369,771 above and beyond shared costs already paid by the Participants ("Additional Shared Costs"); and

WHEREAS, agreement by the Participants to Additional Shared Costs in the amount of \$369,771 requires a Sixth Addendum.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the Participants, intending to be legally bound, agree as follows:

SIXTH ADDENDUM TO PARTICIPATION AGREEMENT FOR CLEANUP OF
SEA?TAC INTERNATIONAL AIRPORT JET FUEL FACILITY

1

1. Section 1 of the Participation Agreement, as amended in the Fourth and Fifth Addenda, is further amended by addition of the following subsection 1.6:

1. Participants' Mutual Intent and Purpose.

1.6 In addition to the matters agreed upon in subsections 1.1 through 1.5, the Participants further agree to perform or cause to be performed the Additional Work described in Exhibit A.

2. Section 2 of the Participation Agreement, as amended in the Fourth and Fifth Addenda, is further amended by the substitution of the following language in Section 2.2, and the addition of a new subsection 2. 8:

2. Shared Common Costs.

2.2 Procedure for Payments. Each Participant shall pay or shall transfer by wire or automated clearing house (ACH) to the designated escrow account that Participant's "pro rata" share of the Shared Costs as follows:

(a) Not more than thirty (30) days after execution of this Sixth Addendum, each Participant shall pay or transfer to the escrow account established by the Participants, that Participant's "pro rata" share of \$369,771 (including 15% Contingency) which is shown below on Chart I of this Sixth Addendum, and from time to time, its pro rata share of any escrow fees that may be charged periodically to maintain the escrow account.

The amounts (not including escrow fees) that each Participant shall be obligated to transfer to the designated escrow account pursuant to this Amended Agreement shall be as follows:

Chart I

Participant Amount of Each Participant's
Payment Obligation to the
Designated Escrow Account
Olympic Pipeline \$41,414
Port of Seattle \$78,505
United Airlines, Inc. \$249,852

SIXTH ADDENDUM TO PARTICIPATION AGREEMENT FOR CLEANUP OF
SEA?TAC INTERNATIONAL AIRPORT JET FUEL FACILITY

2

2.8 Additional Payments. The Participants hereby agree to pay Shared Costs of the Remedial Actions, as more specifically provided in this Sixth Addendum and to allocate "pro rata" among themselves all rebates, refunds, disbursements and escrow fees called for or resulting under the Participation Agreement, the Fourth Addendum, the Fifth Addendum or this Sixth Addendum or the Escrow Agreement.

(a) The Additional Shared Costs of the Remedial Actions under this Addendum are estimated to be \$369,771. Each Participant shall pay its designated amount of the Additional Shared Costs listed herein on Chart I in accordance with the Participation Agreement, the Fourth Addendum, the Fifth Addendum, this Sixth Addendum and the Escrow Agreement; provided, however, that in the event the costs to perform the Remedial Work exceed amounts remaining in the account established by the Escrow Agreement and the Additional Shared Costs (\$369,771), and expenditures greater than that amount are required to achieve the objectives of Exhibit A to this Addendum, a written amendment to this Addendum signed by all Participants shall be required and provided further, that in the event any Participant fails to make its full payment of its designated amount of the Shared Costs, as required by the Agreements, the remaining Participants shall not be required to perform their obligations under the Agreements.

(b) Performing Participants that pay their designated amount of Additional Shared Costs reserve all rights of action against any defaulting or non-performing Participant(s) for recovery under all applicable statutes or theories of law or equity.

3. Counterparts. This Sixth Addendum may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

4. Future Remediation Activities. Remediation has progressed to the extent practicable at the Sea?Tac International Airport Jet Fuel Facility. Residual impacts are understood to not pose a threat to human health and the environment. If in the future, DOE or another regulatory agency requires the Participants to address residual impacts, or if further remediation becomes practicable and the Port requests further remediation to be performed pursuant to an applicable lease obligation, the Participants will fund any necessary remedial activities in accordance with each Participant's "pro rata" share of the Shared Costs per the existing Participation Agreement and associated addenda.

SIXTH ADDENDUM TO PARTICIPATION AGREEMENT FOR CLEANUP OF
SEA?TAC INTERNATIONAL AIRPORT JET FUEL FACILITY

3

5. No Other Changes. Except as expressly modified by this Sixth Addendum, the Participation Agreement and Fourth and Fifth Addenda shall remain in full force and effect. Notices required hereunder or by the Participation Agreement or Fourth and Fifth Addenda shall be delivered by mail and email to the notice addresses listed below the signature of each Participant executing this

Addendum.

SIXTH ADDENDUM TO PARTICIPATION AGREEMENT FOR CLEANUP OF
SEA?TAC INTERNATIONAL AIRPORT JET FUEL FACILITY

4

To signify consent to and acceptance of this Sixth Addendum, an authorized officer or agent of each party has executed this Sixth Addendum to Participation Agreement for Cleanup of Sea?Tac International Airport Jet Fuel Facility on the year and day first written above.

United:

UNITED AIRLINES, INC.

By:

Its:

Notice Addressees:

United Airlines, Inc.

518 Connecticut Avenue NW, Suite 500

Washington, D.C 20006

Attn: Theresa Fariello

Senior Vice President

Government Affairs

Phone: (202?521?4333)

Email: Theresa.fariello@united.com

SIXTH ADDENDUM TO PARTICIPATION AGREEMENT FOR CLEANUP OF
SEA?TAC INTERNATIONAL AIRPORT JET FUEL FACILITY

5

To signify the consent to and acceptance of this Sixth Addendum, an authorized officer or agent of each party has executed this Sixth Addendum to Participation Agreement for Cleanup of Sea?Tac International Airport Jet Fuel Facility on the year and day first written above.

Olympic: OLYMPIC PIPE LINE COMPANY

By:

Its:

Notice Addressees:

Olympic Pipe Line Company

c/o BP Remediation Management

201 Helios Way

Houston, TX 77079

Attn: James Schaeffer

Liability Manager
Phone: 281780077868
Email: Jim.Schaeffer@bp.com

SIXTH ADDENDUM TO PARTICIPATION AGREEMENT FOR CLEANUP OF
SEA?TAC INTERNATIONAL AIRPORT JET FUEL FACILITY
6

To signify the consent to and acceptance of this Sixth Addendum, an authorized officer or agent of each party has executed this Sixth Addendum to Participation Agreement for Cleanup of Sea?Tac International Airport Jet Fuel Facility on the year and day first written above.

The Port: THE PORT OF SEATTLE

By:
Its:
Notice Addressees:
Port of Seattle
Mailing Address:
P.O. Box 68727
Seattle, WA 98168
Street Address:
17801 Pacific Highway South
Room 6012M
Seattle, WA 98158
Attn: Megan King, AV Environment & Sustainability
Phone: (206) 787?4741
Email: King.M@portseattle.org

SIXTH ADDENDUM TO PARTICIPATION AGREEMENT FOR CLEANUP OF
SEA?TAC INTERNATIONAL AIRPORT JET FUEL FACILITY
7

EXHIBIT A: SLR PROPOSAL OF June 22, 2022

SIXTH ADDENDUM TO PARTICIPATION AGREEMENT FOR CLEANUP OF
SEA?TAC INTERNATIONAL AIRPORT JET FUEL FACILITY

8

[Link]

<http://www.slrconsulting.com/>
June 22, 2022

Mr. Ryan Keeler
United Airlines, Inc.
233 South Wacker Drive
11th Floor – WHQEN
Chicago, IL 60606

Mr. David Wandor
Parsons
3620 Park 42 Drive
Sharonville, OH 45241

Ms. Megan King
Port of Seattle
P.O. Box 68727
Seattle, WA 98168

Re: Revised Proposal for Abandonment of Remaining Wells and Removal of Former Remediation System Equipment, Former Continental-Olympic-United Fuel Farm Area, SeaTac International Airport

Dear Ryan, Dave, and Megan:

SLR International Corporation (SLR) has prepared this proposed scope of work and cost estimate for removal of the former remediation system equipment and abandonment of the remaining wells and piezometers at the former Continental-Olympic-United fuel farm area (the former fuel farm area). The scope of work is detailed in the following tasks.

Task 1 – Project Management

This task includes coordinating field activities with SLR staff, subcontractors, and the Port of Seattle (Port); subcontracting; communications with the Continental-Olympic-United Fuel Facility Environmental Committee (FFEC); and communications with the Washington State Department of Ecology (Ecology).

Task 2 – Abandon Wells

There are currently a total of 53 remaining groundwater monitoring wells, piezometers, inactive dual-phase extraction (DPE) wells, and inactive groundwater recovery wells at the former fuel farm area. The wells and piezometers are two to four inches in diameter, except for an inactive recovery well that is 36 inches in diameter, and range in depth from approximately 6.5 to 75 feet below ground surface (bgs). Based on SLR's review of SLR International Corporation 22118 - 20th Avenue SE, Ste. G202, Bothell, WA 98021

T: 425-402-8800 F: 425-402-8488 www.slrconsulting.com

Offices throughout USA, Canada, UK, Ireland, Australia, South Africa

Printed on Recycled Paper

Mr. Ryan Keeler, David Wandor, and Megan King

Page 2

Ecology's well records, a total of 43 of the wells and piezometers are registered with Ecology and have identification numbers and driller well logs on file.

Holt Services, Inc. (Holt) of Edgewood, Washington, will abandon or decommission the wells and piezometers in accordance with the requirements of the Washington Administrative Code (WAC) 173-360-381. The decommissioning work will be conducted by a licensed well driller (in accordance with the requirements of Chapter 18.104 RCW - The Washington Well Construction Act) under the direction of an SLR geologist. SLR will subcontract and schedule the Port-required traffic control equipment and personnel prior to conducting any of the well abandonment work on or adjacent to roads.

Holt will abandon or decommission the 53 wells according to the following procedures:

- The 43 Ecology-registered wells and piezometers will be abandoned by filling each well casing and screen with hydrated bentonite chips and filling each surface monument or vault with concrete to match the surrounding grade. The monument and vault lids will be disposed off-site.
- The nine 2- and 4-inch-diameter wells that are not registered with Ecology will be decommissioned by removing each well monument or well vault; overdrilling the well by using a limited-access hollow-stem auger drill rig; removing the well casing;

backfilling each of the overdrilled well borings with hydrated bentonite chips to a depth of approximately 2 feet bgs; and then backfilling the top 2 feet with concrete.

- The 36-inch-diameter inactive recovery well, which is not registered with Ecology, will be decommissioned by disinfecting the water in the well using chlorine tablets; filling the well with pea gravel to a depth of approximately 2 feet bgs; and then backfilling the top 2 feet with concrete. The portion of the recovery well casing that protrudes above the ground surface will be cut off prior to decommissioning.

The soil cuttings from the overdrilling activities will be temporarily stored at the former fuel farm area in properly labeled 55-gallon drums. SLR will collect a composite sample of the soil in the drums and submit it to Apex Laboratories (Apex) in Tualatin, Oregon, for the analyses required by the disposal facility. The sample analytical results will be used for profiling of the waste. The drums will be hauled off-site by a licensed waste transporter for disposal (as non-hazardous waste) at an Ecology-licensed facility.

Task 3 – Remove Former Remediation System Equipment

Wyser Construction, Inc. (Wyser) of Snohomish, Washington will remove the inactive DPE system equipment, as well as the remaining inactive bioventing and product skimming system equipment. The equipment removal work will be conducted under the direction of an SLR geologist. Prior to decommissioning the DPE system, SLR collect a composite sample of the carbon in the vapor-phase granular activated carbon (GAC) canisters and submit it to Apex

N:/Bothell/Proposals/Continental-Olympic-United Fuel Farm/System and Well Decommissioning/Proposal for System and Well Decommissioning.doc

Mr. Ryan Keeler, David Wandor, and Megan King
Page 3

for the analyses required by the disposal facility. The sample analytical results will be used for profiling of the carbon waste. A licensed waste transporter will remove the carbon the canisters and haul it off-site for disposal at an Ecology-licensed facility.

Wyser's scope of work will include the following:

- Disconnect the power supply to the inactive DPE system inside the former Continental Fuel Farm power supply building on the northwest portion of the former Fuel Farm.

Wyser will subcontract a licensed electrician for this work.

- Cut off and cap all of the underground utility lines (electrical and sewer) inside of the fenced DPE system enclosure.

- Remove the former DPE system equipment skid and all system components, including the vacuum blowers, knockout tank, oil/separator, product storage tank, carbon vessels, piping manifold, aboveground piping, hoses, conduits, control panel, and emission stack. All of the equipment will be disposed and/or recycled off-site at Ecology-licensed facilities.

- Remove the former bioventing system building and the former system equipment within the building. The building and equipment will be hauled off-site for disposal at an Ecology-licensed facility.

- Remove the chain-link fencing surrounding the former system equipment enclosure and haul it off-site for disposal at an Ecology-licensed facility.

- Remove the fiberglass shelter and the concrete secondary containment pad for the former product skimming system and haul them off-site for disposal at an Ecology-licensed facility.

- Remove the accessible underground DPE system piping from the system enclosure to each DPE point vault, remove the vaults, backfill the vaults with imported, clean gravel fill, backfill the trenches to remove the system piping with the excavated material, and finish the ground surface of each trench to match the surrounding area (either asphalt or topsoil and grass sod). The inaccessible underground system piping located beneath the Air Cargo Road travel lanes will not be removed, but instead will be capped at each end and left in place to minimize any potential impacts to airport operations. The removed piping will be hauled off-site for disposal at an Ecology-licensed facility.

- The vaults for MW-3C and MW-6 will be removed prior to the well abandonment work to allow space for Holt to overdrill those DPE points, which are not registered with Ecology.

N:/Bothell/Proposals/Continental-Olympic-United Fuel Farm/System and Well Decommissioning/Proposal for System and Well Decommissioning.doc

Mr. Ryan Keeler, David Wandor, and Megan King
Page 4

In addition to the remediation system equipment removal and disposal work described above, Wyser's scope of work may include the following optional tasks:

- Task 3a - Subcontract a licensed crane operator to remove 200 linear feet of interlocking steel sheet piling in the former Continental Fuel Farm soil excavation area. The sheet piling will be hauled off-site for recycling at an Ecology-licensed facility.
- Task 3b - Remove the fencing and concrete retaining wall from the former Continental Fuel Farm excavation area.
- Task 3c - Remove the light post located inside the remediation system equipment enclosure and haul it off-site for disposal at an Ecology-licensed facility.

Task 4 – Prepare Report

After completing the work described above, SLR will prepare a letter report that describes the work and presents photographs that document the work. A draft version of the report will be submitted to the FFEC for review. After receiving comments, SLR will finalize the report and submit it to the FFEC.

ESTIMATED COST

The proposed scope of work will be conducted on a time and materials basis, in accordance with the conditions of the Master Agreement for Environmental Services, dated March 1, 2002, and consistent with the attached Fee Schedule. The total estimated cost to perform Tasks 1 through 4 is \$199,510. The estimated additional costs for the optional tasks under

Task 3 are as follows:

- Task 3a: \$105,190
- Task 3b: \$15,100
- Task 3c: \$1,740

In addition to the assumptions described above, the cost estimate assumes that: 1) the well abandonment work will take a total of eight working days to complete; 2) the removal of the remediation system will take a total of 10 working days to complete; 3) all wastes (drill cuttings and granular carbon) will be profiled as non-hazardous; 4) the work will be conducted on weekdays during normal business hours; and 5) if any or all of Tasks 3a through 3c are included, they will be conducted concurrently with the other work under Task 3. A breakdown of the estimated costs is shown in the attached Table. The proposed work will be conducted under Assignment Order No. SEA-05, which currently has the funds (\$20,692 in the project escrow account) to cover a small portion of the cost to conduct the proposed work.

N:/Bothell/Proposals/Continental-Olympic-United Fuel Farm/System and Well Decommissioning/Proposal for System and Well Decommissioning.doc

Mr. Ryan Keeler, David Wandor, and Megan King
Page 5

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.

If the scope of work and cost estimate are acceptable, please sign below and authorize additional funding under Assignment Order No. SEA-05. Thank you for the continued opportunity to provide our services on this project. If you have any questions, please call Chris Lee at (206) 218-5981 or Mike Staton at (425) 471-0479.

Sincerely,

SLR International Corporation

Christopher Lee, L.G. Michael D. Staton, L.G.
Associate Geologist Senior Principal Geologist
Attachment: Estimated Budget Table
2022 Fee Schedule

The proposed scope of work and cost estimate are approved.
For United Airlines, Inc:

Ryan Keeler
For BP:

David Wandor, Parsons
For Port of Seattle:

Megan King

N:\Bothell\Proposals\Continental-Olympic-United Fuel Farm\System and Well Decommissioning\Proposal for System and Well Decommissioning.doc

Table 1

Estimated Budget

Abandonment of Remaining Wells and Removal of Former Remediation System Equipment
Former Continental-Olympic-United Fuel Farm Area
SeaTac International Airport

SLR International Corp
Direct Subcontractor

Tasks Hours Labor Costs¹ Costs² Total Cost

1 Project Management 24 \$4,680 \$0 \$0 \$4,680

2 Abandon Wells 90 \$11,430 \$610 \$74,600 \$86,640

3 Remove Former Remediation System Equipment 117 \$15,080 \$760 \$90,190 \$106,030

4 Prepare Report 12 \$2,160 \$0 \$0 \$2,160

Totals 243 \$33,350 \$1,370 \$164,790 \$199,510

Estimated Project Total \$199,510

Optional Additional Tasks

3a Remove Sheet Piling 16 \$2,370 \$80 \$102,740 \$105,190

3b Remove Fencing and Concrete Retaining Wall 8 \$1,190 \$80 \$13,830 \$15,100

3c Remove Light Post 0 \$0 \$0 \$1,740 \$1,740

Totals 24 \$3,560 \$160 \$118,310 \$122,030

Estimated Project Total Including Optional Tasks \$321,540

Notes:

1 Direct costs include mileage, supplies, and field equipment.

2 Subcontractor costs include well abandonment, sample analyses, traffic control, waste disposal, and equipment/materials removal.

All subcontractor costs include a 5 percent markup.

N:\Bothell\PROPOSALS\Continental-Olympic-United Fuel Farm\System and Well Decommissioning\Table 1 - System and Well Decommissioning Budget.xls

[Link]

<http://www.slrconsulting.com/>

2022 Fee Schedule

Former Continental-Olympic-United Fuel Farm Area

SeaTac International Airport

(Effective March 1, 2022)

PROFESSIONAL SERVICES Hourly Rate

Managing Principal \$255
Principal Geologist, Engineer, Scientist, or Toxicologist \$225
Senior Geologist, Engineer, Scientist, or Toxicologist \$190
Associate Geologist, Engineer, Scientist, or Toxicologist \$165
Project Geologist, Engineer, Scientist, or Toxicologist \$150
Staff Geologist, Engineer, Scientist, or Toxicologist \$120
Senior Drafter/CADD Operator \$115
Word Processor/Clerical \$105

OTHER

Travel (air, ferry, train, taxi, etc) at cost
Meals & Lodging at cost
Outside Services at cost
Subcontractor Mark-up cost plus 5%
Mileage IRS rate

SLR International Corporation 22118 20th Avenue SE, Ste. G202, Bothell, WA 98021
T: (425) 402-8800 F: (425) 402-8488 www.slrconsulting.com
Offices throughout USA, UK, Ireland, Canada, Australia, Namibia and South Africa