

CONSULTANT:	Perteet Inc.
CONTACT PERSON:	Patty Buchanan
ADDRESS:	PO Box 1186 2707 Colby Ave, Suite 900 Everett, WA 98201
FEDERAL TAX ID NUMBER/U.B.I. NUMBER:	601 288 065
TELEPHONE/FAX NUMBER:	206.436.0522
COUNTY DEPT:	DCNR, Parks & Recreation
DEPT. CONTACT PERSON:	Thomas Hartzell
TELEPHONE/FAX NUMBER:	(425) 388-6695
PROJECT:	WQNEPSW-2025-SnCoEF-00028 – SIL Drainage Design
AMOUNT:	\$732,140.16
FUND SOURCE:	Department of Ecology SIL Grant award.
CONTRACT DURATION:	From execution through May 1 st , 2027 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 PERTEET INCORPORATED, a Washington for profit 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 for design services for the Fairgrounds SIL stormwater system. 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 RFQ No. 25-0507LY.

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 full execution by the parties (the “Effective Date”) and shall terminate on 1 May 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. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than 1 May 2027, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2025 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.

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 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 \$732,140.16 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:	Thomas Hartzell
Title:	Senior Park Planner
Department:	DCNR, Parks & Recreation
Telephone:	(425) 388-6695
Email:	thomas.hartzell@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. The following subcontractors are approved for use in this Agreement: (a) Northwest Watersheds, LLC; (b) Maul Foster & Alongi, Inc.; (c) HWA GeoSciences, Inc.; (d) PSOMAS, Inc.; and (e) Chudgar Engineering Co. Inc.

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;
- 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: \$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 ten (10) 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 ten (10) 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 DCNR, Parks & Recreation
14405 179th Ave SE
Monroe, Washington 98272
Attention: Thomas Hartzell - Senior Park Planner

and to:

Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor:

Perteet Inc.
PO Box 1186
2707 Colby Ave, Suite 900
Everett, WA 98201
Attention: Patty Buchanan

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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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

32. 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:

County Executive (or designee) Date

Approved as to insurance and indemnification provisions:

APPROVED

By Keith Mitchell at 11:16 am, Nov 18, 2025

Risk Management Date

Approved as to form only:

Guadamud,
Rebecca

Digitally signed by Guadamud,
Rebecca
Date: 2025.11.17 13:05:43 -08'00'

Deputy Prosecuting Attorney Date

PERTEET, INC.

E-SIGNED by Jesse Thomsen
on 2025-12-01 18:17:23 GMT

Authorized Signatory

Date

Schedule A
Scope of Services

GOALS & MEASURABLE OBJECTIVES

The Contractor will deliver on the following goals and measurable objectives during the course of this Agreement:

1. Development of preliminary BMP designs that eliminate pollutants in natural surface waters that come from commingling of surface water with contaminated fairground site runoff.
2. Assess current water quality and volume of surface water movement through the site with Geotech, Topographic, and Water Quality assessments.
3. Produce and provide documentation to the County for submission to the Department of Ecology via EAGL on:
 - 3.1 Environmental justice report.
 - 3.2 Critical area and habitat assessment.
4. Engage with the County's Climate Action Advisory Committee and Interdepartmental Climate Resiliency Committee and engage with Fair Park users and stakeholders (hereafter collectively referred to as "Partners") as follows:
 - 4.1 Utilize input from quarterly Partner meetings to formulate consensus on design elements.
 - 4.2 Utilizing community engagement from Partners meetings and public surveys to design stormwater park elements with public educational signage and proposed public use space.
5. Produce and present an options analysis report to Partner groups.
 - 5.1 Options report presented during both the quarterly Partner meetings (4.1) and community meetings (4.2)
 - 5.2 Feedback from the options analysis report captured and documented for inclusion into the final report.
6. Create a report and executive leadership briefing on the design options.
 - 6.1 Design Options report includes community and planning partner feedback from items 4 and 5.
7. Following selection of the appropriate option from County leadership, create a final report and 30% design. The design will serve as the basis for: construction grant funding applications, establishing footprint changes to the fair park, promote robust public outreach and input into design of public space, and serve as the basis for construction permit applications.
 - 7.1 The final report and design will be complete enough to allow construction bids and permit applications to execute the project at a later date.

TASKS & DELIVERABLES

The Contractor will complete the following tasks and provide the County with the following deliverables in performance of this Agreement:

TASK 1. Project Development

1.1 Quality Assurance Project Plan (QAPP) Development

Contractor will produce a Quality Assurance Project Plan (QAPP) to the Washington State Department of Ecology's NEP Quality Coordinator (NEP QC) using [EPA's NEP guidance for QAPPs](#) for submission by the County. Contractor will not otherwise initiate ground disturbance work until the Quality Assurance Project Plan (QAPP) has Quality Assurance approval from the Department of Ecology. The Contractor will

Schedule A Scope of Services

work with the NEP QC to ensure the project meets Department of Ecology quality assurance requirements.

The Contractor will conduct and document an annual review of the approved QAPP on behalf of the County with the State Department of Ecology. For any changes prior to the annual review the Contractor must contact the NEP QC to confirm required documentation.

Subtask Number	Deliverable	Target Completion Date
1.1	Copy of signed QAPP or QAPP waiver documentation. Upload to EAGL and notify SWSIL PM and FM	Within 90 days of signed agreement

Total Estimated Cost for Task 1: \$ 26,611

TASK 2. Project Administration and Reporting

2.1 Progress Reports/Payment Requests (PRPR)

Contractor acknowledges that the County must complete quarterly payment request and progress reports (PRPR) in EAGL (Ecology Administration of Grants and Loans). Contractor agrees to cooperate with the County in submitting quarterly payment requests and progress reports by supplying the County with the following work products: project records, requests for reimbursement with corresponding backup documentation, and fully complete progress reports.

Contractor will provide all such documentation to the County 10 business days prior to the required reporting date to allow the County to report to EAGL on the following quarterly schedule:

Quarter 1 reporting period: January 1 – March 31; due April 30
Quarter 2 reporting period: April 1 – June 30; due July 30
Quarter 3 reporting period: July 1 – September 30; due October 30
Quarter 4 reporting period: October 1 – December 31; due January 30

Contractor will include the following in each progress report:

- A description of:
 - Work completed for each task/subtask during the reporting period, including what deliverables were completed and submitted during the reporting period.
 - Total allowable spending by task.
 - Status for ongoing project tasks.
 - Challenges affecting task-specific or overall project completion date(s), scope of work, or costs.
- Evidence of satisfactory completion of all reporting requirements.

2.2 Water Quality Exchange (wqx) and EIM Data Reporting

The Water Quality Exchange (WQX) is the tool for data partners to submit monitoring data to EPA. If the Contractor collects any physical, chemical, or environmental data (e.g., dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, *E. coli* or enterococci, and other biological and habitat data), then the Contractor's QAPP will specify data to be reported through WQX by the County.

Data for a calendar year (Jan 1 – Dec. 31) must be submitted at least annually.

See WQX information, including tutorials, at <https://www.epa.gov/waterdata/water-quality-data-wqx>.

WQX reporting completed by: Annually on the anniversary of the Effective Date.

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The Contractor will provide the County, all environmental data necessary for the County's submission to the State Department of Ecology's Environmental Informational Management System (EIM). The Contractor must confirm with the State Department of Ecology that complete and correct data was successfully uploaded. Instructions may be found at <https://ecology.wa.gov/Research-Data/Data-resources/Environmental-Information-Management-database>.

Subtask Number	Deliverable	Target Completion Date
2.1	Quarterly Progress Reporting	Annually on January 30 Annually on April 30 Annually on July 30 Annually on October 30
2.2	WQX and EIM Data Reporting	At least annually on July 1, 2025 if needed.

Estimated Cost for Task 2: \$ 23,489

TASK 3. Data Collection

After completion of Task 1.1, Contractor will collect data on site conditions to provide a baseline assessment for developing preliminary BMP designs for retrofitting and developing new stormwater infrastructure and surface water management. Data collection will include geotechnical analysis to assess infiltration rates and groundwater elevation, water quality monitoring to identify pollutants at the site, and a topographic survey to provide accurate design elevations for the open conveyance channel and fish passable culverts.

3.1 Geotechnical Explorations

Following completion of Task 1.1, Contractor will assess the structural and infiltration characteristics of the soil in the proposed work area in a Geotechnical Memorandum. The work will include utilizing borings and piezometers, for each of the subbasins, to establish design infiltration rates, soil properties, and seasonal groundwater levels.

The Contractor will provide the Geotechnical Memorandum to the County for submissions to the State Department of Ecology through EAGL. The Contractor will work with the County on any feedback received from the State Department of Ecology on the Geotechnical Memorandum as necessary to satisfy the State Department of Ecology and produce a final document.

3.2 Water Quality Monitoring Program & Draft Summary

The Contractor will develop and implement a water quality monitoring program. This program will include stormwater sampling to identify pollutants present at the site, along with hydrologic and hydraulic (H&H) modeling to quantify the volume of stormwater runoff needing treatment. It will be used during the design phase to meet applicable treatment standards. The H&H modeling will look at both the stormwater runoff and the flow from the unnamed tributary to French creek to assess both current and future flows. The modeled flow rates will be used during design to size the stormwater treatment flow rates before they are re-introduced to the unnamed tributary to French creek at the downstream end of the project.

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The Contractor will create a Draft Water Quality Monitoring Summary analyzing one year of results, including quarterly sampling and monitoring events. The Contractor will provide the Water Quality Monitoring Summary to the County for submissions to the State Department of Ecology through EAGL.

3.3 Final Water Quality Monitoring Summary

The Contractor will incorporate the State Department of Ecology's feedback from the Draft referenced in section 3.2 into a Final Water Quality Monitoring Summary acceptable to the State Department of Ecology.

3.4 Topographic Survey Map

The Contractor will use aerial mapping and ground-based survey to develop a topographic base map of the drainage area within the Fair Park boundaries. This will provide the reference surface for concept engineering. The base map will provide 1-foot contours and the extent of key features. It will capture roads, buildings, storm system infrastructure, walls, drainage features, and critical area boundaries.

3.5 Existing stormwater infrastructure mapping and condition assessment

The Contractor will prepare a pipe assessment matrix identifying faulty pipes, proposed repairs, and planning level cost estimates for each repair. This assessment will be used to evaluate current conditions and their impact on proposed design elements and facilitate design of stormwater separation infrastructure. The stream daylighting project will utilize this data to avoid comingling elements of site surface water runoff with the new creek, while the retention vault will utilize this data to create optimized flow of contaminated water into separate retention and treatment infrastructure.

The Contractor will provide the Stormwater Infrastructure Assessment to the County for submission to the State Department of Ecology through EAGL. The Contractor will work with the County on any feedback received from the State Department of Ecology on the Stormwater Infrastructure Assessment as necessary to satisfy the State Department of Ecology and produce a final document.

Subtask Number	Deliverable	Target Completion Date
3.1	Geotechnical Memorandum Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review	12/31/2026
3.2	Draft Water Quality Monitoring Memorandum Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review.	11/30/2026
3.3	Final Water Quality Monitoring Memorandum Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review.	12/31/2026
3.4	Existing Stormwater Conditions Mapping and Condition Assessment Map Upload to EAGL as Link to Map in PDF and Notify the SWSIL PM and FM to Begin 30-day Review	3/30/2026
3.5	Assessment of Stormwater Infrastructure Conditions Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review	12/31/2026

Total Estimated Cost for Task 3: \$ 264,806.00

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TASK 4. Environmental Documentation

4.1 Permit support

The Contractor will prepare documentation needed to apply for permits for the surface water separation project, identifying permitting requirements and anticipated timelines. Permit applications will not be submitted during the conceptual design phase funded by this subaward. The Contractor will retain professional services to conduct required field studies code review to confirm permitting requirements and prepare technical documentation required to support permit applications.

The Contractor will provide a matrix of permit requirements and supporting documentation that can be used in future phases.

The matrix of permit requirements will be submitted to EAGL via The County's PM, ECY will have 30 days to review and provide feedback.

4.2 Critical areas and habitat assessment

The Contractor will identify critical areas and habitat within the project area through GIS research and ground reconnaissance. The Contractor will perform a formal wetland delineation, meeting the Army Corps of Engineers methodology, providing flagging that of wetland boundaries for the surveyor to add to the project base map.

The Contractor will provide the County a Wetlands Critical Area Report and documentation supporting addressing steep slopes or other critical areas identified in the project area for submission by the County to the State Department of Ecology through EAGL. The Contractor will work with the County on any feedback received from the State Department of Ecology on the Wetlands Critical Area Report as necessary to satisfy the State Department of Ecology and produce a final document.

4.3 flood risk assessment

The Contractor will assess the flood risk created by the project. The site lies outside the floodplain, but proposes to daylight a stream, which will change local hydrology. The assessment will consider risk to public safety and property.

The Contractor will provide the Flood Risk Assessment to the County for submission to the State Department of Ecology through EAGL. The Contractor will work with the County on any feedback received from the State Department of Ecology on the Flood Risk Assessment as necessary to satisfy the State Department of Ecology and produce a final document.

4.4 environmental justice report

If required by the Department of Ecology or the Environmental Protection Agency, the County will create an Environmental Justice report. In order to complete Environmental Justice report, Contractor will assist the County by providing GIS modeling as requested by the County. Contractor will also review reporting from similar projects and provide the same to the County.

Subtask Number	Deliverable	Target Completion Date
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4.1	Permit Requirement Matrix w/ Supporting Documentation to begin 30-day review.	08/15/2027
4.2	Wetlands Critical Area Report Upload to EAGL and Notify SWSIL PM and FM to Begin 30 Day Review.	12/31/2026
4.3	Flood Risk Assessment Upload to EAGL as part of Hydraulic Report and Notify SWSIL PM and FM.	3/30/2026
4.4	If Created, Environmental Justice Report Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review	12/31/2026

Total Estimated Cost for Task 4: \$42,130.00

TASK 5. Development of Preliminary Design

The Contractor will develop a preliminary design by first creating a Basis of Design (BOD) memorandum describing the stream separation project. The BOD Memorandum will inform an Alternatives Analysis that will compare possible designs and alignments and recommend a preferred alternative. The Contractor and key partners will develop and review the Alternatives Analysis Report to confirm the selection of a preferred alternative daylight stream location. Once selected, the Contractor will advance the preferred alternative for preliminary design, drawing the alternative location into a plan which includes elements necessary to communicate the design approach to partners.

5.1 draft basis of design memorandum

The Contractor will create a draft Basis of Design (BOD) Memorandum describing the project standards for urban stream daylighting design taking into consideration Snohomish County's design preferences and cost-factors. The BOD memorandum shall provide a common understanding of expectations for the conceptual design and should reflect the relevant agency standards, and regulatory standards.

The Contractor will submit a Draft BOD Memorandum to the County for submission to the State Department of Ecology via EAGL.

5.2 final basis of design memorandum

The Contractor will create a final Basis of Design (BOD) Memorandum describing the project standards for urban stream daylighting design taking into consideration Snohomish County's design preferences and cost-factors and any feedback from the State Department of Ecology. The BOD memorandum shall provide a common understanding of expectations for the conceptual design and should reflect the relevant agency standards, and regulatory standards.

The Contractor will submit a final BOD Memorandum to the County for submission to the State Department of Ecology via EAGL. The Contractor will work with the County on any feedback received from the State Department of Ecology on the final BOD Memorandum as necessary to satisfy the State Department of Ecology and produce a final document.

5.3 alternatives analysis report

The Contractor will design alternate stream alignments, taking into account feedback from the subtask 5.1 and 5.2. The analysis will include a "no-build" option. The Contractor will coordinate and provide comments on the alternate alignments and recommendations from Partners. The County will select the preferred option.

The Contractor will summarize the process of reviewing and selecting an alternative stream alignment

Schedule A Scope of Services

including a synopsis of public input in an Alternatives Analysis Report.

Subtask Number	Deliverable	Target Completion Date
5.1	Draft Basis of Design Memorandum Upload to EAGL and Notify SWSIL PM and FM to Begin 30-Day Review.	12/31/2025
5.2	Final Basis of Design Memorandum Upload to EAGL and Notify SWSIL PM and FM to Begin 30-Day Review.	6/30/2026
5.3	Alternatives Analysis Report Upload to EAGL and Notify SWSIL PM and FM.	09/30/2026

Total Estimated Cost for Task 5: \$ 152,937.00

TASK 6. Finalization of Preliminary Design

Following the successful completion of Task 5, the Contractor will create a draft and final version of a preliminary design. The primary outputs from this task will be a designed system which will improve water quality treatment and new BMPs to capture site pollutants.

6.1 Draft preliminary design

After selecting a preferred option, the Contractor will develop a preliminary design to a level of detail needed to identify permitting requirements and develop preliminary construction costs. The design will clearly illustrate the existing and proposed condition and include drawings of the plan, profile, cross sections, as well as any other elements necessary to communicate the design concept to partners. A preliminary Hydraulic Report will be prepared documenting flow rates, HEC-RES modelling, the design standards, compliance with local codes, and calculations performed during design.

The Contractor will provide the draft preliminary design to the County for submission to the State Department of Ecology via EAGL.

6.2 Final preliminary design

The Contractor will submit a final version of the Preliminary Design that incorporates State Department of Ecology and other Partner feedback.

The Contractor will provide the County with the final preliminary design for submission to the State Department of Ecology via EAGL. The Contractor will work with the County on any feedback received from the State Department of Ecology on the final preliminary design as necessary to satisfy the State Department of Ecology and produce a final document.

Subtask Number	Deliverable	Target Completion Date
6.1	Draft Preliminary Design Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review.	9/30/2026
6.2	Final Preliminary Design Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review.	12/31/2026

Total Estimated Cost for Task 6: \$ 101,304.00

TASK 7. Partner and Public Outreach

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7.1 jurisdictional partner coordination

The Contractor and the County will lead coordination with jurisdictional partners that have approval authority for permits, land uses, mitigations or other rights to the project area. This will include permitting agencies like the Army Corps of Engineers, WDFW, WSDOT, Snohomish County Departments and the Department of Ecology.

The Contractor and County will work together to communicate project plans and progress to Partners through quarterly briefings to the County's Climate Action Advisory Committee (CAAC and Interdepartmental Climate Resiliency Committee (ICRC), and will have special quarterly briefings to a Fair Park users and stakeholders, including tribal habitual hunting and fishing ground use representatives as available.

7.2 Draft public outreach plan

The Contractor will develop a Draft Public Outreach Plan that provides multiple venues to solicit and capture public input in this project. The draft outreach plan will identify priority audiences and proposed communication tools and methods for soliciting and capturing public inputs to include: public facing surveys, public stakeholder interviews, engagement with community action groups, and public tabling events.

The Contractor will provide the draft public outreach plan to the County for submission to the State Department of Ecology via EAGL.

7.3 Final public outreach plan

The Contractor will incorporate feedback from State Department of Ecology and Partners from Subtask 6.2 into a final version of the Public Outreach Plan.

The final Public Outreach Plan will include themes for survey questions, interview questions, presentations to community action groups, and public engagement material.

Subtask Number	Deliverable	Target Completion Date
7.1	Jurisdictional Planning Partner Meeting Materials: Agendas, Minutes, Presentation Materials and CAAC Meeting Minutes Upload to EAGL Quarterly. Notify SWSIL PM and FM.	12/31/2025
7.2	Draft Outreach Plan Upload to EAGL and notify SWSIL PM and FM for 30 day comment period.	5/30/2026
7.3	Final Outreach Plan Upload to EAGL and notify SWSIL PM and FM.	7/15/2026

Total Estimated Cost for Task 7: \$ 66,060.00

TASK 8: Broader Impacts and Communication

8.1 COMMUNICATING IMPACTS

The Contractor will prepare presentations and register speakers for multiple conference presentations, including storm water quality focus presentations for APWA of Washington (two annual conferences in State) and the Pacific Northwest Chapter of AWWA Clean Water Conference. In addition the Contractor

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will present on habitat/fisheries at the American Fisheries Society annual conference and at the Society of Wetland Scientists annual restoration conference or similar events. The presentations will detail the purpose and need for the project, discuss the decisions made through the conceptual design process, and how the project positively addresses climate resiliency at the Fairgrounds.

The presentation will consist of high-quality photographs showing project features, identify the results of studies, and discuss the benefits of advancing the project through final design and permitting. The Contractor will make the project presentation materials available to the planning partners specified in task 7.1.

The Contractor will submit a final version of the presentation, agendas and/or invitations to presentations to the County for upload into the State Department of Ecology via.

8.2 Draft Final Report

The Contractor will complete a Draft Final Report. The Draft Final Report will summarize methods, results, lessons learned, recommendations for future work, study results, a map detailing locations of all survey sites, selected channel routes, proposed public engagement sites, and proposed public use for any open space resulting from contamination vault designs. The final report will also include design work sufficient to support the following: request for bid on construction, applications for the appropriate permits to execute construction of the design, and grant funding applications for construction.

The Contractor will provide the draft final report to the County for submission to the State Department of Ecology via EAGL.

8.3 Final Report

The Contractor will complete a final report that incorporates the feedback and comments from State Department of Ecology and other partners (Subtask 7.2). The final report will summarize methods, results, lessons learned, and recommendations for future work. The final report will also include analyses of: all studies supporting design work, synopsis of public engagement events and public feedback, appendixes containing all final study and design alternative memorandums, and proposals for public engagement material.

Task Number	Deliverable	Target Completion Date
8.1	Final version of the presentation and any associated meeting agendas, invitations or meeting notes.	11/01/2027
8.2	Draft Final Report uploaded to EAGL. Notify SWSIL PM and FM for 30-day review and comment period.	9/15/2027
8.3	Final Report uploaded to EAGL. Notify SWSIL PM and FM.	11/15/2027

Total Estimated Cost for Task 8: \$54,764.00

Schedule B
Compensation

Task	Deliverable Budget
TASK 1. Project Development	\$26,611.00
TASK 2. Project Administration and Reporting	\$23,489.00
TASK 3. Data Collection	\$264,806.00
TASK 4. Environmental Documentation	\$42,130.00
TASK 5. Development of Preliminary Design	\$152,937.00
TASK 6. Finalization of Preliminary Design	\$101,344.00
TASK 7. Partner and Public Outreach	\$66,060.00
TASK 8: Broader Impacts and Communication	\$54,764.00
	\$732,141.00

Billing will be completed monthly based on completion of each task

Schedule C
Insurance