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TELEPHONE/EMAIL: 206-632-2715/damieng@iehinc.com
COUNTY DEPT: Surface Water Management
DEPT. CONTACT PERSON: Jennifer Oden
TELEPHONE NUMBER: 425-262-2601
PROJECT: Limnology Laboratory Services
AMOUNT: \$105,500
FUND SOURCE: 415 306 111 1770
CONTRACT DURATION: Date of Execution through April 30, 2027

AGREEMENT # SWMCC04-24 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 Institute for Environmental Health, Inc., a Washington Corporation (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 Limnology Laboratory Services. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. RFP-24-016TB Laboratory Services, Limnology.

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 Execution (the “Effective Date”) and shall terminate on April 30, 2027. 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, 2024, 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 B, which is attached hereto and by this reference made a part of this Agreement subject to the provisions contained herein.

b. Overhead and Expenses. The Contractor’s compensation for services includes overhead and no separate claims for reimbursement of overhead 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. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

All Invoices must be sent for Contract Compliance review to:

SWMContracts@snoco.org (preferred)

Or

**Snohomish County DCNR/Surface Water Management
Attn: Connie Price
3000 Rockefeller, M/S 303
Everett, WA 98201**

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 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 **\$105,500** for the initial term of this Agreement (excluding extensions or renewals, if any).

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.

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: Jennifer Oden
Title: Water Quality Specialist II
Department: DCNR / Surface Water Management
Telephone: (425) 262-2601
Email: Jennifer.Oden@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and

otherwise conforms 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, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors.

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 sole 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, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. 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.

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; and

(v) Professional Liability: \$1,000,000.

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 five (5) 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 five (5) 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 set-offs 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 emailed or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Surface Water Management 3000 Rockefeller, M/S 303 Everett, WA 98201 Attention: Jennifer Oden Email: Jennifer.oden@snoco.org
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If to the Contractor: Institute for Environmental Health
15300 Bothell Way NE
Lake Forest Park, WA 98155
Attention: Legal Department
Email: legal@iehinc.com

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:

INSTITUTE FOR ENVIRONMENTAL
HEALTH:

County Executive Director Date

Approved as to insurance
and indemnification provisions:

Risk Management Date

Approved as to form only:

Deputy Prosecuting Attorney Date

Title Date

Approved as to form only:

Legal Counsel to the Contractor Date

Schedule A Scope of Services

The contractor shall provide the services necessary to complete the following tasks:

1. Sample Analysis

The Contractor shall conduct laboratory analysis on samples provided by the County. The County shall state the analysis parameters for each sample on the chain of custody form provided by the Contractor. All applicable laboratory analyses shall be covered by the U. S. Environmental Protection Agency (EPA) and/or Standard Methods for Water and Waste Water quality assurance/quality control requirements identified in **Figure 1** unless otherwise agreed upon in writing by the County and Contractor.

Laboratory quality control samples will be run per the Contractor's internal quality control procedures and as dictated by the County's Lake Management Program Quality Assurance Monitoring Plan (QAMP) as shown in **Figure 2**. The County may request additional Quality Assurance/Quality Control (QA/QC) for specific samples on the chain of custody form.

To avoid contamination of low nutrient concentration in lake samples, the Contractor shall not batch submitted lake samples with other client (non-County) samples that typically contain much higher nutrient concentrations. Project samples, both County and other client samples, in a batch that contain nutrient concentrations of the same expected range can be combined during analysis.

The Contractor must have the capability for low nutrient detection limits (including <5 ppb of total phosphorus or soluble reactive phosphorus) for limnological water quality studies.

2. Reporting of Data

The Contractor shall report analytical results in hardcopy (PDF) and in an electronic format. The electronic report shall be the form of a Microsoft Excel template provided by the County. Results shall be emailed to the County's project manager whose name and contact information is stated on the chain of custody form submitted.

Reports shall include the following where applicable:

- Sample results for each sample and each parameter;
- Copy of signed chain of custody;
- Methods used;
- Dates prepared and dates analyzed;
- Detection limits/Reporting Limits (when applicable);
- Duplicate analysis results and relative percent difference;
- Matrix spikes and percent recovery;
- Quality control checks and percent recovery;
- Method blank results

The Contractor shall report analytical results within the standard turn-around time of 20 business days, unless the County requests expedited turn around time for reporting. Calculation of the turn-around time begins the day after the sample is picked up by the Courier Service (see Item 7). The turn-around time end date is defined as the date the report is transmitted to the County. The Contractor will notify the Snohomish County project manager if circumstances beyond its control are expected to result in a failed turn-around time.

The Contractor will identify the number of additional days needed to submit data reports. Snohomish County will evaluate the circumstances and respond, in writing, authorizing additional days for data report submittal if warranted. PROVIDED, however, that failure to conduct a sample analysis within the sample's analytical method holding time will result in complete nonpayment for that sample result, provided that the County submitted the sample in a timely manner. Electronic and hardcopy lab reports which contain errors must be corrected and re-submitted to the County along with a revised invoice to exclude any samples subject to nonpayment, if necessary.

3. Resolving Quality Assurance Quality Control Issues

The Contractor shall be responsible for identifying if all quality control samples meet the measurement quality objectives for laboratory analysis as identified in Snohomish County's Lake Management Program QAMP and the Contractor's Quality Assurance Plan. If problems are detected, the Contractor shall identify the source of the problem and correct it, and following its resolution, re-run affected samples (if possible).

As part of the quality assurance process, the Contractor shall also verify if lake sample values fall within the expected ranges for the individual waterbody as reported in **Figure 3**. If values are found outside of the applicable range(s), samples should be re-run unless the County Project Manager confirms in writing that field observations or in-situ measurements are consistent with the sample value. All samples where quality assurance problems cannot be resolved shall be qualified appropriately and a description of the issue and corrective actions shall be included in the data report.

Additional corrective actions may be required if the Contractor has repeated QA/QC issues. The County will work with the Contractor to identify potential corrective actions which may include split sample analysis with another laboratory, changes in equipment care or maintenance, use of separate glassware, or subcontracting a parameter to another qualified laboratory. Subcontracting must be discussed with the County Project Manager for evaluation and authorization before proceeding (see Item 6).

If requested by the County, the Contractor shall provide the following records, or other records in possession of the Contractor and necessary to demonstrate adherence with applicable methodologies.

- Bench sheets, including records of calculations.

- Instrument maintenance and calibration records, including but not limited to: internal calibration verification, internal calibration blank, continuing calibration verification, continuing calibration blank, control charts, and corrective actions.
- Quality Assessment Records, including but not limited to: laboratory check samples, laboratory inter-comparison samples, compliance audits, laboratory quality system audits, and management reviews.
- Certificate of operator competence / resume.
- Certificate of sample bottle cleanliness, if applicable.
- Manufacturers certificate of quality for bottles or lab supplies.
- Other lab QA/QC measures as identified and specific to methods of analysis.

4. Sample Containers

The Contractor shall provide sample containers to the County upon request. The Contractor shall prepare all sample containers with required preservatives listed in **Figure 4**. All sample container lids shall be properly tightened to prevent contamination or preservatives from leaking from the bottles during transit and storage.

All sample bottles intended for phosphorus analysis are to be acid washed with 1N HCL three times followed by three rinses with de-ionized water.

5. Sample Storage

The Contractor shall store, handle, and properly dispose of County samples. The Contractor shall hold samples at least sixty (60) days after receipt for possible re-testing. The Contractor will provide the proper storage space for samples.

6. Subcontracting

The Contractor may not subcontract any portion of the work described in this Schedule A unless the County provides written approval of the subcontractor and work to be performed in advance of any applicable analysis. Subcontracting laboratories must be certified by the Washington State Department of Ecology Environmental Laboratory Accreditation Program and are subject to the same quality control requirements as the Contractor.

7. Courier Services – Sample Pick-up, Cooler Delivery and Bottle Delivery

The Contractor shall provide a courier service for sample pick-up from, and bottle delivery to, County offices (address listed below). The courier service shall be available all non-holiday weekdays.

The County will notify the Contractor by 3:00 P.M., via telephone or email, at least one day before samples require pick up. The County will notify the Contractor of any cancellations as soon as practical. Samples will be picked up by the Contractor's courier service no later than 5:00 P.M. on the County requested date.

The County will notify the Contractor via telephone or email at least one week before bottle delivery is needed.

Bottle sets shall be delivered, and samples shall be picked up in ice chests supplied by the Contractor .

The County and the Contractor shall follow standard chain-of-custody procedures. Upon sample receipt by the Contractor, the Contractor will notify the County immediately if there are any discrepancies with the chain-of-custody form or samples.

The Contractor is required to accept samples on all non-holiday weekdays. Holidays are defined as follows:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

County Pick-Up and Delivery Addresses:

For Deliveries by Mail:

Snohomish County Surface Water Management
Attention: Jennifer Oden
3000 Rockefeller Ave. M/S 303
Everett, WA. 98201

For Courier Pick-up and Drop-off:

Snohomish County Surface Water Management
Attention: Jennifer Oden
3000 Rockefeller Ave.
Garage Level A
Everett, WA. 98201

Figure 1 Anticipated Analytical Parameters

Matrix	Parameter	Required Analysis Method	Reporting Units	Required Reporting Limit
Water	Total Phosphorus	SM4500PF or SM4055PE	mg/L	0.01 mg/L
Water	Soluble Reactive Phosphorus	SM4500PF or SM4055PE	mg/L	0.01 mg/L
Water	Ammonia Nitrogen	SM4500NH3H	mg/L	0.01 mg/L
Water	Nitrate-nitrite	SM4500NO3F	mg/L	0.01 mg/L
Water	Total Persulfate Nitrogen	SM4500NC	mg/L	0.050 mg/L
Water	Alkalinity	SM2320B	mg CaCO3/L	1.00 mgCaCO3/L
Water	Chlorophyll a	SM10200H	µg/L	0.1 ug/L
Water	Phaeophytin a	SM10200H	µg/L	0.1 ug/L
Water	Iron	EPA 200.8	mg/L	0.01 mg/L
Water	True Color	SM2120B or EPA 110.2	PCU	5 PCU
Water	Hardness	SM2340C or EPA 130.1	mgCaCO3/L	2.00 mgCaCO3/L
Water	Dissolved Organic Carbon	EPA 415.1	mg/L	0.25 mg/L
Water	Total Aluminum	EPA 200.8	mg/L	0.003 mg/L
Water	Dissolved Aluminum	EPA 200.8	mg/L	0.003 mg/L
Water	Sulfides	SM4500-S2	mg/L	0.05 mg/L
Water	Sulfite	recommended EPA or Standard Method	mg/L	per method
Water	Sulfate	EPA 375.4	mg/L	1.00 mg/L
Water	pH	EPA 150.1	pH units	per method
Water	Chloride	EPA 353.3	mg/L	0.5 mg/L
Water	Bicarbonate	EPA 310.1	mg/L	1.00 mg/L
Water	Carbonate	EPA 310.1	mg/L	1.00 mg/L
Water	Calcium	EPA 200.7	mg/L	0.1 mg/L
Water	Magnesium	EPA 200.7	mg/L	0.1 mg/L
Water	Sodium	EPA 200.7	mg/L	0.5 mg/L
Water	Potassium	EPA 200.7	mg/L	0.5 mg/L
Water	Total Suspended Solids	SM2540D	mg/L	1 mg/L
Water	Tannin and Lignin	SM5550B	mg/L	1 mg/L
Water	Turbidity	EPA 180.1	mg/L	per method
Sediment	Loosely Bound Phosphorus	SM4500PF	mg/kg	2.00 mg/kg
Sediment	Fe-P (Iron Bound Phosphorus)	SM4500PF	mg/kg	2.00 mg/kg
Sediment	Al-P (Aluminum Bound Phosphorus)	SM4500PF	mg/kg	2.00 mg/kg
Sediment	Ca-P (Calcium Bound Phosphorus)	SM4500PF	mg/kg	2.00 mg/kg
Sediment	Biogenic Phosphorus	EPA 365.1	mg/kg	2.00 mg/kg

Matrix	Parameter	Required Analysis Method	Reporting Units	Required Reporting Limit
Sediment	Organic Phosphorus	EPA 365.1	mg/kg	2.00 mg/kg
Sediment	Total Phosphorus	Calculated based on other methods	mg/kg	5.00 mg/kg
Sediment	Iron	EPA6010	mg/kg	2.00 mg/kg
Sediment	Aluminum	EPA6010	mg/kg	2.00 mg/kg
Sediment	Calcium	EPA6010	mg/kg	2.00 mg/kg
Sediment	% water	SM2540B	%	0.01
Sediment	% solids	SM2540B	%	0.01

Figure 2 Measurement Quality Objectives for Key Laboratory Analysis

			Precision		Bias				Sensitivity
Parameter	Matrix	Frequency of Quality Assurance Checks	Laboratory Duplicates ^a	Field Sample Duplicate	Control Standard	Matrix Spike	Method Blanks	Field Blanks	Minimum Detection Limit ^d
			Relative Percent Difference (RPD)	Relative Percent Difference (RPD)	% Recovery Limits	% Recovery Limits	Units	Units	Units
Total Phosphorus	Water	One per analysis batch of 20 samples	±20	±20 ^b	±10	±20	< MDL	< MDL	0.002 mg/L
Soluble Reactive Phosphorus	Water	One per analysis batch of 20 samples	±20	±20 ^b	±10	±20	< MDL	< MDL	0.001 mg/L
Chlorophyll- <i>a</i>	Water	One per analysis batch of 20 samples	±20	±20 ^b	N/A	N/A	< MDL	< MDL	0.1 µg/L
Phaeophytin	Water	One per analysis batch of 20 samples	±20	±20 ^b	N/A	N/A	< MDL	< MDL	0.1 µg/L
Ammonia Nitrogen	Water	One per analysis batch of 20 samples	±20	±20 ^b	±10	±20	< MDL	< MDL	0.01 mg/L
Nitrate-nitrite	Water	One per analysis batch of 20 samples	±20	±20 ^b	±10	±20	< MDL	< MDL	0.01 mg/L
Total Persulfate Nitrogen	Water	One per analysis batch of 20 samples	±20	±20 ^b	±10	±20	< MDL	< MDL	0.05 mg/L

Alkalinity	Water	One per analysis batch of 20 samples	±20	±20 ^b	±10	N/A	< MDL	< MDL	1 mg/L as CaCO ₃
Iron	Water	One per analysis batch of 20 samples	±20	±20 ^b	±10	±20	< MDL	< MDL	10 µg/L
True Color	Water	One per analysis batch of 20 samples	± ^c	±20 ^c	N/A	N/A	<MDL	<MDL	5 PCU

^a Duplicates include Laboratory Duplicate (field sample split), Laboratory Control Standard Duplicate and Matrix Spike Duplicate when applicable as prescribed by the analytical method

^b For sample results with low values (< 0.015 mg/L for Total Phosphorus and Soluble Reactive Phosphorus, <8 µg/L for Chlorophyll *a* and Phaeophytin *a*, < 0.5 mg/L for Ammonia Nitrogen, Nitrate-Nitrate, and Total Persulfate Nitrogen, < 7 mg/L for Alkalinity, and <20 µg/L for Iron), no precision criterion are established for field duplicates. Instead, professional judgment will be used based on consideration of results from the entire dataset to determine the acceptability of field duplicates.

^c The RPD must be within ±20% for field and analytical duplicates for True Color if the values are greater than 100 PCU. For samples below 100 PCUs, the samples must be within 5 PCUs.

^d Minimum Detection Limit will vary by analytical method used.

Figure 3 Expected Range of Key Analytical Results based on historical data for each Lake

Lake	TP Epi	TP Hypo	TPN	Chl a
Armstrong	5 - 50	<1000	200 - 750	<30
Ballinger	1 - 25	<500	200 - 750	<20
Beecher	5 - 50	<150	200 - 750	<30
Blackmans	1 - 25	<300	200 - 750	<30
Bosworth	1 - 25	<75	200 - 750	<10
Bryant	5 - 50	<300	300 - 1500	<30
Cassidy	5 - 50	<300	300 - 1500	<75
Chain	1 - 25	<150	200 - 750	<75
Cochran	1 - 25	<75	200 - 750	<20
Crabapple	1 - 25	<75	300 - 1500	<20
Crystal	1 - 25	<300	200 - 750	<20
Echo	1 - 25	<75	200 - 750	<20
Flowing	1 - 25	<150	100 - 500	<20
Gissberg N.	1 - 25	-	100 - 500	<20
Gissberg S.	1 - 25	-	100 - 500	<10
Goodwin	1 - 25	<75	100 - 500	<10
Howard	1 - 25	<500	200 - 750	<20
Kayak	5 - 50	<300	-	-
Ketchum	1 - 25	<75	200 - 750	<20
Ki	1 - 25	<75	100 - 500	<10
Little Martha	5 - 50	<75	300 - 1500	
Loma	10 - 100	<150	300 - 1500	<75
Lost	5 - 50	<500	300 - 1500	<30
Martha N.	1 - 25	<150	200 - 750	<20
Martha S.	1 - 25	<75	200 - 750	<10
Meadow	10 - 100	<300	-	-
Nina	1 - 25	<150	100 - 500	<10
Panther	1 - 25	<150	100 - 500	<20
Riley	1 - 25	<150	200 - 750	<20
Roesiger N.	1 - 25	<150	100 - 500	<20
Roesiger S.	1 - 25	<75	100 - 500	<20
Rowland	5 - 50	<500	-	-
Ruggs	5 - 50	<150	200 - 750	-
Serene	1 - 25	<75	100 - 500	<10
Shoecraft	1 - 25	<75	100 - 500	<10
Silver	1 - 25	<75	200 - 750	<10
Stevens	1 - 25	<75	100 - 500	<10
Stickney	1 - 25	<500	200 - 750	<20
Storm	1 - 25	<75	200 - 750	<20
Sunday	5 - 50	<1000	300 - 1500	<75
Wagner	1 - 25	<150	100 - 500	<30

Figure 4 Containers, Preservation Techniques, and Holding times for Key Parameters

Parameters	Sample Container	Sample Volume	Preservation	Recommended Holding Time
Total Phosphorus	Polyethylene, Glass	50 ml	Cool, 4°C	48 hours
Soluble Reactive Phosphorus	Polyethylene, Glass	125 ml	Filter within 12 hours, Cool 4°C	24 hours
Chlorophyll <i>a</i> / Phaeophytin <i>a</i>	Polyethylene, Glass	1000 ml	Cool, 4°C, 0.2% saturated MgCO ₃	24 hours
Ammonia Nitrogen	Polyethylene, Glass	125 mL	Cool, 4° C	24 hours
Nitrate-nitrite	Polyethylene, Glass	125 mL	Cool, 4° C	24 hours
Total Persulfate Nitrogen	Polyethylene, Glass	125 mL	Cool, 4° C	24 hours
Alkalinity	Polyethylene, Glass	100 mL	Cool, 4° C	24 hours
Iron	Polyethylene, Glass	125 mL	Cool, 4° C, HNO ₃ at lab	6 months
True Color	Polyethylene, Glass	125 mL	Cool, 4° C	24 hours

Schedule B - Compensation

Item Number	Matrix	Parameter	Required Analysis Method	Reporting Units	Required Reporting Limits	Price Per Sample
1	Water	Total Phosphorus	SM4500PF or SM4055PE	mg/L	0.01 mg/L	\$25
2	Water	Soluble Reactive Phosphorus	SM4500PF or SM4055PE	mg/L	0.01 mg/L	\$23
3	Water	Ammonia Nitrogen	SM4500NH3H	mg/L	0.01 mg/L	\$20
4	Water	Nitrate-nitrite	SM4500NO3F	mg/L	0.01 mg/L	\$20
5	Water	Total Persulfate Nitrogen	SM4500NC	mg/L	0.050 mg/L	\$25
6	Water	Alkalinity	SM2320B	mg CaCO3/L	1.00 mgCaCO3/L	\$18
7	Water	Chlorophyll a	SM10200H	µg/L	0.1 ug/L	\$40
8	Water	Phaeophytin a	SM10200H	µg/L	0.1 ug/L	\$0
9	Water	Iron	EPA 200.8	mg/L	0.01 mg/L	\$25
10	Water	True Color	SM2120B or EPA 110.2	PCU	5 PCU	\$15
11	Water	Hardness	SM2340C or EPA 130.1	mgCaCO3/L	2.00 mgCaCO3/L	\$18
12	Water	Dissolved Organic Carbon	EPA 415.1	mg/L	0.25 mg/L	\$43
13	Water	Total Aluminum	EPA 200.8	mg/L	0.003 mg/L	\$25
14	Water	Dissolved Aluminum	EPA 200.8	mg/L	0.003 mg/L	\$25
15	Water	Sulfite	EPA 377.1	mg/L	<i>per method</i>	\$25
16	Water	Sulfate	EPA 300.0	mg/L	<i>per method</i>	\$20
17	Water	pH	EPA 150.1	pH units	<i>per method</i>	\$7
18	Water	Total Suspended Solids	SM2540D	mg/L	1 mg/L	\$18
19	Water	Tannin and Lignin	SM5550B	mg/L	1 mg/L	\$35
20	Water	Turbidity	EPA 180.1	mg/L	<i>per method</i>	\$10
21	Sediment	Loosely Bound Phosphorus	SM4500PF	mg/kg	2.00 mg/kg	\$35
22	Sediment	Fe-P (Iron Bound Phosphorus)	SM4500PF	mg/kg	2.00 mg/kg	\$35
23	Sediment	Al-P (Aluminum Bound Phosphorus)	SM4500PF	mg/kg	2.00 mg/kg	\$35
24	Sediment	Ca-P (Calcium Bound Phosphorus)	SM4500PF	mg/kg	2.00 mg/kg	\$35
25	Sediment	Biogenic Phosphorus	EPA 365.1	mg/kg	2.00 mg/kg	\$35

26	Sediment	Organic Phosphorus	EPA 365.1	mg/kg	2.00 mg/kg	\$35
27	Sediment	Total Phosphorus	<i>Calculated based on other methods</i>	mg/kg	5.00 mg/kg	*
28	Sediment	Iron	EPA6010	mg/kg	2.00 mg/kg	\$20
28	Sediment	Aluminum	EPA6010	mg/kg	2.00 mg/kg	\$20
30	Sediment	Calcium	EPA6010	mg/kg	2.00 mg/kg	\$20
31	Sediment	% water	SM2540B	%	1.00%	*
32	Sediment	% solids	SM2540B	%	1.00%	\$12

* Calculation used based on other methods

Additional Pricing:

Item	Unit of Measure	Unit Price
Courier Pick-up Cost	Per Pick-up	\$15
Emergency Pick-up Cost	Per Pick-Up	\$30
Expedited Reporting - Next Day Turn Around Time	As indicated on Chain of Custody form	100% Surcharge
Expedited Reporting – 2 Business Day Turn Around Time	As indicated on Chain of Custody form	75% Surcharge
Expedited Reporting – 3 Business Day Turn Around Time	As indicated on Chain of Custody form	50% Surcharge