

CONSULTANT: OAC Services, Inc.
 CONTACT PERSON: Diana L. Brown
 ADDRESS: 2200 1st Ave S., Suite 200
 Seattle, WA 98134
 FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-0821620/600047642
 UNIQUE ENTITY ID: 3NKFP4EA3E3
 TELEPHONE/FAX NUMBER: (206) 285-4371
 COUNTY DEPT: Facilities and Fleet
 DEPT. CONTACT PERSON: Lance Meinhold
 TELEPHONE/FAX NUMBER: (425) 312-0796
 PROJECT: Design Services, New Start Center of
 Everett; RFQ-24-002TB
 AMOUNT: \$441,160.00
 FUND SOURCE: 130 – ARPA Coronavirus Local Fiscal Relief
 DAC: 311 527 18001 6000
 CONTRACT DURATION: **Execution to December 31, 2025**
 unless extended or renewed pursuant to
 Section 2 hereof
 FEDERAL PERIOD OF PERFORMANCE
 START AND END DATE: March 3, 2021-December 31, 2026
 FEDERAL AWARD NUMBER: SLFRP0194

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 **OAC Services, Inc.** (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is the design, engineering, permit assistance, and construction administration for the New Start Center of Edmonds. Special terms and conditions are set forth in **Exhibit A**, attached hereto and by this reference made a part of hereof. The scope of services (the “Project”) is as set forth in **Exhibit B** and **Attachment 1** thereto (the Proposal from OAC, hereinafter the “Proposal”), all attached hereto and by this reference made a part hereof. This Agreement is the product of County **RFQ-24-002TB, Design Services, New Start Center of Everett.**

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 final signature (the “Effective Date”) and shall terminate on **December 31, 2025** (“End Date”), PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to One (1) additional One (1) year term, 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 **December 31, 2025**, PROVIDED, HOWEVER, that the County’s obligations after **December 31, 2024** are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

The Contractor shall provide Construction Documents and Construction Specifications as an instrument of service which are suitable for competitive bid by no later than 26 July 2024 or within 45 calendar days of the issuance of the Notice to Proceed, whichever comes later. .

The County and Contractor shall work together to establish a schedule for the delivery of Schematic Design, Design Development, and Permit Documents in order to achieve the competitive bid date.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in subsection c Invoices and Cost Certifications (below) **in Exhibit C**, 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 and Cost Certifications.

The fees structure for this project shall be the hourly rates set forth in Exhibit C plus materials with a maximum not to exceed amount as indicated in subsection f Contract Maximum (below). Contractor’s hourly rate and those of its subcontractors shall comply with 2. C.F.R. 200.318.

The Contractor shall submit properly executed invoices to the County based upon the hourly rates set forth in Exhibit C and materials used during each billing period, but or no more frequently than monthly and no less frequently than once every two months. 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. Every invoice submitted by Contractor shall be accompanied by an executed cost certification in the form set forth in **Exhibit F**, attached hereto and by this reference made a part hereof. Each invoice shall also include an itemization of

any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this **Section 3** and **Exhibit C**. Subject to **Section 8** of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

Prior to beginning work under this Agreement, Contractor shall submit an executed version of the Lobbying Certification in the form set forth in **Exhibit D**, attached hereto and by this reference made a part hereof and an executed version of the Civil Rights Certification in the form set forth in **Exhibit E**, attached hereto and by this reference made a part hereof.

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 **\$441,160.00 (Four hundred forty-one thousand one hundred sixty dollars)** 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 therefore, 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 upon payment to Contractor for services rendered. 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.

County expressly acknowledges and agrees that the documents and data to be provided by the Contractor under this agreement may contain certain design details, features, and concepts from the Contractor's own practice detail library, which collectively may form portions of the design

for the project, but which separately are and shall remain in the sole and exclusive property of Contractor. While the County will own the copy right of the whole of the work under this agreement, nothing herein shall be construed as a limitation on Contractor's right to reuse such component design details, features, and concepts on other projects, in other context or for other clients.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed per the procurement rules of the Snohomish County Code.

Contractor may only submit requests for Additional Services through the County Project Manager. Upon recognizing the need to perform Additional Services, the Contractor shall notify the County Project Manager with reasonable promptness and explain the facts and circumstances giving rise to the need. The Contractor shall not proceed to provide the Additional Services until the parties execute an Amendment to the Agreement.

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

Name: Lance Meinhold
Title: Architectural and Construction Project Manager
("County Project Manager")
Department: Facilities and Fleet Management
Telephone: (425) 312-0796
Email: Lance.Meinhold@snoco.org

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

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

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate

any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

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

11. Indemnification.

A. Professional Liability.

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

B. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under

any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

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

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

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

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

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

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

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

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

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

(i) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

- (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
- (iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;
- (iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.
- (v) Professional Liability: \$3,000,000.

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 over \$150,000 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 to less than contractually required 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 or lapse, 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, or take corrective action, within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with **Sections 3** and **8** hereof.

c. The County may terminate this Agreement upon fifteen (15) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with **Sections 3** and **8** hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

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

e. The County may suspend all or any part of this Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations thereunder during investigation of suspected noncompliance with the terms of the Agreement. The County may also take these actions pending corrective action by the Contractor.

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

If to the County: Snohomish County
Facilities and Fleet Management
3000 Rockefeller Ave., M/S 404
Everett, Washington 98201
Attention: Lance Meinhold
(425) 312-0796

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

If to the Contractor: OAC Services, Inc.
2200 1st Ave. S., Suite 200
Seattle, WA 98134
Attention: David Jobs
(206) 285-4371

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. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

The referenced and attached documents include:

- Exhibit A – CLFR Terms and Conditions
- Exhibit B – Statement of Work
- Exhibit C – Project Budget and Compensation
- Exhibit D – Certification Regarding Lobbying
- Exhibit E – Civil Rights Assurances Certification
- Exhibit F – Invoice and Contractor Cost Certification Form
- Proposal from OAC dated May 14, 2024

27. Conflicts between Attachments and Text. Except as provided by **Exhibit A**, 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.

Should any conflicts exist between the text or main body of this Agreement and the **Attachment 1 to Exhibit B** from OAC, the text or main body of this Agreement shall prevail.

Should any conflicts exist between any attached exhibit or schedule and the **Attachment 1 to Exhibit B** from OAC, the attached Exhibit or schedule shall prevail.

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

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

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

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

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

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

(signature page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SNOHOMISH COUNTY:

County Executive Ken Klein Date
Executive Director

OAC Services, Inc.:

DocuSigned by:
Shawn Mahoney June 25, 2024
DD919782B7A040C... Date
Name: Shawn Mahoney
Title: CEO

Approved as to insurance and indemnification provisions:

Risk Management Date

Approved as to form only:

DocuSigned by:
Amber Hardwick June 25, 2024
1D49FFE00C8F42C... Date
Legal Counsel to the Contractor
Amber Hardwick

Approved as to form only:

Wendling, Rebecca  Digitally signed by Wendling, Rebecca
Date: 2024.06.27 10:29:26 -07'00'

Deputy Prosecuting Attorney Date

EXHIBIT A

CLFR TERMS AND CONDITIONS

DESIGN SERVICES, NEW START FACILITY OF EVERETT

The County has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds (“CLFR”) pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, codified at 42 U.S.C. Section 802 *et seq.* to be used to pay **OAC Services, Inc.** for the **Design Services, New Start Facility of Everett** set forth in **EXHIBIT B** of the Agreement. These CLFR Terms and Conditions apply to the Contractor’s provision of **design services** for which the County has agreed to pay an amount not to exceed **\$441,160.00**. In case of conflict between these CLFR Terms and Conditions and the Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions and (2) the Agreement.

I. TERMS AND CONDITIONS

Contractor agrees to comply with Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Contractor shall also comply with regulatory requirements under the Uniform Guidance at 2 CFR Part 200.

A. Compliance with Specific Laws, Regulations, and Agreements.

The Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to **EXHIBIT B**, Statement of Work. Federal regulations applicable to the funding provided in this Agreement include, without limitation, the following:

1. 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation, including, Subpart A (Acronyms and Definitions), Subpart B (General Provisions), Subpart C (Pre-Federal Award Requirements and Contents of Federal Awards) [excluding 204 (Notices of Funding Opportunities), 205 (Federal awarding agency review of merit of proposal), 210 (Pre-Award Costs), 213 (Reporting a determination of a non-federal entity is not qualified for a federal award)], Subpart D (Post Federal Award Requirements) [excluding 305(b)(8) and (9) regarding Federal Payment, 308 (Revision of budget or program plan), 309 (modification to period of performance)], Subpart E (Cost Principles), and F (Audit Requirements).

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R., Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a requirement in all lower tier covered transactions that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
7. New Restrictions on Lobbying, 31 CFR Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations. Should the aggregate amount under this Agreement exceed \$150,000, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.
10. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501 and 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.
11. The Contractor shall include clauses 1 through 10 in Section 1A, adapted for the proper parties in any subcontract.

B. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a

substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for Agreement or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Contractor or its subcontractors who has the responsibility to investigate, discover, or address misconduct.
3. Contractor shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.
4. The Contractor shall include the above clauses 1-3, adapted for the proper parties, in any subcontract.

C. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

D. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while

driving, to establish workplace safety policies to decrease accidents caused by distracted drivers.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

E. Nondiscrimination

The Contractor shall comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.

By execution of this Agreement, Contractor certifies:

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's VI regulation, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis or age in programs or activities receiving federal financial assistance; and
5. The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.

The Contractor shall include the above clauses 1-5, adapted for the proper parties, in any subcontract.

F. Conflicts

The Contractor's employees, subcontractors and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business or other ties. The Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c). Contractor shall disclose to the County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. 200.112.

The County may, by written notice to the Contractor, suspend or terminate this Agreement in whole or in part if it is found that any of the following laws or their successors, have been violated in obtaining this Agreement or in securing favorable treatment with respect to the awarding, amending, or the making of determinations with respect to the Agreement or any subcontractors entered into by the Contractor: 2 C.F.R. 200.318, Code of Ethics for Municipal Officers (chapter 42.23 RCW) and Ethics Code (chapter 2.50 SCC).

G. Public Records

In addition to complying with the Public Records provisions (Section 24) of the Agreement, Contractor acknowledges that by accepting funds under this Agreement, it may be considered the functional equivalent of a public agency under the Public Records Act, chapter 42.56 RCW.

H. Capacity

The Contractor, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and provision of the services funded. If at any time, the Contractor believes its capacity is compromised or Contractor needs technical assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contractor to bring the Agreement into compliance.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

I. Remedial Action

In the event of Contractor's noncompliance with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of the federal award funding

this Agreement, Treasury or the County may take remedial action as set for the 2. C.F.R. 200.339.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment; Compliance with 2 C.F.R. 283

Contractor shall comply with 2 C.F.R. 200.216 and shall require compliance with 2 C.F.R. 200.216 in any subcontract.

Contractor shall exercise due diligence to ensure that none of the funds, including supplies and services, received under this Agreement are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Contractor must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.

K. Preferences for Procurements

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracting agreements and purchase orders for work or products under this Agreement.

For purposes of this Subsection:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction material composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

II. FISCAL MANAGEMENT

Every subcontract approved by the County and entered into by the Contractor under this Agreement shall be in writing and shall incorporate all of the clauses in

this Section, with word changes where appropriate to properly identify the parties to the subcontract.

A. Accounting Standards

The Contractor agrees to comply with OMB Uniform Guidance and 2 CFR part 200 and to adhere to the accounting principles and procedures required therein, to use adequate internal controls, and to maintain necessary source documentation for all costs incurred.

B. Audit and Recovery

All disbursements of funds to the Contractor under this Agreement shall be subject to audit and recovery of disallowed costs from the Contractor. In the event of Contractor's noncompliance with Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the County may impose additional conditions or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Social Security Act regarding the use of funds, funds shall be subject to recoupment.

1. The Contractor shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that subcontractors also maintain auditable records.
2. The Contractor is responsible for any audit exception incurred by its own organization or that of its subcontractors.
3. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
4. The Contractor shall follow-up on and develop corrective action plans for all audit findings.

C. Accounting for Funds

In the event of an audit, the Contractor shall and account for all funds provided under this Agreement and demonstrate that the funds have only be used as provided in this Agreement.

D. Repayment of Funds to County/Recoupment

The Contractor shall return funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events:

1. If Contractor has any unspent funds on hand as of the earlier of the Agreement end date of this Agreement or the termination of this Agreement under Section 21 of the Agreement, Contractor shall return all unspent funds to the County within ten (10) calendar days.
2. If overpayments are made; or
3. If an audit of the Project by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by the Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the U.S. Department of the Treasury, the County, or this Agreement.

To exercise recoupment or repayment, the County shall make a written demand upon the Contractor for repayment, the Contractor shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. No exercise of the County of the right to demand repayment of funds by the Contractor shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Contractor may be exercised as often as necessary to recoup from the Contractor all funds required to be returned by the County to the U.S. Department of the Treasury.

The Contractor is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

E. Debts Owed the Federal Government.

1. Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this Agreement, that are determined by the Treasury Office of Inspector General to have been misused or that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Contractor shall constitute a debt to the federal government.
2. Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in

paragraph 1 of this subsection, Treasury will take any actions available to it to collect such a debt.

3. Any debts determined to be owed to the County must be promptly paid by Contractor. A debt is delinquent if it has not been paid by the date specified in County's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

F. Cost Principles

The Contractor shall administer its project set forth in **Exhibit B** in conformance with OMB Uniform Guidance and 2 CFR part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding under this Agreement. The Contractor is not required to provide cost sharing or matching funds under this Agreement.

G. No Indirect Costs

If indirect costs are charged, the Contractor will develop an indirect cost allocation plan for determining the Contractor's appropriate share of such costs and shall submit such plan to the County for approval in a form specified by the County.

H. State Prevailing Wage Requirements

Use of federal, state, or local funds to reimburse costs associated with labor performed for any type of maintenance, repair, rehabilitation, construction, etc. may trigger State Prevailing wage requirements per RCW Chapter 39.12. Projects that include construction costs will require performance and payment bonds from the prime contractor.

I. Cost Reimbursement

Reimbursement for services delivered under this Agreement shall be on a cost reimbursement basis. Reimbursement shall be provided for services provided pursuant to the Statement of Work (Exhibit B). The Contractor shall submit, in a format prescribed by the County and set forth in Exhibit F to this Agreement, an invoice and certification detailing, on a monthly basis, all costs associated with the program based on the Approved Contract Budget (Exhibit C). Use of funds available under this Agreement will be reviewed monthly. The Contractor certifies that the work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or source.

J. Program Income

To the extent that program income, as defined in 2 CFR § 200.1, is generated under this Agreement, the receipt and expenditure of program income shall be reported monthly to the County.

Any program income generated under this Agreement must be used for the purposes and under the terms and conditions of this Agreement.

K. Advance Payment

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

L. Debarment and Suspension Certification

The Contractor is required to comply with the provisions of Executive Order 12549, Executive Order 12689, 2 CFR 180. The Contractor, by signing this Agreement, certifies that to the best of its knowledge and belief that:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency.
2. That the Contractor has not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offenses in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. The Contractor is not presently indicted for or otherwise criminal or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this section; and
4. The Contractor has not within a three (3) year period preceding the signing of this Agreement had one or more public transaction (Federal, state, or local) terminated for cause of default.

The Contractor shall include the above clause, adapted for proper parties, in any subcontract.

M. Debarment and Suspension Certification for Subcontractors

The Contractor agrees to include the following required language in all subcontracts into which it enters resulting directly from the Contractor's duty to provide services under this Agreement:

The lower tier subcontractor certified, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the Agreement.

III. ADDITIONAL REQUIREMENTS

A. Procurement

Unless specified otherwise in this Agreement, the Contractor shall procure all materials, property, supplies, or services in accordance with the requirements of 2 CFR § 200.318; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 24 CFR § 135; and 24 CFR § 576.404. The Subrecipient, in subcontracting, shall comply with 2 CFR § 321(b)(1-5).

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

B. Faith-Based Activities

Contractor shall ensure that no funds provided under this Agreement are used for inherently religious activities or for a religious purpose.

C. Political Activities

The Contractor agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent be applied to, or engaged in, the conduct of political activities in violation of 24 CFR § 570.207(a)(3).

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

D. Public Information

1. The Contractor shall ensure recognition of the role of the County in providing services through this Agreement. All activities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.
2. Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0194 awarded to Snohomish County by the U.S. Department of Treasury."
3. The Contractor shall include clause 2 of this subsection in any subcontract.

E. COVID Guidelines

A program or service that imposes conditions on participation in or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with practices in line with CDC guidance for stopping the spread of COVID-19 shall not be reimbursed by the County.

IV. PERFORMANCE EVALUATION AND MONITORING

The County will monitor the performance of the Contractor against the goals and performance standards set forth in this Agreement. Remedies for substandard performance that is not corrected to the County's satisfaction may include Agreement suspension or termination following the procedures for termination set forth in the Agreement.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

V. CORRECTIVE ACTION

Contractor shall follow up on and develop corrective action plans for all audit findings in accordance with the Uniform Guidance.

VI. RECORDS

In addition to provisions of the Agreement regarding records, Contractor shall comply with the following:

- A. The Contractor shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury's

implementing regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

B. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, and the County shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.

C. Records to Be Maintained

The Contractor shall maintain all records required by the Agreement pertaining to the activities funded under this Agreement and as further described in EXHIBIT B. The Contractor shall furnish such records to the County or other authorized officials, as requested. The Contractor shall maintain records including, but not limited to:

1. Records providing a full description of each activity undertaken;
2. Records used for data collection for reports as required;
3. Records of compliance with conflict of interest requirements;
4. Records of compliance with the nondiscrimination requirements;
5. Financial Records, including supporting documentation for all costs submitted via invoice;
6. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.

D. Individual Information and Confidentiality

The Contractor understands that if any personally identifiable information ("PII") is collected under this Agreement, said PII is confidential and the use or disclosure of such information when not directly connected with the administration of the County's or the Contractor's responsibilities with respect to services under this Agreement, may be prohibited by federal, state, and local laws regarding privacy and obligations of confidentiality, unless written consent is obtained from such person, and, in the case of a minor, that or a responsible parent or guardian. The Contractor shall inform the County immediately upon discovery of any unauthorized disclosure of PII.

The Contractor shall include clause A through D above, adapted for the proper parties, in any subcontract.

VII. AFTER-THE-AGREEMENT/CLOSE-OUT REQUIREMENTS

The Contractor's obligation to the County shall not end until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Contractor has control over American Rescue Plan Section 9901 Coronavirus State and Local Fiscal Recovery Funds dollars. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work has been completed.

VIII. FALSE STATEMENTS

Contractor understands that making false statements or claims with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreement, and/or any other remedy available by law.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

IX. DISCLAIMER

The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to the County under section 603(c) of the Act, or any Agreement or subcontract under such award.

The County expressly disclaims any and all responsibility or liability to the Contractor or third persons for the actions of the Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto.

The Agreement does not in any way establish an agency relationship between or among the United States, the County, and Contractor.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

X. TIME OF THE ESSENCE

Time is of the essence in the performance of each party's obligations under this Agreement. Each party will carry out its obligations under this Agreement diligently and in good faith.

**EXHIBIT B
STATEMENT OF WORK
DESIGN SERVICES, NEW START FACILITY OF EVERETT**

I. PROJECT SUMMARY

Project Name: DESIGN SERVICES, NEW START FACILITY OF EVERETT

Identification Number: CLFR-011A

Project Expenditure Category (EC): 2.16-Long-term Housing Security: Services for Unhoused Persons

Project Overview

Snohomish County has purchased the 76-room hotel located at 1602 SE Everett Mall Way, Everett, WA for the purpose of providing transitional housing. Snohomish County and OAC Services, Inc. are in the process of completing Planning and Zoning Entitlement Documents for the project. Additionally, the Building Analysis Report, Project Program Documents, and Preliminary Cost Estimate have previously been created.

The County is remodeling the facility. The Scope of this Work will be the design and engineering of the remodel of the two building each of two-story in height with a combine floor area of approximately 27,130 square feet located on a lot of approximately 55,757 square feet (1.28 acres).

II. SCOPE OF WORK

Professional services commence upon execution of the Agreement and shall terminate on December 31, 2025.-Contractor shall provide the following services:

- **Design and Construction Management**
 - Design and engineering construction documentation coordination between all disciplines.
 - Development of the design to completion.
 - Services as set forth in **Task 1** (Design Management), **Task 2** (Preconstruction Services Design and Procurement), **Task 3** (Construction Phase Services) and **Task 4** (Closeout and Warranty) of the Proposal from OAC, attached as **Attachment 1** this **Exhibit B**, and incorporated herein by this reference.

- **Civil Engineering (through subcontractor Green Lake Engineering)**
 - On-site paving and grading improvements as required by the jurisdiction and Building Analysis Report.

- On-site improvements as indicated in the Planning and Zoning Entitlement documents.
- Off-site improvements as required by the jurisdiction and utility companies.
- Services as indicated in the Proposal from OAC, specifically **Task 1** (Schematic Design) and **Task 3** (Additional Services as Requested per Section 6 of the Agreement) the sub-consultant proposal dated March 27, 2024, from Green Lake Engineering.
-
- **Landscape Architecture (through subcontractor Karen Kiest Landscape Architects)**
 - Landscape Architecture services shall include but not be limited to the following refinement of the design of the exterior spaces based on the Planning and Zoning Entitlement and Project Program Documents.
 - Services as indicated in the Proposal from OAC, specifically in **Section I** (Scope of Work, subsections A-H) and **Section II** (Scope of Services, subsections A through D) of the sub-consultant proposal from Karen Kiest Landscape Architects.
-
- **Architecture (through subcontractor DLR Group, Inc.)**
 - Building envelope repair as indicated as required by the Building Analysis Report.
 - Spatial reconfiguration as indicated by the Planning and Zoning Entitlement and Project Program Documents.
 - Façade improvements for design consistency.
 - Interior improvements for functionality, including but not limited to the following:
 - Design of bathroom cabinetry.
 - Design of kitchenettes including built-in cabinetry and appliance spatial configuration.
 - Common use areas, including but not limited to the lobby and community kitchen.
- Built-in cabinetry including appliance spatial configurations and furniture spatial configurations.
 - Offices and meeting rooms.
 - Circulation spaces.
 - Building utility rooms.
 - Laundry facilities.
- Other interior spaces as listed in the Project Program Documents. Interior design of finish material for all construction surfaces.
- Fencing design based on the Planning and Zoning Entitlement Documents.
- Refuse enclosure design based on the Planning and Zoning Entitlement Documents.

- Design of open-air shelters as indicated in the Planning and Zoning Entitlement Documents.
- Services as indicated in the Proposal from OAC, specifically in **pages 2 through 4** of the sub-consultant proposal from DLR Group Inc.
-
- Access Control Systems Conceptual Design
 - Access control systems conceptual design shall be completed in support of the site, building, and accessory structure designs and as required by the Building Analysis Report, Planning and Zoning Entitlement, and Project Program Documents.
-
- **Structural Engineering (through subcontractor DLR Group Inc.)**
 - Structural engineering shall be completed in support of the site, building, and accessory structure designs and as required by the Building Analysis Report, Planning and Zoning Entitlement, and Project Program Documents.
 - Services as indicated in the Proposal from OAC, specifically in **pages 2 through 4** of the sub-consultant proposal from DLR Group Inc.
-
- **Mechanical Engineering (through subcontractor DLR Group Inc.)**
 - Mechanical engineering shall be completed in support of the site, building, and accessory structure designs and as required by the Building Analysis Report, Planning and Zoning Entitlement, and Project Program Documents.
 - Services as indicated in the Proposal from OAC, specifically in **pages 2 through 4** of the sub-consultant proposal from DLR Group Inc.
-
- Plumbing Engineering
 - Plumbing engineering shall be completed in support of the site, building, and accessory structure designs and as required by the Building Analysis Report, Planning and Zoning Entitlement, and Project Program Documents.
 - Services as indicated in the Proposal from OAC, specifically **pages 2 through 4** of the sub-consultant proposal from DLR Group Inc.
-
- **Electrical Engineering (through subcontractor DLR Group Inc.)**
 - Including Lighting Design improvements, interior and exterior
 - Electrical engineering shall be completed in support of the site, building, and accessory structure designs and as required by the Building Analysis Report, Planning and Zoning Entitlement, and Project Program Documents.
 - Services as indicated in the Proposal from OAC, specifically in **pages 2 through 4** of the sub-consultant proposal from DLR Group Inc.

- **Cost Estimating (through subcontractor Wiggins Preconstruction Services)**
 - Construction cost estimate for Design Documents
 - Construction cost estimate for Construction Documents
 - Services as indicated in the Proposal from OAC, specifically in **page 1** of the sub-consultant proposal from Wiggins Preconstruction Services.

Contractor shall provide to the County complete Construction Documents no later than July 26, 2024. The Construction Documents shall be based upon and consistent with the Planning and Zoning Entitlement Documents, Project Program Documents, and Building Analysis Report. Contractor shall also provide to the County complete Construction Specifications no later than July 26, 2024.

The Construction Document shall include drawings and specifications adequate to describe the demolition and construction necessary for the remodeling of the facility for a design-bid-build delivery method. The Construction Documents shall comply with applicable the-permitting laws, regulations, and processes for all jurisdictions having authority for all required permits, including but not limited to the building department, fire department, Labor and Industry, trade permits, right-of-way permits, utility companies, etc.

Contractor's project permitting assistance shall include but not be limited to assembling and making submittals to the jurisdiction having authority for all required permits, responding to all plan review comments, completing all permitting forms and paperwork, etc. The County will pay for the plan reviews and permits. Contractor's permitting assistance shall include but not be limited to obtaining permit approvals from the building department, fire department, Labor and Industry, trade permits, right-of-way permits, utility companies, etc.

Contractor's bidding assistance shall include but not be limited to answering clarifications during the bidding process, participating in the pre-bid site meeting, and attending the bid-opening.

III. CONTRACT SCHEDULE:

The Contract Schedule is as follows:

DATE	ACTIVITY
July 26, 2024	Construction Documents and Construction Specifications Completed
July 2024 – August 2024	Permitting
August 2024 – October 2024	Bidding for Construction
November 2024 – April 2025	Construction

- a. The Contractor shall provide Construction Documents and Construction Specifications as an instrument of service by no later than July 26, 2024. The Construction Documents and Construction Specifications shall be suitable for competitive bid.
- b. No later than 7 (seven) days from the execution of this Agreement, the Contractor shall submit to the County a schedule—subject to County approval-- a schedule for the delivery of Schematic Design, Design Development, and Permit Documents in order to meet the Contract Schedule.

IV. Performance Requirements

The Contractor Shall:

- a. Meet all requirements as outlined in the Snohomish County ARPA Terms and Conditions referenced as **Exhibit A**;
- b. Attend weekly, and additional project meetings as outlined in the proposal to ensure continuity with the intent of the transitional shelter program;
- c. Complete the Construction Documents Specifications and deliver to the County by July 26, 2024. Agreement shall commence upon execution and shall terminate on December 31, 2025 unless modified otherwise by per Section 6 of the Agreement.
- d. Provide professional services consistent with the professional skill and care ordinarily provided by professional practicing in the same or similar locality under the same or similar circumstances.
- e. Provide professional services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

IV. Fiscal Management

The Contractor shall:

- a. Assure that accurate and appropriate documentation is maintained to support the provision of each incurred expense; and
- b. Submit properly executed invoices, including **Exhibit F** Cost Certification specific to the invoice, by the 10th of the month following the month services were provided.
- c. Each invoice shall include an itemization of the dates on which services were provided, including number of hours and a brief description of the work performed on each such date.
- d. Each invoice shall include the total previously invoiced against the Agreement, total amount invoiced for the current invoice period, total amount of payments due, and amount remaining to be invoiced against the Agreement.
- e. Each invoice shall include line items for any approved amendments to the Contract Maximum, original Maximum, and the revised total Contract Maximum.
- f. Each invoice shall be signed by the Contractor as being a true and accurate reflection of the work performed during the invoiced time period.

CLFR-011A Everett Attachment No. 1

Proposal from OAC Services

dated May 14, 2024

for

RFQ-24-002TB

Design Services, New Start Center of Everett



May 14, 2024

Mr. Lance Meinhold
Snohomish County
3000 Rockefeller Ave
Everett, WA 98201

RE: Snohomish County Professional Services for Design Services for the Everett New Start Center.

Dear Mr. Meinhold:

This letter is a summary of the scope and fee proposal to provide design services for the Everett New Start Center located at 1602 SE Everett Mall Way, Everett.

Attached to this letter is the following:

- The anticipated project schedule (Exhibit A)
- OAC Services Scope of Services and Fee Proposal (Exhibit B)
- DLR Group's Scope of Services and Fee Proposal (Exhibit C)
- Wiggins Preconstruction's Scope of Services and Fee Proposal (Exhibit D)

The total fee for this project is time and materials, not to exceed (NTE). Below is a summary of the fees for OAC Services and our consultants:

OAC Services' Fee	\$144,000.00
DLR Group's Fee	\$246,385.00
Wiggins Preconstruction's Fee	\$ 23,760.00
10% Consultant Mark-Up	\$ 27,015.00
Total Fee:	\$441,160.00

Thank you for the opportunity to provide these professional services and we look forward to our continued partnership with Snohomish County.

Sincerely,

A handwritten signature in blue ink that reads "Diana L. Brown". The signature is fluid and cursive.

Diana L. Brown, SE, Assoc DBIA
Senior Director

Encl: Exhibit A – Project Schedule
Exhibit B – OAC Services Proposal
Exhibit C – DLR Group & consultant Proposals
Exhibit D – Wiggins Preconstruction Proposal

Cc: David Jobs, OAC Services



EXHIBIT B
SCOPE OF SERVICES
for
Snohomish County New Start Center of Everett

OAC Services (Consultant) will provide Construction and Project Management services to Snohomish County (County), for the project known as *the New Start Center of Everett* (Project). These services will include consultation, design oversight, contract administration, field observation, and documentation, as required during the design and construction phases of the Project, as detailed below.

Project Description: The scope includes repairs and renovations to exterior areas, multiple interior common spaces, 77 individual guest rooms of a 2-story, 27,130 gross square foot facility, located at 1602 SE Everett Mall Way in Everett, Washington, to convert the former Days Inn Motel to transitional housing. Total lot or site area: approximately 55,757 gross square feet. The New Start Center of Everett will contain up to 77 emergency housing units and provide housing and health-oriented services. The Designer/Architect of Record on this Project is DLR Group (Designer).

Rates: Rates listed below are 2024 OAC rates. These rates are subject to 5% annual escalation that will occur on January 1 of 2025. Subconsultants are subject to 10% mark-up.

Employee Name	Position	2024 Rate	2025 Rate
Diana Brown	Senior Director	\$235	\$247
Molly Hunter	Senior Project Manager	\$220	\$231
TBD	Project Manager	\$195	\$205
Mary Ganz	Assistant Project Mgr.	\$165	\$173
Molly Boone	Senior Project Coordinator	\$160	\$168

The Consultant will work with the County to understand and formalize goals, objectives, and risks.

The project includes multiple funding sources, including an ARPA grant.

Fees: The contract will be hourly, not to exceed as shown below:

Position	Hours	Total Fee
Senior Director	89	\$21,203
Senior Project Manager	274	\$61,732
Assistant Project Mgr.	290	\$49,130
Senior Project Coordinator	33	\$5,384
	Subtotal	\$137,449
	Expenses	\$6,551
	Total	\$144,000



CONSTRUCTION AND PROJECT MANAGEMENT SERVICES

Consultant, on behalf of the County will provide day to day management of the project and act as a representative of the County to the Designer, Contractor, and other vendors. The specific features of work are outlined below in three main tasks: Task 1 – Preconstruction, Task 2 - Construction, and Task 3 – Closeout and Warranty. Throughout all phases, Consultant will liaise with all project members on a regular basis to discuss project issues and status. Consultant will self-manage Consultant Team, comprised of Consultant's staff and its subconsultants, if any. Consultant will work with City inspectors to maximize efficient use of time for County and Consultant, reducing duplication of effort but providing needed service and checks and balances.

DLR Group will provide the design and construction services under OAC's contract as provided in their attached proposal and scope (Exhibit C). Wiggins Preconstruction will provide construction cost estimating under OAC's contract as provided in their attached proposal and scope (Exhibit D). OAC will manage these consultants to provide the scope described in their scope of services.

Task 1 – Design Management

1. OAC will provide overall management of the design activities which will include the following: design coordination, design scheduling, progress meetings, design review, constructability review, coordination of design comments, and provisional master schedule.

Task 2 - Preconstruction Services (Design & Procurement)

1. Accompany County and Designer on a plans-in-hand site visit to acquaint Consultant with the Project, design plan, and site.
2. Design Document Review:
 - a. 100% Design Development Constructability Review
 - i. Setup of Bluebeam Studio session.
 - ii. Participate in Designer-led kickoff meeting to discuss status and process for the review of the 60% set of documents.
 - iii. Review of 60% Plans, Project Manual/Contract Provisions and Preliminary Engineer's Estimate, paying attention to design completeness/coordination/conflicts, constructability, and facility maintenance.
 - b. 100% CD, Construction Documents Constructability Review
 - i. Setup of Bluebeam Studio session.
 - ii. Participate in Designer-led meeting to discuss status and process for the 100% set of documents.
 - iii. Review of 100% Plans, Project Manual/Contract Provisions and Preliminary Engineer's Estimate, paying attention to design completeness/coordination/conflicts, constructability, and facility maintenance.
 - c. Interior design services include working with the County and Designer to select, coordinate and specify interior finish materials, furniture, fixtures, and equipment (FF&E).
 - d. Perform cursory review on permit documents and application process led by Designer.
3. Document Control. Establish and maintain document filing and tracking systems, following County guidelines. Collect, organize, and prepare documentation on the Project.
 - a. Electronic documentation will be stored in a Project File, using Dropbox, managed, and hosted by the Consultant. The General Contractor, once awarded, will provide a web-



based shared platform for the project. Access will be provided to the County, Consultant, Designer, and other Subcontractors during the project.

4. Review General Contractor's prepared construction contract and provide comments as necessary.
5. County to provide Division 0 & 1 specifications. Consultant will review and provide comments as necessary.
6. Public Relations
 - a. Prepare monthly project status updates and coordinate with County for inclusion of updates on County website.
7. Risk Register
 - a. Consultant will develop and manage a risk register to identify and mitigate project risks. Meetings with Stakeholders will be scheduled to track and document status. The Risk Register will be maintained throughout the design process and will inform contingency amounts for the project.
8. Budget Management:
 - a. Track project funding sources, totals received and conditions.
 - b. Assist in determination of County or Contractor led scope including:
 - i. Special Inspections
 - ii. Hazmat Abatement
 - iii. Low Voltage
 - iv. Commissioning
 - v. Signage
 - vi. Security
 - vii. Access Control
 - viii. FF&E
9. During Bidding period: (Task 1)
 - a. Assist County and Designer in analyzing bidder questions, as needed.
 - b. Assist County and Designer in researching and preparing Addenda, as needed.
 - c. Assist County and Designer in checking and analyzing bids and bidders.
10. Participate in preconstruction conference.
11. Provide one set of preconstruction photographs.
12. Coordinate with Contractor and Designer on behalf of County for Groundbreaking Ceremony

Deliverables

- *Monthly status updates*
- *Preconstruction photos, digital files on electronic storage medium*
- *Risk Register*
- *100% Design Development Constructability review*
- *100% Construction Document Constructability review*



Task 3 - Construction Phase Services

Contract Administration

2. Coordinate with the County, construction contractor, Designer, appropriate agencies, adjacent property owners, and utilities.
3. In concurrence with progress estimates, provide the County with brief construction progress reports, highlighting progress and advising of issues with recommendations for resolution that are likely to impact cost, schedule, or quality/scope.
4. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and request revised schedules when needed. Advise County of schedule changes.
5. Supply Chain Management:
 - a. Analysis and comment on the contractor supply chain management plan.
 - b. Analyze and comment on the contractor's procurement plan.
6. Progress Meetings:
 - a. Participate in regular (usually bi-weekly) progress meetings with the construction contractor, including County pre-briefing, and Designer. Track outstanding issues on a weekly basis.
7. Submittal Process Management on behalf of County:
 - a. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for acceptance and risk management.
8. Maintain records of material compliance documentation received and advise County of any known deficiencies.
9. Download, archive and extract data from contractor's daily reports.
10. Manage RFI (Request for Information) process on behalf of County:
 - a. Track, review, evaluate or cause to be reviewed or evaluated by other appropriate party(s).
 - b. Review RFIs for timely completion and evaluate RFIs as part of risk management efforts.
11. Change Management:
 - a. Evaluate potential change orders for entitlement, impact, and review for accuracy.
 - b. Facilitate change order review meetings for resolution of change orders.
 - c. Maintain log of all change orders including vendor, amount, status, cause, and other metrics as requested.
12. Monthly Pay Requests:
 - a. Review payment requests submitted by County contracted vendors against work in place, delivered / stored materials and project schedule. Review with County, Designer and contractor and recommend approval, as appropriate.
 - b. Evaluate construction contractor's Schedule of Values for lump sum items. Review the contract price allocations and verify that such allocations are made in accordance with the requirements of the contract documents.



13. Notify construction contractor and Designer of work found in noncompliance with the requirements of the contract.
14. Assist the County and Designer in the investigation of malfunctions or failures observed during construction.
15. Public Information:
 - a. Assist County by providing information for City to prepare media communications and public notices on Project status. Provide information for County's inclusion into a Project website and/or newsletter, if requested.
16. Maintain project budget including original budget, cost to date, remaining budget, estimated cost to complete, estimated cost at completion & variance from original budget.
17. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans.
18. Document Control:
 - a. Establish and maintain document filing and tracking systems, following County guidelines. Collect, organize, and prepare documentation on the Project.
 - b. Electronic documentation will be stored in Dropbox, managed, and hosted by the Consultant. The County and Designer will be given access for their use during the Project. In addition, the Contractor may provide access to their preferred shared document platform for use during the project.
 - c. The Dropbox site will transition to "read-only" access upon expiration of the Agreement, or upon project completion and transfer of final records, whichever occurs first. Transference of final records will include a digital copy of the files stored in the Dropbox folder. Access to Dropbox will expire following that date.

Deliverables

- *Monthly Construction Progress Reports*
- *Vendor Pay Request Review Coversheet and Signature Page*
- *Schedule Review Report*
- *Certificate Letters of Completion*
- *Final records – electronic*

Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing scheduled contact with the construction contractor, County, utilities, and other stakeholders, and monitor for adherence to the Contract Documents.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, as budget allows. Advise the County of any non-conforming work observed during site visits.
3. Prepare bi-weekly summary of observation reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed, adherence to schedule, weather, observed crew and equipment, 360-degree photo records, and other pertinent information as observed during visits.
4. Interpret construction contract documents, in coordination with Designer.
5. Evaluate and report to County issues that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.



6. Attend and actively participate in regular on-site meetings.
7. Testing. County to retain a special inspector to conduct or cause to be conducted, materials and laboratory tests. Consultant will coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform County and construction contractor of deficiencies.

Deliverables

- *Bi-Weekly summary of Inspection Reports with Project photos*
- *Multi point 360-degree photographic records*

Task 4 – Closeout and Warranty

1. Assist with preparation of certificate letters of substantial, and final Completion for County approval and signature.
2. Coordinate with Designer and contractor on behalf of the County to complete timely punch list, completion of punch list and back punch.
3. Compile and convey final Project records, transferring to the County for its archiving at final acceptance of the Project. Should Consultant's work end prior to full completion of the Project, its records will be transferred to the County prior to departure from the Project. Records will consist of electronic records on electronic storage medium.
4. Coordination with contractor on behalf of the County for warranty issues and facilitate an 11-month warranty walk.
5. Coordinate with contractor for delivery of final lien releases.
6. Coordinate with contractor for completion of certified payroll.
7. Coordinate with County and contractor for release of retention.

Alternates:

1. Consultant to coordinate and manage Furniture, Fixtures & Equipment (FF&E) services.

Assumptions:

1. Consultant services are budgeted from April 2024 through December 2025 with a single warranty walk assumed in early November of 2026.
2. The budget has been estimated and may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
3. Consultant to be reimbursed for actual cost of subconsultant plus 10% markup.
4. Permitting and Construction will not be phased.



DLR Group inc.
a Washington corporation

51 University Street, Suite 600
Seattle, WA 98101

April 9th, 2024

Molly Hunter
OAC Services, Inc.
2200 1st Ave S,
Suite 200
Seattle WA 98134

Re: Project Name: Snohomish County New Start Center
DLR Group Project No.: 73-24120-00

Dear Molly:

DLR Group is pleased to present the following proposal for professional services for Snohomish County's transitional housing. With the Due Diligence nearly complete, we are eager to continue our working relationship to provide more housing for the community. We have prepared the following proposal based on our understanding of the work to be done as described in our conversations and investigations over the last few months, with the most recent meeting Monday March, 25th Cost Estimate Review. We are excited about your project and look forward to working in partnership with you on its successful completion.

Project Description

- A. The project consists of interior and exterior renovation of an existing hotel to be converted into transitional housing at 1602 SE Everett Mall Way, Everett, WA. Total building area is approximately 27,130 gross square feet with 77 units. Total lot or site area: approximately 55,757 gross square feet.
- B. This site has issues with infrastructure, including materials and systems that have been removed due to hazardous substances abatement. Where abatement has not occurred, encapsulation will be utilized whenever possible.
- C. The building will include support spaces including tenant and staff workstations, tenant group meeting spaces, counseling room, secure file storage, staff break room, intake/decontamination room, group laundry services on top of private tenant quarters.
- D. Exterior improvements will include necessary work to make the site functional such new EV parking spaces, new bike locker storage, minor restoration of existing green areas, and site improvements to the required by The American Disabilities Act (ADA) parking.
- E. The project is potentially fully funded by an AARPA grant or at least partially funded. Total grant is estimated at \$5 million USD. Additional information found in Exhibit A
- F. There are risks involved with this project and have been identified as part of Exhibit D.

Molly Hunter
 April 9th, 2024
 Page 2

Preliminary Schedule – assumes start date of April 1st, 2024. FDOB December 2024.*

	Everett
1. Program Kick-Off	2 weeks
2. Schematic Design	3 weeks
3. Design Development	6 weeks
4. Construction Documents	5 weeks
5. Bidding	9 weeks
6. Permitting*	8-11 weeks
A. Construction Administration**	18-20 weeks

Notes:

* Based on current estimates

** Listed as an Add Service (see Fee Breakdown)

Program Kick-Off

1. Hold kick-off meeting with OAC/Snohomish project team to discuss project parameters.
2. Provide electrical engineer's assessment of existing systems.
3. Create Revit model based on record drawings and field verification observations.
4. Review design brief provided by Human Services of Snohomish County.
5. Receive approval to proceed to Schematic Design.
6. Meet with the City of Edmonds Building Department, Fire Department and Accessible Building Inspectors, as necessary to understand project parameters and city exceptions.

Schematic Design

1. Hold coordination meeting with The Client and consultants to ensure scope for all disciplines are integrated through design phase.
2. Prepare schematic floor plans and ceiling plans for building. Plans will include circulation and exiting requirements, general layout of tenant rooms, major equipment, built-in casework (massing) and typical furniture layout. Up to (1) revisions to plans included.
3. Prepare schematic design concepts for tenant and staff workstations, tenant group meeting spaces, counseling room, secure file storage, a staff break room, an intake and decontamination room, and group laundry. Up to (1) revisions to plans included.
4. Attend weekly design meetings (3 included).
5. Coordinate with MEP engineers to develop project narrative for project based on upgrades required to meet Snohomish County standards and current code.
6. Coordinate with civil engineer to provide schematic level existing and proposed civil site plans.
7. Coordinate with landscape architect to provide Schematic Landscape Plan.
8. Review proposed revisions to building with City of Edmonds for general compliance with codes and ordinances.
9. Receive approval to proceed with (1) design concept for the building in Design Development.

Design Development

1. Refine floor plans and reflected ceiling plans.
2. Provide detailed development of interior architectural elements, lighting, and millwork design.
3. Provide detailed development of exterior alterations, new trash enclosure, and site improvements.
4. Prepare (2) finish and materials schemes for review and selection of (1).
5. Attend weekly design meetings (6 included).
6. Prepare drawings for submission to City of Edmonds permitting.
7. Receive approval to submit drawings and proceed with Construction Documents phase.

Molly Hunter
April 9th, 2024
Page 3

Construction Documents + Permitting

1. Refine and present (1) finish and materials scheme.
2. Attend weekly meetings (5 included).
3. Respond to plan check comments, if required.
4. Assemble documentation for submittal to General Contractors for Bidding including code signage package.

Bidding

1. Respond to bidders' questions and issue (1) collated addendum.
2. Assist in the analysis of bids, as required.
3. Attend weekly meetings (4 included).

OAC/Snohomish County Responsibilities

1. Approve programming information to allow project design to begin.
2. Provide timely input to allow project to remain on schedule.
3. Coordinate non-architectural areas of work such as phone systems and service, installation of data cabling, etc.
4. Establish project budget and schedule.
5. Provide approval at end of each phase of the project.
6. Review and approve or reject any additional services in a timely manner.
7. Confirm abatement is complete and provide access to site as needed for drawing documentation.

Assumptions:**Architectural**

1. Planning and documentation are based on the 2021 International Building Code (IBC) with Amendments per Everett Municipal Code and applicable to local ordinances.
2. After finalization of scope of work at the beginning of the project, additional work, which may be added, will be considered a change in scope.
3. We assume that the exterior changes to the building will be reviewed at a staff level. If public hearings are required, additional fees will be requested.
4. This proposal is based on an hourly amount Not to Exceed (NTE).
5. There are not sustainability requirements associated with benchmarking the project such as LEED or City / County Agency requirements beyond WA State Energy Code.
6. Planning for the furniture will be schematic and will show typical. Actual installation drawings for the furniture will be supplied by a furniture dealer.
7. The sites have been demolished to the extent necessary for the work to start.
8. We assume one bidding group for General Contractors.
9. Formal cost estimating is not included.
10. A Hazardous Materials Business Plan or Inventory List will be provided by Snohomish County if requested during building permit review.
11. Purchase of photography, fonts, icons, and/or illustrations will be considered an additional service.
12. Custom illustration and/or icon creation will be considered an additional service.
13. Fees for multiple contract document packages are not included. It is not known, at this time, what extent is required for separate packages, or if the requirement will exist. If multiple packages are required for this project, we will provide a fee for this work once the requirement is clear.
14. Changes in the work requested by The Client after completion of an approved phase would be considered an additional service.
15. Audio Visual, Security, or low voltage consultant services are not included in the scope of the work at this time. Should they be required additional fees will be required.

Molly Hunter
April 9th, 2024
Page 4

Architectural Assumptions Continued...

16. Audio Visual, Security, or low voltage consultant services are not included in the scope of the work at this time. Should they be required additional fees will be required.
17. Upon further investigation of the site, the amount of mold and water damage is significant. If additional forensic investigation is required, it will be provided by The Client or DLR Group will procure a provider as an additional service.
18. During due diligence, the City of Everett waived the Change of Use requirement. If this is reinstated, we will submit an add service for any associated scope.
19. Decontamination Room required as part of programming. Equipment provided by Owner and inclusive of Bed Bug tent or oven.
20. See assumptions for Civil Engineering and Landscape Architect in attached Exhibit B+C.

Furniture – If selected as an add service. If not selected, scope is excluded.

1. Client to define final scope, budget and focus of funds.
2. Furniture Vendor, supplied by Snohomish County list or suggested by DLR Group. Selection of Vendor by DLR Group and not through bid process.
3. Furniture coordination for tenant rooms, break room, staff office, counseling rooms, and communal rooms on each floor.
4. Present furniture location plans with suggestions and inspirational options for finishes and materials.
5. Refine selections based on input from Snohomish County in coordination with selected Furniture Vendor and Operator (if Operator is acquired prior to the start of Design Development).
6. No End User Group meetings for tenant spaces are included in final selection of furniture.
7. Attend up to (2) Client meetings per phase, starting in Design Development.
8. Operator User Group meetings: (2) included up to 1 hour in length to review staff requirements.
9. Actual installation drawings and specifications for all furniture, including ancillary, to be supplied by selected Furniture Vendor.
10. Showroom tours with Client and Operator not included.
11. Location plans show typical furniture layout and will be used for permitting purposes only.
12. Includes (1) punch list and (1) back punch in coordination with Furniture Vendor.

Mechanical

1. Replacing in-kind all room mechanical units.
2. Existing water heaters to remain and are sufficiently sized to handle the proposed program.
3. Existing room plumbing infrastructure is serviceable.
4. All room plumbing fixtures to be replaced (bathtub, faucets, controls, toilet, lav).
5. We are assuming Type I hood for the warming kitchen.
6. Lateral is sufficiently sized and does not need to be replaced.
7. No grease interceptor required as part of warming kitchen upgrade.
8. Swimming pool is to be drained and infilled. No mechanical work is associated with this scope.
9. Existing air supply is sufficient for common space program and supporting ancillary program.
10. Sprinkler system will be design-build, provided by General Contractor.

Electrical

1. Egress lighting is required and will need to be backed up by battery power.
2. Several rooms have lighting fixtures removed and will require replacement.
3. The panel located on the first floor; laundry room will need to be replaced.
4. All receptacles will be replaced and not reused.
5. Dedicated circuits are required within tenant spaces for new PTAC units and reuse of existing circuits is included in base bid. Additional circuits for tenant rooms are excluded and will be considered an added service.

Molly Hunter
 April 9th, 2024
 Page 5

Assumptions: Continued...

Structural

1. (1) On-site Predesign Structural Observation
2. (1) Construction Structural Observation per site as needed
3. Structural support for interior remodel/build out of existing building shell

Fee Breakdown

Discipline	Base Fee	Reimbursable Expenses	Note
1. Architectural	\$113,500.00	\$5,600.00	Excludes CA Phase; updated length of bidding.
2. Mechanical	\$42,000.00	\$2,050.00	Excludes CA Phase; updated length of bidding.
3. Electrical	\$57,000.00	\$2,800.00	Excludes CA Phase; updated length of bidding.
4. Structural	\$3,500.00	\$350.00	Allowance; Excludes CA Phase
5. Civil Engineering	\$7,700.00	\$385.00	Exhibit B; Allowance; Excludes CA Phase; Base Fee includes 10% markup
6. Landscape Architecture	\$11,000.00	\$500.00	Exhibit C; Allowance; Includes CA Phase Estimate; Base Fee includes 10% markup
Grand Total	\$234,700.00	\$11,685.00	

Additional Services

Discipline	Base Fee	Reimbursable Expenses	Note
1. Architectural	\$28,000.00	\$1,400.00	CA Phase
2. Mechanical	\$14,000.00	\$700.00	CA Phase
3. Electrical	\$14,000.00	\$700.00	CA Phase
4. Structural	\$4,200.00	\$210.00	CA Phase
5. FF&E	\$26,000.00	\$1,300.00	See Assumptions.

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic and Additional Services, and include expenses incurred by the Designer and the Designer's employees and consultants in the interest of the Project. (This reimbursables estimate does not include permit fees.)

Travel Reimbursable Expenses

Travel-related expenses are estimated within the fee and invoiced as required. Items may include airfare, hotel/lodging and meal charges, miscellaneous ground transportation, Zipcars/ Ride Sharing, mileage, and other subsistence charges.

Molly Hunter
April 9th, 2024
Page 6

Other Reimbursable Expenses

Out-of-house consultants not included in fee but managed by DLR Group; electronic and hard copy reproduction costs, including large format scanning; mailing and shipping; electronic data; additional consultants; permits and fees; renderings (presentation) and models; material samples; supplies; costs of photography; and consultant fees. Client to be notified when reimbursable expenses have reached estimates listed in fee summary above. Reimbursable Expenses will be billed at a 10% markup; reimbursable expenses generated by additional services will be billed separately. Back-up documentation will be included for all reimbursable expenses.

Exclusions:

- A. Geotechnical Engineering / Reporting (contracted by owner)
- B. Critical Area Survey (contracted by owner)
- C. FFE design –Per Lance’s direction an additional service has been provided for review below the line.
- D. Project Goals or Visioning / Finish Boards
- E. AV / Low Voltage design
- F. Environmental Graphics
- G. Permit Fees
- H. Physical models
- I. Asbestos and/or hazardous material removal / testing
- J. Sprinkler / Dry / Wet Utility Shop Drawings, fabrication, and materials listing
- K. Fire Alarm and Sprinkler drawings.
- L. Value Engineering
- M. Construction management and/or inspection services.
- N. Project scheduling and/or delivery/sequencing of the project and/or building/tenant deliverables.
- O. Construction Schedule, Life Cycle, and Value Engineering Estimating / Design Services
- P. Health Department Review
- Q. Record drawing / As-Built services
- R. Furniture
 - a. Laundry room, Decontamination room, Exterior furniture not previously listed are all excluded.
 - b. 3D renderings of furniture in room. Selected Furniture Vendor may have this as a service.
- S. Structural
 - a. Wall/Floor Openings greater than 2’-0” x 2’-0”
 - b. Support of mechanical/plumbing/electrical units greater than 250 lbs.
 - c. Mechanical unit screening.
 - d. Openings in any elements deemed part of the Seismic Force Resisting System (openings in floor/diaphragm acceptable).
 - e. Standalone Structural Specifications – Structural Specifications to be provided on Architectural or Structural Drawings (as applicable).
 - f. Expansions/additions to existing floor plates.
 - g. Rehabilitation of any existing structural element found to be distressed based on Field Observations.
 - h. ASCE 41 Investigations/reports.
 - i. Investigation regarding Change in Occupancy.
 - j. Modifications of the existing building structures that may trigger existing lateral system investigation and/or retrofit.

Should any unforeseen changes in the scope of service arise, the Client will be notified of the circumstances. If Additional Services/Changes in Services are required, they will be performed as authorized by the Client.

Molly Hunter
April 9th, 2024
Page 7

Thank you for this opportunity to show our commitment to you and your client. Upon approval of this proposal, we can begin work immediately. We will follow up with a draft contract for you to review and finalize the terms of this agreement. We look forward to helping you make this project a success. Should you require any additional information or clarification, please contact Dan Murray or myself.

Sincerely,
DLR Group

Sarah E. H. Thomas
Project Manager | Associate

Encl: Exhibit A - Sno Co. NSC Everett - Concept Estimate 03.18.24
Exhibit B - Greenlake Engineering Proposal
Exhibit C - Karen Kriest Landscape Architects Proposal
Exhibit D - 240326_SnoCoNewStartsRiskRegister_r3.xlsx

cc:
Diana Brown, OAC Services
Mary Ganz, OAC Services
Dan Murray, DLR Group

Snohomish County – New Start Everett

**Proposal for
Construction Documents, and
Construction Administration**

Edmonds, WA

GREEN LAKE ENGINEERING

March 27, 2024



6045 4th Avenue NE
Seattle, Washington 98115

Phone: 206-898-4269

Email: bob.kehrli@greenlakeengineering.com



March 27, 2024

Dan Murray
DLR Group
51 University Street, #600
Seattle, WA 98101

**Subject: Snohomish County-New Start, Everett, WA
Proposal for Civil Engineering Services (#24-356-02B)**

Dear Dan:

Green Lake Engineering, LLC appreciates the opportunity to provide you with a proposal for the Snohomish County – New Start project at 1602 SE Everett Mall Way in Everett, WA. I am confident our work history with infill projects, along with our strong civil design experience will be a tremendous asset to you during the development of this project.

This proposal consists of the following:

- *Scope of Services*
- *Fee Proposal*
- *Professional Services Agreement*
- *General Conditions*
 - *Rate Schedule*

Please note we have not included the following elements. Please let me know if this is not acceptable.

- *Geotechnical, Landscape Architecture, Traffic Circulation, Survey*

If all is acceptable to you, please sign the Professional Services Agreement, and return one complete signed copy of the contract to us for our files. The returned contract should include: (1) Scope of Services, (1) Fee Proposal, (1) Professional Services Agreement (signed), (1) General Conditions/Rate Schedule, and (1) retainer check in the amount of \$1,500 which will be applied to your final invoice.

If you have questions regarding the project, please contact me at (206) 898-4269.

Sincerely,

A handwritten signature in blue ink that reads 'Robert Kehrl'.

Robert Kehrl PE - Principal

PROJECT UNDERSTANDING

DLR Group (Client) has requested a proposal for professional services from Green Lake Engineering, LLC (Consultant) for design work related to engineering and document preparation for the recommissioning of the existing motel previously operated as a Days Inn. The new use will be to provide transitional housing facilities and is currently known as “Snohomish County – New Start Everett” (Project) located at 1602 SE Everett Mall Way in Everett, WA.

The existing unoccupied motel to be upgraded includes two buildings with a total of approximately 27,130 sf with 76 rooms located on the 1.28 acre site. The project includes improvements to the site within the vicinity of the building. The scope of services includes coordination with the design team and City as well as providing schematic design.

SCOPE OF SERVICES

SCHEMATIC DESIGN

TASK 1

Green Lake Engineering will perform the following tasks related to the Schematic Design process.

- **Site Visit:** Conduct one site visit the field verify surface features identified on the site survey.
- **Coordination & Meetings:** Coordinate with the design team including the architect, mechanical consultant, and landscape architect among other consultants. Attend up to three design team meetings as requested.
- **Schematic Design Drawings:** Prepare schematic design drawings detailing proposed grading, utilities, and site improvements for the project.

SURVEY SERVICES

TASK 2

Topographic Survey:

- Topographic Survey: **to be completed by others under separate contract.**

Boundary Survey:

- Boundary Survey and map: **to be completed by others under separate contract.**

Survey As-builts:

- Field Survey construction as-builts: **to be completed by others under separate contract.**

ADDITIONAL SERVICES – TIME AND MATERIALS (T&M)

TASK 3

- Green Lake Engineering assumes additional services requested by the client not identified within the above scope of services will be completed on a time and materials basis. These services will be listed in detail in the applicable monthly invoices.

SUBCONSULTANT SERVICES

TASK 4

- Green Lake Engineering assumes that any required sub-consultants including survey, electrical, mechanical (pump design), geotechnical, etc. will be contracted directly with the client.

REIMBURSABLE EXPENSES

TASK 5

- Customary reimbursable expenses mean the actual expense incurred directly in connection with the Project. The following schedule applies for Reimbursable Expenses:

Vehicle mileage is reimbursed at the rate of \$0.65 per mile for Project related travel.

The following project-related expenses are reimbursed at cost plus 10 percent:

- Copy and Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage

GREEN LAKE ENGINEERING, LLC

6045 4th Avenue NE, Seattle, WA 98115
206-898-4269

PROJECT ASSUMPTIONS

- A survey will be provided in AutoCAD for our use.
- The proposed site plan will be provided in AutoCAD for our use.
- All sub-consultant fees such as survey, electrical, mechanical (pump design), geo-technical, utility locates, etc., are not included in this proposal and will be contracted individually and directly with client.
- Public storm drain and sanitary sewer main extensions will not be required to service the proposed site. Existing on-site trunk lines contain sufficient capacity to serve the proposed building. System-wide improvements will not be required.
- A geotechnical report will be provided for our use, if necessary.
- Site improvements to the campus will be limited to the limits of the existing property, aside from a new water service line.
- Plumbing/MEP consultant will provide sizing criteria for civil utility services upgrades to the proposed building.
- Landscaping plans including decorative pavement, scoring layout and irrigation design will be provided by the landscape architect.
- Changes in site plan, lot layout or configuration by Client after final engineering approval by Client may result in additional services.
- Design and coordination related to power and communication utilities, as well as the gas service are not included as part of this scope but may be shown on our plans for information only.
- The client is responsible for payment of any application fees, outside consultants not identified in this proposal, and outside printing and material costs as necessary to complete this project.
- Design for improvements to within the public right-of-way aside from a new water service line are not included in the scope of work but can be provide for an additional fee.
- It is assumed contractor pay requests will be reviewed by others.

PROJECT EXCLUSIONS

- Arborist's Report and Geotechnical Report.
- All Permit/Application fees including the research to determine fee amounts.
- Traffic control plan.
- Assistance with SEPA document preparation.
- Design of pumps for sewer and stormwater conveyance.
- Water system modeling.
- Sanitary sewer basin flow generation report or analysis.
- Design related to the control of fats, oils, and grease (FOG) or other contaminants into the sanitary sewer or storm drain system.
- Grading and drainage design over structural elements.
- Engineering as-builts.
- BIM modeling.
- Payment of permit fees.
- LEED or other building sustainability coordination or processing.
- Structural wall calculations/design.
- Any environmental remediation related services or exhibits.
- Work not covered in the above-described scope of services.

GREEN LAKE ENGINEERING, LLC

6045 4th Avenue NE, Seattle, WA 98115
206-898-4269

FEE PROPOSAL

The fees for the above scope of services will be billed on a Lump Sum (LS) basis in conformance with the attached Standard Fee Schedule, plus reimbursable expenses as outlined above within the reimbursable expense summary and is broken down as follows.

Task #	Description	Fee/Budget
Task 1: Schematic Design		
	<i>Site Visit</i>	\$500
	<i>Coordination & Meetings</i>	\$2,000
	<i>Schematic Design Drawings</i>	<u>\$4,500</u>
	Total:	\$7,000

Task 2: Survey Services

By Others

Task 3: Additional Services: Time and Materials

- Green Lake Engineering assumes additional services requested by the client not identified within the above scope of services will be completed on a time and materials basis. These services will be listed in detail in the applicable monthly invoices.

Task 4: Sub-Consultant Services

- Green Lake Engineering assumes that any required sub-consultants including survey, mechanical (pump design), landscape architecture, traffic circulation, geotechnical etc. will contract directly with the client.

Task 5: Reimbursable Expenses

Per Contract Agreement

GREEN LAKE ENGINEERING, LLC

6045 4th Avenue NE, Seattle, WA 98115

206-898-4269

RATE SCHEDULE

Schedule of Fees and Reimbursable Expenses
January 1, 2024

PROFESSIONAL SERVICE FEES

Fees for professional services are based on the time expended on the Project and the hourly fee rate for the professional or support staff performing the service. The following hourly rates will be used for additional services that are not defined in the approved scope of services.

Principal	\$150
Civil Engineering	
Project Manager	\$140
Project Engineer	\$130
Senior Project Designer	\$125
Project Designer	\$110
Project Inspector	\$100
Project Assistant	\$ 85

REIMBURSABLE EXPENSES

Customary reimbursable expenses mean the actual expense incurred directly in connection with the Project. The following schedule applies for Reimbursable Expenses:

Vehicle mileage is reimbursed at the rate of \$0.65 per mile for Project related travel.

The following project-related expenses are reimbursed at cost plus 10 percent:

Copy and Reproduction Services
Travel Expenses, other than private vehicle mileage
Express Postage



FEE PROPOSAL

Karen Kiest | Landscape Architects (KK | LA, LA) is pleased to submit the following fee for Landscape Architectural Services to DLR(Architect) for New Start Center of Everett (Project). The proposal assumes:

1. The site is located at 1602 SE Everett Mall Way, Everett.
2. Project scope and work limits are understood as follows:
 - o Original site layout, including parking lots generally will remain as is.
 - o New sitework at building perimeter, i.e. pavements, trees, other plantings, where disturbed
 - o Refinement of the design of the exterior spaces based on the Planning and Zoning Entitlement and Project Program Documents.
 - o Assume additional site amenities, including smoking area.
 - o Coordinate work with fencing design (by Others) based on the Planning and Zoning Entitlement Documents.
 - o Potential Bike Lockers/Other storage units.
 - o Potential Pet Run.
 - o Minimal new site lighting assumed.
 - o Irrigation is not assumed, but may be provided.
3. Additional areas of improvements will be addressed as an extra service as warranted.
4. Proposal assumes no-minimal permitting required.
5. Project includes the following phases: Schematic Design through Construction Administration.

This attached scope of services constitutes our entire agreement. Please indicate your acceptance by signing and returning one copy.

Accepted by:



Karen S. Kiest
Owner

Name	Date
-------------	-------------

I Scope of Work

- A. Karen Kiest | Landscape Architects (Landscape Architect) will provide landscape architectural design services for the following scope items through all project phases:
 - 1. Planning and design for site and streetscape improvements.
 - 2. Finish treatments of pedestrian paving as coordinated with Architect or Civil.
 - 3. Finish treatments of landscape structures, including landscape walls, exterior stairs and ramps, gates, and other site structures.
 - 4. Site furnishings, including: benches, flagpoles, bicycle racks, and trash receptacles.
 - 5. Irrigation for planting areas downstream from the mainline point of connection.
 - 6. Location of site lighting fixtures.
- B. Landscape Architect will coordinate work closely with the Architect and the Architect's consultants for the following items:
 - 1. Selection of lighting fixtures and electrical requirements.
- C. Landscape Architect will coordinate work closely with the Civil/Mechanical/Electrical Engineer consultant for the following items:
 - 1. Drainage of pavements and planting areas.
 - 2. Location of utilities and irrigation controls.
 - 3. Participation and documentation of applicable GSI requirements.
- D. Landscape Architect will provide landscape architectural design services for the following scope items as an additional service:
 - 1. Other feature design.
- E. The Architect and the Architect's other consultants shall be responsible for the engineering of all site utilities and all civil, mechanical, electrical and structural engineering of the scope items listed in this Section.
- F. Construction documents will be prepared per Architect format; plans will be prepared on AutoCAD; specifications will be prepared per specified format and software.
- G. Landscape Architect shall coordinate Scope of Services closely with the Architect and other consultants. Attend project meetings to facilitate coordination.
- H. Landscape Architect shall prepare documents to reasonably conform to applicable codes and regulations of government bodies having jurisdiction over the work at the time of preparation. Should design approvals from such government bodies be required during the course of the project, the Architect shall be solely responsible for securing all such approvals.

II Scope of Services

A. Schematic Design Phase

1. The following preliminary design tasks are to be completed within this phase:
 - a. Participation in meetings with the project Team.
 - a. Review existing site conditions at project site and immediate environs.
 - b. Prepare site sketch plans.
 - c. Prepare preliminary CADD site layout plan that fixes and describes site elements including, but not be limited to: pedestrian pavement, planting areas, and site furnishings.
 - d. Prepare colored (M-color or hand color) for submittal as required.
2. Provide input to the Developer's cost estimators as requested.

B. Design Development

1. Upon review of the schematic design package and approval to proceed from the Architect and the Developer, Landscape Architect shall prepare design development documents and studies. Design development services include the following:
 - a. Participation in meetings with the project Team.
 - b. Prepare site layout plan that fixes and describes site elements including, but not be limited to: pedestrian pavement, planting areas, and site furnishings. Establish control grades for pedestrian and planting areas.
 - c. Prepare a site landscape plan that identifies location of all trees, areas of shrub massing, ground covers and lawn areas, and any other landscape materials. Tree types shall be identified and a preliminary plant list included which identifies shrub types to be used on the project but not necessarily their exact location.
 - d. Prepare an irrigation zone plan that identifies point of connection, areas and types of irrigation and other irrigation requirements.
2. Work with Civil Engineer:
 - e. Coordinate grading information with civil engineer.
3. Prepare drawings for building permit submittal
4. Prepare drawings for pricing.
5. Prepare a written outline specification for scope of work.
6. Provide input to the Developer's cost estimators as requested.

D. Construction Documents

1. Upon review of the design development package and approval to proceed from the Architect and the Developer, Landscape Architect shall prepare Permit drawings and specifications. These documents shall set forth in detail the requirements for the construction of the Landscape Architecture components of the project. Construction documents services shall be the following:
 - a. Participation in meetings with the project Team.
 - b. Address review comments from the Client and City.
 - c. Preparation of 100% construction documents and specifications.
 - d. Prepare layout plans for site landscape. Coordinate dimensioning of site elements with architecture and civil drawings.
 - e. Prepare site details required for the construction of the site elements defined on the layout plans, excluding site details requiring structural services.
 - f. Prepare site planting plans that will specifically locate and identify all trees, shrubs, and ground covers, including plant schedules and required planting details.
 - g. Prepare irrigation plans and details showing the proposed irrigation system and connection to the main line and building water system service.

- h. Prepare complete technical specifications for the sections pertaining to the Landscape Architecture components of the Project in the format prescribed by the Architect.
 2. Work with Civil Engineer:
 - a. Coordinate grading information with civil engineer.
 3. Provide input to the Developer's cost estimators as requested.

D. Bid/Construction Administration

1. Upon authorization to proceed from the Architect, Landscape Architect shall provide assistance to the Architect during the bidding and negotiation of the project. Bidding services shall be the following:
 - a. Prepare Addenda Documents and interpret Bid Documents as part of the services of this phase.
 - b. Assist the Architect, the Developer and the Construction Manager in obtaining and evaluating bids or negotiated proposals, and in awarding and preparing contracts for construction of the Landscape Architecture components of the Project.
 - c. Evaluate and respond to bidders' inquiries, requests for additional information, or clarifications relative to this portion of the work.
2. Upon authorization from the Architect to proceed, Landscape Architect shall provide construction observation services during the construction of the project, including:
 - a. Review the Contractors' shop drawing submittals, product samples and product data for conformance with the Contract Documents for use in the Landscape Architectural components. The review process shall be coordinated with the Architect. All submittal review shall be performed with reasonable promptness in accordance with the Submittal Schedule provided by the Contractor and approved by the Developer and the Architect.
 - b. Provide documentation of revisions requested or approved by the Developer, to incorporate such revisions into the Contract Documents and the Civil Engineering portion of the work. Assist the Architect in evaluating Change Orders for the Landscape Architecture components.
 - c. Working with the Landscape Contractor, confirm the plant material source(s) for the plants to be installed.
 - d. Visit the site at periodic intervals during the construction of the Landscape Architecture Components and to determine, in general, if such work is proceeding in accordance with the Contract Documents. Four (4) site visits are assumed.
 - e. Prepare typed field reports or punchlists indicating the status of construction for each of the site visits performed.
3. Landscape Architect shall endeavor to secure compliance by the contractor to the plans and specifications. On the basis of its observations while at the site, Landscape Architect will keep Architect informed of the progress of construction. Landscape Architect may recommend to the Architect the rejection of work failing to conform to the design intent of the contract documents. Landscape Architect shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Landscape Architect shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

III Exclusions to Scope of Work

Architect shall provide the following information or services required for performance of the work. Landscape Architect assumes no responsibility for the accuracy of this or any information or services supplied by Architect, their consultants, the Architect, or the Architect's other consultants and shall not be liable for errors or omissions therein. Should Landscape Architect be required to provide services obtaining this information, or altering our work due to errors or omissions, such services shall be charged as Extra Services.

1. Presentations at hearings, community group or review committees beyond that described herein.
2. Plan processing or costs of permits and fees.
3. Cost estimating for items other than defined herein.
4. Contract document record drawings reflecting changes and addenda issued during construction.

IV Extra Services

Extra services shall be provided only upon Architect's request and approval, and will be billed according to the Landscape Architect Hourly Fee Schedule. Extra services include but are not limited to the following:

1. Preparation of revisions to approved drawings when such revisions are inconsistent with data or approvals previously given by the Architect or the Developer.
2. Changes in the design program, budget or schedule.
3. Providing services as listed in the Exclusions to Scope of Work.
4. Any other service not described within the scope described herein.

V Time for Performance

Landscape Architect shall complete the Scope of Work in a timely manner, and will coordinate our schedule with the Architect and other consultants as necessary to provide responsive service and submittals. Should the project schedule be unreasonably delayed for reasons outside of Landscape Architect's control, Landscape Architect shall have cause to request an adjustment in the professional fees established for the project.

VI Fees

A. Hourly Rates

Fees for services described herein, and any extra services shall be based on following Fee Schedule.

Principal	\$150.00
Sr. Landscape Architect/Designer	\$125
Landscape Architect/Designer	\$80.00-\$100

B. Fees

Fees for professional services for this scope of work shall be billed as authorized on a percent complete basis/T&M NTE as follows:

<u>Phase</u>	<u>Total</u>
Schematic Design	2,000
Design Development	2500
Construction Documents	4,000
Bid/Construction Administration	1,500
TOTAL	\$10,000

C. Expenses

Reimbursable expenses are in addition to compensation for professional services and include expenditures required by the Project or requested by the Architect or Owner, such as major printing and reproduction, travel outside King County or similar project related expenses.

Anticipated Direct Expenses	\$500
-----------------------------	-------



Diana Brown
OAC Services, Inc

April 9, 2024

Dear Diana,

Thank you for inviting Wiggins Preconstruction Services to join your team on this important project. Below you will find a fee proposal to perform cost estimating services for the **Snohomish County New Start Center - Everett**. This proposal of **\$23,760** covers a two deliverables as shown.

Estimate Level: DD Estimate

Scope	Hours	Rate	Ext.
Project Management & Meetings	4	\$165.00	\$660
Civil / Site Improvements Cost Estimating	4	\$165.00	\$660
Architectural & Structural Cost Estimating	32	\$165.00	\$5,280
Mechanical, Electrical, & Plumbing Cost Estimating	20	\$165.00	\$3,300
Estimate Presentation, Adjustments, & Pricing Break Outs	8	\$165.00	\$1,320
Fee Subtotal:			\$11,220

Estimate Level: Construction Documents (CD)

Scope	Hours	Rate	Ext.
Project Management & Meetings	4	\$165.00	\$660
Civil / Site Improvements Cost Estimating	4	\$165.00	\$660
Architectural & Structural Cost Estimating	40	\$165.00	\$6,600
Mechanical, Electrical, & Plumbing Cost Estimating	24	\$165.00	\$3,960
Estimate Presentation, Adjustments, & Pricing Break Outs	4	\$165.00	\$660
Fee Subtotal:			\$12,540

***Fee Total: \$23,760**

*Estimating Fees Clarifications

Fees include all expenses.

Fees are for construction cost estimating only. Soft costs estimating is excluded.

Respectfully,

Matt Wiggins

Principal

Wiggins Preconstruction Services

M: 360.870.5100 **E:** mattw@wigginsprecon.com

EXHIBIT C
COMPENSATION

DESIGN SERVICES, NEW START FACILITY EVERETT

The County shall compensate Contractor at the hourly rates set forth in the Hourly Rate Table, plus materials, in an amount not to exceed the Contract Maximum. Hourly rates set forth in the Hourly Rate Table are direct labor hours that reflect wages, general and administrative expenses, and profit. As outlined in **Section 3** of this Agreement, Contractor shall submit to the County a properly executed invoice and cost certification indicating the hours of work performed per discipline (as set forth in the Contract Compensation Chart below) plus materials, and the amount due. Subject to **Section 8** of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

Contract Compensation Chart:

Contract Compensation Chart by Discipline	
Discipline	COST
Design Construction Management	\$144,000.00
Architecture	\$131,010.00
Mechanical	\$48,455.00
Electrical	\$65,780.00
Structural	\$4,235.00
Civil Engineering	\$8,895.00
Landscape Architecture	\$12,650.00
Cost Estimating	\$26,135.00
Total Contract Maximum	\$441,160.00

The Contractor may shift funds within Disciplines set forth in the Contract Compensation Chart subject to the

- a. following conditions: Funds may be shifted between Disciplines set forth in the Contract Compensation Chart with prior written approval from the County's Project Manager.
- b. The contractor exceeds the Contract Maximum, at its own risk.

Hourly Fee Rate Table

OAC Services	
Position	2024 Rate
Senior Director	\$235
Senior Project Manager	\$220
Project Manager	\$195
Assistant Project Manager	\$165
Senior Project Coordinator	\$160
DLR Group	
Senior Expert	\$385
Expert	\$385
Practice Leader	\$292
Project Leader	\$259
Senior Professional	\$226
Professional II	\$193
Professional	\$160
Professional Support	\$127
Technical / Clerical	\$99
Green Lake Engineering	
Position	Rate
Principal	\$165
Project Manager	\$143
Senior Project Designer	\$138
Project Designer	\$121
Project Inspector	\$110
Project Assistant	\$94
Karen Kiest Landscape Architects	
Position	Rate
Principal	\$165
Senior Landscape Architect / Designer	\$138
Landscape Architect / Designer	\$110

- a. All fees shall comply with Prevailing Wage.
- b. Additional positions may be added as necessary to support the project with prior written approval from the County's Project Manager.
- c. Adjustments may be allowed annually as necessary with prior written approval from the County's Project Manager.

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

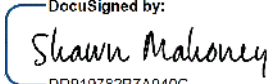
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

CONTRACTOR NAME: **OAC Services, Inc**

By:  Shawn Mahoney

Title: CEO

Date: June 25, 2024

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 1352 0348-0046
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
 (See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee: Subawardee _____ Tier _____, if known : Congressional District, if known :4c	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: _____ Date:	
Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Federal Use Only:		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

EXHIBIT E

CIVIL RIGHTS ASSURANCES CERTIFICATION

AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

The funds provided to Contractor are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

The Contractor understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through Snohomish County, the Contractor named below (hereinafter referred to as the "Contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Contractor's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or fund made available through the Department of Treasury.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor's program(s) and activity(ies), so long as any portion of the Contractor's program(s) or activity(ies) is federally assisted in the manner prescribed above

The Contractor certifies the following:

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil

Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.
5. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Contractor and Contractor's subgrantees, contractors, subcontractor, successor, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.

7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.
9. Contractor must provide documentation of an administrative agency or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Contractor makes sub-awards to other agencies or other entities, the Contractor is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Contractor Name: OAC Services, Inc.

By:  Shawn Mahoney

Title: CEO

Date: June 25, 2024

SNOHOMISH COUNTY

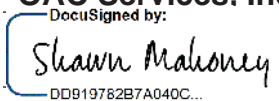
3000 ROCKEFELLER AVENUE, M/S 404

CONTRACTOR COST CERTIFICATION FORM

1. I have the authority and approval from the Contractor to request reimbursement from Snohomish County from the County’s allocation of the CLFR as created in Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) for eligible expenditures included on the corresponding invoice for the reporting period referenced in the Agreement.
2. I understand Snohomish County will rely on this certification as a material representation in processing this reimbursement.
3. I certify the use of funds submitted for reimbursement from the CLFR under this Agreement were used only to cover those costs in accordance Section 9901 of the American Rescue Plan Act of 2021, the regulations as promulgated by Department of Treasury (Treasury) at 31 CFR Part 35, as amended, and Department of Treasury FAQs and guidance.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. I have reviewed the Section 9901 of the American Rescue Plan Act of 2021, the Treasury regulations at 31 CFR Part 35, as amended, and Treasury FAQs and guidance and certify costs meet the parameters set forth therein. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the Section 9901 of the American Rescue Plan Act of 2021, Treasury’s regulations at 31 CFR Part 35, as amended, and Treasury FAQs and guidance shall be returned to the County for return to the Treasury.
5. I understand the Contractor receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced for the County upon request and may be subject to audit by state and/or federal representatives.
6. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
7. I understand funds received pursuant to this certification cannot be used for expenditures for which the Contractor has received any other funding (whether state, federal or private in nature) for the same expense.

By signing this document, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

CONTRACTOR NAME: **OAC Services. Inc.** _____

Signature:  _____
DD919782B7A040C...

Name and Title: Shawn Mahoney _____ CEO

Date: June 25, 2024 _____