



**Snohomish County**  
Purchasing & Contracting  
(425) 388-3344  
[purchasing@snoco.org](mailto:purchasing@snoco.org)

# REQUEST FOR QUALIFICATIONS

**RFQ NUMBER:** RFQ-24-002TB

**REQUEST FOR QUALIFICATIONS (RFQ) TITLE:**

**Design Services, New Start Center of Everett**

**DUE DATE: 2/1/2024 - not later than 11:00 a.m., Local Time**

**Qualifications are hereby solicited.**  
**Email submittals to [purchasing@snoco.org](mailto:purchasing@snoco.org).**

Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
6<sup>th</sup> floor Robert J Drewel Admin East Bldg  
Everett, WA 98201

Please refer to Section 1 for submittal options.

---

## **Pre-submittal Conference:**

*There will not be a pre-submittal conference for this RFQ.*

---

## **SCHEDULE**

Month/Day/Year	Event
12/27/2023	Public announcement of Request for Qualifications
1/16/2024	Questions due, in writing, not later than 3:00 p.m. local time
2/1/2024	Submittals due, not later than 11:00 a.m. Local Time
2/6/2024	*Short list and RFQ Second Phase
2/8/2024	*Begin Demonstrations if applicable
2/14/2024	*Begin Negotiations
2/29/2024	*Execute Contract

\*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information purposes only.

## RFQ-24-002TB

## TABLE OF CONTENTS

**SCHEDULE**

1. SUBMITTAL INSTRUCTIONS.....	1
2. PLAN HOLDER REGISTRATION PROCESS.....	1
3. PROJECT OVERVIEW.....	1
4. BACKGROUND.....	1
5. SCOPE OF SERVICES .....	2
6. CONTRACT LENGTH.....	4
7. SUBMITTAL REQUIREMENTS .....	4
8. EVALUATION CRITERIA.....	5
9. SUBMITTAL EVALUATION.....	5
10. RFQ QUESTIONS/CLARIFICATIONS.....	5
11. ADDENDA .....	6
12. SUBMITTAL EFFECTIVE DATE .....	6
13. INSURANCE REQUIREMENTS AND INDEMNIFICATION .....	6
14. TITLE VI (FEDERAL) NON-DISCRIMINATION.....	6
15. COUNTY NON-DISCRIMINATION .....	6
16. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION .....	7
17. PUBLIC DISCLOSURE .....	7
18. OTHER PUBLIC AGENCY ORDERS.....	7
 Submittal Packet.....	 Attachment A
FA Property Conditions Assessment.....	Attachment B
C&W Facility Report Summary.....	Attachment C
Schematic Site and Floor Plans.....	Attachment D
ARPA CLFR Pro Forma Agreement.....	Attachment E
Professional Services Specific Terms and Conditions.....	Exhibit A
Statement of Work.....	Exhibit B
Budget and Compensation.....	Exhibit C
Certification re Lobbying Final Regulations.....	Exhibit D
Civil Rights Assurances Certification.....	Exhibit E
Invoice with Contractor Certification.....	Exhibit F

## **REQUEST FOR QUALIFICATIONS RFQ-24-002TB**

### **1. SUBMITTAL INSTRUCTIONS**

Submittals shall contain all required information as defined herein and be submitted to the Snohomish County Purchasing Division no later than the date, time, and place as stated on the cover page of this RFQ or as amended. Responders are fully responsible for any and all costs incurred in the preparation and submittal of their submittals

Electronic submittal via email is preferred. An authorized representative of the responder's firm shall digitally sign the Submittal Packet's first page. For easy identification, please list the RFQ number in the subject line of the email. Electronic submittals shall be emailed to [purchasing@snoco.org](mailto:purchasing@snoco.org).

If you would like to submit a hard copy submittal, the address to hand deliver the submittal or mail via commercial carrier or post office is listed on the front page of this RFQ. An authorized representative of the responder's firm shall provide an original signature in ink on the Submittal Packet's first page. The submittal shall be sealed in an envelope. For easy identification, please list the RFQ number and the responder's company name on the outside of the envelope.

Late submittals will not be accepted and will be returned to the responders unopened if hard copy or deleted if electronic. Submittals will not be accepted at any other county location other than the Snohomish County Purchasing Division.

### **2. PLAN HOLDER REGISTRATION PROCESS**

Prospective responders must register to obtain Solicitation Packages directly from the Official Snohomish County website <https://snoco.procurement.com/Bids>

By registering, the prospective responder will be placed on the County's notification list for any forthcoming addendum or other official communications.

Failure to register as a prospective responder may cause a responder's Submittal Package to be rejected as non-responsive if the Submittal Package does not include acknowledgment of issued addenda or if the responder fails to submit revised required documents.

### **3. PROJECT OVERVIEW**

Snohomish County is seeking a qualified consultant to provide professional services for the remodel of the former Day's Inn (hotel) into a Bridge Housing facility.

### **4. BACKGROUND**

Snohomish County has purchased the 76-room hotel located at 1602 SE Everett Mall Way, Everett, WA for the purpose of transitioning individuals from being unhoused to more permanent residences. Snohomish County's Human Services Department is in negotiations with a private operator to run the facility. Snohomish County and OAC Services, Inc. are in the process of completing Planning and Zoning Entitlements for the project. Refer to the Property Condition Assessment Report by Falkin Associates (Attachment B) and the Summary of Salient Facts and Conclusions by Cushman & Wakefield (Attachment C) for information about the property at the time of the purchase.

After the property purchase, the building has gone through a complete methamphetamine decontamination process. During the process, major elements of the building have been removed including but not limited to the HVAC systems, electrical receptacles, lighting switches, light fixtures, cabinetry, etc. The assessment report will be provided to the successful consultant.

Additionally, AOC Services has completed a full building analysis to assess the physical condition of the building. The building analysis report will be provided to the successful consultant after the RFQ selection process is complete. The building analysis will be performed after the decontamination process.

## 5. SCOPE OF SERVICES

The successful consultant shall provide construction documentation, permitting assistance, bidding assistance, and construction administration services for the project based on the Planning and Zoning Entitlement and Project Programming Documentation. The documents will be provided to the successful consultant after the RFQ selection process is complete. Preliminary schematic floor plans and site plans are attached as Attachment D for reference and are subject to change. The services shall be provided in a manner consistent with the highest standard for care ordinarily provided by those who provide such services for projects of the type, scope, and complexity of the project. The services shall be performed as expeditiously as is consistent with the highest quality professional skill and care and the orderly progress of the project.

Professional services shall include, but not limited to the following:

- **Project Management**
  - Design and engineering construction documentation coordination between all disciplines.
  - Development of the design to completion.
- **Civil 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.
- **Landscape Architecture**
  - 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.
- **Architecture**
  - 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.
- Specification of movable furnishings, linens, residential equipment, etc. for the residential rooms.
- 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.
- **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.
- **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.
- **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.
- **Electrical Engineering**
  - Including Lighting Design improvements, interior and exterior
  - 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.
- **Fire Protection Systems 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.
- **Fire Alarm Systems 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.
- **Low Voltage Systems Conceptual Design**
  - Including security camera systems and internet connectivity
  - 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.
- **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.

The construction documents shall be based upon and consistent with the Planning and Zoning Entitlement Documents, Project Program Documents, and Building Analysis Report. The

successful team will demonstrate a complete understanding of the project based upon these documents.

The construction documentation 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 be adequate for the permitting of the project through all jurisdictions having authority, including but not limited to the building department, fire department, Labor and Industry, trade permits, right-of-way permits, utility companies, etc.

The 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. Snohomish County will pay for the plan reviews and permits. 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.

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.

Construction administration shall include but not be limited to answering clarifications, writing and issuing ASIs, attending construction meetings, performing construction observations, reviewing construction change order requests, reviewing construction payment applications, reviewing shop drawings, reviewing construction material submittals, attending and documenting the punch list, advising the owner on the construction schedule, etc.

## **PROPOSED CONTRACT SCHEDULE:**

<b>DATE</b>	<b>ACTIVITY</b>
February 2024	Award Contract – Begin work
February 2024 – June 2024	Construction Documentation
June 2024 – August 2024	Permitting
August 2024 – October 2024	Bidding for Construction
November 2024 – April 2025	Construction

## **6. CONTRACT LENGTH**

The contract term will be effective upon the date of contract execution for two (2) years with the option to renew for one (1) additional one-year terms subject to the “Time of Performance” and the “Termination” provisions of the County’s ARPA “Pro Forma” Agreement. Contract prices shall remain firm fixed during the contract term.

## **7. SUBMITTAL REQUIREMENTS**

The attached Submittal Packet, Attachment A, contains the RFQ submittal requirements organized in the format outlined in Section 8. Submittals shall be submitted using the Submittal Packet provided herein.

**8. EVALUATION CRITERIA:** Described in Submittal Requirements, Section 8A. to J.

<b>A.</b>	Transmittal Page	Y or N
<b>B.</b>	Plan Approach	25%
<b>C.</b>	Previous Experience / References	25%
<b>D.</b>	Team Organization and Technical Expertise	20%
<b>E.</b>	Adhere to Submittal Requirements	5%
<b>F.</b>	Sustainability	5%
<b>G.</b>	ARPA Contract	Y or N
<b>H.</b>	Legal Action	Y or N
<b>I.</b>	Conflict of Interest	Y or N
<b>J.</b>	Non-Disclosure Request	Y or N
	<b>Total</b>	<b>100%</b>

**9. SUBMITTAL EVALUATION**

- A. The County will evaluate submittals using the criteria set forth in Section 7 & 8 of this RFQ. The County reserves the right to contact respondents for clarification of items included in the submittal as needed.
- B. The County may elect to interview all of the responders or only those responders who have achieved scores within the competitive range during the evaluations. Firms selected for the interview process will be required, at their own expense, to give a presentation and/or answer interview questions.
- C. The County will rate and score interviews based on pre-determined questions and criteria. One or more of the highest ranking firms based upon the interview criteria will be deemed the "Most Qualified". The most qualified firm(s) and/or individual(s) selected will then be notified for purposes of negotiating a mutually acceptable contract.
- D. The County will attempt to negotiate a Professional Services Agreement with the most qualified firms/individual at rates of compensation that are fair and reasonable and mutually acceptable. Negotiation of an agreement shall be in conformance with applicable federal, state and local laws, regulations and procedures.
- E. In the event negotiations are not successful with the highest ranked firm, the County reserves the right to end negotiations and contact the next highest ranked firm.
- F. The County reserves the right to forego interviews and enter into negotiations with the most qualified firm/individual when deemed to be in the County's best interests.

**10. RFQ QUESTIONS/CLARIFICATIONS**

Questions shall be submitted to the Snohomish County Purchasing Division by email to: [purchasing@snoco.org](mailto:purchasing@snoco.org), or online via the purchasing portal, **not later than the date and time referenced in the Schedule on the front page**. If submitting email questions, please list the RFQ number in the email subject line when submitting questions.

- A. Verbal questions will not be answered. Questions must be in written form, by email or online. An addendum to this RFQ will be issued by the County Purchasing Division as a result of the questions generated under this competitive solicitation to all plan holders.

- B. A Silent Period is established between the time the County develops the RFQ and the time that the County recommends award of the RFQ. The Silent Period includes the issuance, submittal receipt, and evaluation of the RFQ. All responders, consultants, or individuals acting on their behalf are hereby prohibited from contacting or lobbying any County employee, official, or representative regarding this RFQ during the Silent Period other than the Purchasing Division. All communication regarding this RFQ shall be directed to the email above. Failure to observe to the Silent Period may disqualify the responder and/or delay or void the RFQ.

## **11.ADDENDA**

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFQ, the County will issue a written addendum to the RFQ. Responder must register for this RFQ to be notified of addendum and new documents on this RFQ. It is the responder's responsibility to check for addenda and other new documents on-line.

## **12.SUBMITTAL EFFECTIVE DATE**

The submittals shall remain in effect for 180 days after the RFQ due date, unless extended by mutual agreement between the County and the applicable responders.

## **13.INSURANCE REQUIREMENTS AND INDEMNIFICATION**

See "Pro Forma" Agreement Attachment E.

## **14.TITLE VI (FEDERAL) NON-DISCRIMINATION**

Snohomish County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award

## **15.COUNTY NON-DISCRIMINATION**

By signing and submitting a response to this RFQ, the submitter (firm or individual) certifies that, in the event it is awarded a contract under this competitive solicitation (i.e., becomes the "successful vendor"), and as of the date of contract award, it shall comply with the "Non-Discrimination Clause" provided below:

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

## **16. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise Snohomish County, in writing, of any current Federal Suspension and Debarment.

**Debarment Certification.** By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

## **17. PUBLIC DISCLOSURE**

Submittals received by Snohomish County in response to this solicitation become public records and are subject to Chapter 42.56 RCW, the Public Records Act. The responder should clearly identify in its submittal any specific information that it claims to be confidential or proprietary. If Snohomish County receives a Public Records Act request to view the information so marked in the Responder's submittal and the County determines that it must produce that information in response to the Public Records Act request, its sole obligations shall be to notify the responder (1) of the request and (2) of the date that such information will be released to the requester unless the Responder obtains a court order to enjoin that disclosure pursuant to RCW 42.56.450. If the Responder fails to timely obtain a court order enjoining disclosure, Snohomish County will release the requested information on the date specified.

## **18. OTHER PUBLIC AGENCY ORDERS**

The Washington State Interlocal Cooperative Act, RCW 39.34, provides that other governmental agencies may purchase goods or services on this RFQ or contract in accordance with the terms and prices indicated herein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

## **19. SUPPLEMENTAL INFORMATION**

Intentionally blank.

## ATTACHMENT A

## SUBMITTAL PACKET



### RFQ-24-002TB

Proposers shall complete and submit the entire Submittal Packet in the following format: 8.5 x 11 page size, size 11 font minimum, 20 pages maximum. Transmittal Page (8A), a cover/title page if included, resumes in section 8D, and information in response to sections 8F through 8J will not be included in the 20 page maximum.

### 8A. Transmittal Section & Digital Signature

#### RESPONDERS SHALL COMPLETE AND SIGN THE FORM BELOW

We acknowledge that all Addenda (        through        ) have been examined as part of the submittal documents.

Company Name:			
Address:		City/State/Zip Code:	
Digital Signature:		Authorized Representative / Title (Please Print Name and Title):	
E-mail:		Phone:	
		Fax:	

#### ***Please complete the following information:***

Is your firm a:

Women Business Enterprise (WBE)? Yes ☐

Small Business Enterprise (SBE)? Yes ☐

Minority Business Enterprise (MBE)? Yes ☐

Veteran Owned Business (VOB)? Yes ☐

Disadvantaged Business Enterprise (DBE)? Yes ☐

Do you have a certification number? Yes ☐

If yes, please provide certification number and state or entity who issued the number below:

Certification No.: \_\_\_\_\_ State or Entity Issued: \_\_\_\_\_

### 8B. Plan Approach

8B.1 Provide a detailed narrative of the individual's or firm's understanding of the complex elements inherent to this project, along with the proposed approach to successfully complete the tasks identified herein. Additional tasks, efforts, studies not identified herein that would be beneficial in providing a superior product should be identified; as well as any exceptional, value-added features or capabilities the consultant brings to the project. The Project Approach should also include a discussion on the consultant's intent and ability to meet the projected timeline and budget. References to successful projects completed with the same approach and management structure is encouraged.

### 8C. Previous Expertise/References

8C.1 List previous projects successfully completed by the individual or firm(s) including sub consultants within the last ten (10) years that have components that are similar in scope to the various elements of this project. Specifically, focus on adaptive reuse projects of the same type completed within a similar time frame or within a limited budget. Briefly describe services provided for each project.

8C.2 Provide a minimum of three (3) client references that have knowledge of the listed projects with up-to-date contact information including name, title, e-mail address and phone number.

1.

2.

3.

### 8D. Team Organization and Expertise

8D.1 Describe the firm's previous experience with similar projects. Include the number of years the firm has been in business and any previous or additional names under which the firm has conducted business.

8D.2 Provide a detailed narrative describing strengths and uniqueness of the proposed partnerships. Provide qualifications and experience of key personnel, including sub consultants who will be assigned to this project, and expected role and responsibilities. The successful team shall demonstrate that individuals or firms have specialized areas of expertise necessary to complete the scope of work. Detailed, individualized resumes for the project leaders may be included as an appendix to the submittal. The resume portion of the appendix shall be limited to 15 pages.

8D.3 Please describe qualifications that demonstrate the team's ability to forecast costs, develop cost savings options, meet deadlines, work with permitting agencies, and address environmental concerns. The submittal will also demonstrate knowledge of state, federal and local regulations/codes. The Consultant and sub consultants shall be licensed to perform work in the State of Washington as required for the respective discipline of work they are performing.

## **8E. Sustainability**

8H.1 The County has adopted an environmentally preferable purchasing policy which requires to the greatest extent feasible and practicable and in a manner that balances fiscal and environmental stewardship, the County shall procure and utilize environmentally preferable materials, products, and services.

Submittals shall include any sustainable related strategies, practices, services, or products that may reduce the environmental and/or economic impact of the services proposed. Proposer shall provide information on any sustainability related goals, accomplishments, and/or programs or other factors that may be of benefit to the County.

**8F. Adhere to Proposal Requirements.**

Follow, complete, and submit all information required by RFQ.

**8G. ARPA Pro-Forma Agreement:** Proposer has read the agreement in Attachment C and understands that it will be the basis for the final agreement. Additionally, the Project is subject to the Terms and Conditions of the America Recover Plan Act (ARPA), Reference Attachment E. The ARPA Terms and Conditions and related attachments are made a part of the RFQ and must be included in the final agreement with the successful proposer. The ARPA Terms and Conditions are non-negotiable.

Yes ☐ No ☐

**8H. Legal Action:** Are there any current or recent (within past five years) legal actions in progress or taken against the firm or individuals?.

Yes ☐ No ☐

If yes, please disclose:

**8I. Conflict of Interest:** Are there any business transactions and relations within the past five years that may create or be perceived to create a conflict of interest. Any business dealings or recommendations of product or firm that may be in conflict with the project shall be disclosed.

Yes ☐ No ☐

If yes, please disclose:

### 8J . Non-Disclosure Request:

If you believe any statements or items you submit to the County as part of this submittal/response are exempt from public disclosure under the Washington Public Records Act (PRA), you must identify and list them below. You must very clearly and specifically identify each statement or item, and the specific exemption that applies. If awarded a County contract, the same exemption request will carry forward to the contract records.

The County will not exempt materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not identify the entire page, unless the entire page is within the exemption scope.

If the County receives a request under the PRA to inspect or copy the information so identified by you and the County determines that release of the information is required by the PRA or otherwise appropriate, the County's sole obligations shall be to notify you (a) of the request and (b) of the date that such information will be released to the requester unless you obtain a court order to enjoin that disclosure pursuant to RCW 42.56.540. If you fail to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

- ☐ I do not request any information be withheld
- ☐ I request the following specific information be withheld. I understand that all other information will be considered public information.

For each statement or item you intend to withhold, you must fill out every box below. You should not request an entire page withheld; only request the specific portion subject to the exemption.

<b>Document Page:</b> Specify the <b>page number</b> on which the material is located within your submittal package	<b>Statement:</b> Repeat the text you request to be held as confidential, or attach a redacted version	<b>RCW Exemption:</b> Specify the RCW exemption including the subheading

For this request to be valid, you must specify the RCW provision or other State or Federal law that designates the document as exempt from disclosure. For example, potential RCW exemptions include the following:

1. RCW 42.56.230.3 - Personal information - Taxpayer
2. RCW 42.56.230.4 - Personal information - Credit card numbers and related
3. RCW 42.56.240 - Investigative, law enforcement and crime victims
4. RCW 42.56.250 - Employment and licensing - specify the applicable subheading
5. RCW 42.56.260 - Real estate appraisals
6. RCW 42.56.270 (Items 1- 17) – specify applicable subheading
7. RCW 42.56.420 - Security



## **PROPERTY CONDITION ASSESSMENT**

Days Inn  
1602 SE Everett Mall Way  
Everett, WA 98208

**Construction Consultants**



August 23, 2022

Steven Tease, Property Officer  
Snohomish County, Facilities and Fleet  
3000 Rockefeller Ave., M/S 404  
Everett, WA 98201  
Office: 425.388.3400  
Cell: 425.508.9990  
Email: [steven.tease@co.snohomish.wa.us](mailto:steven.tease@co.snohomish.wa.us)

**PROPERTY CONDITION ASSESSMENT (PCA)**

Days Inn  
1602 SE Everett Mall Way  
Everett, WA 98208

Dear Steven,

Our final report on the condition of the subject property is enclosed.

We found the property to be designed, constructed, and maintained to standards consistent with its current use and neighborhood.

Overall, the property is in fair condition.

This Property Condition Assessment was performed using the procedures provided in ASTM E2018-15, *Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process*.

We believe the enclosed report should satisfy your requirements. Should you have any questions, please contact us by email at [go@falkinassociates.com](mailto:go@falkinassociates.com) or by phone at (206) 527-3417. Thank you for the opportunity to be a part of your project.

Sincerely,

A handwritten signature in blue ink that reads 'J P Milkey'.

Jonathan Milkey  
Associate

**FALKIN ASSOCIATES**

**FALKIN ASSOCIATES**

7900 East Green Lake Drive North, Suite 208, Seattle, Washington 98103 T (206) 527-3417 F (206) 512-8150

[www.falkinassociates.com](http://www.falkinassociates.com) [Go@falkinassociates.com](mailto:Go@falkinassociates.com)

## **1. Executive Summary**

### **1.1 General Description**

This report is a Property Condition Report (PCR) for the property located at 1602 SE Everett Mall Way, Everett, Snohomish County, Washington. The property consists of two buildings (76 hotel rooms, mechanical and common spaces) and site improvements located on a 1.28-acre parcel of land. This PCR was prepared by Falkin Associates, Inc. for Steven Tease and is based on a site visit conducted on August 18, 2022.

The scope of work included a walk-through survey, identification of physical deficiencies, and preparation of this Property Condition Report (PCR).

The property owner, Jassi Singh, provided access to the building spaces and verbal building historical information (general information over the previous six years that he owned the property).

### **1.2 General Physical Condition**

The property appears to be designed and constructed appropriate to its purpose and to have adequate utility systems and appears to be free of mold. The overall condition of the property is fair.

### **1.3 Opinions of Probable Costs to Remedy Physical Deficiencies**

We identified physical deficiencies within Buildings 1 and 2 as well as on site with a total estimated cost of about \$265,000 that we recommend be repaired/replaced. See Section 6 for a cost breakdown. We also separately included cost opinions to systematically replace finishes/flooring within the individual hotel rooms.

Although the individual hotel rooms that were accessed appeared to be in fair/good condition, a number of the individual components have reached or exceeded their EUL. The flooring (carpeting and tile), paint and drywall repairs, bathroom fans (identified above for replacement), bathroom lighting, and proper sealing of the tub/surround/tile should be completed as conditions permit. The HVAC units (PTAC's) are being replaced upon failure. Our cost opinion to replace the flooring, paint, make any necessary drywall repairs, replace the bathroom lighting and PTAC's as required is approximately \$10,000 per hotel room. As you would suspect, this cost would be much greater if the exterior doors, tubs, surrounds, toilets, vanities, electrical and plumbing were replaced.

### **1.4 Deviations from ASTM E2018-15**

This property condition assessment was conducted to the baseline standard of ASTM E2018-15.

### **1.5 Recommendation**

We recommend that you consult with appropriate design/construction/inspection professionals to assess the following:

- Consult with a fire protection specialist to ensure the location, type and number of smoke detectors is adequate and replace detectors that have exceeded their Expected Useful Life (EUL)

- Conduct a roof inspection to provide a close look at the roof section above Rooms 235-245 and the north and east sides of the roof that were not visible at ground level – anticipate replacing the brown shingles with south exposure above Rooms 235 - 245

- Replace all single pane windows

- Retain an electrician/engineer to determine the remaining useful life of the electrical distribution system which has reached its EUL

- Retain a plumber/engineer to determine the remaining useful life of the plumbing system which has reached its EUL

- Maintain steel supports for the exterior stairwells – consult a structural engineer where there is excessive corrosion or provide additional stair supports

- Ensure downspouts are connected and splash blocks are provided where needed so water drains

away from the building foundations – this includes the south side of Anthem Self Storage

Remove moss from roofs and any debris from the gutters

Repair, replace, seal and stripe pavement as required

Repair concrete on 2<sup>nd</sup> level walkway to alleviate any trip hazards

Repair concrete curbs east of the existing retaining wall

Asbestos may be present in the popcorn ceilings in Rooms 245 and 111 – ensure ceiling is not disturbed or proper asbestos removal methods are employed if demolished

Provide accessibility accommodations as required

Maintain bushes and trees so they do not come in contact with the building siding or overhang the roof

Replace building fascia where deteriorated

Replace non-LED exterior lighting

Replace deteriorated/rotted exterior column trim

Paint exterior siding where required and replace broken wood siding boards (south, north, and east elevations as well as graffiti being present)

Replace the two water heaters that have exceeded their EUL

Systematic replacement/upgrade of interior components (PTAC, bathroom fans, flooring, painting, lighting, surrounds, plumbing, countertops...)

Monitor sidewalk cracks to ensure any vertical or horizontal separation does not become a trip hazard

Seal any rodent access to buildings – traps present in the water heater room and around the building perimeter

Ensure vinyl tiles in the electrical room and water heater room do not contain asbestos before disturbing/demolition

Monitor retaining wall weep holes to ensure water drains from behind the retaining wall to prevent pressure buildup

Repair concrete areas on the 2<sup>nd</sup> level walkway on the outboard side of the columns to ensure the concrete does not fall and become a hazard or is not required to provide structural support to the columns

Implement necessary safety measures so the abandon pool is not a safety hazard

Repair trash enclosure east wall

Ensure oily water separator located in the kitchen is properly maintained and emptied

We have identified the deferred maintenance items above that should be replaced upon failure or as part of a maintenance program. We have also identified recurring maintenance items or repairs (costs < \$3,000) we recommend should be addressed to prevent incurring possible additional costs in the future. In addition, other building components may likely need to be replaced or upgraded if there will be substantial future capital improvements or tenant improvements to this property. Substantial future capital or tenant improvements may also trigger other code related upgrades. It is not possible to estimate the cost of repair or upgrades associated with or impacted by future building improvements; however, for these types of items, we recommend that you consult with an architect/contractor and until which time you have specific recommendations, items that likely will need to be considered include the following:

- Electrical code upgrades or additional capacity
- Plumbing code upgrades
- Accessibility
- Seismic upgrades
- Evaluate/upgrade insulation efficiency of building

- Life safety system upgrades
- Lighting upgrades

## **Purpose and Scope**

### **1.6 Purpose**

The purpose of this Property Condition Assessment (PCA) is to observe and report on the physical condition of the subject property to assist the user of the report in decision making related to the property.

### **1.7 Scope**

The property subjected to this PCA Report consisted of two, two-story buildings (76 hotel rooms, mechanical and common spaces) and site improvements. The buildings are situated within a 1.28-acre parcel of land identified as parcel number 28051800400600 (Snohomish County Assessor's Record).

The scope of the PCA included a walk-through survey, identification of physical deficiencies, identification of capital requirements and the preparation of this PCA. The PCA was performed in accordance with ASTM E2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process. The walk-through survey included the exterior of the building, the interior (common and mechanical spaces as well as Rooms in B2 (145, 245, 132, 225, 229, 234, 211 and 111 – B1 rooms were occupied), and the site. We re-visited the site on August 22, 2022, and were able to access the northeast and east sides of the building.

Safe access to the two-story, sloped roofs was not available. We were able to observe and report on the condition of some of the sections of the roof from the ground but could not confirm the condition of the roofs on the west sides of the buildings and in a couple sections on the east and south sides.

## **2. System Description and Observations**

### **2.1 Overall General Description and History**

The subject building and property are located on the east side of SE Everett Mall Way, City of Everett, Snohomish County, Washington.

Based on the Snohomish County Assessor's website, Building 1 (B1) has two floors that are 10,716 square feet (sf) each. B1 is on the east side of the parcel and includes hotel rooms numbered 110 – 145, 210 – 245, two electrical rooms, a laundry room, and a boiler room. Building 2 (B2) has two floors that are 2,849 sf each. B2 is on the west side of the parcel and includes hotel rooms numbered 201 – 208, a boiler room which contains two water heaters, the lobby, dining area, kitchen, and a common bathroom. The two buildings were constructed in 1968.

The parcel also includes a canopy adjacent to the B2 lobby, parking, driveways, signage (south and north sides), landscaped areas on the south and entire east side, a retaining wall on the east side, an abandon pool, and trash enclosure.

### **2.2 Regulatory Information**

According to FEMA Flood Insurance Rate Maps (FIRM) 53061C1040G (effective 6/19/2020) accessed on the FEMA web site on August 18, 2022, the parcel is located within Zone X – areas determined to be outside the 0.2% annual chance floodplain.

Based on the City of Everett Municipal Code (19.03.030), the parcel is zoned Mixed Urban (MU) and the purpose and function of the mixed urban zone (MU) are:

- a. To reinforce and enhance the downtown city core that provides local and regional service, retail, entertainment, civic and public uses, as well as a variety of urban housing choices;
- b. To provide for intensive, mixed use development in areas around high capacity transit stops, including bus rapid transit and future light rail stations; and
- c. To promote high quality, pedestrian friendly developments with attractive streetscapes and public amenities.

The present use of the parcel appears to be in compliance with the MU Zoning.

### **2.3 Site**

The site is an irregular shape with the south border of the parcel running in an east west direction along E Mall Drive. The parcel extends from the SE Everett Mall Way on the west to a green area bordering the I-5 freeway to the east. The parcel extends to the north where it shares a property border with Sherwin Williams on the northwest and Anthem Storage on the northeast.

The site slopes from west to east and north to south and then drops off (steep slope) in a green area extending east to the I-5 freeway.

Storm water is drained by roof gutters and external downspouts to the surrounding asphalt paved area where the water drains to existing catch basins. *Some of the downspouts are not connected and should be re-connected and splash blocks provided to ensure water drains away from the building. The downspouts on the south side of Anthem Self Storage were no longer connected to a PVC pipe (pipe was damaged and on the ground) for drainage. As a result, water from the downspouts is draining directly to the ground surface adjacent to B2. We recommend these downspouts be repaired to drain away from B2.* The area has not received any recent rain to confirm but there does not appear to be any apparent drainage problems.

Vehicle access to the site is by two asphalt paved driveways from the SE Everett Mall Way. There are also driveways on the west and south sides of the building to the parking area (approximately 70 parking spaces) and lobby. The parcel access, driveways and parking areas are constructed of asphalt pavement. There are numerous cracks, areas of alligator cracking, and areas where oil is causing the pavement to deteriorate. *We recommend you consult with a paving contractor to seal existing cracks, repair the alligator cracking, and oil stained areas, seal, and re-stripe the paved area.*

There are painted, concrete sidewalks along the building perimeter. Although the concrete appears to be in fair/good condition, there are numerous cracks. The cracking does not yet appear to be a trip hazard with horizontal or vertical separation – these cracks should be monitored.

There is landscaping (bushes, trees, ground cover) on the east and west sides of the building and a green area on the steeper sloped, east side of the parcel. There are also trees on the north and east sides of the building that are overhanging the roof. *We recommend that you trim the tree back to minimize the amount of shading and falling debris which is likely clogging gutters and causing moss to grow on the roof.*

### **2.4 Structural Frame and Building Envelope**

The structural system of the building appears to be a concrete perimeter footing and stem walls (east side of building) where required, grade beams and footings where necessary, cast in place concrete slab on grade floor and wood framing. We observed no evidence of structural defect, deterioration, or damage.

The exterior building surface was a brick fascia (painted brick on B2) in a majority of locations which appeared to be in fair/good condition – *we recommend the masonry be sealed to prevent any water/moisture intrusion.* Painted wood siding was in the stairwells, 1st floor southeast elevation of B2, and the entire north and east elevations. There was a section of siding that appeared to be recently replaced on the northwest elevation of Building 2. *The siding in the stairwells and on the northwest*

*elevation appeared in fair/good condition. The siding on the northeast and east elevations requires painting (graffiti was also present) in most areas and repairs. The siding on the south side of B2 requires maintenance painting and repairs.*

*The architectural wood features on the west and south sides of B2 will require maintenance to prevent their further deterioration. The door trim appeared to be in fair condition. Some sections of the wooden fascia, adjacent to the gutters/building corners, was cracked or rotting and should be replaced.*

The wooden, architectural trim on the columns for the entrance canopy as well as the columns supporting the 2<sup>nd</sup> story walkway and roof overhang above the 2<sup>nd</sup> story walkway are severely deteriorated – some of the trim has been replaced. *The rotted wood does not appear to be structural, but we recommend the trim be replaced.*

The hotel room entry doors for the 76 units, laundry and mechanical rooms are metal and appeared to be in fair condition – some doors were dented, and the round door hardware cover was missing. The site manager indicated that the electronic door hardware was recently replaced. *Exterior doors have an EUL of approximately 30 years. We recommend systematic replacement of the exterior doors when they are no longer operational/functional.*

Nearly all windows are single pane aluminum. A number of windows in B2 are single pane vinyl. The windows on the east side of B1 (two windows on the southeast elevation) are a single pane of glass with wooden stops in an on-site fabricated wooden frame. *Windows have an EUL of approximately 30 years. We recommend all windows be replaced to ensure a weatherproof building enclosure as well as to conserve energy.*

The owner stated that the sloped, shingle roofs were replaced approximately seven years ago, prior to his purchasing the property. The roofs were observed from the ground since access was not available. The majority of the roof sections (black shingles) appeared to be in good condition. However, the brown shingled roof section above rooms 235 through 245 were curling and had excessive moss growth compared to the black shingles that were immediately adjacent. Also, the shingles on the north side of the building had some moss growth and debris because of the trees overhanging the roof. *The EUL of an asphalt shingle roof is 20 years. Although many sections of the roof have remaining useful life, we recommend a building envelope contractor look at the north side of the roof, the east side adjacent to the freeway (not accessible and a majority was not visible from the ground) and the roof section (brown shingles) above rooms 235 through 245.*

Access from the 1<sup>st</sup> floor to the 2<sup>nd</sup> is provided via external concrete stairs with steel and wooden supports. Some of the stairs were renovated and structural timber stringers were installed, and the stairs were connected to the stringers. The remaining stairs included a single, structural steel member where the concrete stairs were attached. Some of the structural steel supports were recently painted and rust appeared to be removed. *We recommend all steel supports for the stairs and landings be maintained and areas where excessive corrosion is present, be investigated by a structural engineer or repaired to ensure the corroded steel does not fail.*

The 2nd floor access corridor (to the hotel rooms) is concrete. There are a number of areas of cracking as well as surface concrete spalling (adjacent to the columns) that are trip hazards. *We recommend the concrete be repaired to remove the tripping hazards.*

There is a concrete retaining wall along the south boundary of the parcel extending nearly the entire length of the parcel. Although there are some cracks in the retaining wall, there does not appear to be any structural issues. *We recommend that the weep holes in the retaining wall be monitored to ensure they are draining and not preventing any water from building up behind the retaining wall and causing any excessive pressure behind the wall.*

## **2.5 Mechanical and Electrical System**

### 3.5.1 Heating, Ventilation and Air Conditioning

Heating and cooling are provided throughout the buildings by Packaged Terminal Air Conditioners (PTAC) – 208/230 volts. The EUL of a PTAC is 15 years. *The Owner stated that the PTAC's were replaced upon failure, and we recommend you continue to replace the units upon failure.*

Ventilation in the bathrooms is provided by an exhaust fan which is controlled by a switch. Bathroom fans have an EUL of 10 years and all the units observed have exceeded their useful life. *We recommend the bathroom fans be replaced with an energy saver exhaust fan that is easier to maintain (does not require complete removal) that also continuously operates at low flow (whole room ventilation) and has a moisture sensor to activate higher flow when conditions exist or occupancy sensor to activate higher flow.*

### 3.5.2 Plumbing

Plumbing consists of a mostly copper water supply pipe (visible in the spaces where the demand water heaters/storage tanks were located as well as the water heaters and the laundry room). There was some piping in the kitchen that was PEX as well as feed water to the water heaters. Visible drain, waste and vent pipe in the mechanical spaces was plastic or steel. Visible plumbing beneath the bathroom sinks as well as to the water heaters appeared to be in fair condition. We did not observe any ceilings or walls on the 1<sup>st</sup> floor that would indicate plumbing leaks from the units above (sinks, toilets, or showers). *As identified, the water supply pipe that we observed was copper, and it is likely that all the water supply pipe is copper. The HUD EUL for "hard" copper pipe is 75 years, for copper "tubing" is 50 years. Additionally, two types of copper pipe are commonly used. Type L pipe has a thicker wall and might reasonably be expected to have an EUL of 75 years or so, while Type M has a thinner wall and might reasonably be expected to have a shorter useful life of 50 years or so. We recommend that the plumbing system be examined in more detail by a plumber or engineer to determine the type and condition of the water supply pipe and provide a better estimate of remaining useful life.*

There are two, 80 gallon, 220 volt, General Electric, electric water heaters installed in B2. The water heaters were manufactured in 2008 and 2006. *The EUL of a water heater is approximately 10 years. We recommend you replace both water heaters and insulate the water lines.*

There are two Navien (NPE 240) demand water heaters that were installed in 2020 and two hot water storage tanks (175-gallon capacity) manufactured in 2014 that supply hot water to B1. Demand water heaters have an EUL of 10+ years and storage tanks of 15 years. The Certificate of Inspection for the two water storage tanks expired 7/26/2021.

There is a kitchen sink in B1 with an installed oily water separator (OWS). *Recommend you ensure the OWS is properly maintained and emptied when required to ensure oily water does not enter the sewer lines.*

### 3.5.3 Electrical

Electrical service (three phase) is provided overhead and enters B1 through a weather head and then to the electrical room. The electrical room includes 2, 1000-amp, Coast Electric switchboards (3 phase, 4 wire, 120/208 volt). *Electrical service equipment, wiring and panels have a HUD EUL of 50 years and much of the equipment continues to perform past its EUL. We recommend that the electrical system be examined in more detail by an electrician or engineer to determine the condition of the electrical components and provide a better estimate of remaining useful life.*

Interior lighting fixtures in the living area and above the sink/mirror area are LED. Lighting in the bathrooms was incandescent. Exterior lighting included LED, and some fluorescent as well as incandescent. *We recommend that as the interior and exterior lighting is replaced, that it is replaced with LED lighting.*

GFCI outlets were present in the bathrooms.

No electrical problems were reported or observed.

The electrical capacity appears to be adequate for current use.

### **3.6 Vertical Transportation**

No elevators or lifts are installed on the property.

### **3.7 Life Safety/Fire Protection**

We conducted a random fire extinguisher inspection and noted that the fire extinguishers were inspected in May 2022. Smoke detectors were installed in the units. *Unit smoke/fire detectors have an EUL of approximately 5 to 7 years and should be tested annually with batteries changed. We also recommend, as a safety precaution, that you consult with a fire protection specialist to ensure the units are properly protected and the number/location of the smoke detectors is adequate to provide for proper fire safety.* There was no fire sprinkler system or central fire detection system installed within the parcel.

### **3.8 Interior Elements**

We entered the following rooms in B2: 145, 245, 132, 225, 229, 234, 211 and 111. Room 145 (jacuzzi room) was approximately 500 sf and included a jacuzzi tub. The remaining rooms were approximately 275 sf. We did not enter any of the rooms in B1 since the rooms were occupied.

All walls and ceilings are painted gypsum board. Interior painting conditions vary from poor to fair and should be systematically painted and repairs (some cracking, paint peeling, small holes in walls...) completed as conditions permit. Some of the rooms appeared to have been more recently painted and there was evidence of additional paint/texture on what would be the seams of the 4' x 8' drywall sheet.

Paint finishes in the bathroom were in poor to fair condition possibly due to the humidity. Again, we recommend the bathroom fans be replaced to reduce humidity and the bathroom finishes be systematically maintained.

Room 111 and 245 had a popcorn finish on the ceiling. Typically, this type of finish contains asbestos. We recommend the ceiling not be disturbed and when the ceiling is replaced, proper asbestos removal methods be incorporated.

Flooring consists of carpeting (living/sleeping area) and ceramic tile (bathroom and sink area). The owner stated that the carpeting is replaced as required. One room and the laundry room had luxury vinyl plank (LVP) flooring. *We note that the carpeting in 245 had remaining useful life but the remaining carpeting has exceeded its 5 – 7 year EUL and should be systematically replaced.*

The mechanical rooms had either concrete flooring or vinyl tile (12" square). Vinyl tile (exceeded its EUL) was installed in the electrical room (sub-panels installed in this room) and the room where the two water heaters were installed. *The tile or the mastic may contain asbestos and proper removal methods may be required.*

As previously stated, lighting is LED and incandescent. We recommend as lighting is replaced it is replaced with more energy efficient LED lighting.

The vanities (countertop and fascia board only) for the sinks were constructed of either a laminate top and fascia board, a stone countertop, or a fascia board composed of particle board. *The laminate countertops were in fair condition, the stone countertops were in good condition, the laminated fascia boards were in fair/good condition and the particle fascia boards were in poor condition and should be systematically replaced.*

The undermounted sinks (beneath the stone countertops) are relatively new and in good condition as well as the top mounted sinks. Faucets appeared in fair/good condition. The toilets were also in fair/good condition.

The tubs and surrounds (3 piece surround constructed of a resin panel) appeared to be in fair condition as well as the bath fixtures. *Systematic maintenance is required to ensure there are waterproof seams between the surround panels, the panels and the tub and the tub and tile.*

#### 4. Additional Considerations

##### **Accessibility**

A Baseline Visual Accessibility Survey was conducted as part of this report. There appears to be an accessible path from the parking area to the ground floor of B2 (does not include any hotel rooms on this floor of this building). However, there is not an accessible bathroom on the 1<sup>st</sup> floor of B2 although the existing bathroom may be of adequate size to meet accessibility requirements. Also, none of the rooms on the 1<sup>st</sup> floor of B1 were designed/constructed for accessibility. There were no accessible parking spaces on site. *We recommend an accessibility consultant be retained to determine any and all accessibility upgrades for the entire property and provide the scope of work for a general contractor to estimate.*

#### 5. Document Review and Interview

##### **The following documents were reviewed:**

Chapter 19 of the City of Everett Municipal Code  
 City of Everett Assessment Records  
 Google Maps  
 FEMA Flood Insurance Rate Map  
 RS Means Commercial Renovation Cost Data  
 HVAC Equipment Life – 1995 ASHRAE Applications Handbook  
 Fannie Mae Physical Needs Assessment Guidance to Property Evaluator  
 Fannie Mae Appendix F – Estimated Useful Life Tables

#### 6. Opinions of Probable Costs to Remedy Physical Deficiencies

We identified the following significant deficiencies listed below which should be addressed in the near term:

ITEM	OPINION OF COST
Replace single pane windows	\$125,000
Roofing (limited to a select few areas, brown shingles)	\$ 25,000
Paving repair/maintenance (limited to a few select areas)	\$ 25,000
Concrete repairs (curbs and 2 <sup>nd</sup> deck)	\$ 10,000
Exterior lighting replacement (LED)	\$ 3,000
Replace deteriorated exterior column trim/fascia	\$ 15,000
Paint (only at cracked or damaged areas) exterior wood siding	\$ 30,000
Replace bathroom fans	\$ 25,000
Replace two water heaters in Building B2	\$ 7,000
Hotel room finishes & PTAC units	See note below
<b>Total</b>	<b>\$265,000*</b>

*\*Does not include building envelope, structural engineering, fire protection, mechanical engineering, electrical engineering, environmental engineering, hazardous material testing, and accessibility consulting fees.*

Note: Although the individual hotel rooms appeared to be in fair condition, a number of the individual components have reached or exceeded their EUL. The hotel room entry doors, flooring (carpeting and tile), paint and drywall repairs, bathroom fans (included above), bathroom lighting, and proper sealing of the tub/surround/tile should be completed as conditions permit. The PTAC's were replaced upon failure, and they will continue to require replacement. Our cost opinion to replace the entry doors, flooring, paint, make any necessary drywall repairs, replace the bathroom lighting and PTAC's as required is approximately \$10,000 per hotel room. As you would suspect, this cost would be much greater if the tubs, surrounds, toilets, vanities, electrical and plumbing were replaced.

The buildings were constructed in 1968 (approximately 54 years old) and many of the building components have reached the end of their expected useful life and many of them have already been replaced. With proper maintenance, many of the building components will exceed their expected useful life. We have identified the immediate deferred maintenance items above with costs greater than \$3,000 (per the scope of work associated with a Property Condition Assessment) that should be replaced upon failure or as part of a maintenance program. In addition, other building components may need to be replaced or upgraded if there will be future capital improvements or tenant improvements to this property. Future capital or tenant improvements may trigger other code related upgrades. It is not possible to estimate the cost of repair or upgrades associated with or impacted by future building improvements; however, for these types of items, we recommend that you consult with an architect/contractor and until which time you have specific recommendations, items that will likely need to be considered include the following:

- Electrical code upgrades or additional capacity
- Plumbing upgrades
- Accessibility
- Seismic upgrades
- Evaluate/upgrade insulation efficiency of building
- Life safety system upgrades
- Lighting upgrades

Physical deficiencies include both current defects and systems, components and equipment that are approaching, have reached, or have exceeded their expected useful lives, even if not currently defective. Significant deficiencies do not include minor deficiencies estimated to cost less than \$3,000, routine maintenance or capital improvements or enhancements intended to improve or reposition of the property.

## **7. Qualifications**

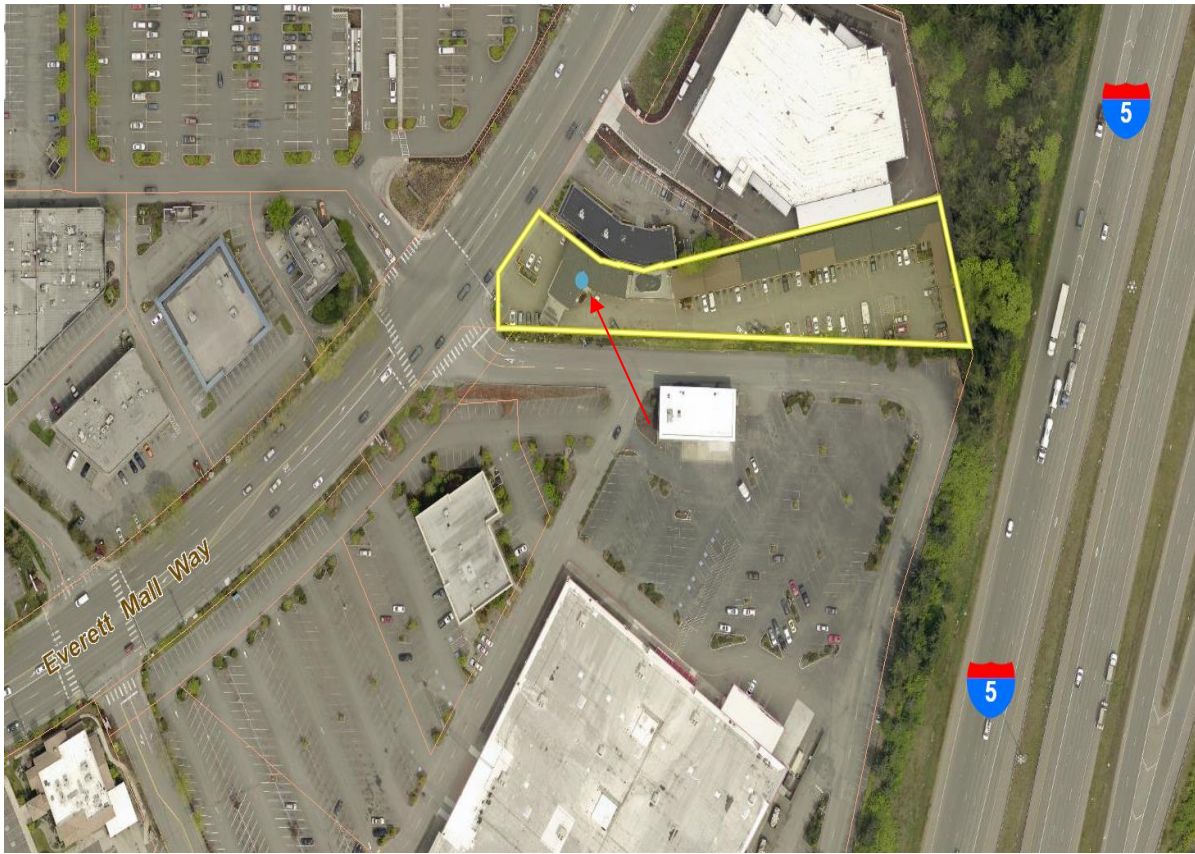
The Field Observer and Reviewer for this PCA is Jon Milkey. Jon Milkey has Bachelor's and Master's degrees in Civil Engineering and has over 30 years' experience in facilities engineering and construction management.

## **8. Limiting Conditions**

This PCA cannot be expected to eliminate the uncertainty regarding the presence of physical deficiencies and the performance of the subject property's building systems. The PCA process is intended to reduce, but not eliminate, these uncertainties. The consultant's opinions are necessarily subjective regarding workmanship, quality of the original installation, and estimates of remaining useful life. The consultant's recommendations have been determined under time constraints, formed without the aid of engineering calculations, testing, exploratory probing, removal of material, or design.

**9. Exhibits**

Photographs 1 through 103.



1602 SE Everett Mall Way,  
Snohomish County GIS

Parcel Extents and Elevations



Northwest (NW) parcel corner looking east (north parcel boundary)



West elevation



NW parcel corner looking south (west parcel boundary) – SE Everett Mall Way



SW parcel corner looking north along SE Everett Mall Way



SW parcel corner looking east along the Mall Road – South parcel boundary



Southwest elevation



Southwest elevation – B2



South elevation (east side of parcel) B1



West elevation – B1 (east side of site)



South elevation – B1 (east side of site)



SE parcel corner looking west



SE parcel corner looking north (green area adjacent to I-5)

Exterior Photos



North elevation



Gas



Disconnected downspout



Abandon ventilation



B1 – northwest elevation – wood siding



B1 – northeast elevation – wood siding



Disconnected downspout – NW corner



Broken window – west elevation



Wooden architectural feature – paint chipping



Underside of entrance canopy



Columns supporting entrance canopy



West side pavement - cracking



Retaining wall – south side of site



Retaining wall – some cracking



3 phase power – overhead lines



Trash enclosure – repairs required



Pavement alligator cracking



1<sup>st</sup> level sidewalk – some cracking



Single pane aluminum windows



Parking area – concrete cracking



Corroded steel support for stairs



Rotted wood – column wrapping, typical



Oil stained asphalt



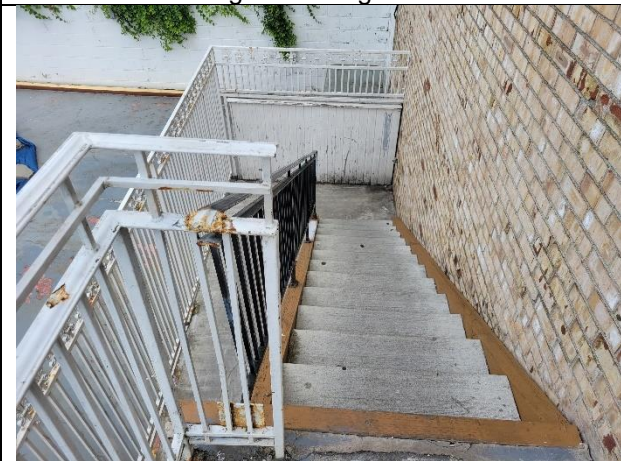
Protected stairwell



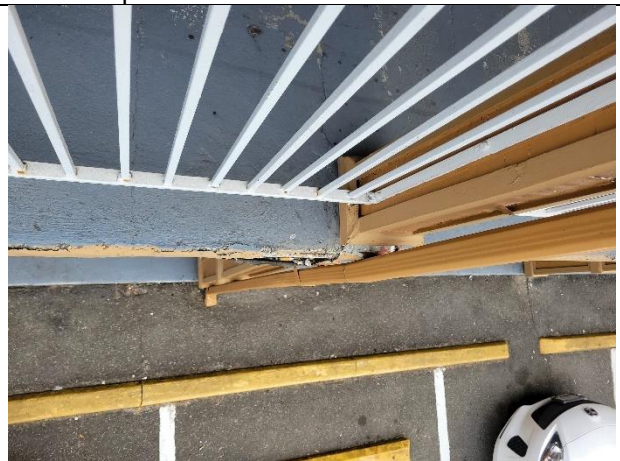
B1 2<sup>nd</sup> floor landing – cracking concrete



Abandon pool



2<sup>nd</sup> floor stairwell – new stringers



Concrete cracking adjacent to columns



Concrete – 2<sup>nd</sup> level



2<sup>nd</sup> level concrete crack – trip hazard



Exterior door and hardware



Roof above rooms 235 and 236



B1 roofs



B1 roof



B1 roof



B2 stairwell – new stringers



B2 rear entrance



B2 siding



B2 siding – peeling paint and cracked siding



Northeast elevation adjacent to the storage facility



Northeast elevation – boiler room exit door



Site electrical meter



NE parcel corner looking west (north parcel boundary)



NE parcel corner looking south (east parcel boundary)



Graffiti on lower side of east elevation



Damaged siding east elevation



Some stem wall cracking – east elevation



2 windows on east elevation

Interior Photos



Room 145 – Jacuzzi room



Room 145 vanity



Room 145 tub and surround



Bathroom 145 light and fan



Room 245



Room 245 bath fan



Room 245 tub, toilet, and flooring



Room 245 stone vanity



Room 245 single pane window



Room 132



Room 132 bath fan



Room 132 bathroom finishes



Room 132 LED light, smoke detector and HVAC



Room 225



Room 225 tub, toilet, and flooring



Room 225 bath fan and light



Room 229



Room 229 vanity



Room 229 tub, toilet, and flooring



Room 229 bath fan and light



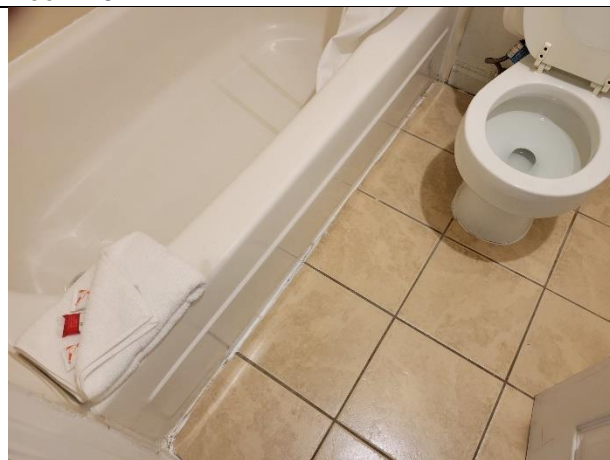
Room 229 vanity light (typical) and shelf



Room 234



Room 234 vanity and flooring



Room 234 tub, toilet, and flooring



Room 234 bath fan and light



Room 211



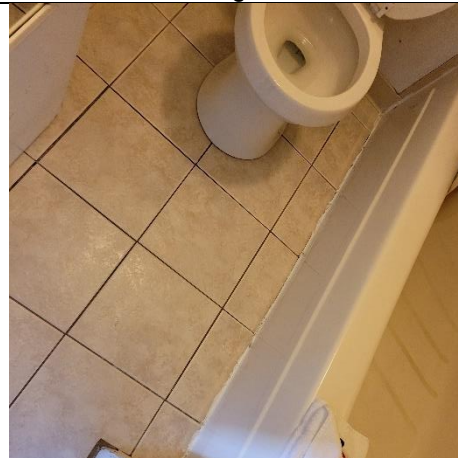
Room 211 tub, toilet, and flooring



Room 211 bath fan and lights



Room 111



Room 111 tub, toilet, and flooring



Room 111 vanity



Lobby area



Dining area



Lobby waiting area



Business area



Kitchen area with OWS



Kitchen storage area – vinyl flooring



Abandoned ducting in storage area



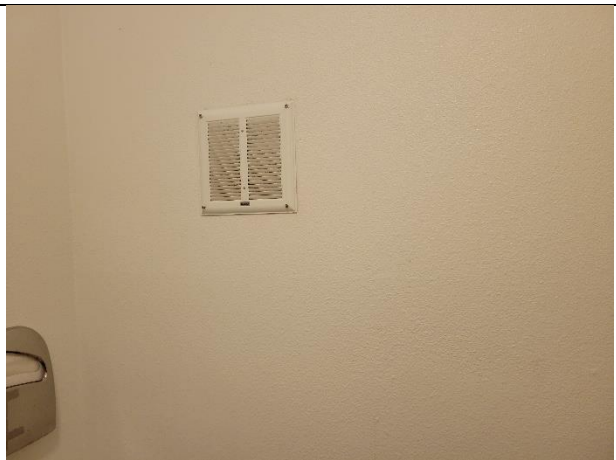
Corridor to bathroom and rear exit



Common bathroom



Common bathroom vanity top



Common bathroom ventilation fan

## Summary of Salient Facts and Conclusions

The following is an executive summary of the information that we present in more detail in the report.

Basic Information			
Common Property Name:	Days Inn by Wyndham Everett	Report Type:	Appraisal Report
Address:	1602 SE Everett Mall Way	Interest Appraised:	Fee simple
City:	Everett	Date of Value:	3/25/22
State:	Washington	Date of Inspection:	3/25/22
Zip Code:	98208	Date of Report:	5/11/22
County:	Snohomish		
Property Ownership Entity:	Mr. Jassi Barsali		
CW File Reference:	22-33001-900211		
Site Information			
Land Area Gross SF:	55,757	Site Utility:	Good
Land Area Acres:	1.28	Site Topography:	Topography is gently sloping but the site is level due to site grading
Is there Excess Land?	No	Site Shape:	Irregularly shaped
		Frontage:	Good
		Access:	Good
		Visibility:	Good
		Location Rating:	Good
Flood Zone:	X	Number of Parking Spaces:	70
Flood Map Number:	53061C1040G	Parking Ratio (per room):	0.92:1
Flood Map Date:	6/19/20	Parking Type:	Surface
Building Information			
Type of Property:	Hotel	Actual Age:	54 Years
Type of Construction:	Wood and concrete	Quality:	Average
Rooms:	76	Condition:	Average
Gross Building Area:	27,130 SF	Year Built:	1968
Number of Stories:	2	Year Renovated:	NA
		Land to Building Ratio:	2.06:1
Municipal Information			
Assessor's Parcel Identification:	28051800400600	Municipality Governing Zoning:	City of Everett
Assessing Authority:	Snohomish County	Current Zoning:	Mixed Urban (MU)
Current Tax Year:	2021-2022	Is current use permitted:	Yes
Taxable Assessment:	\$5,639,000	Current Use Conformance:	Conforming use
Assessment per Room:	\$74,197		
Current Tax Liability:	\$25,819		
Are taxes current?	Taxes are current		
Is a grievance underway?	Not to our knowledge		
Highest & Best Use			
As Though Vacant:	Development of a commercial-oriented facility as market conditions dictate.		
	As Improved:	A hotel as it is currently improved.	
Operating Data and Projections			
Trailing-12 Month Occupancy:	66.8%	Trailing-12 Month ADR:	\$96.34
Projected First Year Occupancy:	72.0%	Projected First Year ADR:	\$98.02
Valuation Assumptions			
Stabilized Inflation Rate:	3.0%		
Discount Rate:	11.00%		
Terminal Capitalization Rate:	9.0%		
Cost of Sale at Reversion:	4.0%		
Holding Period (years):	10		

**CONSTRUCTION DETAIL**

Year Built:	1968
Gross Building Area:	±27,130 square feet
Number of Stories:	2 stories
Structural Frame:	Wood and concrete
Foundation:	Poured concrete slab
Floors:	Concrete slab
Exterior Walls:	Brick
Roof:	Gabled
Windows:	Single pane windows in metal frames
Doors:	Glass, wood and metal

**MECHANICAL DETAIL**

Heating and Cooling:	Individual PTAC units in the guestrooms, lobby, and administrative areas
Plumbing:	The plumbing system is assumed to be adequate for the existing use and in compliance with local law and building codes.
Electrical Service:	Electrical service is provided by public utility and is assumed to be adequate.
Elevator Service:	N/A
Fire Protection:	Not sprinklered
Security:	Exterior and interior monitors

**INTERIOR DETAIL**

Layout:	Functionally efficient guestrooms and public areas
Floor Covering:	Carpet and tile
Walls:	Drywall
Ceilings:	Drywall
Lighting:	Fluorescent and incandescent
Restrooms:	The property features adequate public restrooms for men and women. Typically, guestroom bathrooms have a three-fixture configuration and offer tub/shower, sink, and toilet.

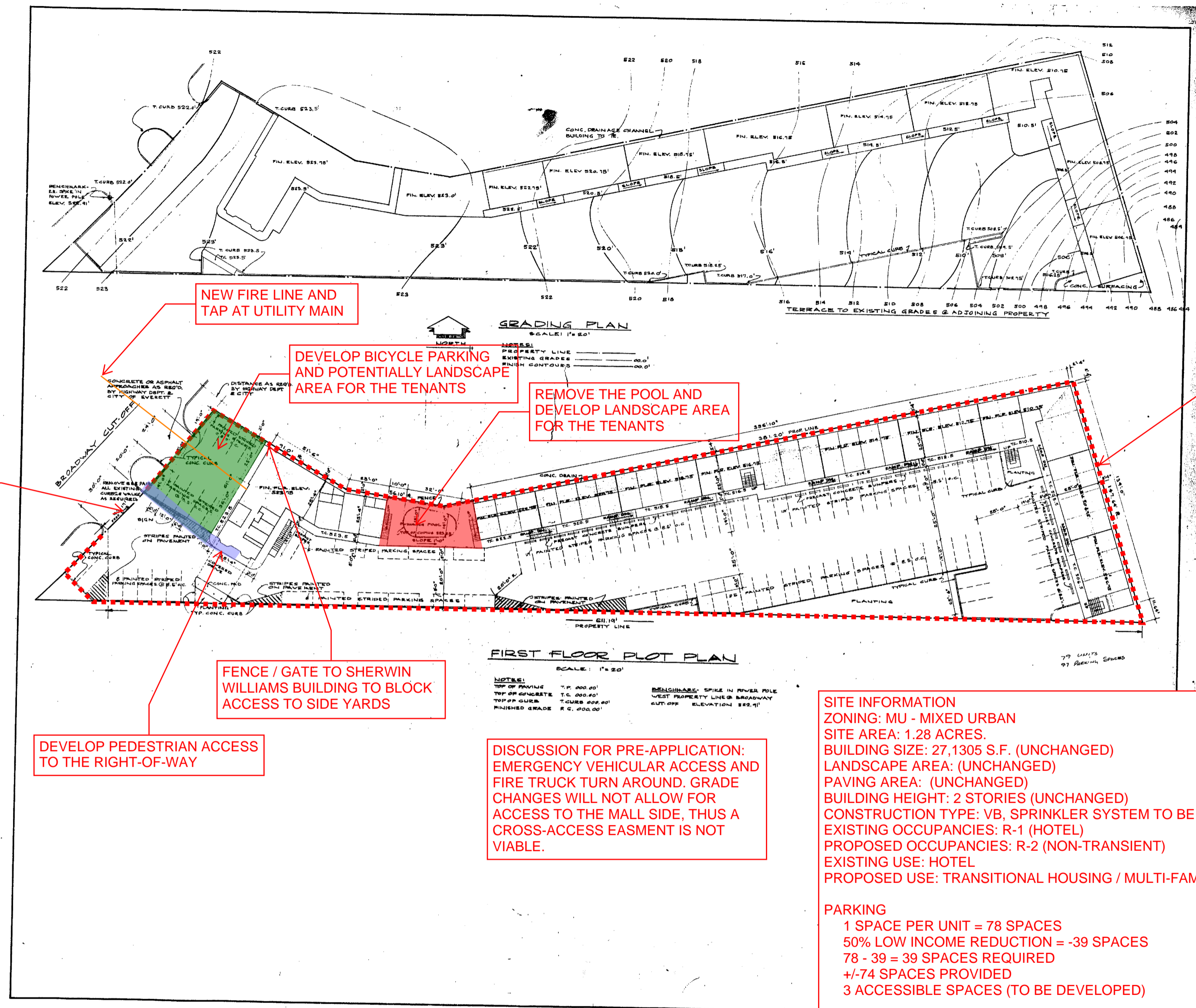
American with Disabilities Act	The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Because we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in developing an opinion of the value of the property.
--------------------------------	---

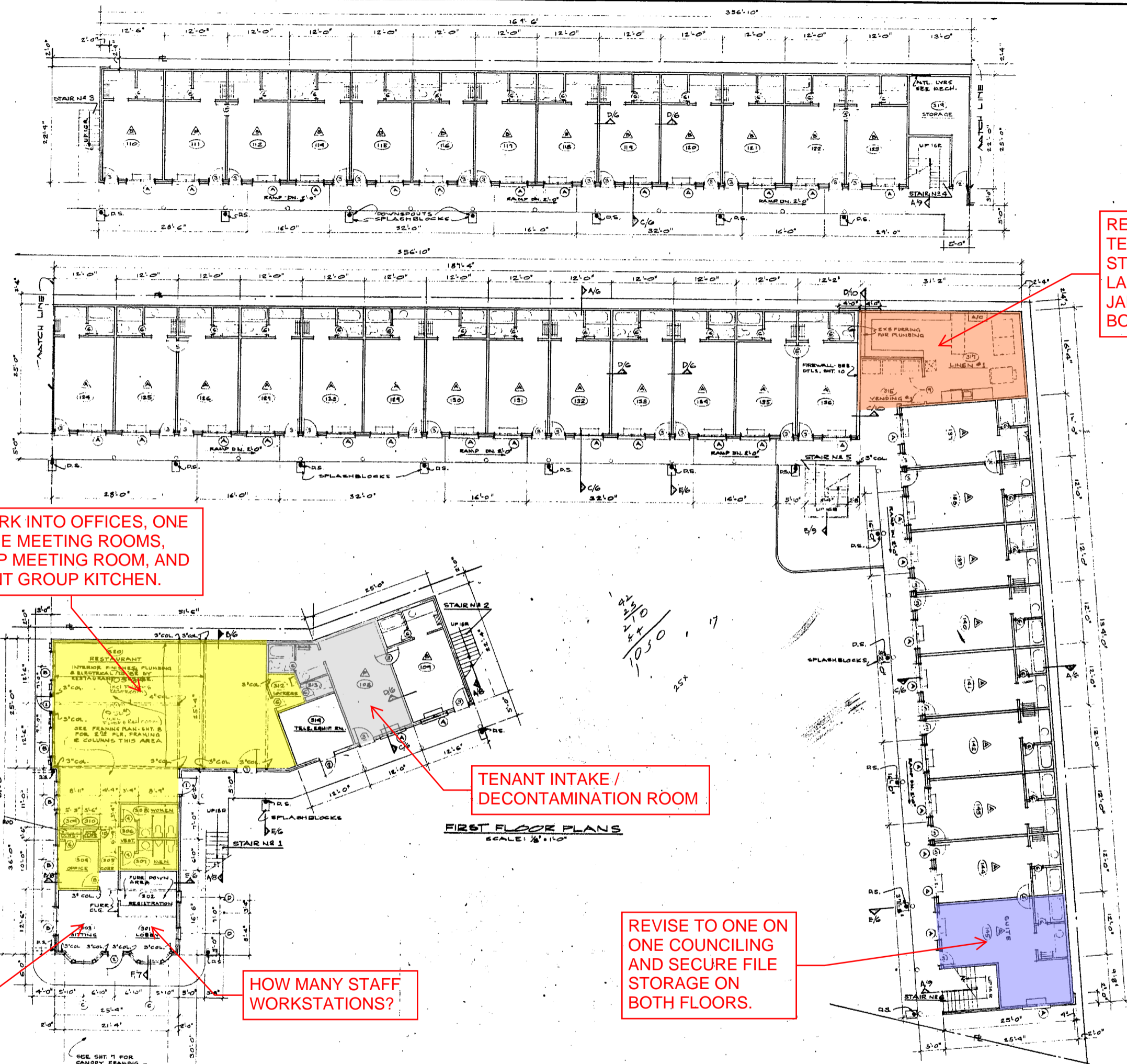
#### SITE IMPROVEMENTS

Parking Capacity:	70 spaces
Parking Description:	There are 70 parking spaces, all of which are surface spaces, resulting in a parking ratio of 0.92 per unit. Note, the subject does not conform to current parking minimums. The subject was constructed prior to the enactment of current zoning regulations and is a pre-existing, legal, non-conforming use. Parking is complimentary.
Onsite Landscaping:	The on-site landscaping include various trees and bushes.
Other:	The site improvements include a paved parking area, swimming pool, curbing, signage, yard lighting, and drainage.

#### SUMMARY

Condition & Quality:	Average Condition & Average Quality
Property Rating:	After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is average, when measured against other properties in this marketplace.
Roof & Mechanical Inspections:	We did not inspect the roof nor did we make a detailed inspection of the mechanical systems. The appraisers are not qualified to render an opinion regarding the adequacy or condition of these components. The client is urged to retain an expert in this field if detailed information is needed about the adequacy and condition of mechanical systems.
Actual Age:	54 years
Effective Age:	30 years
Expected Economic Life:	60 years
Remaining Economic Life:	30 years





REWORK INTO  
TENANT LAUNDRY,  
STAFF INDUSTRIAL  
LAUNDRY, AND  
JANITORIAL ON  
BOTH FLOORS.

REWORK INTO OFFICES, ONE  
ON ONE MEETING ROOMS,  
GROUP MEETING ROOM, AND  
TENANT GROUP KITCHEN.

TENANT INTAKE /  
DECONTAMINATION ROOM

REVISE TO ONE ON  
ONE COUNCILING  
AND SECURE FILE  
STORAGE ON  
BOTH FLOORS.

HOW MANY TENANT  
WORKSTATIONS?  
SECURITY CONCERNS?

HOW MANY STAFF  
WORKSTATIONS?

9225 BROADWAY  
A RODEWAY INN  
EVERETT WASHINGTON

PREPARED FOR MOUNTAIN STATE  
INVESTMENT BUILDERS

A. ART WILLIAMS JR.  
ARCHITECT

2110 1/2 CENTER ST. SE, TACOMA, WASH. 98148  
TEL: 253-257-1111 FAX: 253-257-1112

POSITION 864  
DATE 26 DEC 67  
DRAWN  
REVISED  
SHEET 3

CONSULTANT:  
CONTACT PERSON:  
ADDRESS:

FEDERAL TAX ID NUMBER/U.B.I. NUMBER:

UNIQUE ENTITY ID:

TELEPHONE/FAX NUMBER:

COUNTY DEPT:

DEPT. CONTACT PERSON:

TELEPHONE/FAX NUMBER:

PROJECT:

AMOUNT:

FUND SOURCE: 130 – ARPA Coronavirus Local Fiscal Relief

DAC: 130.

CONTRACT DURATION: **[Date]** to **[Date]**  
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 **Company Name Firm** (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 design services for the New Start program facility in Everett. 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** attached hereto and by this reference made a part hereof. This Agreement is the product of County **RFQ-24-002TB Design Services, New Start Facility 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 Execution (the “Effective Date”) and shall terminate on **December 31, 2025** PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to one (1) additional One (1) year terms. at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than **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.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth 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 Contractor shall submit properly executed invoices to the County upon the completion of each Task set forth in **Exhibit C**. 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](mailto: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 **[\$[Dollar amount]** 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 at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

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

Name:  
Title:  
Department:  
Telephone:  
Email:

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 must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable

federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under **Section 21** of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same, 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 xxxxxxx 3000 Rockefeller Ave., M/S xxx Everett, Washington 98201 Attention: _____ (425) xxx-xxxx
and to:	Snohomish County Purchasing Division 3000 Rockefeller Avenue, M/S 507 Everett, Washington 98201 Attention: Purchasing Manager

If to the Contractor:

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.

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.

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:**

**Company Name:**

County Executive \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to insurance  
and indemnification provisions:**

**Approved as to form only:**

Risk Management Date

---

Legal Counsel to the Contractor
Date

**Approved as to form only:**

Deputy Prosecuting Attorney                      Date