

CONSULTANT: Reid Middleton, Inc.  
CONTACT PERSON: Charles Smith, PE  
ADDRESS: 728 134<sup>th</sup> Street SW, Suite 200  
Everett, WA 98204  
TELEPHONE/FAX NUMBER: 425-827-2014  
COUNTY DEPT: Facilities and Fleet Management  
DEPT. CONTACT PERSON: Anna Morton  
TELEPHONE/FAX NUMBER: 425-388-3896  
PROJECT: Facilities On-Call  
AMOUNT: Maximum Amount Payable  
FUND SOURCE: Varies by Project  
CONTRACT DURATION: April 6, 2026 through April 5, 2028  
unless extended or renewed pursuant to  
Section 2 hereof

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Reid Middleton, Inc., (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to accomplish numerous On-Call projects within the state On-Call discipline whereby Snohomish County does not have sufficient staff and/or expertise to meet the required and specific needs of the County. The general scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. The County, in entering into this On-Call Master Agreement, does not guarantee that any services shall be requested nor guarantee any specific dollar amount of work during the term of this Agreement. This Agreement is the product of County RFQ No. 25-0466RB, On-Call Consulting Services, Facilities.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon April 6, 2026 (the “Effective Date”) and shall terminate on April 5, 2028 , PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. PROVIDED, HOWEVER, that the County’s obligations after December 31, 2026 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

A. Services. The County will pay the Contractor for services as and when set forth in Schedule A, which is attached hereto and by this reference made a part of this Agreement.

B. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

C. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

D. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative

payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

E. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?  
Yes  No

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed the amount shown in the heading of this Agreement on page one (1).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement. Use of the work for hire without engagement of the Contractor by the County shall be at the County's sole risk.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Anna Morton  
Title: Contract Specialist  
Department: Facilities & Fleet Management  
Telephone: (425) 388-3896  
Email: <anna.morton@snoco.org>

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall review the services are free from errors and omissions and for conformance to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the

work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

A. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, and employees from damages and liability for damages, including reasonable attorneys' fees only to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors as ultimately determined by a court of competent jurisdiction. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees, and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

B. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, and employees, from and against suits, claims,

actions, losses, costs, penalties and damages only to the extent caused by the negligent errors, acts or omission in performing services and/or deliverables provided by or on behalf of the Contractor as ultimately determined by a court of competent jurisdiction. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

The Contractor and County waiver consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitations, to all consequential damages whether arising in contract, warrant, tort (including negligence), strict liability, or equity, to that may arise out of the parties' indemnification obligations.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

C. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

iii. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

iv. Employers' Liability or "Stop Gap" coverage: \$1,000,000

v. Professional Liability: Errors & Omissions: \$1,000,000 per claim.

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

i. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured

Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

iv. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

[The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or



misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

C. The County may terminate this Agreement upon thirty (30) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

D. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Facilities & Fleet Management 3000 Rockefeller Ave, MS 404 Everett, Washington 98201 Attention: Anna Morton Contract Specialist
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and to:	Snohomish County Purchasing Division 3000 Rockefeller Avenue, M/S 507
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If to the Contractor: Everett, Washington 98201  
Attention: Purchasing Manager  
Reid Middleton, Inc.  
728 134<sup>th</sup> Street SW, Suite 200  
Everett, WA 98204  
Attention: Charles Smith  
PE, LEED AP

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall

include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

REID MIDDLETON, INC.:

\_\_\_\_\_  
County Executive                      Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_                      Date

Approved as to insurance  
and indemnification provisions:

Approved as to form only:

\_\_\_\_\_  
Risk Management                      Date

\_\_\_\_\_  
Legal Counsel to the Contractor      Date

Approved as to form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney      Date

## Schedule A

### On-Call Consultant Services for Facilities Management GENERAL SCOPE OF WORK

The objective of the Agreement is to provide “On-Call” services for County projects to provide routine and/or emergency assistance when the County does not have the resources or expertise available to perform said work. The General Scope of Work within this Agreement includes general requirements for the stated discipline/subcategories noted below. Any Facilities Task Assignment issued under this Agreement, shall include all services, materials, and equipment necessary to accomplish the work specific to a project.

This Agreement shows a Maximum Umbrella Amount Payable for each subcategory as listed below. Each contractor selected by subcategory has been designated a separate Agreement.

Discipline	Subcategory	Estimated Contract Amount
Facilities Management	Architectural Services	\$5,000,000
	Building Envelope Specialist	\$1,000,000
	Civil Engineering Consultant	\$500,000
	Commissioning Consultant	\$500,000
	Electrical Engineering Consultant	\$1,500,000
	Fire Protection / Life Safety Consultant	\$1,000,000
	Hazardous Materials Testing	\$3,000,000
	Materials Testing & Inspections	\$1,000,000
	Roofing / Waterproofing Consultant	\$1,000,000
	Structural Engineering Consultant	\$1,000,000
	Survey Consultant	\$250,000

- (1) The Contractor shall provide On-Call services in the Structural Engineering Consultant subcategory on an On-Call and as needed basis as requested by the County in writing for specified projects. Upon identifying a service necessary for a project, the County may request that the Contractor provide a written proposal relating to their subcategory. No minimum amount of work is guaranteed under this Agreement.
- (2) The Contractor shall respond to the County in writing within five (5) calendar days of a request for services with a proposed Detailed Scope of Work, Schedule, and Cost Estimate for completing the requested services, based upon the rates specified in the attached Schedule B. Following receipt and agreement with the proposal, the County shall prepare a “Facilities Task Assignment” in the form specified in the attached Schedule A-2 to be signed by both parties. The Facilities Task Assignment will include a Detailed Scope of Work, Schedule and Cost Estimate, and is subject to the terms of the Agreement. The Facilities Task Assignment will terminate the earlier of (1) task budget is exhausted, (2) the task time frame has expired, or (3) the task is completed.
- (3) The Contractor shall not perform any service(s) pursuant to a Facilities Task Assignment until authorized to proceed in writing by the County.
- (4) The Contractor shall complete all services required by a Facilities Task Assignment by the “Completion Date” included in the applicable Facilities Task Assignment. Written approval in the form of an amended Task Assignment issued by the County is required to extend the “Completion Date” stated in a Facilities Task Assignment issued under this Agreement.

## Schedule A

- (5) The Contractor shall initiate the specified work within fifteen (15) calendar days of receipt of an executed Facilities Task Assignment and been given Notice to Proceed, unless otherwise stated in the Facilities Task Assignment issued.
- (6) The Contractor shall provide all services, equipment and labor necessary to complete the specific project.

## Schedule A-2

### SCOPE OF WORK - FACILITIES TASK ASSIGNMENT

Each item of work under this Agreement will be provided by task assignment. Each assignment will be individually negotiated with the Contractor. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the County. The County is not obligated to assign any specific number of tasks to the Contractor, and the County's and Contractor's obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

#### **CATEGORY DESCRIPTIONS**

##### **1. Architectural Services**

Services performed under the Architectural Services Category may include, but not be limited to: Architectural pre-design services: developing detailed definition of the desired scope of work, programming services and order-of-magnitude cost estimating services, schematic design, design development, contract documents, construction administration, and commissioning development/quality control. pre-bid conferences, review and evaluation of bids for award, design-related meeting notes, site visits, field modifications, review/approval of all shop drawings and product submittals, construction building permit processing with public agencies, coordination of public art (if required), field inspections, project construction punch-list creation and approval, as-built construction drawing review, and O&M manual and warranty reviews.

##### **2. Building Envelope Specialist**

The Building Envelope Consultant shall provide complete services which may include, but not be limited to, building envelope design, building envelope evaluation, air barrier and water intrusion testing, code compliance analysis, field and record documentation diagnostics, remediation design, energy-efficiency engineering, construction-phase support, wall and roof construction detailing, forensic investigation, field reports, design and engineering third-party review reports, specifications, building envelope commissioning, energy-efficiency modeling, and building enclosure inspections

##### **3. Commissioning Services**

Commissioning consultants will be expected to assist in development and coordination of the commissioning specifications and participate in the design review process. The systems to be commissioned may include, but are not limited to heating, ventilating and air conditioning (HVAC) equipment, HVAC controls, ductwork, electrical, exhaust fans, smoke evacuation system, carbon dioxide detectors, laboratory equipment, plumbing, fire/life safety, security, low voltage, emergency power, domestic hot water and the building envelope.

##### **4. Engineering, Civil**

Services performed under the Civil Engineering category may include, but not be limited to engineering services of a structural nature related to structures of concrete, steel, wood or



other materials, or any combination thereof. water quality monitoring, environmental assessments, remedial action plans, archeological assessments, hazardous material issues and monitoring, inspection, testing, testing coordination, project management in accordance with County procedures and other related services, but are not limited to, Parking Lot design, computer modeling, surveying, feasibility studies, service capacity reports, utility system design review and general assistance.

**5. Engineering, Electrical**

Services performed under Electrical Engineering category may include, but not be limited to: Provide electrical consulting services including reports, plans & specs for improvements to County facilities, expertise and experience in all electrical disciplines, AC/DC Drives, Circuit Breakers/ Loading, Control panel design, Emergency Power (UPS), motors, Power factor correction studies, Power system losses, surge arresters, transformers, generators, engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with electrical systems.

**6. Engineering, Structural**

Services performed under the Structural Engineering category may include, but not be limited to: Structural analysis, preparation of design reports, type size and location studies, preliminary and final design of miscellaneous structures, preparation of engineer's estimates, respond to construction engineering questions, seismic evaluations and studies, floor and/or roof loading analysis and other services including review of significant building modifications, interior and exterior walls, footing and foundation changes, emergency response to County's structural needs, and approval of shop drawings and product submittals.

**7. Fire Protection / Life Safety**

Services performed under the Fire protection / Life safety Consultant category may include, but not be limited to: fire protection and fire alarm consulting services including reports, plans & specs for improvements to County facilities, expertise and experience in all fire and life safety disciplines, fire suppression system modifications, fire alarm system modifications, engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with fire and life safety systems, coordination with other disciplines, and other tasks related to fire and life safety systems, fire detection-fire alarm systems and brigade call systems, active fire protection - fire suppression, Passive fire protection - fire and smoke barriers, space separation, fire prevention programs, smoke control and management, escape facilities - emergency exits, fire lifts, etc., coordination with local authorities, Third Party Plan reviews, Peer Reviews, smoke Control Rational Analysis, code Interpretations, code compliance report writing, develop a strategy for compliance with an overlooked requirement.

**8. Materials, Hazardous Testing**

Services performed under the Hazardous Materials Consultant category may include, but not be limited to: Conducting asbestos containing materials (ACM) and lead-based paint surveys in accordance with applicable local, state, and federal requirements and standards. Assess ACM for condition, potential for damage, quantity of material, and friability, and estimate

quantities of ACM. The focus of this discipline will be on conducting asbestos and lead-based paint surveys, although other services such as preparing abatement plans and conducting abatement monitoring could be included, depending on project needs.

**9. Materials Testing & Special Inspections**

Services performed under the Materials Testing Consultant category may include, but not be limited to: Onsite assessments, basic sampling procedures, and field testing of reinforced concrete, structural steel, reinforced masonry, grouting, structural steel embedment in concrete, expansion anchors, post-tensioned concrete slabs, seismic resistance, light gauge steel framing, mass timber construction, wood framing, soil and asphalt, spray applied insulation, spray applied fire resistive material, spray applied fireproofing, mastic and intumescent fire-resistant coatings, exterior insulation and finish systems, fire-resistant penetrations and joints, smoke control, and other material as defined by WSBC Chapter 17, use various techniques, to provide quantifiable results on the durability, strength, and characteristics of materials used to build structural elements.

**10. Roofing / Waterproofing**

Services performed under the Roofing / Waterproofing Consultant category may include, but not be limited to: Analysis of condition and performance of existing roofing systems which will lead to recommendations concerning repair or replacement of the existing roofing systems. Knowledgeable and experience in the design, details, and specifications of Roofing Systems, continuous or intermittent on-site inspections, perform diagnostics, locating leaks and voids in weatherproof membranes and offering repair suggestions once leaks are identified, inspection of rot and deterioration in structural deck and support members.

**11. Survey**

Services performed under the Survey category may include, but not be limited to: Boundary surveys, primary horizontal and vertical control surveys, photogrammetry and other surveys as needed.

## Formal Task Assignment Document

<b>2026 - 2030 SNOHOMISH COUNTY ON-CALL FACILITIES TASK ASSIGNMENT</b>
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Name of Project		Completion Date	
County Project Manager		Consultant Contact	
Discipline Subcategory	Structural Engineering	Consultant Email	
Task No.	SE-	DAC/Job Cost	

The County desires to authorize services pursuant to the Professional Services Agreement entered into with Reid Middleton, Inc. and executed on 4/6/26 for Facilities On-Call Consultant Services.

All provisions in the Master Agreement remain in effect by this Facilities Task Assignment and are incorporated herein by reference.

<b>ATTACHED TO THIS FACILITIES TASK ASSIGNMENT</b>
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- Scope of Work
- Cost Estimate with Total Hours to Perform Work
- Items unique to the project not included in the Agreement and which are to be reimbursed at cost with no markup.

The **Total Amount Authorized** under this Task Assignment, inclusive of all fees and other costs, is shown below:

Original Task Assignment Total:	<b>\$0.00</b>
Previous Task Amendment Total:	<b>\$0.00</b>
<u>Current Task Amendment Total:</u>	<b>\$0.00</b>
Total Task Assignment Not to Exceed:	<b>\$0.00</b>

**No other payment shall be allowed unless a Task Assignment Amendment for changed Scope of Work has been signed and authorized before work is performed.**

All work under this Facilities Task Assignment shall be performed pursuant to the terms, conditions, specifications, and limitations contained in the Agreement.

If you concur with this Task Assignment and agree to the items as stated above, please sign and date in the appropriate spaces below and return to the County for final action.

Consultant Signature	Requesting Project Manager	Approving Authority-Snohomish County
Date	Date	Date

Schedule B

COMPENSATION

Consultant: Reid Middleton (Structural Engineering)

		2026 Hourly Compensation (\$/HR)	
POSITION / JOB TITLE	ONSITE RATE	OFFSITE RATE	
Principal	\$118.10	\$118.10	
Principal Engineer	\$93.60	\$93.60	
Principal Surveyor	\$82.65	\$82.65	
Associate Principal	\$96.15	\$96.15	
Associate	\$86.10	\$86.10	
Associate Designer	\$68.25	\$68.25	
Senior Engineer	\$68.55	\$68.55	
Senior Designer	\$61.80	\$61.80	
Project Engineer	\$60.05	\$60.05	
Designer II	\$48.40	\$48.40	
Design Engineer	\$51.80	\$51.80	
Designer I	\$40.45	\$40.45	
Design Technician	\$49.30	\$49.30	
Project Surveyor	\$52.95	\$52.95	
Party Chief	\$52.45	\$52.45	
Survey Technician	\$31.50	\$31.50	
Technical Writer II	\$60.05	\$60.05	
Technical Writer I	\$41.50	\$41.50	
Project Administrator	\$54.45	\$54.45	
Graphic Designer II	\$69.15	\$69.15	
Engineering Intern	\$29.00	\$29.00	
Survey Crew (1-Person/RTK/Robotic)	\$53.44	\$53.44	
Survey Crew (2-Person/RTK/Robotic)	\$72.81	\$72.81	

Survey Crew (3-Person/GPS)	\$90.94	\$90.94
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<b>REIMBURSABLE EXPENSES</b>	<b>RATES / MARK-UPS (%)</b>
Subconsultants, Profession and Technical	Cost + 15% markup
Travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and similar items necessary for work in progress	Cost + 15% markup
Local Mileage – Automobile	At Approved IRS Rate
Local Mileage – Survey Truck	At Approved IRS Rate