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FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 75-3027667 / 602190833
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COUNTY DEPT: DCNR, Surface Water Management
DEPT. CONTACT PERSON: Marisa Burghdoff
TELEPHONE/EMAIL: (425) 388-3204/ marisa.burghdoff@snoco.org
PROJECT: In-Lake Treatment Services for Phosphorus Control
AMOUNT: \$344,000
FUND SOURCE: SWM Funds 41550951144101
CONTRACT DURATION: Execution for two (2) years unless extended or renewed pursuant to Section 2 hereof

AGREEMENT #SWMCC01-26 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 AQUATECHNEX, LLC, a Washington Limited Liability Company (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 In-Lake Treatment Services for Phosphorus Control. 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.25-0583LY.

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 two years from the Effective Date, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The County’s obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

A. Services. The County will pay the Contractor for services as and when set forth in Schedule 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 includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule C attached hereto and by this reference made a part of this Agreement.

C. Invoices. Upon completion of the work, the Contractor shall submit a properly executed invoice to the County indicating that all of the work has been performed and the amount of the flat fee due from the County. Invoices shall include an itemization of any reimbursable expenses incurred by the Contractor in performing the work, 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 the invoice within thirty (30) calendar days of receipt.

All Invoices must be sent for Contract compliance review to:

SWMContracts@snoco.org

OR

**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 SFB-SnocoEpaybles@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.

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).

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed **three hundred forty-four thousand \$344,000** 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: Marisa Burghdoff
Title: Water Quality Specialist III
Department: DCNR, Surface Water Management Division
Telephone: (425) 388-3204
Email: lakes@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. 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 Operation.

- (ii) 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;
- (iii) Employers' Liability or "Stop Gap" coverage: \$1,000,000;
- (iv) Professional Liability: \$1,000,000 each occurrence, \$2,000,000 agg.
- (v) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage, including Waiver of Subrogation endorsement in favor of County, on a coverage form at least as broad as CA 0001 current edition, on all owned, non-owned and hired autos.

If hauling hazardous waste, Pollution Liability at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached unless the transportation pollution risk is covered under the Contractor's Pollution Liability insurance policy.

- d. Additional Project-Specific Insurance. **For work on or adjacent to water**, the Contractor shall make the determination as to whether these coverages apply and will provide insurance if applicable:

- (i) **Marine General Liability (OR GL with no marine exclusion)** covering bodily injury including wrongful death, third party property damage including loss of use thereof, premises/operations liability, products/completed operations, personal/advertising injury, contractual liability, stop gap or employer's liability (for monopolistic state projects), fire damage legal liability, action over indemnity, sudden and accidental pollution, amended exclusions for care, custody and control and watercraft liability to cover work related to this project. Coverage also to extend to cover stevedores legal liability, wharfinger's legal liability, terminal operator's liability and charterer's legal liability, when applicable. Coverage shall be on an occurrence basis and limits of liability shall not be less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. The General Aggregate limit is to apply separately to each project.
- (ii) **Protection and Indemnity Insurance** covering injuries to or death of masters, mates, crews of vessels and Maritime employees. Coverage is to include Voluntary Removal of Wreck and/or Debris Insurance. The limits of liability of such insurance shall be equal to the value of each Vessel covered or \$2,000,000, whichever is greater.
- (iii) **For work on or adjacent to water**, the Contractor shall make the determination as to whether workers are to be covered under the Longshoremen's and Harbor Worker's Compensation Act administered by the U.S. Department of Labor, Jones Act, or the State Industrial Insurance

coverage administered by the Washington State Department of Labor and Industries, or multiple coverages. Policy shall contain an Alternate Employers endorsement in favor of Owner. Such insurance shall provide statutory limits for compensation coverage and with minimum limits of \$1,000,000 for employers and maritime employer's liability.

- (iv) **Vessel Pollution Insurance** covering all owned or operated watercraft used in performing work and/or services related to this project. Such coverage shall be written on the Water Quality Insurance Syndicate policy form, or equivalent, and shall include bodily injury. Limits of liability shall be in accordance with OPA90, but not less than \$2,000,000 each occurrence, \$5,000,000 aggregate. Vessel owner or operator shall also have Certificate of Financial Responsibility pursuant to OPA90, Coast Guard Regulations and State of California, as required.
- (v) **Environmental Pollution / Contractor's Pollution Liability** - Pollution Liability policy form or other policy form acceptable to owner providing coverage for liability caused by pollution conditions arising out of the operations of Contractor. Coverage shall apply to bodily injury; property damage, including natural resources damages, loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy limit shall be no less than \$2,000,000 per claim and \$5,000,000 general aggregate. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. There shall be no exclusion for work in, on, or under water. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to Owner or any employee or agent of Owner. The policy coverage term shall be equal to the total period of construction and also provide 10 years of completed operations coverage after the project construction is complete.

e. 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.

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

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.

Schedule A
Scope of Services

The Contractor will provide the following:

A. Treatment Plans and Schedule

Lake Ketchum:

The Contractor shall conduct a surface application of alum to Lake Ketchum annually. The treatment shall occur between mid-March and Mid-April each year on a Tuesday, Wednesday or a Thursday. The Contractor shall provide the planned treatment dates at least six weeks in advance of the treatment window to ensure that permit-required notifications can be sent.

The treatment shall be an unbuffered water quality stripping treatment with an application of approximately 5,000 gallons of sodium aluminate (alum). While this is the anticipated treatment approach, the final approach may vary each year depending on water quality monitoring results, rain levels or other site-specific variable. The County will send a written request with the desired chemical quantities by February 15th of each treatment year. The contractor shall not order chemicals prior to receiving the final quantity of chemicals requested by the County for that year's treatment and confirmation that funding from the community has been obtained.

Any deviations from the approved treatment schedule, dosing, or other elements of the treatment plan must be approved in writing by both parties. Final adjustments to application ratios, based on the certificates of analysis or same-day jar test results, must be communicated to the County and receive verbal approval (via phone or in-person) prior to application.

Additional Treatments

If funding is secured, the County may request additional lake treatments at Lake Loma, Sunday Lake or other lakes. The County will provide a written treatment request for additional lake treatments at least three months in advance to provide sufficient notice for the contractor to plan and purchase necessary chemicals. The written treatment request will include the proposed application schedule, treatment area, the type and form of phosphorus inactivation product(s) proposed, and the dose(s). If a product other than alum or sodium aluminate is requested any additional chemical specifications will also be included. This information is provided below for Lake Loma and Sunday Lake.

Lake Loma:

The proposed treatment will be a whole-lake surface application of aluminum sulfate (alum) with a sodium aluminate buffer occurring between mid-March and mid-April. The planned dose is 30.3 mg Al/L. To achieve the total dose, approximately 8,672 kg of aluminum is needed, requiring 19,709 gallons of alum and 10,840 gallons of sodium aluminate based on an alum:sodium aluminate volume ratio of 1.8:1. Further details on the proposed treatment including dosing

Schedule A
Scope of Services

methodology are available in the updated Lake Loma Algae Control Plan at <https://snohomishcountywa.gov/5377>.

Sunday Lake:

The proposed treatment will be a whole-lake surface application of aluminum sulfate (alum) with a sodium aluminate buffer occurring between mid-March and mid-April. The planned dose is 31.4 mg Al/L. To achieve the total dose, approximately 15,872 kg of aluminum is needed, requiring 36,072 gallons of alum and 19,840 gallons of sodium aluminate based on an alum:sodium aluminate volume ratio of 1.8:1. Further details on dosing methodology and past treatments are available in the Sunday Lake Algae Control Plan at <https://snohomishcountywa.gov/5396>.

Upon receipt of the treatment request, the Contractor shall:

- Review the proposed treatment plan and assess its technical feasibility and completeness.
- Provide a basic treatment plan to the County, including treatment schedule, approach to site access, on-site storage (if needed), site security (if needed) and any other relevant details.
- The Contractor may also provide recommended modifications to dosage, treatment areas, application methods, or scheduling based on site conditions, safety considerations, and best industry practices.
- Prepare a cost estimate for implementing the agreed-upon treatment plan if it is for a lake other than Lake Loma or Sunday Lake.

The County and the Contractor will review and finalize the treatment plan and cost estimate collaboratively. No work shall commence on any new lake treatment until the treatment plan, schedule, and cost estimate have been reviewed, approved, and authorized in writing by the County. Contract amendments may be required.

Any deviations from the approved treatment schedule, dosing, or other elements of the treatment plan must be approved in writing by both parties, except that final adjustments to application ratios recommended by the Contractor, based on the chemical certificates of analysis or same-day jar test results, must be communicated to the County and receive verbal approval (via phone or in-person) prior to application.

B. Permitting

The Contractor shall be responsible for adhering to all permit conditions in the Washington State's Aquatic Plant and Algae Management General Permit unless identified as a County responsibility in these specifications. The County will provide the Contractor the general permit and the

Schedule A
Scope of Services

County's letter of coverage under the permit. Upon request, the County will also provide the associated Discharge Management Plan for the target lake.

The County will be responsible for the following permitting requirements related to monitoring, notification, inspection, posting, and annual reporting requirements specified in the Aquatic Plant Management General Permit, and may request the Contractor to perform additional related tasks as needed to ensure permit compliance, as follows:

Note – the following is from the current Aquatic Plant and Algae permit valid through March 21, 2026. Permit language and requirements may change when the new permit is issued.

1. S5A1: Ecology Notification Requirements: Pre and post permit notifications to Ecology by the County. The Contractor shall submit the total gallons of chemical used and number of acres treated immediately following application so that the County may submit the post-treatment notification to Ecology.
2. S5B: Coordination of Ecology Inspections. If an inspection occurs, the Contractor may not apply chemicals until an inspection occurs or as outlined in the permit.
3. S5C: Residential and Business Notification.
4. S5D: Shoreline Recreational Facilities Notifications Requirements where applicable.
5. S6B: Monitoring pH of the waterbody prior to treatment and post treatment. The Contractor will be required to do pH monitoring during treatment per permit conditions.
6. S6B: Pre and post treatment monitoring of permit required parameters such as Dissolved Organic Carbon, Hardness, Total/Dissolved Aluminum.
7. S7: Reporting and Recordkeeping Requirements of the Aquatic Plant Management General Permit

The County may, at its discretion, assume additional tasks beyond those listed above, as needed to meet the requirements of the most current Aquatic Plant Management General Permit.

c. Chemical Specifications:

1. Alum (Aluminum Sulfate) Specifications

The Contractor shall provide the specified gallons of liquid aluminum sulfate ($Al_2(SO_4)_3 \cdot 14H_2O$) that meets the following specifications:

- a. Grade = Drinking Water Treatment Grade;
- b. pH = 2.0 to 2.4;

Schedule A
Scope of Services

- c. Specific Gravity at 70°F= 1.333 to 1.337;
- d. Freezing Point = -16°C;
- e. Boiling Point = 101°C (214°F);
- f. Total Water-Soluble Aluminum of 4.2 – 4.4% or as Al₂O₃, 8.0 to 8.4%

The total water-soluble iron (expressed as Fe₂O₃) content of aluminum sulfate shall be no more than 0.02 percent, on a basis of 8.1 percent Al₂O₃ in liquid alum. In liquid alum, the water-insoluble matter shall not exceed 0.02 percent. At a minimum, aluminum sulfate shall conform with the “American National Standards Institute/National Sanitation Foundation” (ANSI/NSF) Standard 60 Drinking Water Treatment Chemicals – Health Effects (2005 and previous), or Standard 61 Drinking Water System Components – Health Effects (2005 and previous) for use in drinking water.

The aluminum sulfate supplied shall contain no soluble mineral or organic substances in quantities that are capable of producing deleterious or injurious effects on public health or water quality and shall be drinking water treatment grade.

The Contractor shall review the manufacturer’s material quality assurance certification with each truck delivery to show that procurement meets specifications and provide this documentation to the County.

2. Sodium Aluminate Specifications

If a buffer is required, the Contractor shall provide for each treatment the specified gallons of sodium aluminate. Sodium aluminate (NaAlO₂) is produced from the reaction of alumina trihydrate with caustic soda. The sodium aluminate shall meet the following specifications:

Liquid sodium aluminate shall contain a minimum of 32% available soluble sodium aluminate to a maximum of 38%. It shall contain no more than 0.5 percent insoluble matter. Liquid sodium aluminate shall have excess sodium oxide of at least 4 percent to ensure complete combination with the aluminum oxide.

The sodium aluminate supplied in accordance with this standard shall contain no substances in quantities capable of producing deleterious or injurious effects on public health or water quality and shall be water treatment grade and be NSF certified.

The Contractor shall provide Snohomish County with the manufacturer’s material quality assurance certification with each truck delivery to show that procurement meets specifications.

3. Alum and Sodium Aluminate Storage Tanks Specifications

If onshore storage tanks are used, separate tanks shall be provided for each chemical. All on-shore storage tanks shall be fabricated out of HDPE or other suitable material, i.e. stainless steel.

Schedule A
Scope of Services

The Contractor shall check and confirm the volume of alum/sodium aluminate required for the specified dose prior to procurement of any storage tanks.

The Contractor shall provide secondary containment to help prevent spills or uncontrolled leakage of materials from on-shore storage facilities. Spill containment must provide the following features and be equal to or better than “Spill Guards”:

- a. Puncture resistant;
- b. One piece, no assembly required;
- c. Wind resistant;
- d. Approved for a temperature range of -40 to 160 degrees Fahrenheit.

D. Equipment Specifications:

The Contractor shall provide all equipment, labor, and materials necessary to perform the work, including application, mobilization and demobilization. This shall include:

1. The specified amounts and qualities of phosphorus inactivation products.
2. A treatment barge (or boat) with on-board chemical storage tanks and other equipment for uniform chemical distribution. For alum treatments, the system of chemical distribution shall have a minimum application rate of at least 7,000 gallons per day of alum or combined alum and sodium aluminate. Deviations to accommodate challenging boat launching conditions can be requested and used if approved by the County in writing.
3. A GPS-linked computer system for barge (boat) guidance together with real-time bathymetric measurements to (1) provide control of pumping rates and subsequent chemical dosing and (2) to be able to provide a map of treated areas and their respecting dosing to the County.
4. Distribution lines, pumps, injector units, and all other pertinent equipment necessary to conduct treatment. For alum treatments, all piping shall be heavy duty HDPE tubing or appropriate material to avoid dissimilar metals corrosion and to provide safety relative to temperature and potential tubing leaks. Type 316 stainless-steel fittings shall be used in areas where contact with liquid alum and/or sodium aluminate is anticipated. All couplings and connectors used for alum and sodium aluminate distribution lines, storage tank, pumps, and injector units must meet corrosion resistance standards for alum, i.e. type 316 stainless-steel fittings at minimum.
5. For buffered alum treatments, a boom system for chemical distribution shall be substantially similar to the illustration in Exhibit 4 to control and evenly distribute chemical dosing for both liquid aluminum sulfate and sodium aluminate simultaneously so that the chemicals mix immediately upon entering the water but not before. The chemicals are to be delivered to the

Schedule A
Scope of Services

lake water at an approximate depth of 1 to 2 inches below the water surface from a minimum of 12 pairs, up to a maximum of 24 pairs, of alum and sodium aluminate injection tubes (nozzles or small hoses) spaced 8 to 12 inches between pairs and with the alum and sodium aluminate injection tubes within each pair spaced 2 to 4 inches apart. The injection tubes shall be alternating so that the closest tubes in each direction are always tubes of the other chemical. Treatment shall not begin until the boom system is approved on-site by Snohomish County.

6. Trained staff to safely and effectively implement the treatment, including but not limited to reading and following the material safety data sheets.

E. Application Specifications

The Contractor shall meet all of the following specifications for the application of phosphorus inactivation treatments to the lake in addition to the specifications provided in the Washington State Department of Ecology Aquatic Plant and Algae Management General permit.

Environmental conditions may exist that may require delay or temporary interruption of work on the project per the permit. If these conditions are observed, the Contractor will relay this information to the County. The County project manager will make a final determination on whether to initiate, suspend, or re-start treatment, based on having acceptable environmental conditions for treatment and, if needed, approval from the state's permit manager. Delays or postponements may be measured in hours or days, depending on the length of time necessary for conditions to improve. These conditions shall include but are not limited to:

- a. the water temperature is less than 42° F throughout the water column
- b. the wind speed is greater than 15 mph at the lake surface.
- c. the pH of lake water is consistently less than 6.0 (± 0.05) or greater than 8.5 (± 0.05) based on the lake average. The threshold for re-starting treatment shall be a pH between 6.2 and 8.4 (± 0.05).
- d. Fish appear to be in distress or if dead fish are observed during the treatment. If this occurs, the Contractor must immediately notify the County.
- e. Other environmental factors including dissolved oxygen, and phytoplankton blooms.

Additional Specifications for Alum and sodium aluminate treatments:

1. The Contractor will conduct an on-site pre-treatment test or "jar test" prior to beginning the treatment. The jar test must meet the requirements and methodology specified by the Aquatic Plant and Algae Management permit. If the permit does not provide specific methodology, the test should be conducted 0.5 to 24 hours before the treatment using the delivered alum and, if applicable, sodium aluminate. If sodium aluminate is being used for buffered treatments, the full chemical allotment, as defined above, shall be applied in a ratio of 1.8 gallons alum to 1-

Schedule A
Scope of Services

gallon sodium aluminate (assuming 32% solids) with an accuracy of ± 3 percent. Prior to beginning each treatment (0.5 to 24 hours before), using the delivered alum and sodium aluminate at a concentration specified by the County. For buffered treatments, both chemicals should be tested at the prescribed dose at a ratio of 1.8:1 (alum to sodium aluminate) unless otherwise specified. The test must verify that treated water remains between pH 6.0 and 8.5 after addition and mixing (at 0.25, 0.5 and 1 hour after being dosed). If the tests indicate that alum dose (for alum only treatments) or the alum to sodium aluminate buffer ratio of 1.8:1 results in unacceptable pH change, the Contractor will need to adjust the chemical dose or ratio for the application. The Contractor may not begin work until a successful jar test has been completed showing the new dose or ratio does not lead to unacceptable pH changes and the equipment has been calibrated for the appropriate ratio of chemicals (if applicable).

2. If conducting a buffered alum treatment, the chemicals must be simultaneously distributed so that the entire treatment area is uniformly covered and so the two chemicals mix immediately after entering the water but not before. GPS, depth measurements, barge/boat speed, and pumping rates shall be adjusted to ensure that the chemicals are distributed simultaneously and in the correct ratio. Treatment should be immediately stopped in the event of equipment failure to ensure chemicals are not being independently released.
3. The Contractor shall apply the full chemical allotment of alum and sodium aluminate (if applicable) as defined above. If there is a remaining supply of chemical after the Contractor has applied the specified dose due to minor deviations in dosage, lake bathymetry, or chemical ratio, the Contractor shall apply the remaining amount of chemicals to the lake uniformly in areas exceeding 2 meters (6.5 feet) in depth at the specified ratio, if directed to do so by the County. In the case of a buffered alum treatment, no individual chemical (alum or sodium aluminate) should be applied in the absence of the other chemical to the lake at any time.
4. Per current permit requirements, Snohomish County will monitor the lake pH the morning before application begins, and one hour following application each day and as needed during the treatment application. Work may not begin each morning until pH measurements are taken.
5. The treatment from start to finish shall be completed in a reasonable number of days based on the application rate of the chemical distribution system and the total application volume. For example, for Lake Ketchum, the total volume of alum is 5,000 gallons. Assuming a 7,000 gal/day distribution system, this treatment shall be completed in a day. One additional day for mobilization and another additional for demobilization may also be used as needed.

Additional Specifications for other phosphorus inactivation treatment products:

If a treatment is proposed for Lake Ketchum or additional lakes using a phosphorus inactivation product other than alum or sodium aluminate, the County will provide any additional necessary specifications as part of the treatment plan outlined in Schedule A Sections C through E. The

Schedule A
Scope of Services

Contractor will have an opportunity to review and provide feedback on these specifications per best treatment practices through the process outlined in that section.

F. Preparation

The Contractor shall protect structures, utilities, sidewalks, roadways, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, or other hazards created by work associated with the application of phosphorus inactivation products, including but not limited to, the transport and delivery of chemicals, chemical storage tanks, and chemical spills. During and at the completion of the application, the Contractor shall conduct all operations in such a way as to:

1. Comply with any and all permit conditions for this project;
2. Prevent damage to the lake, equipment, and surrounding properties;
3. Prevent damage to the aquatic environment by using a biodegradable hydraulic fluid;
4. Prevent damage to the lake by ensuring that no aquatic invasive species are introduced into the lake. This shall include decontaminating all equipment and gear that will come into contact with lake water prior to bringing such equipment to the staging area as well as decontamination after leaving the lake.
5. Maintain orderly appearance at the work site while the treatment is occurring;
6. Prevent damage to the aquatic environment by implementing temporary erosion and sediment control measures, if directed by Snohomish County; and
7. Prevent damage to the aquatic environment if temporary on-shore storage tanks are used.

G. Staging Area

The Contractor shall be responsible for all staging area setup, security, cleanup, and restoration to its original condition following completion of the application. The staging area will be left in the same condition as before the operation began, photo-documented and verified by Snohomish County prior to the acceptance of work.

If the staging area is located within a residential area, the Contractor shall take steps to minimize impacts to residents and lake users in noise, parking, safety, equipment and supply storage, smells, and general condition of the site. The Contractor shall ensure security of all equipment and storage tanks remaining on-site during non-working hours. Where applicable, the County will work with state agencies to secure boat launch sites during treatments. Work on-site shall generally occur between 7 AM and 7 PM, Monday through Friday. Work on weekend days and holidays shall not be allowed unless approved in writing by County.

Schedule A
Scope of Services

Lake Ketchum: The staging area for Lake Ketchum is located at the Washington State Department of Fish and Wildlife public access boat ramp (see Exhibit 1).

Lake Loma: The staging area for Lake Loma is located at the Washington State Department of Fish and Wildlife public access boat ramp (see Exhibit 2).

Sunday Lake: The staging area for Sunday Lake is located at the Washington State Department of Fish and Wildlife public access boat ramp (see Exhibit 3).

H. Deliverables

The Contractor shall submit the following for review and approval by Snohomish County following the treatment:

1. Application Log – Shall include, at a minimum, the following items:
 - a. Date of work;
 - b. Daily starting time and ending time;
 - c. Copies of bill of lading with chemical specifications
 - d. Quantity of material applied;
2. Map of completed treatment – a GIS map and/or associated files showing the GPS tracks of the application boat or barge shall be submitted to the County as a PDF and in ArcGIS shapefile format.

Schedule B
Compensation

Mobilization, Treatment and Demobilization Costs: A lump sum cost for mobilization, demobilization and treatment for each lake project as defined in Schedule A Scope of Services. This lump sum rate includes all costs necessary to complete the project per specifications, including but not limited to: travel, equipment, on-site storage tanks, application, monitoring. etc. Excludes chemical costs and chemical transportation.

| Alum Treatments | | |
|---|------------------------|-----------------------|
| Description | Unit of Measure | Lump Sum Price |
| Lake Ketchum (no buffer) Mobilization, treatment and demobilization | Per Treatment | \$16,250.00 |
| Lake Loma (buffered) Mobilization, treatment and demobilization | Per Treatment | \$18,500.00 |
| Sunday Lake (buffered) Mobilization, treatment and demobilization | Per Treatment | \$18,500.00 |

Chemical and Transportation Costs: Cost for chemicals and transportation required for each project will be reimbursed at actual cost and will require back up documentation verifying costs with invoices. These products are based on the specifications and chemical quantities outlined in Schedule A Scope of Services.

| Chemical and Transportation Costs | | |
|--|------------------------|---------------------|
| Description | Unit of Measure | Price |
| Aluminum Sulfate | Gal | Current Market Rate |
| Sodium Aluminate | Gal | Current Market Rate |
| Transportation of Aluminum Sulfate | Per Treatment | Current Market Rate |
| Transportation of Alum | Per Treatment | Current Market Rate |

Technical Assistance: Fully loaded hourly rates (including benefits and overhead) for providing technical assistance for phosphorus inactivation treatments. Technical assistance needs may include project design, treatment plan finalization, reporting and mapping, as well as additional requests, such as evaluating alternative inactivation products, conducting supplemental jar tests etc. Do not include reimbursable expenses such as supplies or travel, which will be reimbursed at the Actual Cost to the Consultant with no markup.

| Technical Assistance: | |
|------------------------------|---------------------------------|
| Position Title | Fully Loaded Hourly Rate |
| Manager | \$125.00 |
| Applicator | \$110.00 |
| Monitoring Scientist | \$110.00 |

If alternative treatments of these lakes or treatment of additional lakes becomes necessary during the contract period, associated costs will be negotiated as described in Schedule A Scope of Services and require the contract to be amended accordingly.

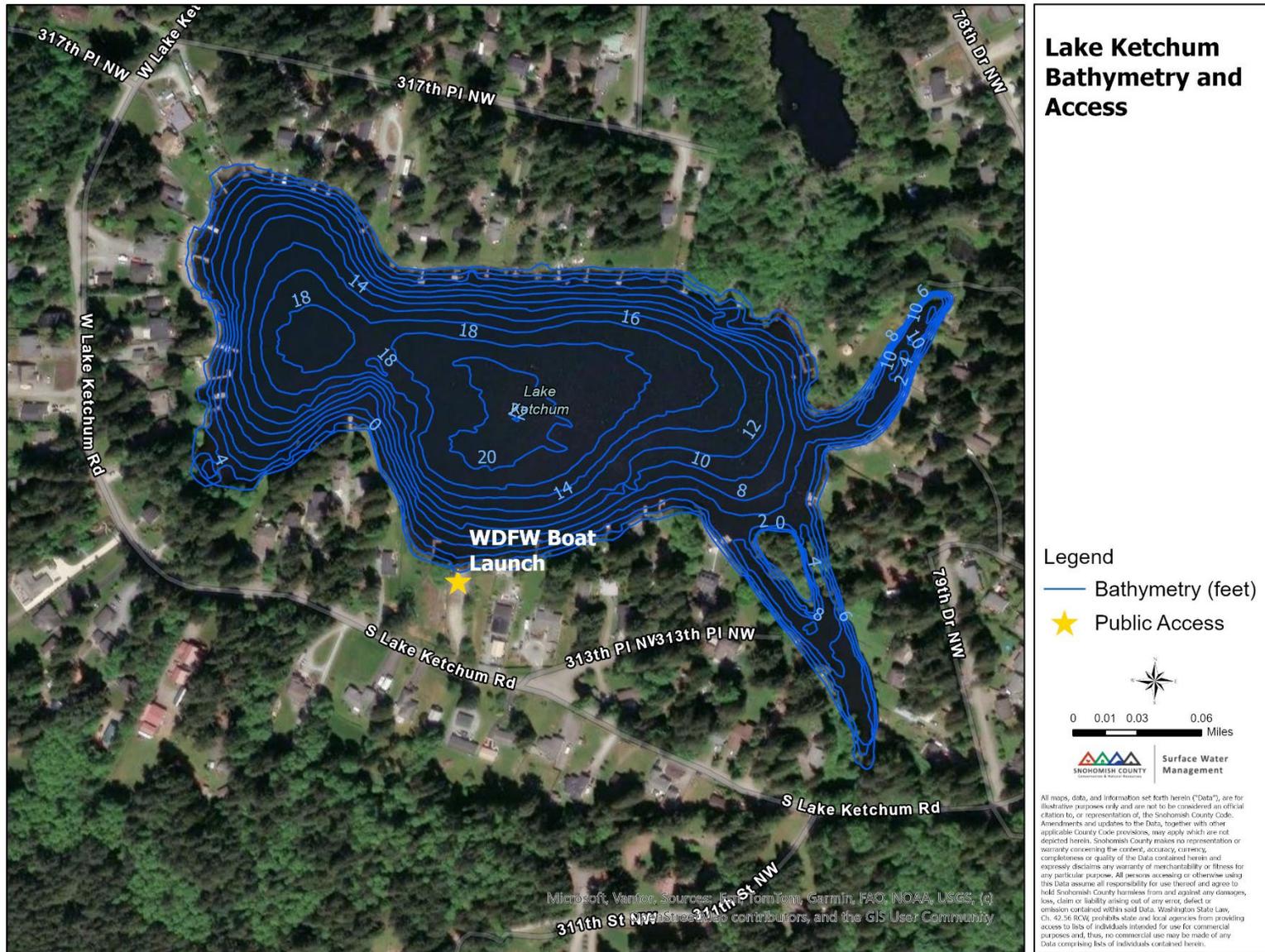
Schedule C
Reimbursable Expenses

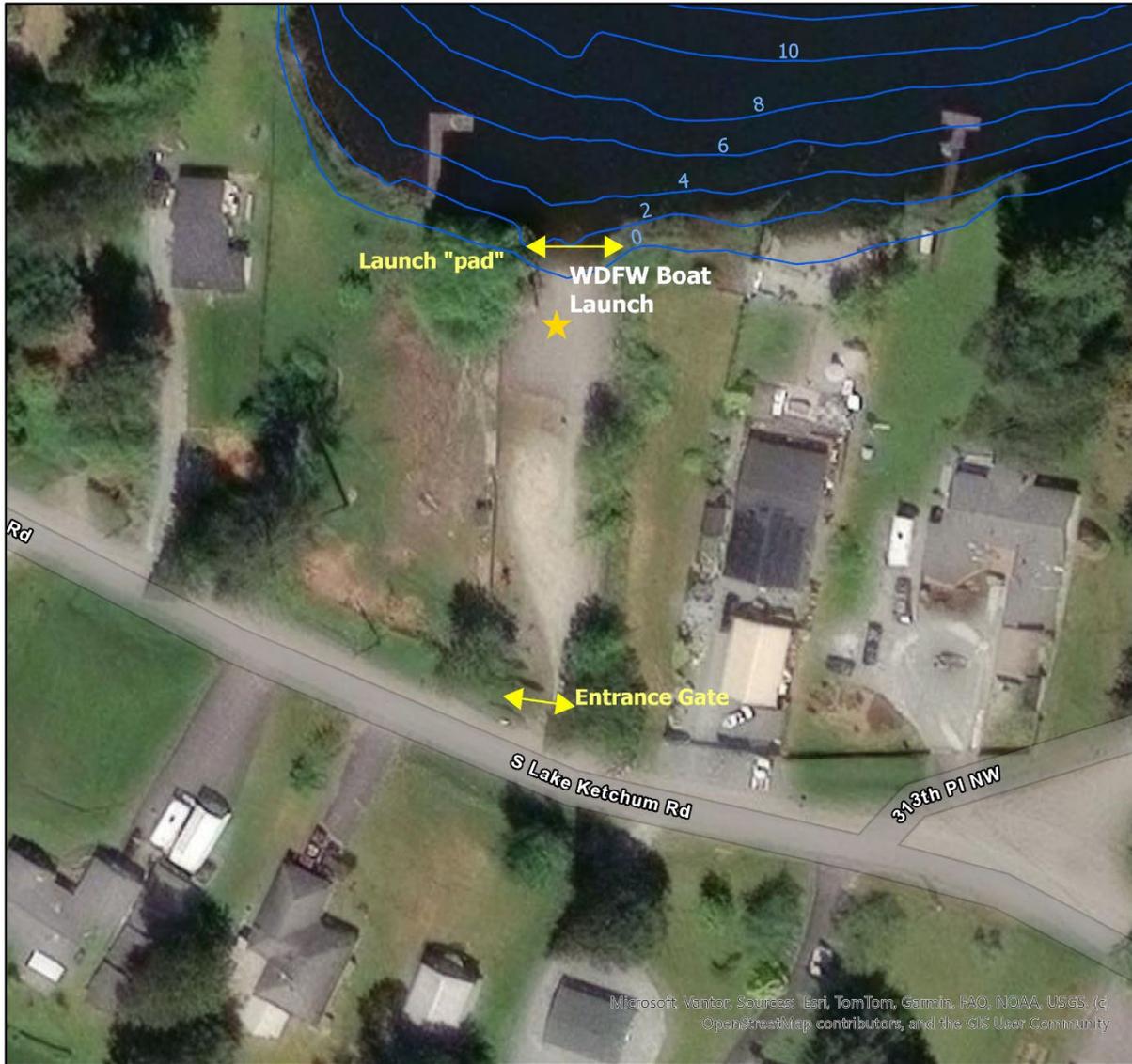
Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

| Reimbursable Classifications | Rates |
|-------------------------------------|-------------------------|
| <u>Mileage</u> | <u>Current IRS Rate</u> |
| <u>Postage/Courier</u> | <u>At Cost</u> |
| <u>Supplies</u> | <u>At Cost</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.

Exhibit 1: Lake Bathymetry and Boat Launch Access Points of Lake Ketchum





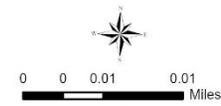
Lake Ketchum Public Access

8313 S. Lk Ketchum Rd
Stanwood, WA 98292

Access specs
Entrance gate - 23.5 ft
Launch "pad" - 30 ft

Legend

- Bathymetry (feet)
- ★ Public Access



All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law, Ch. 42.56 RCW, prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.

Document Path: X:\Lakes\Lake GIS\Bathymetry_Maps\Phos Inactivation RFP Bathymetry.aprx

Exhibit 2: Lake Bathymetry and Boat Launch Access Points of Lake Loma



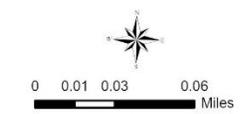
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Lake Loma Bathymetry and Access

Legend

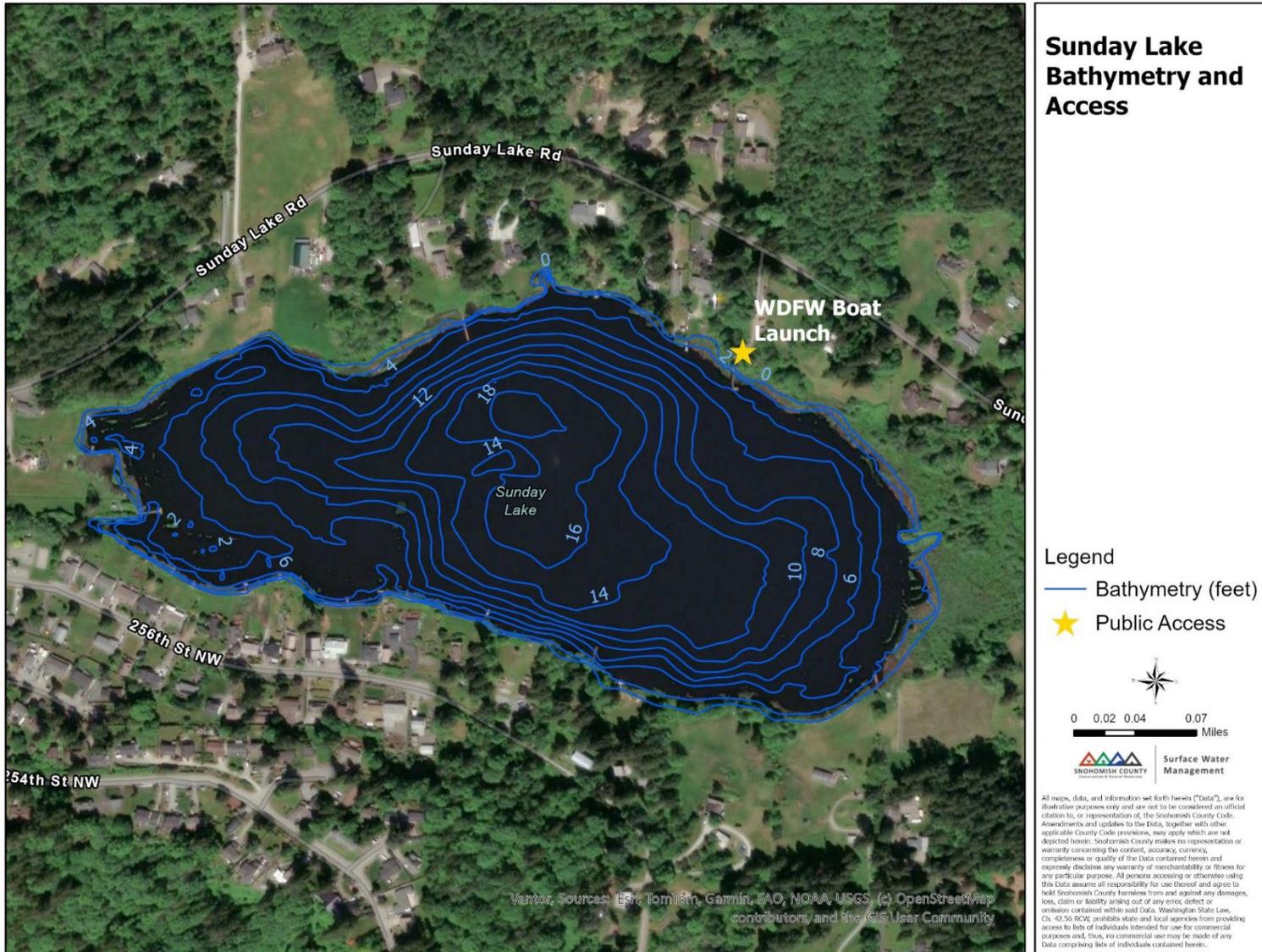
- Bathymetry (feet)
- ★ Public Access



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Vendor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Exhibit 3: Lake Bathymetry and Boat Launch Access Points of Sunday Lake



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Sunday Lake Public Access

1630 Sunday Lake Rd
Stanwood, WA 98292

Access specs
Entrance gate - 23.5 ft
Launch "pad" - 7ft*
*cattails have encroached, could possibly be expanded)

Legend

— Bathymetry (feet)

★ Public Access



0 0 0.01 0.01 Miles



Surface Water Management

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Document Path: X:\Lakes\Lake GIS\Bathymetry_Maps\Phos Inactivation RFP Bathymetry.aprx

Exhibit 4: Lake Boom

