

Local Agency Real Estate Professional Services Lump Sum Consultant Agreement

Agreement Number: OCC23/2-3(C)

Does this Require DES Filing? Yes No

Firm/Organization Legal Name (do not use dba's): Bottemiller and Associates, LLC	
Address 35504 NE 92 nd Court, La Center, WA 98629	Federal Aid Number N/A
UBI Number 604 720 676	Federal TIN or SSN Number 86-3405265
Execution Date Date of the Last Party to Sign	Completion Date 12/31/2026
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title 2023-2025 ON-CALL CONSULTANT SERVICES	
Description of Work ENGINEERING SERVICES Appraisal Review <i>To accomplish numerous On-Call projects within the stated On-Call discipline whereby Snohomish County does not have sufficient staff and/or expertise to meet the required and specific needs of the County during the 2023-2025 On-Call period.</i>	
<input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$22,555,000.00

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THIS AGREEMENT, made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between Snohomish County, a political subdivision of the State of Washington, hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and SERVICES, deemed to be satisfactory by the AGENCY, rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES specified in section I "Description of Work", unless otherwise specified in section XVII "Special Provisions." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Lump Sum Agreement: Payment for all consulting SERVICES under each Task Assignment shall be on the basis

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of a lump sum "Maximum Amount Payable" as shown in the Task Assignment Cost Estimate.

1. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the Task Assignment cost estimate unless modified by amendment prior to the CONSULTANT exceeding this amount. No minimum amount payable is guaranteed under this AGREEMENT.

B. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of SERVICES under this AGREEMENT, contingent, if applicable, upon receipt of all reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final post-audit to begin the appeal process to the AGENCY for audit findings.

V. Compensation

The CONSULTANT shall be paid for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed the amount shown in each individual Task Assignment cost estimate. Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise specified in Section XVII "Special Provisions." The CONSULTANT'S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT's accounting records pertaining to this AGREEMENT shall be available for inspection by the representatives of the AGENCY, the State and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under

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the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An audit may be performed on this AGREEMENT.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation

The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT'S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting

The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII "Modification of Agreement." All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance require in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, 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 CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or SERVICES required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims,

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demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

IX. Nondiscrimination

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Compliance with Laws and Regulations

The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "REGULATIONS", which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination

The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination of prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

The CONSULTANT 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 CONSULTANT of their compliance with the requirements of Chapter 2.460 SCC. If the CONSULTANT 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 CONSULTANT's obligations under other federal, state, or local laws against discrimination.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the above grounds.

4. Information and Reports

The CONSULTANT shall provide all information and reports required by the REGULATIONS; or directives issued pursuant thereto, and shall permit access to its books, records, accounts or other sources of information, and its facilities as may be determined by the AGENCY to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited

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to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) cancellation, termination, or suspension of this AGREEMENT in whole or in part.

6. Incorporation of Provisions

The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the AGENCY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In Addition, the CONSULTANT shall be paid for any authorized extra work completed.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the

CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the AGENCY and their officers and employees against and hold harmless the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to the AGENCY, their agents,

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officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT'S professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

XIV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.56 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the

AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

None.

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY’s authorized representative.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” in the heading on page one (1) of this AGREEMENT.

By _____

Title _____

Date _____

By _____

Title Executive Director

Date _____

**CONTRACT TEMPLATE ONLY
REVIEWED ONLY:**

George B. Marsh
Deputy Prosecuting Attorney
Date:

SNOHOMISH COUNTY
2023-2025 ON-CALL CONSULTANT SERVICES

GENERAL SCOPE OF WORK

The objective of the AGREEMENT is to provide "On-Call" services for AGENCY projects to provide routine and/or emergency assistance when the AGENCY does not have the resources or expertise available to perform said work. The General Scope of Work within this AGREEMENT includes general requirements for the stated discipline(s)/subcategories noted below. TASK ASSIGNMENT issued under this AGREEMENT, shall include all services, materials, and equipment necessary to accomplish the work specific to a project.

This AGREEMENT shows a Maximum Umbrella Amount Payable of \$22,555,000 for this Discipline. Each consultant firm selected has been designated a separate contract number under this AGREEMENT.

- (1) The CONSULTANT shall provide On-Call services in the Appraisal Review subcategories only within the Engineering Services discipline on an On-Call and as needed basis as requested by the AGENCY in writing for specified projects, (per Exhibit "A-2" for each TASK ASSIGNMENT issued). The AGENCY, in entering into this AGREEMENT, does not guarantee that any services shall be requested nor guarantee any specific dollar amount of work during the term of this AGREEMENT.
- (2) The CONSULTANT shall not begin any work under the terms of a TASK ASSIGNMENT issued under this AGREEMENT until authorized in writing by the AGENCY. All TASK ASSIGNMENTS shall be completed by the date shown under "Completion Date" in the formal task assignment document as specified in the attached Exhibit "A-2". A prior written approval issued by the AGENCY is required to extend the established completion time of a TASK ASSIGNMENT issued under this AGREEMENT.
- (3) The CONSULTANT shall respond in writing within five (5) calendar days of a request for services from the AGENCY with a proposed Detailed Scope of Work, Schedule, and Cost Estimate for completing the requested services, based upon the rates specified in the attached Exhibit "D". Following receipt and approval of the foregoing, the AGENCY shall prepare a TASK ASSIGNMENT in the form specified in the attached Exhibit "A-2".
- (4) The CONSULTANT shall initiate the specified work within fifteen (15) calendar days of receipt of a written Notice to Proceed and approval of the TASK ASSIGNMENT, Detailed Scope of Work, Schedule and Cost Estimate, unless otherwise stated in the TASK ASSIGNMENT issued.
- (5) The CONSULTANT shall provide the necessary services to the level that is warranted by the specific project.
- (6) In the case of an emergency situation, the AGENCY may ask the CONSULTANT to perform emergency services. In such case, the CONSULTANT shall respond and perform in a timely manner to satisfy AGENCY needs. A written TASK ASSIGNMENT shall be issued within two working days of the commencement of emergency services under this provision.
- (7) No new work, TASK ASSIGNMENTS or TASK ASSIGNMENT amendments, may be issued after December 31, 2025, all existing TASK ASSIGNMENTS must be completed by December 31, 2026.

The CONSULTANT shall prepare such information and studies as may be pertinent or necessary, or as may be requested by the AGENCY, in order for the AGENCY to evaluate the features of the work. The CONSULTANT shall make such minor changes, amendments, or revisions in the detail of the work as may be required by the AGENCY. Such minor changes or revisions do not constitute a "Changes of Work" item as described in Section X of the AGREEMENT. When alternatives are being considered, the AGENCY shall have the right of selection.

ITEMS TO BE PREPARED AND/OR FURNISHED BY THE CONSULTANT:

The CONSULTANT shall furnish all services and labor necessary to complete USPAP (Uniform Standards for Professional Appraisal Practice) compliant Narrative Appraisal Reports that follow WSDOT Standards as set forth in the WSDOT R/W Manual Chapter 4, the WSDOT Appraisal Report Guide, and Federal Regulations as defined in 49 CFR part 24. In the event of conflict or dispute in determining correct appraisal procedures that are not addressed in the standards noted above the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book, 2016 or later edition) will be the determining authority. Appraisals will use the Washington Pattern Instruction (WPI) 150.08 definition of Fair Market Value. Under 49 CFR, the acquiring agency is required to take an active role in developing the scope of work. However, it is the ultimate responsibility of the appraiser to develop a complete scope of work and produce a credible appraisal report. The County requires a summary (accounting) page and a 'personalty' page.

Snohomish County shall be listed in the appraisal report as the client and intended user. Appraisals shall be addressed to the Right of Way Supervisor. Other intended users are the Snohomish County funding partners as applicable. Appraisals will be provided to the property owners as a courtesy for negotiation purposes; however, the property owner is not and shall not be listed as an intended user. No restricted appraisals will be accepted (they are unacceptable for public disclosure). No appraisals with confidential comparable data that cannot be independently verified will be accepted.

In addition to all other elements on the comparable write-up page, the appraisal report shall provide the date the sale was verified, the name of who verified the sale, the name of whom the transaction was verified, and how they were contacted (the phone number, the email address, in-person interview or some means that the reviewer can verify the data if necessary). The appraisals will use the Washington Pattern Instruction (WPI) 150.08 definition of Fair Market Value.

Essential to the appraiser's conclusion of highest and best use is the determination of the larger parcel. The appraiser must make a larger parcel determination in every appraisal conducted under these Standards. The appraiser's analysis that led to the larger parcel determination and the determination itself must both be reported. Because the ultimate determination of highest and best use is the appraiser's to make, and that determination cannot be made until after considerable investigation and analysis has been completed, the appraiser's conclusion as to the larger parcel is sometimes different from the specific parcel that was requested to be appraised by the Snohomish County. In such an instance, the appraiser shall inform Snohomish County of his or her determination of the larger parcel and Snohomish County shall amend the appraisal assignment accordingly. The appraiser is responsible for requesting from the County any additional title reports/information necessary to complete the assignment. Note that once the County accepts and understands the reasoning for the larger parcel determination, that determination will be shown on the final project right of way plans.

Valuation of temporary construction easements (TCE) are based on the reasonable cost of restoring the property to a condition of equal value to before the TCE (appraiser needs to verify and document whether this is being done by Snohomish County or needs valuation), plus the fair market rental value of the occupied property for the term of the occupancy, plus any appropriate reduction in rent during the occupancy on contiguous property in the same ownership and devoted to the same use, plus any permanent loss in the value of the occupied property (or contiguous property in the same ownership and devoted to the same use), caused by the temporary occupancy. If the occupied property can be rented for a lesser use during the term of the temporary occupancy, the measure of damages is the difference in the fair market rent before the occupancy and the fair market rent during the occupancy. [WPI 15.06.02 - Just compensation for temporary occupancy of property]

The appraisal consultant is to identify and select specialists appropriate for the assignment (land use planners, septic designers, landscapers, wetland biologists, sign companies, etc., etc.) that they will hire and manage. Specialist costs shall be incorporated into the comprehensive appraisal project bid. The contract can be amended if property inspections indicate a specialist is needed that was not anticipated when the project was bid, but time is of the essence. In planning the project, the County may have completed many of these specialist reports, at least to the extent of the project parameters, and the appraiser is responsible for checking and requesting if that information is available. At

all times, the appraiser should question the reasonableness of the specialist's conclusions against what they see and know about the subject property, and reconcile any perceived discrepancies with the specialist. Making hypothetical conditions or extraordinary assumptions about the subject property that are otherwise discoverable are unacceptable. The appraiser is responsible for their reliance on all opinions that are in the appraisal report.

The appraiser must offer an opportunity for the property owner to accompany them on a site inspection and the appraisal must document that owner contact. This is a necessary tool in a subject property inspection, and will assist the right of way agent in preparing for negotiations. The appraiser is expected to convey owner questions and concerns in the owner contact write up. Owner contact is an essential, necessary and required part of the appraisal service. Snohomish County expects the consultant appraisers to be willing to make an extra effort to meet with the owners, and if there are problems or questions meeting that obligation, contact the County (County R/W Supervisor, Agent or Reviewer).

The appraiser is required to fully explain the physical facts which cause the remainder to suffer a loss in value (damages) and the market facts that justify such a conclusion. Special benefits should be discussed with the review appraiser prior to incorporation in the appraisal.

The appraisal must note and explain all Hypothetical Conditions and Extraordinary Assumptions, as well as what impact using them will have on the valuation. The appraiser is strongly encouraged to discuss their use with the review appraiser before inclusion in the analysis.

The selected appraiser will meet with the project management team to discuss and walk the project.

The appraiser agrees to work closely with the review appraiser throughout the appraisal process in an effort to minimize corrective actions that may be required by the review appraiser after delivery of the appraisal report for review. All corrective actions requested by the review appraiser must be adequately addressed by the appraiser and in a timely manner.

Each Task Assignment will have specific Assignment Conditions in addition to these General Criteria. As necessary these conditions will be developed with the selected Appraisal Consultant.

All materials, including metadata and digital photographs used and/or prepared in each TASK ASSIGNMENT issued, shall become and remain the property of Snohomish County and may be used by it without restriction. Such unrestricted use not occurring as a part of this On-Call Program shall be without liability or legal exposure to the CONSULTANT.

ITEMS TO BE FURNISHED BY THE AGENCY:

The AGENCY may furnish the CONSULTANT copies of plans, profiles, cross sections or documents which are available to the AGENCY that will facilitate the preparation of the plans and studies within the limits of each TASK ASSIGNMENT issued under this AGREEMENT.

Exhibit A-2

Scope of Work (Task Order)

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

ENGINEERING SERVICES

Lead Division or Department: Public Works, Engineering Services

Description: Engineering Services may be administered under eleven separate subcategories: (1) Acquisition and Relocation Services; (2) Appraisal Services; (3) Appraisal Review Services; (4) Bridge Engineering; (5) Civil Engineering; (6) Construction Management; (7) Environmental Site Assessment; (8) Geotechnical; (9) Hazardous Materials; Asbestos and Lead-Based Paint Surveys/Testing; (10) Materials Testing Services and (11) Survey.

(3) Appraisal Review Services

Services performed under the Appraisal Review Services subcategory may include but are not limited to: Appraisal review and consulting services. All appraisal review services will be performed by professionals who are licensed as Certified General Real Estate Appraisers by the State of Washington and who are on the Washington State Department of Transportation (WSDOT) Consultant List of approved appraisal reviewers and shall be in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). Services may also be required to conform with the Washington State Department of Transportation (WSDOT) Right of Way Manual Appraisal Guidelines in accordance with 49 CFR 24 and promulgated in the Uniform Standards for Federal Land Acquisitions (USFLA), Manual 3 Acquisition Projects of the Washington State Recreation and Conservation Funding Board, Salmon Recovery Funding Board, and other state and federal agencies if applicable.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to the following page of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within two working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Formal Task Assignment Document

2019 – 2021 SNOHOMISH COUNTY ON-CALL TASK ASSIGNMENT

Name of Project: _____
Project Number: _____
Discipline: Engineering Services
Task No.: _____ Completion Date: _____

The County desires to authorize services pursuant to the AGREEMENT entered into with Bottemiller and Associates, LLC and executed on _____ and identified as Agreement No. OCC23/, On-Call Consultant Services for Appraisal Review.

All provisions in the AGREEMENT remain in effect except as expressly modified by this TASK ASSIGNMENT, and are incorporated herein by reference.

ATTACHED TO THIS TASK ASSIGNMENT

- Scope of Work
• Cost Estimate

The Total Amount Authorized under this TASK ASSIGNMENT, inclusive of all fees and other costs is \$_____. No other payment shall be allowed unless a TASK ASSIGNMENT Supplement for changed Scope of Work has been signed and authorized before work is performed.

All work under this TASK ASSIGNMENT shall be performed pursuant to the terms, conditions, specifications, and limitations contained in the AGREEMENT.

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

Consultant Signature

Approving Authority

Date

Date

Exhibit B
DBE Participation

No DBE or SBE Goal Required.

Preparation and Delivery of Electronic Engineering and Other Data

CONSULTANT shall provide documents, exhibits, electronic files, or other presentations to the COUNTY in the formats defined per applicable TASK ASSIGNMENTS issued under this AGREEMENT.

Exhibit D
Prime Consultant Cost Computations

CONSULTANT shall provide cost estimates, in the format defined in the attached Exhibit K-1, per applicable TASK ASSIGNMENT issued under this AGREEMENT.

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VII "Sub-Contracting" of this AGREEMENT. If sub-consultant participation becomes necessary, the sub-consultant shall provide cost estimates, in the format defined in the attached Exhibit K-1, per applicable TASK ASSIGNMENT issued under this AGREEMENT.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Agreement Number: OCC23/2-3(C)

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Snohomish County Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Bottemiller and Associates, LLC, whose address is 35504 NE 92nd Court, La Center, WA 98629 and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to any requesting federal agency in connection with this AGREEMENT, and is subject to applicable State and Federal laws, both criminal and civil.

Bottemiller and Associates, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Snohomish County Official

I hereby certify that I am the:

- Snohomish County Executive
 Executive Director

of Snohomish County, Washington, and that Bottemiller and Associates, LLC or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to any requesting federal agency, in connection with this AGREEMENT, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Error! Reference source not found.

Agreement Number: OCC23/2-3(C)

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bottemiller and Associates, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 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 Federal 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.

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 \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Bottemiller and Associates, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFQ-22-006SB* are accurate, complete, and current as of 09/30/2022**

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offeror and the Government that are part of the proposal.

Firm: Bottemiller and Associates, LLC

Signature

Title

Date of Execution***:The Date of the Last Party to Sign

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$1,000,000.00

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$1,000,000.00

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the AGENCY'S project manager to notify the Director of Public Works or AGENCY Engineer regarding the potential design error(s). (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or AGENCY Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the CONSULTANT regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate AGENCY staff should represent the AGENCY and the CONSULTANT should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or AGENCY Engineer, or their representatives, negotiate a settlement with the CONSULTANT. The settlement would be paid to the agency or the amount would be reduced from the CONSULTANT'S agreement with the AGENCY for the services on the project in which the design error took place.
- There is not a mutual agreement regarding the alleged consultant design error(s). The CONSULTANT may request that the alleged design error(s) issue be forwarded to the Director of Public Works or AGENCY Engineer for review. If the Director of Public Works or AGENCY Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to arbitration or litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim.

If the Agency project manager, Director of Public Works and Agency Engineer, agree with the consultant's claim, send a request memo, including backup documentation to the Consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the Consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;

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- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit K
Sample Consultant Documents

EXHIBIT K-1
Consultant Cost Estimate (sample)

Date: Jan. 1, 2019
For: Snohomish County Public Works – Right-of-Way
Project: Puget Park Drive Extension

Parcel#	Appraisal Type / Description	Rate
1	Summary Report	\$2,500
2	Summary Report	\$2,500
3	Restricted Report	\$1,000
4	Restricted Report	\$1,000
5	Restricted Report	\$1,000
6	Restricted Report	\$1,000
7	Restricted Report	\$1,000
8	Restricted Report	\$1,000
9	Restricted Report	\$1,000
10	Restricted Report	\$1,000
11	Restricted Report	\$1,000
12	Summary Report	\$2,000
13	Restricted Report	\$2,500
14	Restricted Report	\$1,000
15	Restricted Report	\$1,000
16	Restricted Report	\$1,000
17	Restricted Report	\$1,000
18	Restricted Report	\$1,000
19	Restricted Report	\$1,000
20	Restricted Report	\$1,000
21	Restricted Report	\$1,000
	Total	\$26,500

PREPARED BY:

XYZ Company
PO Box 92-1
Everett, WA 98201

EXHIBIT K-2
Consultant Invoice (sample)

XYZ Company
PO Box 92-1
Everett, WA 98201
425-XXX-XXXX

Invoice Date: Feb. 25, 2019
Invoice Number: 1001
Project Name: Puget Park Drive Extension
Task Assignment No. TA#2
Period: 1/1 – 1/31/19

Parcel #	Description of Services Rendered	# of Hours Worked	Dates Worked	Rate
3	Site inspection and owner contact	5.0	1/2/19	\$1,000.00
4	Site inspection and owner contact	5.0	1/5/19	\$1,000.00
5	Site inspection	3.5	1/6/19	\$700.00
7	Highest and Best Use Analysis, 2 nd site inspection	5.0	1/8/19	\$1,000.00
11	Site inspection	3.5	1/15/19	\$700.00
12	Draft report	5.0	1/18/19	\$1,000.00
13	Owner contact	2.5	1/21/19	\$500.00
14	Site inspection and owner contact	5.0	1/21/19	\$1,000.00
15	Site inspection and owner contact	5.0	1/22/19	\$1,000.00
14	Site inspection	2.5	1/24/19	\$500.00
15	Site inspection	2.5	1/28/19	\$500.00

TOTAL DUE THIS INVOICE:

\$8,900.00