

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, June 4, 2025 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: May 28, 2025

Mayor's Comments

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$3,129,400.51 For The Period Ending May 17, 2025 Through May 23, 2025.

Documents:

RES_CLAIMS PAYABLE 5.23.25.PDF

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,673,088.75 For The Period Ending May 17, 2025.

Documents:

2025 RESOLUTION FOR PAYROLL PAY PERIOD 11.PDF

(3) Award And Authorize The Mayor To Sign The Contract For The Purchase Of Security Cameras And Installation Services From CDW-Government LLC Using The King County Directors' Association (KCDA) Contract #022-A/City Of Everett Contract #2022-073 In The Amount Of \$322,521.16, Including Washington State Sales Tax.

Documents:

MUNICIPAL COURT CAMERA INSTALLATION.PDF

(4) Reject The Bid Received On March 13, 2025, For The Water Main Replacement "Y" – Phase 2 Project, And Authorize A New Call For Bids.

Documents:

WATER MAIN Y PHASE 2 REJECTBIDS.PDF

(5) Authorize The Mayor To Sign The Professional Services Agreement With Brown And Caldwell, Inc., To Provide Engineering Consultant Services For The WPCF Electrical Switchgear Replacement Project For Total Amount Not To Exceed \$508,787.00.

Documents:

BANDC-WPCF SWITCHGEAR REPLACEMENT-PSA.PDF

(6) Authorize The Mayor To Sign The Professional Services Agreement With Otak, Inc. In The Amount Of \$296,967.

Documents:

OTAK-OLYMPIC BLVD FISH BARRIER-PSA.PDF

(7) Authorize The Mayor To Execute The Temporary Right Of Way Use Permit And Agreement With Pacific Rucker, LLC.

Documents:

PACIFIC RUCKER LLC - ROW PERMIT AND AGREEMENT.PDF

(8) Authorize The Mayor To Sign The Purchase And Sale Agreement For Purchase Of 10131 1st Pl. W., Everett, WA 98204 For Surface Water Purposes.

Documents:

PURCHASE AND SALE AGREEMENT -10131 1ST PL W.PDF

(9) Authorize The Mayor To Sign A Professional Services Agreement For Engineering Services For Everett Transit's College Station Cabinet Charger Installation In The Amount Of \$78,440.33.

Documents:

ET COLLEGE STATION CABINET CHARGER PSA.PDF

PROPOSED ACTION ITEMS:

(10) CB 2505-30 – 2nd Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Everett Outdoor Event Center" Fund 342, Program 052, To Accumulate Costs For The Planning And Development Of The Outdoor Event Center, Including Costs For Design Services, Consultant And Legal Fees, And Initial Property Acquisition Costs For The Everett Outdoor Event Center Project In The Amount Of \$4,800,000. (3rd & Final Reading 6/11/25)

Documents:

CB 2505-30.PDF

(11) CB 2505-31 – 2nd Reading – Adopt An Ordinance Approving The Appropriations Of The 2025 Revised City Of Everett Budget And Amending Ordinance No. 4087-25 For The Everett Outdoor Event Center Project. (3rd & Final Reading 6/11/25)

Documents:

CB 2505-31.PDF

(12) CB 2505-32 – 2nd Reading – Adopt An Ordinance Authorizing And Providing For Acquisition, Including Through The Exercise Of Eminent Domain, Of Land And Real Property Rights For The Purpose Of Constructing The Everett Outdoor Events Center Project; And Authorizing The Mayor To Enter Into Agreements Related To Acquisition Of The Land And Real Property Rights. (3rd & Final Reading 6/11/25)

Documents:

CB 2505-32.PDF

(13) CB 2505-33 – 2nd Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Lexington Drainage" Fund 336, Program 030, And Repealing Ordinance No. 3892-22. (3rd & Final Reading 6/11/25)

Documents:

CB 2505-33.PDF

(14) CB 2505-34 – 2nd Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled "Wall Street Connector" Fund 303, Program 129, As Established By Ordinance No. 3933-22. (3rd & Final Reading 6/11/25)

Documents:

CB 2505-34.PDF

(15) CB 2505-35 – 2nd Reading – Adopt An Ordinance Creating A Special Improvements Project Entitled "Lowell Riverfront Trail Improvements", Fund 308, Program 084, To Accumulate Construction Costs For The Lowell Riverfront Trail Improvements Project In The Amount Of \$1,649,860. (3rd & Final Reading 6/11/25)

Documents:

CB 2505-35.PDF

BRIEFINGS:

(16) Legislative Session Debrief

Documents:

2025 LEGISLATIVE SESSION DEBRIEF BRIEFING.PDF

(17) CB 2505-36 – 1st Reading – Adopt An Ordinance Adopting The Everett 2044 Comprehensive Plan. (Public Hearing 6/11/25, 3rd & Final Reading 6/18/25)

Documents:

CB 2505-36.PDF

(18) CB 2505-37 – 1st Reading – An Ordinance Adopting The Everett 2044 Periodic Update Development Regulations And Amending Chapters 3.78, 8.60, 13.68, 14.16, 16.20, 19.01, 19.03, 19.04, 19.05, 19.06, 19.08, 19.09, 19.13, 19.17, 19.22, 19.25, 19.26, 19.29, 19.33,

19.34, 19.35, 19.37, 19.38, 19.40, 19.43, 19.45, 19.51, And 20.08. (3rd & Final Reading 6/18/25)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Participate remotely via Zoom by registering to speak at <u>everettwa.gov/speakerform</u>.
 You must register no later than 30 minutes prior to the meeting. You may contact the Council office at 425.257.8703 or <u>aely@everettwa.gov</u> and identify the topic you wish to address.
- Provide written public comments by email to Council@everettwa.gov or mail to 2930
 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to
 the meeting will ensure your comment is distributed to councilmembers and
 appropriate staff.
- Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

- The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- Watch live meetings and recordings at <u>YouTube.com/EverettCity</u>.

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov or call the Council offices at 425.257.8703.

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title-.



RESOLUTIO	ON NO.	

Council President

Be it Resolved by the City Council of the City of Everett:

Whereas the claims payable by check against the City of Everett for the period May 17, 2025 through May 23, 2025, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>An</u>	<u>nount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council		491.53	101	Parks & Recreation	17,719.81
002	General Funds		(365.95)	110	Library	2,080.14
003	Legal	14	15,385.42	112	Municipal Arts	15,772.39
004	Administration		339.65	120	Public Works - Streets	115.23
005	Municipal Court		4,496.08	126	MV-Equip. Replacement Res	1,636,429.59
007	Human Resources		416.55	130	Develop & Const Permit Fee	2,399.91
009	Misc Financial Funds	4	15,842.03	138	Hotel/Motel Tax Fund	(4,331.82)
010	Finance		1,119.06	146	Property Management	19,127.48
015	Information Technology		136.39	152	Cum Res/Library	85.58
018	Communications, Mktg & Engag		(4,331.82)	153	Emergency Med Svc	44,803.42
021	Planning & Community Dev		2,464.04	155	Capital Reserve Fund	306,038.92
024	Public Works-Engineering		2,330.98	156	Criminal Justice	11,204.56
026	Animal Shelter		464.81	157	Traffic Mitigation	7,650.00
030	Emergency Management		207.99	162	Capital Projects Reserve	25,199.00
031	Police		9,949.83	197	CHIP Loan Program	10,813.58
032	Fire		4,925.23	198	Comm Dev Block Grants	1,581.89
038	Facilities Maintenance		1,811.34	336	Water & Sewer Sys Improv	85,000.00
				354	Parks Capital Const	1,401.78
	TOTAL GENERAL FUND	\$ 21	5,683.16	401	Public Works-Utilities	261,277.65
				425	Public Works-Transit	119,810.30
				430	Everpark Garage	2,612.76
				440	Golf	55,091.19
				501	MVD - Trans Services	158,477.50
				503	Self-Insurance	34,474.01
				505	Computer Reserve	8,910.00
				507	Telecommunications	10,867.03
				508	Health Benefits Reserve	9,527.43
				661	Claims	69,578.02
Counc	lperson introducing Resolution				TOTAL CLAIMS	3,129,400.51
Passec	Passed and approved thisday of, 2025					



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Be it resolved by the City Council of the City of Everett:

That the payroll of the employees of the City of Everett as of May 17, and checks issued May 23, 2025, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

		Gross	Employer
Fund	Department	Payroll	Contributions
001	Legislative	13,681.30	7,548.04
003	Legal	100,436.51	28,198.72
004	Administration	54,799.84	12,455.30
005	Municipal Court	86,009.46	28,170.11
007	Personnel	54,633.28	17,354.23
010	Finance	119,147.72	36,556.70
015	Information Technology	122,749.35	38,972.29
018	Communications and Marketing	18,588.25	5,312.08
021	Planning & Community Dev	135,103.16	40,646.88
024	Public Works	254,839.76	79,122.62
026	Animal Shelter	59,453.73	22,129.59
030	Emergency Management	8,322.24	2,678.28
031	Police	1,271,866.63	316,535.98
032	Fire	817,004.59	194,731.91
038	Facilities/Maintenance	104,449.50	38,558.38
101	Parks & Recreation	150,597.53	55,210.91
110	Library	113,211.02	38,810.24
112	Community Theatre	8,974.24	2,668.54
120	Street	76,899.31	27,372.53
153	Emergency Medical Services	429,764.97	96,378.12
197	CHIP	7,988.00	2,032.44
198	Community Dev Block	4,049.68	1,265.26
401	Utilities	974,040.10	348,739.41
425	Transit	546,003.52	199,479.79
440	Golf	52,279.98	16,739.86
501	Equip Rental	88,195.08	31,559.99
	-	\$5,673,088.75	\$1,689,228.20
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Councilperson Introducing Resolution	
Passed and approved this day of	_ , 2025.
Council President	

EVERETT City Council Agenda Item Cover Sheet

Project title:

Award and Authorize the Mayor to sign the Contract for the Purchase of Security Cameras and Installation Services From CDW-Government LLC Using the King County Directors' Association (KCDA) Contract #022-A/COE #2022-073

Council Bill # interoffice use	Project: Municipal Court Security Camera Upgrades
Agenda dates requested:	Partner/Supplier: CDW-Government LLC
7.00au autor requestion.	Location: 3028 Wetmore Avenue, Everett, WA 98201
Briefing Proposed action	8/28/24 Adopt an Ordinance creating a Special Construction Project Preceding action: entitled "Municipal Court Security Camera Upgrades Project", Fund 342, Program 045, to accumulate construction costs for the project.
Consent 6/4/25 Action	Fund: Fund 342, Program 045 (CIP 1)
Ordinance Public hearing	Fiscal summary statement:
Yes x No	The final reading for funding this project was approved by the City Council on August 28,
Budget amendment: Yes x No	2024. This created a special improvement project titled "Municipal Court Security Camera Upgrades" Fund 342, Program 045, to accumulate all costs for the project. Ordinance No. 4040-24 was put into effect on September 12, 2024.
PowerPoint presentation: Yes x No	The total cost of this project is \$322,521.16, including Washington state sales tax. This purchase is brought before the Council for award in compliance with the Procurement
Attachments:	Policy.
Contract	Project summary statement:
Department(s) involved: Procurement & Parks Contact person: Theresa Bauccio-Teschlog	The Municipal Building was built in 2013, and the existing CCTV cameras have reached the end of their useful life and need to be replaced. To improve overall security, 35 high-definition cameras will be installed throughout the public-facing areas of the interior and exterior of the building.
Phone number: 425-257-8901	The quotation provided by CDW-Government LLC includes all equipment, project management, installation, and additional labor services.
Email: tbauccio@everettwa.gov	The equipment and labor are available for purchase from CDW-Government LLC through the King County Directors' Association (KCDA) competitively bid contract #022-G/City of Everett contract #2022-073. The City has an interlocal cooperative purchasing agreement with KCDA that allows for purchases from its competitively awarded contracts instead of soliciting bids on our own.
Initialed by:	· · · · · · · · · · · · · · · · · · ·
	Recommendation (exact action requested of Council):
HB	Award and authorize the Mayor to sign the contract for the purchase of security
Department head	cameras and installation services from CDW-Government LLC using the King County Directors' Association (KCDA) Contract #022-A/City of Everett contract #2022-073 in the
Administration	amount of \$322,521.16, including Washington state sales tax.
Council President	



PUBLIC WORKS CONTRACT #2022-073 (COOPERATIVE AGREEMENT/WASHINGTON STATE LAW PROVISIONS)

THIS CONTRACT is dated and effective as of the date of last signature below and is by and between the City of Everett, a Washington municipal corporation (the "City"), and the Contractor shown below in the Basic Provisions.

1. <u>Basic Provisions</u>:

	CDW Government LLC
	230 North Milwaukee Avenue
Contractor	Vernon Hills, IL 60061
	ContMgt@cdw.com
	Joan Olsen
	City of Everett – Parks & Facilities
City Project Manager	802 E Mukilteo Boulevard
	Everett, WA 98203
	jolsen@everettwa.gov
Cooperative Contract Description	On-line technology catalog, including equipment, software, accessories, and installation services.
Contract	The following documents are incorporated into this Contract: this contract document and all its provisions, the Cooperative Contract AEPA #022-G; change orders, all provisions required by law, and the following document(s), if any:
Documents	Statement of Work #123351
	In the event of conflict between the provisions of the Cooperative Contract and this Contract document, this Contract document governs.
Project	The Contractor will furnish all labor, tools, materials, equipment, and supplies required to complete all work as set forth in the Contract Documents. The entire work set forth in the Contract Documents is referred to herein as either the "Work" or the "Project." A brief (and not necessarily complete) description of the Project is

	follows:
	This project will remove existing CCTV cameras and hardware that have reached the end of their useful life and replace them with new cameras and hardware. A total of 35 high-definition cameras will be installed throughout the public-facing areas of the interior and exterior of the building.
Contract Time	The Contractor shall achieve Substantial Completion of the entire Work no later than 12/31/2025 and Final Completion no later than 3/31/2026, subject to adjustments of the Contract Time as provided in the Contract Documents. The Contractor shall not start the Work until receipt of Notice to Proceed from the City. If a purchase order is issued for the Work, it is only a Notice to Proceed. The purchase order's pre-printed terms and conditions are not part of the Contract.
Contract Price	The amount of this Contract is the Contract Price, which is \$322,521.16. The basis for final payment will be the actual amount of Work performed in accordance with the Contract Documents. In no event shall the total amount paid to Contractor exceed the Contract Price unless the Contract amount has been increased by one or more change orders signed by the City.
Contractor	Jessica Forsdick
Insurance Contact	346-718-9596
Information	jessica.forsdick@cdw.com
Willful Wage Violation Certification	By signing this Agreement, the Contractor certifies that, within the five-year period immediately preceding the date of Contractor's signature, the Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Contractor. An untrue certification by Contractor is a material breach and cause for Contract termination.

- 2. <u>Retainage (Chapter 60.28 RCW)</u>. Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all Work if there are no claims against the retained funds.
- 3. <u>Indemnification/Waiver of Industrial Insurance Immunity (RCW 4.24.115)</u>. To the extent of Contractor's negligence, Contractor shall hold harmless, defend, and indemnify the City, its officers, employees, and agents from any and all losses and claims arising from or relating to the Project. Solely and expressly for the purpose of its duties to indemnify and defend and hold harmless the City, Contractor specifically waives any immunity it may have under the State

- Industrial Insurance Law, Title 51 RCW. Contractor recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.
- 4. <u>Performance and Payment Bonds (RCW 39.08.010)</u>. Contractor must deliver to the City fully executed performance and payment bonds in the amount of the Contract Price acceptable to the City on forms provided by the City.
- 5. Prevailing Wages (Chapter 39.12 RCW). The wage rates to be paid to all laborers, workers, and mechanics who perform any part of this Contract shall not be less than the prevailing wage rates as required by Chapter 39.12 RCW. This requirement applies to laborers, workers, and mechanics whether they are employed by the Contractor, subcontractors, sub-subcontractors, or any other person who performs a portion of the Work contemplated by this Contract. The prevailing wage rates in effect on the Contract effective date are the prevailing wage rates that apply to the Project. Prevailing wage rates applicable to the Project, which is located in Snohomish County, may be found at the following website address for the Department of Labor & Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/. A copy of the applicable prevailing wage rates is also available for viewing at the City of Everett's Procurement Office, 2930 Wetmore Ave, Everett, WA 98201. Upon request, the City of Everett will mail a hard copy of the applicable prevailing wages for the Project.
- 6. <u>Everett Business License (EMC 3.19.025)</u>. The Contractor must maintain a City of Everett Business License.
- 7. General Compliance with Law and Equal Opportunity. The Contractor shall comply with all federal, state, and local laws and regulations applicable to the work to be done under this Contract. Without limiting the foregoing, Contractor shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, national origin, or other circumstance prohibited by applicable federal, state, or local law or ordinance. The Contractor shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

8.. <u>Insurance Requirements</u>.

- A. The Contractor shall comply with the following conditions and procure and keep in force during the term of this Contract, at the Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 - Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence.
 - 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate.

- 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Contract.
- C. Prior to the Contractor performing any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. The Contractor shall provide the City with endorsement(s) for the CGL and auto policies naming the City of Everett, its officers, employees, and agents as Additional Insureds. Receipt by the City or City's designee of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill these requirements. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Contractor's obligations to fulfill the requirements of this Section.
- D. The Contractor shall require subcontractors to provide coverage that complies with the requirements stated herein.
- 9. <u>Independent Contractor</u>. Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City.

10. Contract Termination.

- A. <u>Termination for Default</u>. The City may terminate the Contract upon written notice to Contractor and its surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, one or more Contract obligations or is in violation of any provisions or covenants of the Contract. Termination shall be effective upon receipt of such notice by the Contractor.
- B. Termination for Convenience. Without prejudice to any other remedy it may have under law or and/or the provisions of the Contract, the City may terminate this Contract for convenience, with or without cause, in whole or in part, at any time by giving written notice to the Contractor. Termination will be effective upon receipt of such notice by the Contractor. The Contractor shall immediately discontinue Work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs. After termination for convenience, payment to the Contractor shall only be for Work completed through the termination date. To the extent not paid for by the Contract Price for completed Work, the City will pay as part of an adjustment of Contract Price those direct costs necessarily and actually incurred by the Contractor in reasonable anticipation of performing the Work that has been deleted or terminated. No claim for damages of any kind for loss of anticipated profits or consequential

damages will be allowed because of termination for convenience. In no event will the total payment to the Contractor exceed the total Contract Price as modified by approved change orders less those amounts paid to the Contractor before the effective date of the termination

11. Other Provisions.

- A. Any waiver by the City or the breach of any provision of this Contract by the Contractor will not operate or be construed as a waiver of any subsequent breach by the Contractor or prevent the City from enforcing any such provisions thereafter.
- B. This Contract may not be assigned by the Contractor without the written consent of the City, which consent may be withheld in the City's sole discretion.
- C. The Contract Documents contain the complete and integrated understanding and contract between the parties and supersedes any understanding, agreement, or negotiation, whether oral or written, not set forth herein.
- D. Unless otherwise directed in writing by the City's Project Manager, notices to the City must be in writing and shall be delivered to the City's Project Manager postage prepaid or delivered by hand. Notices to the Contractor may be delivered to the Contractor by mail or email to the address for Contractor in the Basic Provisions or to any other address reasonably calculated to give the Contractor notice.
- E. This Contract may only be modified by a written change order executed in accordance with the Contract.
- F. Exclusive venue for any lawsuit arising out of this Contract shall be in the Superior Court of Snohomish County, Washington. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Contract.
- 12. <u>Effective Date</u>. This Contract is effective as of the date of last signature. This Contract will be signed by AdobeSign, and signatures with AdobeSign are fully binding.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

CITY OF EVERETT WASHINGTON

CDW GOVERNMENT LLC

·	Signature:			
Cassie Franklin, Mayor	Name of Signer: Dario Bertocchi Signer's Email Address: ContMgt@cdw.com Title of Signer: VP Contracting Operations			
Date				
ATTEST				
Office of the City Clerk	STANDARD DOCUMENT APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY EVERETT DECEMBER 2, 2024			



STATEMENT OF WORK

Project Name:	City of Everett - Municipal Courts Camera Installation	Seller Representative:
Customer Name:	CITY OF EVERETT	Sean McLellan
CDW Affiliate:	CDW Covernment LLC	+1 (206) 2183956
CDW Allillate:	CDW Government LLC	seanmcl@cdw.com
Subcontractor:	Wachter, Inc.	Solution Architect:
Date:	April 29, 2025	Oliver Garcia Hernandez
Drafted By	Dan Misbach	

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and CITY OF EVERETT ("Customer," and "Client,").

This SOW shall be governed by that certain AEPA Vendor Agreement 022-G Technology Catalog between CDW Government LLC and AEPA, effective March 1, 2022 (the "**Agreement**") If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT SCOPE

PHYSICAL CAMERA INSTALLATION

Furnish and install a **Structured Cabling Solution (SCS)** consisting of Cat6 UTP for horizontal communications cabling. The SCS will be supported by an existing Equipment Room (Er) and supported by the existing fiber optic and/or copper backbone communications cabling.

Materials

Installer's intent is to order materials to deliver at or before we arrive onsite; if PO is issued more than 1-month prior to our expected start date, material pricing shall be refreshed before order.

Labor

- 1. Equipment Room (ER) Build Out Installer will furnish and install:
 - a. Racks & Management:

- i. Rack is assumed existing
- b. Power Backup & Distribution: Customer Furnished
 - i. (1) Horizontally mounted PDU(s) per rack/cabinet.
 - ii. (1) Rack-mounted UPS per rack/cabinet.

c. Bonding:

i. Is not included in this scope

d. Connectivity:

- i. Copper patch panels:
- 1. 48-Port, Modular patch panels for horizontal cable terminations
- 2. Copper patch cords will be furnished by Installer and installed by Installer.
- 2. Pathways & Penetrations Installer will furnish and install:
 - a. J-Hooks:

- i. As required where cable tray and conduit are not present
- ii. J-hooks will be secured directly to the building steel via beam clamp

or hammer on flange

- iii. J-hooks will be suitable for plenum spaces
- b. Conduit & Penetrations:
- i. Conduit will be EMT
- ii. Conduit will not be painted
- iii. Penetrations will be installed using conduit with fire putty
- iv. Conduit and penetrations are in size and quantity as to maintain the

appropriate fill ratio.

- 3. Video Surveillance Solution (VSS) Installer will furnish and install:
 - a. Headend, located in the MDF/IDFs (Client/Owner Furnished & Installer Installed):
 - i. (1) 2RU Server
 - ii. (1) 2RU UPS
 - iii. (1) 1RU Switch
 - b. Interior Cameras (Client/Owner Furnished & Installer Installed):
 - i. (22) CAMERAS
 - c. Exterior Cameras (Client/Owner Furnished & Installer Installed):
 - i. (13) CAMERAS
 - 1. (13) Outdoor pendant kits
 - d. Cabling:

- i. (35) Cat6, UTP cable(s)
- ii. Tested via cable qualifier
- iii. Drops will be housed using Surface Mount Boxes (SMB) as

applicable for each drop location.

- iv. 10-Feet of slack will be coiled at the Work Area Outlet (WAO) and 3-Feet at the ER/TR/TE.
 - v. Patch cords for the WAO will by furnished by Installer and installed
- by Installer.

 vi. Elevator Camera is assumed to be analog, able to handle new camera
- vi. Elevator Camera is assumed to be analog, able to handle new camera and can be installed with Balun and connectors provided by Customer
- e. Engineering & Installation Installer Engineer(s) will not configure the equipment listed above:

Page 2

i. Installer Technicians will coordinate remotely with Customer personnel to commission and validate the operation of the installed system and its peripheral components

Items/Services Provided

- 1. As part of Installer SOP, a sign-off form or work order will be required to be signed by Customer representative and by the Installer lead technician.
- 2. All photos taken of completed work will be provided in electronic format, as part of acceptance.

Customer Requirements

- Installer assumes that Customeracknowledges and agrees to facilitate the following:
 - a. Installer requires receipt of PO or notice to proceed, a minimum of 10-business days for installation only responses; technology solutions are subject to equipment availability and other dependencies, and will be communicated to client within 5-business days of receipt of PO or notice to proceed.
 - b. Any information regarding the scope of work, environment, or conditions that may affect the schedule, installation, or equipment specifications.
 - c. A copy of the most recent facility drawing indicating areas of concern.
 - d. Sufficient wall or rack space in frame locations to accommodate network appliances.
 - e. Owner is responsible for moving furniture or other obstructions that may affect or delay the project.
 - f. Customer/Owner furnished and/or existing equipment will be in good working order.
 - i. Any Customer/Owner furnished equipment will be received by Installer at agreed upon date.
 - g. Customer's existing network infrastructure should have available ports and PoE for new devices.
 - h. Permanent power required for system head-end or distribution components must be available in agreed upon locations.
 - i. If permanent power is not provided by Installer, it must be coordinated at project kickoff.
 - ii. If required, Installer can provide electrical installation services for the project upon request with associated pricing adjustments.
 - i. Provide timely site security clearance and unobstructed access as required.
 - j. Remote access shall be provided via VPN, WebEx, or other remote Customer application.
 - k. Any necessary roof penetrations by a licensed roofing contractor.
- 2. Customeris required to sign off within five (5) business days from the project completion date to report any work not performed under the scope of work; any reporting after this period will be billed under a separate agreement.

Notes & Assumptions

This SOW was prepared according to the information provided at the time of bid; any elements not specifically identified within this scope of work or provided information will be considered 'Out-of-Scope.' Additional and/or 'Out-of-Scope' items can be addressed with options and pricing adjustment to complete the project additions.

- 1. Space will be available on the property for secure storage of materials; no container is included in this SOW.
- 2. A scissor and/or boom type lift is required for this scope of work and is included in this pricing.
- 3. Any existing cable pathway (cable tray, J-hooks, conduit, etc.) is to be utilized for the cable installation during this project.
- 4. The EC will be responsible to provide/install all conduit or sleeves and any other cable penetrations needed during the cabling portion of this project (Unless otherwise noted in the scope of work section of this SOW.
- 5. Installer will work with Customerto determine dates required onsite.
- 6. Installer will be able to perform the work at each site location from start through completion without interruption.
- 7. Material expedition is not included; all material shipments will be at the ground shipment or freight level.
- 8. If Customer/Owner provided escort is required, delays in work caused by escort or their availability may result in adjustments to pricing in order to complete the project.
- 9. If any requirements for onsite technicians to be vaccinated for Covid-19 are identified or communicated after the submission of this proposal, onsite labor rates may require adjustment via the change order process.
- 10. All engineering services shall be conducted remotely. If on-site engineering is required, additional charges will be applied via the change order process.

Warranty

Provider is committed to providing defect-free goods and services to its clients. Training, inspection, testing, documentation, and other processes are followed to ensure all applicable standards are met.

Provider warrants all labor to be free of workmanship defects for a period of 12 months from the date the work is performed. During this 12-month period, Provider will promptly repair, at no cost to Seller, any defects that are a direct result of labor workmanship. All materials are warrantied according to the manufacturer's provided warranty.

Should you have any quality questions or concerns, please contact your project manager, or feel free to contact our quality department at **QualityAssurance@wachter.com**.

ARCULES CONFIGURATION AND TRAINING

- Configuration & Optimization Seller engineer will perform the following activities:
 - o For the Arcules Cloud Platform:
 - Create locations/sites in the Arcules dashboard for up to 1 sites
 - Add Arcules gateway(s) to each site
 - Discover and import up to 68 IP cameras into the Arcules Cloud Platform
 - Apply desired naming conventions and site associations to IP cameras
 - Add and configure Floor Plans (up to a maximum of 2 floor plans and 68 cameras)
 - Create up to two custom dashboard with desired widgets
 - Create users, roles, and permissions
 - Configure Single Sign On (SSO) authentication (if required)
 - Configure Arcules gateway upload schedule(s)
 - o For up to 48 individual cameras:
 - Adjust basic camera settings as needed
 - Configure Motion Detection settings for each camera
 - Setup Recording Schedules for each camera
 - Configure storage retention time for each video channel
 - Create action-based notifications and alarms/rules for each camera
 - Configure the following Cloud Video analytics features (up to 2 analytics per camera, for up to 68 cameras),
 if desired by Customer:
 - People detection in region
 - Vehicle detection in region
 - Camera blur detection
 - Camera rotation detection
 - Heat map for people detection
 - Parked vehicle count
 - Note: Cloud Video analytics are available for Pure Cloud deployments only
 - Configuration of Public View monitors
 - Work with IT on remote configuration for Public Viewing.
 - Create a specific user for public view use.
 - Configure camera access permissions for user
 - Configure view and requested view changes, (carousel, static, custom layout) as determined by Customer's IT.

Testing – Seller will work with the Customer to test and validate the following functionality:

- Archiving and sharing video
- Notifications
- o Analytics
- o Arcules Cloud Platform mobile app (for up to 1 user)

Knowledge Transfer and Customer Orientation

- o Schedule two 1hr End User training sessions for system users.
- Review settings and configurations made to Arcules Cloud Platform and cameras that were in scope for the engagement
- o Review general administration and camera operator tasks
- o Review how to get help on Arcules products, via both online knowledgebase and support requests

CUSTOMER RESPONSIBILITIES

- All IP cameras to be configured by Seller during this installation must be physically installed, powered on and accessible to the Arcules gateway via the LAN prior to the start of Services
- Customer is responsible for ensuring that they are utilizing an appropriate network architecture for proper Arcules operation. Documentation on Arcules' recommended network architectures can be found here – https://arc-cs-01.arcules.com/en/articles/3060180-recommended-network-architectures
- Customer is responsible for ensuring that any IP camera hardware (and associated firmware versions) to be
 used with the Arcules Cloud Platform are compatible and supported by Arcules. A full list of supported devices
 can be found here https://arcules.com/cameras/
- Provide qualified personnel who will perform Customer's obligations under this SOW, make timely decisions
 necessary to move performance of the Services forward, participate in this project to the extent reasonably
 requested by Seller and reasonably assist Seller with its performance of the Services
- Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the Services
- Limiting access to Customer's network and/or facilities only as needed to perform the Services
- Make any final decisions regarding, and take responsibility for the implementation of any recommendations or potential solutions provided by Seller under this SOW

ASSUMPTIONS AND ACKNOWLEDGEMENTS

- The scope of this Arcules Video Surveillance Configuration Service is limited to Arcules video surveillance features, and excludes configuration of Arcules Access Control or other features not described in this SOW.
- The scope of this SOW excludes configuration of any third party camera-specific software or camera-based video analytics features.
- Customer is responsible for performing any physical adjustment of camera field of view, if needed.
- All Services will be delivered remotely. No travel is required for Services. Customer will provide remote
 access to the environment to Seller as necessary for Seller to perform the Services
- Customer's personnel will be available on a timely basis, and when reasonably requested by Seller, Customer's
 personnel will provide input, review the Services being performed and the items provided by Seller, answer
 questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other
 input
- The scope and objectives of this project will be jointly managed by Customer and Seller to better ensure completion of the project within the anticipated schedule
- Customer acknowledges and agrees that Seller will not process personal data that is subject to applicable data security and privacy laws ("Personal Data") within the scope of the Services, and that Customer will restrict Seller from accessing any Personal Data during the performance of the Services

OUT OF SCOPE

The following activities are out of scope for these Services:

- Physical mounting and installation of IP cameras
- Configuration and optimization of more than 48 individual IP cameras
- Configuration of Arcules Access Control features
- Remediation of any issues or problems is out of scope for this engagement
- Seller will not perform Services for Customer's foreign affiliates if any
- Any other Services not specified herein

ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Comissioning Reports	As-built, and photos taken of completed work will be provided in electronic format, as part of acceptance.	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

1. Kickoff Meeting

- Coordinate and facilitate kickoff meeting
- Review SOW including project objectives, schedule, and logistics

- Identify and confirm project participants
- Discuss project prerequisites
- o Create and distribute escalation and contact lists

2. Project Schedule or Plan

- o Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
- Monitor project scope and expectations
- o Identify and manage project risks
- o Monitor the status and progress of the project and the quality of items provided
- o Communicate at regular intervals as agreed upon
- o Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle

3. Status Meetings and Reports

- Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
- Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
- Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
- The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested

4. Change Management

- o When a change to a project occurs, the Seller's project change control process will be utilized
- The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary

5. Project Closure

- Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
- If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("Anticipated Schedule") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely
 manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated
 causing the project's schedule to extend on account of experiencing interruptions to its momentum
 requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller's performance of work ("Services Fees") and any other related costs and fees specified in the Expenses section ("Expenses").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$140,162.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Signed SOW	50%	\$70,081.00
Physical Install Completion	35%	\$49,057.00
End User Training & Project Completion	15%	\$21,024.00
Totals	100%	\$140,162.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations")

Location	Address
City of Everett Municipal Courts	3028 Wetmore Ave, Everett, WA 98201

Exhibits



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QUOTE CONFIRMATION

JOAN OLSEN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. <u>If</u> <u>you are an eProcurement or single sign on customer, please log into your system to access the CDW site.</u> You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at

https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PGPQ952	1/16/2025	ARCULES PHASE3	9437469	\$123,988.08

IMPORTANT - PLEASE READ

Special Instructions: Best POC Phone Numbers: 425.257.7820 or 425.257.7211

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
ARCULES 004K-030 CLD SUB Mfg. Part#: A0-C-004K-030-US1 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	420	7228756	\$45.00	\$18,900.00
ARCULES 05MP-030 CLD SUB Mfg. Part#: A0-C-05MP-030-US1 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	2340	7228755	\$28.00	\$65,520.00
ARCULES 1080-030 CLD SUB Mfg. Part#: A0-C-1080-030-US1 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	600	7228758	\$18.00	\$10,800.00
ARCULES 4MP DVC PREM SUP 30DAY RET Mfg. Part#: A0-SPC-01M-1C-US1 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	1	7186964	\$6,950.00	\$6,950.00
Arcules CR02 Rack Mount Gateway Mfg. Part#: A0-R02-02TA-02R01-W5-US1	1	7186959	\$5,111.00	\$5,111.00

QUOTE DETAILS (CONT.)

Arcules CR08 Rackmount Gateway

Mfg. Part#: A0-R08-04TA-04R10-W5-US1

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

7186958 \$5,538.00

These services are considered Third Party Services, and this purchase is subject to CDW's Third Party Cloud Services Terms and Conditions, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

 SUBTOTAL
 \$112,819.00

 SHIPPING
 \$0.00

 SALES TAX
 \$11,169.08

 GRAND TOTAL
 \$123,988.08

\$5,538.00

PURCHASER BILLING INFO DELIVER TO Billing Address: Shipping Address: CITY OF EVERETT CITY OF EVERETT ACCOUNTS PAYABL JOAN OLSEN - FACILITIES PO BOX 12130 3200 CEDAR ST BLDG 3 EVERETT, WA 98206-2130 EVERETT, WA 98201-4516 **Phone:** (425) 257-6401 Shipping Method: DROP SHIP-GROUND Payment Terms: Net 30 Days-Govt State/Local Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Jon Watters | (866) 339-7081 | jonwatt@cdwg.com

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PGPQ961	1/16/2025	EXTREME PHASE 3 - MUN COURTS	9437469	\$18,519.07

IMPORTANT - PLEASE READ

Special Instructions: Best POC Phone Numbers: 425.257.7820 or 425.257.7211

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Extreme Networks 5420M 48-Port 802.3bt PoE Switch Mfg. Part#: 5420M-48W-4YE Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	1	6328561	\$5,325.00	\$5,325.00
Extreme Networks ExtremeWorks Software and TAC - technical support - 1 year Mfg. Part#: 97000-5420M-48W-4YE Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	1	6679157	\$395.00	\$395.00
Extreme Networks - power supply - 920 Watt Mfg. Part#: XN-ACPWR-920W Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	2	6313876	\$795.00	\$1,590.00
Extreme Networks - power cable - NEMA 5-15 to IEC 60320 C13 Mfg. Part#: 10061 UNSPSC: 26121604 Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	4	1897798	\$9.00	\$36.00
Extreme Networks 5520 Series 24-Port Fiber Switch Mfg. Part#: 5520-24X Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	1	6328554	\$7,744.33	\$7,744.33
Extreme Networks ExtremeWorks Software and TAC - technical support - 1 year	1	6328559	\$650.00	\$650.00

Mfg. Part#: 97000-5520-24X Electronic distribution - NO MEDIA

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

QUOTE DETAILS (CONT.)

Extreme Networks - power supply - 350 Watt

6584962

Chicago, IL 60675-1515

\$555.25

\$1,110.50

Mfg. Part#: XN-ACPWR-350W-FB

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

SUBTOTAL \$16,850.83 **SHIPPING** \$0.00 **SALES TAX** \$1,668.24

GRAND TOTAL \$18,519.07

PURCHASER BILLING INFO DELIVER TO Billing Address: Shipping Address: CITY OF EVERETT CITY OF EVERETT ACCOUNTS PAYABL JOAN OLSEN - FACILITIES 3200 CEDAR ST BLDG 3 PO BOX 12130 EVERETT, WA 98206-2130 EVERETT, WA 98201-4516 **Phone:** (425) 257-6401 Phone: (425) 257-6401 Payment Terms: VISA **Shipping Method:** Please remit payments to: CDW Government 75 Remittance Drive Suite 1515



Sales Contact Info

Jon Watters | (866) 339-7081 | jonwatt@cdwg.com

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PGTL067	1/23/2025	PROLINE SM EXTREME SFP	9437469	\$2,198.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Proline Extreme Networks 10302 Compatible TAA Compliant 10GBase-LR SFP+ Tra	10	3982983	\$200.00	\$2,000.00

Mfg. Part#: 10302-PRO UNSPSC: 43201553

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

\$2,000.00	SUBTOTAL
\$0.00	SHIPPING
\$198.00	SALES TAX
\$2,198.00	GRAND TOTAL

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF EVERETT ACCOUNTS PAYABL PO BOX 12130 EVERETT, WA 98206-2130 Phone: (425) 257-6401 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF EVERETT IT 3200 CEDAR ST # 6 EVERETT, WA 98201-4516 Shipping Method: DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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Convert Quote to Order

Hanwha Vision Wisenet SBV-215WCW - camera weather cover

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PHRW814	2/24/2025	HANWHA	9437469	\$23,777.97

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Hanwha Vision Wisenet Q QNV-8080R - network surveillance camera Mfg. Part#: QNV-8080R Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	8	5839581	\$311.00	\$2,488.00
Hanwha Vision Wisenet Q QND-8080R - network surveillance camera Mfg. Part#: QND-8080R Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	9	5839585	\$306.23	\$2,756.07
Hanwha Vision Wisenet P PNM-C9022RV - panoramic camera - dome Mfg. Part#: PNM-C9022RV Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	4	7390743	\$964.38	\$3,857.52
Hanwha Vision Wisenet T TNV-8011C - network surveillance camera - dome Mfg. Part#: TNV-8011C Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	3	7397601	\$399.86	\$1,199.58
Hanwha Vision Wisenet Q QND-6012R - network surveillance camera Mfg. Part#: QND-6012R UNSPSC: 46171610 Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	4	5759068	\$135.95	\$543.80
Hanwha Vision 20MP Outdoor Multi-Directional PTRZ Camera Mfg. Part#: PNM-9085RQZ1 Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	4	7041779	\$1,787.64	\$7,150.56
Hanwha Vision Wisenet 2MP IR Outdoor Dome Camera Mfg. Part#: PNM-7082RVD Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	3	7196424	\$658.60	\$1,975.80

7387889

\$25.00

\$25.00

QUOTE DETAILS (CONT.)				
Mfg. Part#: SBV-215WCW				
Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
Hanwha Vision Wisenet SBP-300KMW1 - camera mounting	3	6727580	\$37.65	\$112.95
adapter				
Mfg. Part#: SBP-300KMW1 Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
Contract. RCDA Catalog Agreement- Contract# 022-G (022-G)				
Hanwha Vision SBP-317HMW - hanging mount adapter	4	6084089	\$37.83	\$151.32
Mfg. Part#: SBP-317HMW	7	0004009	ψ37.03	\$151.52
Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
Hanwha Vision Wisenet SBP-120WMW - camera dome	2	5737936	\$11.99	\$23.98
mounting bracket				
Mfg. Part#: SBP-120WMW				
UNSPSC: 45121518 Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
Contract. Rep.A. catalog / Igreement Contract. # 022 C (022 C)				
Hanwha Vision SBP-122HMW - hanging mount adapter	1	5974419	\$17.81	\$17.81
Mfg. Part#: SBP-122HMW				
Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
<u>Hanwha Vision SBP-300CMW - camera mount</u>	1	6010731	\$37.83	\$37.83
Mfg. Part#: SBP-300CMW				
Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
Hanwha Vision SBV-136BW - back box	3	5900143	\$22.45	\$67.35
Mfg. Part#: SBV-136BW	J	3300113	\$22.13	ψο/133
Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
<u>Hanwha Techwin SBP-137WMW1 - camera mount</u>	2	5810500	\$31.12	\$62.24
Mfg. Part#: SBP-137WMW1				
Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
Hanuba Vicion Wiconet CUD-1109EW - camora mount	4	7600010	¢27 72	\$150.92
Hanwha Vision Wisenet SHD-1198FW - camera mount Mfg. Part#: SHD-1198FW	4	7690019	\$37.73	\$150.92
Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
Hanwha Techwin SBP-301HMW2 - camera hanging mount	3	5906280	\$22.45	\$67.35
Mfg. Part#: SBP-301HMW2				
Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
	-			
Hanwha Vision Wisenet SBV-138TMW - camera tilt mount	2	7886568	\$22.45	\$44.90
Mfg. Part#: SBV-138TMW Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
OLD COLORS AND CONTROL OF THE CONTROL OF THE COLORS AND COL				
Hanwha Techwin SBP-300WMW1 - camera mount	3	5906279	\$37.73	\$113.19
Mfg. Part#: SBP-300WMW1	-	-	, -	,
Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
Hanwha Vision Wisenet TEC-F01 - network extender	2	7886564	\$196.45	\$392.90
Mfg. Part#: TEC-F01 Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)				
Contract. Nebh Cutalog Agreement Contract# 022 (022-0)				

QUOTE DETAILS (CONT.)

Hanwha Vision SBP-400WMW - camera mount

8112530

\$99.23

\$396.92

Mfg. Part#: SBP-400WMW

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

\$21,635.99	SUBTOTAL
\$0.00	SHIPPING
\$2,141.98	SALES TAX
\$23,777.97	GRAND TOTAL

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF EVERETT ACCOUNTS PAYABL PO BOX 12130 EVERETT, WA 98206-2130 Phone: (425) 257-6401 Payment Terms: VISA	Shipping Address: CITY OF EVERETT JOAN OLSEN - FACILITIES 3200 CEDAR ST BLDG 3 EVERETT, WA 98201-4516 Phone: (425) 257-6401 Shipping Method: DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Jon Watters | (866) 339-7081 | jonwatt@cdwg.com

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EVERETT City Council Agenda Item Cover Sheet

Project title:

Reject the bid received on March 13, 2025, for the Water Main Replacement "Y" - Phase 2 project, and authorize a new call for bids.

Council Bill #	Project: Water Main Replacement "Y" – Phase 2
	Partner/Supplier: NA
Agenda dates requested:	Location: I-5 bridge from East Grand Avenue to 4th Street SE
Briefing	Preceding action: Ordinance 4038-24, approved on 8/7/24 Call for bids, approved on 3/26/25
Proposed action Consent 06/04/25	Fund: 336 - Water & Sewer System Improvements Fund
Action	Fiscal summary statement:
Ordinance Public hearing	The total programmed available funding as authorized by Ordinance 4038-24 is \$2,333,000.
Yes X No Budget amendment:	Project summary statement:
Yes X No	Bid proposals for the Water Main Replacement "Y" – Phase 2 project were opened on May 13, 2025, with one (1) bid proposal received for the project from Granite Construction Company with
PowerPoint presentation: Yes X No	a bid of \$2,659,244.81. The submitted bid significantly exceeds the engineer's estimate of \$1,964,138.30.
Attachments: Bid Summary	To ensure responsible stewardship of resources through a competitive bid environment, the department recommends we reject the sole bid and authorize a new call for bids.
Department(s) involved: Public Works Contact person:	Project will install a new water main to replace an existing water main that has experienced recent breaks. The existing pipeline is suspended from I-5 bridge at the Snohomish River, making access to the pipeline for repairs challenging. The upgrade will ensure reliability of water service for existing customers and future development.
Tom Hood	
Phone number: (425) 257-8809	Recommendation (exact action requested of Council):
Email: thood@everettwa.gov	Reject the bid received on March 13, 2025, for the Water Main Replacement "Y" – Phase 2 project, and authorize a new call for bids.
Initialed by: RLS	
Department head	
Administration	
Council President	



3200 Cedar Street, Everett WA 98201 (425) 257-8800

BID SUMMARY Watermain Replacement Y - Phase 2 W.O.# UP3814

Date: 5/13/2025

For:

Bidder Name: Bidder Totals:

Engineer's Estimate \$1,787,205.00

Granite Construction Company \$2,419,695.00



Project title:

Professional Services Agreement with Brown and Caldwell, Inc., for WPCF Electrical Switchgear Replacement Project

Council Bill #	Consideration: PSA with Brown and Caldwell, Inc.
	Project: WPCF Electrical Switchgear Replacement
Agenda dates requested:	Partner/Supplier: Brown and Caldwell, Inc.
Briefing	Location: Water Pollution Control Facility
Proposed action	Preceding action: Funding Ordinance
Consent 06/04/25 Action Ordinance	Fund: Fund 336 – Water and Sewer System Improvemer
Public hearing Yes X No Budget amendment: Yes X No	Fiscal summary statement: Project funding is provided by Fund 336 – Water and Sewer Syste The programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding for the design phase of the programmed available funding funding for the design phase of the programmed available funding
PowerPoint presentation:	Project summary statement:
Yes X No Attachments: PSA Department(s) involved: Public Works Contact person: Jeff Marrs Phone number: 425-257-8967 Email: jmarrs@everettwa.gov	Public Works seeks a Professional Services Agreement with Brown engineering analysis and design services for the Water Pollution C Electrical Switchgear Replacement Project for a total amount not \$508,787.00. Brown and Caldwell, Inc. is listed on the statewide N selected as engineering consultant for the WPCF Electrical Switch Project based on the firm's qualifications, prior performance design systems for the Port Gardner Storage Facility Project, and detailed infrastructure and operations. Replacement of the main WPCF electrical circuit breakers (switch the electrical distribution system are needed to provide consistent distribution across the WPCF site and to ensure uninterrupted was operations. The WPCF Electrical Switchgear Replacement Project in two phases, engineering assessment and design and constructions.
Initialed by: RLS Department head Administration Council President	Recommendation (exact action requested of Council): Authorize the Mayor to sign the Professional Services Agreement Caldwell, Inc., to provide engineering consultant services for the N Switchgear Replacement Project for total amount not to exceed \$

Consideration:	PSA with Brown and Caldwell, Inc.
Project:	WPCF Electrical Switchgear Replacement
Partner/Supplier:	Brown and Caldwell, Inc.
Location:	Water Pollution Control Facility
Preceding action:	Funding Ordinance
Fund:	Fund 336 – Water and Sewer System Improvements Fund

m Improvements Fund. oject is \$750,000.00.

n and Caldwell, Inc. for Control Facility (WPCF) to exceed MRSC roster and was gear Replacement gning similar electrical d knowledge of WPCF

gear) and upgrades to nt and safe power astewater treatment is being implemented ion.

with Brown and WPCF Electrical 5508,787.00.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the "City"), and the Service Provider identified in the Basic Provisions below ("Service Provider"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS						
	Brown and Caldwell, Inc.					
Service Provider	701 Pike Street, Suite 1200					
	Seattle, WA 98101					
	imckelvey@brwncald.com					
	Zach Brown					
	City of Everett – Public Works					
City Project Manager	3200 Cedar St					
	Everett, WA 98201					
	zbrown@everettwa.gov					
Brief Summary of Scope of Work	Engineering services for the WPCF Electrical Switchgear Replacement Project.					
Completion Date December 31, 2026						
Maximum Compensation Amount	\$508,787.00					

BASIC PROVISIONS						
	Jilian Loges					
Service Provider Insurance Contact Information	816-960-9492					
	JLoges@Lockton.com					
	Does Service Provider have 25 or more employees?					
	Answer: Yes					
	If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?					
State Retirement Systems (must	Answer: N/A - Service Provider has 25 or more employees					
answer both questions)	"DRS retirement system" refers to any of the following Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).					
	"Service Provider Personnel" includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then "Service Provider Personnel" refers to the sole proprietor.					
Willful Wage Violation Certification	By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider's signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.					
	The attached General Provisions are amended as follows:					
Additional Provisions	The following is inserted after the first sentence of <u>Section 2</u> : "Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City."					
	Section 4.E is amended to read as follows: "If Service Provider fails or refuses to correct its work when so directed by the City, and when such work is, in the reasonable determination of the City, not in accordance with this Agreement, the City may withhold from any payment otherwise due an amount that the					

City in good faith believes is equal to the cost to the City of correcting, reprocuring, or remedying any damage caused by Service Provider's conduct."
In the first sentence of <u>Section 10</u> , the word "conduct" is replaced with "willful misconduct."

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

CITY OF EVERETT WASHINGTON

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

BROWN AND CALDWELL, INC.

	Signature:
Cassie Franklin, Mayor	
	Name of Signer: Ian McKelvey
	Signer's Email Address: imckelvey@brwncald.com
	Title of Signer: Director of Client Services
Date	
ATTEST	
Office of the City Clerk	

ATTACHMENT PROFESSIONAL SERVICES AGREEMENT (GENERAL PROVISIONS v.1.13.25)

- 1. Engagement of Service Provider. The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider's proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
- 2. Intellectual Property Rights. Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a "Work For Hire" as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a "Work For Hire" under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
- 3. <u>Time of Beginning and Completion of Performance</u>. This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.

4. Compensation.

- A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
- B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
- C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not

identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.

- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. Method of Payment.

- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
- B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
- 6. <u>Submission of Reports and Other Documents</u>. Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
- 7. Termination of Contract. City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
- 8. <u>Changes</u>. The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

- scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
- 9. **Subletting/Assignment of Contracts**. Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
- 10. Indemnification. Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. Insurance.

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 - 1. <u>Workers' Compensation Insurance</u> as required by Washington law and <u>Employer's Liability Insurance</u> with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

- 2. <u>Commercial General Liability (CGL) Insurance</u> on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
- 3. <u>Business Automobile Liability Insurance</u> in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
- 4. <u>Professional Errors and Omissions Insurance</u> in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
- F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
- G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide

- the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
- 12. <u>Risk of Loss</u>. Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. Independent Contractor.

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

- Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
- 14. Employment/Conflict of Interest. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, 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 Service Provider, 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 City shall have the right to annul 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. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
- 15. <u>Audits and Inspections</u>. At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- 16. <u>City of Everett Business License</u>. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
- 17. <u>State of Washington Requirements</u>. Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
- 18. Compliance with Federal, State and Local Laws/Prevailing Wages. Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to

- workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.
- 19. Compliance with the Washington State Public Records Act. Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
- 20. <u>Compliance with Grant/Loan Terms and Conditions.</u> Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
- 21. **Equal Employment Opportunity**. Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
- 22. <u>Waiver</u>. Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- 23. <u>Complete Agreement</u>. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 24. <u>Modification of Agreement.</u> This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. <u>Severability</u>. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

26. Notices.

- A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
- B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
- 27. <u>Venue</u>. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
- 28. **Governing Law**. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
- 29. <u>City Marks</u>. Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 30. **No Personal Liability**. No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- 31. Federal Debarment. Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at https://www.epls.gov/epls/search.do. Service Provider shall keep proof of such verification within Service Provider records.
- 32. <u>Signature/Counterparts</u>. This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
- 33. Standard Document. This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS (v.1.13.25)

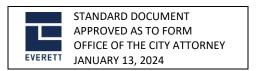


EXHIBIT A PROFESSIONAL SERVICES AGREEMENT (SCOPE OF WORK -- ATTACHED)

Everett WPCF Electrical Improvements Project

Scope of Services

The City of Everett (City) Water Pollution Control Facility (WPCF) requires upgrades to their aging electrical infrastructure. The facility has two Snohomish PUD (SNOPUD) feeds with known issues, including the possibility of failing insulation on the northern feed. The City desires automated transfer capability between the two feeds to replace the existing manual transfer process. Most of the existing low voltage electrical distribution equipment (switchboards, motor control centers (MCCs)) is past its useful service life and has limited spare parts available or with parts unreliably available through the gray market. Based upon equipment either nearing or being past the end of its service life, the City desires this equipment to be replaced.

Phase 1 Project Management and Administration

The tasks that comprise Phase 1 are provided below.

Task 1-1 Project Management

Objective To assemble, manage, and lead a cohesive project team to meet budget, schedule, and technical objectives.

Activities Activities for this task include:

- Setup the project and prepare an internal project management plan, quality control plan, fieldwork safety plan, and schedule.
- Develop a health and safety plan for fieldwork related to this project.
- Prepare and submit monthly invoices for progress payments, including progress reports.
- Document and track project decisions and risks and manage change commensurate with project risks.
- Prepare for and facilitate monthly half-hour meetings with City of Everett staff (2 Brown and Caldwell (BC) staff) throughout the duration of the project. Standard agenda shall be:
 - Project lookahead of activities for the next month
 - Open action items
 - Overall schedule and budget review
 - Specific task-oriented agenda items.

Deliverables Deliverables for this task include the following:

Monthly invoice and progress report

Assumptions General assumptions for all tasks include the following:

- Project duration is for a twelve (12) month period beginning at the notice to proceed (NTP), anticipated by June 16th, 2025.
- Costs provided in the attached Level of Effort spreadsheet include 2025 rates. BC assumes a 5% escalation for design activities that occur in 2026.



- All Project Deliverables will be in portable document format (PDF), with the addition
 of the electronic CAD files as a separate deliverable upon project close out.
- All Project meetings (updates, workshops, etc.) are to be held virtually via MS Teams.

Task 1-2 Project Kickoff

Objective

Facilitate a discussion with the project stakeholders to introduce the project objectives, scope of services, schedule and budget for the project to City stakeholders.

Activities

Activities for this task include:

- Facilitate a 1-hour meeting with the project stakeholder team (BC and City staff) to provide and discuss:
 - Project overview
 - Project approach, objectives and expectations
 - Task stages and activities
 - Desired engagement and involvement for all parties
 - Information request

Deliverables

Deliverables for this task include the following:

 Meeting agenda, presentation materials, and meeting minutes for the kick-off meeting.

Task 1-3 Quality Assurance/Quality Control (QAQC)

Objective

To provide quality assurance and control for the design efforts of this project. This will be facilitated through the Project Management phase, but be specific to design deliverables through the life of the project.

Activities

Activities for this task include:

Perform QAQC reviews with each design milestone (30%, 75%, and final design)

Deliverables

Internal deliverables for this task are the QC tracking logs and/or directly commented file copies of the design milestone packages. These logs/files may be made available to the City at their request, otherwise they will be archived with the project files.

Phase 2 Detailed Design

The tasks that comprise Phase 2 are provided below.

Task 2-1 Condition Assessment

Objective Document existing conditions at WPCF.

Activities

Activities for this task include:

- Visual inspection of existing electrical equipment including motor control centers (MCCs), switchboards, transformers (shell only), and conductors from transformer secondary to service entrance protective devices.
- Documentation of equipment age, condition, and maintenance history.
- Coordination with SNOPUD regarding medium voltage feeds and plant transference equipment (Time Allowance).



- Request one year's data from each of the four (4) utility meters onsite from SNOPUD, and include this data in the power quality analysis.
- Power quality analysis: Power quality stability of the existing electrical service from SNOPUD is unknown and needs to be investigated further. The site includes a medium voltage loop from SNOPUD with multiple SNOPUD transformers, each providing power to one or multiple City facilities. This allows for several locations from which to gather meter data to measure the SNOPUD electrical feed. BC proposes to identify one of the larger transformer sites and have the City install their power quality meter on the line side (utility side) of that process area's service entrance main breaker. By measuring at this point, it is assumed that data gathered would provide information for the utility via that loop feed, while also showing any other harmful electrical effect possibly generated by the City's equipment (i.e. harmonics or power factor). BC will analyze this data and provide an explanation of any issues observed and recommendations for their correction (if negative effects are noted) as a part of the Condition Assessment Technical Memorandum (TM).
- Creation of the Condition Assessment TM.
- Facilitate (1) 1-hr meeting to discuss the Draft documents (2 BC staff).

Deliverables

Deliverables for this task include the following:

- Condition Assessment TM
- Summary report for SNOPUD coordination with findings and any recommendations

Assumptions Assumptions for this task include the following:

- Condition Assessment field activities assumes that the effort will require 3 engineers for a total of 5 days to complete the effort.
 - Equipment Included:
 - SWBD-1500 (Aerator)
 - SWBD-1501 (Aerator)
 - SWBD-1502 (Aerator)
 - FES De-chlorination Building Interior (Panel L)
 - MCC 4800 (Primaries)
 - SWBD-4801 (Primaries)
 - MCC-101 (Headworks)
 - MCC-7170 (SEPS Hypo)
 - SWBD-A (Maintenance Building)
 - SWBD-2250 (Administration Building)
 - MCC-2251 (Administration Building)
 - Stage 3 SWBD-6601
 - Stage 3 MCC-6602
 - Stage 3 MCC-6609
 - Equipment Excluded:
 - Panelboards, Disconnects (unless otherwise noted here)
 - SEPS SWGR-1 (Cutlet Hammer, still manufactured)

Brown AND Caldwell

- City to review Condition Assessment TM and provide a single set of consolidated comments.
- Power Quality data gathering will be conducted by the City with City equipment at an interconnection location determined by the engineer for 1 month. Data output shall be in MS Excel or other comma delimited form easily read by MS Excel. This data shall be transmitted to BC for analysis and use in the Power Quality TM.
- SNOPUD Coordination After review of the site single line diagrams, automatic transfer at low voltage side of the system is not feasible. As such, automatic transfer would need to be accomplished at medium voltage on the SNOPUD side of the equipment. This task includes 60 hours for coordination meetings with SNOPUD and a summary report of findings. The findings are to include:
 - Condition of, and/or schedule of replacement of the medium voltage feeder cables to the plant (supposition based upon Everett personnel interviews).
 - Possibility of automatic transfer equipment at MV side of the system.
 - Acquiring digital maps representing all the MV equipment and underground service feeds for the plant.

Task 2-2 Preliminary Design (30%)

Objective

Provide design documents representing the replacement of the low voltage electrical distribution equipment.

Activities

Activities for this task include:

- Development of design criteria with the City (Basis of Design, electrical only) including equipment manufacturer selection
- Demolition Single-line diagrams
- New Single Line diagrams
- Engineer's estimate of equipment costs (Manufacturer Quotations)
- Design review workshop 1 hour (virtual) design review, 2 engineers

Deliverables

Deliverables for this task include the following:

- 30% design documents See Attachment A, Drawing List for detail.
- Design Specifications See Attachment B, Specification List draft specifications will be a portion of a later deliverable.

Assumptions

Assumptions for this task include the following:

- City review comments will be provided as a single set of consolidated comments.
- No building modifications will be required.
- No environmental permitting or land use activities are included in this scope of work.
- No modifications to the site standby generator systems are included in this scope of work.
- No modifications to the existing control systems are included in this scope of work.
 Existing controls relating to site MCCs and Switchboards are assumed to be determinated during demolition activities and re-terminated at similar locations (physical wire lengths sufficient) in new equipment during construction.



- Existing control schematics, bucket wiring diagrams and loop drawings relating to MCC or Switchboard controls are assumed accurate and will be included as a design documentation addenda in their current form (without updates from this contract).
- No field survey or scanning is included in this scope of work.
- No telecom, security, fire, or lightning protection design is included in this scope of work.
- Existing plant plan sheets and single line diagrams will be used for demolition sheets as a PDF background with work delineated by cross hatching and the addition of photographs and text.
- All design work will be completed using Autodesk AutoCAD (2D)

Task 2-3 Final Design

Objective

Provide design documents representing the replacement of the low voltage electrical distribution equipment.

Activities

Activities for this task include:

- 75%, and Final design submittals including:
 - Detailed design drawings Attachment A
 - Technical specifications Attachment B
- Design review meetings: (1) 2-hr workshop for 75% milestone

Deliverables

Deliverables for this task include the following:

- 75% and Final design drawings
- Technical Specifications (first draft at 75%)

Assumptions

Assumptions for this task include the following:

- Assumptions listed previously continue in effect.
- Project budget is based upon equipment count (14 pieces of equipment, listed above) and providing four (4) drawings per (plan demo, new single line, new plan, construction sequence) and five (5) technical specifications.
- BC will provide an additional set of Final design documents (drawings and specifications) printed with appropriate "PERMIT SET" stamps to the City. Further permitting services are not included in this scope.
- Bid services will be provided in a future amendment
- Services during construction (requests for information, submittals, change requests, construction observations, etc.) will be provided in a future amendment
- Electronic O&M Updates will be provided in a future amendment
- Power Systems Studies (updates to an existing study, a new study, settings, calculations, etc.) will be provided in a future amendment

Task 3-1 Owner's Reserve Fund

Objective

At the City's request, BC has included a reserve fund totaling \$25,000 that could be used at their discretion to cover unforeseen tasks, increases in scope, etc.

Assumptions

The Owner's Reserve would only be accessed with prior approval from the City's PM via a project change request submitted by BC.



Attachment A

Drawing List

Brown and Caldwell has provided this preliminary drawing list (numbers and titles to be updated to City requirements during design) to illustrate the expected drawing count for the project. The drawing list for the project is expected to include, but not be limited to:

Demolition

- D-001: SWBD-1500 Single Line Demolition
- D-002: SWBD-1501 Single Line Demolition
- D-003: SWBD-1502 Single Line Demolition
- D-004: FES De-Chlorination Building Panel L Single Line Demolition
- D-005: MCC-4800 Single Line Demolition
- D-006: SWBD-4801 Single Line Demolition
- D-007: MCC-101 Single Line Demolition
- D-008: MCC-7170 Single Line Demolition
- D-009: Maintenance SWBD-A Single Line Demolition
- D-010: SWBD-2250 Single Line Demolition
- D-011: MCC-2251 Single Line Demolition
- D-012: Stage 3 SWBD-6601
- D-013: Stage 3 MCC-6602
- D-014: Stage 3 MCC-6609

New

- E-001: Electrical Legend Sheet 1
- E-002: Electrical Legend Sheet 2
- E-010: SWBD-1500 Single Line Diagram
- E-011: SWBD-1501 Single Line Diagram
- E-012: SWBD-1502 Single Line Diagram
- E-013: FES De-Chlorination Building Panel L Single Line Diagram
- E-014: MCC-4800 Single Line Diagram
- E-015: SWBD-4801 Single Line Diagram
- E-016: MCC-101 Single Line Diagram
- E-017: MCC-7170 Single Line Diagram
- E-018: Maintenance SWBD-A Single Line Diagram
- E-019: SWBD-2250 Single Line Diagram
- E-020: MCC-2251 Single Line Diagram
- E-021: Stage 3 SWBD-6601 Single Line Diagram
- E-022: Stage 3 MCC-6602 Single Line Diagram
- E-023: Stage 3 MCC-6609 Single Line Diagram
- EP-010: SWBD-1500 Plan View
- EP-011: SWBD-1501 Plan View
- EP-012: SWBD-1502 Plan View

- EP-013: FES De-Chlorination Building Panel L Plan View
- EP-014: MCC-4800 Plan View
- EP-015: SWBD-4801 Plan View
- EP-016: MCC-101 Plan View
- EP-017: MCC-7170 Plan View
- EP-018: Maintenance SWBD-A Plan View
- EP-019: SWBD-2250 Plan View
- EP-020: MCC-2251 Plan View
- EP-021: Stage 3 SWBD-6601 Plan View
- EP-022: Stage 3 MCC-6602 Plan View
- EP-023: Stage 3 MCC-6609 Plan View
- EC-010: SWBD-1500 Construction Sequence
- EC-011: SWBD-1501 Construction Sequence
- EC-012: SWBD-1502 Construction Sequence
- EC-013: FES De-Chlorination Building Panel L Construction Sequence
- EC-014: MCC-4800 Construction Sequence
- EC-015: SWBD-4801 Construction Sequence
- EC-016: MCC-101 Construction Sequence
- EC-017: MCC-7170 Construction Sequence
- EC-018: Maintenance SWBD-A Construction Sequence
- EC-019: SWBD-2250 Construction Sequence
- EC-020: MCC-2251 Construction Sequence
- EC-021: Stage 3 SWBD-6601 Construction Sequence
- EC-022: Stage 3 MCC-6602 Construction Sequence
- EC-023: Stage 3 MCC-6609 Construction Sequence

Attachment B

Specification List

Brown and Caldwell has provided this preliminary specification list to identify the expected design specifications for the project. The specifications for the project are expected to include, but not be limited to:

- 26 05 00: Common Work for Electrical
- 26 08 00: Commissioning of Electrical Systems
- 26 24 13: Switchboards
- 26 24 19: Motor Control Centers
- 40 61 21: Process Control System Testing

EXHIBIT B PROFESSIONAL SERVICES AGREEMENT

Name	Title	Rate
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		Adam Lambert	Drew Tucker	Kieran Abbott	Michael Toole	Riley Middlebrook	Susan Nguyen	Tamzid Ahmed	Anna Koch	Steven Canas	Jim Priestley				er Travel penses	ner Direct Costs ODCs)				
Phase	Phase Description	BIM	PM/DL	PA	Sr EE	DPM	Billing	Jr EE	Cond. Assess. Support	CAD	QAQC	Total Labor Hours		otal Labor Effort			Tota	al ODCs	To	otal Effort
		\$192.86			\$203.13	\$174.10	\$87.26	\$142.51	\$227.37	\$160.68										
001	Project Management & Admin	42	85	36	19	115	14	17	0	2	198	528		131,250	-	\$ -	\$	-	\$	131,250
011	Project Management	40	70		12	108	14	12	0	0	0	292	-	58,720	\$ -	\$ -	\$	-	\$	58,720
012	Project Kickoff	2	2	0	2	2	0	2	0	2	0	12		2,383	\$ -	\$ -	\$	-	\$	2,383
013	QAQC	0	8	0	0	0	0	0	0	0	198	206	-	66,243	\$ -	\$ -	\$	-	\$	66,243
014	Workshops	0	5	0	5	5	0	3	0	0	0	18	\$	3,904	\$ -	\$ -	\$	-	\$	3,904
002	Detailed Design	0	132	0	318	0	0	462	40	986	0	1,938	\$	345,787	\$ 6,750	\$ -	\$	6,750	\$	352,537
021	Condition Assessment	0	64	0	68	0	0	80	40	0	0	252	\$	55,655	\$ 6,750	\$ -	\$	6,750	\$	62,405
022	SNOPUD	0	40	0	20	0	0	0	0	0	0	60	\$	16,787	\$ -	\$ -	\$	-	\$	16,787
023	Preliminary Design	0	10	0	80	0	0	132	0	345	0	567	\$	95,369	\$ -	\$ -	\$	-	\$	95,369
024	Final Design	0	18	0	150	0	0	250	0	641	0	1,059	\$	177,976	\$ -	\$ -	\$	-	\$	177,976
003	Owners Reserve Fund	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$ -	\$ 25,000	\$	25,000	\$	25,000
031	Conditional Available Funds	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$ -	\$ 25,000	\$	25,000	\$	25,000
	GRAND TOTAL	42	217	36	337	115	14	479	40	988	198	2,466	\$	477,037	\$ 6,750	\$ 25,000	\$	31,750	\$	508,787

Hours and Dollars are rounded to nearest whole number.

Assumptions

1) Total Effort shown includes a 5% escalation for tasks completed in 2026



Project title:

Professional Services Agreement with Otak, Inc. for the Olympic Boulevard Fish Barrier at Pigeon Creek No.2

Council Bill #	Project: Olympic Boulevard Fish Barrier at Pigeon Creek No.2
	Partner/Supplier: Otak, Inc
Agenda dates requested:	Location: Olympic Boulevard
Briefing	Preceding action: Plans and System Ordinance approved 10/23/24 – Ordinance 4050-24
Proposed action	Fund: 336-Water & Sewer System Improvements
Consent 06/04/25 Action	
Ordinance	Fiscal summary statement:
Public hearing	The funding source for this project will be \$2,140,000 in awarded federal PROTECT
Yes x No	funding from WSDOT, and \$860,000 in local match funds from Fund 401 Water and
Budget amendment:	Sewer Utility Fund. The total programmed available funding, as established by
Yes x No	Ordinance no. 4050-24, is \$3,000,000.
PowerPoint presentation:	
Yes x No	Project summary statement:
Attachments:	The consultant will provide engineering and permitting support to the City's project
PSA	team throughout the design process.
Department(s) involved:	
Public Works, Admin	The culvert at Olympic Boulevard is identified as being capacity deficient with a history of flooding which has threatened the roadway and destabilized adjacent steep slopes.
Contact person:	This project will replace the existing culvert at Olympic Boulevard with a fish passable
Tom Hood	structure and regrade the stream channel immediately downstream of the culvert to
Phone number:	restore fish migration in the stream.
425.257.8809	
Email:	
THood@everettwa.gov	Recommendation (exact action requested of Council):
	Authorize the Mayor to sign the Professional Services Agreement with Otak, Inc. in the
	amount of \$296,967.
total-lad boo	
Initialed by: RLS	
Department head	
•	
Administration	
Council President	



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the "City"), and the Service Provider identified in the Basic Provisions below ("Service Provider"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS						
	Otak, Inc.					
Service Provider	2828 Colby Ave Suite 401					
	Everett, WA 98201					
	russ.gaston@otak.com					
	Klayton Leingang					
	City of Everett – Public Works					
City Project Manager	3200 Cedar St					
	Everett, WA 98201					
	kleingang@everettwa.gov					
Brief Summary of Scope of Work	The consultant will provide engineering and permitting support to the City's project team throughout the design process.					
Completion Date	December 31, 2027					
Maximum Compensation Amount	\$296,967					

BASIC PROVISIONS						
	Alison Blaser, Greyling Insurance Brokerage					
Service Provider Insurance Contact Information	(770) 927-8388					
Information	Alison.blaser@greyling.com					
	Does Service Provider have 25 or more employees?					
	Answer: Yes					
	If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?					
State Retirement Systems (must	Answer: N/A - Service Provider has 25 or more employees					
answer both questions)	"DRS retirement system" refers to any of the following Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).					
	"Service Provider Personnel" includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then "Service Provider Personnel" refers to the sole proprietor.					
Willful Wage Violation Certification	By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider's signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.					

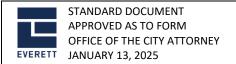
END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

CITY	OF	ΕV	ERI	ET	T
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Enter Service Provider name – must match name in Basic Provisions

Cassie Franklin, Mayor	Signature:
	Name of Signer: Russ Gaston Signer's Email Address: russ.gaston@otak.com
Date	——— Title of Signer: Principal Engineer
ATTEST	
Office of the City Clerk	



ATTACHMENT PROFESSIONAL SERVICES AGREEMENT (GENERAL PROVISIONS v.1.13.25)

- 1. Engagement of Service Provider. The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider's proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
- 2. Intellectual Property Rights. Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a "Work For Hire" as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a "Work For Hire" under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
- Time of Beginning and Completion of Performance. This Agreement shall commence as of the
 date of mutual execution of this Agreement and the Work shall be completed by Completion Date
 stated in the Basic Provisions.

4. Compensation.

- A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
- B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
- C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not

identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.

- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. Method of Payment.

- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
- B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
- 6. <u>Submission of Reports and Other Documents</u>. Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
- 7. Termination of Contract. City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
- 8. <u>Changes</u>. The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

- scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
- 9. <u>Subletting/Assignment of Contracts</u>. Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
- 10. Indemnification. Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. Insurance.

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 - 1. <u>Workers' Compensation Insurance</u> as required by Washington law and <u>Employer's Liability Insurance</u> with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

- 2. <u>Commercial General Liability (CGL) Insurance</u> on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
- 3. <u>Business Automobile Liability Insurance</u> in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
- 4. <u>Professional Errors and Omissions Insurance</u> in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
- F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
- G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide

- the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
- 12. <u>Risk of Loss</u>. Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. Independent Contractor.

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

- Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
- 14. Employment/Conflict of Interest. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, 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 Service Provider, 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 City shall have the right to annul 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. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
- 15. <u>Audits and Inspections</u>. At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- 16. <u>City of Everett Business License</u>. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
- 17. <u>State of Washington Requirements</u>. Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
- 18. Compliance with Federal, State and Local Laws/Prevailing Wages. Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to

- workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.
- 19. Compliance with the Washington State Public Records Act. Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
- 20. <u>Compliance with Grant/Loan Terms and Conditions.</u> Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
- 21. **Equal Employment Opportunity**. Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
- 22. <u>Waiver</u>. Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- 23. <u>Complete Agreement</u>. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 24. <u>Modification of Agreement.</u> This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability**. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

26. Notices.

- A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
- B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
- 27. <u>Venue</u>. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
- 28. **Governing Law**. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
- 29. <u>City Marks</u>. Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 30. **No Personal Liability**. No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- 31. Federal Debarment. Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at https://www.epls.gov/epls/search.do. Service Provider shall keep proof of such verification within Service Provider records.
- 32. <u>Signature/Counterparts</u>. This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
- 33. Standard Document. This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS (v.1.13.25)

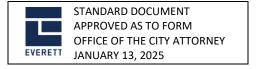


EXHIBIT A PROFESSIONAL SERVICES AGREEMENT (SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

City of Everett Olympic Blvd Fish Barrier Culvert Replacement

5/15/2025

Description of Project

The **Olympic Blvd Fish Barrier Culvert Replacement** project aims to restore fish passage and improve stream connectivity in Howarth Park by replacing the existing culvert, which currently acts as a barrier to fish migration on Pigeon Creek 2. The City of Everett is committed to enhancing ecological function and meeting regulatory requirements by implementing a design that supports sustainable fish passage while maintaining infrastructure integrity. The project will involve detailed environmental analysis, permitting coordination, and surveying to ensure that the new culvert design aligns with habitat restoration goals and hydraulic performance standards.

Otak (Consultant) will provide Engineering Support Services, including Options Analysis, Environmental Sciences, Permit Support, and Survey Services, to supply critical data that informs city design decisions. This scope of work will encompass environmental assessments to evaluate habitat conditions, permitting assistance to navigate regulatory approvals, and surveying to establish accurate site conditions for design development. By integrating these services, CONSULTANT will help ensure the project meets ecological and engineering requirements while supporting the City of Everett's commitment to environmental stewardship and infrastructure resilience.

Consultant's Scope of Services for this project includes the following:

Project Management and Coordination

- Site Investigation
- Topographic Survey and Basemap
- Environmental and Permitting
- Hydraulic Modeling and Alternatives Analysis
- Geotechnical Support (HWA GeoSciences)
- Cultural Resources Review (Cultural Resource Consultants)
- Agency Meeting and Permit Facilitation
- Advertisement and Bid Support (Optional)
- Construction Engineering Support Services (Optional)
- Engineering Support (Optional)

1.0 Project Management and Coordination

The engineering support work is anticipated to last 12 months with notice to proceed in May 2025 with an option to extend for an additional 7 months with an anticipated completion in December 2026. The City's plan is for construction to occur in 2026/2027.

1.1 Project Management

This task includes administration of the contract between the CONSULTANT and the City, preparation of monthly progress reports and quality control, necessary for the Project.

The task includes all administrative services needed to coordinate with Otak's and the City's sub-consultants and to complete the Project on time and within budget. The following are the categorized activities associated with this work element:

- Project Schedule Updating
- Monthly Progress Reports, and Invoicing. Progress reports will contain a narrative that
 - identifies and describes significant activities performed in the previous month and the
 - significant planned activities for the upcoming month.
- Prepare sub-consultant agreements, coordinate, budget and review the project progress and submittals.
- Prepare, monitor, and update project schedule.
- Monitor project budget.
- Prepare monthly billings and progress reports.

TASK 1.1 ASSUMPTIONS

- Notice-to-proceed will occur in May 2025 with task completion anticipated by November 2026.
- Consultant to prepare a MSFT Project schedule for their deliverables updated as needed in Microsoft Project, maintain project schedule updating quarterly
- Consultant and Sub-Consultants required to upload deliverables to Autodesk BUILD including Progress Reports and Invoices
- The additional optional tasks shown hereinafter would be budgeted under management reserves and/or a contract amendment.

TASK 1.1 DELIVERABLES:

- Progress Reports
- Monthly Invoicing
- Project Schedule and Quarterly Updates

1.2 Project Internal and External Coordination

- Schedule and coordinate with design team.
- Meetings and Meeting Minutes approximately 12 team meetings are assumed for the duration of the design activities
- Maintain regular informal contact telephone discussions, and electronic mail.
- Obtain, with assistance from the City, rights-of-entry necessary for field observations and environmental studies.

TASK 1.2 ASSUMPTIONS

- Up to 12 monthly status meetings will be held via video conference with agenda and meeting minutes.
- Project coordination to discuss work in progress will occur in biweekly, 30 minutes, and up to two workshops, via MS Teams meetings
- The City project manager will consolidate review comments and provide directions to the Otak team

- Discussing project conflicts that arise, labor resourcing
- Informal internal communications, progress check-ins, scheduling deliverables

TASK 1.2 DELIVERABLES

- Meeting Minutes
- Responses to City review comments
- Emails

2.0 Site Investigation

2.1 Desktop Review

The Consultant will gather additional existing available information from the City, County or State Agencies on Pigeon Creek 2, flooding, landslides within the basin. This includes past maintenance records, drainage complaints, photographs, stormwater infrastructure drawings, as-builts or surveys.

2.2 Site Reconnaissance/Geomorphic Survey

The team will visit the project site with the City Project Manager to inspect the existing conditions. The project survey basemap will be field verified for utility locations/conflicts, existing critical infrastructure, and access features. The ditch and culvert stormwater conveyance adjacent to Olympic Blvd will be evaluated to understand current conditions safety concerns.

As part of this task, Otak's geomorphologist and hydraulics engineer will assess the stream reach from Mukilteo Blvd to the Puget Sound outfall to assess changes in the stream channel and work performed by the City or others in the corridor, and new sources of sediment supply such as shallow slope failures or nick points forming in the channel, and where logs are holding sediment and debris. Otak's geomorphologist and hydraulic engineer will also hand measure cross sections every 100 feet beyond the survey profile between Mukilteo Boulevard and the Port Gardner Bay outfall and integrate with the LIDAR map.

TASK 2 ASSUMPTIONS

- City provides available past maintenance records, drainage complaints, photographs, and stormwater infrastructure information.
- The City will coordinate/obtain right of entry contacting landowners and securing rights.
- The City will provide access to Howarth Park Property.
- Up to four Consultant team members will visit the project site with City staff, including the project manager, Consultant will contact outside agencies for relevant information.
- The City will advise if any additional basin planning work has been completed since Otak's study
- Otak's stormwater staff will coordinate with survey staff so that site reconnaissance will not require substantial vegetation removal
- We assume this reconnaissance will span approximately 3000 LF
- Site reconnaissance will include ArcGIS to show spatial
- The Desktop Review does not include preparing a bibliography/reviewed material summary. Information taken from the reviewed data will be incorporated into the Alternatives Analysis Technical Memorandum, as part of Task 5.

TASK 2 DELIVERABLES

- GIS graphics with annotation of culverts, size, material flowlines, profiles infrastructure, overflow paths and existing culverts, ditches.
- Markups on survey basemap for internal use and coordination with surveyors, if additional information needed.
- Existing conditions site observations memorandum including hydraulic and geomorphic constraints

3.0 Topographic Survey and Basemap - this Task was removed from the scope and is intentionally left blank.

4.0 Environmental Investigations and Permitting

Otak will provide an Environmental Permitting Plan with documentation for the National Environmental Policy Act (NEPA), the State Environmental Policy Act, and local permits/approvals. Federal funding is anticipated to be administered through WSDOT Local Programs. Consultant assumes WSDOT will be the lead coordinator for NEPA. For the

purposes of this Scope of Services, Consultant assumes that this project can be authorized under a

NEPA Categorical Exclusion (CE) and environmental documentation produced under this scope

of work will be based on a single preferred alternative with a closure/detour option to be selected

prior to PSE preparation and after outreach is conducted by others. Necessary work elements

associated with preparation of NEPA and documentation and coordination are assumed as

follows:

4.1 Environmental Evaluation, Delineation Field Work, and Summary Data Gathering

Early in the project the Consultant will gather relevant and available resource information about the natural and man-built environmental context of the project action. The consultant will conduct a desktop internet document review to identify known and documented environmentally sensitive areas (e.g. wetlands, streams, geologic hazards, and mapped Ecology facilities and hazmat sites). This desktop review will also include identifying other known/mapped features of potential concern including public properties/parks, historic and/or cultural resources, disadvantaged populations, and ecological/natural resources risks. The work conducted under this task will be based on internet research and review of existing documentation on the PROJECT area and vicinity.

Wetland areas need to be confirmed for absence or presence in and near work areas under and adjacent to the culvert. Field work will be conducted by Consultant's

environmental scientist(s) to delineate the stream and any wetlands and to observe the site for type/classification/ or characterization meeting all agency requirements/methods. Wetlands will be rated per the 2014 rating system.

The Ordinary-High-Watermark (OHWM) of Pigeon Creek 2 will be flagged in the field (and surveyed) in the context of the project on public property (or as right of entry is secured by others on adjacent private property). The survey of located/numbered delineation flags will be used for project related maps and information to identify critical areas for avoidance of impacts. Field findings of the reconnaissance will be described in NEPA documents to the level relevant to define the environmental context for NEPA review. A critical areas technical report will be produced by the consultant to document the methods and findings of delineation/classification and habitat assessment efforts. The study area for the wetland and stream delineation will be 100 feet from the center point of the Pigeon Creek/Olympic Drive crossing.

The consultant will also identify necessary environmental documentation data/materials as part of the

background information review and site reconnaissance that may be needed to develop and meet the requirements of the National & State Environmental Policy Act (NEPA). No actual permit or regulatory documentation (NEPA and documentation) will be developed under this task. Information gathered under this task will be placed in Project Files and used in the work items related to document production subtasks.

TASK 4.1 ASSUMPTIONS

- The City shall provide rights-of-entry as needed to access Pigeon Creek 2 for delineation.
- The area on either side of Pigeon Creek 2 upstream of the existing culvert is not known to be directly accessible without specialized equipment or other means.
 Climbing equipment and specialized climbing operations for difficult delineation access are not provided by the Consultant.
- Field activities are assumed to involve 2 consultant staff for up to 1 days in field plus office time for data assembly and to summarize findings.
- Otak will not provide additional exhibits beyond what is shown in the scope document for insertion into permit applications
- These exhibits will be based on the City's advancements of Otak's 20% design documents

TASK 4.1 DELIVERABLES

- Environmental Permitting Plan (e.g., Permitting and Environmental Review Memorandum) listing all permitting & approvals required with a description of the process for completion.
- Technical Memorandum (e.g., Wetland and Stream Delineation and Wildlife Habitat Assessment Report) describing the findings of field investigations and baseline environmental conditions.

4.2 NEPA Documentation

The PROJECT is assumed to qualify for Categorical Exclusion (CE) under WDSOT NEPA review and is assumed to be exempt from SEPA. For this task, Consultant will draft and complete:

- Preliminary and Final NEPA CE Form
- 4(d) Regional Road Maintenance Program documentation for Endangered Species Act compliance
- Prepare an Area of Potential Effect Cultural Resources Assessment with Historic Structures Screening
- Prepare 4(f) documents.
- Consultant will assist the City to coordinate with the WSDOT staff for review and approval signatures on the CE Form and as may be needed for NEPA.

TASK 4.2 ASSUMPTIONS

- An early coordination virtual meeting will be scheduled with WSDOT Local Programs at or before the preliminary 30% design phase. Meeting facilitation will be provided by the Consultant to review the project with WSDOT for reconfirmation of NEPA documentation levels and to discuss the preferred design before NEPA documentation is produced.
 - The initial preliminary NEPA document submittal typically occurs shortly after the 60%design is submittal with a final submittal for signature near the 90% design completion level.
- No City preapplication meetings will be scheduled or conducted by the Consultant.
 NEPA submittal and feedback with Everett will be assumed to be handled by City staff along with clarification of any local City of Everett permit needs.
- City staff will be responsible for local City of Everett permit submittals and obtaining
 City permits and reviews related to any required development permit applications
 including administrative review, grading, site plan review, right-of-way use, and other
 related permits as required.
- Federal funding will require compliance with WSDOT NEPA. A NEPA CE is assumed to be the appropriate level of NEPA determination. A Preliminary and Final NEPA CE Documentation Form will be completed by Consultant for City submittal to WSDOT.
- Under NEPA, the PROJECT will require Section 106 review under the National Historic Preservation Act. A Cultural Resources APE Memo and a Cultural Resources Survey inclusive of existing site information will be prepared by Consultant for WSDOT review and coordination.
- Endangered Species Act compliance is assumed demonstrated through use of:
 - o the WSDOT NEPA CE form checklist,
 - 4(d) maintenance program provisions for NMFS administrated species [4(d) compliance documentation will be prepared];

- through avoidance/minimization of any direct in-water work or any direct wetland impacts; and
- through avoidance of other impacts that may trigger Federal Formal ESA Consultation. A Biological Assessment for Formal Section 7 ESA Consultation is therefore not assumed or known to be needed at this time. Avoidance/minimization of impacts to wetlands or Pigeon Creek 2 and avoiding triggers for Formal ESA consultation is a primary project objective. If additional documentation is requested by regulatory agencies during the design project, a supplemental scope, fee, and project delivery schedule will be prepared.
- A Letter of No Effect for ESA-listed species administered by the USFWS will be prepared to WSDOT standards.
- The Wetland and Stream Delineation and Wildlife Habitat Assessment Report completed under Task 4.1 will be provided for NEPA documentation that will describe natural environment conditions (wetland, streams, wildlife habitat) for the bridge site associated with Pigeon Creek 2 along with the methods and findings of the delineation work. The site has not been accessed, and no wetlands are known to occur in the work areas at the time of scope preparation. A detailed site reconnaissance must be conducted, and all potential work areas must be confirmed. Furthermore, for the purpose of this scope, direct in-water and instream work in Pigeon Creek 2 and wetland work/impacts are assumed to occur. Delineation field work and the project action will be limited to occur on City owned property and/or right-of-entry will have been approved by others prior to initiating any Consultant field work in Task 4.1 and no subsequent delineation efforts are assumed in this task. Temporary project-related vegetation disturbance impacts to the riparian buffer of Pigeon Creek 2 are assumed and will be described and addressed with a draft impacts assessment and vegetation restoration plan (e.g., mitigation and monitoring plan) in Task 4.3. Wetland and stream impacts are anticipated due to the nature of the project.
- A Hazardous Materials Technical Memo will be provided by the CONSULTANT to identify and describe work location, and any identified hazardous materials risks based on WSDOT hazmat screening requirements. A full Phase One Environmental Site Assessment or other hazmat investigations or cleanup actions are not assumed under this task.
- Consultant will coordinate with the City follow-up to WSDOT LPE approximately every 2-3 weeks after NEPA submittals to facilitate reviews. It is assumed the City will prepare information to submit the Preliminary CE form to WSDOT at or near the completion date of the 30% PSE and the Final CE form will be submitted to WSDOT by the City at or after 60%PS&E submittal.
- 4(f) compliance is expected to require either a temporary occupancy form or signed de minimis declaration using WSDOT's forms. Consultant will prepare the 4(f) compliance form and route for signatures. The City will work with the City's Parks Department to obtain approval of use of the parklands for 4(f) compliance.

• Noise assessment, air assessment, or visual assessment, or other special studies are not assumed to be required at this time and are not included in this scope or fee.

TASK 4.2 DELIVERABLES

- Preliminary NEPA CE Form and technical memos for; Cultural Resources; Hazmat Screening; 4(f) documentation, No Effect Letter for ESA compliance, and 4(d) RRMP documentation provided in Word format provided at or near 60% PSE submittal date for WSDOT submittal by City.
- NEPA Checklist in PDF format provided at or near 60% PSE submittal.
- Final NEPA CE Form prepared for City of Everett signature and WSDOT submittal provided by Consultant at or after 60% PS&E submittal.

4.3 Prepare JARPA Form for HPA and Facilitate WDFW HPA Submittal and Review:

The consultant will prepare a Joint Aquatic Resources Permit Application (JARPA) and vegetation restoration and culvert monitoring plan (e.g., mitigation and monitoring plan), and will provide electronic HPA submittal with the Critical Areas Memo and selected design plans drawings for HPA permit review, assumed to occur at or near the 90% PSE phase. The City will submit the JARPA package to WDFW and the USACE. The project is expected to be self-mitigating in that permanent and temporary adverse impacts to wetlands, streams, and buffers can be offset onsite through riparian vegetation and stream habitat restoration.

TASK 4.3 ASSUMPTIONS

- A NEPA Determination will be noticed/processed/obtained by the City prior to the HPA JARPA submittal.
- JARPA submittal with proposed project drawings and quantities based on 60% design; prepared by the City with support from Otak under other tasks is assumed to be necessary due to work over Pigeon Creek 2 for the culvert replacement and in water work in the creek is assumed to occur., the support is limited to the hours identified in the cost computation; if additional hours are needed, Otak will request a release of some management reserve budget or a contract amendment
- A site recon meeting with WDFW is assumed and no additional meetings are assumed for HPA review. Periodic email check-ins with the City and WDFW will be provided by email or virtual means by the CONSULTANT for approximately 4 weeks after the JARPA submittal to facilitate HPA review, assuming no more than a few hours per week of maximum City coordination assistance during this time.

TASK 4.3 DELIVERABLES

- Consultant correspondence via phone/TEAMS and/or email.\
- JARPA Form and Drawing Set
- Mitigation Plan, including vegetation restoration and culvert monitoring plan for regulatory compliance.
- Agency site meeting

 Draft and final documents will be provided to the City by email, to ease the electronic HPA submittal package to the WDFW by email (by the City). This will include the Wetland and Stream Delineation and Wildlife Habitat Assessment Report (prepared under Task 4.1), JARPA form and figures per USACE standards, (as described herein), mitigation and monitoring plan, and selected design drawings and available information to illustrate and describe the project for HPA review.

4.4 NPDES Construction Stormwater General Permit (CSGP)

It is unknown if construction of the PROJECT may require an acre or more of cumulative land disturbance triggering CSGP Notice of Intent (NOI) submittal. However, submitting permit coverage is advised since work will occur over and in Pigeon Creek 2 and permit coverage could be required by ecology due to potential water quality risks to the stream. If no permit is obtained prior to construction, Ecology could require coverage during construction and cause construction delays.

TASK 4.4 ASSUMPTIONS

- The City will be provided with application forms after submittal and will need to sign and return forms to Ecology and publish the required public notices.
- Permit coverage will be transferred to the Operator (Contractor) after bid award and before construction. All permit fees will be paid by the permittee and transfer of coverage will be included in the project manual.
- The Stormwater Pollution Protection Plan (SWPPP) will be provided by the Contractor in specifications and permit compliance will be addressed by Contractor.

TASK 4.4 DELIVERABLES:

Draft specification for Contractor compliance and permittee responsibility.

5. Hydraulic Modeling and Alternatives Analysis

This task will inform you of the layout and/or alignment of the selected option. Identify and select a design solution for Pigeon Creek 2 that will minimize temporary and permanent creek and wetland impacts for replacing the existing barrier culvert with a 100% fish passible conveyance of the creek under Olympic Blvd while minimizing sensitive area impacts. Options/elements to include Box Culvert, Arch Culvert, Precast Bridge and daylighting portions of Pigeon Creek 2 for all types of structures.

5.1 Hydraulic Modeling

Otak will perform hydraulic modeling for stream and structure design to support Everett's preliminary design. Refinement of the model to support final design will be completed under a contract amendment. The goal of hydraulic modeling is to ensure that the design allows for safe fish passage. Select flows such as a fish passage design flow, summer low flow, 2-year flow, and 100-year flow will be modeled and extracted results will be used to support preliminary design.

TASK 5.1 ASSUMPTIONS

Consultant to provide modeling and modeling documentation of the options and should include:

- Problem Statement: Clearly define the problem or question the model aims to address (e.g., flood risk assessment, water distribution analysis).
- Geographic Area: Specify the location and extent of the area being modeled
- We assume the hydrologic model performed for the Surface Water Comprehensive Plan does not need to be updated, flows will be extracted from the existing, and worse-case future, conditions; however, if development in the basin requires updating the hydrologic modelling, Otak would request a contract amendment
- Model Type: SRH 2D steady state
- Hydraulic analyses will extend from Mukilteo Boulevard to the 3000 feet downstream to outfall in Port Garnder Bay; to assess potential impacts off the project such as flooding, channel erosion or deposition, or impacts to critical habitat
- Otak will set up an existing conditions plan, and one proposed condition plan to support preliminary design; if iterations are needed to refine the proposed conditions, that would be covered under a contract amendment
- Otak will provide preliminary hydraulic results such as scour depth water flow depth, shear stress, velocity to Everett for use in streambed and structure low chord design
- Otak has budgeted up to 24 hours to coordinate with the City on how to utilize the hydraulic results for design
- Normal depth boundary condition will use hydraulic modeling
- The preliminary design included in this task will be assessing an average slope/hydraulic condition with the culvert and immediately upstream and downstream of the culvert. We anticipate that during the 60% design, the habitat features and geomorphic plane form or stream type(s) such as cascading boulders and/or step-pools will be added in the culvert, as well as upstream and downstream of the culvert. The habitat features may include a deformable bed design, to support in culvert meander bars and the installation of habitat features such as woody structures and boulders. Refinement of the preliminary hydraulic model to support the 60% design is not included in our scope and fee; Otak can add this as an amendment if needed, or the City can update the model

TASK 5.1 DELIVERABLES

- Fish Passage Basis of Design Memorandum which includes:
 - Key Findings: Summarize the key findings of the modeling study.
 - Visualization: Present the model results in a clear and concise manner (e.g., maps, tables, graphs).
 - Interpretation: Interpret the model results and their implications for the problem being addressed.

5.2 Alternatives Analysis

Two culvert alternatives will be prepared to compare culvert structure type for the culvert replacement. OTAK will evaluate suitable foundation types for the culvert(s) based on the geotechnical investigation. The pros and cons of each alternative will be provided with a comparison table, and a recommendation for a preferred alternative. The comparison table will include culvert capital construction costs, potential utility conflicts and relocation, public safety, construction challenges, maintenance considerations and ease of permitting. In addition to the comparison table the design criteria and any expected variances and 10% concept drawings will be documented in an alternatives analysis technical memorandum.

TASK 5.2 ASSUMPTIONS

- The alternative table includes qualitative descriptions of the following criteria as being high, medium, low for comparison
 - Operation and Maintenance Costs: Inspection schedules, debris removal, vegetation management.
 - Life Cycle Costs
 - Structural Maintenance: Repair of cracks, joint sealing, scour protection, inlet/outlet protection.
 - Flood/Storm Events Response: Emergency repair costs due to washouts, sediment buildup, or structural failure.
 - Sediment & Fish Passage Management: Ensuring channel stability and compliance with fish passage requirements.
 - Risk Analysis: Assess risks such as premature failure, regulatory noncompliance, climate change impacts.
 - Environmental & Social Benefits: Improved fish passage, habitat restoration, flood reduction, regulatory compliance.
- A section of the memo will address Everett Roadway Standards Compliance Considerations including:
 - Evaluate the Howarth Park access road and Olympic Boulevard for conformance with Everett Design and Construction standards including sight distance, clear zone compliance, roadway widths, non-motorized facilities, mainline and intersection geometry, signage and striping
 - The type and alignment of the culvert replacement options shall be considered when performing this analysis.
- A section of the memo will address structural engineering considerations
 - Design work will be at a 10%-level design which would not include bridge and wall plan sheets, but would include an opinion of cost and bridge and wall options.
- A section of the memo will address stream design in conformance with the 2013 WDFW Water Crossing Design Guidelines.
- Everett will furnish traffic volume data
- Optional; Otak anticipates a monitoring plan will be required to meet the risk assessments identified above with an annual report for 3 years that will include routing inspections and post-storm; which will be
- The culvert replacement will utilize stream simulation guidelines.

TASK 5.2 ASSUMPTIONS

None

TASK 5.2 DELIVERABLES

An Alternatives Analysis Technical Memorandum which includes a alternative comparison table

6. Geotechnical Support (HWA Geosciences)

The Consultant will review Geotechnical deliverables and provide coordination for the geotechnical work. The Geotechnical subconsultant Scope of Services is included in Attachment B. Boring Logs will be

included in the Geotechnical Memorandum. Geotechnical reports will be included as an attachment in Task 8.6.

TASK 6.1 DELIVERABLES

Review comments on draft geotechnical reports

TASK 6.1 ASSUMPTIONS

• The geotechnical report will be utilized by Otak to guide the conceptual design of the culvert foundation, possible retaining walls, and Pigeon Creek streambed

7. Intentionally left blank.

8. Agency Meetings and Permit Facilitation

Prior to permit submittals, Consultant will arrange a meeting, preferably on-site, with applicable City, State, Tribes, and Federal resource and regulatory agency staff to assure that they have a solid understanding of the existing and proposed conditions for the project prior to receiving the JARPA package. After permits are submitted, the Consultant will coordinate with City staff to respond to comments, provide additional clarification, and assist with shepherding the permits through the process efficiently.

TASK 8.1 DELIVERABLES:

Meeting agenda and minutes (draft and final) for all consultations.

9. Engineering Services Support – Management Reserve

These tasks will be individually authorized on a per task basis, if needed.

9.1 Advertisement and Bid Support

If requested, the consultant will provide responses to the bidder's questions and assistance to the City, including:

- Support for Bid Advertisement
- Respond to contractor questions when appropriate

9.2 Construction Engineering Support Services

If requested, this scope will be submitted as a supplement to the Contract. It may include services such as:

- Response to RFI's
- Review and approval of submittals
- Construction observation support
- Attendance at regular construction meetings
- · Coordination directly with the contractor, as directed by City of Everett

9.3 Engineering Support

If directed by the City, the consultant will provide services needed to assist the City for unforeseen tasks related to this project that were not specifically addressed in this scope of work. Including.

Landscape Architecture Services

- Design and installation of riparian restoration or other site-specific landscape improvements.
- Incorporation of sustainable landscape strategies for habitat improvement or aesthetic considerations.

Stream Channel Design Services

- Modifications to stream channel alignment or grading to ensure optimal fish passage.
- Design and implementation of erosion control or sediment management strategies, including options for a creek diversion during construction.

Civil and Structural Engineering Services

• The City is going to lead civil and structural engineering, the consultant will provide civil and structural input to the Alternatives Analysis.

Environmental Compliance & Permitting Support

- Assistance in obtaining additional or revised permits, including NEPA, ESA compliance, or other environmental regulatory requirements.
- Mitigation design and implementation in response to unforeseen environmental concerns.

Cultural & Archaeological Assessments (Cultural Resource Consultants)

- Coordination with local tribes and cultural resource specialists if unanticipated cultural or archaeological resources are encountered.
- Performance of archaeological surveys or studies,

if required, Peer Review of Everett 30%, 60%, 90% and Final Plans, Specifications and Cost Estimates

- Otak will review these deliverables and provide written comments in red-line or matrix style as directed by the City
- If desired, Otak can meet with the City to explain the comments to collaborate solutions regarding the comments

These optional/additional services will be provided as needed, subject to approval by the City, and will be billed as per the Consultant's standard rates or agreed-upon fixed fees.

EXHIBIT B PROFESSIONAL SERVICES AGREEMENT

Name	Title	Rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
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6	enter task	enter amount
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6 6	enter task	enter amount enter amount enter amount

Category 2: Sensitive information City of Everett Olympic Boulevard Fish Barrier Culvert Replacement Consultant Cost Computation

Discipline		Discipline Civil Stormwater/Environmental Structures Admin						min											
		Massie	Lauck	Kayanda	Gaston	Henrikson	Jain	Brascher	Ader	Rogers	Gray	Corrigan	Doherty	O'Connell	Schneider	Hazelquis t	Tengbom		
Task	Description	Civil Engineer IX	Civil Engineer I	Engineeri ng Tech IV	Sr. PIC/Sr. PM Civil	ng Designer	Civil Engineer VI	Scientist VI	Scientist IV	Sr. GIS Specialist Planner	Scientist VI	Scientist II	Civil Engineer X	ng Designer	Landscape Architect III		Project Admin Assist	Total Hours	Total Budget by Task
	-					11/								TV/					
	PROJECT MANAGEMENT AND COORDINATION Project Management				40		10									8		60	¢1 5 905
	Project Management Project Internal and External Coordination	20	12		30		12 60				20		4			8		146	\$15,325 \$29,929
1,2	1 Tojoot Internat and Externat Coordination		12		- 50		00				20		-					110	Ψ20,020
2.0	SITE INVESTIGATION																		
	Desktop Review	1	1		4	50	20	2	4	4			2					88	\$13,600
2.2	Site Reconnaissance/Geomorphic Survey		4		4	60	30		72	12			2					184	\$27,250
3.0	TASK REMOVED FROM SCOPE AND FEE																		
	ENVIRONMENTAL INVESTIGATIONS AND																		
	PERMITTING																		
	Environment Evaluation, Delineation Field Work, and																		
	Summary Data Gathering	2	2								56	84						144	\$21,710
4.2	NEPA Documentation Prepare JARPA Form for HPA and Facilitate WDFW HPA		8								64	80						152	\$23,268
	Submittal and Review	2	6		8		24		4		24	32			4			104	\$17,395
	NPDES Construction Stormwater General Permit (CSGP)		2		0		24		-		24	02			7			2	\$279
5.0	HYDRAULIC MODELING AND ALTERNATIVES ANALYSIS																		
	Hydraulic Modelling	0	00	0.4	16	100	60	12	16	16			9.4	F0.			24	244	\$37,934
5.2	Alternatives Analysis	- 8	60	24	20	100	60						24	50			10	356	\$54,774
	GEOTECHNICAL SUPPORT (HWA GEOSCIENCES)		0				4						4					0.0	#B 001
6.1	Geotechnical Support (HWA Geosciences)	2	2		4		4						4	4				20	\$3,981
	-																		
	AGENCY MEETINGS AND PERMIT FACILITATION																		
8.1	Agency Meetings and Permit Facilitation	2			8		40		40				2	2				94	\$16,028
	ENGINEERING SERVICES SUPPORT -																		
	MANAGEMENT RESERVE									-					-	1			#9.000
	Advertisement and Bid Support Construction Engineering Support Services		1							-						1		1	\$3,000 \$7,000
	Engineering Support Engineering Support			1															\$10,000
																			·
	Total Hours	37	97	24	134	310	310	14	136	32	164	196	38	56	4	8	34	1594	
	Billing Rate (DSC x OH + DSC x 30% Profit)	\$199.49	\$139.37	\$105.95	\$304.19	\$132.44	\$170.86	\$198.45	\$141.50	\$146.74	\$198.95	\$117.75	\$227.57	\$123.16	\$129.21	\$138.33	\$107.42		
	(DSC x OH + DSC x 80% Proju)	\$7,381	\$139.37	\$2,543	\$40,761	\$132.44	\$52,967	\$2,778	\$141.50	\$4,696			\$8,648	\$6,897	\$129.21	\$1,107	\$3,652		
	Total Labor Cost																		\$281,472
	2026 Escalation @ 5% on 50% of Labor																		\$3,518
	General Expenses			· · · · · · · · · · · · · · · · · · ·								· · · · · · · · · · · · · · · · · · ·							
	(Reproduction, Mileage, Misc.)																		\$6,000
9.3	Cultural Resource Survey - Cultural Resource Consultants																		\$5,976
0.0	Grand Total																		\$296,967
	2. 2.70 2.000																		Ψ=00,001



EVERETT City Council Agenda Item Cover Sheet

Project title: Temporary Right of Way Use Permit and Agreement with Pacific Rucker, LLC

Council Bill # interoffice use				
Agenda dates requested:				
Briefing Proposed action Consent 6/4/2025 Action Ordinance Public hearing Yes X No				
Budget amendment: Yes X No				
PowerPoint presentation: Yes X No Attachments: Agreement				
Department(s) involved: Real Property Parks & Facilities				
Contact person: Bob Leonard				
Phone number: 425-257-8335				
Email: bleonard@everettwa.gov				
Initialed by: RML Department head				
Administration				
Council President				

Project:	Temporary Right of Way Use Permit and Agreement
Partner/Supplier:	Pacific Rucker, LLC
Location:	Pacific and Rucker
Preceding action:	N/A
Fund:	N/A

Fiscal summary statement:

The proposed temporary Right of Way use permit and agreement is related to installation of temporary below-grade support ("Tie-Back Improvements") during construction. The agreement provides protection for the City's improvements to the Right of Way and guarantees insurance coverage in the event of any incidental damage. There is no fee associated with the agreement. It is required as a condition to the project permit.

Project summary statement:

Pacific Rucker, LLC has requested a permit for use of a portion of the public right of way during construction of a mixed use, multi-family apartment building consisting of approximately 214 units. Pacific Rucker, LLC has submitted plans for a project to construct a mixed use commercial and multi-family apartment building with approximately 214 units. During construction, excavation will require shoring walls for support of below-grade development. The shoring walls must be secured by tie-backs that extend into the right-of-way. Once the project is completed, the tie-backs will no longer be needed and will be removed. The proposed Temporary Right of Way Use Permit and Agreement sets forth agreed terms between the City and Pacific Rucker, LLC.

Recommendation (exact action requested of Council):

Authorize the Mayor to execute the temporary Right of Way use permit and agreement with Pacific Rucker, LLC.

When Recorded, Return to:

CITY OF EVERETT REAL PROPERTY MANAGER 801 E. Mukilteo Blvd., Bldg. 100 Everett, WA 98203

TEMPORARY RIGHT OF WAY USE PERMIT AND AGREEMENT

Grantor:	CITY OF EVERETT			
Grantee:	Pacific Rucker, LLC			
Legal Descriptio Additional on Exl and Exhibit B				
Assessor's Tax Parcel ID #: $\frac{0043757340-2700, -2400, -2200, -2000,}{-1900, -1700, -1500, -1300, -1200, -}{0900, -0700, -0600, -0102, -0101}$				
Reference Nos. of Documents Released or Assigned:				

This Temporary Tie-Back Right of Way Use Permit and Agreement (the "Agreement"), dated for reference purposes as of ________, 2025, is executed by and between CITY OF EVERETT ("Grantor") and Pacific Rucker, LLC (together with its successors and assigns, "Grantee").

RECITALS

- A. The Grantee owns the real property generally located at <u>3102 Rucker Avenue</u> and legally described in the attached <u>Exhibit A</u> (the "*Property*"). The Property abuts Grantor rights-of-way, all of which are legally described in the attached <u>Exhibit B</u> (these rights-of-way collectively, the "*City Properties*")
- B. Grantee requests an permit to establish certain temporary rights in favor of Grantee within a certain area of the City Properties, which area is shown in the schematic diagram in the attached Exhibit C (the "Tie-Back Area"). The purpose of these rights is for shoring walls and to provide support for the below-grade development of project being constructed on the property (the "Project"). After Project completion, the Tie-Back Improvements (as defined below) will be left in place, but will no longer be load-bearing, will be removed as set forth in this Agreement.

AGREEMENTS

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

- 1. Grant of Temporary Tie-Back Permit. Grantor grants Grantee a temporary right of way permit (the "*Tie-Back Permit*") giving Grantee the right to the use of the Tie-Back Area for shoring and other excavation-related uses related to the construction of the Project. For the purposes of this Agreement, any improvements constructed or installed in the Tie-Back Area by Grantee are referred to as the "*Tie-Back Improvements*."
- 2. Reservation of Grantor's Rights. This Agreement entitles Grantee to use Tie-Back Area only for the purposes expressly described herein. Grantor reserves the right to enter upon and use the Tie-Back Area established hereby for any purpose not inconsistent with Grantee's rights under this Agreement.
- 3. **Permit Term/As-Builts.** The term of the Tieback Permit shall begin on the Project construction start date and shall terminate on <u>December 31, 2026</u>. No later than such date, Grantee shall provide Grantor with drawings showing, with reasonable detail, the final locations of the Tie-Back Improvements in the Tie-Back Area.
- 4. **Protection of City Properties**. Grantee acknowledges the importance of the City Properties, which include the <u>Grand and Rucker Avenue</u> right-of-way. Protection of the public's right-of-way use of <u>Grand and Rucker Avenue</u> is of paramount importance to Grantor in this Agreement.
- 4.1 All use of the Tie-Back Area and all permissions granted under this Agreement shall be in a manner that does not interfere with the use by the Grantor and the public of the <u>Grand and Rucker Avenue</u> rights-of-way. Grantee shall at its sole expense conform to all applicable laws, regulations, permits or requirements of any public authority affecting the use of the Tie-Back Area. Upon request, Grantee shall deliver to Grantor copies of any such permits.
- 4.2 Grantee shall pay all costs of any protection, support or relocation of existing utilities deemed necessary by the owners of utilities affected by the Tie-Back Improvements. Grantee is solely responsible for any damage to any utilities due to the construction, repair, reconstruction, maintenance, removal or operation of the Tie-Back Improvements.
- 4.3 Grantee shall not construct, reconstruct, relocate, adjust, remove, or repair the Tie-Back Improvements or otherwise use the Tie-Back Area except in accordance with plans and specifications approved in advance by the City Engineer. The

City Engineer has approved Tie-Back Improvements as described in the plans and specifications approved by the City of Everett in connection with the Grantee's building permit application under file number PW2305-013.

4.4 At its sole expense, Grantee shall operate, maintain, and repair the Tie-Back Improvements. Such operation, maintenance, and repair shall include such Grantee actions as may be necessary to avoid damage to Grantor or public use of the City Properties.

5. Termination of Agreement.

- **5.1.** If Grantee's use of the Tie-Back Area or if the Tie-Back Improvements, in the reasonable judgment of the City Engineer, constitute a substantial threat to the structural integrity of the City Properties or a danger to the public use of the City Properties, then Grantor may deliver written notice thereof to Grantee. If Grantee does not cure such threat or danger at no expense to Grantor within thirty (30) days after delivery of the notice (or such sooner time as may be reasonably required by the City Engineer), or does not within such time period begin and thereafter diligently, continually, and in good faith work to effect such a cure as soon as possible, then the Grantor may, effective upon written notice to Grantee, terminate this Agreement.
- **5.2.** If Grantor believes that Grantee has violated any material term or condition of Agreement, Grantor shall deliver written notice thereof to Grantee. This right is in addition to any right Grantor may have under Section 5.1. If Grantee does not cure such violation at no expense to Grantor within thirty (30) days after delivery of violation notice (or such sooner time as may be reasonably required by Grantor), or does not within such time period begin and thereafter diligently, continually, and in good faith work to effect such a cure as soon as possible, then the Grantor may, effective upon written notice to Grantee, terminate this Agreement.
- 5.3. Effective on the Project completion or on delivery of an uncured termination notice under Section 5.1 or Section 5.2 above, Grantee will, as directed by the City Engineer, either remove or cut-off the Tie-Back Improvements. If the City Engineer does not require removal or cut-off, the Tie-Back Improvements shall be deemed abandoned by Grantee. Without limiting the foregoing, effective on the Project completion or on delivery of an uncured termination notice under Section 5.1 or Section 5.2 above, the Grantor may at any time at Grantor's sole discretion remove the Tie-Back Improvements.
- 6. Release, Hold Harmless, Indemnification, and Duty to Defend. Grantee releases the Grantor from any and all claims resulting from damage or loss to its own property and does covenant and agree at all times to indemnify, defend and hold harmless the Grantor, its officers, agents and employees, from all claims, actions, suits, liability, loss, costs, expense or damages of every kind and description (excepting only such

damages that may result from the sole negligence of the Grantor), that may accrue to, or be suffered by, any person or persons or property or properties, including without limitation, damage or injury to the public, Grantee, its officers, agents, employees, contractors, invitees, tenants and tenants' invitees, licensees, arising from or relating to this Agreement or to the construction, maintenance, operation or use of the Tie-Back Area or the Tie-Back Improvements. If any such suit, action or claim is filed, instituted or begun against the Grantor, Grantee shall, upon notice thereof from the Grantor, defend the same at Grantee's sole cost and expense, and in case judgment shall be rendered against the Grantor in any suit or action, Grantee shall fully satisfy the judgment within one hundred and twenty (120) days after such suit, action or claim shall have been finally determined, if determined adversely to the Grantor. If it is determined by a court of competent jurisdiction that RCW 4.24.115 applies to any such suit, action or claim, then Grantee's obligations under this Section 6 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the Grantor, Grantee specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Grantee recognizes that this waiver of immunity under Title 51 was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. This Section 6 survives any termination of this Agreement.

- 7. Insurance. For as long as this Agreement is in effect, Grantee shall obtain and maintain in full force and effect, at its sole expense, insurance that protects the Grantor from claims and risks of loss from perils that can be insured against under commercial general liability ("CGL") insurance policies in conjunction with:
 - A. construction, reconstruction, operation, repair, maintenance, removal, use, or existence of the Tie-Back Improvements;
 - B. activity of Grantee or its officers, agents, employees, contractors, invitees, tenants and tenants' invitees or licensees within, or the use or occupation of, the Tie-Back Area; and
 - C. claims and risks in connection with and activity performed by or its officers, agents, employees, contractors, invitees, tenants and tenants' invitees or licensees by virtue of the rights granted under this Agreement.

Minimum insurance requirements include CGL insurance based on the Insurance Services Office (ISO) form CG 00 01 or equivalent. Grantee shall obtain insurance coverage with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines carrier pursuant to Chapter 48.15 RCW, except that if it is infeasible to obtain coverage with such insurer, the Grantor may approve an alternative insurer. Minimum limits of liability shall be One Million Dollars (\$1,000,000) for each occurrence and combined single limit bodily injury, property damage with Two Million Dollars (\$2,000,000) annual aggregate and a Ten Million (\$10,000,000) umbrella. The above

policy must be primary and non-contributory as to the Grantor and must name the Grantor, its officers, employees and agents as additional insureds. Grantee shall provide to the Grantor, or cause to be provided, certification of insurance coverage on the ACORD form, together with an additional insured endorsement naming the City of Everett, its officers, employees and agents as additional insureds, or a blanket additional insured policy that is acceptable to the City Attorney. Grantee shall deliver such insurance coverage certification to the Grantor at such address as Grantor may specify, from time to time, in writing.

- 8. Attorneys' Fees. If, by reason of any default hereunder on the part of either Grantor or Grantees, either party employs an attorney, the defaulting party shall pay the non-defaulting party's costs, expenses and attorneys' fees reasonably expended or incurred in connection with such default.
- 9. Recording. Unless otherwise agreed by the parties, this Agreement will not be recorded. If either party desires to record this Agreement, that party shall give ten (10) days notice to the other party requesting approval-to-record, which will not be unreasonably denied. If this Agreement is recorded, upon termination of this Agreement, Grantee shall, unless directed otherwise in writing by the Grantor, record a Notice of Termination of Tie-Back in a form reasonably acceptable to Grantor.
- 10. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (a) personal delivery to the address stated below; (b) first class postage prepaid U.S. Mail to the address stated below; or (c) nationally recognized courier to the address stated below, with all fees prepaid.

City/Grantor:

City of Everett

Attention: Real Property Manager

801 E. Mukilteo Blvd., Bldg. 100

Everett, WA 98203 Tel: (425) 257-8938 Fax: (425) 257-8857 Grantee:

Pacific Rucker, LLC Attn: Jack Hunden

10900 NE 8th Street, Suite 1200

Bellevue, WA 98004 Tel: (425) 453-9551

A party may change its address stated above by delivering written notice to the other party of the new address.

[REMAINDER OF PAGE BLANK; SIGNATURES APPEAR ON FOLLOWING PAGES]

Dated as of the date first set forth above.

GRANTOR:	CITY OF EVERETT a Washington municipal corporation
	By Cassie Franklin, Mayor
ATTEST:	Office of the City Clerk
STATE OF WASHINGTON ss.	
COUNTY OF SNOHOMISH	
Mayor of the City of Everett, the Washing foregoing instrument, and acknowledged	efore me Cassie Franklin, to me known to be the gron municipal corporation that executed the such instrument to be the free and voluntary act for the uses and purposes therein mentioned, and d to execute such instrument.
GIVEN UNDER MY HAND AND OFFIC 202	CIAL SEAL this day of,
N re	rinted Name

GR	AN	TE	$\mathbf{F} \cdot$

STATE OF WASHINGTON COUNTY OF SNOHOMISH

On this day personally appeared before me Evan J. Hunden me known to be the Managing Member of the Managing Member of Pacific, the that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

SS.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13th day of May 2025.



NOTARY PUBLIC in and for the State of Washington, residing at 10900 NE 84 St #1200 Bellevue, wit 98004

My Commission Expires 02/01/2018

PROPERTY LEGAL DESCRIPTION

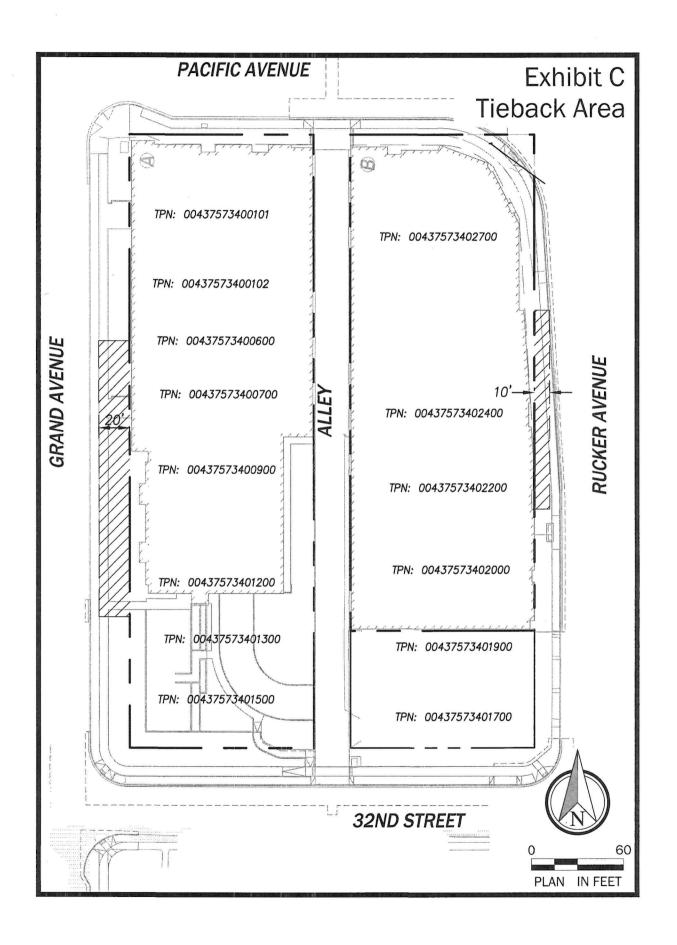
PARCEL A: LOTS 1 THROUGH 6 INCLUSIVE, BLOCK 734, PLAT OF EVERETT DIVISION "H", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 50, IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL B: LOTS 7 THROUGH 16 INCLUSIVE, BLOCK 734, PLAT OF EVERETT DIVISION "H" ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATES, PAGE 50, IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL C: THE NORTH HALF OF LOT 22 AND ALL OF LOTS 23 THROUGH 32 INCLUSIVE, BLOCK 734, PLAT OF EVERETT DIVISION "H", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS ON PAGE 50, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

CITY PROPERTIES

GRAND AVENUE RIGHT-OF-WAY BETWEEN PACIFIC AVENUE AND 32^{ND} STREET. RUCKER AVENUE RIGHT-OF-WAY BETWEEN PACIFIC AVENUE AND 32^{ND} STREET.





EVERETT City Council Agenda Item Cover Sheet

Project title: Purchase and Sale Agreement for Purchase of 10131 1st Pl. W., Everett, WA 98204 for surface water purposes.

Council Bill # interoffice use				
Agenda dates requested:				
Briefing Proposed action Consent 6/4/2025 Action Ordinance Public hearing				
Yes X No				
Budget amendment: Yes X No PowerPoint presentation:				
Yes X No				
Attachments: Third Addendum to Lease Agreement				
Department(s) involved: Parks & Facilities Real Property Legal Utilities				
Contact person: Bob Leonard				
Phone number: 425-257-8335				
Email: bleonard@everettwa.gov				
Initialed by: RML Department head				
Administration				
Council President				

Project:	Purchase and Sale Agreement for Purchase of 10131 1st Pl. W., Everett WA 98204 for surface water purposes
Partner/Supplier:	Estate of Jean A. Williams
	10131 1 st Pl. W., Everett, WA 98204
Preceding action:	N/A
Fund:	401

Fiscal summary statement:

The proposed Purchase and Sale Agreement is for the City's purchase of property located at 10131 1st Pl. W., Everett, WA 98204, consisting of approximately .72 acres. The purchase price is \$705,000.

Project summary statement:

Property located at 10131 1st Pl. W., Everett, WA 98204 is one of several properties identified by Surface Water Management as part of the North Creek Stormwater Action Plan. The owner of the property was in communication with the City regarding potential acquisition in 2024. Unfortunately, she passed away before reaching an agreement with the City. The property owner's estate is now in probate and the personal representative, on behalf of its heirs, resumed negotiations with the City. The proposed agreement is based on a fair market appraisal obtained by the City. This acquisition will be entirely funded from the Surface Water Management real property budget.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Purchase and Sale Agreement for purchase of 10131 1st Pl. W., Everett, WA 98204 for surface water purposes.



REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is effective as of the date of last signature below ("Effective Date"), between the City of Everett, a Washington municipal corporation ("Buyer"), and the Seller identified below in the Basic Provisions ("Seller"), (individually a "Party" and collectively the "Parties"). Seller desires to sell the Property as defined below, Buyer desires to purchase such Property, and, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. BASIC PROVISIONS. The following definitions and provisions apply and are part of this Agreement:

	Bonnie Maynard, Personal Representative of the Estate of Jean A. Williams, Snohomish County Court Cause No. 24-4-40249-31
Seller Address	10131 1st Place W.
	Everett, WA 98204
	bonneybouquets@gmail.com
Purchase Price	\$705,000
Deposit	\$25,000 (if "0" or left blank, then there is no deposit)
Real Property	The Seller is the owner of the real property located at 10131 1st Place W., Everett, WA 98204. The legal description of real property is attached as Exhibit A and incorporated herein by this reference. If the parties determine that a drawing of the real property is necessary, it will also be included as part of Exhibit A .
Title Company and Closing Agent	Rainier Title Company
Feasibility Study Period	There is no Feasibility Study Period under this Agreement.
Buyer Address	Real Property Manager City of Everett 802 E. Mukilteo Blvd., Everett, WA 98203
Buyer Email Address	realproperty@everettwa.gov

City Council □ The Everett City Council has already approved this Agreement and □ Approval (must authorized the purchase of the Property. select one) ☐ Everett City Council action has not yet occurred. This Agreement terminates if the Everett City Council has not by the Closing Date approved this Agreement and authorized the purchase of the Property. If such approval and authorization for any reason does not occur by the Closing Date, then this Agreement shall terminate, the Deposit shall be returned to Buyer upon demand, and Seller and Buyer shall have no further rights or obligations hereunder except for those rights or obligations that expressly survive termination. Additional The Parties agree to adjust the form of the Deed as may be required by **Provisions** the Title Company. The Ford F-150 and the riding mower in the barn are not transferred to the City under this Agreement. The Parties agree that words in strikeout font in Sections 5, 7, 8(a), 8(e) and 10 are deleted from this Agreement. Words in underline font in those sections are added to this Agreement.

- **2. PROPERTY.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the following:
- (a) <u>Real Property</u>. The real property located in Snohomish County, Washington, legally described as set forth on <u>Exhibit A</u> attached hereto, together with all Seller's right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation all development rights, air rights, and water rights relating to the real property, and all rights to utilities serving the property, as well as any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "*Real Property*").
- (b) <u>Tangible Personal Property</u>. All tangible personal property owned by Seller and located on, within, over or under the Real Property that is attached or otherwise affixed to the Real Property, including without limitation all fixtures.
- (c) <u>Intangible Personal Property</u>. All intangible personal property owned by Seller and used in the ownership, financing, operation or maintenance of the Real Property or the tangible personal property, or any portion of either. The intangible personal property includes, but is not limited to, licenses and permits issued by any federal, state, or local authorities relating to the use, maintenance, occupancy or operation of the Real Property, reports and studies, including but not limited to physical and engineering inspections, soil studies, utility and zoning studies, traffic studies, environmental assessment reports, government correspondence, orders or data relating to any hazardous materials on the Real Property and any other documented information relating exclusively to the Real Property.

The Real Property, the tangible personal property, and the intangible personal property are collectively referred to in this Agreement as the "*Property*."

- **3. PURCHASE PRICE.** The total purchase price (the "*Purchase Price*") for the Property is the Purchase Price set forth in the Basic Provisions. The Purchase Price, less the credit for the Deposit paid under Section 4, shall be paid to Seller in cash or immediately available funds through escrow upon Closing.
- **DEPOSIT.** Within ten days after the Effective Date of this Agreement, Buyer shall deposit with Closing Agent (as defined in Section 5.1 and as set forth in the Basic Provisions) check or wire transfer of immediately available funds in the amount set forth as the Deposit in the Basic Provisions as an earnest money deposit (the "Deposit"). The Deposit shall be placed in an interest-bearing account and credited against the Purchase Price at Closing. All interest earned will become part of the Deposit. The Deposit shall be applied to the Purchase Price at closing. If this Agreement or the transaction described herein is terminated prior to Closing pursuant to any section hereof granting Buyer the right to terminate or any section stating that, on termination the Deposit shall be refunded to Buyer, then Closing Agent is instructed to and shall, within three (3) business days after receipt of written notice from Buyer demanding the Deposit, deliver the Deposit to Buyer (less any amount due for cancellation of escrow and/or title order). If this Agreement is terminated due to Buyer's default or pursuant to any section hereof stating that upon termination the Deposit shall be delivered to Seller, then Closing Agent is instructed to and shall within three (3) business days after receipt of written notice from Seller demanding the Deposit, deliver the Deposit to Seller (less any amount due for cancellation of escrow and/or title order).
- 5. CONVEYANCE OF TITLE. At closing, Seller shall convey to Buyer fee simple title to the Real Property by duly executed and acknowledged statutory warranty deed (the "Deed"), conveying good and marketable title to the Property to Buyer, free and clear of all defects and encumbrances and subject only to those exceptions that Buyer approves pursuant to Section 6 below ("Permitted Exceptions"). The form of Deed shall be substantially as attached hereto as Exhibit B and incorporated herein by this reference.

6. TITLE INSURANCE.

- (a) <u>Preliminary Commitment</u>. Within ten (10) business days after the Effective Date of this Agreement (or such longer time as Seller and Buyer's Real Property Manager or designee may agree in writing), Buyer will obtain a preliminary commitment for owner's standard coverage policy of title insurance issued by the Title Company set forth in the Basic Provisions naming Buyer as the insured in the amount of the Purchase Price, together with a copy of all instruments listed as exceptions in the commitment. Buyer shall notify Seller, by written notice, what exceptions to title, if any, are disapproved by Buyer ("*Disapproved Exceptions*") within ten (10) business days after receipt of the commitment or supplement, as applicable, and legible copies of exceptions to shown in the commitment or supplement.
- (i) Seller will have five (5) business days after receipt of Buyer's notice to give Buyer notice that Seller will remove Disapproved Exceptions or Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the five (5)

business day period, Seller will be deemed to have elected not to remove Disapproved Exceptions.

- (ii) If the time period for delivery of any notice extends beyond the Closing Date, such period shall expire on the Closing Date; provided, however, that if a new exception first appears at any time within ten (10) days prior to the scheduled Closing Date, and if Buyer objects thereto and Seller gives notice of its election to remove the same, then at Seller's option, if necessary, the Closing Date shall be extended for up to ten (10) additional business days (or such longer time as Seller and Buyer's Real Property Manager or designee may agree in writing) to permit Seller to take the actions necessary to cause the Title Company to deliver the Title Policy at Closing without such new exception.
- (b) <u>Monetary Encumbrances</u>. Buyer shall not be required to object to, and Seller hereby agrees to remove, any exceptions to title arising out of financial or monetary encumbrances such as deeds of trust, liens, judgments, mortgages and past due taxes and assessments.
- (c) <u>Seller Non-Removal of Disapproved Exceptions</u>. If Seller elects not to remove any nonmonetary Disapproved Exceptions, Buyer may elect to either proceed with the purchase of the Property subject to those exceptions or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary Disapproved Exceptions to be removed but fails to remove them from title on or before the Closing Date, or fails to remove from title any monetary encumbrance on or before the Closing Date, Buyer will have the right to either elect to (i) terminate this Agreement or (ii) proceed with the purchase, with a credit against the Purchase Price equal to the actual cost of removing those exceptions from title and to take the Property subject to those exceptions with such exceptions deemed Permitted Exceptions. If Buyer elects to terminate this Agreement under this subsection, the escrow will be terminated, the Deposit shall be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and (if this Agreement or a memorandum hereof was recorded) a notice of termination shall be recorded, after which all rights and obligations of Seller and Buyer under this Agreement shall terminate and be of no further force or effect.
- (d) <u>Surveys</u>. Seller shall provide to Buyer and Title Company any survey of the Property in Seller's possession or control. If the Buyer chooses to obtain an extended coverage policy and a new survey is required, the Buyer may obtain such survey at Buyer's expense.
- (e) <u>Title Not Insurable</u>. If title is not insurable at Closing subject only to the Permitted Exceptions determined in accordance with this Agreement, Buyer may (i) elect to proceed to Closing despite such non-insurability, thereby accepting any such matters as Permitted Exceptions, or (ii) terminate this Agreement and receive a refund of the Deposit.
- (f) <u>Title Policy</u>. Seller shall cause Title Company at Seller's expense to issue to Buyer at closing a standard owner's policy of title insurance insuring Buyer's title to the Real Property in the full amount of the Purchase Price, subject only to the Permitted Exceptions (the "*Title Policy*"). The Title Policy must be dated as of the closing date. If Buyer requires an extended coverage title insurance policy, then the term "Title Policy" in this Agreement shall refer

to such extended policy and Buyer will pay the additional premium for an extended policy as set forth in Section 8 below.

7. BUYER'S CONTINGENCIES/SELLER'S CONTINGENCIES.

- (a) <u>Feasibility Materials</u>. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer or make available for inspection the following documents to the extent in Seller's possession or control (the "*Feasibility Materials*"):
 - all reports or other materials related to the physical condition of the Property, including without limitation report related to hazardous materials investigations, engineering reports, soils reports, or environmental assessment with respect to the Real Property;
 - ii. any appraisals related to the Real Property;
 - iii. all existing and proposed easements, covenants, licenses, restrictions or access rights affecting the Real Property;
 - iv. all surveys relating to the Real Property;
 - v. all leases, service contracts, repair contracts, service contracts, maintenance contracts, or equipment leases relating to the Property;
 - vi. all notices regarding any existing or threatened litigation affecting the Property;
 - vii. all building permits or other government permits or approvals obtained or held by Seller and relating to the construction or remodeling of the Property.

Buyer waives the requirement that Seller deliver to Buyer a Real Property Disclosure Statement as required by RCW 64.06.013 (the "Disclosure Statement"); provided, however, that if the answers to any of the questions in the section entitled "Environmental" would be "yes," Buyer does not waive receipt of the "Environmental" section of the Disclosure Statement, and Seller shall deliver to Buyer the "Environmental" section of the Disclosure Statement fully completed within five (5) business days after the Effective Date.

(b) Feasibility Study Period. There is no Feasibility Study Period in this Agreement. On or before the expiration of the Feasibility Study Period as set forth in the Basic Provisions (the "Feasibility Study Period"), Buyer shall conduct a review with respect to the Property to review the condition of the Property and all other matters related to the Property that the Buyer may consider in its sole discretion relevant, including without limitation its suitability for Buyer's intended use (the "Feasibility Study"). Seller and Buyer's Real Property Manager or designee may agree in writing to extend the Feasibility Study Period. The Feasibility Study may include all inspections and studies Buyer deems necessary or desirable in its sole discretion. Buyer and Buyer's agents, representatives, consultants, and inspectors have the right, from time to time after the Effective Date, to enter upon the Real Property and conduct

inspections and tests to ascertain the condition and suitability of the Property. Such inspections and tests shall be non-destructive unless otherwise agreed by the Seller and Buyer's Real Property Manager or designee in writing. If Buyer delivers to Seller written notice effective on or before the expiration of the Feasibility Study Period that Buyer disapproves the Property, then the Deposit will be returned to Buyer, Buyer shall return to Seller all Feasibility Materials to Seller, this Agreement terminates, and Seller and Buyer will be released from all further obligation or liability under the Agreement. Buyer's determination to so disapprove is at Buyer's sole and absolute discretion.

- (c) <u>Buyer's Contingencies</u>. Buyer's obligation to purchase the Property is expressly contingent on upon the following:
 - Buyer not delivering notice of disapproval of the Property prior to expiration of the Feasibility Study Period;
 - ii. The Everett City Council has approved this Agreement, authorizing the purchase of the Property;
 - iii. Buyer's receipt of Title Company's firm commitment to issue, upon closing, the Title Policy;
 - iv. All Seller's representations and warranties contained in or made pursuant to this Agreement being true and correct as of the Closing Date;
 - v. Seller shall have delivered all of Seller's escrow deposits to Closing Agent on or before the Closing Date;
 - vi. Seller's timely performance of all Seller's obligations under this Agreement;
 - vii. No material change in the condition of the Property between the Effective Date and the Closing Date;
 - viii. No litigation or other court action shall have been commenced seeking to obtain an injunction or other relief from such court to enjoin the consummation of the transaction described in this Agreement, and no preliminary or permanent injunction or other order, decree, or ruling shall have been issued by a court of competent jurisdiction or by any governmental authority, that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement; and
 - ix. No law, statute, rule, or regulation shall have been enacted that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.
- (d) <u>Seller's Contingencies</u>. Seller's obligation to sell the Property is expressly contingent on upon the following:

- Buyer shall have deposited the Purchase Price in escrow with Closing Agent with written direction to disburse the same to Seller at Closing;
- ii. Buyer shall have delivered all of Buyer's escrow deposits to Closing Agent on or before the Closing Date; and
- iii. The representations and warranties of Buyer, if any, in this Agreement shall be true and correct in all material respects as of the Closing (or as of such other date to which such representation or warranty expressly is made).

8. CLOSING.

- (a) <u>Time for Closing</u>. The sale shall be closed in the office of the Closing Agent set forth in the Basic Provisions ("Closing Agent") on or before <u>June 27, 2025</u>. the date that is 30 calendar days after the expiration of the Feasibility Study Period. The 30-calendar day period <u>This date</u> may be extended in writing by the Seller and Buyer's Real Property Manager or designee. At least one (1) business day prior to closing, Buyer and Seller shall deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used herein, "closing" or "date of closing" or "Closing Date" means the date on which all appropriate documents are recorded, proceeds of sale are available for disbursement to Seller, and all actions have been completed as necessary for the Title Company to deliver the Title Policy to the Buyer in the normal course of the Title Company's business. If closing does not occur on or before <u>June 27, 2025</u> 30 calendar days after the expiration of the Feasibility Study Period or on or before any later date mutually agreed to in writing by the Seller and Buyer's Real Property Manager or designee, Closing Agent shall immediately terminate the escrow, forward the Deposit to the party entitled to receive it as provided in this Agreement and return all documents to the party that deposited them.
- (b) <u>Seller's Escrow Deposits</u>. On or before the Closing Date, Seller shall deposit into escrow the following:
 - i. the duly executed and acknowledged Deed;
 - ii. a duly executed and completed Real Estate Excise Tax affidavit in the form required by law;
 - iii. a nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code;
 - iv. a bill of sale and assignment of contracts, if requested by Buyer, for tangible and intangible personal property in a form as reasonably provided by Buyer;
 - v. any other documents, instruments, records, correspondence and agreements consistent with the terms of this Agreement as may be required by Closing Agent or the Title Company to close this transaction;

- vi. Delivery of keys, if any.
- (c) <u>Buyer's Escrow Deposits</u>. On or before the Closing Date, Buyer shall deposit into escrow the following:
 - cash or immediately available funds in an amount sufficient to pay the Purchase Price, plus Buyer's share of closing costs, with credit for the Deposit and any other items of credit agreed to in writing by Seller or as provided in this Agreement;
 - ii. a duly executed and completed Real Estate Excise Tax affidavit in the form required by law;
 - iii. a nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code; and
 - iv. any other documents, instruments, records, correspondence and agreements consistent with the terms of this Agreement as may be required by Closing Agent or the Title Company to close this transaction.
- (d) <u>Additional Instruments and Documentation</u>. Seller and Buyer shall each deposit any other instruments and documents that are reasonably required by Closing Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.
- (e) <u>Closing Costs</u>. On closing, Seller shall pay real estate excise taxes. <u>Buyer shall pay:</u> sales tax, if any; <u>half all</u> of the Closing Agent's escrow fee; and shall pay the premium for a standard coverage owner's policy of title insurance. Buyer <u>shall pay half Closing Agent's escrow fee and shall also pay the cost of the additional premium for an extended coverage title insurance policy (if required by Buyer) and recording fee for the deed. Additionally, Seller shall pay applicable prorated items as set forth in below. Buyer and Seller shall prepare a real estate excise tax affidavit as required to close the sale. Each Party will pay for their own attorneys' and consultants' fees.</u>
- (f) <u>Prorations.</u> All normal and customarily pro-ratable items, including without limitation real estate and personal property taxes and utility bills, shall be prorated as of the date of closing, on the basis of a 365-day year, with Seller being charged and credited for all of same up to the closing date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the closing, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. The parties acknowledge that Buyer is exempt from all taxes and special assessments of city, county, state or any political subdivision thereof ("*Taxes*") pursuant to RCW 35.82.210(1), therefore, Seller will pay all Taxes, in each case, in connection with the Property and Seller may seek reimbursement for any overpayment from the applicable taxing authority directly pursuant to RCW 84.60.050, and Buyer shall not be obligated to pay any amounts related to any Taxes at Closing.
 - (g) <u>Possession</u>. Buyer shall be entitled to possession on closing.

- (h) <u>Certification of Warranties and Representations</u>. By closing the purchase of the Property, Buyer certifies and reaffirms that as of the Closing Date that all of Buyer's representations and warranties under this Agreement are true and correct. By closing the sale of the Property, Seller certifies and reaffirms that as of the Closing Date that all of Seller's representations and warranties under this Agreement are true and correct.
- (i) <u>Escrow Instructions</u>. Each of the Parties may provide Closing Agent with additional closing instructions, provided that such instructions do not contradict the terms of this Agreement. In absence of and/or in addition to any such instructions, the provisions of this Agreement are intended by Seller and Buyer to constitute their joint closing instructions to Closing Agent. Escrow instructions may be signed on behalf of Seller by Seller's attorney or other Seller authorized representative and on behalf of Buyer by Buyer's attorney or by Buyer's Real Property Manager or designee.

9. SELLER'S ACTIVITIES PRIOR TO CLOSING. After the Effective Date until the closing:

- (a) <u>Maintenance</u>. Except as otherwise approved by the Buyer in writing, Seller shall operate and maintain the Property in accordance with Seller's current practices, including performing all necessary repairs and maintenance to preserve the Property in at least as good a condition as exists on the Effective Date.
- (b) <u>No Alterations</u>. Except as otherwise approved by the Buyer in writing, Seller shall not alter the Property in any material manner.
- (c) <u>No Tenants</u>. Seller shall not permit any tenants to occupy the Real Property.
- **10. SELLER'S REPRESENTATIONS AND WARRANTIES**. In addition to other representations herein, Seller represents and warrants to Buyer as of the date hereof and as of the date of closing that:
 - (a) Seller has full power and authority to convey the Property to Buyer
- (b) Seller has not received notice of any special assessments or condemnation proceedings affecting the Property.
- (c) Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, Seller shall deliver to Buyer a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Buyer.
- (d) Seller has received no notice of any failure of Seller to comply with applicable laws and regulations relating to the Property, such as building, zoning, environmental, fire, or health and safety laws and regulations.
- (e) The Property is not subject to any leases or service contracts that will be in effect after the Closing Date.

- (f) This Agreement will not result in default by Seller under any other contract to which Seller is a party or violate any law to which Seller is subject, by which Seller may be barred fully performing its obligations under this Agreement.
- (g) Seller has no knowledge of any pending special assessments, improvement districts or condemnation actions except as may be shown on the preliminary commitment.
- (h) To the best of Seller's knowledge, the Property is in compliance in all material respects with all applicable zoning, land use and building regulations.
- (i) To the best of Seller's knowledge, there is no litigation pending or threatened against Seller with respect to the Property.
- (j) Seller has received no written notice of any attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending or threatened against Seller, nor are any contemplated by Seller.
- (k) Seller has no actual knowledge of the release or presence of Hazardous Materials on, in, from or onto the Real Property.
- (I) To the best of Seller's knowledge, no underground tanks used for the storage of any Hazardous Materials (including without limitation fuel oil) are present or were at any time present on the Property).

All of the representations and warranties of Seller contained herein shall survive the Closing Date.

"Hazardous Materials" means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.

"Environmental Laws" means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).

11. CASUALTY LOSS/EMINENT DOMAIN. Risk of physical loss to the Property shall be borne by Seller prior to the Closing Date and by Buyer thereafter. Seller shall immediately give

notice to Buyer: (i) after the occurrence of any event causing material damage to the Property or any portion of the Property or (ii) after the receipt by Seller of any notice of eminent domain proceedings with respect to the Property or any portion of the Property. Buyer may, by delivery of written termination notice within ten (10) business days after receipt of such notice from Seller, terminate this Agreement, in which case the Deposit shall be refunded to Buyer.

12. DEFAULT AND REMEDIES.

- (a) <u>Default by Seller</u>. If Seller breaches or otherwise fails to perform any of its obligations under this Agreement, then Buyer will be entitled (i) to receive specific performance, in addition to all other remedies available at law and at equity; or (ii) to terminate this Agreement by written notice and to receive refund of the entire Deposit.
- (b) <u>Default by Buyer</u>. In the event of a default by buyer under any of its covenants, representations, warranties or other agreements set forth in this agreement seller shall be entitled to terminate this agreement and receive the deposit as liquidated damages, as its sole remedy. The parties agree it would be impractical and extremely difficult to ascertain the actual damages sustained by seller in the event of buyer's failure to complete purchase of the property pursuant to this agreement and that, under the circumstances existing and known as of the date of this agreement, the amount of the deposit represents a reasonable estimate of the damages seller will incur in such event and not a penalty. The foregoing will not limit any rights of seller to be indemnified by buyer, or to receive attorney's fees and costs as provided in this agreement with respect to the breach by buyer of any express obligation to indemnify seller expressed in this agreement. The parties have entered their initials or signature in the space here provided to further evidence their reading, approval of and agreement with the foregoing statement.

Seller's Signature or Initials	Buyer's Signature or Initials

13. NOTICES/TIME.

- (a) <u>Notices</u>. All notices shall be in writing and shall be (i) personally delivered, (ii) sent by U.S. Mail to the addressee's mailing address set forth below, or (iii) sent to the addressee's email address(es) set forth in the Basic Provisions. Either party hereto may, by proper notice to the other, designate any other address for the giving of notice. Any notice shall be deemed effective upon earlier of actual receipt or three (3) days after mailing or emailing, unless such notice is a notice of disapproval under Section 7(b), in which case such notice is always deemed effective on the day sent.
- (b) <u>Calculation of Time Periods</u>. Time is of the essence of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, as defined in RCW 1.16.050. The final day of any such period shall be deemed to end at 5 p.m., Pacific Standard or Daylight time, as applicable.

- **14. GENERAL.** This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the State of Washington. Exclusive venue for any dispute arising out of this Agreement is Snohomish County Superior Court. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and binds the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement was negotiated, and the language in all parts will be given its fair meaning and will not strictly for or against either party. The Exhibits hereto are made a part of and incorporated into and made an express part of this Agreement.
- **15. AMENDMENTS.** Any amendment of this Agreement must be in writing and signed by the Parties. Any amendment must be signed by an authorized representative of Seller and, unless otherwise expressly provided herein, by the Mayor of the City of Everett for Buyer.
- **16. SURVIVAL OF PROVISIONS.** The terms, covenants, representations, agreements, provisions and warranties contained herein shall not merge in the deed of conveyance, but shall survive closing.
- 17. REAL ESTATE BROKER OR AGENT COMMISSIONS. Buyer represents to Seller that it has engaged no broker or real estate agent in connection with the negotiations leading to this Agreement. Seller shall be solely responsible for any fees to any broker or real estate agent in connection with the negotiations leading to this Agreement and shall indemnify and hold harmless the Buyer from any such broker's fee or real estate commissions. The obligations of the Parties under this Section shall survive Closing.
- 18. COUNTERPARTS/SIGNATURES. The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the Party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart. A Party's signature may also be by DocuSign or AdobeSign, which is fully binding.

[signatures on following pages(s)]

IN WITNESS WHEREOF THE PARTIES he	ereto have executed this Agreement.
BUYER:	
CITY OF EVERETT WASHINGTON	
Cassie Franklin, Mayor	ATTEST
Date	Office of the City Clerk
STANDARD DOCUMENT APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY EVERETT JANUARY 12, 2024	

SELLER:

BONNIE MAYNARD, Personal Representative of the Estate of JEAN A. WILLIA	AMS, Snohomish
County Court Cause No. 24-4-40249-31	

Signature:	_
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Name of Signer: BONNIE MAYNARD Title of Signer: Personal Representative

EXHIBIT A LEGAL DESCRIPTION

Lots 63 and 64, Broadway Crest, according to the plat thereof recorded in Volume 12 of Plats, page 5, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

EXHIBIT B FORM OF DEED

Recording requested by and when recorded mail to:

Real Property Manager City of Everett 802 E. Mukilteo Blvd., Bldg. 100 Everett, WA 98203

Grantor: Bonnie Maynard, Personal Representative of the Estate of Jean A.

Williams, Snohomish County Court Cause No. 24-4-40249-31

Grantee: City of Everett, a Washington municipal corporation

Legal Description: SEC 24 TWN 28 R4 - BROADWAY CREST BLK 000 D-00 - COMB FOR

TAX PURP ONLY FOR S/C EXEMPT - LOTS 63 & 64

Assessor's Tax Parcel ID# 00396900006300

Reference Nos. of Docs.

Released or Assigned: N/A

PERSONAL REPRESENTATIVE'S DEED

Bonnie Maynard, Personal Representative of the Estate of Jean A. Williams, Snohomish County Court Cause No. 24-4-40249-31, as GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, conveys and warrants to the CITY OF EVERETT, a Washington municipal corporation, as GRANTEE, the real property situated in the County of Snohomish, State of Washington legally described as follows:

Lots 63 and 64, Broadway Crest, according to the plat thereof recorded in Volume 12 of Plats, page 5, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

This conveyance is subject to the exceptions identified on Exhibit A attached hereto and incorporated herein by this reference.

DATEL):,
	IE MAYNARD, Personal Representative of the of Jean A. Williams,
Snoho	mish County Cause No. 24-4-40249-31
By:	
•	BONNIE MAYNARD
	Personal Representative

[APPROPRIATE ACKNOWLEDGEMENT AND APPROPRIATE EXHIBIT A TO BE INSERTED]

EVERETT City Council Agenda Item Cover Sheet

Project title:

Professional Services Agreement for Engineering Services for Everett Transit's College Station Cabinet Charger Installation

Council Bill # interoffice use	Project: Everett Transit's College Station Cabinet Charger Installation
	Partner/Supplier: David Evans and Associates, Inc.
Agenda dates requested:	Location: College Station, 2108 Tower Street
	Preceding action: N/A
Briefing	Fund: 425 Transit
Proposed action	
Consent 6/4/2025 Action	
Ordinance	Fiscal summary statement:
Public hearing	Summary of Professional Services provided by David Evans and Associates, Inc.:
Yes X No	• Scope of Work: \$78,440.33
Budget amendment: Yes X No	Project summary statement:
PowerPoint presentation: Yes X No	In support of Everett Transit's expanding electric bus fleet and attendant charging infrastructure requirements, one fast cabinet charger will be installed at College Station at the Campus of Everett Community College. This additional charging capacity will
Attachments: PSA	extend the daily service range of Everett Transit's electric bus fleet.
	David Evans and Associates, Inc., will provide all necessary electrical engineering and
Department(s) involved: Everett Transit	design service to install a 200kW plug-in bus charger at the Everett College Transit Station.
Contact person: Michael Schmieder	Recommendation (exact action requested of Council):
Phone number: 425-257-7761	Authorize the Mayor to sign a Professional Services Agreement for Engineering Services for Everett Transit's College Station Cabinet Charger Installation in the amount of \$78,440.33
Email: mschmieder@everettwa.gov	
Initialed by:	
MJS Department book	
Department head	
Administration	
Council President	



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the "City"), and the Service Provider identified in the Basic Provisions below ("Service Provider"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS				
	David Evans and Associates, Inc.			
Service Provider	2100 S River Pakway, Suite 100			
	Portland, OR 97201			
	Dimitrios.siaterlis@deainc.com			
	Brad Chenoweth			
City Project Manager	City of Everett – Transit			
	3201 Smith Ave, Suite, 200			
	Everett, WA 98201			
	bchenoweth@everettwa.gov			
Brief Summary of Scope of Work	Engineering services for bus electric charging infrastructure at College Station			
Completion Date	September 30, 2025			
Maximum Compensation Amount	\$78,440.33			

BASIC PROVISIONS				
	Ray Wolski			
Service Provider Insurance Contact Information	816-485-4345			
miormation	Ray.wolski@lockton.com			
	Does Service Provider have 25 or more employees?			
	Answer: Yes			
State Retirement Systems (must answer both questions)	If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?			
	Answer: N/A - Service Provider has 25 or more employees			
	"DRS retirement system" refers to any of the following Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).			
	"Service Provider Personnel" includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then "Service Provider Personnel" refers to the sole proprietor.			
Willful Wage Violation Certification	By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider's signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.			

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

CITY OF EVERETT WASHINGTON

DAVID EVANS AND ASSOCIATES, INC

Cassie Franklin, Mayor	Signature:
	Name of Signer: Dimitrios Siaterlis
	Signer's Email Address: Dimitrios.siaterlis@deainc.cor
	Title of Signer: Associate Vice President
Date	
ATTEST	
Office of the City Clerk	

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
EVERETT JANUARY 13, 2025

ATTACHMENT PROFESSIONAL SERVICES AGREEMENT (GENERAL PROVISIONS v.1.13.25)

- 1. Engagement of Service Provider. The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider's proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
- 2. Intellectual Property Rights. Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a "Work For Hire" as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a "Work For Hire" under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
- 3. <u>Time of Beginning and Completion of Performance</u>. This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.

4. Compensation.

- A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
- B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
- C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not

identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.

- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. Method of Payment.

- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
- B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
- 6. <u>Submission of Reports and Other Documents</u>. Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
- 7. **Termination of Contract**. City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
- 8. <u>Changes</u>. The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

- scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
- 9. <u>Subletting/Assignment of Contracts</u>. Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
- 10. **Indemnification**. Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. Insurance.

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 - 1. <u>Workers' Compensation Insurance</u> as required by Washington law and <u>Employer's Liability Insurance</u> with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

- 2. <u>Commercial General Liability (CGL) Insurance</u> on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
- 3. <u>Business Automobile Liability Insurance</u> in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
- 4. <u>Professional Errors and Omissions Insurance</u> in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
- F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
- G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide

- the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
- 12. <u>Risk of Loss</u>. Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. Independent Contractor.

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

- Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
- 14. Employment/Conflict of Interest. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, 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 Service Provider, 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 City shall have the right to annul 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. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
- 15. <u>Audits and Inspections</u>. At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- 16. <u>City of Everett Business License</u>. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
- 17. **State of Washington Requirements**. Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
- 18. <u>Compliance with Federal, State and Local Laws/Prevailing Wages</u>. Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to

- workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.
- 19. Compliance with the Washington State Public Records Act. Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
- 20. <u>Compliance with Grant/Loan Terms and Conditions.</u> Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
- 21. <u>Equal Employment Opportunity</u>. Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
- 22. <u>Waiver</u>. Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- 23. <u>Complete Agreement</u>. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 24. <u>Modification of Agreement.</u> This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. <u>Severability</u>. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

26. Notices.

- A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
- B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
- 27. <u>Venue</u>. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
- 28. **Governing Law**. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
- 29. <u>City Marks</u>. Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 30. <u>No Personal Liability</u>. No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- 31. Federal Debarment. Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at https://www.epls.gov/epls/search.do. Service Provider shall keep proof of such verification within Service Provider records.
- 32. <u>Signature/Counterparts</u>. This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
- 33. <u>Standard Document.</u> This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS (v.1.13.25)

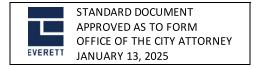


EXHIBIT A PROFESSIONAL SERVICES AGREEMENT (SCOPE OF WORK -- ATTACHED)

EXHIBIT B PROFESSIONAL SERVICES AGREEMENT

SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS

SUBJECT TO	O THE MAXIMUM COMPENSATIO	N AMOUNT				
HOURLY RATE. The City s	hall pay Service Provider a sum equa	l to the amount of hours				
	by the rate identified below for sta					
Name	Rate					
See attached	Title enter title	enter rate				
enter name	enter rate					
enter name						
enter name	enter title	enter rate				
enter name						
enter name	enter title	enter rate				
enter name	enter title	enter rate				
PROGRESS PAYMENTS. T completion of the following	he City shall pay Service Provider theng tasks.	e following amounts upon the				
	Task	Amount Paid on Task Completion				
enter task		enter amount				
enter task enter amount						
	enter task enter amount					
	enter task	enter amount				
	enter task	enter amount				
	enter amount					
	enter task	enter amount				
If there are more tasks than ro be provided in the Scope of W	ows in the table above, then those ta ork.	sks and payment amounts shall				
LUMP SUM. The City shall Work.	ll pay Service Provider \$ enter amou	nt upon the completion of the				
METHOD CONTAINED IN the Scope of Work.	SCOPE OF WORK. The City shall pay	Service Provider as set forth in				
	ATTACHED PAGE(S). The City shall page of the comments attached to this Exhib					



Everett Transit College Plug-In Bus Charger

Project Understanding

Based on the April 22, 2025, site meeting with Everett Transit personnel and Snohomish County PUD and subsequent April 30, 2025, Teams meeting, we have developed the following scope of work and estimate for engineering services. This project will include electrical design to install a 200kW plug-in bus charger at the Everett College Transit Station.

Scope of Services

David Evans and Associates, Inc. (DEA) shall provide the following Scope of Services:

Task 1 – Project Management

DEA shall provide project management throughout the duration of the project. This includes the work necessary to guide and direct DEA's overall processes and project team. DEA will manage its production efforts including administering the contract, monitoring progress, and directing its quality control activities.

Task 1 Deliverables

1. Monthly invoices

Task 2 – Electrical Engineering and Design (50% Level)

David Evans and Associates, Inc. shall work with Everett Transit, Snohomish County PUD, and ChargePoint, the manufacturer of the bus charger to:

 Develop construction drawings to prepare the site and building electrical plans showing one (1) plug-in bus charger, that includes a 200kW bus charger cabinet with inverter.

List and identify all system components and their installation requirements and locations, to include, but not limited to:

- Concrete work and platform requirements for all components.
- Conduit, wires, and conduit duct banks.
- Trenching and boring requirements.
- Transformer, service panelboard, vaults, etc.

Identify location, and describe and design installation requirements for chargers within the area identified by Everett Transit, to include, but not limited to:

- Concrete platform and protective bollards.
- Electrical conduit runs and connections.
- Coordinate service with Snohomish County PUD: Application for service, etc.
- Riser diagram, load calculations, fault current calculations.
- Provide a rough order of magnitude (ROM) cost of installation and construction.

Task 2 Deliverables -

- Engineering drawings for review.
- Rough Order of Magnitude (ROM) construction cost



Task 3 – Construction Bid Documents (Final/Bid Level)

David Evans and Associates, Inc. shall provide construction specifications and bid drawings for the construction and installation of the plug-in bus charger. These documents will be used by Everett Transit to bid out the work necessary for the installation of the bus charger.

Task 3 Deliverables -

- Construction bid documents (stamped/signed)
- Construction and installation scope of work
- Drawings, schematics, etc. necessary for construction

Task 4 – Construction Management

David Evans and Associates, Inc. shall provide construction management during construction of this project. The following are expected:

- Participate in construction contractor selection process:
- Attend two (2) meetings as requested and required as part of the process.
- Perform two (2) onsite visits during construction management
- Change order management
- Project closeout and document transfer

Task 4 Deliverables -

- Equipment Submittal Review
- Change Order Review
- Final punch list
- As-Built Drawings
- O&M Manuals review

Meetings

The tasks above include the following meetings:

- 1. Task 2: One site and one virtual meeting (2 mtgs)
- 2. Task 3: One site and one virtual meeting (2 mtgs)
- 3. Task 4: Two site and two virtual meetings (4 mtgs)

Compensation

Compensation for the Services will be on a time and materials basis per the Rate Schedule (Attachment C). In addition to the Rate Schedule, the fee is subject to a not-to-exceed amount of \$78,440.33. The not-to-exceed amount may be modified by an addendum to the Agreement. See Attachment D for Estimate for Engineering Services.

If DEA's Scope of Services identifies a particular level of effort in terms of maximum number of hours for a particular task, DEA does not commit to complete that task but only to provide the stated number of hours in furtherance of such task. If the specified number of hours is not sufficient to complete such a task, DEA and the Client agree to renegotiate DEA's level of effort (number of hours), fee, scope and/or schedule.



Org Chart



Exclusions and Assumptions

The following identifies exclusions and assumptions to which DEA has relied in determining DEA's effort, fee, scope, and schedule for the Project. If an assumption proves invalid, Client and DEA agree to renegotiate DEA's level of effort (number of hours), fee, scope and/or schedule.

- 1. This proposal is valid for 90 days.
- 2. A Time and Materials contract for services will be negotiated and signed and Notice to Proceed (NTP) issued before work begins.
- 3. Work will be under the direction of Everett Transit personnel.
- 4. KPFF Consulting Engineers will provide support with Civil design.
- 5. All electrical design work will be completed in accordance with a mutually upon agreed schedule as shown in the scope of work above.
- 6. Any required electronic background drawings will be provided by Everett Transit in AutoCAD 2024 format.
- 7. Drawings will be completed using AutoCAD 2024 format.
- 8. Rough Order of Magnitude (ROM) of electrical costs will be prepared using 2025 RS Mean's Electrical Cost Data and quotes from electrical equipment manufacturers or distributors. Everett Transit will include contingency for the recent bidding climate and long lead times of electrical equipment.
- 9. All deliverables listed above will be provided electronically in PDF format.
- 10. Any changes to the scope of work or fee proposal for this agreement shall be documented in writing (email will suffice) before additional work is performed.

City of Everett Everett Transit College Plug-In Bus Charger	Dimitri Siaterlis	Dean Ralphs	Curtis Smith	Derek Rajah	Angel Venegas	Shay Witten	Total
	Project	QA/QC	Jr. Manager-	EE Designer I	AutoCAD	Admin	Hours
7-May-25	Manager	4,,40	Sr. Designer	LL Designer i	Autocas	Admin	
DEA Billing Rate (2025)	\$ 301.00	\$ 320.00	\$ 207.00	\$ 150.00	\$ 152.00	\$ 114.00	

Task #	Scope of Services								
1	Project Management (internal)	8					12		20
1.1	Project Administration (internal)						8		8
1.2	QA/QC (internal)		4						4
1.3	Bi-weekly Team Coordination Meetings with City Staff	16							16
2	Electrical Engineering and Design								
2.1	Prepare site and building electrical plan showing one electrical vehicle charging station including one-line, electrical site plan, switchgear and equipment layout, schedules, details, and ROM construction estimate. Submittals include 90%, and 100%.	8		12		12			32
2.2	Engineering calculations include load analysis, voltage drop and short circuit calculations.	4		8					12
2.3	Project coordination including site visit, coordination with Everett Transit, Snohomish PUD and ChargePoint.	8	4	16					28
3	Construction Bid Documents								
3.1	Provide construction bid document deliverables including specifications and final signed and sealed drawings for IFB.	8		12	8	12			40
4	Construction Management								
4.1	Review electrical submittals and respond to RFIs.	6		16	8				30
4.2	Two (2) Onsite visits during construction.			8					8
4.3	Change order management including reviewing and responding to contractor requests for field modifications as requested.	2		8					10
4.4	Assist with final acceptance testing, project closeout and document transfer.	2		8			4		14
	Total Hours	62	8	88	16	24	24		222
	Total Cost by Staff	\$ 18,662.00	\$ 2,560.00	\$ 18,216.00	\$ 2,400.00	\$ 3,648.00	\$ 2,736.00	\$	48,222.00
	Expenses	Mileage:						\$	500.00
David Evans	and Associates, Inc's Subtotal Budget (Not to Exceed)							\$	48,722.00
	0.10.1							_	20 575 62
	Civil Subconsultant KPFF Engineers							\$	28,575.32
	4% OH on KPFF's Fee Proposal							\$	1,143.01
Total Project	t Budget (Not to Exceed)							\$	78,440.33



ATTACHMENT C ENERGY RATE SCHEDULE Effective through March 31, 2026

Labor Classification	Code	Billing Rate
CADD Technician I	CAD1	\$112
CADD Technician II	CAD2	\$125
CADD Technician III	CAD3	\$135
CADD Technician IV	CAD4	\$152
Civil Engineering Designer I	END1	\$131
Civil Engineering Designer II	END2	\$140
Civil Engineer III	ENG3	\$162
Civil Engineer IV	ENG4	\$184
Civil Engineer V	ENG5	\$216
Civil Engineer VI	ENG6	\$249
Civil Engineer VII	ENG7	\$297
Construction Services Manager I	CSM1	\$173
Construction Services Manager II	CSM2	\$189
Construction Services Manager III	CSM3	\$202
Designer I	DES1	\$131
Designer II	DES2	\$150
Designer III	DES3	\$177
Designer IV	DES4	\$196
Designer V	DES5	\$225
Electrical Engineering Designer I	EED1	\$150
Electrical Engineering Designer II	EED2	\$166
Electrical Engineer III	ELE3	\$193
Electrical Engineer IV	ELE4	\$223
Electrical Engineer V	ELE5	\$248
Electrical Engineer VI	ELE6	\$272
Electrical Engineer VII	ELE7	\$301
Planner I	PLN1	\$120
Planner II	PLN2	\$135
Planner III	PLN3	\$150
Planner IV	PLN4	\$180
Principal in Charge	PICH	\$331
Project Accountant I	PAC1	\$75
Project Accountant II	PAC2	\$86
Project Accountant III	PAC3	\$108
Project Accountant IV	PAC4	\$132
Project Coordinator I	PJC1	\$92
Project Coordinator II	PJC2	\$103
Project Coordinator III	PJC3	\$114
Project Coordinator IV	PJC4	\$126
Project Manager I	PJM1	\$173
Project Manager II	PJM2	\$207
Project Manager III	PJM3	\$252
Project Manager IV	PJM4	\$301
Project Manager V	PJM5	\$320



ATTACHMENT C ENERGY RATE SCHEDULE

Effective through March 31, 2026

Labor Classification	Code	Billing Rate
Project Manager VI	PJM6	\$332
Structural Engineering Designer I	END1	\$131
Structural Engineering Designer II	END2	\$140
Structural Engineer III	ENG3	\$162
Structural Engineer IV	ENG4	\$184
Structural Engineer V	ENG5	\$216
Structural Engineer VI	ENG6	\$249
Structural Engineer VII	ENG7	\$297
Subject Matter Expert I	SME1	\$246
Subject Matter Expert II	SME2	\$291

- Mileage will be reimbursed at the current federal rate.
- Per Diem will be billed at the current GSA amount.
- Expenses will be billed at cost.
- Outside services will be billed at cost plus ten percent (10%).
- Billing rates are subject to annual adjustment April of each year.
- This Rate Schedule contains information that may be privileged, confidential, and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.

EVERETT City Council Agenda Item Cover Sheet

Project title:

CB 2505-30

Council Bill # interoffice use

An Ordinance creating a special improvement project entitled "Everett Outdoor Event Center" Fund 342, Program 052, to accumulate costs for the planning and development of the Everett Outdoor Event Center, including costs for design services, consultant and legal fees, and initial property acquisition costs for the Everett Outdoor Event Center Project in the amount of \$4,800,000

Agenda dates requested:
Briefing 5/28/25 Proposed action 6/4/25 Action 6/11/25
Public hearing: Yes X No
Budget amendment:
X Yes No
PowerPoint presentation:
X Yes No
Attachments: Ordinance Design-Build Contract
Department(s) involved: Administration Economic Development Parks & Facilities
Contact person: Scott Pattison
Phone number: (425) 257-7111
Email: SPattison@everettwa.gov
Initialed by:
Department head
Administration
Council President

Project:	Outdoor Event Center
Partner/Supplier:	Multiple
Location:	Downtown Everett
Preceding action:	See Project Summary Statement
Fund:	Facilities Construction Fund 342

Fiscal summary statement:

The estimated cost for partial design services, consulting and legal services for project management, project labor agreement consultation and initial property acquisition costs for the Outdoor Event Center is \$4,800,000. Fund 162 (CIP 2 and CIP 4) and Fund 148 (Park Impact Fees) will be used to support these costs.

Project summary statement:

Previous actions taken by City Council are summarized below:

- In September 2022, Everett City Council, Snohomish County Council, and Snohomish County Executive approved Joint Resolutions Nos. <u>7813</u> and 22-056 in support of a new Everett Outdoor Multipurpose Stadium (also known as Outdoor Event Center).
- In November 2023, Everett City Council approved a Professional Services Agreement (PSA) with Shiels Obletz Johnsen, Inc (SOJ) to provide project management services for the Everett Outdoor Event Center project.
- In November 2023, Everett City Council approved a PSA with Environmental Science Associates to
 provide State Environmental Policy Act (SEPA) consulting services for the Everett Outdoor Event
 Center project.
- In December 2023, Everett City Council approved Resolution No. 7968 establishing the Stadium Fiscal Advisory Committee (SFAC) – an advisory committee to create transparency for Everett taxpayers and provide independent recommendations and guidance on fiscal matters related to stadium financing alternatives, private partnerships and ongoing support to the Mayor and City Council
- In October 2024, Everett City Council authorized the issuance of Progressive Design Build (PDB)
 contracting method Request for Qualifications and Request for Proposals for the Everett Outdoor
 Event Center.
- In December 2024, Everett City Council approved Resolution No. 8117 selecting the downtown Everett site as the location for the proposed Everett Outdoor Event Center.
- In December 2024, Everett City Council approved Amendment No. 1 to the PSA with SOJ.
- In January 2025, Everett City Council approved a PSA with Bayley Construction, LP for preliminary project planning and pre-construction work for the Everett Outdoor Event Center.
- In April 2025, Everett City Council adopted Ordinance No. 4087-25 approving the appropriations of the 2025 revised City of Everett Budget, including project-related costs.

The facility will be a multi-purpose outdoor venue located in Downtown Everett and serve as a home for the Everett AquaSox and the United Soccer League (USL) men's and women's teams. It will also support a wide range of community and economic activities, including concerts, civic events, and other public gatherings.

As defined in the Ordinance the continuation of design services is the largest appropriation at \$3,000,000. The design build contract is included for reference. Selecting the Design-Builder, awarding the contract for the Design-Builder and authorizing the Mayor to execute the Design-Build contract will be a separate action item on the June 11, 2025 council agenda.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Everett Outdoor Event Center" Fund 342, Program 052, to accumulate costs for the planning and development of the Outdoor Event Center, including costs for design services, consultant and legal fees, and initial property acquisition costs for the Everett Outdoor Event Center Project in the amount of \$4,800,000.



ORDINANCE NO.	
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An Ordinance creating a special improvement project entitled "Everett Outdoor Event Center" Fund 342, Program 052, to accumulate costs for the planning and development of the Everett Outdoor Event Center, including costs for design services, consultant and legal fees, and initial property acquisition costs for the Everett Outdoor Event Center Project in the amount of \$4,800,000.

WHEREAS,

- **A.** The City of Everett recognizes the community and economic benefits of an outdoor event center located in Downtown Everett to support both public recreation and professional sports.
- **B.** The Everett Outdoor Event Center will serve as a home venue for the Everett AquaSox and the United Soccer League (USL) professional men's and women's soccer teams, and will also host concerts, civic events, and other public gatherings.
- **C.** Previous actions taken by City Council are summarized below:
 - In September 2022, Everett City Council, Snohomish County Council, and Snohomish County Executive approved Joint Resolutions Nos. 7813 and 22-056 in support of a new Everett Outdoor Multipurpose Stadium (also known as Everett Outdoor Event Center).
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- In April 2025, Everett City Council adopted Ordinance No. 4087-25 approving the appropriations of the 2025 revised City of Everett Budget, including project-related costs.
- **D.** Funding in the amount of \$4,800,000 is needed to advance the design, consulting, and property acquisition costs for the Everett Outdoor Event Center.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 342, Program 052 and shall be entitled "Everett Outdoor Event Center" to accumulate project costs.

<u>Section 2.</u> Authorization is hereby granted to the Executive Project Manager, under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost of partial design, consultant services, and initial property acquisition is \$4,800,000.

Section 4. The sum of \$4,800,000 is hereby appropriated for the "Everett Outdoor Event Center" as follows:

A. Use of Funds

Design Services	\$3,000,000
Consultant and LegalServices	\$ 550,000
Initial Property Acquisition Costs, such as earnest money	
or option payments	\$1,250,000
Total	\$4,800,000

B. Source of Funds

Fund 148 – Park Impact Fees	\$1,300,000
Fund 162 - CIP 4	\$ 500,000
Fund 162 - CIP 2	\$3,000,000
Total	\$4,800,000

<u>Section 5.</u> The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

<u>Section 6.</u> The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

<u>Section 7</u>. The City Council hereby declares that should any section, paragraph, sentence, clause or



phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

<u>Section 8.</u> The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 9. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor
ATTEST:
Marista Jorve, City Clerk
PASSED:
VALID:
PUBLISHED:
EEEECTIVE DATE:



City of Everett Progressive Design-Build Contract

Everett Outdoor Event Center Project

This **Contract** is made and entered into as of the date of last signature below, by and between the following parties, for services in connection with the Project identified below:

OWNER:

City of Everett 2930 Wetmore Ave Everett, Washington 98201

DESIGN-BUILDER:

Bayley Construction, LP 8005 SE 28th Street Mercer Island, WA 98040

PROJECT:

Everett Outdoor Event Center

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

- **1.1 Authorization.** This Design-Build Contract (the "Contract") is authorized by and entered in accordance with the Design-Build requirements of RCW 39.10. This Contract shall be interpreted to be consistent with the requirements of those statutory provisions.
- **1.2 Duty to Cooperate.** Owner and Design-Builder always commit to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Contract.
- **1.3 Definitions.** Terms, words, and phrases used in this Contract shall have the meanings given them in this Contract and as otherwise provided in the *General Conditions of Progressive Design-Build Contract Between Owner and Design-Builder* ("General Conditions").
- **1.4 Design Services.** Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Contract. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Contract is intended to create any legal or contractual relationship between Owner and any independent design professional.

Article 2

Scope of Work

Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to complete the Work (including Phase 1 Work and Phase 2 Work) described in and reasonably inferable from the Contract Documents. The Design-Builder is fully responsible to design and to build the Project, as described in the Project Criteria, as may be revised in accordance with Section 2.1.2 hereof.

2.1 General Services.

- **2.1.1** Owner has provided Design-Builder with access to the Owner-Provided Information listed in **Exhibit A (Owner-Provided Information)**. Owner provides such documents to Design-Builder for information only, and subject to the conditions and qualifications identified in Section 3.2.1 of the General Conditions.
- **2.1.2** Owner's Initial Programming and Overview describing Owner's preliminary program objectives for the Project are in **Exhibit B (Owner's Initial Programming)**. If Owner's Initial Programming have not been developed prior to the execution of this Contract, Design-Builder will assist Owner in developing the final Project Program, with such service deemed to be the first task of Phase 1. The Design-Builder shall review the Owner's Initial Programming, including recommendations to Owner for innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Initial Programming and agree upon what revisions, if any, should be made.

2.2 Phased Services.

2.2.1 Not Used.

- 2.2.2 Phase 1 Preconstruction and Design Work. Design-Builder shall perform validation, design, pricing, and other services for the Project as may be revised in accordance with Section 2.1 hereof (the "Phase 1 Work") as set forth in Exhibit C (Phase 1A Work and Fee Proposal). The Phase 1 Work may be broken into one or more subphases, with initial Phase 1 Work contained in Exhibit C as Exhibit C exists as of the date of this Contract and the remainder of the Phase 1 Work added to Exhibit C and to this Contract by one or more Phase 1 Amendment(s). Phase 1 Amendment(s) are subject to approval by the Everett City Council at the Everett City Council's sole discretion. The Phase 1 Work will include completion of Final Design Documents. However, Owner and Design-Builder may reach agreement on the GMP Amendment for Phase 2 at any point following Design-Builder's completion of the Basis of Design Documents, including incorporation of any Owner comments. As a result, Phase 1 may overlap with Phase 2. The Contract Price and GMP for Phase 2 shall be developed during Phase 1 on an open-book basis. Design-Builder's Compensation for Phase 1 Work is set forth in Article 7 of this Contract.
- **2.2.3 Phase 2 Work.** Design-Builder's Phase 2 Work, which shall be identified and described in the agreed-upon Phase 2 Proposal and GMP Amendment, shall consist of, but not be limited to, ensuring continuous operations of Owner or other Services at the site, the procurement of all materials and equipment for the Project, the performance of construction work for the Project, development of various documents associated with Phase 2, training of Owner's operations staff, and the provision of warranty services.
- **2.2.4 Early Works Packages.** Owner and the Design Builder may agree to early work packages prior to the GMP Amendment. Scope of work, bonding (consistent with the requirements of Article 11), insurance (consistent with the requirements of Article 11), pricing, and other terms for any Early Work Packages shall be negotiated and memorialized in a written executed Amendment prior to issuance of a notice to proceed. Pricing shall be substantially similar to the pricing structure for Phase 2 set forth in Article 7 of this Contract and any General Conditions and pro-rated to the scope of General Conditions Work included in the early works package.
- **2.3 Phase 2 Proposal.** Design-Builder may develop a Phase 2 Proposal at any point following completion of the conceptual design and any other Basis of Design Documents upon which the parties may agree. Design-Builder shall submit a proposal to Owner (the "Phase 2 Proposal") for the construction for the Project, and associated work, and for the Contract Price. The Contract Price in the Phase 2 Proposal shall be based on the Construction General Conditions Price (Section 7.4), the Design-Build Fee (Section 7.5), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof, presented on an open-book basis, all subject to a Guaranteed Maximum Price (GMP).
 - **2.3.1** The Phase 2 Proposal shall include the following unless the parties mutually agree otherwise:
 - **2.3.1.1** The Contract Price, subject to a GMP, shall be the sum of:
 - i. Construction General Conditions Price;
 - ii. Design-Builder's Fee as defined in Section 7.5 hereof;
 - iii. The Cost of the Phase 2 Work as defined in Section 7.6 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.7.2 hereof;
 - iv. Pass Through Costs as defined in Section 7.6.3 hereof.
 - **2.3.1.2** The Basis of Design Documents in a form and state as agreed to by Owner;

- **2.3.1.3** A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications;
- **2.3.1.4** The Scheduled Substantial Completion Date upon which the Phase 2 Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;
- **2.3.1.5** If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
- **2.3.1.6** If applicable, a schedule of alternate prices;
- 2.3.1.7 If applicable, a schedule of unit prices;
- **2.3.1.8** If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 2 Proposal, and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s);
- **2.3.1.9** An expiration date for the Phase 2 Proposal provided that Design-Builder shall not make the Phase 2 Proposal subject to expiration or withdrawal for at least ninety (90) days after submission and Owner shall provide its initial review and comment on the Phase 2 Proposal within thirty (30) days of submission;
- **2.3.1.10** A Permits and Approvals list detailing the permits and governmental approvals not otherwise addressed in the Contract Documents that Owner and Design-Builder will need and assigning responsibility for each;
- 2.3.1.11 A preliminary training plan;
- 2.3.1.12 A Project Specific Safety Plan;
- **2.3.1.13** A construction quality plan.
- **2.3.1.14** A plan for inclusion of underutilized firms as subcontractors and suppliers in accordance with the provisions of Chapter 39.10 RCW, the requirements of the Office of Minority and Women's Business Enterprises ("OMWBE"), any other Owner-required inclusion requirements, and, if the Project is subject to Project Labor Agreement/Community Workforce Agreement, in accordance with that Project Labor Agreement/Community Workforce Agreement.
- **2.3.1.15** Design-Builder's Owned Equipment Rate Schedule, which shall be incorporated herein as **Exhibit E** and shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Contractor's owned equipment rental log. **Exhibit E** shall include replacement values and approved rates for each item.
- 2.3.2 Review and Adjustment to Phase 2 Proposal.
 - **2.3.2.1** After submission of the Phase 2 Proposal, Design-Builder will discuss and review it with Owner. Owner may require modifications to the Phase 2 Proposal that Design-Builder shall in good faith attempt to accommodate. Owner must approve the Phase 2 Proposal, as originally submitted or as modified, and enter into a GMP Amendment

incorporating the agreed Phase 2 Proposal in order for the Design-Builder to proceed to Phase 2.

- 2.3.2.2 Acceptance of Phase 2 Proposal. If Owner accepts the Phase 2 Proposal, as may be modified, the Contract Price and its basis shall be set forth in an amendment to this Contract (the "GMP Amendment"). Once the parties have agreed upon the GMP Amendment and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Work, all as described in the GMP Amendment. If the Project is subject to a Project Labor Agreement or Community Workforce Agreement, the Project Labor Agreement/ Community Workforce Agreement will be attached to the GMP Amendment as an exhibit and become part of this Contract, with the GMP including all costs of compliance with the Project Labor Agreement/Community Workforce Agreement. Design-Builder acknowledges and agrees that Owner's acceptance and execution of the GMP Amendment is subject to approval by the Everett City Council, which is at the Everett City Council's sole discretion. Design-Builder further acknowledges and agrees that its execution of the GMP Amendment constitutes certification that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Phase 1 Work through the date of the GMP Amendment that will in any way affect Owner's interests.
- **2.3.2.3 Failure to Accept Phase 2 Proposal.** If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or within ninety (90) day after submission that it accepts the Phase 2 Proposal, the Phase 2 Proposal shall, unless otherwise agreed in writing by the parties, be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:
 - i. Terminate this Contract and pay Design-Builder for all Work performed through the date of termination;
 - ii. Terminate this Contract, pay Design-Builder for all Work performed through the date of termination and contract directly with the Design Consultant and Design Sub-Consultants, if any, for completion of the Phase 1 Scope of Services for the agreed upon price for Phase 1 Work set forth at Section 7.1 minus payments for all Work performed through the date of termination;
 - iii. Require Design-Builder to proceed with remaining Phase 1 Work for the agreed upon price for Phase 1 Work set forth at Section 7.1 minus payments for all Work performed through the date of termination;
 - iv. Require Design-Builder to perform any specific portion of the Work under this Contract based on the Design-Build Fee (Section 7.5), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable; or
 - v. Require Design-Builder to continue to proceed with the Work, until further notice (reserving the right to terminate this Contract pursuant to Section 2.3.2.3.i.) on the basis of the Design-Build Fee (Section 7.5), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable.

2.3.2.4 If Owner fails to exercise any of the options set forth in Section 2.3.2.3, Design-Builder shall continue the Work as if Owner had elected to proceed in accordance with Item 2.3.2.3.v above, and be paid by Owner accordingly, unless and until Owner notifies Design-Builder in writing to stop the Work.

Article 3

Contract Documents

The Contract Documents are comprised of the following, which are incorporated herein by this reference. In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority:

- **3.1** All written and fully executed modifications, amendments (including the GMP Amendment), minor changes, and Change Orders to this Contract issued in accordance with the General Conditions, with more recent documents taking preference;
- 3.2 The GMP Amendment including the Basis of Design Documents and including the Project Labor Agreement attached thereto, if any;
- **3.3** This Contract, including all exhibits and attachments but excluding the Owner Initial Programming and Overview and Owner Provided Information attached to this Contract. The Owner Initial Programming and Overview and Owner Provided Information are not Contract Documents, and are provided for information only;
- **3.4** The General Conditions:
- **3.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions;
- 3.6 Owner's Request for Qualifications, its Request for Proposals, and Addenda thereto, if any; and
- **3.7** Design-Builder's Statement of Qualifications, Proposal, and Attachments accepted by Owner.

Article 4

Interpretation and Intent

- **4.1** Design-Builder and Owner, at the time of acceptance of the Phase 2 Proposal by Owner in full, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the GMP Amendment.
- 4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Article 3 herein.
- **4.3** Terms, words, and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in the General Conditions.

- **4.4** Design-Builder may propose modifications to and expansion of the Owner's Initial Programming and Overview. Prior to presenting its Phase 2 Proposal, the Design-Builder shall identify any items in the Owner's Initial Programming and Overview. that conflict with or in any way impede Design-Builder's ability to meet any Performance Standards set forth in the Owner's Initial Programming and Overview.
- **4.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.
- **4.6** In the event of an ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them, and as such, nothing shall be construed against or in favor of one party based on its being deemed the sole author.
- 4.7 Changes in the Legal Requirements. The Owner and Design-Builder acknowledge that numerous aspects of the Project are governed by federal, state, and local laws, rules, and regulations and that the intent is to complete all Work in compliance with the Legal Requirements. Design-Builder is required to account for applicable changes in the Legal Requirements that occur during Phase 1 in its Phase 2 Proposal, the GMP Amendment, and the Phase 2 schedule. Changes in the Legal Requirements that become effective prior to execution of the GMP Amendment shall in no event form the basis for an adjustment of the GMP and/or Contract Time for Phase 2 Work. Changes in the Legal Requirements that become effective after execution of the GMP Amendment may form the basis for an adjustment to the GMP and/or Contract Time for Phase 2 Work, in accordance with the requirements and conditions of Section 8.2 of the General Conditions.

Article 5

Ownership of Work Product

- **5.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below. Work Product includes all calculations, drawings, backup and other documentation related to the Project design regardless of whether furnished to Owner or not.
- **5.2** Owner's License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a perpetual license to use the Work Product in connection with Owner's occupancy and maintenance of the Project. Owner shall hold Design-Builder and anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties") harmless for any material alteration of the Work Product without the involvement of Design-Builder.
- to Terminate. If Owner terminates this Contract for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Contract in accordance with Section 11.3 of the General Conditions, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above. Owner shall hold the Indemnified Parties harmless for any material alteration of the Work Product undertaken by Owner after the effective date of the termination. If Owner terminates this Contract for its convenience as set forth in Sections 9.1 and 9.4 herein for purposes of having the Project completed by a 63-20 non-profit entity or similar model, Owner shall have the right to assign the perpetual license granted by this Section to such non-profit entity.

5.4 Owner's License upon Design-Builder's Default. If this Contract is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions, then Design-Builder grants Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Contract for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract ("Work Product").

Article 6

Contract Time

- **6.1 Date of Commencement**. The Phase 1 Work contained in **Exhibit C** shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. If additional Phase 1 Work is added to this Contract by a Phase 1 Amendment, that added Phase 1 Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for such Phase 1 Work unless the parties mutually agree otherwise in writing. The Phase 2 Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Work ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Contract unless the parties mutually agree otherwise in writing.
- 6.2 Substantial Completion and Final Completion.
 - **6.2.1** Substantial Completion of the entire Work shall be established in the GMP Amendment.
 - **6.2.2** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.31 of the General Conditions.
 - **6.2.3** All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions.
- **6.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- **6.4** Liquidated Damages. Liquidated damages, if any, shall be established in the GMP Amendment.

Article 7

Price

- 7.1 Not Used.
- **7.2 Phase 1 Price**. For completion of the Phase 1 Work set forth in **Exhibit C** as **Exhibit C** exists as of the date of this Contract, Owner shall pay Design-Builder in accordance with Article 8 of this Contract a sum not to exceed **\$2,901,602** (not including sales tax) for Phase 1A. If additional Phase 1 Work is added by a Phase 1 Amendment, the Phase 1 Price will increase as established in the Phase 1 Amendment. Phase 1 Work shall be billed at the all-inclusive billing rates and labor categories agreed to herein or in a Phase 1 Amendment, and an agreed-upon not to exceed price. Any rates established shall not be subject to increase for any Phase 1 Work.
- **7.3 Phase 2 Price.** For Phase 2 Work, Owner shall pay Design-Builder in accordance with Article 8 of this Contract and Article 6 of the General Conditions a contract price ("Contract Price") set forth in the GMP

Amendment which shall be equal to the Pass-Through Costs (as defined in Section 7.6.3 hereof), plus Design-Build Fee percentage (as defined in Section 7.5 hereof) applied to the Cost of the Phase 2 Work, plus the Construction General Conditions Price (as defined in Section 7.4 hereof), plus the Cost of the Phase 2 Work (as defined in Section 7.6.1 hereof), subject to the GMP established in the GMP Amendment and governed by Section 7.7 hereof, and any adjustments made in accordance with the General Conditions.

7.4 Construction General Conditions Price. Owner shall pay the Construction General Conditions Price of [\$\frac{1}{5}\$ to be added in GMP Amendment] for all Construction General Conditions Work as identified and defined in **Exhibit D** (**Construction General Conditions Work**). The Construction General Conditions Price shall be paid monthly based on the percent of Cost of Work completed in the month covered by Design-Builder's pay application during Phase 2. The Construction General Conditions Price shall cover all construction general conditions work, regardless of whether the work is completed by the Design-Builder, a Key Firm, or Subcontractor.

7.5 Design-Build Fee.

- **7.5.1** The Design-Build Fee shall be two point five seven percent (2.57%) multiplied by the Cost of the Phase 2 Work.
- **7.5.2** The Design-Build Fee is intended to compensate Design-Builder for **all** costs and expenses **not specifically included** elsewhere. The Design-Build Fee shall compensate Design-Builder for all other costs, including but not limited to the following:
 - **7.5.2.1** Profit on all work including self-performed work.
 - **7.5.2.2** Profit Margins or similar mark-ups on cost for work performed by related parties or entities of the Design Builder.
 - **7.5.2.3** General administration costs associated with Design-Builder's home office operations, support staff, such as executives, HR, accounting, IT, etc. unless specifically approved in advance by Owner.
 - **7.5.2.4** Cost of centralized and generally shared information technology, equipment, enterprise software and data processing.
 - **7.5.2.5** Cost associated with bonuses or profit sharing.
 - **7.5.2.6** Discretionary costs, such as clothing, awards or similar expenses.
 - 7.5.2.7 Business and Occupancy (B&O) Taxes.

7.6 Cost of the Phase 2 Work.

7.6.1 Cost of the Phase 2 Work includes only those items expressly defined in this Section 7.6.1 that are reasonably incurred by Design-Builder in the proper performance of the Phase 2 Work. The Cost of the Phase 2 Work shall not include any Pass-Through Costs (as defined in Section 7.6.3), Construction General Conditions Work (as defined in Section 7.4 and Exhibit D), or costs intended to be covered by the Design-Build Fee (as defined in Section 7.5). For the avoidance of doubt, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Pass-Through Costs shall be resolved in favor of Pass-Through-Costs. Further, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Construction General Conditions Fee or Design-Build Fee shall be resolved in favor of Construction General Conditions Fee and Design-Build Fee, respectively.

The Cost of the Phase 2 Work shall include only the following:

- **7.6.1.1** Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit D**), wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site
- **7.6.1.2** Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit D**), wages or salaries of Design-Builder's personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.
- **7.6.1.3** Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit D**), wages or salaries of Design-Builder's personnel stationed at Design-Builder's Project Office, but only to the extent such personnel perform tasks directly associated with the Project.
- **7.6.1.4** A multiplier of [to be added in GMP Amendment] percent (___%) shall be applied to the wages and salaries of the employees of Design-Builder covered under Sections 7.6.1.1 through 7.6.1.3 hereof to account for employee labor burden, including payroll taxes, pension costs, insurance, and other fringe benefits.
- **7.6.1.5** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work.
- **7.6.1.6** Costs, including acquisition, transportation, inspection, testing, storage, and handling of materials, furnishings, equipment, and supplies incorporated or reasonably used in completing the Work.
- **7.6.1.7** Costs of removal of debris and waste from the Site(s).
- **7.6.1.8** All fuel and utility costs incurred in the performance of the Work.
- **7.6.1.9** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- **7.6.1.10** Deposits which are lost, except to the extent caused by Design-Builder's negligence.

- **7.6.1.11** Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property except to the extent caused by Design-Builder's negligence.
- **7.6.1.12** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- **7.6.1.13** Site security, temporary fencing, signage and similar security and safety measures for active construction areas.
- **7.6.1.14** Costs for agreed-upon Allowance Items as described and defined in Section 7.8 herein.
- **7.6.2** Non-Reimbursable Costs. The following shall be excluded from the Cost of the Phase 2 Work:
 - **7.6.2.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in connection with Sections 7.6.1.1, 7.6.1.2, and 7.6.1.3, costs associated with Construction General Conditions Work, items intended to be covered by the Design-Build Fee, and Pass-Through Costs.
 - **7.6.2.2** General expenses not specifically provided for herein.
 - **7.6.2.3** The cost of Design-Builder's capital used in the performance of the Work.
 - **7.6.2.4** If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded, unless Owner has approved an Adjustment or Change Order.
 - **7.6.2.5** Any bonuses or incentive pay that is the obligation of Design-Builder to pay.
- **7.6.3 Pass-Through Costs.** The following costs shall be "passed through" and paid without mark-up or any added Design-Build Fee:
 - **7.6.3.1** Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.
 - **7.6.3.2** Costs for permits, royalties, licenses, tests, and inspections.
 - **7.6.3.3** Premiums for insurance and bonds required by this Contract or the performance of the Work.

7.7 The Guaranteed Maximum Price.

- **7.7.1 GMP.** Design-Builder guarantees that the Contract Price shall not exceed the Guaranteed Maximum Price ("GMP") established in the GMP Amendment. Documents used as basis for the GMP shall be identified in the GMP Amendment. Design-Builder agrees that it will be responsible for all costs of completing the Work which exceed the GMP, as it may be adjusted in accordance with the Contract Documents.
- **7.7.2 Contingency.** The GMP shall include a Design-Builder's contingency, in an amount that is no less than two-point five percent (2.5%) and no more than five percent (5%) of the estimated Cost of the Work, which will be negotiated between the Design-Builder and Owner as a part of the Phase 2 Proposal. The percentage shall depend upon the level of completion of the Design-Build Documents and certainty of subcontractor pricing at that time and depending upon any other risk factors agreed upon between the Design Builder and Owner.

The final amount of the contingency shall be stated in the GMP Amendment and included in the GMP amount. The contingency is a sum established for the Design-Builder's sole use to cover the Design-Builder's costs that are properly reimbursable as a Cost of the Work but not the basis for a Change Order, such as, for example, design errors and omissions, buy-out or estimating error, post-GMP unanticipated market conditions, scope gaps, coordination between trades, overtime, acceleration, failure of a Subcontractor of any tier, pandemic or epidemic, or expediting costs for critical materials.

The Design-Builder shall use the contingency only with Owner's prior written consent, which shall not be unreasonably withheld or delayed. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.

Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

7.7.3 Savings. If the sum of the actual Design-Build Fee (as defined in 7.5 hereof), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") may be incorporated back into the Project as agreed, or returned to Owner. The Design Builder will keep Owner informed of the status of all costs and opportunities to increase the outcomes of the project.

7.8 Allowance Items and Allowance Values.

- **7.8.1** Any and all Allowance Items, as well as their corresponding Allowance Values, shall be set forth in the GMP Amendment.
- **7.8.2** Design-Builder and Owner will work together to review the Allowance Items and Allowance Values based on design information then-available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.
- **7.8.3** No Work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project Schedule approved with the GMP Amendment, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.
- **7.8.4** The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item.
- **7.8.5** Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Design-Builder shall report such difference to Owner so that Owner can maintain a running tally of Allowance Item costs against Allowance Values. Prior to final payment, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.8.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for all Allowance Items and the total Allowance Value.

Article 8

Procedure for Payment

- **8.1 Phase 1 Payments.** Phase 1 Work shall be paid by Owner based on the not-to-exceed **Phase 1 Price** at the all-inclusive billing rates and labor categories set forth herein and as may be established in a **Phase 1 Amendment**. All-inclusive billing rates and labor categories shall not be subject to any overtime pay obligations incurred by Design-Builder nor any rate increases during Phase 1.
 - **8.1.1** Phase 1 Work may be invoiced to Owner on a monthly basis on the day agreed to during Partnering activities. Application for payment will be based on cost incurred during the previous billing cycle. Draft applications for payment will be reviewed and agreed during weekly project meetings to ensure that costs and expenses are paid as incurred and not held until a later billing period.

8.2 Phase 2 Payments.

- **8.2.1** Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the Application in accordance with the following procedure, which shall be in accordance with the current City of Everett Construction Management Payment Schedule:
 - **8.2.1.1 Draft Application.** Design-Builder shall submit to Owner an accounting of the current progress of the Work as compared to Design-Builder's Master Project Schedule, and a draft, itemized application for payment for work performed during the current payment period on a form supplied or approved by Owner. This shall not constitute a payment request. Design-Builder and Owner shall discuss regarding the current progress of the Work and the amount of payment to which Design-Builder is entitled. Owner may on occasion request Design-Builder to provide data substantiating Design-Builder's right to payment, such as, but not limited to copies of invoices from Subcontractors of any tier, and reflecting retainage as provided elsewhere in the Contract Documents.
 - **8.2.1.2 Payment Request.** After Design-Builder and Owner have met and agreed regarding the updated draft application, and Design-Builder has furnished all progress information required and all data requested by Owner under 8.2.1.1 above, Design-Builder shall submit Design-Builder's Application for Payment for Work completed during the previous month in accordance with Article 6 of the General Conditions on a form supplied or approved by Owner. Among other things, the Application shall attest those prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with Owner and that all payments due Subcontractors of any tier from Owner's payment the prior month have been made.
 - **8.2.1.3 Disputed Amounts.** If Design-Builder believes it is entitled to payment for Work performed during the prior billing cycle in addition to the agreed-upon amount, Design-Builder may, submit to Owner along with the approved payment request a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, Design-Builder and all Subcontractors shall file with Owner certified copies of all payroll records relating to the additional amount due. Disputed Amounts are due ten (10) working days following the prior approved Payment Application.
 - **8.2.1.4 Validity of Payment Requests.** A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

8.2.2 Owner shall make payment within 30 days after Owner's receipt of each properly submitted and accurate Application for Payment, but in each case less the total of payments previously made, less retainage, and less amounts properly withheld under Section 6.3 of the General Conditions.

8.3 Retainage on Phase 2 Work Progress Payments.

- **8.3.1** Pursuant to Chapter RCW 60.28, Owner will retain five percent of each approved Application for Payment to be retained as a trust fund for the protection and payment of the claims of any person arising under the contract and the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due from Design-Builder. The moneys reserved may, at the option of Design-Builder, be retained in accordance with the provisions of Chapter 60.28 RCW.
- **8.3.2** If the Design-Builder elects to submit a retainage bond on behalf of itself or one or more of its Subcontractors in accordance with Chapter 60.28 RCW, each such bond must be issued on a form provided by Owner by a surety licensed to do business in the state where the Work is located with an A.M. Best rating of A-/IX or better on behalf of Design-Builder or A-/V on behalf of a Subcontractor. Design-Builder is responsible for submitting retainage bond(s) that meet these requirements to Owner on behalf of itself and/or any Subcontractor. Owner will not accept retainage bonds submitted directly to it by a Subcontractor.
- **8.3.3** Sixty (60) days after Final Acceptance of the entire Work, which is an action by the City Council, Owner shall release to Design-Builder all retained amounts in accordance with chapter RCW 39.12 and chapter RCW 60.28, provided that Design-Builder has submitted: (1) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from Design-Builder and from each Subcontractor of any tier certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by Design-Builder or Subcontractor of any tier, (2) pursuant to RCW 60.28.021, certificates from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries. If there are either unpaid taxes or unsatisfied claims of lien against the retained percentage, disbursement of retainage funds will be made in accordance with state law.
- **8.4 Payment to Subcontractors.** Design-Builder shall ensure payment to any Subcontractor (or Sub-Subcontractor), at any tier every thirty (30) days for any Work satisfactorily completed and not disputed, regardless of being paid by Owner. The Design-Builder and Owner jointly commit to reviewing and agreeing eligible costs, back up and completed work as they become due and available for review.
- **8.5** Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.6 of the General Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within 30 days after Owner's receipt of the Final Application for Payment, provided that (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.6.2 of the General Conditions and (b) Owner shall have the right to withhold all amounts to which Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions.
- **8.6 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payments, shall bear interest as specified by RCW 39.76.
- **8.7 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Contract is to be administered on an *Open-Book* arrangement relative to the Cost of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.

During the performance of the Work and for a period of six (6) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders,

vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment.

Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Contract are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Contract, but the composition of such multiplier or markup is not subject to audit.

Article 9

Termination for Convenience

- 9.1 In addition to Owner's other termination rights in the General Conditions, Owner may terminate the Contract for convenience. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any portion of this Contract. If such termination occurs during Phase 1, then Owner shall pay Design--Builder for that portion of the Phase 1 Price that corresponds to the percentage of completion of Phase 1 Work in accordance with the Contract Documents, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages whatsoever (including without limitation fee or profit on terminated Phase 1 Work). If such termination occurs during Phase 2, Owner shall (subject to the limitation set forth in Section 8.3 above) pay Design--Builder for that portion of the Contract Price that corresponds to the percentage of completion of Work in accordance with the Contract Documents, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages whatsoever (including without limitation fee or profit on terminated Work).
- **9.2** The total sum to be paid to Design-Builder under this Article 9 shall not exceed the Phase 1 Price for Phase 1 and the Contract Price for Phase 2, as reduced by the amount of payments otherwise made, the price of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to Design-Builder shall exclude the fair value of property not under Owner's control which is destroyed, lost, stolen or damaged to become undeliverable to Owner.
- **9.3** Any claim, request for equitable adjustment or other demand for extra compensation or time extension by Design-Builder arising from or related to acts, events, occurrences, or omissions prior to the effective date of the convenience termination shall continue to be subject to and resolved in accordance with the rules (contractual or legal, express or implied) in effect prior to the termination. The convenience termination will not convert this Contract into a cost reimbursement contract.
- 9.4 The Parties understand and acknowledge that the Owner has the unilateral right under Section 9.1 above to terminate this Contract for convenience during or at the conclusion of Phase 1 with the object of having the Project completed by a 63-20 non-profit entity or similar model. Upon such termination, the Parties anticipate and understand that the non-profit entity will negotiate with the Design-Builder in good faith with the goal of Design-Builder and such entity entering into a Project design and/or construction contract, but with both Owner and Design-Builder acknowledging that such good-faith negotiations are not certain to succeed. If and when the entity and Design-Builder enter into a design and/or construction contract, Owner will (1) assign Owner's rights to the Work Product under this Contract to the entity; and (2) provide such entity with all Work Product provided to Owner. If the entity and Design-Builder do not enter into contract that includes Phase 1B (or equivalent), (1) Owner will pay Design-Builder \$81,000 (which is equal to 2.57% of the estimated fee for Phase 1B of \$3,151,877); (2) Owner will assign Owner's rights to the Work Product under this Contract to the entity; and (3) Design-Builder will provide such entity with all Work Product.

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions to the extent permitted by the Legal Requirements:

Scott Pattison, City of Everett.

10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.3 of the General Conditions to the extent permitted by the Legal Requirements:

Ethan Bernau, SOJ.

10.2 Design-Builder's Representatives.

- **10.2.1** Design-Builder designates the individual listed in the table in Section 10.3 below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions.
- **10.2.2** Design-Builder designates the individual listed in the table in Section 10.3 below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions.
- **10.3 Key Personnel.** Design-Builder has been selected for this Project based on not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key personnel it intends to employ to perform the Work. Design-Builder agrees to provide all professional personnel necessary, at adequate staffing levels, to perform the required services under this Contract, including the key personnel identified below:

Position Title	Name of Individual
Design-Builder Senior Representative	Hans Hansen
Design-Builder Representative (Project Manager)	Stewart Potter
Design-Builder Chief Estimator	Wade Meyer
Design-Builder Architect of Record	Erica Loynd
Design-Builder Design Principal	Greg Garlock
Design-Builder Program Principal	Andy West
Design-Builder Superintendent	Chris Coleman

These key personnel, all of whom were named in Design-Builder's proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be assigned to the Project. Except in the event of the death of the employee or their termination of employment with Design-Builder, these key personnel shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Owner in its sole discretion.

In the event Design-Builder **proposes to substitute** any of the key personnel due to death or employment termination, the individual(s) proposed must demonstrate the qualifications indicated in the Request for Proposals for their respective role(s), and experience as required to successfully perform such duties. Owner shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the Project. Design-Builder will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by Owner and Design-Builder, Owner considers such removal necessary and in the best interest of the Project, and Owner so notifies Design-Builder in writing and allows a reasonable period for the transition to different personnel.

10.4 Key Firms. Design-Builder has been selected for this Project on the basis of not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key firms it intends to engage to perform the Work. Design-Builder agrees to engage such firms to perform the required services under this Contract, including the key firms identified below:

Firm	Role
DLR Group	Architectural Design
KPFF	Civil Design

These key firms, all of whom were named in Design-Builder proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be engaged on the Project. These key firms shall be engaged for the complete scope identified in the Design-Builder's proposal. In the event Design-Builder proposes to substitute any of the key firms, Design-Builder shall demonstrate that the replacement firm possesses sufficient qualifications to perform the Work in question. Owner shall have the sole right to determine whether key firm proposed as substitutes is qualified to work on the Project.

Article 11

Bonds and Insurance

11.1 Design-Builder's Insurance

Unless a longer period of coverage is specified elsewhere in this Contract, prior to commencing Work, Design-Builder shall obtain at its sole expense and keep in force the following insurance coverages for a period of 365 days from Substantial Completion of all Work with insurance companies approved by the State Insurance Commissioner pursuant to Title 48 RCW.

All policies will name the Owner, its officers, officials, employees, and agents as additional insureds, except for the Design-Builder's Professional Liability policy and workers' compensation. The insurance provided must be with an insurance company with a rating of A: VIII or higher in the A.M. Best's Key Rating Guide or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII., which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). Owner reserves the right to approve the security of the insurance provided, the company, terms and coverage, the certificates of insurance, and endorsements and reserves the right to obtain complete copies of all policies from Design-Builder upon request.

11.1.1 Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Owner shall be provided 45 days written notice of cancellation. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect Design-Builder. Neither Owner's specification nor approval of the insurance in this Contract, nor of its amount, nor providing coverage in these stated minimum limits shall be construed to relieve Design-Builder from liability more than such limits. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. Design-Builder may, at its expense, purchase larger coverage amounts.

The cost of any claim payments falling within the deductible shall be the sole responsibility of Design-Builder. Design-Builder's insurance shall be primary and non-contributory as respects the Owner, and any self-insurance or any other insurance maintained by Owner shall be excess and not contributing insurance with the Design-Builder's insurance. The Design-Builder's insurance coverage shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability. Design-Builder shall submit, upon execution of this Contract, Certificates of Insurance and additional insured endorsements acceptable to Owner or Owner's designee as evidence of all insurance required herein:

11.1.1.1 Commercial General Liability Insurance. A policy of Commercial General Liability Insurance on an industry standard insurance occurrence form: (CG 00 01) or equivalent, with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate, including all coverage known as:

Per Project Aggregate endorsement (CG2503)

Premises/Operations Liability

Products/Completed Operations—for a period of six years following Substantial Completion

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap or Employers Contingent Liability

The CGL insurance shall not exclude XCU or subsidence perils

11.1.1.2 Employers Liability:

(1)	\$1,000,000	Each Accident
(2)	\$1,000,000	Disease - Policy Limit
(3)	\$1,000,000	Disease - Each Employee

- **11.1.1.3 Excess or Umbrella Liability.** \$10 million per occurrence and aggregate in excess of the primary CGL during construction and with Products/Completed Operations coverage for a period of six (6) years following Substantial Completion.
- **11.1.1.4 Automobile.** Commercial Automobile Liability with a combined single limit of not less than \$5,000,000 for each accident and including coverage for transportation of pollutants. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy. The \$5,000,000 combined single limit may be met by a combination of primary and excess liability policies.
- 11.1.1.5 Contractors Pollution Liability. A policy providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Design-Builder's work or operations for others; from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos. Such Pollution Liability policy shall provide at least \$5,000,000 per occurrence coverage for Bodily Injury and Property Damage. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

11.1.1.6 Design-Builder's Professional Liability.

- (1) The Design-Builder's Design Consultant and Engineer will maintain for at least six (6) years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than \$10,000,000 per claim and annual aggregate (deductible of up to \$150,000 permitted).
- (2) The Design Sub-Consultants, and any other Subcontractor (including subcontractors of any tier) performing design services will maintain for at least six (6) years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than \$2,000,000 per claim and annual aggregate (deductible of up to \$150,000 permitted).
- (3) All parties required to procure and maintain insurance under this Section 11.1.1.6 (the "Insured Parties") shall promptly notify Owner of any material changes to, interruption of, or termination of this insurance, and will immediately procure replacement coverage. The Insured Parties either maintain active policy coverage, or an extended reporting period, providing coverage for claims first made and reported to the insurance company within six (6) years of Substantial Completion or termination of the Work under this Contract, whichever occurs first. Owner may modify these insurance requirements for certain entities, on a case-by-case basis, by providing written agreement of such modifications.
- (4) If this policy is issued on a claims-made basis:
 - a) The retroactive date must be shared and this date must be before the execution date of the contract or the beginning of contract work.
 - b) Insurance must be maintained and evidence of insurance must be provided for at least six (6) years after completion of contract work.
 - c) If coverage is cancelled or non-renewed, and not replaced with another claimsmade policy form with a retroactive date prior to the contract effective, or start of work

date, the Contractor must purchase extended reporting period coverage for a minimum of six (6) years after completion of contract work.

- d) A copy of the claims reporting requirements must be submitted to the Entity for review.
- **11.1.1.7 Worker's Compensation.** Worker's Compensation coverage, as required by RCW Title 51. If Design-Builder is qualified as a self-insurer in accordance with RCW 51.14, Design-Builder shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured and setting forth the limits of any policy of excess insurance covering its employees.
- **11.1.1.8 Builder's Risk**. The following provision applies unless the City provides written notice to Design-Builder prior to the execution of the GMP Amendment that the City will procure and maintain builder's risk coverage:

Prior to the start of any construction work the Design-Builder shall procure and maintain during the life of the Contract, or until acceptance of the project by Owner, whichever is longer, "All Risk" Builders Risk Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss - Special Form) including coverage for collapse, theft, and if applicable, off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake and flood and including Owner-furnished equipment valued at \$[to be added in GMP Amendment]. The policy shall include coverage for cost of making good for faulty workmanship and defective design (Leg 3 endorsement), and be endorsed to cover the interests, as they may appear, of Owner, Design-Builder, Subcontractor, and Subcontractors of all tiers with Owner and Subcontractors listed as a Named Insured. In the event of a loss to any or all the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by Owner, the Design-Builder shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Design-Builder or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

- **11.1.2 Self-Insurance.** At its sole option and in its sole discretion, Owner may accept Design-Builder's self-insurance for liability coverage in lieu of insurance from a commercial insurer. Design-Builder must provide a letter from its Corporate Risk Manager or appropriate Finance Officer representing and warranting the following minimum information: whether the self-insurance program is actuarially funded; the fund limits; any excess declaration pages to meet the contract requirements; a description of how Design-Builder would protect and defend Owner as an Additional Insured in their Self-Insured layer; and claims-handling directions in the event of a claim. Any amounts due to, sought by, or paid to third party claimants shall be the sole responsibility of Design-Builder, irrespective of whether such amount falls wholly within the level or amount of Design-Builder's self-insured retention.
- **11.1.3 Waiver of Subrogation.** Design-Builder and Owner waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent of proceeds paid by the Builder's Risk insurance or other property insurance obtained pursuant to the Contract Documents. The policies shall provide such waivers by endorsement or otherwise.
- **11.1.4 Design-Build Exclusions.** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in this Contract. Design-Builder's liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project. Any professional liability insurance

shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project.

- **11.1.6 Subcontractors (at any tier).** Design-Builder shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Design-Builder-provided insurance as set forth herein. Design-Builder shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. Design-Builder shall also cause each Subcontractor to include Owner, its officers, officials, employees, and agents as additional insureds under each Subcontractor's Commercial General Liability and Commercial Automobile Liability policies.
- 11.1.7 Insurance Verification. The Owner uses third-party Trustlayer to verify insurance coverages. Design-Builder will upload all certificates of insurance, endorsements, and other evidences of insurance to Trustlayer's website. No statement from Trustlayer or on Trustlayer's website that insurance is accepted, complete, or compliant or otherwise limits the requirements of this Section 11.1 or excuses non-compliance with this Section 11.1. No statement from Trustlayer or on Trustlayer's website that an insurance requirement is waived or overridden limits the requirements of this Section 11.1 or excuses non-compliance with this Section 11.1.
- Performance and Payment Bond. Design-Builder shall secure from a surety company acceptable to Owner, admitted and licensed in the State of Washington, and shall pay for performance and payment bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the GMP plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." The bond shall be on a form provided by Owner. The bond must be executed by a duly licensed surety company that is listed in the latest Circular 570 of the United States Treasury Department as being acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. Said bonds shall meet all requirements of RCW 39.08 and shall also be issued by a surety with an A.M. Best rating of A/IX or better. All reinsurers that may be called upon to support or share in a surety's obligations specified in connection with the performance and payment bond obligations required of the Contractor by the Contract Documents must also have an A.M. Best rating of A/VIII or better. The scope of the bond or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of Design-Builder to Owner as set forth herein. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The bond shall cover all Change Orders without further consent from the surety.

Article 12

Other Provisions

12.1 Contract Exhibits. The Exhibits to this Contract, incorporated herein by reference, are as follows:

Exhibit A Owner Provided Information

Exhibit B Owner's Initial Project Program

Exhibit C Phase 1A Work and Fee Proposal

Exhibit D Construction General Conditions Work – to be added via amendment

Exhibit E Equipment Rate Schedule – to be added via amendment

Exhibit F Design Builder's Initial Subcontracting Inclusion Plan – to be added via amendment

- **12.2 CPARB Reporting**. Design-Builder shall provide Owner and, if requested, the Capital Projects Advisory Review Board ("CPARB") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10 RCW and the requirements of CPARB.
- **12.3 Notices.** All notices required to be given by any party to the other party under this Contract shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses as follows. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

Owner:

Scott Pattison City of Everett 2930 Wetmore Ave, Suite 10-A Everett, WA 98201

With copy to:

Ethan Bernau SOJ 1109 1st Ave, Suite 330 Seattle, WA 98101

Design-Builder:

Stewart Potter, Assoc. DBIA, LEED GA Bayley Construction, LP 8005 SE 28th Street Mercer Island, WA 98040

Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee. Notices and communications given by mail hereunder shall be deemed to have been given seventy-two (72) hours after the date of dispatch: all other notices shall be deemed to have been given upon receipt.

12.4 Prior Professional Services Agreement. Owner and Design-Builder are parties to the Professional Services Agreement dated as of February 16, 2025, for \$200,000 (the "Prior PSA") for certain Phase 1 work preceding Phase 1A. The \$200,000 under the Prior PSA has been paid to Design-Builder. This Contract supersedes and replaces the Prior PSA for all work under the Prior PSA. The Phase 1A Price of \$2,901,602.40 is only for Phase 1A and does not include the \$200,000 paid under the Prior PSA for Phase 1 work preceding Phase 1A.

In executing this Contract, Design-Builder declares under penalty of perjury under the law of Washington and in accordance with RCW 39.04.350(2) that within the three-year period (or five-year period, if required by City of Everett ordinance) immediately preceding the date of the Request for Qualifications issued in this matter, it has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

This Contract may be signed with AdobeSign, which is fully binding.

OFFICE OF THE CITY ATTORNEY

OWNER:	DESIGN-BUILDER:
CITY OF EVERETT	BAYLEY CONSTRUCTION LP
Cassie Franklin, Mayor	(Signature)
	(Printed Name)
	(Title)
Date:	Date:
Attest:	
OFFICE OF THE CITY CLERK	
APPROVED AS TO FORM	

EXHIBIT A TO PROGRESSIVE DESIGN-BUILD CONTRACT

Design-Build Contract for Everett Outdoor Events Center Exhibit A - Owner Provided Information

- Major League Baseball PDL Facility Standards ("Confidential Exhibit F") provided to Bayley on 2/3/25
- United Soccer League Stadium Standards

 - League One (Men's) Stadium Standards dated 9/14/22
 USL Super League (Women's) Stadium Standards dated 1/27/22

EXHIBIT B TO PROGRESSIVE DESIGN-BUILD CONTRACT



Program Summary Everett Multipurpose Stadium Everett, WA

March 2025

This document serves as a summary worksheet for all space requirements of the facility. This should be considered a working document and may be subject to change throughout the design process. Program requirements are divided into the following classifications:

1.0 2.0 Site Requirements **Spectator Seating** 3.0 **Spectator Facilities** 4.0 Food & Retail Facilities 5.0 **Media Facilities** 6.0 **Administrative Facilities** 7.0 Team / Event Facilities 8.0 **Playing Field Facilities** Service & Operations Facilities 9.0 10.0 Sound System & Scoreboard

1.0		SITE REQUIREMENTS					
Class							MLB Reg'd
No.		Space Type	Units	SF	Total SF	Description	MLB Req u
1.1		SITE REQUIREMENTS					
	1.1.1	Site Ingress & Egress				Provide adequate ingress & egress onto and around site.	
	1.1.2	Site Circulation				Provide easily understandable vehicle circulation, parking & pedestrian flow.	
	1.1.3	Site Graphics				Provide appropriate graphics, safety & control devices to aid movement.	
	1.1.4	On-Site Drainage & Utilities				Provide in accordance with applicable codes and ordinances.	
	1.1.5	Parking - General				Provide minimum of 1000 stalls (at 1 stall per 3 patrons) within 10 minute walk.	
	1.1.6	Parking - ADA	8	300	2,400	Provide in accordance with applicable codes and ordinances.	
	1.1.7	Parking - VIP	100	300	30,000	Provide controllable zone of 100 stalls for VIP patrons.	
	1.1.8	Parking - MiLB Team / Staff	50	300	15,000	Provide fenced/secured zone of 50 stalls for team and staff.	15,000
	1.1.9	Bicycle Parking	20	5	100	Desired by the City. LEED opportunity	
	1.1.10	Pedestrian Circulation				Pedestrian walkways & plazas, landscaping to meet ordinances.	
	1.1.11	Emergency Vehicle Parking	1	350	350	Ambulance parking during event with clear and direct access to the field	

2.0		SPECTATOR SEATING					
Class							MLB Reg'd
No.		Space Type	Units	SF		Description	WILD REY U
2.1		SEATING - LOWER BOWL	3,572		22,080		
	2.1.1	Fixed Seating	3,500	6	,	20" armchairs 33" Concrete Treads & Risers	
	2.1.2	ADA Space(s)	36	20	720	Provide at all price levels. Increase above code minimums	
	2.1.3	ADA Companion Seating	36	10	360	Provide at all price levels.	
2.2		SEATING - Rail Seats	0		0		
	2.2.1	Fixed Seating	0	8	0	21" armchairs on 36" concrete treads & risers. Assume seats in main bowl.	
	2.2.2	ADA Space(s)	0	20	0	Minimum 1% of Fixed Seating count.	
	2.2.3	ADA Companion Seating	0	10	0	Minimum 1% of Fixed Seating count.	
2.3		SEATING - Club Seats	206		1,690		
	2.3.1	Fixed Seating	200	8	1,600	22" armchairs on 42" concrete treads & risers. Assume seats in main bowl.	
	2.3.2	ADA Space(s)	3	20	60	Minimum 1% of Fixed Seating count.	
	2.3.3	ADA Companion Seating	3	10	30	Minimum 1% of Fixed Seating count.	
2.4		SEATING - SUITE	48		480		
	2.4.1	Fixed Seating	48	10		22" armchairs on 42" concrete treads & risers. 4 suites @ 12 seats each	
	2.4.2	ADA Space(s)	0	20		ADA spaces provided by two (2) removable fixed seats in each suite.	
	2.4.3	ADA Companion Seating	0	10		Utilize armchair adjacent to wheelchair space (at removable seats).	
2.5		SEATING - PARTY DECKS	0		0	Two areas (1) @ sf & (1) @ sf	
	2.5.1	Third Base Deck	0	10	0		
	2.5.2	First Base Deck	0	10	0		
	2.5.3	Museum Deck	0	10	0		
2.6		SEATING - LOGE BOX	40			Located between ADA seating on concourse	
	2.6.1	Fixed Seating	40	10		Fixed chairs with drink rail, 4 Topps opportunity. (10 Loge Boxes @ 4 seats each)	
	2.6.2	ADA Space(s)	0	20	0		
	2.6.3	ADA Companion Seating	0	10	0		
2.7		SEATING - BLEACHERS	0			Not desired	
	2.7.1	Fixed Seating	0	6		18" Bench Seats. Assume seats in outfield lower bowl.	
	2.7.2	ADA Space(s)	0	20		Minimum 1% of Fixed Seating count.	
	2.7.3	ADA Companion Seating	0	10		Minimum 1% of Fixed Seating count.	
2.8		SEATING - PICNIC AREAS & SRO			7,000		
	2.8.1	Concrete Seating & Standing Area	700	10		NSF - Concrete Standing Area	
	2.8.2	ADA Space(s)	0	20		NSF - Concrete Standing Area	
	2.8.3	ADA Companion Seating	0	10		NSF - Concrete Standing Area	
2.9		SEATING - BERM (SLOPED & TERRACED)			5,000		
	2.9.1	Berm Seating Area	500	10		Sloped grass seating areas and terraced grass areas.	
	2.9.2	ADA Space(s)	0	20		Minimum 1% of Fixed Seating count.	
	2.9.3	ADA Companion Seating	0	10	0	Minimum 1% of Fixed Seating count.	
		TOTAL CEATING	0.000		24.052	NOT Consults Continued Aven	
		TOTAL SEATING	3,866			NSF - Concrete Seating Area	
		LOWER DECK W/ ADA & COMPANION	3,612			NSF - Concrete Seating Area	
		UPPER DECK W/ ADA & COMPANION	254		2,170	NSF - Concrete Seating Area	
		TOTAL CAPACITY	5.066		36.650	NCF	
		TOTAL CAPACITY	5,066		36,650	NOF	



Program Summary Everett Multipurpose Stadium Everett, WA

						MLB R
	Space Type	Units	SF		Description	
	SUITES & CLUBS			5,680		
3.1.1	Suites		200	1 000	D : 1 :: (1 :: M*: D :: 1101 (4 :: 0.40 :: 1)	
3.1.1.a	Season-Long	4			Premium location for both MiLB and USL (4 suites @ 12 seats each)	
3.1.1.b	Field / Pitch-side Suites	0			Locate on field, quantity and SF is TBD.	
3.1.1.c	City Use	0	300	0	Locate on Press/Suite Level.	
3.1.1.d	Double Wide	0	300	0	Two suites that can be converted into one large suite	
3.1.2	Suite Lounge	4	120	480	Gathering areas along Suite Concourse.	
3.1.3	Indoor Stadium Club	200	20		Indoor Club area (sized for 200 club seats @ 15 sf/person) Banquet for 200	
3.1.4	Outdoor Party Deck / Stadium Club	100	20		Outdoor Club area / Party Deck. Can be converted to future suites.	
		100	20			
0.0.4	GROUP SALES AREAS			7,500		
3.2.1	Picnic Areas					
3.2.2	Group Area (SRO) - Concourse	500	15	7,500	Area accommodating +/- 500 people each. Near Group Seating.	
	PUBLIC TOILETS			5,390		
3.3.1	Toilets - Lower Deck + Loge Box + Bleachers +	Berms + Picnio	+ SR0			
3.3.1.a	Women's Toilet (Fixtures)	56	50	2,800	Total Fixtures = Water Closets + Lavatories	
	Water Closets	44			Prelim Count for general seating (3,500) areas based upon 2021 IBC .	
	Lavatories	12			Prelim Count for general seating (3,500) areas based upon 2021 IBC .	
2245				4 000		
3.3.1.b	Men's Toilet (Fixtures)	32	50	1,600	Total Fixtures = Urinals +Water Closets + Lavatories	
	Toilets	23			Prelim Count for general seating (3,500) areas based upon 2021 IBC .	
	Urinals	15			2/3 of total Toilet Count	
	Water Closets	8			1/3 of total Toilet Count	
	Lavatories	9			Prelim Count for general seating (3,500) areas based upon 2021 IBC .	
3.3.1.c	Family Toilet	2	80	160	Provide 1 water closet, 1 lav in each. Locate one each on 1st and 3rd base sides.	
3.3.1.d	Custodial / Storage Closet	4			One closet per pair of men & women toilet rooms.	-
3.3.2		4	30	200	one steedt per pair of men a nomen tollet rooms.	
	Toilets - Suites + Stadium Club	_		25.	Tatal Fishings - Water Olaszka i Laurtania	
3.3.2.a	Women's Toilet (Fixtures)	5	50	250	Total Fixtures = Water Closets + Lavatories	
	Water Closets	3			Prelim Count for general seating areas based upon 2021 IBC .	
	Lavatories	2			Prelim Count for general seating areas based upon 2021 IBC.	
3.3.2.b	Men's Toilet (Fixtures)	5	50	250	Total Fixtures = Urinals +Water Closets + Lavatories	
	Toilets	3			Prelim Count for general seating areas based upon 2021 IBC.	
	Urinals	2			2/3 of total Toilet Count	
		1				
	Water Closets				1/3 of total Toilet Count	
	Lavatories	2			Prelim Count for general seating areas based upon 2021 IBC .	
3.3.2.c	Family Toilet	1	80	80	Provide 1 water closet, 1 lav.	
3.3.2.d	Custodial / Storage Closet	1	50	50	One closet per pair of men & women toilet rooms.	
3.3.3						
3.3.3.a	Women's Toilet (Fixtures)		50	0	Total Fixtures = Water Closets + Lavatories	
0.0.0.u	Water Closets		- 00			
					Prelim Count for general seating areas based upon 2021 IBC.	
	Lavatories				Prelim Count for general seating areas based upon 2021 IBC .	
3.3.3.b	Men's Toilet (Fixtures)		50	0	Total Fixtures = Urinals +Water Closets + Lavatories	
	Toilets				Prelim Count for general seating areas based upon 2021 IBC.	
	Urinals				2/3 of total Toilet Count	
	Water Closets	0			1/3 of total Toilet Count	
	Lavatories				Prelim Count for general seating areas based upon 2021 IBC .	
3.3.3.c	Family Toilet		80	0	Provide 1 water closet, 1 lav in each.	
3.3.3.d	Custodial / Storage Closet		50		One closet per pair of men & women toilet rooms.	
	GUEST SERVICES			675		
3.4.1	Guest Services/Marketing	1	120	120	Locate in highly visible location on Main Concourse.	
3.4.2	First Aid	1	200	200	Locate on Main Concourse. Includes RR. Near Guest Services	
3.4.3	Security Office @ Maint / Team Area	1			Command post for game-day security. No Holding Room.	
3.4.4	ATM	2			Locate on concourse-one each along 1st and 3rd base sides.	
3.4.5	Public Telephones	4			Locate on concourse—two each along 1st and 3rd base sides.	
				150		
3.4.6	Mothers' Room	1			Locate near Guest Services	
3.4.7	Family RR	1	65	65	Locate near Guest Services	
	MISCELLANEOUS PUBLIC AREAS			5,000		
3.5.1	Outdoor Bar	0		0	One (1) large area with view of field. Provide area for tables, stage, etc.	
3.5.2	Kid's Play Area	1	5,000	5,000	One (1) large area with view of field. Provide area for the following:	
					- Play equipment, slab for carousel, wiffleball field	1
	CIRCULATION			32,760		
3.6.1	Concourses			02,100		
		F 000	-	05.000	Onen concerves with view of field so much	
3.6.1.a	Main Concourse	5,000	5		Open concourse with view of field as much as possible.	
3.6.1.b	Suite Corridor	48	6	290	Circulation between lobby, suites, restrooms, pantry, storage, etc.	
3.6.2	Elevator Lobbies					
3.6.2.a	Public Elevator Lobby	1	250	750	Assume at three (3) levels - Locker, Concourse, Suite/Press.	
3.6.2.b	Service Elevator Lobby	1		750	Assume at three (3) levels - Locker, Concourse, Suite/Press.	
3.6.2.c	Team Offices Elevator Lobby	1			Assume at three (3) levels - Concourse, 2nd Floor Team Offices, Roof Top	
			230	130	noodine de ance (o) ievelo - ooneodroe, zha Hoor Team Onices, Noor 10p	
3.6.3	Vertical Circulation	-				
3.6.3.a	Ramps	0		0		
3.6.3.b	Stairs	3	480	4,320	Assume at three (3) levels - Field, Concourse, Suite/Press.	
3.6.3.c	Elevators - Public	2	100	600	Assume at three (3) levels - Field, Concourse, Suite/Press.	
3.6.3.d	Elevators - Service	1			Assume at three (3) levels - Field, Concourse, Suite/Press.	
	**************************************					-
	Total - Englosed Areas			19 755	NSE	14
	Total - Enclosed Areas			18,755		
	Net to gross 15%			2,820		;
				37,500	SE	
	Total - Outdoor Areas TOTAL			59,075		17

Program Summary Everett Multipurpose Stadium Everett, WA

4.0		FOOD & RETAIL FACILITIES					
Class							MLB Reg'd
No.		Space Type	Units	SF		Description	MLD Requ
4.1		CONCESSIONS			1,700		-
	4.1.1	Concession Stand POS					
	4.1.1.a	Main Concourse Stands	10	120		Based on 1 POS per 150 spectators - Includes storage area. (20) Inc 10 Portables	
	4.1.1.b	Suite Level Stands	0	0		Assumes served by pantry.	
	4.1.2	Vendor Commissary	20	25		Based on 1 unit per 150 spectators. For use by vendors.	
	4.1.3	Food Court Seating Area	0	0		Not enclosed. Locate in highly-visible portion of Main Concourse.	
	4.1.4	Grab and Go Concessions	0	0		Locate on Main Concourse - Coordinate MEP requirements.	
	4.1.5	Portable Concessions	10	0	0	Locate on Main Concourse - no additional sf req'd. Coordinate MEP requirements.	
	4.1.6	Drinking Fountains					
	4.1.6.a	Main Concourse	5			Provide drinking fountains on concourse @ 1 per 1000 spectators.	
	4.1.6.b	Suite Level	1			Provide drinking fountains on concourse @ 1 per 1000 spectators.	
4.2		RESTAURANTS / BARS			1,500		
	4.2.1	Restaurant / Bar	100	15	1,500	One (1) enclosed area for 100 occupants, located with interior and exterior access.	
	4.2.2	Club Bar	0	15	0	One (1) enclosed area - locate adjacent to Club Seats.	
4.3		COMMISSARY / FOOD PREP			3,300		
	4.3.1	Central Kitchen	1	1,000	1,000	Main food prep area. Locate adjacent to Commissary Storage.	
	4.3.2	Commissary Storage	1	1,800	1,800	Main food storage area. Locate convenient to Loading Area.	
	4.3.3	Suite Pantry	1	500	500	Locate on Suite Level convenient to Service Elevator.	
	4.3.4	Club Food Pantry	0	500	0	Locate on Suite Level convenient to Service Elevator.	
4.4		RETAIL			750		-
	4.4.1	Team Store	1	500	500	Direct access to inside & outside park. Potentially located in existing building.	
	4.4.2	Team Store Storage	1	250	250	Locate adjacent to Team Store.	
	4.4.5	Portable Novelty Sales	2				
4.5		CONCESSIONAIRE'S SPACES			510		-
	4.5.1	Reception	1	100	100		
	4.5.2	Offices - Walled					
	4.5.2.a	Food Service Manager	1	120	120		
	4.5.2.b	Food Service Asst. Manager	1	120	120		
	4.5.3	Cash Room / Vault	1	120	120		
	4.5.4	Storage	1	50	50		
		Total - Enclosed Areas Net to gross 20% TOTAL			7,760 1,560 9,320	SF	- -

5.0	MEDIA FA	CILITIES					
Class							MLB Reg'd
No.	Space Typ		Units	SF		Description	
5.1	PRESS BOX				1,150		470
5.1			1	200		Accommodate 8 writers. Work/serving counters at back of room.	
5.1		cast Booth - Home	1	120		Size to accommodate talent + camera	
5.1		cast Booth - Visitor	0	120		Size to accommodate talent + camera. Locate adjacent to Home TV Booth	
5.1		padcast Booth	2	100	200	Two (2) - Locate adjacent to TV Broadcast Booth.	
5.1		ard Control					
5.1	5.a PA / So	coreboard /Sound	1	350		Locate at end of Press Box.	350
5.1	.5.b A/V Eq	uipment Room	1	100		Locate adjacent to PA / Scoreboard / Sound Room.	
		cal Room	1	60		Locate in Press Box.	
5.1	6 MLB Pers	sonnel	1	120	120	Locate in Press Box. 2 personnel, 6 Linear Ft of counter w/ view to field	120
5.2	PRESS BOX	(SUPPORT			440		
5.2	.1 Press Toi	let - Women	1	80	80	Provide 1 water closet, 1 lav.	
5.2	.2 Press Toi	let - Men	1	80	80	Provide 1 water closet, 1 urinal, 1 lav.	
5.2	.3 Workroon	n	1	120	120	Provide area for copier, fax, and media materials.	
5.2	.4 Storage		1	80	80	Provide for general press storage.	
5.2	.5 Lounge		0	200	0	Food Service	
5.2	.6 Janitor		1	80	80		
5.3	CAMERAS				736		-
5.3	.1 Camera I	ocations					
5.3	.1.a High H	ome	1	64	64	Can be included with TV Broadcast Booth.	
5.3	.1.b Low 1s	t and 3rd	2	160	320	Locate at ends of Dugouts.	
5.3	.1.c High 1s	st and 3rd	2	64	128	Locate on Main Concourse.	
5.3	.1.d Center		1	64	64	Locate on 3rd base side of Batter's Eye.	
	.1.e Wireless		2	0		Allow for roaming cameras.	
5.3	.2 Still Phot	o Locations					
5.3	.2.a Low 1s	t and 3rd	2	80	160	Locate at ends of Dugouts. May be shared with Low 1st and 3rd Camera Locations.	
5.4	MEDIA SUF	PPORT			0		
5.4	.1 Interview	Room	0	300	0	Locate near Clubhouses.	
5.4			0	80		Locate adjacent to Interview Room.	
5.4	.3 Toilet - M	en	0	80	0	Locate adjacent to Interview Room.	
	Total - Encl	osed Areas			1.590	NSF	470 NSF
	Net to gr				400		120 SF
	Total - Outo				736		- SF
	TOTAL	IVVI AIGAS			2,726		590 GSF
	IUIAL				2,126	uor	590 (



Program Summary Everett Multipurpose Stadium Everett, WA

6.0 Class	ADMINISTRATIVE FACILITIES					
No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
6.1	ADMINISTRATIVE OFFICES			3,050	Potentially located in existing building on site, phase 1.	
6.1.		1	200	200		
6.1.	2 Offices - Walled					
6.1.		1	250			
6.1.	2.b Team President	1	250	250		
6.1.		1	220			
6.1.		0	200	0		
6.1.		0	150			
6.1.	2.f Office Manager	0	150	0		
6.1.		0	150	0		
6.1.	2.h Director of Promotions	0	150	0		
6.1.	2.i Media Relations	0	150	0		
6.1.	2.j TBD	0	150	0		
6.1.		0	600			
6.1.	4 Conference Rooms	1	250	250	Shared with USL	
6.1.	5 Open Office (10 cubicles)	10	100	1,000		
6.1.	6 Kitchen / Break Room	1	200	200	Shared with USL	
6.1.	7 Copy / Mail / Work Room	1	200	200	Shared with USL	
6.1.	8 IT / Telecommunications Room	1	120	120	Shared with USL	
6.1.	9 Toilet - Women	1	180	180	Provide 2 water closets, 2 lavs, 1 shower.	
6.1.	10 Toilet - Men	1	180	180	Provide 1 urinal, 1 water closet, 2 lavs, 1 shower.	
6.2	Ticketing			800		
6.2.						
6.2.	1.a Main Entry	1	200	200	Provide four (4) ticket windows adjacent to Main Entrance.	
6.2.		0	100	0	Provide two (2) ticket windows adjacent to Entrance.	
6.2.						
6.2.	2.a Ticket Manager & assistant mgr	1	300		Shared office space	
6.2.	3 Man Trap	1	100	100	Provides access to Counting Room.	
6.2.	4 Counting Room	1	200	200	Includes safe.	
	Total - Enclosed Areas			3,850	NSF	
	Net to gross 35%			1,350		
	TOTAL			5,200	GSF	



Program Summary Everett Multipurpose Stadium Everett, WA

							MLB Red
1		Space Type	Units	SF		Description	
.1	7.1.1	HOME CLUBHOUSE Team Dressing Area	1	1,000	5,845	Provide thirty two (32) 36"x72" lockers	5,: 1,0
		-					1,
	7.1.2	Toilet Room	1			Provide 2 urinals, 2 water closets, 8 lavs.	
	7.1.3	Shower Room	1			Provide 10 showerheads.	
	7.1.4	Drying Area	1			Locate adjacent to Shower Room.	
_	7.1.5	Custodial Closet	1	50	50	Locate adjacent to Shower & Toilet Rooms.	
						Provide three (3) taping tables and wet hydrotherapy equipment area – (3) Whirlpools (1)	
	7.1.6	Training Room	1			ice machine (1) sink	
	7.1.7	Trainer's Office	1	150		Provide two (2) desks and lockable casework. Provide view into taping & hydro area.	
Π.	7.1.8	Home Staff / Coaches' Locker Room	1	320	320	Provide Ten (10) 36"x72" lockers [8 Req] (32sf per locker recommended)	
1	7.1.9	Home Staff / Coaches' Toilets and Showers	1	225	225	Provide 1 urinal, 1 water closet, 2 lavs, 2 shower hds	
1	7.1.10	Home Field Manager's Office	1	200	200	Provide desk and small conference table - 6-8 in meeting.	
	7.1.11	Home Field Manager's Toilet and Shower	1			Provide one (1) 36"x72" locker, 1 urinal, 1 water closet, 1 shower	
		Tromo Froid managor o Tonot and Onomor				Include meal serving area kitchenette area (elec. range w/oven & hood, 21 cf refrig, DW,	
-	7.1.12	Team Commissary and Dining Area	1	300	300	kit sink w/disposal, and trash compactor.	
	7.1.13	Team Dietician Office	0			Dietician's Office	
	7.1.14	Equip Manager Storage/Kitchen	1			Locate with direct access to Locker Room.	
	7.1.15	Clubbies Lockers/RR/Shwr	0			Locate adjacent to Equipment Manager	
	7.1.16	Team Storage	1			Team Storage	
ŀ	7.1.17	MLB Parent Club Storage Room	1	200	200	Lockable, year-round storage of MLB franchise-owned equipment.	
	7.1.18	Laundry Room	1	300		Locate adj to Equip Mgr/Stor. (2) 50 Lb Washers (2) 70 Lb Dryer	
	7.1.19	Weight Room	1			Visible from Strength Coach's Off. Shared between home / visitors	
	7.1.20	Weight Room strength coach office	1			View to weight room - storage for supplements	
	7.1.21	Family Waiting Area w/ RR	1			Locate w/ direct access to Lobby area, near Team Dress Room.	
	7.1.22	Video Coaching Area/Conf Room	1			Per 2/11/25 conversation, does this want to be larger?	
	7.1.23	Team Toilet	0			One group at each tunnel entrance	
	7.1.24		0			Space for tee and net	
	1.1.24	Bat Swing	U	150			
.2		BATBOY/BATGIRL LOCKERS			0		
	7.2.1	Clubhouse (Clubbie) Attend. Lockers	0	100			
.3		MASCOT / STAR DRESSING AREA			150		
Π.	7.3.1	Dressing Room	1	80	80	Combine in one locker room/well ventilated	
1	7.3.2	Toilet / Shower Room	1	70	70		
4		VISITOR CLUBHOUSE			2.855	Shared with MiLB and M & W USL teams.	2
	7.4.1	Team Dressing Area	1	1,000		Provide thirty two (32) 36"x72" lockers - 32 Lockers	
	7.4.2	Toilet Room	1			Provide 4 water closets, 4 lavs.	
	7.4.3	Shower Room	1				
						Provide 8 showerheads.	
	7.4.4	Drying Area	1			Locate adjacent to Shower Room.	
	7.4.5	Custodial Closet	1			Locate adjacent to Shower & Toilet Rooms.	
	7.4.6	Training Room	1			Provide one (2) taping table (2) whirlpool	
	7.4.7	Trainers Office	1	100	100	Provide office for trainer	
T	7.4.8	Visiting Staff / Coaches' Locker Room	1	230	230	Provide seven(7) 36"x72" lockers (per cap 1/32sf - 7 @36"w x 72"h)	
	7.4.9	Visiting Field Manager's Office	1			Provide one (1) 36"x72" locker and desk. – 36"x72"	
	7.4.10	Visiting Coaches' & Manager's Tlt/Shwr	1			Provide 2 urin, 2 wcs, 4 lavs, 4 shwr heads	
+	10	Totaling obdoles & Manager 3 Hy on Wi		223		Include small kitchenette area (elec. range w/oven & hood, 21 cf refrig, DW, kit sink	
Ι.	7 1 1 1	Toom Commission of Division Asset		200	200		
- 12	7.4.11	Team Commissary and Dining Area	1			w/disposal, and trash compact.	
	7.4.12	Team Clubby	0			Locate with direct access to Locker Room.	
	7.4.13	Team Laundry	0	300		Shared with Home Clubhouse Laundry.	
		FEMALE STAFF FACILITIES			400		
.5	7.5.1	Locker Room	1			Provide four (4) 36"x72" lockers (near home and vis clubhouse) Split into two.	
.5	7.5.2	Toilet / Shower Room	1	150	150	Provide 2 wcs, 2 lavs, 2 shwr heads	
.5	7.5.3	Custodial Closet	1	50	50	Locate adjacent to Shower & Toilet Rooms.	
.5		OFFICIALS' FACILITIES			750		
.5	761	Officials' Locker Room	2	200		Provide four (5) 36"x72" lockers. Split into two (2) to accommodate USL req.	
.5			2			Provide 2 water closet, 2 lavs, 2 shower heads.	
.5	7.6.1 7.6.2	Officials: Tollet/Shower				Locate adjacent to Shower & Toilet Rooms.	
.5	7.6.2	Officials' Toilet/Shower	- 1				
.6		Custodial Closet	1		7 000		2
.6	7.6.2 7.6.3	Custodial Closet TUNNELS / ACCESS WAYS			7,200		
.6	7.6.2 7.6.3 7.7.1	Custodial Closet TUNNELS / ACCESS WAYS Batting Tunnels	2	2,000	4,000	Enclosed. Accessible to all clubhouses. Two 12h x 15w x 75l +5' buffer around	
.6	7.6.2 7.6.3 7.7.1 7.7.2	Custodial Closet TUNNELS / ACCESS WAYS	2	2,000 200	4,000 200	Enclosed. Accessible to all clubhouses. Two 12h x 15w x 75l +5' buffer around Enclosed. Locate adjacent to Batting Tunnel.	
.6	7.6.2 7.6.3 7.7.1	Custodial Closet TUNNELS / ACCESS WAYS Batting Tunnels	2	2,000	4,000 200	Enclosed. Accessible to all clubhouses. Two 12h x 15w x 75l +5' buffer around	
.6	7.6.2 7.6.3 7.7.1 7.7.2	Custodial Closet TUNNELS / ACCESS WAYS Batting Tunnels Batting Tunnel Storage	2 1 2	2,000 200	4,000 200 2,000	Enclosed. Accessible to all clubhouses. Two 12h x 15w x 75l +5' buffer around Enclosed. Locate adjacent to Batting Tunnel.	
.6	7.6.2 7.6.3 7.7.1 7.7.2 7.7.3 7.7.4	Custodial Closet TUNNELS / ACCESS WAYS Batting Tunnels Batting Tunnel Storage Player Dugout Access Officials Field Access	2 1 2 1	2,000 200 1,000 1,000	4,000 200 2,000	Enclosed. Accessible to all clubhouses. Two 12h x 15w x 75l +5' buffer around Enclosed. Locate adjacent to Batting Tunnel. Provide enclosed access from Clubhouses to Dugout. Provide enclosed access from Officials' Facilities to Playing Field.	
.6	7.6.2 7.6.3 7.7.1 7.7.2 7.7.3	Custodial Closet TUNNELS / ACCESS WAYS Batting Tunnels Batting Tunnel Storage Player Dugout Access	2 1 2 1	2,000 200 1,000	4,000 200 2,000	Enclosed. Accessible to all clubhouses. Two 12h x 15w x 75l +5' buffer around Enclosed. Locate adjacent to Batting Tunnel. Provide enclosed access from Clubhouses to Dugout.	
.6	7.6.2 7.6.3 7.7.1 7.7.2 7.7.3 7.7.4	Custodial Closet TUNNELS / ACCESS WAYS Batting Tunnels Batting Tunnel Storage Player Dugout Access Officials Field Access Public Field Access	2 1 2 1	2,000 200 1,000 1,000	4,000 200 2,000 1,000	Enclosed. Accessible to all clubhouses. Two 12h x 15w x 75l +5' buffer around Enclosed. Locate adjacent to Batting Tunnel. Provide enclosed access from Clubhouses to Dugout. Provide enclosed access from Officials' Facilities to Playing Field. Prov. enclosed access with disabled stg access/umpire access	
.6	7.6.2 7.6.3 7.7.1 7.7.2 7.7.3 7.7.4	Custodial Closet TUNNELS / ACCESS WAYS Batting Tunnels Batting Tunnel Storage Player Dugout Access Officials Field Access	2 1 2 1	2,000 200 1,000 1,000	4,000 200 2,000	Enclosed. Accessible to all clubhouses. Two 12h x 15w x 75l +5' buffer around Enclosed. Locate adjacent to Batting Tunnel. Provide enclosed access from Clubhouses to Dugout. Provide enclosed access from Officials' Facilities to Playing Field. Prov. enclosed access with disabled stg access/umpire access	10,800 2,70



Program Summary Everett Multipurpose Stadium Everett, WA

8.0	PLAYING FIELD FACILITIES					
Class						MLB Reg'd
No.	Space Type	Units	SF	Total SF	Description	· ·
8.1	PLAYING FIELD			125,000		125,000
8.1.1	Playing Field	1		125,000	Provide drainage and infrastructure for change overs.	125,000
8.1.2	Playing Field Dimensions				Comply with NAPBL minimums: 325' at foul poles, 400' at center field.	
8.1.3	Field Wall				Minimum 8' tall, padding. Make outfield wall unique.	
8.2	BULLPENS			2,400		2,400
8.2.1	Bullpens	2	1,200	2,400	Provide based on PDL requirements, covered seating area.	2,400
8.2.2	Bullpen Toilets	0	80	0	Provide adjacent to bullpens if too remote from dugouts.	
8.3	DUGOUTS			2,560		2,280
8.3.1	Dugouts	2	1,000	2,000	Each to include 45-person bench, bat/helmet rack, elec. water cooler, house phone.	2,000
8.3.2	Dugout Storage	2	80	160	Locate within dugout (at end) or adjacent to Player Dugout Access.	160
8.3.3	Dugout Toilets	2	60	120	Locate within dugout (at end) or adjacent to Player Dugout Access.	120
8.3.4	Bat Swing Areas	2	140	280	Locate along Player Dugout Access.	
8.4	FIELD EQUIPMENT			2,000		2,000
8.4.1	Field Equipment Storage	1	2,000	2,000	Outdoor area for batting cage, field screens, drags, and marking equipment.	2,000
8.4.2	Batter's Eye Screen				Monochromatic background in center field. Minimum size of 16' high x 32' tall.	
8.4.3	Foul Poles	2			Recommended minimum 45' tall.	
8.4.4	Flag Poles	3			Provide 3 flagpoles.	
8.4.5	Backstop	1			Cable-supported. Foul pole to foul pole.	
8.4.6	Playing Field Tarp				Determine safe area in foul territory, or create cut-out in seating bowl.	
8.5	SPORTS LIGHTING					-
8.5.1	Sports Lighting System				Provide A standards as minimum - 120 fc infield, 70 fc outfield. USL is uniform.	
	Total - Enclosed Areas			2,560	NSF	2,280 NSF
	Net to gross 10%			260	SF	230 SF
	Total - Outdoor Areas			129,400	SF	129,400 SF
	TOTAL			132,220	GSF	131,910 GSF



Program Summary Everett Multipurpose Stadium Everett, WA

9.0	SERVICE & OPERATIONS FACILITIES					
lass	Succes Time	Unito	CF.	Total CE	Pacadation	MLB Req
No. 9.1	Space Type STADIUM PERSONNEL FACILITIES	Units	SF	700	Description	
9.1.1		1	200		Provide direct access to toilets.	
9.1.1	Entrance/Security Toilet Room - Women	1				
					Provide 2 water closets, 2 lavs.	
9.1.3	Toilet Room - Men	1			Provide 1 urinal, 1 water closet, 2 lavs.	
9.1.4	Break Room	1	200		Provide indoor or covered outdoor space screened from ticket holders	
9.2	STORAGE			1,040		
9.2.1	Promotions Storage					
9.2.1.a	Promo Storage	3			Locate at each entry for storage of game-day promotions/program storage.	
9.2.1.b	Field Promo Storage	1	200	200	Locate with direct access to field.	
9.2.2	General Storage					
9.2.2.a	Concourse General Storage	2	200	400	Locate one (1) each on 1st and 3rd base sides.	
9.2.2.b	Suite Level General Storage	0	120	0	Locate one (1) each on 1st and 3rd base sides.	
9.2.2.c	Concourse Group Sales Stor.	0	200	0	Locate one (1) adjacent to Group Sales Area.	
9.2.2.d	Picnic Area Storage	0	200		Locate adjacent to Picnic Area.	
9.2.2.e	Kid's Play Area Storage	0			Locate adjacent to Kid's Play Area.	
9.2.2.f	Attic Stock	1			Locate adj to Field Maint Area. Store surplus seating parts, etc.	
9.3	LOADING DOCK		200	2,000		
	Loading Dock	1	800		Outdoor Area for truck loading/unloading.	
9.3.1	-					
9.3.2	Trash Compactor Room	1			Enclosed and air-conditioned room. Adjacent to Loading Dock.	
9.3.3	Recycling Bins	1	500		Enclosed area. Locate adjacent to Trash Compactor Room.	
9.4	TV VAN PARKING			3,000		
9.4.1	TV Van Parking	1	3,000		Locate adjacent to stadium. Most likely used for other event vehicle parking.	
9.5	STADIUM / FIELD MAINTENANCE/STORAGE			3,110		
9.5.1	Maintenance Shop/Custodial Storage	1	1,500	1,500		
9.5.2	General Storage	1	200	200		
9.5.3	Field Maintenance Storage	1	400	400	Tool Storage	
9.5.4	Custodial Maintenance Office	1	120	120		
9.5.5	Groundskeeping Office	1				
9.5.6	Maint./Grounds. Lockers	1			6-8 lockers with integral combination lock	
9.5.7	Maint./Grounds. Break Room	1			Casework with sink	
9.5.8	Toilet / Shower Room	1				
					2 water closets, 2 lavs, 2 individual showers/drying area	
9.5.9	Bin Storage	1	200		Located at Field Maint. Shop -	
9.6	M/E/P FACILITIES			3,500		
9.6.1	Mechanical					
9.6.1.a	- Mechanical Space	1	2,000	2,000	Initial area assumed to be 4% of net building area - distributed appropriately.	
9.6.2	Electrical					
9.6.2.a	- Main Electrical Room	1	350	350	Location to be determined.	
9.6.2.b	- Emergency Electrical Room	1	100	100	Location to be determined.	
9.6.2.c	- Secondary Electrical Room	2	90	180	Location to be determined.	
9.6.2.d	- Elevator Machine Room	1	100		Locate one (1) adjacent to each elevator - public and service.	
9.6.2.e	- Show Power	_			Provide Show Power capabilities. Assume stage at outfield	
9.6.2.f	- Fire and Security System				Provide Fire and Security Systems.	
9.6.3	Plumbing					
9.6.3.a	- Fire Pump Room	1	150	150	Location to be determined.	
9.6.3.b	- Water Heater Room	1			Location to be determined.	
		1	200	200	Lucation to be determined.	
9.6.4	Telecommunications		450	450	Leasting to be determined	
9.6.4.a	- Main Telecom Room	1			Location to be determined.	
9.6.4.b	- Secondary Telecom Room	2	85	170	Location to be determined.	
	- Fiber Optic Connectivity				Provide connectivity for offices, concessions, ticketing, gift shop, press box, etc.	
9.6.4.c	Audio/Visual					
9.6.4.0	,			100	Lacation to be determined	
	- Sound Rack / A/V	2	50	100	Location to be determined.	
9.6.5	- Sound Rack / A/V	2	50			
9.6.5	- Sound Rack / A/V Total - Enclosed Areas	2	50	8,150	NSF	
9.6.5	- Sound Rack / A/V	2	50		NSF SF	

10.0		SOUND SYSTEM & SCOREBOARD					
Class							MLB Reg'd
No.		Space Type	Units	SF	Total SF	Description	
10.1		SCOREBOARD			0		
	10.1.1	Main Scoreboard	1	0	0	Relocated from Funko Field, Phase 1. No part of scoreboard within 50' of centerline of field	d.
10.2		SOUND SYSTEM			0		
	10.2.1	Sound System	1	0	0	Provide distributed sound system throughout entire stadium. Areas to serve include:	
						- Entrances - Kids' Play Area	
						- Seating Bowl - Administrative Offices	
						- Seating Berm - Novelty Store	
						- Suites - Public Toilets	
						- Party Decks - Press Box	
						- Outdoor Bar	



Program Summary Everett Multipurpose Stadium Everett, WA

Class						
No.	Class Type					MLB Req
		Building		Building		
		Enclosed	N	ot Enclose		
1.0	Site Requirements	-		47,850	SF	
2.0	Spectator Seating	-		-		
3.0	Spectator Facilities	18,755		37,500	SF	
4.0	Food & Retail Facilities	7,760		-		
5.0	Media Facilities	1,590	NSF	736	SF	
6.0	Administrative Facilities	3,850	NSF	-		
7.0	Team / Event Facilities	17,200	NSF	-		
8.0	Playing Field Facilities	2,560	NSF	-		
9.0	Service & Operations Facilities	8,150	NSF	200	SF	
10.0	Sound System & Scoreboard	-		-		
	Subtotal Building Area	59,865	NSF	86,286	SF	13,690
	Seating Area - Concrete			31,650	\$F	
	Seating Area - Grass			5,000		
	Playing Field - Artificial Turf			125.000		
	Bullpens - Artificial Turf			2.400		
	Outdoor Equipment Storage			2,400		
	Loading Dock Area			800		
	Total Building Area - Base Project	72.185		253.136		146.170



Program Summary Everett Multipurpose Stadium Everett, WA

March 2025

This document serves as a summary worksheet for all space requirements of the facility. This should be considered a working document and may be subject to change throughout the design process. Program requirements are divided into the following classifications:

Site Requirements Spectator Seating 1.0 2.0 3.0 **Spectator Facilities** 4.0 **Food & Retail Facilities** 5.0 **Media Facilities** 6.0 **Administrative Facilities** 7.0 Team / Event Facilities Playing Field Facilities 8.0 Service & Operations Facilities 9.0

Sound System & Scoreboard

10.0

(Blue is included in MiLB program)

1.0		SITE REQUIREMENTS						
Class							USL	MiLB
No.		Space Type	Units	SF	Total SF	Description	USL	IVIILD
1.1		SITE REQUIREMENTS						
	1.1.1	Site Ingress & Egress				Provide adequate ingress & egress onto and around site.		
	1.1.2	Site Circulation				Provide easily understandable vehicle circulation, parking & pedestrian flow.		
	1.1.3	Site Graphics				Provide appropriate graphics, safety & control devices to aid movement.		
	1.1.4	On-Site Drainage & Utilities				Provide in accordance with applicable codes and ordinances.		
	1.1.5	Parking - General				Provide minimum of 1000 stalls (at 1 stall per 3 patrons) within 10 minute walk.		
	1.1.6	Parking - ADA	0	300	0	Provide in accordance with applicable codes and ordinances.		
	1.1.7	Parking - VIP	0	300	0	Provide controllable zone of 100 stalls for VIP patrons.		
	1.1.8	Parking - Team / Staff	30	300	9,000	Provide fenced/secured zone of 30 stalls for team and staff.		
	1.1.9	Bicycle Parking				Identify City requirements and/or project goal.		
	1.1.10	Pedestrian Circulation				Pedestrian walkways & plazas, landscaping to meet ordinances.		
	1.1.11	Emergency Vehicle Parking	0	350	0	Ambulance parking during event with clear and direct access to the field		

2.0	SPECTATOR SEATING					
Class					USL	MiLB
No.	Space Type	Units	SF	Total SF Description	031	141125
2.1	SEATING - LOWER BOWL	0		0 Included in Ballpark Program		
2.1.1	Fixed Seating	0	6	0 20" armchairs 33" Concrete Treads & Risers		
2.1.2	ADA Space(s)	0	20	0 Provide at all price levels.		
2.1.3	ADA Companion Seating	0	10	0 Provide at all price levels.		
2.2	SEATING - Rail Seats	0		0		
2.2.1	Fixed Seating	0	8	0 21" armchairs on 36" concrete treads & risers. Assume seats in main bowl.		
2.2.2	ADA Space(s)	0	20	0 Minimum 1% of Fixed Seating count.		
2.2.3	ADA Companion Seating	0	10			
2.3	SEATING - Club Seats	0		0		
2.3.1	Fixed Seating	0	8	0 22" armchairs on 42" concrete treads & risers. Assume seats in main bowl.		
2.3.2	ADA Space(s)	0	20	0 Minimum 1% of Fixed Seating count.		
2.3.3	ADA Companion Seating	0	10	0 Minimum 1% of Fixed Seating count.		
2.4	SEATING - SUITE	0		0		
2.4.1	Fixed Seating	0	10	0 22" armchairs on 42" concrete treads & risers. 12 suites @ 12 seats each		
2.4.2	ADA Space(s)	0	20	O ADA spaces provided by two (2) removable fixed seats in each suite.		
2.4.3	ADA Companion Seating	0	10	Utilize armchair adjacent to wheelchair space (at removable seats).		
2.5	SEATING - PARTY DECKS	0		0 Two areas (1) @ sf & (1) @ sf		
2.5.1	Third Base Deck	0	10	0		
2.5.2	First Base Deck	0	10			
2.5.3	Museum Deck	0	10	0		
2.6	SEATING - LOGE BOX	0		Located between ADA seating on concourse		
2.6.1	Fixed Seating	0	10	0 Fixed chairs with drink rail, 4 Topps opportunity. (10 Loge Boxes @ 4 seats each)		
2.6.2	ADA Space(s)	0	20	0		
2.6.3	ADA Companion Seating		10	0		
2.7	SEATING - BLEACHERS	0		0 Not desired		
2.7.1	Fixed Seating	0	6	0 18" Bench Seats. Assume seats in outfield lower bowl.		
2.7.2	ADA Space(s)	0	20	0 Minimum 1% of Fixed Seating count.		
2.7.3	ADA Companion Seating	0	10	0 Minimum 1% of Fixed Seating count.		
2.8	SEATING - PICNIC AREAS & STANDING ROOM			0		
2.8.1	Concrete Seating & Standing Area	0	10			
2.8.2	ADA Space(s)	0	20	0 NSF - Concrete Standing Area		
2.8.3	ADA Companion Seating	0	10	0 NSF - Concrete Standing Area		
2.9	SEATING - BERM (SLOPED & TERRACED)			0		
2.9.1	Berm Seating Area	0	10	O Sloped grass seating areas and terraced grass areas.		
2.9.2	ADA Space(s)	0	20	0 Minimum 1% of Fixed Seating count.		
2.9.3	ADA Companion Seating	0	10	0 Minimum 1% of Fixed Seating count.		
	TOTAL SEATING	0		0 NSF - Concrete Seating Area		
	LOWER DECK W/ ADA & COMPANION	0		0 NSF - Concrete Seating Area		
	UPPER DECK W/ ADA & COMPANION	0		0 NSF - Concrete Seating Area		
·	· '					
	TOTAL CAPACITY	0				



Program Summary Everett Multipurpose Stadium Everett, WA

S	SPECTATOR FACILITIES					USL	ı
	Space Type	Units	SF		Description	USL	
.1	SUITES & CLUBS			0			
3.1.1	Suites						
3.1.1.a	Season-Long	0			Premium location for both MiLB and USL (4 suites @ 12 seats each)		
3.1.1.b	Field / Pitch-side Suites	0			Locate on field, quantity and SF is TBD.		L
3.1.1.c	City Use	0			Locate on Press/Suite Level.		L
3.1.1.d	Double Wide	0			Two suites that can be converted into one large suite		
3.1.2	Suite Lounge	0			Gathering areas along Suite Concourse.		┡
3.1.3	Indoor Stadium Club	0			Indoor Club area (sized for 200 club seats @ 15 sf/person). — Banquet for 200		┡
3.1.4	Outdoor Stadium Club	0	20		Outdoor Club area / Party Deck. Can be converted to future suites.		L
3.2.1	GROUP SALES AREAS			0			
3.2.2	Picnic Areas Group Area (SRO) - Concourse	0	15	0	Area accommodating ± / E00 poople each Near Croup Secting		
3.2.2	Group Area (SNO) - Corroduse	0	13	0	Area accommodating +/- 500 people each. Near Group Seating.		
.3	PUBLIC TOILETS			0			
3.3.1	Toilets - Lower Deck + Loge Box + Bleachers	+ Berms + Picnie	+ SR0				
3.3.1.a	Women's Toilet (Fixtures)	0		0	Total Fixtures = Water Closets + Lavatories		
	Water Closets	0			Prelim Count for general seating (3,000) areas based upon 2021 IBC .		十
	Lavatories	0			Prelim Count for general seating (3,000) areas based upon 2021 IBC .		H
3.3.1.b	Men's Toilet (Fixtures)	0	50	0	Total Fixtures = Urinals +Water Closets + Lavatories		H
	Toilets	0			Prelim Count for general seating (3,000) areas based upon 2021 IBC .		H
	Urinals	0			2/3 of total Toilet Count		
	Water Closets	0			1/3 of total Toilet Count		
	Lavatories	0			Prelim Count for general seating (3,000) areas based upon 2021 IBC .		
3.3.1.c	Family Toilet	0	80	0	Provide 1 water closet, 1 lav in each. Locate one each on 1st and 3rd base sides.		
3.3.1.d	Custodial / Storage Closet	0			One closet per pair of men & women toilet rooms.		
3.3.2	Toilets - Suites + Stadium Club						
3.3.2.a	Women's Toilet (Fixtures)	0	50	0	Total Fixtures = Water Closets + Lavatories		
	Water Closets	0			Prelim Count for general seating areas based upon 2021 IBC.		T
	Lavatories	0			Prelim Count for general seating areas based upon 2021 IBC.		T
3.3.2.b	Men's Toilet (Fixtures)	0	50	0	Total Fixtures = Urinals +Water Closets + Lavatories		T
	Toilets	0			Prelim Count for general seating areas based upon 2021 IBC.		T
	Urinals	0			2/3 of total Toilet Count		Т
	Water Closets	0			1/3 of total Toilet Count		Т
	Lavatories	0			Prelim Count for general seating areas based upon 2021 IBC.		Т
3.3.2.c	Family Toilet	0	80	0	Provide 1 water closet, 1 lav.		T
3.3.2.d	Custodial / Storage Closet	0	50	0	One closet per pair of men & women toilet rooms.		Γ
3.3.3							
3.3.3.a	Women's Toilet (Fixtures)		50	0	Total Fixtures = Water Closets + Lavatories		
	Water Closets				Prelim Count for general seating areas based upon 2021 IBC.		
	Lavatories				Prelim Count for general seating areas based upon 2021 IBC.		
3.3.3.b	Men's Toilet (Fixtures)		50	0	Total Fixtures = Urinals +Water Closets + Lavatories		
	Toilets				Prelim Count for general seating areas based upon 2021 IBC.		
	Urinals				2/3 of total Toilet Count		
	Water Closets	0			1/3 of total Toilet Count		
	Lavatories				Prelim Count for general seating areas based upon 2021 IBC.		
3.3.3.c	Family Toilet		80	0	Provide 1 water closet, 1 lav in each.		
3.3.3.d	Custodial / Storage Closet		50	0	One closet per pair of men & women toilet rooms.		
.4	GUEST SERVICES			0			
3.4.1	Guest Services/Marketing	0			Locate in highly visible location on Main Concourse.		
3.4.2	First Aid	0			Locate on Main Concourse. Includes RR. Near Guest Services		
3.4.3	Security Office @ Maint Area	0		0	Command post for game-day security. No Holding Room.		
3.4.4	ATM	0			Locate on concourse-one each along 1st and 3rd base sides.		
3.4.5	Public Telephones	0			Locate on concourse-two each along 1st and 3rd base sides.		
3.4.6	Mothers' Room	0			Locate near Guest Services		
3.4.7	Family RR	0	65	0	Locate near Guest Services		
-	MICOELI ANEGUO DUDILO ADELO						
.5	MISCELLANEOUS PUBLIC AREAS		^	0			
3.5.1	Outdoor Bar	0			Large area with view of field. Provide area for tables, stage, etc.		
3.5.2	Kid's Play Area	0	5,000	0	One (1) large area with view of field. Provide area for the following:		
C	CIDCULATION				- Play equipment, slab for carousel, wiffleball field		
3.6.1	Concourses			0			
3.6.1.a	Concourses Main Concourse	0	5		Open concourse with view of field as much as possible.		
3.6.1.a	Suite Corridor	0			Circulation between lobby, suites, restrooms, pantry, storage, etc.		
3.6.2	Elevator Lobbies	0	0	0	on variation between loopy, suites, restrooms, pantry, storage, etc.		Н
3.6.2.a	Public Elevator Lobby	0	250	0	Assume at three (3) levels - Locker, Concourse, Suite/Press.		
3.6.2.b	Service Elevator Lobby	0			Assume at three (3) levels - Locker, Concourse, Suite/Press. Assume at three (3) levels - Locker, Concourse, Suite/Press.		
3.6.2.c	Team Offices Elevator Lobby	0			Assume at three (3) levels - Concourse, 2nd Floor Team Offices, Roof Top		
3.6.2.0	Vertical Circulation	0	250	0	Assume at three (3) levels - contourse, 2nd Floor Team Offices, Roof 10p		
3.6.3.a	Ramps	0	0	0			
	Stairs	0			Assume at three (3) levels - Field, Concourse, Suite/Press.		
3.6.3.b 3.6.3.c	Elevators - Public	0			Assume at three (3) levels - Field, Concourse, Suite/Press. Assume at three (3) levels - Field, Concourse, Suite/Press.		
3.6.3.d	Elevators - Public Elevators - Service	0			Assume at three (3) levels - Field, Concourse, Suite/Press. Assume at three (3) levels - Field, Concourse, Suite/Press.		
J.U.J.U	LIEVALUIS - SELVICE	0	100		Posaumo at timee (3) levels - Helu, Comcourse, Suite/ Fless.		
	Total - Enclosed Areas			^	NSF		
	Net to gross 15%				SF SF		
	Total - Outdoor Areas				SF SF		

Program Summary Everett Multipurpose Stadium Everett, WA

4.0		FOOD & RETAIL FACILITIES						
lass							USL	MiL
0.		Space Type	Units	SF		Description		
4.1		CONCESSIONS			0			
	.1.1	Concession Stand POS						
	.1.1.a	Main Concourse Stands	0	120		Based on 1 POS per 150 spectators - Includes storage area.		
	.1.1.b	Suite Level Stands	0	0		Assumes served by pantry.		
	.1.2	Vendor Commissary	0	15		Based on 1 unit per 150 spectators. For use by vendors.		
	.1.3	Food Court Seating Area	0	0		Not enclosed. Locate in highly-visible portion of Main Concourse.		
	.1.4	Grab and Go Concessions	0	0		Locate on Main Concourse - no additional sf req'd. Coordinate MEP req's.		
	.1.4	Portable Concessions	0	0	0	Locate on Main Concourse - no additional sf req'd. Coordinate MEP req's.		
	.1.5	Drinking Fountains						
	.1.5.a	Main Concourse	0			Provide drinking fountains on concourse @ 1 per 1000 spectators.		
	.1.5.b	Suite Level	0			Provide drinking fountains on concourse @ 1 per 1000 spectators.		
4.2		RESTAURANTS / BARS			0			
	.2.1	Restaurant / Bar	0	15		One (1) enclosed area for 200 occupants, with view of Playing Field.		
4.	.2.2	Club Bar	0	15	0	One (1) enclosed area - locate adjacent to Club Seats.		
4.3		COMMISSARY / FOOD PREP			0			
	.3.1	Central Kitchen	0	1,000	0	Main food prep area. Locate adjacent to Commissary Storage.		
4.	.3.2	Commissary Storage	0	1,800	0	Main food storage area. Locate convenient to Loading Area.		
4.	.3.3	Suite Pantry	0	500	0	Locate on Suite Level convenient to Service Elevator.		
4.	.3.4	Club Food Pantry	0	500	0	Locate on Suite Level convenient to Service Elevator.		
4.4		RETAIL			750			
4.	.4.1	Team Store	1	500	500	Direct access to inside & outside park. Separate from MiLB is desired.		
4.	.4.2	Team Store Storage	1	250	250	Locate adjacent to Team Store. Separate from MiLB is desired.		
4.	.4.5	Portable Novelty Sales	0			Locate on Main Concourse - no additional sf req'd. Coordinate MEP req's.		
4.5		CONCESSIONAIRE'S SPACES			0			
4.	.5.1	Reception	0	100	0			
4.	.5.2	Offices - Walled						
4.	.5.2.a	Food Service Manager	0	120	0			
4.	.5.2.b	Food Service Asst. Manager	0	120	0			
4.	.5.3	Cash Room	0	120	0			
4.	.5.4	Storage	0	50	0			

5.0	MEDIA FACILITIES						
lass						USL	MiLE
No.	Space Type	Units	SF	Total SF	Description	USL	WIILE
5.1	PRESS BOX			0			
5.1.1	Writing Press	0	200		Accommodate 8 writers. Work/serving counters at back of room.		
5.1.2	TV Broadcast Booth - Home	0	120	0	Size to accommodate talent + camera		
5.1.3	TV Broadcast Booth - Visitor	0	120		Size to accommodate talent + camera. Locate adjacent to Home TV Booth		
5.1.4	Radio Broadcast Booth	0	100	0	Two (2) - Locate adjacent to TV Broadcast Booth.		
5.1.5	Scoreboard Control						
5.1.5.a	, ,	0	350		Locate at end of Press Box.		
5.1.5.b		0	100		Locate adjacent to PA / Scoreboard / Sound Room.		
5.1.5.c		0	60		Locate in Press Box.		
5.2	PRESS BOX SUPPORT			0			
5.2.1	Press Toilet - Women	0	80		Provide 1 water closet, 1 lav.		
5.2.2	Press Toilet - Men	0	80	_	Provide 1 water closet, 1 urinal, 1 lav.		
5.2.3	Workroom	0	120	0	Provide area for copier, fax, and media materials.		
5.2.4	Storage	0	80	0	Provide for general press storage.		
5.2.5	Lounge	0	200	0	Food Service		
5.2.6	Janitor	0	80	0			
5.3	CAMERAS			448			
5.3.1	Camera Locations				Remote or manned cameras?		
5.3.1.a	Main Follow	1	64		Elevated - Located on line extended from halfway line (18 - 25d angle)		
5.3.1.b		2	64		Elevated - Located on left and right 18 yard line, same side as Main Follow		
5.3.1.c		1	64		Elevated - Located on line extended from halfway line - opposite side		
5.3.1.d	Low Mid	1	64	64	Field Level - Located on line extended from halfway line		
5.3.1.e	Goal	2	64	128	Slightly Elevated - Located just outside and behind goals		
5.3.2	Still Photo Locations				On field - beyond endline advertising boards		
5.4	MEDIA SUPPORT			0			
5.4.1	Interview Room	0	100	0	Locate near Clubhouses.		
5.4.2	Photographer / Media Workroom	0	400	0	Locate near Clubhouses / Interview Room		
5.4.3	Toilet - Women	0	80	0	Locate adjacent to Interview Room.		
5.4.4	Toilet - Men	0	80	0	Locate adjacent to Interview Room.		
	Total - Enclosed Areas			-	NSF		
	Net to gross 25%				SF		
	Total - Outdoor Areas			448			
	TOTAL			448	GSF		

Program Summary Everett Multipurpose Stadium Everett, WA

6.0		ADMINISTRATIVE FACILITIES						
Class							USL	MilB
No.		Space Type	Units	SF		Description	USL	IVIILE
6.1		ADMINISTRATIVE OFFICES (M & W)			4,840			
	6.1.1	Reception / Waiting Area	0	200	0			
	6.1.2	Offices - Walled				6-8 walled offices		
	6.1.2.a	Team Owner	2	250	500			
	6.1.2.b	Team President	2	250				
	6.1.2.c	General Manager	2	220	440			
	6.1.2.d	Asst. General Manager	2	200	400			
	6.1.2.e	Merchandise Manager	0	150	0			
	6.1.2.f	Office Manager	0	150	0			
	6.1.2.g	Accounting Manager	0	150	0			
	6.1.2.h	Director of Promotions	0	150	0			
	6.1.2.i	Media Relations	0	150	0			
	6.1.2.j	TBD	0	150	0			
	6.1.3.	Board Room	0	600	0			
	6.1.4	Conference Rooms	0	250	0	Shared with MiLB		
	6.1.5	Open Office (10 cubicles)	30	100	3,000	Thirty (30) between mens and womens teams.		
	6.1.6	Kitchen / Break Room	0	200	0	Shared with MiLB		
	6.1.7	Copy / Mail / Work Room	0	200	0	Shared with MiLB		
	6.1.8	IT / Telecommunications Room	0	120		Shared with MiLB		
	6.1.9	Toilet - Women	0	180	0	Provide 2 water closets, 2 lavs, 1 shower.		
	6.1.10	Toilet - Men	0	180	0	Provide 1 urinal, 1 water closet, 2 lavs, 1 shower.		
6.2		Ticketing			0			
	6.2.1	Ticket Windows	0	200	0	Provide four (4) ticket windows adjacent to Main Entrance.		
	6.2.2	Offices - Walled						
	6.2.2.a	Ticket Manager & assistant mgr	0	300	0	Shared office space		
	6.2.3	Man Trap	0	100	0	Provides access to Counting Room.		
	6.2.4	Counting Room	0	200	0	Includes safe.		
		Total - Enclosed Areas Net to gross 35% TOTAL			4,840 1,700 6,540	SF		

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Program Summary Everett Multipurpose Stadium Everett, WA

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7.0		TEAM / EVENT FACILITIES						
Class							USL	MilB
No.		Space Type	Units	SF		Description	USL	WILL
7.1		HOME CLUBHOUSE			4,950			
	7.1.1	Team Dressing Area (Men & Women)	2			Provide minimum twenty (20) 24"x72" lockers + coaches writing board / screen		
	7.1.2	Toilet Room	2	300		Provide 6 water closets, 4 lavs.		
	7.1.3	Shower Room	2	180	360	rovide 6-8 showerheads.		
	7.1.4	Drying Area	2	120	240	Locate adjacent to Shower Room.		
	7.1.5	Custodial Closet	2	50	100	Locate adjacent to Shower & Toilet Rooms.		
	7.1.6	Training Room	1	400	400	Provide training equipment, tables, and ice bath -Storage. Shared between M & W		
	7.1.7	Trainer's Office	1	150	150	Shared between M & W.		
	7.1.8	Coaches' Locker Room (M & W)	2	200	400	Provide Six (6) 24"x72" lockers		
	7.1.9	Coaches' Toilets and Showers	2	250	500	Provide 1 urinal, 1 water closet, 2 lavs, 3 shower hds		
	7.1.10	Manager's Office	0	200	0	Provide desk and small conference table - 6-8 in meeting.		
1	7.1.11	Manager's Toilet and Shower	0	130	0	Provide one (1) 30"x72" locker, 1 urinal, 1 water closet, 1 shower		
						Include meal serving area kitchenette area (elec. range w/oven & hood, 21 cf refrig,		
-	7.1.12	Team Lounge Area	0	300		DW, kit sink w/disposal, and trash compactor.		
-	7.1.13	Team Dietician Office	0	150		Dietician's Office		
	7.1.14	Equip Manager Storage/Kitchen	0	300		Locate with direct access to Locker Room.		
	7.1.15	Team Storage	2	200		Team Storage		
	7.1.16	Laundry Room	1	200		Locate adj to Equip Mgr/Stor. (1) 50 Lb Washers (1) 70 Lb Dryer.		
	7.1.17	Weight Room	0	750		Visible from Strength Coach's Off. Shared between home / visitors		
	7.1.18	Weight Room strength coach office	0	150		View to weight room – storage for supplements		
	7.1.19	Family Waiting Area w/ RR	0	300		Locate w/ direct access to Lobby area, near Team Dress Room.		
	7.1.20	Video Coaching Area/Conf Room	1	200	200	200dto 11/ direct decede to 2000/ direct roam 21000 from		
7.2	.1.20	MULTI-PURPOSE ROOM	-	200	0			
	7.2.1	Warm-up / Cool down	0	250		Near changing area, durable materials, flexible space. Use hitting tunnel area.		
7.3	1.2.1	MASCOT / STAR DRESSING AREA	U	250	0			
-	7.3.1	Dressing Room	0	80	-	Combine in one locker room/well ventilated		
	7.3.2		0	70	0	,		
7.4	1.3.2	Toilet / Shower Room VISITOR CLUBHOUSE	U	70	0			
	7 / 1			700		Shared with MiLB		
	7.4.1	Team Dressing Area	0					
	7.4.2	Toilet Room	0	300		Provide 6 water closets, 4 lavs.		
	7.4.3	Shower Room	0	180		Provide 6-8 showerheads.		
	7.4.4	Drying Area	0	100		Locate adjacent to Shower Room.		
	7.4.5	Custodial Closet	0	50		Locate adjacent to Shower & Toilet Rooms.		
	7.4.6	Training Room	0	200		Provide space for training tables		
	7.4.7	Trainers Office	0	100		Provide office for trainer		
	7.4.8	Coaches' Locker Room	0	200	0	Provide Six (6) 24"x72" lockers		
	7.4.9	Coaches' Toilets and Showers	0	250	0	Provide 1 urinal, 1 water closet, 2 lavs, 3 shower hds		
	7.4.10	Manager's Office	0	150	0	Provide one (1) 36"x72" locker and desk 36"x72"		
						Include small kitchenette area (elec. range w/oven & hood, 21 cf refrig, DW, kit sink		
	7.4.11	Team Lounge Area	0	300	0	w/disposal, and trash compact.		
7.5		ADDITIONAL ROOMS			350			
	7.5.1	Auxiliary Locker Room	0	200	0	Provide twenty (20) 18"x72" lockers Opportunity for expanded flexibility.		
	7.5.2	Toilet / Shower Room	0	150	0	Provide 3 urls, 3 wcs, 4 lavs, 6 shwr heads		
	7.5.3	Custodial Closet	0	50	0	Locate adjacent to Shower & Toilet Rooms.		
	7.5.4	Medical Room	1	250		Locate adjacent to locker rooms, field access, gurney, exam table, millwork		
	7.5.5	Toilet Room	1	100		Locate adjacent Medical Room		
7.6		OFFICIALS' FACILITIES			0	•		
	7.6.1	Officials' Locker Room	0	200	0	Included in MiLB Program. Provide five (5) 24"x72" lockers. Shared w/ MiLB		
	7.6.2	Officials' Toilet/Shower	0	150		Provide 2 water closet, 2 lavs, 2 shower heads.		
	7.6.3	Custodial Closet	0	50		Locate adjacent to Shower & Toilet Rooms.		
7.7		FIELD ACCESS WAYS			0	•		
	7.7.1	Player Fleid Access	0	1,000		Provide enclosed access from Clubhouses to Field.		
	7.7.2	Officials Field Access	0			Provide enclosed access from Officials' Facilities to Playing Field.		
	7.7.3	Public Field Access		1,000		Prov. enclosed access with disabled stg access/umpire access		
	.1.3	FUDIIC FIEIU ACCESS	0	1,000	U	1 TOV. Cholosed access with disabled sig access/ uniplie access		
		Total England Aver-			E 000			
		Total - Enclosed Areas			5,300			
		Net to gross 25%			1,330			
<u> </u>		TOTAL			6,630	GSF		

8.0	PLAYING FIELD FACILITIES						
Class						USL	MiLB
No.	Space Type	Units	SF	Total SF	Description	USL	WIILB
8.1	PLAYING FIELD			100,000			
8.1.1	Playing Field	1		100,000	Natural Grass or FIFA 2-star level approved synthetic turf		
8.1.2	Playing Field Dimensions				Comply with FIFA preferred: 75 yards wide X 120 yards long		
8.2	FIELD AMENITITES			0			
8.2.1	Field Toilet	0	80	0	Toilet located close proximity to field and players benches		
8.4	FIELD EQUIPMENT			0			
8.4.1	Field Equipment Storage	0	1,000	0	Outdoor area		
8.5	SPORTS LIGHTING						
8.5.1	Sports Lighting System				USL standards as minimum - 125 fc Horiz, Main, Rev cams, 75 fc End cams		
	Total - Enclosed Areas			0	NSF		
	Net to gross 10%			0	SF		
	Total - Outdoor Areas			100,000	SF		
	TOTAL			100,000	GSF		



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9.0		SERVICE & OPERATIONS FACILITIES						
Class							USL	MilB
No.		Space Type	Units	SF		Description	032	111120
9.1		STADIUM PERSONNEL FACILITIES			0			
	9.1.1	Entrance/Security	0	200		Provide direct access to toilets./150sf security office		
	9.1.2	Toilet Room - Women	0	150		Provide 2 water closets, 2 lavs.		
	9.1.3	Toilet Room - Men	0	150		Provide 1 urinal, 1 water closet, 2 lavs.		
	9.1.4	Break Room	0	200		Provide indoor or covered outdoor space screened from ticket holders		
9.2		STORAGE			1,200			
	9.2.1	Promotions Storage						
	9.2.1.a	Promo Storage	0	80		Locate at each entry for storage of game-day promotions/program storage.		
	9.2.1.b	Field Promo Storage	0	200	0	Locate with direct access to field.		
	9.2.2	General Storage						
	9.2.2.a	Concourse General Storage	0	200		Locate one (1) each on 1st and 3rd base sides.		
	9.2.2.b	Suite Level General Storage	0	120		Locate one (1) each on 1st and 3rd base sides.		
	9.2.2.c	Concourse Group Sales Stor.	0	200		Locate one (1) adjacent to Group Sales Area.		
	9.2.2.d	Picnic Area Storage	0	200	0	Locate adjacent to Picnic Area.		
	9.2.2.e	Kid's Play Area Storage	0	200	0	Locate adjacent to Kid's Play Area.		
	9.2.2.f	Attic Stock	0	200	0	Locate adj to Field Maint Area. Store surplus seating parts, etc.		
	9.2.2.g	Promotor Storage	1	200	200	Locate with concourse access		
	9.2.2.g	Enclosed Field Equipment	1	1,000	1,000	Locate with direct access to field.		
9.3		LOADING DOCK			0			
	9.3.1	Loading Dock	0	800	0	Area for truck loading/unloading.		
	9.3.2	Trash Compactor Room	0	700	0	Enclosed and air-conditioned room. Adjacent to Loading Dock.		
	9.3.3	Recycling Bins	0	500	0	Enclosed area. Locate adjacent to Trash Compactor Room.		
9.4		TV VAN PARKING			0			
	9.4.1	TV Van Parking	0	3,000		Locate adjacent to stadium, as close to Press Facilities as possible.		
9.5		STADIUM / FIELD MAINTENANCE/STORAGE			0			
	9.5.1	Maintenance Shop/Custodial Storage	0	1,500				
	9.5.2	General Storage	0	200	0	See by level		
	9.5.3	Field Maintenance Storage	0	400		Tool Storage		
	9.5.4	Custodial Maintenance Office	0	120				
	9.5.5	Break Room	0	100				
	9.5.6	Groundskeeping Office	0	120				
	9.5.7	Maint./Grounds. Lockers	0	250		6-8 lockers with integral combination lock		
	9.5.8	Maint./Grounds. Break Room	0	200		Casework with sink		
	9.5.9	Toilet / Shower Room	0	120		2 water closets, 2 lavs, 2 individual showers/drying area		
	9.5.10	Bin Storage	0	200		Located at Field Maint. Shop		
9.6		M/E/P FACILITIES	U	200	675			
9.0	9.6.1	Mechanical			0/3			
	9.6.1.a	Mechanical Space	1	250	250	Initial area assumed to be 4% of net building area - distributed appropriately.		
	9.6.1.a 9.6.2	Electrical	1	250	250	mindal area assumed to be 470 of het building area - distributed appropriately.		
	9.6.2.a	Main Electrical Room	0	350		Legation to be determined		
			0			Location to be determined.		
	9.6.2.b	Emergency Electrical Room	1	100		Location to be determined.		
	9.6.2.c	Secondary Electrical Room		90		Location to be determined.		
	9.6.2.d	Elevator Machine Room	0	100	0	Locate one (1) adjacent to each elevator - public and service.		
	9.6.2.e	Show Power				Provide Show Power capabilities. Assume stage at outfield		
	9.6.2.f	Fire and Security System				Provide Fire and Security Systems.		
	9.6.3	Plumbing		450				
	9.6.3.a	Fire Pump Room	0	150		Location to be determined.		
	9.6.3.b	Water Heater Room	1	200	200	Location to be determined.		
	9.6.4	Telecommunications						
	9.6.4.a	Main Telecom Room	0	150		Location to be determined.		
	9.6.4.b	Secondary Telecom Room	1	85	85	Location to be determined.		
	9.6.4.c	Fiber Optic Connectivity				Provide connectivity for offices, concessions, ticketing, gift shop, press box, etc.		
	9.6.5	Audio/Visual						
	9.6.5.a	Sound Rack / A/V	1	50	50	Location to be determined.		
		Total - Enclosed Areas			1,875			
1		Net to gross 20%			380			
		Total - Outdoor Areas			0	SF		
		TOTAL			2,255	GSF		

10.0	SOUND SYSTEM & SCOREBOARD								
Class						USL	MiLB		
No.	Space Type	Units	SF	Total SF	Description	USL	IVIILE		
10.1	SCOREBOARD			0					
10.1.1	Main Scoreboard	1	0	C	Relocated from Funko Field. No part of scoreboard within 50' of centerline of field.				
10.2	SOUND SYSTEM			0					
10.2.1	Sound System	1	0	C	Provide distributed sound system throughout entire stadium. Areas to serve include: - Entrances - Kids' Play Area - Seating Bowl - Administrative Offices - Seating Berm - Novelty Store - Suites - Public Toilets - Party Decks - Press Box - Outdoor Bar				

Design-Build Contract for Everett Outdoor Events Center Exhibit B - Owner's Initial Project Program

Program Summary Everett Multipurpose Stadium Everett, WA

March 2025

	SQUARE FOOTAGE SU	JMMARY			
Class					
No.	Class Type				
		Building		Building	
		Enclosed		Not Enclosed	
1.0	Site Requirements	-		9,000	SF
2.0	Spectator Seating	-		-	
3.0	Spectator Facilities	0	NSF	0	SF
4.0	Food & Retail Facilities	750	NSF	-	
5.0	Media Facilities	0	NSF	448	SF
6.0	Administrative Facilities	4,840	NSF	-	
7.0	Team / Event Facilities	5,300	NSF	-	
8.0	Playing Field Facilities	0	NSF	-	
9.0	Service & Operations Facilities	1,875	NSF	0	SF
10.0	Sound System & Scoreboard	-		-	
	Subtotal Building Area	12,765	NSF	9,448	SF
	Seating Area - Concrete			-	SF
	Seating Area - Concrete Seating Area - Grass				SF
	Playing Field - Grass			100,000	
	Outdoor Equipment Storage				SF
	Loading Dock Area				SF
	Loading Dock Aled			0	JI
	Total Building Area - Base Project	16,325	GSF	109,448	SF
	Total Ballanig Aloa - Base I Toject	10,020	<u> </u>	100,770	<u> </u>

EXHIBIT C TO PROGRESSIVE DESIGN-BUILD CONTRACT

The fee proposals from subconsultants (such as DLR Group, RDH, KPFF, Headwater People, DA Hogan, WJHW, JMI, Cochran, Coffman Engineers, Red Hawk, Harmsen, and GeoEngineers) are included to identify the members of Design-Builder's team and to show the allocation of Phase 1A work. General conditions and other proposed contractual terms and conditions in those subconsultant proposals are not part of the Contract between Design-Builder and the City.

Exhibit C - Phase 1A Work and Fee Proposal

May 8, 2025

Ehan Bernau, Partner & Sr. Project Manager Shiels|Obletz|Johnsen 1109 1st Ave, Suite 330 Seattle, WA 98101

SUBJECT: Phase 1A Work & Fee Proposal – Everett Outdoor Event Center

Dear Ethan,

Please find attached the Phase 1A Work and Fee Proposal from Bayley Construction and DLR Group for the Schematic Design through Design Development package for the Everett Outdoor Event Center, as part of the progressive design-build delivery method.

This proposal has been developed based on an anticipated Phase 2 Work construction budget of \$42,000,000, which serves as the basis for our design fee calculations. The total proposed cost for Phase 1A is \$2,901,602.40, excluding Washington State Sales Tax (W.S.S.T.), and includes a 3% design contingency and a \$25,000 allowance for geotechnical services. A detailed cost summary is enclosed for your review.

We understand that this proposal will be incorporated into your submittal to the City of Everett for consideration by the City Council in May and early June. Pending Council review and approval, we anticipate receiving authorization to proceed following the scheduled meeting on June 11, 2025. Our team is prepared to complete the Phase 1A scope of work by the first week of September 2025.

Please note that this proposal excludes any additional services or costs associated with extending the Phase 1A work beyond the September completion date, provided that any delays are not attributable to Bayley Construction, DLR Group, or our consultants.

We appreciate the opportunity to support this exciting project and look forward to continuing our partnership with the City of Everett and your team.



Exhibit C - Phase 1A Work and Fee Proposal

Sincerely,

Bayley Construction

Hans E. Hansen, DBIA Region President

C.C. Stewart Potter, Assoc. DBIA Sr. Project Manager

Exhibit C - Phase 1A Work & Fee Proposal

Everett Multipurpose Stadium
Bayley+DLR Group Design Cost to GMP (Phase 1A SD thru DD & Phase1B Final Design)
8-May-25

Designer		Phase	1A - SD thru DD	Phase 1	lB - Final Design	Comments/Notes
Initial NTP (\$200K)		\$	200,000.00			
DLR Group		\$	1,730,959.00	\$	2,115,617.00	
- Expenses (estimate)		\$	54,234.00	\$	96,312.00	
Midwest Design Travel		\$	-	\$	100,000.00	Not to Exceed - Handled T&M
Structural Design	Inc. DLR Group	\$	-	\$	-	
Civil Design (KPFF)	Inc. DLR Group	\$	-	\$	-	
Mechanical Design (Johansen/DLR Group)		\$	248,409.00	\$	295,833.00	
Electrical Design (Coffman)		\$	160,179.00	\$	232,434.00	
Red Hawk Fire		\$	34,446.00	\$	30,606.00	Design & Permit Cost - Phase 1A
Bayley Construction		\$	331,748.00	\$	126,075.00	Phase 1B is to Start of Construction
						Purchased in Phase 1A, but deferred
Bayley Construction - Join Software		\$	-	\$	20,000.00	billing to Phase 1B
Bayley Construction- ProCore		\$	-	\$	105,000.00	Part of GC/GR's in Construction
Survey (Harmson)		\$	74,235.00	\$	-	
Geo Tech (GeoEngineers)		\$	92,054.47	\$	-	
- Geo Tech - Contingency		\$	25,000.00	\$	-	
Hazardous Materials Report & Testing (Rich Carls	son)	\$	60,000.00	\$	30,000.00	
Summary		\$	3,011,264.47	\$	3,151,877.00	
						We may use \$25K for Food Service
						Allowance and \$15K for renderings in
Design Contingency 3%		\$	90,337.93	\$	94,556.31	future
		\$	-	\$	-	
		\$		\$	<u> </u>	
Sub Total		\$	3,101,602.40	\$	3,151,877.00	
Initial NTP Proposal		\$	(200,000.00)			
Total		\$	2,901,602.40			



DLR Group inc. a Washington corporation 51 University Street, Suite 600 Seattle, WA 98101

May 6, 2025

Stewart Potter
Bayley Construction
8005 SE 28th Street
Mercer Island, WA 98040

Re: Project Name: Everett Outdoor Event Center DLR Group Project No.: 73-25119-00

Dear Stewart:

We have refined and expanded our fee proposal that was provided in February based on the programming, budget estimates, and advanced research for the Everett Outdoor Event Center. This revised fee proposal is based on the Cost of the Phase 2 Work of \$42,000,000. Please note that most of the estimate fees for each scope of work is a percentage derived from the construction budget above. If the Guaranteed Maximum Price (GMP) is approved at a higher budget or additional funding is procured, we will request and Additional Service for the deviation to accompany the project of higher scope.

It is our understanding this fee proposal will be included in your proposal to the City of Everett for review by the City Council in mid-May. We anticipate authorization to proceed following that meeting for a schematic design kick off the week of June 2, 2025. If this schedule is modified, there may be a requirement for additional services as well because of any follow up work that may be requested to achieve notice to proceed. When this proposal is accepted, we will be invoicing for the work completed that is above and beyond the stipend provided.

This is a list of modifications that were made to the proposal for your review. This narrative can assist in evaluating a line by line review as necessary.

- 1. Proposals have been received by all but one design consultant (see below). The consultant proposals are attached to this memo to confirm fees. Some have gone up and down with the refined level of detail that we can provide.
- 2. Basic services fee percentage has been revised to 5.68% of the MACC. This was accomplished for three reasons:
 - a. Architectural / Interiors / Project Management was reviewed based on the timeline set for design to provide the construction schedule required. For this context, we can expedite some services and limit the budget to 4% in lieu of 5.05%. This is considered an efficiency to the design services and how we will operate.
 - b. Civil Basic Services in the WA State Fee Schedule is a portion of the civil design that includes the typical items that every building regardless of complexity would require such as connection to utilities, general grading, etc. This is equal to 20% of the total civil design fee. This has been revised and reduced the basic services.

- c. The Advanced Civil Design Services equaling 80% of the fee is moved below the line. With what we have learned about the site, the configuration, likely soil and underground conditions, KPFF is able to provide a fee more aligned with the scope of work. This fee is very specific to the site and configuration that has been provided.
- d. MEP is provided as fee through the sub-trade contractors (Johansen and Cochrane) and they were not provided in our matrix. Without their fee included directly here, it is more expected that the basic services would be less than 6%.
- e. Fee by Phase % was modified per below:
 - i. DD modified to 25% from 28%
 - ii. CD modified to 29% from 26%
- f. Typical Reimbursables (Local Expenses)
 - i. Anticipating a trip per week during CA, as discussed we have already bumped down from 3% to 2%.
- g. Commissioning (Cx)
 - i. Fee reduced by \$2,680.
 - ii. This scope needs to be coordinated with Johansen Mechanical. The Cx team would prefer to be contracted directly to the Owner, if possible.
- h. LEED / Energy Modeling
 - i. Energy Modeling fee reduced by \$2,500.
- i. Signage and Wayfinding
 - i. Fee reduced by \$26,500.
- j. Structural
 - i. Reduced to 1% from 1.25% (reduction of \$105,000) assuming the schedule is still September GMP and December CDs with April 2027 completion. Please note this modification would exclude the following scope items:
 - Early drawing packages. Construction drawings will be delivered December 2025.
 - Deep foundation design/detailing and any associated structural slabs at grade that may be required because of the need for deep foundations. I'm anticipating conventional, shallow foundations, but I want this out there just in case.
 - 3. Design/detailing of MEP support and seismic bracing/anchorage of those components.
- k. Technology
 - i. Fee reduced by \$16,104.
- 3. Programming fee was not provided as the work is complete in this phase. However, it is a fee that is required to be included. You will note at the end of the proposal, we have deducted the prepayment of \$70,000 that was provided by you for starting this phase. As discussed, the scope for both DLR Group and Bayley has exceeded the stipend amount and we need to include in this proposal.
- 4. Landscape architecture is fairly undefined at this time. We have conversations with a good partner, Walker Macy, but because we don't have the programming or design of how the building will be integrated in the city, we cannot define the budget. We have provided a line item budget and anticipate they can design the need within this scope. Should the design deviate from the orientation and opportunities, this may need to be revisited and an additional service requested.
- 5. IT/LV/Security and Acoustics/AV have been combined into one proposal, and we have lumped their fee proposal into one number. It is just slightly higher when you lump them together.
- 6. A DLR Group 10% mark up for the services from sub-consultants has been added. This only accounts for the consultants we have brought onto the project, not all additional services.

Some items have been moved to Excluded or Optional services:

- 7. Food Service is likely required for the facility but as that is not fully programmed nor have we aligned with the City's preferred vendor. We would need that information prior to making an agreement with a consultant.
- 8. Environmental Graphics was moved because this would align with the needs and community impact that we anticipate developing with Headwater People. Therefore, this should be excluded until the scope is clarified.
- 9. Other exclusions are the same as previously noted, but should be reviewed to ensure it aligns with the scope of the project and accepted as needed. No work will occur with these partners until provided a notice to proceed by the City.

Reimbursable expenses:

I would like to propose a different approach to the reimbursable expenses. The previously proposed 2% lump sum reimbursables is to provide for the local coordination for the project such as mileage to meetings or site visits, printing, etc. These would be the standard for any local project.

As this project requires any team to provide out of state expertise and resources, it is important to ensure we can accommodate the in person meetings with the team members. Their expertise is essential to the success of the project. At this time, it is hard to predict the quantity of trips. It has been noted it will likely be a minimum of one (1) trip per month for design and construction. However, the number of attendees is to be determined and will vary due to the scope of the meeting, tour or engagement.

I would like to propose a not to exceed (NTE) allowance of \$100,000 and provide itemized reimbursable notes for the trips that are taken. This would confirm that the City is only reimbursing for trips that are taken, hopefully trips throughout the year may not cost the full budget, and have the ability to monitor the attendance. These expenses would cover flights, vehicle rental, lodging, and meals required. Should the allowance get close to being used up, an additional service may be required to amend the limit. Only staff members from out of the state will use this reimbursable allowance.

As stated in our previous memo, services will be broken down into the three phases below:

- 1. Preliminary Design: Project Visioning, Programming, and Site Investigation (Complete)
- 2. Phase 1: Design and Pre-Construction Services (to Start on June 1, 2025)
 - a. Schematic Design
 - b. Design Development (GMP)
- 3. Phase 2: Construction (To begin at the authorization of the GMP in September, 2025)
 - a. Construction Documents
 - b. Construction Administration
 - c. Project Closeout

Scope of Work for Preliminary Design Services:

- 1. Scope of Work includes the following disciplines: Architecture, Engineering, and Civil Engineering
 - a. Hold weekly coordination meetings with the stakeholders
 - b. Hold weekly meetings with the internal Design-Build team
 - c. Organize/conduct project Visioning and Programming engagement workshops with SOJ, City of Everett, Everett AquaSox, United Soccer League (USL), and other stakeholders:
 - i. Intro/Approach
 - ii. Goal Review
 - iii. Programming
 - iv. Communication Plan
 - v. Pull-Planning
 - vi. Parcel Review
 - d. Develop / confirm building program and review with stakeholders

- e. Begin preliminary design plan diagrams and section concept analysis based on Visioning and Programming workshops
 - i. Coordinate site plan and section analysis with Civil
- f. Coordinate target value estimate analysis with Bayley Construction.
- g. Coordinate teaming arrangements with specialty consultants as listed below and request proposals based on agreed upon scope and budget understanding.
 - i. Field Design Consultant
 - ii. Field Lighting Consultant
 - iii. Tribal Consultant
 - iv. Food Service Consultant
 - v. Landscape Consultant
 - vi. Building Envelope Consultant
 - vii. Code Consultant
 - viii. Civil Consultant
 - ix. Technology Consultant
- h. Start procurement of site investigation sub-contractors and sub-consultants (potholing utilities, survey, geotechnical/soils, environmental, hazardous materials) and coordinate site-related efforts:
 - i. Assist the Design-Build team with survey selection, scope of work and questions.
 - ii. Site walk with Snohomish County PUD (SnoPUD) to begin coordination for required electrical.
 - iii. Coordinate with the Design-Build team and the City of Everett to begin discussions on required utility relocations.

Budget:

\$42 million construction budget as established by Owner.

Schedule:

See above for anticipated phase starts. Should this schedule significantly deviate, additional services may be required.

Compensation:

Fixed fee lump sum of three million, nine hundred twenty-three thousand, five hundred and seven, and zero cents (\$3,923,507.00 USD) inclusive of lump sum reimbursable expenses. Provide a NTE allowance of \$100,000.00 for itemized reimbursable out of state services.

GENERAL CONDITIONS OF LETTER AGREEMENT

Method Of Payment:

Payment will be made by the client for work performed and expenses incurred by DLR Group in accordance with detailed monthly statements. Payments are due upon receipt of statement. Interest of one percent (1%) per month will be charged on amounts not paid within 30 days from the date on invoice. Payment thereafter to be applied first to accrued interest, then to unpaid balance. Nonpayment after 60 days from the date of invoice shall be cause of suspension of work by DLR Group.

Additional Services:

Should the scope of work or project change appreciably, or should the Client request additional services, additional time and compensation would be required. The fees for the additional services shall be billed at a negotiated rate. DLR Group will notify the Client at once if this occurs and will not proceed without your approval.

Termination:

The Client or DLR Group may terminate the Agreement at any time upon ten (10) days written notice to the other party of such termination specifying the effective date thereof. If termination occurs prior to the

ELEVATE the
HUMAN EXPERIENCE
THROUGH DESIGN

Page 5

completion of work hereunder, DLR Group shall, within ten (10) days thereafter, submit a statement of work performed and expenses incurred to the date of termination. Payment shall be made to DLR Group for such work and expenses upon receipt of statement.

Liability:

The total cumulative liability of DLR Group, its agents, servants, employees and sub consultants to the Client, with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including but not limited to negligence) or otherwise shall be limited to the net fee (not including reimbursable expenses) received by DLR Group. DLR Group shall not be liable to the Client for special or consequential losses or damages including, but not limited to, loss of use. DLR Group shall not be liable to the Client for losses, damages, or claims for which the client fails to give notice to DLR Group within a reasonable time, not to exceed ninety (90) days from discovery.

Thank you for the opportunity to submit this proposal. Please do not hesitate to contact me with any questions or concerns.

Sincerely, DLR Group

Erica Loynd, FAIA	
Northwest Region Leader	Principal

PLANTONICO-

cc: Andy West, Greg Garlock, Hans Hansen

Please sign and date below to acknowledge you	ır acceptance of this proposal
Client:	Date

Everett Outdoor Event Center





City of Everett May 6, 2025

Fee Proposal Calculation R3

DLR Group # 73-25119-00

CONSTRUCTION COST	IMITATION			\$42,000,000			
We understand the bas	eline to be \$55M GMP which estimates a \$42M Constru	uction Cost. Or	ice scope/budget are	finalized, fee will be revisited and adjusted accor	dingly.		
		% of CCL	Fee Amount	Comments	Consultant		
AIA BASIC SERVICES							
	Architectural / Interiors / Project Management	4.00%		Changed percentage from Original Draft	DLR Group		
	Civil	0.38%		Basic Service for Civil Engineering	KPFF		
	Structural	1.00%	\$420,000.00	Proposal modified. Reduced \$105,000	DLR Group		
	MEP	0.00%			Through Sub-Trade		
	Administrative	0.05%	\$21,000.00		DLR Group		
	Subtotal - Basic Services	5.43%	\$2,278,600.00				
ADDITIONAL SERVICES							
	Programming		\$150,000		DLR Group		
	Landscape Architecture		\$42,000	*Estimate. Scope TBD	Walker Macy		
	Advanced Civil Design			For Specific Engineering of this site	KPFF		
	IT/Low Voltage Systems/Security; Acoustics/ AV			Proposal modified. Reduced \$16,104	WHLW		
	Field Design Consultant			Proposal received	DA Hogan		
	Signage/Wayfinding			Proposal modified. Reduced \$26,500	DLR Group XGD		
	LEED - leadership and documentation, Silver			Proposal received	DLR Group		
	Climate Strategy/Energy Modeling			Proposal modified. Reduced \$2,500	DLR Group		
	Fundamental Commissioning		\$47,720	Proposal modified. Reduced \$2,680	DLR Group through Johansen?		
	Enhanced Commissioning		\$35,080	Proposal received	DLR Group through Johansen?		
	Life Safety/Fire Protection/Code Consultant		\$40,000	Proposal received	FSC		
	Building Envelope Consultant			Proposal received	RDH		
	Community Input Consultant		\$21,500	Proposal received	Headwater People, incl reimbursables		
	Food Service		\$0	TBD	TBD		
	Subtotal - Additional/Contingent Services	, and the second	\$1,508,346				
	Subtotal consulant only fee			\$596,296		_	
	DLR Group Consultant Markup	10.00%	\$59,630				
	Subtotal - Additional/Contingent Services with markup)	\$1,567,976				
TOTAL FEES			\$3,846,576				

DLR Group 1 Evenett Multipurpose Outdoor Stadium

ED, OPTIONAL	ADDITIONAL SERVICES	E	Estimate, if known			
	Accelerated Design					
	Art Coordination					
	As-builts					
	Cost Estimating				Bayley	
	Curtainwall Consultant					
	Environmental Graphics		\$66,000	Proposal received	DLR Group XGD	
	Environmental Survey/Analysis					
	Existing Conditions survey or documentation					
	Field Lighting Consultant				Musco or Ephesus - Through Cochran	
	Furniture Fixtures and Equipment		\$21,000		DLR Group Interiors	
	Geotechnical Investigation and Report					
	LEED Submission and Certification		\$6,000	Proposal received		
	Off-site design work- utilities, civil, MEP, or IT					
	Physical model or outsourced renderings		\$5,000	Per rendering	Red Vertex	
	Soils conditions requiring special structural					
	Stormwater Quality					
	Structural Special Inspections					
	Survey				Harmsen (under Bayley)	
	Threat Assessment					
	Traffic					
	Vibration Analysis					
	Voice/Data wire and equip					
RSABLE EXPE	NSES					
	Review/Milestone Printing		\$0	Bayley or not required		
	City Civil plan review and permit fee		\$0	By Owner		
	Typical Reimbursables	2.00%	\$76,932			
	Utility reservation letters, ROW plan fees		\$0	By Owner		
	Accessibility check		\$0	By Owner		
	Plan review fees - City right-of-way		\$0	By Owner		
	Subtotal - Reimbursable Expenses (non out of state trav	vel)	\$76.932			
	Odditional Reinbursable Expenses (non out of state that	*CI)	ψ10,932			
	Out of State Travel - DLR Group only		\$100,000	Not to exceed reimbursables		

FEE BY PHASE							
	Phase	Percentage	Fee	Phase	Percentage	Fee	
	Programming & Site Concept Planning	5.70%	\$219,255	Program Verification			
Phase 1	Schematic Design	14.30%		Schematic Design	0.00%	\$0	
	Design Development	25.00%		Design Development	0.00%	\$0	
Phase 2	Construction Documents	29.00%	\$1,115,507	Construction Documents	0.00%	\$0	
	Bidding and Negotiation	2.00%	\$76,932	Bidding and Negotiation	0.00%	\$0	
	Construction Administration	22.00%	\$846,247	Construction Administration	0.00%	\$0	
	Final Completion	2.00%	\$76,932	Final Completion	0.00%	\$0	
	_	100.00%	\$3,846,576		0.00%	\$0	

Total Fee + Expenses	\$3,923,507
REMOVE \$70,000 Originally contracted	(\$70,000)
GRAND TOTAL for Amendment 01	\$3,853,507
Provide out of state DLR Group travel contingency NTE	\$100,000

	Out of State Travel Expenses Breakdown	Trips	Notes			Local Expenses	Total
Feburary 2025	Project Kickoff / Visioning		3 1 visit, 3 people	February			
March 2025	Benchmarking Trip		2 1 visit, 2 people	March	\$10,000 PreCon		
June	SD		3 2 visits, 3 people	June			
July-Sept	DD / GMP		9 3 visits, 3 people	July, August, Sept (GMP Review)	\$24,000 Phase 1	\$30,234	\$54,234
Sept-Nov	CD		9 2 visits, 3 people	Oct, Nov, Dec (CD Review)			
	Pre-Con Meeting		1 1 visit, 1 person				
	CA		14 14 visits, 1 person	14 months (trip once a month)			
	Closeout		3 1 visit, 3 people		\$54,000 Phase 2	\$42,312	\$96,312
			39 Total Trips				

\$2,000 estimate per trip (includes flights, hotel, meals, transportation)

	DLR Group Not to Exceed	\$100,000		
	Consultants		trips will be included i	in consultant fee proposals
	Total	\$100,000		
	Fee + Expenses by Phase Contract Breakdown			
Phase 1	Fee		\$1,730,959	
	Expenses (estimate)		\$54,234	
	Total		\$1,785,193	
Phase 2	Fee		\$2,115,617	
	Expenses (estimate)		\$96,312	
	Total		\$2,211,929	

R1 Phase 1 Fee Reduction from R1 1,988,417 \$203,224

RDH Building Science Inc. 2101 N 34th Street #150 Seattle, WA 98103





TO DLR Group, Inc.

c/o Andy West

EMAIL awest@dlrgroup.com

DLR Group, Inc.

1128 Lincoln Mall, Ste. 103

Lincoln, NE 68508

31847.000 Everett Multi-Purpose Stadium

DATE April 15, 2025

REGARDING Proposal for Building Enclosure Consulting Services

Dear Andy West,

As requested, RDH Building Science Inc. (RDH) is pleased to provide you with this proposal for building enclosure consulting services for the project known as the Everett Multi-Purpose Stadium, located in Everett, Washington. Thank you for requesting this proposal.

The project consists of development of a full-service multi-purpose athletic field, training facility, and appurtenant retail, hospitality, and concession facilities. We understand the project is being developed using a progressive design-build model in partnership with Bayley Construction LP.

Scope Background

We offer three levels of services: Building Enclosure Design, Design Assist, and Design Peer Review. Based on our correspondence and discussions we have written the rest of this proposal assuming the last option, Design Peer Review.

Building Enclosure Design Peer Review

In this role, we provide recommendations on building enclosure assemblies and details on an as-requested basis and at predetermined milestones. Our recommendations are usually provided through electronic mark-up and review as well as through other informal correspondence as requested. Our project involvement and scope is at your discretion and, therefore, we bill on an hourly basis.

Scope of Work

Our scope of services pertains to all assemblies that separate interior environments from exterior environments.

Design Peer Review

We will review for thermal, air, vapor, and water-resistant barrier (drainage plane) continuity design documents that you provide us and attend follow-up meetings with you as necessary to discuss our comments. We understand that the DLR/Bayley team desires building enclosure design review at the following project stages:



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Phase I

- → Kickoff Meeting Attendance
- → Address any building enclosure inquiries during the DD phase
- → DD/GMP QAQC Review (Bluebeam session)

Phase II

- → Address any building enclosure inquiries during the CD phase
- → CD QAQC Review (Bluebeam Session)
- → CA Support (RFIs and inquiries)

Although our comments may provide some limited design modification suggestions, we are not the Designer of Record, and others must evaluate the relevance of our comments to the actual design intent. The primary focus of our commentary will be to address design matters that we feel present excessive risk and in some cases to provide suggestions for design modifications that may reduce that risk.

Our review excludes the following:

- → Dimensional coordination between architectural and structural drawings
- → Review of sole source items
- → Review of hidden cost implications
- → Commentary on lead times that may result in delay

Our review comments will be provided in the form of electronic red-line mark-ups made directly on the drawings and supplemented with additional or clarifying comments in memorandum form. Our commentary will focus on review of moisture control strategies, general assemblies, detailing, and industry practice.

We also assume reviewing the relevant project specification sections. Our specification review is limited to Part 2 for materials only; we do not crosscheck references and do not compare Part 3 methodologies with manufacturers' required installation methods. Our specification review will be included in the memorandum.

Our scope does not include drafting or hand-drawn design of any conditions but may provide concept sketches or similar typical detail suggestions as we see fit.

Construction Phase

As requested, this proposal includes a time and expense budget for construction administration support to be engaged at the team's discretion. The following are construction phase activities in which RDH staff are typically engaged:

Pre-Installation Meetings

We are available to attend pre-installation meetings with the design team and the General Contractor and subcontractors.



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Submittal and Shop Drawing Review:

We can assist in reviewing submittals and shop drawings for enclosure assemblies.

RFI/ASI Review:

Provide support reviewing and responding to contractor Requests for Information (RFI) and Architect Supplemental Instructions (ASI).

Mock-Up Review:

Participate in mock-up coordination and review on-site.

Construction Phase - Optional Services

Water Testing

RDH has all of the equipment and trained skilled staff necessary to perform water penetration (and/or air leakage) performance testing of glazing systems and assemblies. Each water test would be followed with a water penetration testing report. We have not included a budget for these services at this time but can do so upon your request.

Whole-Building Air Leakage Testing

As part of energy code compliance, this project may require whole-building air leakage tests for occupied/enclosed areas. RDH has the equipment and skilled staffing to perform whole-building air leakage testing. We can provide a separate scope and fee proposal for these services at your request.

Fees and Terms of Agreement

FEE SUMMARY TABLE			
DESIGN PEER REVIEW	Ва	se Scope	Optional
Design Peer Review (Time and Expense Allowance)	\$	17,000	
Design Peer Review Subtotal	\$	17,000	
CONSTRUCTION STAGE			
Construction Admin. Support (T&E Allowance)	\$	8,000	
CAS Subtotal	\$	8,000	
CONSTRUCTION STAGE - OPTIONAL SERVICES			
Water Testing			TBD
Whole-Building Air Leakage Testing			TBD
TOTAL	- \$	25,000	

Expenses

Though we do not anticipate any expenses, if they are incurred, for site visits for example, we bill expenses at actual cost plus 10%.



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Terms

Our General Terms and Conditions for this project, including our Project Rate Sheet, is attached and made part of this agreement. Until and unless any replacement terms are mutually agreed upon, the terms of this agreement will apply to any services provided. Engagement of our services to any extent acknowledges your acceptance of these terms.

Closure

This proposal is valid for 60 days from the date of this letter. If this agreement is acceptable, please sign a copy of this proposal in the space provided on the last page and return a signed copy by post or e-mail.

Please do not hesitate to contact the writer should you wish to discuss any aspect of our proposal. We look forward to working with you.

Yours truly,

Michael Kramer | LEED AP Principal, Senior Specialist mkramer@rdh.com

T 617-326-2500

RDH Building Science Inc.

encl.

cc Lisa Lazar Erica Loynd DLR Group, Inc. DLR Group, Inc.

Ilazar@dlrgroup.com eloynd@dlrgroup.com



Schedule "A" - Project Rates and Reimbursable Expenses

PROJECT RATE ADJUSTMENT

RDH reviews its hourly Project Rates at the end of each calendar year. Based on RDH's review, Project Rates shall be increased by five to ten percent (5% - 10%) at the beginning of the next calendar year, with the updated Project Rates applied in invoices for that calendar year. The rate increase shall apply regardless of when a contract for services is executed or RDH's services commence, the duration of a project or of RDH services, and regardless of whether a project is suspended or otherwise delayed for any period.

REIMBURSABLE EXPENSES AND LITIGATION SUPPORT

The Client agrees to pay direct expenses, grossed up by 10% to cover overhead, reasonably incurred by RDH in the performance of the services.

Equipment will be provided by RDH as required to perform the services and will be charged at rates established periodically and provided to the Client upon request.

Attendance at, and preparation for, court, mediation, deposition, discoveries, or hearings are at the above rates plus 50%. A different rate schedule may apply for work undertaken in connection with an expert role.

PROJECT RATES	
Title	Project Rates (\$/hr)
Senior Specialist (2)	340
Senior Specialist (1)	310
Specialist (2)	290
Specialist (1)	280
Senior Consultant (2)	265
Senior Consultant (1)	240
Project Consultant (2)	215
Project Consultant (1)	195
Consultant (2) Senior Coordinator	175
Consultant (1) Coordinator	155
Assistant	130

1601 Fifth Avenue, Suite 1600 Seattle, WA 98101 206.622.5822 kpff.com



April 8, 2025

Mr. Andy West, AIA DLR Group 51 University Street, Suite 600 Seattle, WA 98101

Subject: Everett Outdoor Multipurpose Stadium

Proposal for Civil Engineering Services – Phase 1 Contract

Schematic Design – Design Development (GMP)

Dear Andy:

We are pleased to submit this proposal to provide civil engineering services for the Everett Outdoor Multipurpose Stadium project in Everett, Washington. Our scope of work is based on discussions with you and the "green" option picked by the City of Everett during the meeting on March 27, 2025.

PROJECT DESCRIPTION

We understand the "green" option was selected by the City of Everett. The stadium will sit at the southwest corner of the site, refer to the attached exhibit. Parcels 1 through 15 will be purchased by the city to accommodate the new stadium development. Parcels 27 and 28 may be acquired depending on the need for site laydown space and final test fits during schematic design. Utility reroutes include the large 60-inch combined sewer, 6-inch water main and SnoPUD electrical service.

SCHEDULE

We understand the project schedule is as follows:

Schematic Design 1/1/2025 – 4/28/2025

Design Development/GMP 4/28/2025 – 9/8/2025

If the Phase 1 schedule extends beyond the dates identified above, we request the opportunity to renegotiate our phase 1 fee to cover the additional time and effort.

SCOPE OF WORK

SCHEMATIC DESIGN

Schematic design deliverable will consist of a civil engineering systems narrative. The civil narrative section will cover the following items:

- Site Description
- Applicable Codes
- Site Demolition
- Construction Stormwater
- Vehicular site circulation
- Mass Grading
- Proposed Utilities
- Existing Utility Reroutes
- Storm Drainage Mitigation

We will also attend weekly coordination meetings with the design build team and explore options for site layout with DLR.

DESIGN DEVELOPMENT/GMP

We will prepare civil engineering plans and draft technical specifications for the design-build team to use in developing a Guaranteed Maximum Price (GMP) for the City of Everett. We recommend an early site demolition permit set will be prepared during DD to facilitate site preparation construction activities. Refer to the table below for anticipated the DD/GMP deliverables.

	PHASE 1		PHAS	SE 2 (NIC)	
	SD	DD/GMP	Building Demolition Permit*	CD+	Subsequent Permit Packages ⁺
PLAN SHEETS					
Notes/Cover Sheet		*	•	*	♦
Construction Baseline Plan				*	•
Temporary Erosion and Sediment Control (TESC) Plan		*	•	•	
TESC Details		*	•	•	
Site Demolition Plan		*	•	♦	
Site Demolition Details			•	*	
Foundation Drainage Plan		•		♦	
Site Utility and Storm Drainage Plan		•		*	*
Site Utility and Storm Drainage Profiles and Details				*	*
SnoPUD Reroute Plan		•		*	*
SnoPUD Reroute Profile				♦	*
Paving and Grading Plan		*		♦	*
Grading Details and Enlargements				*	
Paving Details		♦		*	
SUPPORTING DOCUMENTS					
Storm Drainage Report		*	*	*	*
Civil Design Narrative	*				
Specifications		♦		♦	♦
Utility Reroute Exhibit	•				
NUMBER OF TEAM MEETINGS	4	24		12	

*Based on pull-planning efforts to date, we recommend an early building demolition package be submitted during the DD phase. This proposal incorporates that recommendation.

*We anticipate the project will implement phased permitting to facilitate staggered construction activities and increased flexibility and efficiency for Bayley. A phased permitting strategy will be defined based on pull-planning efforts to take place during Schematic Design. We will provide a full proposal for Phase 2 services subsequent to Schematic Design.

INFORMATION REQUIREMENTS

- Architectural site and stadium plans in AutoCAD format for use as the base for our civil documents.
- A geotechnical report with recommendations for earthwork, compaction, paving sections, stormwater infiltration, and subsurface drainage will be provided. The report will also address groundwater depth and flows, as well as anticipated site pollutant loadings.
- A utility and topographic survey in AutoCAD format meeting the requirements outlines in the KPFF survey request form provided to Bayley on 1/27/2025.
- Preliminary design and layout from SnoPUD for the proposed electrical service reroutes.

ASSUMPTIONS

- The existing water main, combined sewer main, and gas main are of adequate depth and capacity to meet the requirements of the project and have sufficient gradient to allow for the rerouting around the stadium without the need for lift stations.
- Coffman will provide lead coordination with utility purveyors to determine power and communication infrastructure undergrounding requirements. KPFF will provide plan and profiles for routing power and communication duct banks for construction based on design by electrical engineer (Coffman or utility purveyor). Information provided to KPFF will include the number and size of conduits and vaults and a schematic layout plan. Profile won't occur until the CD phase.
- Coffman will identify loads for power and communications for the proposed buildings, and make an application to Snohomish County PUD and communications purveyors.
- SnoPUD will design, permit, and construct the Transmission Line reroute. SnoPUD will
 coordinate with the design-build team for size and location of new power poles to ensure
 the stadium meets setback requirements.
- Project illumination engineer will prepare:
 - A site lighting layout and coordinate layout and associated electrical loads with SnoPUD for power feed.
 - o Illumination calculations for approval by the City.

- Light pole layout to KPFF for use in civil drawings for coordination with site utilities.
- A 50-stall player and staff parking lot will be included with the base bid. Additional
 parking requirements will be explored during the SD phase.
- DLR will design and document all grading over and within the structure. KPFF will
 document grading outside the stadium structure.
- KPFF will design and document all vehicular and pedestrian pavement sections with input from the Geotechnical Engineer. Any specialty finish or jointing would be by the landscape architect.
- A specialty sports field consultant will design and document all elements of the proposed sports field including material, grading, striping, and drainage.
- The proposed development will not result in an increase to the existing impervious surface area, therefore, flow control is not required.
- Water quality treatment will not be required because the site discharges to a combined sewer system.
- KPFF will prepare off-site street improvement plans in compliance with City Standards.
 The project landscape architect will provide landscape, irrigation, and non-standard sidewalk design.
- KPFF will not be providing a Revit BIM model of site improvements or utilities. KPFF will
 provide a digital terrain model of the site grading and utility profiles in Civil3D for
 inclusion into the project BIM model.
- Structural design for site walls, planters, light pole bases, and vaults is by DLR structural team.
- KPFF will prepare a SWPPP and assist Bayley with the Notice of Intent (NOI) to obtain coverage under the Department of Ecology (DOE) NPDES permit. The permit will be held by Bayley.

EXCLUSIONS

- Demolition documentation for electrical infrastructure, partial/full building demolition, and hazardous materials.
- Lift station (pump) design (not anticipated).
- Horizontal control for the proposed building (by DLR).
- Turbidity Monitoring Plan.
- Temporary or permanent dewatering design (by others).
- Cost estimating (by Bayley)
- Boundary Line Adjustment (BLA) and Easements (by the surveyor)

FEES

We will provide the above civil engineering services for the following lump sum fees.

Schematic Design \$ 43,800 Design Development/GMP \$ 338,200

Total Phase 1 Fee <u>\$ 382,000</u>

Thank you for this opportunity to serve DLR Group. If you have any questions concerning this proposal, please feel free to call me at (206) 622-5822.

Sincerely,

Joss Gramstad, PE Associate

JCG:heh

Enclosure

1900684 - 20



RE: [EXTERNAL] Everett Outdoor Multipurpose Stadium - Code Consulting RFP

From Ali Alaman <aalaman@fsc-inc.com>

Date Wed 4/2/2025 8:18 AM

To Andy West <awest@DLRGROUP.com>

Cc Nick Jenia <njenia@fsc-inc.com>; Ali Alaman <aalaman@fsc-inc.com>

Andy,

In terms of a rough range, please find below our fee estimates.

- Phase 1 (SD-DD): \$24,000
- Phase 2 (CD-CA): \$16,000

Best regards.

Ali Alaman, PE

Principal

Code Consultant, Fire Protection Engineer

FSC Inc.

M: 913-406-0944

P: 816-333-4373

aalaman@fsc-inc.com

www.fsc-inc.com

From: Andy West <awest@DLRGROUP.com> Sent: Monday, March 31, 2025 12:19 PM

To: Ali Alaman <aalaman@fsc-inc.com>; Nick Jenia <njenia@fsc-inc.com>

Subject: [EXTERNAL] Everett Outdoor Multipurpose Stadium - Code Consulting RFP

Ali/Nick-

Hope all is well. I wanted to send out an update on we are with the Everett Outdoor Multipurpose Stadium project. Attached is a program/scope outline and below is key project information with a proposed schedule (more detailed schedule to come). If you could, please use this information to provide a Phase 1 and Phase 2 fee proposal breakout and we can review and discuss accordingly.

Project Info / Proposed Schedule:

- Progressive Design-Build Delivery (with Bayley Construction)
- \$42M Construction Cost Target
- City Council Contract Approval mid-May
- Phase 1 (SD-DD)
 - SD Deliverable Deadline End of June
 - Systems Narratives by Discipline / Specialty Consultant
 - Supplemental Plan Markup Overlays (if necessary)
 - DD (GMP) Deliverable Deadline Early September
 - Drawings
 - Specs
- Phase 2 (CD-CA)

- CD Deliverable Deadline Exhibit November and Fee Proposal
 - Drawings
 - Specs
- Construction Completion April 2027

Anticipated Code Consulting scope (similar approach to the Mizzou Endzone project):

- Phase 1 SD DD(GMP)
 - Attend Phase Kickoff Meetings, attend weekly meetings as needed
 - Code Feedback
 - Support Design Team with AHJ meetings/reviews
 - Code Report
 - Provide Consulting, as needed
 - Life Safety Plans
 - DD/GMP QAQC Review (Bluebeam Session)
- Phase 2 CD CA
 - Attend Phase Kickoff Meetings, attend weekly meetings as needed
 - Code Feedback
 - Support Design Team with AHJ meetings/reviews
 - Update Code Report
 - Provide Consulting, as needed
 - Update Life Safety Plans
 - CD QAQC Review (Bluebeam Session)
 - CA Support (RFIs and inquiries)
- Additional Fee/Scope Breakout
 - Fire Modeling

Bayley Construction (DB Partner) is asking for an idea on overall fee, so if you have a rough range of where you anticipate your fee to be in the next day or two, that would be helpful to make sure we're in the right ballpark—then from there, we can coordinate further and refine to make sure we're covered as you work through the formal proposal.

Please reach out if you have any questions or need any additional information—happy to jump on a call, if needed.

Thanks, Andy

Andrew S. West, AIA

Architect | Senior Associate awest@dlrgroup.com

DLR Group

o: <u>402-393-4100</u> | d: <u>402-972-4099</u> | m: <u>402-659-4479</u> <u>Explore our 2024 Annual Report</u>



DLR Group inc. an Arizona corporation

6225 North 24th Street, Suite 250 Phoenix, AZ 85016

4/1/2025

Re: Everett Multipurpose Sports Stadium - LEED Commissioning Scope of Work

Thank you for asking DLR Group for a proposal for the following commissioning services associated with the pursuit of LEED v4 BD+C: New Construction for the Everett Sports Stadium.

Our Professional Engineers (PE's), Certified Commissioning Authorities (CxA's), RESET, WELL & LEED Accredited Professionals, stand ready to provide premier service for your project, to help create smarter, healthier buildings that support both increased energy efficiency and enhanced indoor environmental quality to elevate occupant comfort and well-being and reduce carbon emissions.

DLR Group shall provide Commissioning (Cx) services and act as Commissioning Authority (CxA) to provide functional confirmation and quality assurance for the following systems and their associated controls to meet the Owner's Project Requirements.

COMMISSIONING

DLR Group's commissioning process meets and often exceeds the basic requirements of the 2021 International Energy Conservation Code.

DLR Group's commissioning process shall meet or exceed the following industry codes, standards and guidelines:

- ASHRAE Guideline 0-2019 The Commissioning Process
- ASHRAE Guideline 1.1-2007 HVAC&R Technical Requirements for the Cx Process.
- ASHRAE Standard 202-2018 -- Commissioning Process for Buildings and Systems
- Building Commissioning Association (BCA): New Construction Building Commissioning Best Practices
- ACG Commissioning Guideline for Building Owners, Design Professionals and Commissioning Service Providers, 2nd Edition, AABC Commissioning Group (ACG), 2005.
- NEBB; Procedural Standards for Whole Building Systems Technical Commissioning for New Construction, National Environmental Balancing Bureau (NEBB), 2014
- SMACNA HVAC Systems Commissioning Manual.

COMMISSONING SCOPE OF WORK:

DLR Group to provide commissioning services for mechanical, electrical, plumbing, and renewable energy systems and assemblies in accordance with ASHRAE Guideline 0-2013 and ASHRAE Guideline 1.1–2007 for HVAC&R Systems, as they relate to energy, water, indoor environmental quality, and durability.

The following is a breakdown of anticipated scope for required commissioning activities along with additional scope options pertaining to the U.S. Green Building Council's LEED BD+C: New Construction v4.

LEED BD+C: New Construction - Energy & Atmosphere - Fundamental Commissioning (Prerequisite):

Design Phase:

- 1. Assist with development of the Owner Project's Requirements (OPR) and Basis of Design (BOD)
- 2. Conduct reviews of the Design Documents that will cover compliance with OPR and BOD.
- 3. Develop a Commissioning Plan including all the procedures listed here and identifying the Team members, outlining the Cx process, Commissioning Checklists and Testing Scripts, and projecting a schedule for Cx activities.
- 4. Prepare specification sections for Commissioning for inclusion in the construction documents.
- 5. Participate in the following meetings during the design phase:
 - (1) Design Phase Commissioning Kick-Off Meeting
 - (1) Design Review Meeting
 - (1) Design Phase Controls Review Meetings
 - (3) Commissioning Plan Review Meetings

Construction Phase

- Coordinate and direct the Commissioning activities in a logical, sequential and efficient manner using
 consistent protocols and forms, centralized documentation, clear and regular communications and
 consultations with all necessary parties, frequently updated timelines and schedules and technical
 expertise.
- 2. Request and review additional information required to perform review tasks, including contractor startup and checkout procedures.
- 3. Observe HVAC and plumbing installation and its compliance with the plans, specifications and ASHRAE 62.1-2016 (or most recent version). Attending selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the Commissioning process. Assist in resolving any discrepancies.
- 4. Before startup, gather and review the current control sequences (from the approved submittals as provided by the controls contractor) and interlock and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
- 5. Develop construction checklists to be completed by the installing contractors for systems within the commissioning scope.
- 6. Verify systems start up by reviewing start-up reports, construction checklists, and by selected site observation.
- 7. Write the functional performance test procedures from the design engineer's approved control shop drawings submittals.
- 8. Review Test and Balance reports in preparation for functional testing. Verification of test and balance report is to occur through site observation, spot testing and functional performance tests.
- 9. Direct, witness and document the verification of the sequence of operation for all equipment and systems including all terminal units. Verification is performed by the contractor and witnessed by the Commissioning Agent and shall be done for all operational and seasonal modes of control. Verification includes a visual determination that all components and systems respond as called for in the sequences and function in accordance with the design requirements. The Commissioning Agent shall provide the contractors with the necessary functional test forms and procedures for these tests. The Commissioning Agent shall personally witness these tests.
- 10. Provide the project team with written progress reports and test results with recommended actions.
- 11. Coordinate retesting as necessary until satisfactory performance is achieved.
- 12. Compile and maintain a system verification report log.
- 13. Provide a preliminary commissioning report.
- 14. Participate in the following meetings and site visits during the construction phase:
 - (1) Pre-Bid Meeting

- (1) Owner Training Coordination Meeting
- (1) Construction Phase Commissioning Kick-Off meeting
- (Monthly) Commissioning progress / Team Collaboration meetings
- (1) Construction Phase Controls meeting
- (6) Construction observation site visits
- (6) Functional testing site visits

Occupancy Phase:

- 1. Prepare and maintain a Current Facilities Requirements and Operations and Maintenance Plan that contains the information necessary to operate the building efficiently.
- 2. Provide a final commissioning report including an executive summary, brief description, overview of testing scope and a general description of testing and verification methods, along with a summary of the process used. Each non-compliance issue shall be referenced to the specific functional test, trend log, etc. where the deficiency is documented.
- 3. Participate in the following meetings site visits during the occupancy phase:
 - (1) Project closeout meeting

LEED BD+C: New Construction - Energy & Atmosphere - Enhanced Systems Commissioning (3-4 Points)

Path 1: Enhanced Commissioning:

Design Phase:

- 1. Verify inclusion of systems manual requirements in construction documents.
- 2. Verify inclusion of operator and occupant training requirements in construction documents.
- 3. Participate in the following meetings and site visits during the design phase:
 - (3) Additional Design Review Meetings

Construction Phase:

- 1. Review contractor submittals for testability of ventilation equipment, temperature controls, and other water and air flow control devices.
- 2. Verify systems manual updates and delivery to include BOD, one-line diagrams, control sequences, and O&M manuals.
- 3. Verify operator and occupant training delivery and effectiveness.
- 4. Develop an on-going commissioning plan to include facility requirements and maintenance plans.

Occupancy Phase:

- Verify seasonal testing of systems that require testing under design conditions (e.g. heating system in winter)
- 2. Review building operations 10 months after substantial completion.
- 3. Participate in the following meetings and site visits during the occupancy phase
 - (2) Seasonal functional testing site visits
 - (2) Training sessions with contractors and facility personnel.
 - (2) Warranty Walk site visits

Path 2: Monitoring-Based Commissioning:

Where monitoring-based commissioning is included, DLR Group shall develop monitoring-based procedures and identify points to be measured and evaluated to assess performance of energy- and water-consuming systems.

Design Phase:

1. Issue Cx specifications for inclusion in bid/permit Documents to include monitoring-based Cx requirements.

Occupancy Phase:

- 1. Development of Monitoring Based Commissioning Plan.
 - a. The monitoring-based commissioning plan will document roles and responsibilities; measurement requirements (meters, points, metering systems, data access); the points to be tracked, with frequency and duration for trend monitoring; the limits of acceptable values for tracked points and metered values (where appropriate, predictive algorithms may be used to compare ideal values with actual values); the elements used to evaluate performance, including conflict between systems, out-of-sequence operation of systems components, and energy and water usage profiles; an action plan for identifying and correcting operational errors and deficiencies; training to prevent errors; planning for repairs needed to maintain performance; and the frequency of analyses in the first year of occupancy (at least quarterly).
- 2. Review Systems Manual to include Monitoring Based Commissioning needs.
- 3. Collect the first twelve (12) months of electrical and natural gas utility data and benchmark facility performance in an associated report.

LEED BD+C: New Construction - Energy & Atmosphere - Envelope Commissioning (2 Points):

Where Building Enclosure Commissioning (BECx) is included, DLR Group to provide commissioning services for the building's thermal envelope in accordance with ASHRAE Guideline 0–2005 and the National Institute of Building Sciences (NIBS) Guideline 3–2012, Exterior Enclosure Technical Requirements for the Commissioning Process, as they relate to energy, water, indoor environmental quality, and durability.

Design Phase

- 1. Review and document the OPR and BECx plan.
- 2. Provide a design review of the enclosure related drawings and specifications at the CD phase.
- 3. Provide a building enclosure commissioning specification for inclusion in the design documents.

Construction Phase:

- 1. Review contractor submittals pertaining to the building enclosure.
- 2. Verify systems manual updates and delivery to include BOD, warranties, and O&M manuals.
- 3. Verify operator and occupant training delivery and effectiveness.
- 4. Issue building envelope construction checklists.
- 5. Provide twelve (12) observational site visits to observe installation of the building enclosure. Site visits are to be coordinated with the construction manager and Owner. Site visits are recommended for the beginning and near completion stages of air/vapor barrier installations, curtain wall installations, window installations, roof system installations, and any other project specific systems pertaining to the building enclosure and related performance.
- 6. Provide a written field report disclosing the findings of the quality observations.
- 7. The BECxA shall provide an Issues Log. The Issues Log will be maintained on the field reports.

Occupancy Phase:

- 1. Perform seasonal testing pertaining to any infrared scanning that may be performed.
- 2. Perform a 10-month post-occupancy review of the building enclosure and provide a report.
- 3. Report on any infrared scanning performed by a third party.
- 4. Report on any water hose testing performed by a third party

LEED BD+C: New Construction - Fundamental Commissioning and Verification

г	ee	;

EA Prerequisite - Fundamental Commissioning	\$47,720.00
LEED Fundamental Cx: Phase I	\$19,480.00
LEED Fundamental Cx: Phase II	\$28,240.00
Total Fundamental Commissioning Fee (Required)	\$ 47,720.00

LEED BD+C: New Construction - Enhanced Commissioning

Fee

Option 1. Enhanced Systems Commissioning (3-4 points)	
Path 1: Enhanced Commissioning (3 points) Required by WA Energy Code	\$35,080.00
Path 2: Enhanced and Monitoring-Based Commissioning (4 points)	\$9,560.00
Option 2. Building Enclosure Commissioning (2 points)	\$32,500.00
LEED Enhanced Cx: Phase I	-\$16,350.00
LEED Enhanced Cx: Phase II	\$60,790.00
Total Enhanced Commissioning Fee (Optional)	\$77,140.00

Total Fee

P1: \$7,450

T: \$35,080

Total Fundamental Commissioning Fee + Enhanced Commissioning Options	\$124.860.00	
Fundamental Commissioning Fee + Enhanced Commissioning Options - Phase 2	-\$89,030.00 -	P2: \$55,870
Fundamental Commissioning Fee + Enhanced Commissioning Options - Phase 1	\$35,830.00	P1: \$26,930

Notes:

- Pricing for additional Commissioning scope for other building systems not specifically required to be commissioned per IECC 2021, including, but not limited to fire pumps, electronic safety and security systems, emergency generators, site utility systems and vertical transportation can be included upon request on a T&M basis at DLR Group's standard hourly rates.
- 2. DLR Group has no contingency included for retesting equipment that has failed functional testing of equipment. Upon receipt of a completed pre-functional checklist or a system-readiness letter from the contractor, DLR Group shall functionally test the equipment. In the event that retesting is required due to the systems not being ready for testing due to the contractor not being completed, then retesting shall be completed on a 'work order' basis. It shall be the contractor's responsibility to properly prepare systems for testing and if a test fails, the contractor is solely responsible to bear the added cost for retesting.

Sincerely, DLR Group	Accepted by:
Anthy & Montage	
Anthony Montez, PE, CxA Senior Associate	By:
National Commissioning Leader	Its:
	Data

Proposal for Design Consultation Services

Project: Everett Multi-Purpose Stadium

Client: DLR Group & SOJ

Submitted by: Headwater People



Headwater People is pleased to submit this proposal to provide design consultation services for the new multi-purpose stadium in Everett, Washington. Our work will focus on engagement with the Tulalip Tribes and other regional tribes, incorporating Coast Salish and Tulalip art and design into the project.

Our team has extensive experience in leading Tribal engagement and cultural design integration, with successful collaborations on projects such as the Seattle Aquarium, Elliott Bay Connections, and the Pacific Science Center. We bring deep relationships with Indigenous communities and a proven track record of ensuring authentic representation in public spaces.

Headwater People excels at bridging the gap between a Western design perspective and Coast Salish-informed artists, designers, and Tribal leaders. We foster meaningful collaboration by supporting and working alongside architects and planners, ensuring they feel engaged and confident in incorporating Indigenous perspectives. At the same time, we provide crucial support for Native artists and designers by facilitating pathways for their work to be showcased in a significant public venue, ensuring their contributions are recognized and valued. Our goal is to cultivate an inclusive and enriching process where all parties feel connected to a shared vision and take pride in their collective contribution.

Scope of Work

Headwater People will lead the engagement with the Tulalip Tribes and other tribes that may be identified during the course of the project. Our work will include:

- 1. Tribal Engagement & Relationship Building
 - Establish and maintain communication with the Tulalip Tribes and other Indigenous communities.
 - Facilitate discussions to ensure Tribal voices are represented in the stadium design process.
- 2. Identification of Indigenous Designers & Artists
 - Work with the Tulalip Tribes and other stakeholders to identify designers and artists specializing in Coast Salish and Tulalip art.

- Provide recommendations on artists who can contribute to the visual and cultural integrity of the stadium.
- 3. Design Consultation & Cultural Integration
 - Advise on the infusion of Coast Salish and Tulalip artistic elements into the stadium's architecture.
 - Collaborate with DLR Group to ensure culturally appropriate and meaningful design outcomes.
- 4. Community and Stakeholder Collaboration
 - Organize meetings and workshops with Tribal representatives, stadium designers, and project stakeholders.
 - Ensure transparency and alignment between all parties involved.
- 5. Project Impact & Equity Enhancement
 - Advocate for an inclusive design process that respects Indigenous heritage and identity.
 - Ensure that the project serves Everett's diverse community.

Compensation

Lump Sum Fee: \$20,000

Headwater People will provide the services described in this proposal for a fixed lump sum fee of \$20,000. This fee reflects the estimated time, expertise, and scope required to fulfill the services outlined.

Invoices will be submitted based on percentage of work completed, aligned with key project milestones. Headwater People will include brief progress summaries with each invoice to maintain transparency.

Although this is not an hourly contract, we will track and report hours worked as part of each invoice to provide clarity on the level of effort. If the hours required to complete the work exceed the original scope, we will submit an Additional Service Request (ASR) for client approval before continuing beyond the base agreement.

Estimated Billing Schedule by Project Phase

Phase of Work	% of Fee	Amount	
Initial Engagement & Tribal Outreach Kickoff	20%	\$4,000	

Artist Identification & Early Design Input	25%	\$5,000
Tribal Collaboration & Meeting Facilitation	30%	\$6,000
Design Review & Cultural Integration Support	15%	\$3,000
Final Input & Project Close-out	10%	\$2,000
Total	100%	\$20,000

Estimated Hours (Informational Only)

Colleen Echohawk ~45 hours

Owen Oliver ~35 hours

Total Estimated ~80 hours

These estimates are provided for transparency only. Should work significantly exceed these projections, an ASR will be proposed and approved in advance.

Reimbursable Expenses

Headwater People will bill separately for approved reimbursable expenses directly related to the project. These will be itemized on each invoice.

Eligible reimbursables include:

- Gifts for Tribal partners (estimated at \$500), in alignment with cultural protocols
- Mileage for travel, reimbursed at the Washington State rate (currently \$0.67 per mile)
- Lodging, if overnight travel is required \$250 per night
- Meals, during travel or full-day engagements \$100 per day
- Printing and materials for meetings, presentations, or community engagement
- Other incidentals that support Tribal engagement and consultation

Not-to-Exceed Total for Reimbursables: \$1,500

Mileage and rates may be adjusted with client approval based on state guidelines or project needs.

Exclusions & Additional Services

The following services are excluded from the \$20,000 base fee. If any of these or other unanticipated needs arise, they will require a separately approved Additional Service Request (ASR) prior to beginning work.

- Payment or contracting of Tribal artists
- Event planning
- Major changes in project timeline or scope that require additional time
- Additional design or facilitation beyond what is included in scope of work
- Participation in project phases not currently defined

Each ASR will include scope, cost, and timeline for review and approval.

Project Team

- Lead Consultant: Colleen Echohawk CEO & Founder, Headwater People
- Consultant: Owen Oliver Indigenous Engagement Specialist

Project Timeline

- Engagement & Coordination: Start upon contract approval ongoing
- Artist Identification: 3–6 months, dependent on artist availability and Tribal council approval
- Cultural Integration Work: Concurrent with design phases
- Final Review & Closeout: prior to project completion

Conclusion

The Everett Multi-Purpose Stadium presents a unique opportunity to celebrate Indigenous culture and ensure an inclusive, community-driven design process. Headwater People's involvement will help elevate the project's impact, ensuring meaningful representation of the Tulalip Tribes and other Indigenous communities. We look forward to collaborating with all stakeholders to make this vision a reality.

For further conversation, please contact: Colleen Echohawk colleen@headwaterpeople.com 206-681-3714

April 2, 2025 (v2)

Andrew S. West, AIA
DLR Group
via e-mail awest@dlrgroup.com



Re: Everett Outdoor Multipurpose Stadium

Professional Services Scope & Fee Proposal

Dear Andy,

D.A. Hogan & Associates is pleased to submit the following proposal for professional services for the design & construction administration of a new Everett Stadium located in Everett, WA. D.A. Hogan & Associates, Inc. proposes to serve as a Sub-Consultant to DLR Group, responsible for coordinating all necessary work related to the design and construction of the field level playing surfaces necessary for a successful project.

PROJECT UNDERSTANDING

The project will be as proposed by Bayley Construction.

DA Hogan & Associates proposes to coordinate with DLR and Bayley, along with associated design disciplines and subcontractors as necessary to provide designs, plans, and specifications related to the field level playing surfaces including field subgrade establishment and site grading, field subsurface drainage and connection to a conveyance provided by others, layout of synthetic turf playing surfaces and other related, game-related equipment and furnishings, and water systems for field conditioning and washwater. We also propose to provide construction administration support and construction quality control support for these areas.

Our proposed Scope of Services, Schedule A, and Fee Proposal, Schedule B, follow.

Certificates of Insurance and Confirmation of Coverage/Additional Insured will be forwarded directly to you from our insurance carrier upon and concurrent with execution of a contract. Please do not hesitate to contact me if you need further information.

Sincerely,

Eric Gold ASLA, Principal

D.A. Hogan & Associates, Inc.

Attachments:

Schedule A Scope of Work Schedule B Fee Proposal Exhibit 1, Preliminary Site Plan

SCHEDULE A

Professional Engineering & Landscape Architecture Services Everett Outdoor Multipurpose Stadium

SCOPE OF SERVICES

1.1 PHASE I – SCHEMATIC DESIGN

- A. Generally, from the current concept, arrive at an approved Schematic Design, Coordinate Cost Estimating, and identify any issues affecting Permitting Strategy.
- B. Design Verification

Verify the existing preliminary plan as follows;

- 1. Receive and review the Site Topographic Survey and Geotechnical Report prepared by others.
- 2. Perform Site Analysis including topographic, utilities, and circulation to identify options for field grading and drainage.
- 3. Verify Program Elements including field of play / markings, warm up areas, etc.
- C. Preliminary Specification and Cost Estimating
 - 1. Provide a detailed narrative establishing quality standards associated with the construction.
 - 2. Coordinate minimum construction standards; Identify typical details and materials specifications to be utilized in support of the Contractors cost estimating effort.
 - 3. Develop and Facilitate a synthetic turf specification / product / brand selection process as needed.

1.2 PHASE II – DESIGN DEVELOPMENT

- A. Generally, advance the design effort through final approval of all proposed systems and materials, continue technical review and value engineering processes, and coordinate further refinement of cost proposals (100% Design Development).
- B. Coordinate with other consultant team members regarding site layout, utilities, grading, and drainage.
- C. Preliminary design and drawing preparation including layout, grading, drainage, water systems for field conditioning and washwater, edge transitions, imported field base materials, synthetic turf field surfacing systems, and other site amenities as applicable.
- D. Coordinate value engineering and technical review by the GC and Design Lead
- E. Review and comment on Contractor GMP.
- F. Consultation as requested.

1.3 PHASE III – FINAL DESIGN PHASE / CONSTRUCTION DOCUMENTS

- A. Generally, conclude all design production (100% Construction Documents).
- B. Final documentation of all included systems and components.
- C. Final working drawings and construction details including layout, grading, drainage, water systems for field conditioning and washwater, edge transitions, imported field base materials, synthetic turf field surfacing systems, and other field equipment as applicable.
- D. Construction technical specifications complete.
- E. Coordinate final value engineering and technical review by the GC and Design Lead.
- F. Implement any revisions required as a condition of local permitting.
- G. Review the Contractors final cost proposal and provide comment and recommendation.

1.4 PHASE IV – CONSTRUCTION PHASE

A. Attend pre-construction conference as needed.

- B. Endorse for approval or disapproval all materials and equipment submitted by the Contractor.
- C. Conduct surveillance of construction to include periodic visits to the site to observe the progress and quality of the work. It is expected that the Contractor will coordinate their work with the budgeted Construction Phase Inspections identified by DA Hogan.
- D. Monitor construction progress and quality with decisions relative to contract performance
- E. Issue instructions for and of the Owner to the Contractor and respond to requests for information, field directives and changes orders, if applicable.
- F. Guard the Owner against deficiencies in the work and approve or disapprove work in conformance with the contract documents.
- G. Keep the Owner advised as to the progress of the work.
- H. Assure for the Owner that the completed project will conform to the requirements of the contract documents.
- I. Substantial completion inspection with distribution of discrepancy (punch list) items.
- J. Review of contract progress payment requests for the work.
- K. Final inspection and certification of completion.

1.5 PHASE V - CONTRACT CLOSE OUT PHASE

- A. Receive and Review Contractor Markup / As-Built Documents.
- B. Process Markup into Archival Media / AutoCADD and PDF deliverables.
- C. Process Contractor/vendor operating and maintenance manuals as required.

1.6 WORK NOT INCLUDED

- A. Full-time, on-site inspection
- B. Site survey and construction control bench marks
- C. Traffic Studies
- D. Wetland or other Sensitive or Critical Areas investigation
- E. Exploration and excavations for verification of existing conditions and utilities.
- F. Cost of printing of review, permit application, bidding, distribution costs and construction record documents.
- G. Laboratory charges for construction testing.

1.7 GC/LEAD DESIGNERS RESPONSIBILITIES

- A. Assist the Engineer by placing at his disposal all available information pertinent to the site.
- B. Provide digital site topographic survey, including boundary survey if required as a condition of any necessary permit.
- C. Provide adequate Geotechnical Exploration and Engineering Recommendations.
- D. Assumption of Financial Responsibility for all Permit Fees levied by affected agencies.

1.8 CONSTRUCTION BUDGET

A. Construction Estimates calculated by DA Hogan from the conceptual plan (approximately 146,000sf) are as follows;

NA
NA
50,000
2,336,000
1,022,000
\$3,408,000

NA refers to cost estimating and/or design scope performed by others

End Schedule A

SCHEDULE B

Professional Engineering & Landscape Architecture Services Everett Outdoor Multipurpose Stadium

FEE PROPOSAL

Α.	We offer a lump-sum fee for all basic scope work as follows:
	Task 1 Schematic Design (15%)

Task 2 Design Development (20%)	25,000
Task 3 Construction Documents (35%)	43,750
Tasks 4 & 5 Construction Administration, Closeout (30%)	37,500
Sub Total (about 3.65% of anticipated Construction value)	\$ 125,000

- B. All Contractor construction negotiations and change order processing within original scope of project is included in this amount.
- C. Compensation for additional services that may be requested by the Owner, including expert witness in the event of any litigation, shall be as follows (2025 Hourly Billing Rates):

Principal Engineer	\$255.00
Principal Landscape Architect	\$255.00
Project Engineer	\$205.00
Project Landscape Architect	\$205.00
Construction Manager/Project Manager	\$155.00
Engineering Technician II	\$145.00
Technical Staff/Cad Drafting	\$145.00
Landscape Designer	\$130.00
Engineering Technician I	\$120.00
Administrative	\$85.00

D. Expenses as requested and authorized by Owner to be paid by our firm and shall be reimbursed at actual cost plus 10% administrative fee. No reimbursable expenses are anticipated at this time.

ACCEPTED BY:		
Ву:	Ву:	
	Eri	ic Gold, Principal
Title:		
Date:	Date: <u>Ap</u>	oril 2, 2025

18,750



DLR Group inc. an Arizona corporation

6225 North 24th Street, Suite 250 Phoenix, AZ 85016

4/2/2025

Re: Everett Multipurpose Sports Stadium - LEED Scope of Work

Please review the following Scope of Work document:

A. HPD Scope of Work:

DLR Group HPD is pleased to submit the following services associated with the pursuit of LEED v4 BD+C: New Construction for the Everett Sports Stadium. The certification scope will cover the provided building area of approximately 70,000 sf in area, seating approximately 5,000 maximum occupants, in Everett WA. The project will be seeking:

LEED v4 BD+C: New Construction, Silver certification

Scope item descriptions:

1. LEED Administration

- Complete an initial LEED scorecard.
- Register the project with USGBC (registration/certification costs passed through to owner).
- Pay for LEED Registration and LEED certification submissions (as reimbursables).
- Attend up to four (4) dedicated LEED Status meetings during Design phases.
- Lead (1) LEED Kick-Off meeting with project stakeholders (Owner, Design Team, Contractor) to determine target credits and points attainable to achieve desired certification.
- Prerequisites & Credits will be assigned to design team members for tracking, achievement, and documentation.
- Communicate LEED responsibilities to the project team, provide limited mentoring and assistance on completion of LEED tasks.
- Coordinate and set LEED deadlines.
- Provide QC review of LEED Documentation before each LEED submission (Design Preliminary, Design Final, Construction Preliminary, Construction Final).
- Submit the project for review by USGBC and follow-up with team members any review comments need to be addressed and resubmitted.
- Achieve LEED Silver certification level at minimum.
- <u>Excluded</u>: Completion and documentation of LEED Construction prerequisites and credits is the sole responsibility of the Contractor. FF&E will not be included in LEED credits.

2. Energy Modeling: LEED

- <u>LEED Energy Modeling Points Estimate (IESVE)</u>
 - Build ASHRAE LEED Baseline model.
 - Build LEED Proposed Design model.
 - Determine LEED design energy cost savings and LEED carbon savings over the LEED baseline.
 - Determine estimated LEED points, utilizing renewables estimate provided by others.
- LEED Energy Modeling Final (IESVE)
 - Update LEED Proposed and Baseline energy models.
 - Determine LEED design energy cost savings and LEED carbon savings over the LEED baseline and associated LEED points, utilizing renewables estimate provided by others.
 - o Complete MEPC sheet, narrative, and LEED form
- <u>Excluded scope</u>: Energy Code Compliance modeling, load modeling, and lifecycle cost analysis are not included except as indicated below.

3. Design Assistance Energy Simulation

- Design Assistance Loads Modeling for Architecture Optimization (IESVE):
 - Simple box model comparison of base design + 2 design iterations for massing, orientation, roof/wall/glazing/shading selections, and window to wall ratio.
 - Coordinate with team to determine desired solutions and additional modeling direction.
- Design Assistance Energy Modeling for HVAC Optimization/pEUI Estimation (IESVE):
 - o Update energy model based on DD documents.
 - o Compare models of 3 different HVAC systems paired with other ECMs.
 - Coordinate with design team to determine specific solutions and additional modeling direction.
 - Compare models of design plus 2 additional potential design iterations based on design team requests.

4. LEED Daylighting Analysis Modeling

- <u>Daylight/Glare Analysis of Alternate Designs for Fenestration, Glazing. & Shading Optimization</u> (Ladybug):
 - Run daylight & glare analysis to compare models of base design and 2 alt designs to recommend design & materials
 - Coordinate w/design team to determine specific solutions and additional modeling direction
 - Compare models of 3 potential designs/areas based on design team requests to recommend design & materials
 - Coordinate w/design team to determine final design solution

- <u>DD Fenestration, Glazing, & Shading Optimization Daylight/Glare Model (Ladybug):</u>
 - o Run daylight & glare analysis
 - Share results with team & recommend design & materials
 - o Coordinate w/design team to determine final design solution
- LEED Daylight Model Final Daylight metrics (sDA and ASE)
 - o Update/Recreate the model based on 100% CDs
 - o Submit final deliverable for LEED Daylight credit

We hope this proposal meets with your approval. Please feel free to contact me if you have any comments or questions.

Sincerely,

Mike Refsland, LEED AP, LFA, AIA

Everett Multipurpose Stadium Friday, April 18, 2025 LEED BD+C v4 New Construction Certification Level: LEED Silver 70,000 Sq. Ft.

LEED Administration

LEED Silver

LEED Admin Total	± 40.0E0.00	
Admin Rate	1350.00	
LEED points	37	*GC to complete all Const Credits, design team tasked to other credits

Admin Rate		1350.00
LEED Admin Total	\$	49,950.00
LEED Admin: Phase	1 \$	32,467.50
LEED Admin: Phase	II \$	17,482.50
Subtota	l \$	49,950.00

Simulation

Design Assistance Energy Simulation (Phase I)		\$	35,000.00
Energy Model: LEED Submission (Phase I & II total)		\$	42,000.00
Daylight modeling (Optional, Phase I only)		\$	-
	Olassidation For No Ostiona	_	77 000 00
	Simulation Fee, No Options	\$	77,000.00
	Simulation Fee, No Options	\$	77,000.00

Total HPD Design Fee (Administration + Simulation)	\$ 126,950.00

Total HPD Design Fee + Options	\$ 126,950.00

LEED Fees Not Included in Above Fee Proposal (pass through)

Total LEED Registration, Review Fees	\$ 6,320.00
Approx. LEED Fees for Split Design & Construction Reviews	\$4,970
LEED Registration Fee	\$1,350



PROJECT SUMMARY

Bayley Construction (WA) / MiLB: Everett Aqua Sox Ballpark

DLR Group will provide the following:

The XGD Studio at DLR Group will develop and produce wayfinding + signage design for the Everett Aqua Sox Ballpark in Everett, Washington. DLR Group will provide a bid package that will be supplied to a fabricator to be used for bidding and as their basis of design. Selected fabricator will be responsible for creating their own shop drawings to build from.

DLR Group will provide two (2) initial design concepts for consideration. Two (2) rounds of revisions for the selected design option are included in our estimate. Requested revisions that are greater than the two (2) stated rounds will potentially be considered additional services and billed at an hourly rate of \$235.

Project Deliverables:

- DLR Group will create two (2) design options.
- DLR Group will provide a bid package for fabricators to provide pricing.
- DLR Group will review fabricator shop drawings, samples, and attend an on-site punch list after install in complete.

Design Services:

Any mutually-agreed Additional or Supplemental Services beyond the scope of the specific Basic Services will be performed upon written notice from the Owner. Additional Services will be compensated on the basis of the hourly rates of all personnel engaged on the Project, plus Reimbursable Charges as defined under Compensation.

Potential Sign Types + Experiential Graphics Locations:

Based on our studio's historical data these are the potential sign types that will need to be addressed for this current design exercise.

- 1. ADA Room ID (FoH / BoH)
- 2. Amenity ID
- 3. Area of Refuge ID
- 4. Banners
- 5. Bike Storage
- 6. Building Address (TBD)
- 7. Leasing Office ID
- 8. Conference Room ID
- 9. Dimensional Letters (P / S)
- 10. Directional (L / M / S)
- 11. Directory (building / level)
- 12. Elevator Egress
- 13. Emergency Phone
- 14. Fire Extinguisher & Defibrillator
- 15. Fitness Center Rules

- 16. Freight Lobby and After-hours
- 17. Identification Blade
- 18. Information Signage on Millwork
- 19. Informational Symbols
- 20. Interior Stairwell ID
- 21. Loading Dock
- 22. Mail Services
- 23. Maximum Occupancy
- 24. No Smoking Notification
- 25. Office ID w/ Insert (L / S)
- 26. Pool Rules
- 27. Residence Unit ID
- 28. Restroom ID (FoH / BoH)
- 29. Retail Signage
- 30. Security Restricted Area

- 31. Stair ID (FoH / BoH)
- 32. Stair Level ID



Anticipated Schedule:

Pre-Design: 03 Weeks (one meeting in-person)

Schematic Design: 04 Weeks (one meeting)

Design Development 12 Weeks (three meetings, one in-person)

Construction Drawings 04 Weeks (one meeting)
Bid Negotiations 04 Weeks (one meeting)

Construction Services 16 Weeks (two meetings, one in-person)

Clarifications:

The following list comprises items that may or may not be relevant to the specific project at hand. If any item appears to have no connection or relevance to your project, feel free to disregard it.

- CLIENT CONTACT: The Client will appoint a single point of contact for day to day coordination.
- **DELIVERABLES:** Electronic files will only be provided in Adobe Illustrator CC and Adobe PDF, unless specifically requested.
- **DIGITAL CONTENT:** Content design for digital displays is excluded.
- **ENGINEERING:** Electrical and Structural design & verification will be the responsibility of the selected signage fabricator.
- **EVACUATION MAPS:** Design or programming of interior and exterior code-required signage maps for elevators, exiting, fire, evacuation, stairs, emergency shelters, ("Life Safety") is excluded. Design, programming, and locations of site and parking regulatory signs (stop, yield, mph, handicap, pedestrian crossing, etc. are excluded.
- **FONTS:** DLR Group licenses fonts for our computers only. Anyone who works with the fonts will need to purchase a separate license.
- ORIGINAL ARTWORK AND PHOTOGRAPHY: The design fee above does not include the cost of the purchase of original artwork and photography. DLR Group recommends budgeting \$20,000 as a placeholder for this type of content. Final cost will be determined once scope of this phase has been determined.
- **NAMING:** DLR Group does not have legal search capabilities and, while we will make recommendations that are available to the best of our knowledge, we cannot guarantee legal availability. We will need to seek approval from a legal team prior to putting the name into use.
- **PERMITS:** Cost for permits is excluded and will be a reimbursable expense beyond the stated design fees.
- **PROTOTYPES:** Cost of prototypes is excluded from this fee.
- **SUBMITTALS:** Development and production of special signage submittals, beyond the standard branding and signage package is excluded.
- **TRADEMARKS:** DLR Group will not design with or modify any trademarked creative that is not owned by the client.
- **WEBSITE:** Website hosting, email server and DNS fees are excluded. Management of website hosting, email server or DNS of any kind is excluded. WordPress plug-in or theme file fees are excluded. Web-font subscription fees are excluded. Quality control testing on Internet Explorer browser is excluded.



Estimated Design Fee

Costs are estimated by historical data on related projects. These estimates can be adjusted after refining needs and project scope. DLR Group bills monthly and payment schedule can be modified if necessary. We will submit a formal contract upon determining an agreed scope. Our team can begin work two weeks after a signed contract is in place.

Wayfinding + Signage Phase 1 (PD-DD): \$49,050

DLR Group will provide two (2) initial design concepts for consideration. Two (2) rounds of revisions for the selected design direction are included in our estimate. This fee includes the final design for one (1) direction.

Wayfinding + Signage Phase 2 (CD-CA): \$30,450

This fee includes a bid package and also review of fabricator shop drawings, samples reviews, on-site punch list after install.

- *(6-8) meetings will be held both virtually and in-person during this effort.
- *Proposal includes up to 3 in-person visits.

Notice to Proceed:

As always, thank you for the opportunity to propose on this work. Please contact me if you have any questions or require additional information. If you find the terms of this agreement acceptable, please sign and return a copy for our records. Once received, we can begin our work within two weeks.

Sincerely, DLR Group

Date: 4/24/25

Adam M. Wells, Principal Experiential Graphic Design Leader awells@dlrgroup.com 402/975-9510 Date: 4/24/25

Hans Hansen hans.hansen@bayley.net 206/621-8884



April 2, 2025

Andrew S. West, AIA Architect/Senior Associate DLR Group

Via Email: awest@dlrgroup.com

Re: EVERETT OUTDOOR MULTIPURPOSE STADIUM
WJHW PROPOSAL FOR CONSULTING & DESIGN SERVICES

Andy,

Thank you for requesting a proposal from WJHW, Inc. We are excited to have the opportunity to continue our working relationship with DLR on this project. The following proposal is based on the information provided and our recent communication.

PROJECT UNDERSTANDING

The project is a new 5,000-seat multipurpose facility intended to be the home of the Single-A affiliate of the Seattle Mariners and a new USL team. The current program includes:

- Mix of fixed seatbacks, club seats, supporter stands, berm seating, loge boxes and picnic area
- Suites and Lounges
- Stadium and Party Deck
- Food and Retail Facilities
- Media Facilities and locations for MiLB and USL media functions
- Administrative facilities for MiLB and USL functions
- Team Facilities for MiLB and USL functions
- Playing surface that accommodates baseball and soccer

The project will be delivered via Progressive Design-Build with Bayley Construction.

The Construction Cost Target is \$42M under the following schedule:

- Phase 1 (SD-DD)
 - o SD Deliverable Deadline End of June
 - o DD (GMP) Deliverable Deadline Early September
- Phase 2 (CD-CA)
 - o CD Deliverable Deadline Mid-November
 - o Construction Completion April 2027

SCOPE OF EFFORTS

WJHW will:

Andy West WJHW Proposal –Everett Multipurpose Stadium April 2, 2025 Page **2** of **11**

- Coordinate our services with those of the design team, Owner and other design/development consultants involved in the project.
- Work in a coordinated and cooperative fashion with the design team and Owner to achieve the performance, appearance, and flexibility necessary for the project.
- Coordinate electrical, weight and cooling requirements for our systems with the MEP and structural design consultants.
- Attend project meetings as required to meet the needs and schedule of the project, within the approved allocated meeting budget and expense allowance.
- Provide written documentation, as appropriate, of all meetings and telephone conversations initiated by WJHW, and distribute copies to design team, Owner, and other design/development consultants.
- Submit progress documentation as required in each phase.

Schematic Design

WJHW will:

- Meet with Architect, Owner, and other design/development consultants to develop an understanding of the design requirements for the project.
- Preliminary analysis of acoustics recommendations for other design team members to consider in their designs.
- Provide comparative information to the development and design team based on our experience with similar facilities.
- Review alternative system design concepts for cost efficiency and suitability.
- Provide a written report/narrative for each system that outlines the design options selected by Owner and the design team along with options for any remaining outstanding decisions.
- Provide pre-design estimates of probable cost based on historical costs of recent similar developments. We will rely upon Owner's development team and their construction consultants to make any inflation or geographical adjustments to these estimates which are specific to the project and its environs.

Design Development

Once the technical systems program and budgets have been approved by the Owner, WJHW will develop DD level documentation.

- Review architectural and other Project drawings and provide layout needs of all required support locations/rooms relative to our scopes.
- Provide product information, mounting methods, and heights, as needed, for all items penetrating architectural finishes.
- Provide outline specifications or narratives and drawings (floor plans, conduit and cable riser diagrams, cabling, diagrams, equipment schedules, equipment elevations and details)

Andy West WJHW Proposal –Everett Multipurpose Stadium April 2, 2025 Page **3** of **11**

sufficient to provide the basis for the continuing approval process and to facilitate the preparation of a reliable budget estimate.

- Acoustical and noise control work will be performed in conjunction with the Architect and the MEP engineer for inclusion in their documents.
- Assist in reviewing and commenting on cost estimates prepared by the construction cost consultant; however, we are not proposing to provide detailed estimating services.

Construction Documents

Once the Owner has approved the DD scope and budget, we will:

- Develop final, technical bid documents (drawings and specifications) for each of the systems in our scope.
- Provide interim sets of progress drawings and specifications for internal design team coordination and Owner review. It is our assumption that document transfers will be done electronically.
- Assist in reviewing and commenting on cost estimates prepared by the construction cost consultant; however, detailed estimating services are not included in our proposal.
- Acoustical and noise control work will be performed in conjunction with Architect, Owner, and the MEP engineer for inclusion in their documents. All our work will be coordinated with the appropriate design team members.
- We have anticipated issuing our systems in no more than three separate bid packages of coordinated drawings and specifications across our scopes and disciplines.

Construction Administration

WJHW will:

- Work with the Owner, Architect, and the CM/GC, as requested, to qualify subcontractors.
- Review bids/proposals for completeness, contractor qualifications, adherence to the
 documents and best overall value. This review is intended to determine the best overall value,
 including systems operation, maintenance, and installation cost.
- As requested, participate in negotiations and provide a selection recommendation.
- Issue permitting documents, as needed, for city approvals.
- Review submittals and respond to contractor questions and RFI's.
- As permitted by our site visit allowances, make visits to the site to observe the progress of the electronic systems installation and assist in coordination issues.
- Upon systems completion, make site observations of the installation, prepare a punch list, and perform set-up, acceptance testing and equalization of the systems as appropriate to achieve the maximum possible performance.
- Provide written feedback of our findings during the site visit and provide recommendations for corrective action, if required.
- Provide record documents exclusive of any contractor mark-ups or field modifications.

Andy West WJHW Proposal –Everett Multipurpose Stadium April 2, 2025 Page **4** of **11**

SCOPE OF SERVICES BY DISCIPLINE

Bowl Sound, Back of House AV and TV Systems

- Design sound, AV, and large format display for systems in areas in accordance with the accepted program and budget.
- Analyze the configurations that have the greatest potential to meet the performance and functional requirements of the spaces within the budget allowed.
- Utilize the performance of other facilities sound and AV systems as a programming baseline
 and describe what will be necessary (both technically and in terms of cost) to meet or
 improve upon the quality of typical systems.
- As is typical, final engineering of structural attachments of the AV components to the building structure will be specified to be performed by the speaker installers' structural engineer of record in concert with review by the project structural engineer.
- Develop design criteria and programming for the IPTV System serving TV sets/monitors
 throughout the project. We will coordinate our efforts with the tel/data design regarding data
 network and cabling requirements which will be shown on the structured cabling drawings.
- Provide specifications for TVs and Brackets that will list the appropriate product types and features but do not include quantification of the individual subsystems and mounting condition specifics.
 - We do not include a schedule of all the TV sets, their sizes, mounting conditions, etc., as this is anticipated to be the responsibility of the architect's interior design team. We will coordinate with this information and assist in the selection of TV sets and brackets.

LED Display Systems

- Assist Owner and Architect in the design, documentation, bidding, and review of the scoreboard/LED displays systems (interior and exterior).
- Provide analysis as to the appropriate location and number of auxiliary or ribbon/fascia displays, sightlines and any off axis viewing problems.
- Upon agreed upon sizes, locations, and configuration, assist in preparing a technical Request for Proposal which outlines the scope of the project, technical specifications, and performance.
 The RFP will include information to construct a bid list which provides Owner /operator the benefit of unit pricing and alternates so that all construction options can be fully explored.
- Included in this work are sport timing systems.
- WJHW's work is limited to creation of the technical RFP and does not include the design and documentation of support structure and architectural metalwork (i.e., enclosures) or preparation of General Conditions and other specification and general contract items and information.

Andy West WJHW Proposal –Everett Multipurpose Stadium April 2, 2025 Page **5** of **11**

In-House Video Production System

- Analysis of the needs of Owner /operator's production staff, along with a review of the options (HDR, 4K, IP, etc.) for accomplishing the goals of the staff within the construction and operational budget for the project.
- Anticipating a typical system in support of the seating bowl video displays, provide a design
 and documentation package to allow the video production and equipment system to be
 designed in its entirety, and bid separately (if desired) from the remainder of the building
 packages.
- Coordinate space requirements with architect, MEP designer, Owner/operator.
- Design work for a facility which is capable of extensive non-game day production, broadcast origination, studio equipment and acoustical design is not included in this base scope of work.
 WJHW's fee is based on the total systems design budget for a 4K SMPTE 2110 video replay system not exceeding \$2 million USD.

Broadcast Cabling System

Our base scope includes reviewing, determining the project requirements for and documenting:

- Camera and broadcast positions and space required to accommodate broadcast and inhouse production cameras.
- Pathways and infrastructure for designed and future permanent cabling.
- TV truck parking location, access, space, power.
- Cabling in support of broadcast, official's replay, player tracking, video coaching, etc.
- These systems will be designed to allow the most convenient access possible for broadcaster and facility operations.

Acoustics and Noise Control

We will provide design criteria for partitions, room acoustics and MEP systems noise control. When design documents are available, we will complete a review of and specific recommendations for:

- Club, Suite and other back of house areas acoustical treatment
- HVAC noise control in the sensitive areas listed above.
- Partitions surrounding noise sensitive areas (such as private offices, conference/meeting rooms) and noisy spaces such as mechanical rooms.
- Our work will include coordination with the architect on assessing and recommending finish
 materials and partition details in order to best integrate the acoustical requirements into the
 architectural and budgetary design constraints.
- Our recommendations for construction methods, materials and/or details to control noise and vibration will be provided to the MEP engineers for incorporation into their documents.

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- Provide design recommendations for partition types, room shapes and finishes where sound
 isolation and acoustical quality are important. Recommendations will be provided that
 conform with established background noise criteria (NC level) for occupied spaces as well as
 recommendations to define standards for STC wall ratings and limiting the transmission of
 noise from one function to an adjacent function.
- Recommendations will be written with detailed drawings in sketch form and manufacturer's cut sheets for use by the design team in developing working drawings.

Structured Cabling System (Tel/Data, Wi-Fi, PoS, BMS, etc.)

- Coordination and design of the low voltage systems throughout the facility, including the telephone and data cabling, TV, surveillance and access control, point of sale and building management systems throughout the project.
- Work with the architectural team to establish room sizes and locations, along with anticipated heat and power loads and determination of the cabling and device location information from each of the low voltage systems.
- Determine the appropriate pathways, including redundant paths for critical elements, provide documentation of the conduit, riser, and cable tray requirements. This work includes working with Owner or Architect to determine appropriate riser closets, locations, layout, sleeves, and distribution of cabling within each closet.
- Specify an appropriate cabling system to support telephone and data cabling. This cabling system will consist of appropriate station cabling as well as a backbone to support the station cabling.
- Design the technical infrastructure of the backbone of this system to consist of fiber, telephone
 trunk cabling, as well as the appropriate interconnects of patch panels, jack panels and cross
 connects to the station cabling.
- Coordinate the design with the other systems to eliminate duplicate conduit and cable tray
 systems. Future cable management and maintenance is also improved as the as-built records
 of cabling are contained in a single document, eliminating the need to refer to several sets of
 drawings to obtain the complete picture.
- Documentation of Wi-Fi AP locations per owner direction.
- Documentation of owner-designated and located video coaching/player tracking cabling

Surveillance and Access Control Systems

We will:

- Work with the Owner/Building Operator, and within their published standards, to design and coordinate all infrastructure and pathways required for building surveillance, access control, and intrusion detection.
- Coordination of door hardware and mounting locations, including assistance (but not authorship) to the design team on the preparation of the door schedules.

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- These systems will be specified in accordance with the Owner and authorities' life safety and building access practices for all equipment, software, and configuration.
- Design system and equipment specifications, one-line diagrams and details as appropriate.
- Document the required integration into the Project Design for a fully functional system and program, e.g., coordination of all door hardware, etc.

FEES

We propose to perform the design efforts described in this proposal for the fixed fees shown below exclusive of reimbursable expenses. This fee indicates a level of professional service which is consistent with our past work on similarly sized facilities. Any consulting and or design activities we are asked to perform which are not listed in this proposal will be considered an additional service and fee.

PHASE 1 SCOPE	SD	DD	Totals	Person Days
				on Site
Bowl Sound/AV/TV Systems	\$4,500	\$18,200	\$22,700	1
LED Display System	\$1,800	\$7,300	\$9,100	0
In-House Video Production	\$3,000	\$12,200	\$15,200	1
Broadcast Cabling	\$1,500	\$6,100	\$7,600	0
Acoustics/Noise Control	\$1,000	\$3,000	\$4,000	0
Structured Cabling System	\$2,700	\$11,000	\$13,700	1
Surveillance & Access Control	\$1,700	\$6,700	\$8,400	1
TOTALS	\$16,200	\$64,500	\$80,700	4

PHASE 2 SCOPE	CD	CA	Totals	Person
				Days
				on Site
Bowl Sound/AV/TV Systems	\$20,000	\$14,200	\$34,200	4
LED Display System	\$8,000	\$5,700	\$13,700	1
In-House Video Production	\$13,300	\$9,500	\$22,800	3
Broadcast Cabling	\$6,700	\$4,800	\$11,500	1
Acoustics/Noise Control	\$4,300	\$1,000	\$5,300	0
Structured Cabling System	\$12,000	\$8,600	\$20,600	2
Surveillance & Access Control	\$7,300	\$5,200	\$12,500	2
TOTALS	\$71,600	\$49,000	\$120,600	13

P1 and P2 fee total revised to \$185,196 dated April 18. Revised proposal forthcoming.

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WJHW's fees assume that all services shall be accepted as part of this proposal. WJHW reserves the right to renegotiate our fee estimates should the project's final program, design direction and scope differ from what is outlined above.

PROJECT MEETINGS

We anticipate participating in video or phone conferences for most coordination meetings associated with the project as we do not foresee our in-person attendance will be required at all meetings and presentations. We request that we only be asked to participate in those meetings when our scope of efforts is being discussed or our technical expertise is required.

PROJECT-RELATED REIMBURSABLE EXPENSES

Project-related reimbursable expenses are considered to include, but are not limited to, non-stop, coach airfare travel and fees, lodging, mileage at prevailing IRS rates, rental car, meals while traveling, printing, expedited delivery, etc. and are invoiced in addition to our professional fees. Any penalty or fee which is imposed on us by any common carrier or hotelier as a result of itinerary changes that are necessitated by a meeting schedule which is changed by Owner/design team will be invoiced as a reimbursable expense.

EXCLUSIONS

The following services are not a part of our basic services but can be addressed in an addendum to this proposal if deemed necessary:

- Environmental Noise Assessment
- Network Electronics design and specifications (switches, phones, Wi-Fi APs, printer, etc.)
- Point of Sale Systems
- Fire Alarm and Life Safety System design or intelligibility review.
- Distributed Antenna System (DAS) for consumer carriers and public safety (ERRC)
- Video Coaching, Analytics, Player Tracking and Medical Equipment Design
- Television and Bracket Schedule
- On-Site Project Management
- Post Occupancy review, testing and report, Two-year warranty inspections.
- Additional acceptance testing or systems adjustment to accommodate changes in the design that are beyond the control of WJHW.
- Any LEED/Green Certification paperwork preparation and submission.
- Preparation of record documents that include contractor markups.

BIM DOCUMENTATION

WJHW has the capability of preparing our documents in Revit for the design development and construction document phases as directed. If utilizing Revit, models will be produced up to a Level of Development (LOD) of 300 during the construction document phase. Elements and details not modeled

Andy West WJHW Proposal –Everett Multipurpose Stadium April 2, 2025 Page **9** of **11**

under an LOD of 300 will be conveyed through 2D drawings. Additionally, conduits will not be modeled; conduit quantity and size requirements will be annotated throughout the drawing set.

Our fees are based on utilizing WJHW's CAD/BIM standards for all electronically drafted drawings released by our office. Requests that we conform to another CAD/BIM standard, whether it be that of Architect or some other entity, will be reviewed and discussed with whichever group holds WJHW's contract. We reserve the right to add fees necessary to cover the additional design/CAD time on WJHW's part to accommodate the requested conversion to another standard.

We have assumed that we will be working from no more than five models. Accessing and working with more will necessitate the need for additional services.

Drawings and specifications are understood to be sent electronically/posted (on an FTP site) for printing and distribution by the Owner or Architect.

OTHER PROJECT PROVISIONS

STANDARD OF CARE: WJHW will endeavor to perform our services in accordance with generally accepted standards of practice in effect at the time of performance. WJHW owes no fiduciary responsibility to any party involved in this agreement.

PROFESSIONAL SEAL: There is no "seal" for our design services; therefore, the contract documents produced are not anticipated to be sealed by WJHW, unless we have notice of any requirement prior to the release of DD documents. As many of the technical systems that are designed by WJHW require close coordination with the electrical and structural engineers, these engineers may need to review and develop schedules and related documents for their seal.

Project Electrical Engineer will size all current-carrying conductors and related conduit. The Project Structural Engineer will specify all structural members and attachments to the structure.

All efforts associated with seismic restraint of loudspeakers, scoreboards, equipment racks, and other equipment will be specified by WJHW to be performed by the installer's registered professionals as required for Code approval and Certificate of Occupancy. WJHW will provide the appropriate entity information describing the weights of the various products which WJHW specifies.

RE-DESIGN: WJHW will perform programming, analysis, and design work at one time. If we are requested to provide re-design or value engineering changes, after our design is issued for bid and/or incorporated, due to something beyond our control (change in overall project budget, changes based on the Architect's or Owner's request, etc.), we would be pleased to comply on an additional services basis, either hourly or for a negotiated fee.

ADDITIONAL SERVICES: The need to perform Additional Services may arise as the Project proceeds. If that occurs, WJHW will notify the Owner and Architect for direction. Additional Services, if approved, shall be provided on either an hourly basis or for a negotiated fee, plus reimbursable expenses.

VALUE ENGINEERING: If "value engineering" (cost reduction through eliminating, reducing or substitution) recommendations are made by any party that are contrary to WJHW's

Andy West WJHW Proposal –Everett Multipurpose Stadium April 2, 2025 Page **10** of **11**

recommendations or accepted practice and WJHW objects to any of these recommendations, WJHW will so state in writing.

If Architect or Owner requires the incorporation of changes to the project documents to which WJHW has objected, Architect and Owner agree, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney's fees and the cost of defense, which arise in connection with or as a result of the incorporation of such changes required by Architect or Owner.

ENTIRE AGREEMENT: This proposal/agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements. No waiver of modification to the terms of this agreement is valid unless contained in a written document signed by WJHW.

EXCLUSION: Any services not specifically described in our scope of services as basic services are specifically excluded from the services that WJHW will provide on this assignment.

INSURANCE

WJHW carries Professional Liability, General Liability and Workers Compensation in accordance with typical requirements, and will, upon request, provide a certificate of insurance. Increases in insurance coverage limits beyond those which are carried by WJHW and the cost of adding additional insureds to our policy as directed by the Architect or Owner will be invoiced as a reimbursable expense. Our coverage amounts and limits are:

Coverage Type	Per Occurrence	Aggregate/Limit
General Liability	\$1,000,000	\$2,000,000
Automobile	\$1,000,000	na
Umbrella	\$5,000,000	\$5,000,000
Workers Comp	\$1,000,000	\$1,000,000
Professional Liability	\$5,000,000	\$5,000,000

INVOICING AND PAYMENTS

Unless otherwise stated in the proposal/agreement, WJHW will invoice monthly based on percentage of completion. Payment from Architect to WJHW shall be made upon receipt of payment by the Owner to the Architect.

TERMINATION

This Agreement may be terminated by either party upon no less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement.

Andy West WJHW Proposal –Everett Multipurpose Stadium April 2, 2025 Page **11** of **11**

Thank you for giving us this opportunity to be of service. Please let me know if you have any questions or find that you need anything additional from us.

Best Regards,

WJHW, Inc.

Todd M. Semple

Principal

Date: 21-Apr-25

To: Bayley Construction

8005 SE 28th St

Mercer Island, WA 98040

Attn: Hans E. Hansen Quote ID # EST10198

Subject: Everett Multipurpose Stadium - Design Cost Breakdown Phase 1 & Phase 2

Dear: Hans E. Hansen

Thank you for the opportunity to prepare this **HVAC & Plumbing Design Cost proposal**. JMI proposes to provide your firm with preconstruction services as described below:

Inclusions:

Services will be broken down into the two phases below:

- 1) Phase 1: Design and Pre-Construction Services
 - a) Schematic Design (SD)
 - b) Design Development (GMP) to be provided by JMI for HVAC & Plumbing
- 2) Phase 2: Construction Design
 - a) Construction Documents (CD)
 - b) Construction Documents (GMP) to be provided by JMI for HVAC & Plumbing
 - c) Construction Administration
 - d) Project Closeout of Design Documents

Scope of Work for Pre-construction Services:

- 1) Phase 1 Scope of Work
 - a) Schematic Design (SD) of HVAC and Plumbing Systems,
 - i) Attend weekly coordination meetings with the stakeholders
 - ii) Attend weekly meetings with the internal Design-Build team
 - iii) Generate Schematic Design Report to describe proposed HVAC and Plumbing Systems.
 - iv) Generate Preliminary drawings to show preliminary plans and show what systems are proposed for each area.
 - v) Help determine size of mechanical rooms and equipment locations.
 - b) Scope of Work for Design Development (DD) of HVAC and Plumbing Systems.
 - i) Attend weekly coordination meetings with stakeholders.
 - ii) Attend weekly meetings with the internal Design-Build team
 - iii) Generate DD level drawings including:
- 1) HVAC Equipment schedules
- 2) HVAC Equipment locations
- 3) Duct and piping mains
- 4) Plumbing equipment schedules
- 5) Plumbing piping mains
- 6) Plumbing equipment locations
 - i) Specifications for plumbing and HVAC items.
 - ii) Coordinate all systems with all other disciplines to provide a coordinated set of drawings.
 - iii) Provide enough information for JMI and Hawk to provide a GMP to Bayley.

Phase 2 Scope of Work:

- a) Construction Documents (CD)
 - i) Finalize design drawings to be ready to submit for permit. Drawings to be developed to LOD 300.
 - ii) Finish coordination between all disciplines.
 - iii) Update design with any VE items that may come up after GMP.
 - iv) Finish control diagrams and SOOs for all HVAC systems.
 - v) Finish domestic cold water and hot water diagrams.
 - vi) Finish waste and vent diagrams.
 - vii) Add details, sections and enlarged plans as needed.
 - viii) Finalize equipment schedules.

- b) Construction Services
 - i) Answer RFIs
 - ii) Review submittals
 - iii) Perform five site visits during construction.

Budget:

Overall \$42 million construction budget as established by Owner on March 28, 2025.

Schedule:

Phase 1:

Schematic Design will kick off on approximately May 15, 2025, and will be completed approximately June 30th, 2025. Design Development will be run from July 1, 2025, through August 15, 2025. **GMP due September 8, 2025**.

Phase 2:

Construction Documents will be completed Approximately November 14, 2025. Updated GMP due November 28, 2025. Construction is predicted to be completed April 2027.

Clarifications:

 We are requesting clarification on the Food Service Equipment scope for the project. Defining the scope of Kitchen Exhaust Hoods, Dishwashers, Grease Waste Systems, Gas requirements, Sinks, Beer & Soda Lines, Glasswashers, Boosted Hot Water, etc. will be critical to help us in the design efforts.

Exclusions:

- Engineering Civil, Electrical, Structural, Architectural, Fire Protection
- Demolition Mechanical and Systems of, Building and or Property.
- Earthworks Materials, Excavation, Trenching, Backfill and Cover Compaction, Materials Testing and Reporting of any kind.
- Electrical Conduit, Panels/Breakers, Power Wiring, Motor Starters or Disconnects, Wireless or Remote
- Painting Any & ALL, Including Mechanical surfaces, Building or Property
- Equipment Pads / House keeping pads, Mechanical Structures
- Generator Exhaust, Mufflers and Accessories
- Temporary Heating, Cooling, Controls, Air, Power / Electrical, Water, Gas, Propane.
- Fire Protection and or Suppression
- Fire Alarm Systems
- Security Systems
- Asbestos and All other Hazardous Materials Testing or Abatement of
- Mold & Mildew Moisture Protection
- Overtime or Shift Work Hours (before 6am & after 5pm M-F, Saturday, Sunday & Holidays)
- Conveying Systems Elevators, Escalators, Conveyors, Dumbwaiters
- Bonds and Related Fees
- Permits and Related Fees
- Washington State Sales Tax
- All construction costs associated with HVAC systems, ductwork, equipment, management & labor
- All construction costs associated with Plumbing systems, equipment, management & labor
- Food Service Equipment

Base Pricing - Phase 1 Design Cost.......\$

248,409

Phase 1 Design Cost Breakdown

- 1) Phase 1 Scope of Work
 - a) Schematic Design (SD) of HVAC and Plumbing Systems (SD TOTAL \$60,500)
 - i) Attend weekly coordination meetings with the stakeholders (\$1,650)
 - ii) Attend weekly meetings with the internal Design-Build team (\$1,650)
 - iii) Generate Schematic Design Report to describe proposed HVAC and Plumbing Systems. (\$22,000)
 - iv) Generate Preliminary drawings to show preliminary plans and show what systems are proposed for each area. (\$27,500)
 - v) Help determine size of mechanical rooms and equipment locations. (\$7,700)
 - b) Scope of Work for Design Development (DD) of HVAC and Plumbing Systems.
 - i) Attend weekly coordination meetings with stakeholders. (\$2,750)
 - ii) Attend weekly meetings with the internal Design-Build team (\$2,750)
 - iii) Generate DD level drawings including:
- 1) HVAC Calculations (\$11,000)
- 2) HVAC Equipment selections and schedules (\$16,500)
- 3) HVAC Equipment locations (\$11,000)
- 4) Duct and piping mains (\$27,500)
- 5) Plumbing equipment schedules (\$11,000)
- 6) Plumbing piping mains (\$16,500)

- 7) Plumbing equipment locations (\$5,500)
 - iv) Specifications for plumbing and HVAC items. (\$11,000)
 - v) Coordinate all systems with all other disciplines to provide a coordinated set of drawings. (\$5,500)
 - vi) Provide enough information for JMI and Hawk to provide a GMP to Bayley. (\$5,500)

JMI Project Support (\$30,839) Hawk Mechanical Project Support (\$30,570)

Base Pricing - Phase 2 Design Cost......\$

295,833

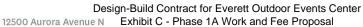
A written subcontract or Notice to Proceed will be required prior to the commencement of any work. Clarification available upon request.

Sincerely,

Brian Pringle

Johansen Mechanical, Inc.

Project Manager / Estimator Plan Spec Division





Mail: PO Box 33524 Seattle, WA 98133 206.367.1900 info@cochraninc.com

April 1st, 2025

Bayley Construction 8005 SE 28th Street Mercer Island, WA 98040

Attn: Hans Hansen

Subject: AquaSox Stadium Electrical Engineering Proposal

Hans,

We are pleased to present our proposal for design, preconstruction and engineering. We are recommending Coffman engineering, specifically Ben Maxwell as the engineering lead for this project.

Cochran is a national leader in BIM/VDC, we will take on the responsibility of BIM detailing in 3D-Revit throughout the design and we will mesh our expertise with Coffman's engineering to create one seamless design and constructable set of documents.

Cochran understands that these scopes will be designed by others and is not included in our scope of work. Civil electrical work and building lighting, field lighting will be in Cochran's scope. In addition, all low voltage systems will be designed by WJHW.

We look forward to working with you on the development of the AquaSox Stadium.

Sincerely,

Jerod Gummer

Director of Large Construction

fulle



Preconstruction						
100% DD to GMP	4/1/2025	thru	9/8/2025	22.9	١	Weeks
	Rate	Hrs./Week	Weeks	Total Hrs.		Total
Project Executi	ve/Director of	Preconstruc	tion			
Meetings	\$ 140	2.00	22.9	45.71	\$	6,400
Assist in Design / Coordination	\$ 140	2.00	22.9	45.71	\$	6,400
	ect General Fo	reman				
Assist in Design / Coordination	\$ 135	1.00	22.9	22.86	\$	3,086
Prefabrication Coordination	\$ 135	2.00	22.9	45.71	\$	6,171
Drawing & Constructability Review	\$ 135	40.00	1.0	40.00	\$	5,400
,	Project Assista	nt				
Administrative Work	\$ 55	2.00	22.9	45.71	\$	2,514
	BIM Team	•				
BIM Coordination (None prior to DD)	\$ -	8.00	22.9	182.86	\$	-
, , , ,	50% DD Estima	te				
Chief Estimator	\$ 105			20	\$	2,100
Senior Estimator	\$ 75			20	\$	1,500
Estimator	\$ 60			60	Ś	3,600
	.00% DD Estima	te				-,
Chief Estimator	\$ 105			20	\$	2,100
Senior Estimator	\$ 75			20	Ś	1,500
Estimator	\$ 60			80	\$	4,800
Coffman Engineering SD Through DD	ļ Ţ				\$	99,000
Misc.					\$	-
Parking					\$	200
Total Reimbursable	1				\$	200
Sub-Total					_	144,771
Fee	10.0%				\$	14,477
B&O	0.584%				\$	930
Total	0.36470					160,179
Sub-Total SD through DD					Ą	100,179
Construction Documents, VDC Coordin	aation/Clash De	ataction & C	onstruction	\ dministrati	ion	
Construction Documents, VDC Coordin						
·						Mooks
100% DD to 100% CD's	9/9/2025	thru	1/31/2026	20.6		Weeks
100% DD to 100% CD's	9/9/2025 Rate	thru Hrs./Week	1/31/2026 Weeks			Weeks Total
100% DD to 100% CD's Project Executi	9/9/2025 Rate ve/Director of	thru Hrs./Week Preconstruc	1/31/2026 Weeks tion	20.6 Total Hrs.	١	Total
100% DD to 100% CD's Project Executi Meetings	9/9/2025 Rate ve/Director of \$ 140	thru Hrs./Week Preconstruc 4.00	1/31/2026 Weeks tion 20.6	20.6 Total Hrs. 82.29	\$	Total 11,520
100% DD to 100% CD's Project Executi Meetings Assist in Design / Coordination	9/9/2025 Rate ve/Director of \$ 140 \$ 140	thru Hrs./Week Preconstruc 4.00 4.00	1/31/2026 Weeks tion	20.6 Total Hrs.	١	Total
Project Executi Meetings Assist in Design / Coordination Project	9/9/2025 Rate ve/Director of \$ 140 \$ 140 ect General For	thru Hrs./Week Preconstruc 4.00 4.00	1/31/2026 Weeks tion 20.6 20.6	20.6 Total Hrs. 82.29 82.29	\$	11,520 11,520
Project Executi Meetings Assist in Design / Coordination Project Project Execution Project Execution	9/9/2025 Rate ve/Director of \$ 140 \$ 140 ect General For \$ 135	thru Hrs./Week Preconstruc 4.00 4.00 7 eman 1.00	1/31/2026 Weeks tion 20.6 20.6	20.6 Total Hrs. 82.29 82.29 20.57	\$ \$ \$	11,520 11,520 2,777
Project Executi Meetings Assist in Design / Coordination Project Project Executi Project Executi Meetings Assist in Design / Coordination Prefabrication Coordination	9/9/2025 Rate ve/Director of \$ 140 \$ 140 ect General For \$ 135 \$ 135	thru Hrs./Week Preconstruc 4.00 4.00 1.00 1.00 2.00	1/31/2026 Weeks tion 20.6 20.6 20.6	20.6 Total Hrs. 82.29 82.29 20.57 41.14	\$ \$ \$	11,520 11,520 2,777 5,554
Project Execution Meetings Assist in Design / Coordination Project Project Execution Project P	9/9/2025 Rate ve/Director of \$ 140 \$ 140 ect General For \$ 135 \$ 135 \$ 135	thru Hrs./Week Preconstruc 4.00 4.00 reman 1.00 2.00 40.00	1/31/2026 Weeks tion 20.6 20.6	20.6 Total Hrs. 82.29 82.29 20.57	\$ \$ \$	11,520 11,520 2,777
Project Execution Meetings Assist in Design / Coordination Project Execution Project E	9/9/2025 Rate ve/Director of \$ 140 \$ 140 ect General For \$ 135 \$ 135 \$ 135	thru Hrs./Week Preconstruc 4.00 4.00 reman 1.00 2.00 40.00 nt	1/31/2026 Weeks tion 20.6 20.6 20.6 1.0	20.6 Total Hrs. 82.29 82.29 20.57 41.14 40.00	\$ \$ \$ \$	11,520 11,520 2,777 5,554 5,400
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April 1, 2025

Mr. Seth Cirrotti-Caruso Cochran Electric 12500 Aurora Avenue North Seattle, Washington 98133

Project: AquaSox Stadium

Everett, Washington

Subject: Electrical Engineering Fee Proposal

Dear Seth:

Thank you for including Coffman Engineers, Inc. (Coffman) on your design-build team for the AquaSox Stadium project. Our intention is to provide engineering services and document production in support of your construction efforts.

PROJECT DESCRIPTION

The AquaSox Stadium project will construct a new baseball stadium for the Everett AquaSox in downtown Everett, Washington. The new stadium is anticipated to have a new baseball field, interior concessions, and back of house support space for facility operations. The project will be performed in two parts, the first phase will take the design to a 100% Design Development (DD) level of detail for GMP pricing. The second will take the design to a 100% Construction Document (CD) level of design and construct the facility.

PROJECT SCHEDULE

The anticipated schedule and quantity of required submittals is as follows:

Schematic Design
50% Design Development
100% Design Development
50% Construction Documents
100% Construction Documents

The 100% Design Development package is anticipated to be issued the first week of September 8, 2025. The Construction Document phase is anticipated to last no longer than six months.

TERMS AND CONDITIONS

The attached *Coffman's General Terms and Conditions* will serve as our contract for services in conjunction with this proposal. Specific terms and details of this proposal will govern where there is a conflict between the two.

Mr. Seth Cirrotti-Caruso Cochran Electric April 1, 2025 Page 2

SCOPE OF WORK

This proposal includes the following electrical engineering and document production in support of Cochran Electric's Construction efforts:

- 1. Coordinate with Snohomish County PUD (SnoPUD) to provide the design the electrical service to the new stadium as.
- Site plans showing the layout of electrical devices and duct bank routing between the service transformer and main service switchboard. Site plans will also include the general routing of the SnoPUD owned feeders and vaults. The design of the site SnoPUD feeders, vaults, poles and other utility distribution will be by the Civil Engineer.
- 3. One-line drawing showing feeder and equipment sizes, available fault current values, and energy metering.
- 4. Power floor plans showing receptacles and 120V and above electrical connections for equipment installed and designed by other trades such as food service, telecom, AV, and other low-voltage systems. Branch circuit wiring will be shown with circuit numbers next to the devices.
- 5. Lighting plans showing the lighting layouts (by others) lighting control devices (occupancy sensors, switches, photocells) as well as switching and daylighting zones and branch circuit wiring with circuit numbers. Emergency lighting will be noted next to egress fixtures that require battery or generator backup.
- 6. Mechanical power plans showing mechanical equipment connections with equipment ratings and branch circuit wiring via circuit numbers next to the connections or in a mechanical equipment schedule.
- 7. The design will be completed in a manner to achieve the agreed upon LEED points assigned to the electrical discipline. Credits associated with lighting fixture selection and placement will be coordinated with the lighting designer.
- 8. Provide the design for a generator to provide NEC 700 and 702 power to the building.
- 9. Coordinate with the Owner to provide connection points for broadcasting and event power.
- 10. Attend two hours of weekly design and coordination meetings throughout the design phase.
- 11. The electrical design will be produced in Revit to a LOD of 200.
- 12. Preliminary book form Division 26 specifications.
- 13. Construction Administration Services:
 - a. Construction Observation: Answer field questions in the form of RFIs.
 - b. Submittals: Review Contractor prepared submittals related to Coffman's electrical design.
 - c. As-Built Assistance: Incorporate field red-lines into the electronic files and panel schedules.
 - d. Project Closeout: Provide a final drawing submittal package including panel schedules in PDF and AutoCAD format.

Mr. Seth Cirrotti-Caruso Cochran Electric April 1, 2025 Page 3

ASSUMPTIONS, EXCLUSIONS AND EXCEPTIONS

- 1. This proposal assumes that all electrical engineering will be completed at the same time and there will be no phasing within the project scope.
- 2. This proposal is based on a Construction Cost of no more than \$55 million. If the GMP final approved construction cost exceeds that value Coffman will require additional services.
- 3. The facility will not be designed to NetZero or Living Building standards.
- 4. Specification and placement of all site, stadium, and field luminaires assumed to be by others and excluded.
- 5. Design work for duct bank routing, utility poles, utility vaults, and other infrastructure associated with the electrical utility upstream of the utility transformer is assumed to be by the Civil Engineer. Coffman will show general routing for reference.
- 6. Design of all low-voltage systems (telecommunications, AV, fire alarm, building controls, etc.) are excluded unless specifically indicated as being provided by Coffman under the Scope of Work above. Coffman will coordinate with the low-voltage designer to provide 120V and higher voltage power to the low-voltage system equipment.
- 7. This proposal covers the design of the initial facility and does not include work associated with the buildout for future tenant improvements for concessions or other tenants that will be designed into the facility after Design Development phase.
- 8. Effort associated with Value Engineering after the 100% DD phase is excluded.
- 9. Effort associated with commissioning and performance testing are excluded from this proposal.
- 10. The project is anticipated to be LEED certified. Documentation and submission for LEED credits will be by others. Coffman will work to provide an electrical design that accommodates credits noted under the Scope of Services. Other credits, including credits associated with renewable energy, are excluded from this proposal.
- 11. The project will be designed in Revit to a LOD of 200. Coffman's modeling will be limited to the electrical distribution equipment. Modelling of feeders, branch circuits, cable trays, conduit racks, and other systems are excluded. Coffman's model will be utilized for spacing planning purposes only and the final installation modeling, construction clash detection, and other modeling to support construction activities will be by Cochran Electric.
- 12. Coffman will provide preliminary fault current calculations as required for permitting purposes. Final fault current calculations, arc flash and coordination studies will be by others.
- 13. Photovoltaic systems, if required, will be design-build by the photovoltaic installer. Coffman will coordinate system size and pathway back to the main service.
- 14. Design associated with generator fueling systems other line voltage power required to fuel pumps and ancillary equipment is excluded.
- 15. Coffman will receive frozen architectural backgrounds (walls, doors, and RCPs locked) and mechanical/plumbing electrical coordination drawings 15 business days prior to the milestone submittals noted above. Changes that occur after receiving the backgrounds may

Mr. Seth Cirrotti-Caruso Cochran Electric April 1, 2025 Page 4

not be incorporated and information will be minor, and Coffman will be notified of the change when it occurs.

- 16. Coffman will receive mechanical, food service, plumbing, and low-voltage system coordination drawings three weeks prior to the 100%CD set, and two weeks prior to the IFC set. These drawings will show all required equipment that needs an electrical connection. Each piece of equipment will have a voltage and load (Amps, kW, or kVA) indicated.
- 17. Significant schedule changes, major electrical system standard revisions and/or changes which may require completed work to be revised shall be considered as changes in the Scope of Work.
- 18. Refer to Attachment A for the level of design anticipated to be included in the 100% Design Development/GMP milestone.
- 19. Security, Fire Alarm and AV system design will be by others. Coffman will coordinate infrastructure support to the extent necessary.
- 20. Changes to other disciplines drawings and Owner changes that impact the electrical design drawings after the IFC set will be additional services.
- 21. All construction cost estimates, construction scheduling and planning/provisions for temporary electrical building support systems during construction are excluded from this proposal.
- 22. All involvement with Commissioning is excluded.
- 23. Work with the utility to obtain potential energy rebates and/or subsidies for energy conservation will be provided by others.
- 24. Design of temporary power for construction is excluded from this proposal.

FEE

Our compensation for providing the Scope of Work and Construction Administration Services for the electrical design of this project will be a lump sum of **One Hundred Ninety-Eight Thousand Dollars (\$198,000)**. This fee will be billed monthly based on a percentage of the project completed. The following is a breakdown of our fee:

Design Development: \$99,000
Construction Documents: \$59,400
Construction Administration: \$39,600
Total \$198,000

REIMBURSABLE EXPENSES

Reimbursable expenses as defined in *Coffman's General Terms and Conditions* will be billed at actual cost-plus ten percent. The anticipated amount for reimbursable expenses is **\$200** which is in addition to our fee for the Scope of Services noted above.

LABOR RATE SCHEDULE: See attached.

Mr. Seth Cirrotti-Caruso Cochran Electric April 1, 2025 Page 5

NOTICE TO PROCEED

Upon your concurrence with this proposal, please sign and return a copy of this proposal and initial and return the attached *Coffman's General Terms and Conditions* to this office for our records and as our Notice to Proceed.

Thank you again for including Coffman Engineers, Inc. on this project. Please call me directly at 206-521-0728 if you have any questions.

Sincerely,

COFFMAN ENGINEERS, INC.

Benjamin R. Maxwell, P.E. Principal, Electrical Engineering

brm:rzd Enclosures

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APPROVED AND ACCEPTED BY:				
COCHRAN ELECTRIC				
Signature				
Title				
Date				



Proposal #252360 AquaSox Stadium Everett, Washington Electrical Fee April 1, 2025

Coffman's General Terms and Conditions

These General Terms and Conditions, as well as the terms in the proposal delivered to you, make up the "Agreement" as referenced herein. The term "Client" refers to the entity referred to in the proposal that is obtaining Coffman's professional services.

- 1. <u>Basic Services</u>: Coffman will provide Client "Basic Services," which are more particularly described in the Proposal attached hereto. The Basic Services will be provided in phases as defined in the attached Proposal. Coffman's Basic Services will be performed in accordance with applicable laws, codes, and standards currently in effect as of this Agreement's Effective Date.
- Additional Services: Services not expressly identified as Basic Services, services expressly outside the scope of Basic Services, or services identified as "Additional Services" in the attached proposal shall be considered "Additional Services." Additional Services may be required for the Project. Coffman may notify Client if it believes Additional Services are required on the Project and shall notify Client before performing any Additional Services. Coffman shall not be required to perform Additional Services pursuant to this Agreement unless Client provides written authorization for Coffman to proceed with the Additional Services and Coffman agrees to perform such Additional Services. Coffman's performance of Additional Services shall entitle Coffman to additional compensation pursuant to (i) the rate and reimbursable expense schedules in the attached proposal (ii) an appropriate adjustment in Coffman's schedule for completion. Additional Services and Basic Services may be collectively referred to herein as "Services."
- 3. Reimbursable Expenses: Expenses other than salary costs that are directly attributable to Coffman's Services ("Reimbursable Expenses") will be invoiced as described in the attached proposal and or the reimbursable schedule, or, if not listed in these documents, at Coffman's cost plus a 10% markup. Reimbursable Expenses include but are not limited to expenses related to out of town travel, long distance phone charges, postal and shipping charges, personal and rental car usage, job related supplies, and printing/reproduction costs.
- **Subcontractors**: Coffman may, at Coffman's sole discretion, utilize other firms or consultants, if necessary, to complete the Services. The cost of any subconsultant services shall be subject to a 10% markup or as otherwise agreed upon to cover Coffman's overhead expenses.
- 5. <u>Time of Performance</u>: Coffman's Services pursuant to this Agreement are to commence upon the Agreement's Effective Date and continue until agreed upon Services are completed or the Agreement is terminated. Coffman will perform its Services with due and reasonable diligence consistent with sound professional practices. Coffman shall not be responsible for failure to perform its Services if (i) there is a failure or delay by Client or its contractors, employees, or agents in providing Coffman with the necessary access to documentation or information; (ii) Client causes delays in any manner, whatsoever; (iii) such failure is due to any force majeure, fire, inclement weather, act of governmental authority, or any other cause reasonably beyond Coffman's control. In any of these events, Coffman's time for completion of its Services shall be extended accordingly.
- 6. <u>Standard of Care</u>: Coffman shall perform Services in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographical area. CLIENT ACKNOWLEDGES AND AGREES THAT COFFMAN HAS MADE NO OTHER IMPLIED OR EXPRESS REPRESENTATION, WARRANTY, OR CONDITION WITH RESPECT TO THE SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT.

7. Compensation:

- A. Compensation to be paid Coffman shall be in accordance with the Agreement and attached appendices. Coffman shall submit monthly invoices to Client. Invoices shall be due and payable by Client immediately upon receipt.
- B. Invoices not paid within thirty (30) days of receipt will be considered delinquent, and Client will be liable to Coffman for a late charge accruing from the date of such invoice to the date of payment at the lower of twelve (12) percent per annum or the maximum rate allowed by law and Client agrees to pay such late fee.
- C. If Client fails to pay Coffman's invoices for fees and/or Reimbursable Expenses when they become due, other than in connection with a good faith dispute of the amount owing or due Coffman's breach of this Agreement, Coffman may suspend performance of its Services pursuant to this Agreement following three (3) days written notice to Client of such non-payment until Coffman is paid in full for all invoices due. In the event of such suspension for non-payment, Coffman's time for completion of its Services shall be extended accordingly.
- D. Further, if Client fails to pay Coffman's invoices for fees and/or Reimbursable Expenses when they become due, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, Coffman may elect to terminate this Agreement and performance of Services immediately following written notice from Coffman to Client. Notwithstanding any such termination of services, Client shall pay Coffman for all services rendered by Coffman up to the date of termination of Services plus all interest and termination costs and expenses incurred by Coffman.
- E. Client agrees that it will reimburse Coffman for any costs and attorneys' fees (including in-house counsel costs) Coffman incurs in any proceedings involving Client's delinquent invoice payments or nonpayment.
- 8. <u>Termination</u>: Notwithstanding any other section of this Agreement, either party may terminate this Agreement by fifteen (15) days written notice. If Client elects to terminate this Agreement, Client shall pay Coffman in full for all Services performed and Reimbursable Expenses incurred up to the date which Coffman receives written termination notice, plus all termination costs and expenses incurred by Coffman. If Coffman elects to terminate this Agreement, Client shall pay Coffman in full for all Services performed and Reimbursable Expenses incurred up to the termination date.
- **9.** <u>Insurance</u>: Coffman shall at its own cost and expense procure and maintain for the duration of this Agreement the following insurance policies:
 - A. <u>Commercial General Liability Coverage</u>: \$1,000,000 per occurrence and \$2,000,000 aggregate coverage for bodily injury, personal injury, and property damage.
 - B. <u>Automobile Liability Coverage</u>: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - C. Workers' Compensation Coverage: Coffman shall maintain Workers' Compensation insurance for its employees in accordance with the laws of the state where the services are being performed.
 - D. <u>Professional Liability Coverage</u>: Coffman maintains professional errors and omissions coverage in an amount of \$1,000,000 on a claim made annual aggregate basis.

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Certificates of insurance reflecting such coverage may be produced by Coffman upon request. Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverages held by either party to this Agreement.

- 10. <u>Limitation of Liability</u>: To the fullest extent permitted by law, Coffman and Client agree to limit the liability of Coffman and its subconsultants to Client for any and all causes of action, claims (including but not limited to claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes related to Coffman's Services, so that the total aggregate liability of Coffman and its subconsultants to all those named shall not exceed \$50,000 or Coffman's total fee for Services, whichever is greater, in any event.
- 11. Indemnity: Subject to the limitation of liability mutually negotiated in this Agreement, Coffman shall indemnify Client from damages resulting from third party claims solely to the proportionate extent they are proximately caused by Coffman's negligent performance of Services pursuant to this Agreement. Coffman's indemnity obligations shall not require it to indemnify Client for Client's sole negligence or reckless or willful misconduct. If damages are caused by, result from, or relate to the concurrent negligence of Client or a third party not directly controlled by Coffman, Coffman's indemnity obligations shall be strictly limited to the extent of its proportionate negligence as established by a court of competent jurisdiction or arbitrator.
- Ownership of Documents: All reports, field data, field notes, test data, calculations, drawings and specifications, estimates, CAD drawing files, and other documents prepared by Coffman, its officers, employees, agents, and subcontractors in the course of implementing this Agreement (collectively "Instruments of Service") shall remain Coffman's property. Coffman grants Client a nonexclusive license to use the Instruments of Service solely and exclusively in connection with Client's use on the Project, provided that Client substantially performs its obligations pursuant to this Agreement, including prompt payment of all sums when due to Coffman. Client agrees to indemnify and hold Coffman harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses), accruing or resulting to any persons, firms, or other legal entities on account of any damages or losses to property or persons including death and/or economic loss, arising out of the unlicensed or unauthorized use, transfer, or modification of the Instruments of Service.
- **13.** <u>Jobsite Safety</u>: Coffman will not supervise, direct, control, or have authority over or be responsible for construction means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto on the Project or for any failure of Client to comply with applicable laws and regulations.
- 14. <u>Hazardous Materials</u>: Client acknowledges that Coffman has no expertise in and is not being retained for the purposes of investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. Client agrees to indemnify and hold harmless Coffman from and against any and all claims, losses, damages, liability, and costs, (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses) arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liabilities as may arise out of the sole negligence of Coffman in the performance of services pursuant to this Agreement.
- **15.** <u>Mutual Consequential and Punitive Damages Waiver:</u> Neither Coffman nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party or to any third party. No punitive or exemplary damages of

- any kind shall be recoverable against either party under any circumstances.
- **16.** <u>Assignment</u>: Except as expressly provided for herein, neither Party will assign this Agreement, any right arising out of it, or the performance of obligations hereunder, without the written consent of the other. Nothing contained in this Agreement will create a contractual relationship with, or cause of action in favor of, any third party.
- 17. <u>Severability</u>: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the laws of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected and shall remain in full force and effect.
- **18.** Governing Law: This Agreement shall be governed by the law of the location of Coffman's office identified in the attached Proposal, without regard to conflict of law principles.
- **19.** <u>Headings</u>: The headings in this Agreement are for convenience of reference only and shall not be deemed to be a part of this Agreement or limit or otherwise affect the construction, interpretation, or meaning thereof.
- **Dispute Resolution**: All claims, disputes, controversies, or matters in question arising out of or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, with the exception of those disputes that arise out of or are related to collection matters or fees alone pursuant to this Agreement (collectively "Disputes"), shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any Disputes, Coffman and Client shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. The mediator shall be located in the same county as Coffman's office listed in this Agreement, unless the Parties otherwise agree. In the event the Parties fail to mutually agree on a mediator, within ten (10) calendar days of a mediation request, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either Party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party as determined by an arbitrator or court of competent jurisdiction shall be entitled to recover its reasonable litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses, and attorneys' fees.

- **21.** <u>Amendments</u>: This Agreement may be modified or amended only by a written document executed by both Coffman and Client.
- **22.** <u>Interpretation of Agreement</u>: This Agreement shall be interpreted as though prepared by all Parties thereto and shall not be construed unfavorably against either Party.
- **23.** <u>No Third-Party Beneficiary</u>: This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any third party not a party to this Agreement.
- **24.** Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between Client and Coffman. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
- **25.** <u>Waiver</u>: No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Party may have hereunder.

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Seattle Office Billing Rate Schedule

Effective January 1, 2025

PERSONNEL	HOURLY RATES
Clerical	\$90
Project Assistant	\$90
Project Coordinator	\$110
Project Administrator	\$130
Engineering Intern	\$100
Engineering Technician	\$125
Drafter I	\$105
Drafter II	\$115
Designer I	\$130
Designer II	\$145
Designer III	\$160
Senior Designer	\$180
Project Manager	\$210
Senior Project Manager	\$245
Engineer I	\$145
Engineer II	\$165
Engineer III	\$185
Senior Engineer	\$205
Senior Discipline Engineer	\$245
Discipline Manager	\$240
Senior Discipline Manager	\$255
Principal	\$265
Principal Advisor I	\$205
Principal Advisor II	\$265
Senior Lighting Designer	\$185
Senior Crane/Welding Specialist	\$255
Technician I (A)	\$105
Consultant I (A)	\$125
Consultant II (A)	\$145
Consultant III (A)	\$185
Senior Consultant (A)	\$205
Commissioning Technician I	\$145
Commissioning Technician II	\$165
Commissioning Specialist	\$180
Commissioning Engineer	\$190
Commissioning Project Manager	\$210

These rates are effective through December 2025



Seattle Office Reimbursable Expenses Schedule

Effective January 1, 2025

Reproduction Costs

Copies – 8 ½" x 11", 8 ½" x 14" (per page): \$0.10 Copies – 11" x 17" (per page): \$0.15

System Charges

Plots:

Size	Paper Plots
11" x 17"	\$0.75/plot
18" x 24"	\$1.50/plot
24" x 36"	\$3.00/plot
24" x 48"	\$4.00/plot
30" x 42"	\$4.50/plot
36" x 48"	\$6.00/plot
36" x 60"	\$7.50/plot

<u>Computer Charges from Other Systems</u>: Billed at 1.10 times cost

Auto Mileage Reimbursement Per Current Federal Guidelines: 70.0 cents per mile

Equipment, Supplies, and Other Services

Charges for miscellaneous expenses such as long distance or toll telephone calls, postage and shipping charges, telegrams and messenger service, permits, licenses, and fees paid for securing approval of authorities having jurisdiction over the project will be billed at 1.10 times cost.

Charges for services, equipment, travel, and facilities not furnished directly by Coffman Engineers, Inc., and any unusual items of expense not customarily incurred in our normal operations, are computed on the basis of cost plus 10 percent. Such items include, but are not limited to, surveying services, services of testing laboratories, and unnamed specialist consultants.

3D Scanner: \$130/Hourly Rate



Attachment A - Anticipated Completed Design Tasks/Items for 100% DD:

- 1. Provide the design drawings as follows:
 - Site plan showing the following:
 - Exterior receptacle layout.
 - Exterior luminaire locations and luminaire types.
 - o Exterior equipment connections for site power.
 - SnoPUD utility transformer and connection from the transformer to the main service switchboard.
 - General routing of the primary feeder to the transformer. Detailed work associated with the duct bank design, vault design, and other utility owned infrastructure is assumed to be shown on the Civil Drawings.
 - Lighting plans showing the following:
 - Luminaire layout and luminaire tags for all areas.
 - Lighting control devices laid out for all areas and designed per the Washington State Code.
 - Switching zones and daylight zones.
 - Locations of exit signs.
 - Luminaire Schedule indicating fixture manufacturer and model series and wattages the lighting design was based around.
 - Power plans showing the following:
 - Receptacle layouts for all areas.
 - Connections for all known equipment requiring power such as elevators, fire alarm panels, refrigerators, copiers, coffee makers, trach compactors, dock levelers, motorized doors, etc....
 - Notation of generator backed devices.
 - Electrical circuiting maps showing which areas of the facility and site are fed from which panelboards.
 - Electrical distribution equipment on the one-line and not shown in an enlarged plan located on the floor plans.
 - o Location of generator fuel fill station.
 - Location of temporary generator connection cabinet.
 - Electrical rooms coordinated with the architect and adequately sized for the equipment.
 - Electrical vehicles rough-in and day one charging locations.
 - HVAC & Plumbing power plans showing the following:
 - Equipment connections and disconnects for each piece of mechanical and plumbing equipment.
 - Electrical voltages and equipment rating for each piece of mechanical and plumbing equipment.
 - Notation of which equipment is generator backed and which branch of the generation system it is on.
 - Food Service/Concessions Plans showing the following:



- Locations and types of devices/connections needed to power food service equipment.
- A kitchen equipment schedule showing the power requirements for each piece of food service equipment.
- Enlarged plans for all electrical rooms showing the following:
 - Electrical equipment layouts with working clearance noted.
 - o Utility vault layouts with SCL required clearances noted.
- One-line diagram for the entire electrical distribution system including the following:
 - Panelboard, meter center, transformers, and switchboards with ampacities and equipment ratings.
 - Feeder schedule and all feeders tagged.
 - Generator and ATS's with sizes shown.
 - Generator fuel calc.
 - o Fire pumps and pump sizes shown.
 - Feeders that require 2-hour protection noted.
 - o Energy meters needed meet the Washington State energy Code
 - o Preliminary fault currents shown.
 - o Equipment names following a naming convention designated by the engineer.
- Grounding riser diagram included.
- Preliminary load calculations for the facility.
- Panel Schedules with panel ratings and AIC values, branch breakers will not be defined, and loads will not be included.
- 2. Excluded from CD"s but not limited to are the following items:
 - Branch circuit wiring for all equipment, receptacles and luminaires.
 - Construction wiring diagrams and details, if required.
 - Non-Residential Energy Code Compliance Forms.

801 Valley Ave. NW, Suite D, Puyallup, WA 98371
Phone: (253) 840-9900 | Fax: (800) 591-4382

REDHAHF901QP

April 1, 2025

Bayley Washington MBE M1F0027970

Federal DBE D1F0027970

King County Small Business SCS No. 1427

Attention: Hans Hansen

Reference: Everett Multipurpose Stadium - Design Documents GMP

We are pleased to submit our proposal on the fire protection system for the above referenced project. Red Hawk Fire Protection, LLC will design, provide, and install the fire protection system for the sum of:

Price Breakdown	
Design Phase I	\$30,606
Permit	\$3,840
Design Phase II	\$30,606
Construction Interior	\$491,212
Five Foot Outside	\$9,988
Total	\$566,252

Addendums noted - None

This price does not include sales tax and will remain in effect for thirty (30) days, after which time it will be subject to our review. Please refer to the attached "Scope of Work" for specific inclusions, exclusions, and conditions of this proposal.

All work performed shall be in accordance with NFPA Standards and applicable state codes and shall meet the inspection and acceptance of the owner/architect.

Should you have any questions regarding this proposal, please do not hesitate to contact us. We look forward to hearing from you regarding scheduling of design and installation.

Sincerely,

Dan Radloff

Red Hawk Fire Protection, LLC

Scope of Work

- 1. Red Hawk Fire Protection will provide design, fabrication, materials, and installation for an automatic fire protection system per the plans and specifications.
- 2. The price is based on an approximate square footage of 72,000.
- 3. The system shall be bidder designed.
- 4. The fire protection system is designed to meet the following design criteria as established by the local fire department and NFPA Chapter #13.
- 5. Red Hawk Fire Protection, LLC start point is with flange located 6" above grade inside the building.
- 6. All necessary testing, permits, inspections, and related fees.
- (1) Two-way rough brass fire department connection mounted on outside wall within ten feet of riser location.
- 8. (1) Wet System: Riser consisting of water flow switch, control valve, tamper switch, drain valve and signage.
- 9. Dry System
 - a. (1) Riser consisting of a dry pipe valve, control valve, tamper switch, pressure switch, drain valve and signage.
 - b. (1) Air compressor with tank.
- 10. (1) Backflow assembly located inside building in riser room.
- 11. Coring / Sleeves.
- 12. Fire Stopping
- 13. Class I standpipe(s) equipped with 2.5" angle hose valve, cap and chain. Located in every required stairwell.
- 14. Fire Pump
 - a. (1) Electric Fire Pump, Three-phase, 460-volt.
 - b. (1) Controller for main fire pump
 - c. (1) Transfer switch
 - d. (1) Jockey Pump, Three-phase, 3-phase, 460 volt and controller.
 - e. Test header
 - f. Flow meter
- 15. Underground:
 - a. Fire Foot out underground price consists of a straight run of pipe starting five feet from the building line to a flange located inside the building. Offsets necessary by RHFP to meet underground supply will be an additional cost.
 - b. Location of water supply flange to be located within 5' of the exterior wall.

Design

Price is based on an acceptable water flow.

Price is based on the water flow of ## PSI Static Pressure ### PSI Residual Pressure flowing ### GPM.

Pipe sized for and sprinklers spaced to the following:

Location	Hazard	Density	<u>'</u>
Public Space	Light	.10	over the most remote area.
Retail	Ordinary II	.20	over the most remote area.

Sprinkler Heads

Location	Size	Response	Finish	Туре
Finished Ceilings	1/2"	Quick	Chrome	Semi Recessed
Exposed	1/2"	Quick	Bronze	Upright

Conditions

- 1. All work is to be performed during normal working hours (6:00 a.m. 6:00 p.m.) unless other arrangements are made.
- 2. Work area to be always accessible.
- 3. Water to be installed to riser room prior to any testing of the fire sprinkler system.
- 4. The pendent sprinklers shall be centered in ceiling tile modules in the 2-0 direction.
- 5. Sprinklers are to be installed to provide adequate coverage per code. Single sprinklers will not necessarily be centered, or symmetrical with respect to lights, diffusers, smoke detectors, etc. Sprinklers will be symmetrically aligned in corridors.
- 6. Drain piping to be run to an open-air discharge point within ten feet of the drain valve or device served.
- 7. This proposal is based upon installation being made from finished unobstructed concrete floors by using A-ladder, forklift, or scissor lift at Red Hawk Fire Protection, LLC's option.
- 8. This proposal is based on Red Hawk Fire Protection, LLC receiving AUTOCAD backgrounds from all trades in a timely manner, without cost.
- It is the owner's responsibility to maintain adequate heat in all areas protected by the wet pipe sprinkler system.
- 10. The construction standpipes are permanent standpipes. The stairs must be constructed and keep pace with the building erection for the installation of the standpipe system will be aligned with the construction standpipe requirements.
- 11. Material pricing is based on the current market with 5% escalation. Should material pricing, specifically steel pipe, exceed this factor, RHFP will be compensated for the increases.

Exclusions

- 1. Fire sprinklers above finished ceiling area. If a heat detection system is required additional sprinklers above these areas may be used for this requirement and they would be installed as an extra to our original contract price.
- 2. Fire sprinkler head layout does not include ceiling fans or potential future ceiling fans.
- 3. FPE Fire Protection Engineer stamp or review.
- 4. Seismic structural and civil review by professional engineer and modifications to the building structure.
- 5. All painting desired or required, including cleaning of piping, and protection of the installed sprinkler heads from paint.
- 6. All electrical wiring of any kind. Including work necessary to place specified electronic alarms in service including supervisory alarm system, central station monitoring and fire life safety systems and 120 VAC power to the control panels or air compressor.
- 7. Pre-action systems.
- 8. Clean Agent systems.
- 9. Hood suppression systems.
- 10. Pipe identifications except that required by NFPA code. Pipe markings for exposed standpipes in egress pathways.
- 11. Underground piping beyond 5 feet on the building.
- 12. Underground excavation and backfill.
- 13. Sleeves or caulking of sleeves.
- 14. Cost of bond
- 15. Water Storage tank
- 16. Fire Pump transfer switch in not required or included.
- 17. Beam penetrations.
- 18. Permanent or temporary fire extinguishers and cabinets.
- 19. Heat tape and insulation of fire mains.

BAYLEY

Everett Multipurpose Stadium

Everett,Wa

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Weekly Clean-Up Estimate			0	0 \$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 06	
Dumpster Rental			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 06	
Dumpster Dump Fees			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$850.00	\$0		\$0 06	
Janitorial Services			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 06	
Final Clean-Up Estimate -Bldg.			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 06	
Final Clean-Up Estimate - Site			0 LSUI			\$0	\$0.00	\$0	\$0.00	\$0		\$0		\$0 06	
Final Clean-Up Estimate - Parking			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 06	
Hauling To & From Job			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 06	
Hauling - Job			0	\$0.00)	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 06	
BERCO			0 MO	\$0.00		\$0	\$0.00	\$0	\$3,000.00	\$0	\$0.00	\$0		\$0 06	
			0	\$0.00)	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 06	
07 - Inspection and Quality Control			-											\$0	
Quality Control System			0	0 \$0.00) !	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 07	
Quality Program Set-Up			0	\$0.00) !	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 07	
Quality Program Awards			0	\$0.00) :	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 07	
Testing (By Owner)			0	\$0.00) :	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 07	
Concrete Testing Work			0	\$0.00) !	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 07	
Soils Testing Work			0	\$0.00)	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 07	
Asphalt Testing Work			0	\$0.00) :	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 07	
Steel Testing Work			0	\$0.00) 9	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 07	
Spray Fireproofing Work			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 07	
Leak Test Structures			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 07	
Air Barrier Testing			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 07	
3rd Party Water Infiltration Testing			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 07	
Disinfect Structures			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 07	
SWPP Inspections			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 07	
Third Party Crane Inspections			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 07	
			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 07	
			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 07	1
08 - Temp. Heat and Protection			-	φ0.00		()	Ψ0.00	70	70.00	70	70.00	7.7	73.00	\$0	
Building Temp Heat			0	\$0.00)	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 08	
Temp Heating For Subcontractors			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 08	1
Heaters			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 08	
Fuel			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 \$0		\$0 08	
Fire Watch		+	0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 08	
Ext. Bldg. Enclosure - Set			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 \$0		\$0 08	
Ext. Bldg. Enclosure - Remove			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 \$0		\$0 08	
Snow Removal			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 \$0		\$0 08	
Fuel Piping - Highrise - Set			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 \$0		\$0 08	
Fuel Piping - Highrise - Sec		+	0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 \$0		\$0 08	
Masonry Heating & Prot.		1	0	\$0.00		\$0	\$0.00	\$0 \$0	\$0.00	\$0 \$0	\$0.00	\$0 \$0		\$0 08	
Curing Blankets			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0 \$0	\$0.00	\$0 \$0		\$0 08	
Heaters			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 \$0	\$0.00	\$0 08	
Fuel			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0 \$0	\$0.00	\$0 \$0		\$0 08	
Fire Watch			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 \$0		\$0 08	
Ext. Bldg. Enclosure - Set			0	\$0.00		\$0	\$0.00	\$0 \$0	\$0.00	\$0 \$0	\$0.00	\$0 \$0		\$0 08	
Ext. Bldg. Enclosure - Sec Ext. Bldg. Enclosure - Remove			0	\$0.00		\$0	\$0.00	\$0 \$0	\$0.00	\$0 \$0	\$0.00	\$0 \$0		\$0 08	
			0	\$0.00			\$0.00		\$0.00		\$0.00				
Temp Heat Permits			0	\$0.00		\$0		\$0 ¢0		\$0		\$0 ¢0		\$0 08	
Building Heating (Temp.)			0	\$0.00		\$0	\$0.00	\$0 ¢0	\$0.00	\$0	\$0.00	\$0 ¢0		\$0 08	
Building Heating (Perm.)			0	\$0.00		\$0	\$0.00	\$0 ¢0	\$0.00	\$0	\$0.00	\$0 ¢0		\$0 08	
00 T I			U	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 08	
09 - Travel			-	+0.0		+0	+0.00		+0.00	+0	+0.00	+0	+0.00	\$0	
Cranes			0 MO	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Tower Crane			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Tower Crane Anchors			U	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 *0		\$0 09	
Tower Crane Foundation			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 *0		\$0 09	
Tower Crane Up/Down			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Tower Crane Climber to jack tower cranes			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 #0		\$0 09	
Tower Crane Tie-Offs			U	\$0.00		\$0	\$0.00	\$0 ¢0	\$0.00	\$0	\$0.00	\$0 ¢0		\$0 09	
Tower Crane Freight			U	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 #0		\$0 09	
Tower Crane Elect Service			0	\$0.00		\$0	\$0.00	\$0 ¢0	\$0.00	\$0	\$0.00	\$0 #0		\$0 09	
Tower Crane Charater			U	\$0.00		\$0	\$0.00	\$0 ¢0	\$0.00	\$0	\$0.00	\$0 ¢0		\$0 09	_
Tower Crane Operator			U	\$0.00		\$0 ¢0	\$0.00	\$0 ¢0	\$0.00	\$0	\$0.00	\$0 ¢0		\$0 09 ¢0 00	+
Tower Crane Coordinator / Rigger			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 *0		\$0 09	
Misc. Tower Crane Expenses			0	\$0.00		\$0	\$0.00	\$0 ¢0	\$0.00	\$0	\$0.00	\$0 ¢0		\$0 09	_
3rd Party Crane Inspections			U	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 *0		\$0 09	
RT Hydro Crane			U	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 *0		\$0 09	
Third Party Crane Inspections			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 *0		\$0 09	
Crane Frt In/Out, Setup			U	\$0.00		\$0	\$0.00	\$0 \$0	\$0.00	\$0	\$0.00	\$0 #0		\$0 09	
Crane Frt In/Out, Setup			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 *0		\$0 09	
Crane Pads			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Rigging/Lifting Devices			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Crane Operator			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Crane Coordinator / Rigger			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Crane Oiler			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Hoists			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Man/Material Hoist Single Cab			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 09	
Man/Material Hoist Double Cab			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Hoist Anchors			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Hoist Foundation			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Hoist Up/Down			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Hoist Jumps			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Hoist Platforms			0	\$0.00		\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
Hoist Freight In/Out			0	\$0.00) :	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0		\$0 09	
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Design-Build Contract for Everett Outdoor Events Center Exhibit C - Phase 1A Work and Fee Proposal

Hoist Elect Service	1		٥	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 09	1
Hoist Elect Bills			0	\$0.00	\$0 \$0	\$0.00			\$0 \$0	\$0.00	\$0 \$0	\$0.00	\$0 09	
Hoist Operator (1 Cage)			0	\$0.00	\$0	\$0.00		\$0.00	\$0 \$0	\$0.00	\$0 \$0	\$0.00	\$0 09	
Hoist Operator (2 Cage)			0	\$0.00	\$0	\$0.00			\$U #0	\$0.00		\$0.00	\$0 09	
			0	\$0.00		\$0.00			\$0	\$0.00	\$0	\$0.00		
Hoist Insurance			0		\$0				\$0		\$0		\$0 09	
Hoist Third Party Inspections			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Temporary Use of Elevator			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Forklifts			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
RT Fork Lift			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Warehouse Fork Lift			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Forklift Operator			0	\$0.00	\$0	\$0.00	\$0		\$0	\$0.00	\$0	\$0.00	\$0 09	
Pickups			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 09	
Job Site Pickup			0 MO	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Fuel			0 GAL	\$0.00	\$0	\$5.25	\$0		\$0	\$0.00	\$0	\$0.00	\$0 09	
All Terrain Vehicles			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 09	
Kawasaki Mule			0	\$0.00	\$0	\$0.00	\$0		\$0	\$0.00	\$0	\$0.00	\$0 09	
Air Compressor Rental			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 09	
185 CFM (D) tow behind			0	\$0.00	\$0	\$0.00	\$0		\$0	\$0.00	\$0	\$0.00	\$0 09	
Welders	1		0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
200 Amp (G) Welder	1		0	\$0.00	\$0	\$0.00	\$0		\$0	\$0.00	\$0	\$0.00	\$0 09	
Generators	1		ő	\$0.00	\$0	\$0.00	\$0		\$0	\$0.00	\$0	\$0.00	\$0 09	
Multiquip 45 KW	1		0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 09	
Multiquip 60 KW			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 09	
Multiquip 25 KW			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Amida Light Plant			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Misc. Equipment	1		0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Bobcat 763			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	+
Tennant Sweeper			0	\$0.00	\$0 \$0	\$0.00			\$0	\$0.00	\$0 \$0	\$0.00	\$0 09	+
Dewatering Equipment			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0 \$0	\$0.00	\$0 09	
Radio Base Station			0	\$0.00	\$0	\$0.00			\$0 \$0	\$0.00	\$0 \$0	\$0.00	\$0 09	
Radios Radios			0									\$0.00		
			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0		\$0 09	
Concrete Power Buggies			0	\$0.00	\$0	\$0.00	\$0		\$0	\$0.00	\$0	\$0.00	\$0 09	
Finishing Mach. & Blades			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Concrete Vibrators			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Misc. Power Equip% X Lab			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Small Tools% X Lab			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
Repairs & Maintenance			0	\$0.00	\$0	\$0.00		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 09	
			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 09	
			0	\$0.00	\$0	\$0.00	\$0		\$0	\$0.00	\$0	\$0.00	\$0 09	
Travel Allowance		Allowance	0 LS	\$0.00	\$0	\$7,500.00	\$0	\$0.00	\$0	\$80.00	\$0	\$0.00	\$0 03	
10 - Sales & Use Taxes			-										\$0	
Material Sales Tax			0 MO	\$0.00	\$0	\$0.00	\$0		\$0	\$0.00	\$0	\$0.00	\$0 10	
Equipment Use Tax			0	\$0.00	\$0	\$0.00	\$0		\$0	\$0.00	\$0	\$0.00	\$0 10	
			0	\$0.00	\$0	\$0.00			\$0	\$0.00	\$0	\$0.00	\$0 10	
			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 10	
Summary			-											
Supervision and Administration			1 LS		\$256,748		\$0		\$0		\$0		\$256,748	
Misc. / Investigation			1 LS		\$0		\$30,000		\$0		\$0		\$30,000	
Plans and Printing			1 LS		\$0		\$0		\$0		\$0		\$0	
Travel			1 LS		\$0		\$0		\$0		\$45,000		\$45,000	
Safety and First Aid			1 LS		\$0		\$0		\$0	ĺ	\$0		\$0	
Temporary Facilities			1 LS		\$0		\$0		\$0		\$0		\$0	
Building Services and Clean Up			1 LS		\$0		\$0		\$0		\$0		\$0	1
Inspection and Quality Control			1 LS		\$0		\$0		\$0		\$0		\$0	1
Temp. Heat and Protection	1		1 LS		\$0		\$0	i	\$0		\$0		\$0	
Equipment and Transportation	1		1 LS		\$0		\$0		\$0		\$0		\$0	
Sales & Use Taxes	1		1 LS		\$0		\$0		\$0		\$0		\$0	
THIS A SECTIONS		1	1 120		Ψ0		Ψ0	I	Ψ ′	i		Total	\$331.748	1

Total \$331,748



LAND SURVEYING • LAND USE PLANNING • CIVIL ENGINEERING • WETLAND SERVICES

Bayley Construction Maiya Loucks 8005 SE 28th St Mercer Island, WA 98040 P25HRM0128 February 19, 2025 206-949-8626 maiya.loucks@bayley.net

Harmsen, LLC (HARMSEN) appreciates your interest in having us provide professional services for the property located in Everett, WA. Based on discussions with you and our understanding of the project `needs, we propose the following:

SCOPE OF SERVICES:

- Perform a boundary and topographic survey for 28 properties and Right of Way per client provided scope and markup, attached, for the purpose of proposed Outdoor Multipurpose Stadium:
- Review City provided title report and plot easements, if any;

FIXED FEE: \$70,820

• 3rd Party underground utility locate service;

Estimated Time & Materials: \$20,750

ASSUMPTIONS:

- No corners will be set at this time;
- Client to provide a copy of the title report. Harmsen can coordinate ordering for an additional fee if needed;
- The above estimate does not include any City, County or recording fees or any other
 professional services. A proposal for Civil Engineering, Wetland Studies and Construction
 Staking can be provided if needed;

Before beginning the project, we will need this proposal letter initialed and signed. If unforeseen complications arise, HARMSEN reserves the right to stop work until a revised fee and/or schedule can be negotiated. Deliverable(s) will be provided after final invoice has been satisfied. This fee proposal is valid for 60 days.

We look forward to the opportunity to serve you. Please call us if you have any questions regarding this proposal.

Sincerely,

Terms & Conditions, page 2

Garen f Swelt

P:\Work\Estimates\2025\P25HRM0128 Bayley Construction - New Everett Stadium\EST\P25HRM0128-Bayley Construction-02-2025.docx Initial

Date

PAGE 2 OF 2

TERMS AND CONDITIONS

BILLING RATES - 2025 \$230 Survey Principal \$215 Survey Associate Principal Survey Project Manager \$200 \$175 Survey Instrument Operator \$190 Survey Senior Instrument Operator \$245 Survey Crew Chief Survey Senior Crew Chief \$285 **Survey Processor** \$190 Civil Principal \$240 Civil Senior Project Manager \$215 Civil Designer \$165 Senior Planner \$205 Wetland Specialist \$180 Administrator \$125 Travel \$130 **Expert Witness** \$400 **Drone Operation** \$250 \$170 **Utility Rate** Other rates may apply to other specific services.

HOURLY BILLING RATES SUBJECT TO ADJUSTMENT ANNUALLY

DIRECT PROJECT CHARGES

Living and travel expenses, out-of-area long-distance charges, subcontracted services, printing & reproduction expenses, and all other materials & equipment costs are charged at cost, plus 15%.

PAYMENT TERMS

Harmsen invoices on a monthly basis. Invoices are due and payable within 25 days after presentation. Interest at the rate 18% per annum from date of invoice will be assessed on any balance not paid within thirty (30) days of the date of invoice. All credit card transactions will incur a 3% transaction fee. In the event Harmsen is not timely paid on this contract or on any other contract with the client, Harmsen may, without notice, suspend its performance.

OWNERSHIP OF WORK PRODUCT

The data, designs, drawings, maps, plans, specifications, reports, photographs and other documents produced by Harmsen LLC hereafter referred to as Harmsen pursuant to this agreement are, and remain, the exclusive property of Harmsen. Harmsen will provide a single original copy of the ORIGINAL PRINTED drawings, maps, plans, specifications, reports and other documents as required for the Client's use for the fee set forth. Additional or multiple copies will be furnished as a reimbursable expense at the above listed rates.

FULL DISCLOSURE AND RELIANCE

Client asserts that they have fully disclosed all applicable information related to this agreement and that Harmsen may rely on all such information, provided by the client, the clients employees, agents, contractors, or consultants.

Client also asserts that if they are not the landowner, the landowner is aware that client has retained Harmsen for improvement of landowners property.

Client agrees to defend, indemnify, and save harmless, Harmsen our officers, agents, and employees from and against any and all suits and claims in connection with the work of this contract. Clients indemnity obligation does not extend to liability resulting from the sole negligence of Harmsen If a claim for injuries, death, or property damage is caused by the concurrent negligence of Client and Harmsen this indemnity provision shall only be enforceable to the extent of the negligence of the Client.

DEFAULT (ACTION, COSTS, VENUE)

The Client agrees that in consideration of the relative opportunities for financial reward from this project for the parties to this Agreement, the maximum aggregate amount of its recovery from Harmsen or our employees due to any and all claims of professional negligence and breach of contract arising out of any incident shall be limited to the amount of fees paid to us under this Agreement, or \$50,000.00, whichever is less. Harmsen shall not be liable for consequential damages, including loss of use or profits, or indirect damages, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, strict liability, breach of warranty, or negligent act, error, or omission, whether professional or nonprofessional. In the event the Client fails to make payment as required by this agreement, and Harmsen commences action to collect the payments that are due: (a) the Client shall pay all costs that Harmsen reasonably incurs to collect such payment, including but not limited to attorney's fees, filing fees and service charges to record and release liens, and interest on any judgment entered hereon; and (b) the venue for any lawsuit shall be in Snohomish County, WA.

CLIENT		BILLING ADDRESS (other)	
		ADDRESS:	
NAME:	Date		
TITLE:			
LAND OWNER (if not Client)		HARMSEN, LLC	
NAME:	Date	NAME:	Date
		TITLE:	



Request for Survey Information

The survey shall include full topographic surface data and underground utilities a minimum of 50 feet past the edge of the project boundaries as defined in the attached exhibit. We request the following specific items:

- Survey shall be performed and documents prepared in such a manner so as to fully comply with all local codes, ordinances and other requirements.
- All public and private utilities, both active and abandoned, shall be shown. Surveyor shall coordinate with Owner, City, County, State (or any other AHJs), and ALL utility purveyors in and around the project area to gather record documentation and verify site utility information. This activity is in addition to the coordination with utility locate services.
- Surveyor shall use a locate service for locating utilities. Existing utilities shall be indicated by appropriate paint marks. All located utilities shall be incorporated into the survey, including sizes obtained from record drawings.
- Surveyor shall coordinate paint marks and as-built documentation and resolve any discrepancies.
- Show inverts at manholes and drainage structures for all pipes. Show pipe diameters, pipe material, and direction of pipe. Include the structure size for all manholes and drainage structures.
- Manhole and catch basin symbols shall be shown at center of structure, not center of lid.
- Gravity systems, i.e. storm drain and sewer, shall be surveyed <u>to the next downstream</u> <u>structure and the next upstream structure beyond the limits of survey.</u>
- Utilities shall be shown continuous. Utility lines shown terminating shortly after a structure or at survey limits are not acceptable. They should be shown to the next downstream/upstream structure regardless of location.
- Include callouts for utility structures, control points, etc directly on the plan. Placing these items in tables is not acceptable.
- Show overhead utility lines (eg: primary & secondary power, telecommunications, etc)
- Obtain topography by recording spot elevations at a maximum 25-foot on center spacing (including along roadway centerlines, top of curb, bottom of curb, etc). Additional spots will be required to adequately identify grade breaks and other topographic features. Spot elevations shall be to the nearest .01 foot.
- Provide contours at 1' intervals. Smaller intervals may be required in low-slope areas. Larger intervals may be required in steep slope areas (ie > 1:1).
- Horizontal and vertical datum shall be clearly shown and have two reference points within the area of the project. Include a description of the datum used on the survey drawing.
- Provide a stamped and signed hard copy of survey (PDF is also acceptable) at no more than 1" = 30' scale. Provide electronic file in AutoCAD format.

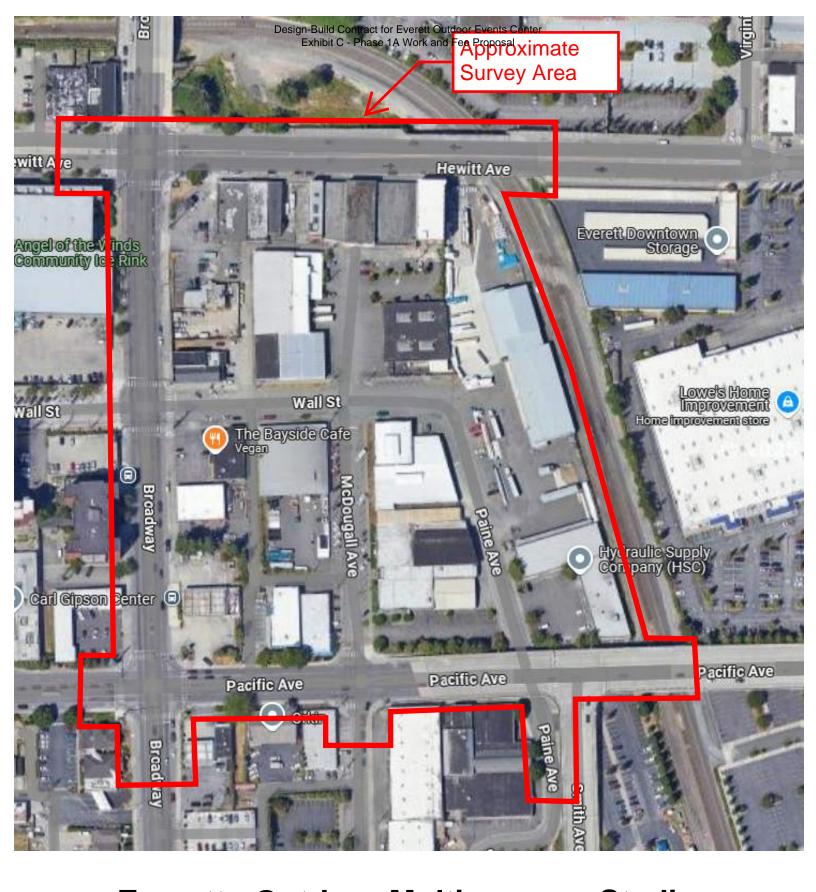


Everett – Outdoor Multipurpose Stadium

- Survey shall include, but not be limited to:
 - Grade Breaks
 - Limits of Pavement
 - * Pavement type
 - * Curbs and walls
 - * Curb ramps and driveways
 - * Trees (including caliper and type) 6-inch diameter and larger
 - Limits of shrubs and vegetation
 - * Buildings and Structures. Include finished floor elevations for all ground floor(s) and basements
 - * Fences, rockeries, retaining walls, or similar. Note type, length, width and height at ends and every 20 feet (at midpoint if item is less than 40 feet)
 - * Utility Access Points—Manholes, Catch Basins, cleanouts, etc.
 - * Valve covers, identify irrigation valves separately from water main valves
 - Light and Power Poles
 - * Fire Hydrants
 - * Signs
 - * Parking and channelization striping
 - * Monuments and survey control points
 - * Property Lines and Easements

The survey shall incorporate the following CAD requirements:

- All line work and text shall be in model space. Drawing units shall be decimal feet.
- Provide the triangulated irregular network (TIN) as a surface within the *.DWG file. The surface should be set to not display any data.
- Surface data shall match the contours used in the final print.
- All CAD line work shall be "color by layer" and "linetype by layer".
- All CAD elements intended for display in the survey print, including spot elevations and contours, shall be basic CAD elements. Elements created by software like Civil 3D, InRoads, Eaglepoint, etc shall be converted to basic CAD elements.
- Contour text shall be on a separate layer from the contours
- Contours shall be drawn at actual elevation.
- To accurately show contours at the limits of survey, the surveyor shall insure that all
 contours created by erroneous triangulation of the spot elevations at the limits of survey
 are removed.
- Monuments shall be shown at their true location in model space. If necessary, graphical representations of far away monuments shall be accomplished in paper space.



Everett - Outdoor Multipurpose Stadium Survey Request Area 2025-01-27



March 12, 2025

Bayley Construction 8005 SE 28th Street Mercer Island, Washington 98040

Attention: Stewart Potter and Hans Hansen

Subject: Revised Proposal

Geotechnical Services

Everett Outdoor Multipurpose Stadium (EOMS)

Broadway at Pacific Avenue

Everett, Washington File No. 0661-144-00

Introduction and Project Understanding

GeoEngineers, Inc. (GeoEngineers) appreciates the opportunity to submit this revised proposal for geotechnical services to support the Everett Outdoor Multipurpose Stadium (EOMS) project located in Everett, Washington.

This proposal is based on our pull planning session with the project team and our discussion with Hans Hansen. The project site is bounded by several industrial properties on the north, McDougall Avenue on the east, Pacific Avenue on the south, and Broadway on the west. The project site consists of 13 Snohomish County parcels, totaling up to 5 acres in size.

The project site slopes down from the southwest to the northeast, with overall site elevations ranging from Elevation 92 feet down to Elevation 64 feet. Based on our review of the Request for Qualifications for progressive design-build services and our meeting, the new stadium would serve as the home field for the AquaSox and would be designed to meet the new MLB facility standards required for a High-A Minor League baseball stadium. The new stadium is anticipated to provide approximately 3,000 seats for AquaSox games; accommodate high school, college, and tournament baseball games; allow for conversion to an "amphitheater" setting that can seat up to 5,000 for concerts and community events; and provide public park spaces with amenities suitable for anticipated growth in Everett. Based on our understanding, the project site grades would generally match the existing grade along McDougall Avenue. This would result in excavations on the order of 10 to 20 feet along the west and south sides of the project site.

Based on our limited review of available subsurface data, the project site is likely underlain by a layer of fill over either lacustrine clay or advance outwash sand deposits. The fill generally consists of sand and gravel with varying amounts of silt and ranges in thickness from 1 to 15 feet where encountered. Advance outwash

deposits exist under the northern half of the project site and possibly much of the site in general. The advance outwash deposits consist of dense to very dense sand with varying gravel and silt content. The depth to advance outwash ranges from 5 to 25 feet below ground surface. However, as part of the Pacific Avenue Overcrossing project in 2005, several explorations were advanced within Pacific Avenue on the south side of the project site that encountered medium stiff to stiff lacustrine clay underlying the fill. Where encountered, the lacustrine clay generally ranges from 10 to 20 feet thick and is relatively weak and compressible.

Based on our discussions with you and Shiels Obletz Johnsen, we understand that the proposed explorations need to be performed within the public right-of-way prior to completion of private property entry agreements. We propose to perform 9 borings within the right-of-way, as shown in the attached Figure 1, Proposed Explorations. We understand that Bayley Construction will procure the necessary street use permits required for drilling within the right-of-way at the proposed boring locations during the planned field work (March 17 to 21, 2025). We recommend that two borings also be drilled on private property at a later date as part of a second mobilization.

Prior to drilling the planned geotechnical explorations within the public right-of-way, we propose to subcontract a vacuum excavation contractor to air knife the upper 5 feet of the 9 borings to clear the locations.

GeoEngineers is also performing environmental services on the project, including the preparation of an initial Phase I Environmental Site Assessment (**Task 100**). We recommend that environmental screening, and focused sampling and chemical analyses be conducted during the geotechnical drilling as an initial effort to plan for appropriate materials management and to begin to characterize project site soil and groundwater for the presence of contamination as part of planning for project construction.

This proposal presents GeoEngineers' proposed approach to the project, our scope of services, and our fees and schedule.

Proposed Approach

The following paragraphs outline the key issues and GeoEngineers' approach to the project. Key geotechnical considerations for this site include the following:

- Evaluating the depth to bearing soils across the site and developing appropriate recommendations for foundation support and earthwork. This will include preparation of a bearing soil elevation map that can be used to estimate overexcavation depths. Foundations are anticipated to consist of shallow spread foundations bearing directly on bearing soils or structural fill extending to bearing soils.
- Exploring the extent and competency of the lacustrine deposits on the south side of the site. We propose to perform laboratory testing to characterize this material's compressibility.
- Understanding the groundwater conditions at the site. The subsurface conditions (and whether water- bearing soils are present overlying glacially consolidated soils) will be important to understand the hydraulic conditions, site drainage, and constructability.



We propose to complete our geotechnical services in multiple tasks. The first task will consist of providing consultation, attending meetings, and preparing preliminary design values (**Task 200**) for the team's use during concept design. We recommend including an allowance for this scope. We will then perform a geotechnical investigation with borings and prepare a draft design report (**Task 300**) for the team's use during schematic design. Once the private property entry agreements are obtained, we will drill two additional borings (**Task 301**) and prepare a final version of the geotechnical report. We also propose an add alternate scope (**Task 302**) to conduct environmental field screening, focused sampling and chemical analyses during the geotechnical drilling. After issuing the final report, we plan to provide consultation to the project team through design development (**Task 400**).

Scope of Services

Our proposed geotechnical scope of services is presented below.

TASK 200. PRELIMINARY GEOTECHNICAL SUPPORT

- 1. Review available reports and studies for the project site and surrounding area available from our files (completed).
- 2. Attending meetings (including pull planning session on February 12, 2025) and providing consultation as needed.
- 3. Providing preliminary design recommendations to the project team as needed.

TASK 300. GEOTECHNICAL INVESTIGATION

- Coordinate site access for our proposed geotechnical investigation and contact the Washington State
 One-Call service to locate the borings in areas that are clear of underground utilities. We will also
 subcontract a private utility locator to clear utilities near the proposed boring locations. We will
 subcontract a vacuum excavation contractor to air knife the upper 5 feet of the borings to look for
 unmarked buried utilities.
- 2. Drill and sample 9 geotechnical borings to depths between 15 and 40 feet; one of the borings will be converted into monitoring wells. The borings will be completed using hollow-stem auger drilling equipment. The drilling depths were selected based on the proposed project site layout and the anticipated subsurface conditions. The drilling will be monitored on a full-time basis by a GeoEngineers field representative. We expect the geotechnical investigation to take five 10-hour days.
 - The drilling services will be subcontracted to GeoEngineers and will generate excess soil that will not be replaced in the borehole. Our scope and fee estimate assumes that the excess soils, or investigation-derived waste (IDW), will be drummed and stored on-site for waste profiling. GeoEngineers will arrange for and subcontract disposal of the drummed IDW. Our estimated costs assume disposal of 14 drums of non-hazardous waste.
- 3. Obtain traffic control signage (assuming no flaggers are needed as part of City of Everett permitting), including rental and delivery for 5 days of field work. We have assumed that the City of Everett standard traffic control plan #703 (shoulder work) will be used for the permitted work.
- 4. Install monitoring equipment (pressure transducers) within the well. This will allow us to measure and log groundwater levels over time.



- 5. Evaluate physical and engineering characteristics of the soils based on laboratory tests performed on samples obtained from the borings. The laboratory tests may include percent fines content determination, sieve analysis, Atterberg limits, compressibility, and moisture content tests, as appropriate. 6. Provide geotechnical recommendations including the following, as appropriate:
- - □ Recommended type(s) of foundation systems;
 - An estimate of total and differential foundation settlements for the recommended foundation types;
 - Subsurface drainage system to be used for slabs-on-grade and below-grade walls;
 - Suitability of on-site materials or requirement for off-site materials for compacted fills under building slabs, along with a recommended specification for compacted fill material:
 - Compaction criteria;
 - Subgrade preparation and modulus of subgrade reaction to be used for slabs-on-grade;
 - Determination as to whether a capillary break or moisture/vapor barrier are required;
 - □ Soil pressures to be used for the design of cantilever and basement-type retaining walls, along with recommended surcharge loading and seismic pressures; and
 - Determination as to whether soil design parameters can be increased for short-term loadings.
- 7. Temporary shoring recommendations, including the following, as appropriate:
 - Means, methods and types of temporary shoring;
 - Recommended tieback load transfer values, geometry of no-load zone and minimum anchor lengths;
 - □ Lateral earth pressures and diagrams for temporary shoring system;
 - Required pile minimum embedment lengths, end-bearing value and side friction value;
 - Lagging design, as appropriate;
 - Surcharge pressures;
 - Shoring monitoring requirements; and
 - Proof and verification anchor testing requirements.
- 8. Provide recommendations regarding groundwater conditions, including estimated groundwater elevation and construction considerations.
- 9. Prepare a draft geotechnical engineering report summarizing the subsurface explorations, including descriptions of surface and subsurface conditions, a site plan showing exploration locations and other pertinent features, summary exploration logs, and design recommendations - to be used for construction permit submittal.

TASK 301. SUPPLEMENTAL INVESTIGATION

1. Coordinate site access for the remaining two borings on private property. We will contact the Washington State One-Call service to locate the borings in areas that are clear of underground utilities. We will also subcontract a private utility locator to clear utilities near the proposed boring locations.



- Drill two borings to a depth of 40 feet using a truck-mounted drill rig. The borings will be converted into
 monitoring wells. These two wells will also be instrumented with pressure transducers. Following the
 drilling, IDW will be treated as described in Task 200.
- 3. Following completion of the two borings, we will perform laboratory testing of soil and include the updated findings in a final version of the geotechnical report.

ADD ALTERNATE 1 (TASK 302). ENVIRONMENTAL SAMPLING

- 1. Field screening of soil from each boring for visual and olfactory evidence of contaminants and for volatile organic compound (VOC) concentrations in vapor using a photoionization detector (PID). Two soil samples will be collected from within the first 15 feet below ground surface (bgs) of each boring (22 samples assuming all 11 borings will be drilled) for selected laboratory chemical analyses for contaminants of potential concern. Based on field screening, up to five additional soil samples may be collected from depths greater than 15 feet bgs also for selected chemical analyses, for a total of 27 samples. The soil samples will be placed on ice in a cooler and submitted to OnSite Environmental Inc. of Redmond, Washington (OnSite) for analysis under standard chain-of-custody protocols.
- 2. We will submit the soil samples for selected analyses for one or more of the following contaminants of interest:
 - □ Total petroleum hydrocarbons as diesel-range organics (TPH-D) and as oil-range organics (TPH-O) by Northwest Method NWTPH-Dx;
 - □ Total petroleum hydrocarbons as gasoline-range organics (TPH-G) by Northwest Method NWTPH-Gx;
 - □ VOCs, including benzene, toluene, ethylbenzene and xylenes (BTEX) and halogenated VOCs (HVOCs), by U.S. Environmental Protection Agency (EPA) Method 8260D; and
 - □ Resource Conservation and Recovery Act 8 metals (arsenic, barium, cadmium, chromium, mercury, lead, silver, selenium) by EPA Method Series 200/6000/7000.
- 3. We will prepare an email summary of the findings from the soil chemical analysis.

TASK 400. FINAL DESIGN SUPPORT

- 1. Collect the groundwater data from the three previously installed monitoring wells.
- 2. Attend project team meetings during the design phase and provide consultation to the project team during design.
- 3. Review the project shoring, dewatering, civil, and structural plans.

Schedule, Terms and Fees

We are prepared to begin **Task 200** services immediately under our current NTP for environmental services. **Task 300** drilling is scheduled for March 17, 2025. One Call markings will need to be performed at least one week prior to the start of drilling. Our field explorations will take approximately five days. We will then submit samples to the laboratory for testing. We plan to issue our draft geotechnical report by April 21, 2025. Once right-of-entry agreements are obtained for 2105 Pacific Avenue and 2201 Pacific



Avenue, we can schedule the drilling for **Task 301**. The drilling will take approximately 2 days to complete; we can issue the updated report within 4 weeks of completing the drilling. **Task 400** services would begin immediately after submitting the report. If this schedule does not meet your needs, please contact us so we can discuss appropriate changes.

We expect that our services will be provided under your project contract agreement, referencing a prime agreement, with options to discuss and negotiate terms and conditions, if necessary. We request we obtain these documents as soon as possible so that we can review and consider mutual terms. We typically request three to four days for the council to complete review. We do not expect this review to hold up our preliminary studies and consultation efforts; however, we cannot mobilize equipment/drilling on the site until a contract is finalized.

The fee for our services will be determined on a lump sum basis. For the services described above, our estimated fee is \$111,700; if environmental sampling (Add Alternate 1 Task 302) is authorized, our estimated fee is \$137,950. We provide an estimate and breakdown of our fees in the table below. We will keep you apprised of the project status and advise you if it appears appropriate to modify the scope and budget prior to completing any additional work.

SCOPE ITEM NO.	TASK DESCRIPTION	FEE
Task 200. Prelim	inary Geotechnical Support	
1	Review available reports (completed)	\$0
2	Attend meetings (including February 12, 2025 pull planning session) and provide consultation as needed	\$4,000
3	Preparing preliminary design recommendations, as needed	\$5,000
	Task 200 Total	\$9,000
Task 300. Geotee	chnical Investigation	
1 to 2	Field labor/coordinate field access/drill borings in the right-of-way	\$46,500
3	Allowance for traffic control sign rental	\$1,000
4	Install groundwater monitors	\$2,600
5	Geotechnical lab testing	\$5,000
6 through 9	Geotechnical analyses/preparing final report	\$18,000
	Task 300 Total	\$73,100
Task 301. Supple	emental Investigation	
1 and 2	Field labor/coordinate field access/drill borings/install monitors on private property	\$14,500
3	Laboratory testing and final reporting	\$4,500
	Task 301 Total	\$19,000
Add Alternate 1 (Task 302). Environmental Sampling	
1	Field screening of Task 300 and 301 geotechnical drilling, includes laboratory chemical analysis noted above of two samples per boring plus five contingent deeper samples as noted above.	\$22,750
2 and 3	Coordination with laboratory and email summary of results	\$3,500



SCOPE ITEM NO.	TASK DESCRIPTION	FEE
	Add Alternate 1 (Task 302) Total	\$26,250
Task 400. Final I	Design Support	
1	Collect groundwater readings (2 reading cycles)	\$1,600
2	Attend project team meetings and provide consultation during the design phase (assumes 5 1-hr meetings)	\$7,000
3	Plan and specification review	\$2,000
	Task 400 Total	\$10,600
	BASE SCOPE TOTAL (Tasks 200, 300, 301, and 400)	\$111,700
	TOTAL INCLUDING ADD ALTERNATE 1 (Task 302)	\$137,950

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

Thank you for the opportunity to assist Bayley Construction with the EOMS stadium project. Please contact Erik at 206.239.3234 (direct) or 510.304.8957 (cell) if you have questions or wish to discuss this proposal.

Senior Principal

Sincerely,

GeoEngineers, Inc.

Erik C. Ellingsen E

En l. Elgo

Senior Geotechnical Engineer

ECE:MWS:nI

Attachments:

Figure 1. Proposed Explorations

One electronic copy submitted

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

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Notes:

- 1. The locations of all features shown are approximate.
- 2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

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Proposed Explorations

Everett Outdoor Multipurpose Stadium Everett, Washington



Figure 1

E-mail from Rich Carlson dated 4.18.25 Novo

Top of the morning bud, Hopefully this beats you to the office!

The refined estimate is below. Not cut in half but this is getting pretty lean, ~\$4,000 per building on average is tight. CA # is periodic monitoring as needed so it didn't change much. Our fee is typically T&M NTE so we only bill for what we actually use.

Task 1 - Inspection and Design

AHERA Building inspection	\$16,000
Report Development	\$10,000
Preparation of Summary of Hazmat Requirements	\$6,000
Preparation of Abatement Drawings	\$10,000
Cost estimate	\$1,500
QC/review	\$1,500
Lab Analysis (Asbestos)	\$12,000
Lab Analysis (lead paint)	\$2,000
Lab Analysis (other)	\$1,000

Sub-Total Task 1 - \$60,000

Task 2 - Periodic Abatement Monitoring and Administration

Sub-Total Task 2 -	\$30,000
Lab Analysis (bulk / air, etc)	\$2,000
On site monitoring	\$14,000
Project Management	\$14,000

Total Tasks 1 & 2 - \$90,000



EVERETT City Council Agenda Item Cover Sheet

Project title:

An Ordinance approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4087-25 for the Outdoor Event Center Project.

Council Bill # interoffice use	Project: 2025 Budget Amendment #2
CB 2505-31	Partner/Supplier: NA
Ad- d-4	Location: NA
Agenda dates requested:	
	Preceding action: Ordinance 4087-25
Briefing 05/28/25 2 nd Reading 06/04/25 Consent	Fund: Multiple
Action 06/11/25 Ordinance X	Fiscal summary statement:
Public hearing Yes X No Budget amendment:	The proposed Ordinance amends the City of Everett 2025 Operating Budget, increasing General Government budgeted expenditures by \$0 and increasing Non-General Government budgeted expenditures by \$4,800,000, for a total of \$4,800,000 for the Everett Outdoor Event Center
X Yes No	Project.
DowarDoint procentation	Project summary statement:
PowerPoint presentation: X Yes No	This budget amendment revises the 2025 budget to appropriate funding for financial activities that will occur this year.
Attachments:	Recommendation (exact action requested of Council):
Ordinance	Adopt an Ordinance approving the appropriations of the 2025 revised City of Everett Budget and
Department(s) involved: Finance	amending Ordinance No. 4087-25 for the Everett Outdoor Event Center Project.
Contact person: Heide Brillantes	
Phone number: (425) 257-8612	
Email: HBrillantes@everettwa.gov	
Initialed by:	
НВ	
Department head	
Administration	
Council President	



An ORDINANCE approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4087-25.

WHEREAS,

The City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2025 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 4087-25 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2025 Budget with a total increased expenditure appropriation of \$4,800,000.

	_	ning Fund balance 2025 Revenues	Expenditures	Endir	ng Fund Balance
2025 Amended Budget	\$	981,067,420	\$ 683,245,929	\$	297,821,491
Budget Amendment #2		-	4,800,000		(4,800,000)
2025 Amended Budget	\$	981,067,420	\$ 688,045,929	\$	293,021,491

Section 2. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

<u>Section 3</u>. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

<u>Section 4</u>. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which

Cassie Franklin, Mayor
ATTEST:
Marista Jorve, City Clerk
PASSED:
VALID:
PUBLISHED:

may be in existence on the effective date of this Ordinance.

2025 Budget Adjustments Tally Sheet

	Department	
NGA-13	Cumulative Reserve for Parks	Outdoor Events Center Project
NGA-13	CIP-2	Outdoor Events Center Project
NGA-13	CIP-4	Outdoor Events Center Project

Code	Rev	Ехр	FB
148A		1,300,000	(1,300,000
162A		3,000,000	(3,000,000
162A		500,000	(500,000

This amendment appropriates \$4,800,000 to the Outdoor Events Center project for partial design services, consultant fees, and property acquisition options.

--\$3,000,000 for design services

--\$550,000 for project management and project labor agreements (PLA) consulting fees --\$1,250,000 for property acquisition options

Fund 162 (CIP 2 and CIP 4) and Fund 148 (Park Impact Fees) will be used to support these costs.

Increase transfers out - Fund 148 (Park Impact Fees) to Outdoor Events Center Project	148	5xxxxxxxxxxxxxx	1,300,000	
Reduce ending fund balance - Fund 148 (Park Impact Fees)	148	5990000000029		1,300,000
Increase transfers out - Fund 162 (CIP-2) to Outdoor Events Center Project	162	5550260550	3,000,000	
Reduce ending fund balance - Fund 162 (CIP-2)	162	5550999490		3,000,000
Increase transfers out - Fund 162 (CIP-4) to Outdoor Events Center Project	162	5625200550	500,000	
Reduce ending fund balance - Fund 162 (CIP-4)	162	5620999490		500,000

2025 BUDGET ADJUSTMENTS for Budget Amendment # 2

General Government Amendments			 Increase/(Decrease)					
	<u>Fund</u>	<u>Description</u>	Revenues	<u>E</u>	expenditures	<u>F</u> (Ending und Balance	
		Total General Government Amendments	\$ -	\$	-	\$		
Non-Ger	neral Government Amendme	<u>ents</u>	 	ncre	ease/(Decrease	e)		
	<u>Fund</u>	<u>Description</u>	Revenues	<u>E</u>	Expenditures	<u>F</u> (Ending und Balance	
NGA-13	Cumulative Reserve for Parks	Outdoor Events Center Project	\$ -	\$	1,300,000	\$	(1,300,000)	
NGA-13	CIP-2	Outdoor Events Center Project	\$ -	\$	3,000,000	\$	(3,000,000)	
NGA-13	CIP-4	Outdoor Events Center Project	\$ -	\$	500,000	\$	(500,000)	
		Total Non-General Government Amendments	\$ -	\$	4,800,000	\$	(4,800,000)	
		TOTAL General and Non-General Gov't. Amendments	\$ -	\$	4,800,000	\$	(4,800,000)	

EVERETT City Council Agenda Item Cover Sheet

Project title: Eminent Domain Ordinance for Everett Outdoor Event Center

Council Bill # interoffice use

CB 2505-32

Agenda dates requested:

Briefing 5/28/25 Second Reading 6/4/25

Third 6/11/25

Reading/Action

Consent Ordinance Public hearing

Yes x No

Budget amendment:

x Yes No

PowerPoint presentation:

x Yes No

Attachments:

Ordinance

Department(s) involved:

Administration Economic Development Legal

Contact person:

Scott Pattison

Phone number:

425-257-7111

Email:

spattison@everettwa.gov

Initialed by:

SP

Department head

Administration

Council President

Consideration: Eminent Domain Ordinance for Everett Outdoor Event Center

Project: Everett Outdoor Event Center

Preceding action: Site Selection by Resolution 8117 dated December 18, 2024

Fund: Fund 342

Fiscal summary statement: The City will incur costs for option payments, earnest money payments, and other costs which will be paid for under the budget amendment to be considered by City Council on June 11, 2025. As stated below, property purchases cannot close without an additional Council approval(s) and Council providing additional funding by another budget amendment.

Project summary statement: This ordinance is the next step in acquiring properties for the Everett Outdoor Event Center (EOEC), including by use of eminent domain. This ordinance also authorizes the Mayor to sign agreements such as purchase agreements, option agreements, settlement agreements, and lease agreements.

Property acquisition is a multi-step process. This ordinance is not the final step. Additional City Council approval(s) will still be required for each property acquisition:

- Under Section 4 of the proposed ordinance, the City cannot close the purchase of an EOEC Property or take possession of an EOEC Property unless the City Council first approves the agreement with the property owner and provides funding for the closing.
- If it is necessary for the City to file eminent domain proceedings in Snohomish County Superior Court, that filing cannot occur unless City Council passes a second ordinance in accordance with RCW 8.25.290.

Finally, a point of clarification regarding ordinance Section 5. Section 5 of the ordinance states that the "cost and expense of acquiring the land and real property rights described in this Ordinance shall be paid from general funds of or other funds available to the City." This required statement is from the applicable state statute. The use of the term "general funds" from the statute is not a reference what Everett calls its "general fund." This state law reference is needed in the ordinance to specify that the project will not be paid by special assessments but instead will be paid by other funds as authorized by the City Council.

Recommendation (exact action requested of Council): Adopt an Ordinance authorizing and providing for acquisition, including through the exercise of eminent domain, of land and real property rights for the purpose of constructing the Everett Outdoor Event Center Project; and authorizing the Mayor to enter into agreements related to acquisition of the land and real property rights.



ORDINANC	E NO.	

AN ORDINANCE authorizing and providing for acquisition, including through the exercise of eminent domain, of land and real property rights for the purpose of constructing the Everett Outdoor Event Center Project; and authorizing the Mayor to enter into agreements related to acquisition of the land and real property rights.

WHEREAS,

- A. In response to new requirements from Major League Baseball, the Everett AquaSox, the Minor League Baseball team that plays home games in Everett, needs a new stadium facility.
- B. The United Soccer League (USL) is interested in using a new Everett stadium facility as a home pitch for a USL team.
- C. The City is working on preliminary design for a new facility. This new facility is called the "Everett Outdoor Event Center" or "EOEC".
- D. By Resolution 8117 dated December 18, 2024, the City Council selected a site in downtown Everett for the Everett Outdoor Event Center. This occurred after City evaluation of environmental impacts of alternatives in accordance with the State Environmental Policy Act (SEPA) (chapter 43.21C RCW; chapter 197-11 WAC) and the Everett Municipal Code (chapter 19.43 EMC). In addition, the City Council considered input from the Multiuse Facility Fiscal Advisory Committee, as well as information from other studies and resources regarding alternatives. This included study of economic impacts, construction budgets, facility uses and other non-environmental factors.
- E. The selected downtown site currently contains a mix of commercial businesses, including light industrial, distribution, retail, restaurant, and office. The downtown site is generally bordered by Broadway to the west, Hewitt Avenue to the north, an Amtrak rail line to the east, and Pacific Avenue to the south. Attached to this ordinance as Exhibit A is a map of the downtown site, with identification of the properties necessary for the construction of the Everett Outdoor Event Center. The properties necessary for the Everett Outdoor Event Center are referred to in this ordinance as the "EOEC Properties."
- F. In order to meet Major League Baseball's deadlines for compliance with its new requirements, construction on the Everett Outdoor Event Center must begin in 2026. Accordingly, acquisition of the EOEC Properties must begin.
- G. Based on all available information, including the results of preliminary design and site selection for the Everett Outdoor Event Center, the City Council has determined that it needs to acquire the EOEC Properties to construct the Everett Outdoor Event Center.

- H. The City Council finds and concludes that the public health, safety, necessity, and convenience demand that the City undertake the Everett Outdoor Event Center Project at this time and that, in order to carry out the Everett Outdoor Event Center Project, it is necessary for the City to acquire the land and real property rights described in this Ordinance.
- I. The City Council finds and concludes it necessary and in the best interests of the public that the City acquire the EOEC Properties, subject to the making or paying of just compensation to the owners thereof.
- J. The City Council intends to pay for the land and real property rights to be acquired through eminent domain from the general funds of or other funds available to the City.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN THAT:

<u>Section 1</u>. The "WHEREAS" provisions of this ordinance shall constitute findings, determinations, and conclusions of the City Council, which are incorporated by reference as if fully set forth herein.

<u>Section 2</u>. The City Council finds and concludes that the land and real property rights within the City of Everett, Snohomish County, Washington, referred to as the EOEC Properties and described and depicted in **Exhibit "A"** attached hereto, are necessary and must be acquired for the Everett Outdoor Event Center Project, subject to making or paying just compensation to the owners thereof in the matter provided by law.

<u>Section 3</u>. The City Council finds and concludes that the use of the EOEC Properties for the Everett Outdoor Event Center Project is a public use. The City specifically finds and concludes that the acquisition of the EOEC Properties is necessary for that public use and is in the best interests of the citizens.

Section 4. The Mayor, or her designee, is authorized to take all actions necessary to acquire the EOEC Properties or interests therein, including through the exercise of eminent domain if necessary. The Mayor is also authorized pursuant to this Ordinance to enter into any agreements needed to acquire the EOEC Properties and facilitate relocation under applicable law, including but not limited to, agreements to acquire the land and real property rights voluntarily in lieu of eminent domain, purchase and sale agreements, option agreements, settlement agreements, and lease agreements. The City will not close the purchase of an ECOC Property or take possession of an ECOC Property unless the purchase and sale agreement, option agreement, settlement agreement, lease agreement or other agreement is approved by the City Council and the City Council provides the necessary funding.

<u>Section 5</u>. The cost and expense of acquiring the land and real property rights described in this Ordinance shall be paid from general funds of or other funds available to the City, all as authorized by the City Council.

Section 6. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such

application to other persons or circumstances.		
Cassie Franklin, Mayor		
ATTEST:		
Marista Jorve, City Clerk		
PASSED:		
VALID:		
PUBLISHED:		
EFFECTIVE DATE:		

decision or preemption shall not affect the validity of the remaining portions of this ordinance or its

EXHIBIT A DESCRIPTION OF EOEC PROPERTIES

CITY ID:	ADDRESS AND TAX PARCEL NUMBER	LEGAL DESCRIPTION
1	2201 PACIFIC	LOTS 7 THROUGH 22, INCLUSIVE, IN BLOCK 711 OF EVERETT LAND
-	AVE	COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT
	/(**	THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF
	00439071100700	SNOHOMISH COUNTY, WASHINGTON;
	00433071100700	TOGETHER WITH THAT PORTION OF VACATED ALLEY LYING SOUTHERLY OF
		LOTS 10 AND 19 AND NORTHERLY OF LOTS 11 AND 18, ADJOINING OR
		ABUTTING THEREON, WHICH UPON VACATION ATTACHED TO SAID
		PREMISES BY OPERATION OF LAW;
		AND EXCEPT THAT PORTION CONDEMNED BY CENTRAL PUGET SOUND
		REGIONAL TRANSIT AUTHORITY, PURSUANT TO DECREE OF APPROPRIATION
		UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 00-2-07943-3.
		SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
2	2202/2204	LOTS 1 THROUGH 6, INCLUSIVE, AND 23 THROUGH 25, INCLUSIVE, BLOCK
	WALL ST	711, EVERETT LAND COMPANY'S FIRST ADDITION TO THE CITY OF EVERETT,
		PER PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS
	00439071100100	OF AND SITUATE IN SNOHOMISH COUNTY, WASHINGTON.
		SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
3	2121 PACIFIC	LOTS 19 AND 20, BLOCK 712, EVERETT LAND COMPANY'S FIRST ADDITION
	AVE	TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3
		OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
	00439071201900	SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
4	2115 PACIFIC	LOTS 15, 16, 17 AND 18 IN BLOCK 712 OF THE EVERETT LAND COMPANY'S
	AVE	FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF,
		RECORDED IN VOLUME 3 OF PLATS AT PAGE 20, IN SNOHOMISH COUNTY,
	00439071201500	WASHINGTON;
		TOGETHER WITH THAT PORTION OF THE EAST-WEST ALLEY ADJOINING
		VACATED BY ORDINANCE NO. 1136-85 RECORDED JANUARY 24, 1986
		UNDER RECORDING NUMBER 8601240070, BEING A RE-RECORDING OF
		INSTRUMENT RECORDED AUGUST 21, 1985 UNDER RECORDING NUMBER
		8508210129, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
		SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CITY ID:	ADDRESS AND TAX PARCEL NUMBER	LEGAL DESCRIPTION
5	3008 MCDOUGALL AVE 00439071202100	LOTS 21 THROUGH 30, INCLUSIVE, BLOCK 712, THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
6	3027 BROADWAY 00439071200900	LOTS 9 THROUGH 14 IN BLOCK 712 OF EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE VACATED ALLEY THAT ATTACHED TO SAID PREMISES BY OPERATION OF LAW UNDER CITY OF EVERETT ORDINANCE NO. 1136-85, RECORDED UNDER RECORDING NO. 8508210129 AND CORRECTED BY RECORDING NO. 8601240070, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 712, BEING THE SOUTHWEST CORNER OF LOT 11; THENCE NORTH 00°02'18" WEST ALONG THE WEST LINE OF BLOCK 712 A DISTANCE OF 194.00 FEET TO THE NORTHWEST CORNER OF LOT 9; THENCE NORTH 89°56'56" EAST ALONG THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 119.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 00°02'42" EAST ALONG THE EAST LINE OF LOT 9, LOT 10 AND SAID VACATED ALLEY 74.00 FEET TO THE SOUTH LINE OF SAID VACATED ALLEY; THENCE SOUTH 89°56'56" WEST ALONG SAID SOUTH LINE 13.00 FEET TO THE EAST LINE OF LOT 14; THENCE SOUTH 00°02'42" EAST ALONG THE SOUTH LINE OF SAID LOT 14, BEING ALSO THE SOUTH LINE OF BLOCK 712; THENCE SOUTH 89°56'56" WEST ALONG SAID SOUTH LINE OF SAID LOT 14, BEING ALSO THE SOUTH LINE OF BLOCK 712; THENCE SOUTH 89°56'56" WEST ALONG SAID SOUTH LINE OF BLOCK 712; THENCE SOUTH 89°56'56" WEST ALONG SAID SOUTH LINE OF BLOCK 712 A DISTANCE OF 106.81 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
7	3011 BROADWAY 00439071200500	LOTS 5, 6, 7 AND 8, BLOCK 712, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
8	3001 BROADWAY 00439071200100	LOTS 1, 2, 3 AND 4, BLOCK 712, THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CITY ID:	ADDRESS AND TAX PARCEL NUMBER	LEGAL DESCRIPTION
9	2937	PARCEL A:
	BROADWAY	LOTS 7 AND 8, BLOCK 688, EVERETT LAND COMPANY'S FIRST ADDITION TO
		EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF
	00439068800700	PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
10	2020	SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
10	2939	PARCEL C:
	BROADWAY	LOT 6, BLOCK 688, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS,
	00439068800600	PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
	00439008800000	SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
12	2914	PARCEL A:
	MCDOUGALL	LOTS 12 THROUGH 17, INCLUSIVE, BLOCK 688, PLAT OF EVERETT,
	AVE	ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS,
		PAGE 32, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
	00439168801200	PARCEL B:
		LOT 12, EXCEPT THE SOUTH 12 INCHES OF THE WEST 40 FEET THEREOF,
		BLOCK 688, THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT,
		ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS,
		PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
		PARCEL C:
		LOTS 9 THROUGH 11, INCLUSIVE, EXCEPT THE WEST 39.5 FEET THEREOF,
		BLOCK 688, THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT,
		ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
		SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
13	2129 WALL ST	PARCEL B:
13	ZIZJ WINLE JI	THE WEST 39.5 FEET OF LOTS 9, 10 AND 11, AND THE SOUTH 12 INCHES OF
	00439068800901	THE WEST 40 FEET OF LOT 12, ALL IN BLOCK 688, EVERETT LAND
		COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT
		THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF
		SNOHOMISH COUNTY, WASHINGTON.
		SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
14	2205 WALL ST	PARCEL A:
	(2935	LOTS 5 THROUGH 8, BLOCK 689, THE EVERETT LAND COMPANY'S FIRST
	MCDOUGALL	ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN
	AVENUE)	VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY,
	0042000000000	WASHINGTON.
	00439068900500	SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CITY ID:	ADDRESS AND TAX PARCEL NUMBER	LEGAL DESCRIPTION
15	2205 WALL ST (2935 MCDOUGALL	PARCEL B: LOT 4 AND FRACTIONAL LOT 5, BLOCK 689, PLAT OF EVERETT DIVISION I, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS,
	AVENUE)	PAGE 11, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; TOGETHER WITH A STRIP OF LAND WHICH LIES EASTERLY OF LOTS 4, 5, 6
	00437868900400	AND 7, BLOCK 689, AND WESTERLY OF A LINE DRAWN FROM THE
		NORTHEAST CORNER OF SAID LOT 4, BLOCK 689 TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 689, EVERETT LAND COMPANY'S FIRST ADDITION
		TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
27	3001 SMITH AVE	SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON. THAT PORTION OF BLOCKS 689 AND 710, EVERETT LAND COMPANY'S FIRST
	004300000000	ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN
	00439068900900	VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND THAT PORTION OF THE NORTHWEST QUARTER OF
		SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., AND THE
		SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 5
		EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
		BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 29;
		THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER
		OF SECTION 29 A DISTANCE OF 1,077.3 FEET TO THE SOUTHEAST CORNER OF
		LOT 6, BLOCK 689, PLAT OF EVERETT DIVISION I, BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED;
		THENCE NORTHERLY ALONG THE EAST LINE OF SAID BLOCK 689 TO THE
		POINT OF INTERSECTION WITH A LINE DRAWN CONCENTRIC WITH AND
		DISTANT 40.0 FEET SOUTHWESTERLY OF, AS MEASURED RADIALLY TO
		BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY'S) MAIN TRACK CENTER LINE, AS NOW
		LOCATED AND CONSTRUCTED;
		THENCE SOUTHEASTERLY PARALLEL WITH SAID MAIN TRACK CENTER LINE
		TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF
		PACIFIC AVENUE, ACCORDING TO THE RECORDED PLAT THEREOF;
		THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF PACIFIC
		AVENUE TO THE POINT OF INTERSECTION WITH THE NORTHEAST RIGHT OF WAY LINE OF SMITH AVENUE, ACCORDING TO THE RECORDED PLAT
		THEREOF;
		THENCE NORTHWESTERLY ALONG SAID NORTHEAST RIGHT OF WAY LINE OF
		SMITH AVENUE TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF WALL STREET, ACCORDING TO THE RECORDED PLAT
		THEREOF;

CITY ID:	ADDRESS AND TAX PARCEL NUMBER	LEGAL DESCRIPTION
		THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF WALL STREET TO THE SOUTHEAST CORNER OF LOT 8, SAID BLOCK 689; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE EASTERLY LINES OF LOTS 1 THROUGH 8, INCLUSIVE, OF SAID BLOCK 689 TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF WHICH LIES WESTERLY OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 4, BLOCK 689, PLAT OF EVERETT, DIVISION I, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 11, TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 689, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; AND EXCEPT THAT PORTION THEREOF LYING SOUTH OF THE NORTH LINE OF LOT 10, BLOCK 710, LAND COMPANY'S FIRST ADDITION TO EVERETT, AND
		SAID NORTH LINE EXTENDED NORTHEASTERLY. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
28	2303 PACIFIC AVE 00439071001000	THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTH OF THE NORTH LINE OF LOT 10, BLOCK 710, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, AND SAID NORTH LINE EXTENDED NORTHEASTERLY, DESCRIBED AS FOLLOWS: THAT PORTION OF BLOCKS 689 AND 710 EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON AND THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M. AND THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 1077.3 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 689, PLAT OF EVERETT DIVISION I, BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTHERLY ALONG THE EAST LINE OF SAID BLOCK 689 TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HEWITT AVENUE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF HEWITT AVENUE TO THE POINT OF INTERSECTION WITH A LINE DRAWN CONCENTRIC WITH AND DISTANT 40.00 FEET SOUTHWESTERLY OF, AS MEASURED RADIALLY TO BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY'S) MAIN TRACK CENTER LINE, AS LOCATED AND CONSTRUCTED;

CITY ID:	ADDRESS AND TAX PARCEL NUMBER	LEGAL DESCRIPTION
		THENCE SOUTHEASTERLY PARALLEL WITH SAID MAIN TRACK CENTER LINE TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF PACIFIC AVENUE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF PACIFIC AVENUE TO THE POINT OF INTERSECTION WITH THE NORTHEAST RIGHT OF WAY LINE OF SMITH AVENUE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTHWESTERLY ALONG SAID NORTHEAST RIGHT OF WAY LINE OF SMITH AVENUE TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF WALL STREET, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF WALL STREET TO THE SOUTHEAST CORNER OF LOT 8, SAID BLOCK 689; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE EASTERLY LINES OF LOTS 1 THROUGH 8, INCLUSIVE, OF SAID BLOCK 689 TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF WHICH LIES WESTERLY OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 4, BLOCK 689, PLAT OF EVERETT, DIVISION I, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 11, TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 689, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
		SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EVERETT City Council Agenda Item Cover Sheet

Project title:

An Ordinance creating a Special Improvement Project entitled "Lexington Drainage" Fund 336, Program 030, and repealing Ordinance No. 3879-22.

Council Bill

CB 2505-33

Agenda dates requested:

Briefing

Proposed action 5/28/25 Proposed action 6/4/25

Consent

Action 6/11/25

Ordinance Χ

Public hearing

X No Yes

Budget amendment:

Yes

X No

PowerPoint presentation:

Yes

X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration:	Plans & Systems Ordinance

Project: Lexington Drainage

Partner/Supplier: WA State Department of Ecology

Location: Lexington Ave, Commercial Ave, 61 Street SE, Broadway, and Lenora St

Preceding action: Ordinance No. 3879-22, approved on 6/22/22

Fund: Fund 336 – Water and Sewer System Improvements Fund

Fiscal summary statement:

Ordinance 3879-22 authorized an appropriation of \$1,800,000 in local funds for design of Phase 1 of project. The City is now ready to proceed to construction of Phase 1 and design of Phase 2.

The City was awarded two Ecology grants totaling \$9,440,611. Additional local funding in the amount of \$5,759,389, for a total of \$7,559,389, is required. This new ordinance is necessary to program additional funds needed to complete Phase 1 and design of Phase 2.

This Ordinance will repeal Ordinance 3879-22, and authorizes the following appropriations to be programmed:

Design – Phase 1 (previously programmed)	\$ 1,800,000
Design Phase 2 & Construction Phase 1 (newly programmed)	 15,200,000
Total Project Costs	\$ 17 000 000

The total programmed available funding for design and construction of the project increased by \$15,200,000 and is now \$17,000,000.

The funding sources for this project will be as follows:

Ecology Grant – State (WQC-2019-PW-00051)	\$ 706,691
Ecology Grant – State (WQC-2025-PW-00177)	8,733,920
Fund 401 - Water and Sewer Utility	7,559,389
Total source of funds	\$ 17,000,000

The department is actively pursuing additional grants. If awarded, this will reduce the local contributions to the project.

Project summary statement:

This project provides treatment for runoff from 172.6 acres, which includes stormwater conveyed from Lexington Avenue, Commercial Avenue, 61 Street SE, Broadway, and Lenora Street. The project includes construction of a Stormwater Treatment facility at the corner of S 1st Ave and Lenora St. in the Lowell Neighborhood. In addition, the project will replace and upgrade undersized piping from the intersection of Lenora Street and 3rd Avenue to convey stormwater to the treatment facility.

Phase 1 of design is nearly complete. Phase 1 of construction and Phase 2 of design is underway. Phase 2 of construction is expected to begin in early 2028. The department will return to council when detailed cost estimates for Phase 2 construction is available.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Lexington Drainage" Fund 336, Program 030, and repealing Ordinance No. 3892-22.



ORDINANCE NO.

An ORDINANCE creating a special improvement project entitled "Lexington Drainage" Fund 336, Program 030, and repealing Ordinance No. 3879-22.

WHEREAS,

- **A.** The City of Everett is committed to a planned stormwater infrastructure improvement program.
- **B.** The City of Everett has identified the need and obtained funds to construct certain stormwater improvements.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

<u>Section 1.</u> A special improvement project is hereby established as Fund 336, Program 030, entitled "Lexington Drainage" to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3879-22 is hereby repealed.

<u>Section 2.</u> Authorization is hereby granted for the "Public Works Director" or "City Engineer" under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 3. The sum of \$17,000,000 is hereby appropriated to Fund 336, Program 030, "Lexington Drainage" as follows:

A. Estimated Project Design and Construction Costs	\$ 17,000,000
B. Source of Funds	
Ecology Grant – State (WQC-2019-PW-00051)	\$ 706,691
Ecology Grant – State (WQC-2025-PW-00177)	8,733,920
Fund 401 – Water/Sewer Utility Fund	7,559,389
Total Funds	\$17,000,000

<u>Section 4.</u> The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

<u>Section 5</u>. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

<u>Section 6</u>. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

<u>Section 7</u>. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor
ATTEST:
Marista Jorve, City Clerk
PASSED:
VALID:
PUBLISHED:
EFFECTIVE DATE:

Council Bill # interoffice use

EVERETT City Council Agenda Item Cover Sheet

Project title:

An Ordinance closing a Special Improvement Project entitled "Wall Street Connector" Fund 303, Program 129, as established by Ordinance No. 3933-23.

CD 2505 24	:
CB 2505-34	Partner/Supplier: Central Puget Sound Regional Transit Aut
Agenda dates requested:	Location: Everett Station
Briefing	Preceding action: Ordinance 3933-23, approved on 3/1/23
1 st Reading 5/28/25	Fund: 303 – Public Works Improvement Project
Proposed action 6/4/25	
Consent	Fiscal summary statement:
Action 6/11/25	Ordinance No. 3933-23 appropriated a total of \$2,090,000 to Fu
Ordinance X	project, consisting of \$1,900,000 in Sound Transit System Access
Public hearing Yes X No	funds from Fund 119 – Street Improvements.
165 X NO	To date, \$1,530 has been spent on project design costs.
Budget amendment:	
Yes X No	Project summary statement:
PowerPoint presentation:	
Yes X No	This project scope included a pedestrian path, pedestrian level li signage and bike video detection on Wall St from Broadway to P
Attachments:	project would have built a continuous connection between Ever
Proposed Ordinance	Winds Arena.
·	City Council has chosen the downtown site as the preferred loca
Department(s) involved: Public Works, Admin	Center which occupies the proposed alignment of the Wall Stree
Public Works, Aurilli	Center project will include other related pedestrian improvemen
Contact person:	Sound Transit is unable to reallegate the project's funding for et
Tom Hood	Sound Transit is unable to reallocate the project's funding for ot ordinance authorizes the project's closure.
Phone number:	,
(425) 257-8809	
Email:	Recommendation (exact action requested of Council):
THood@everettwa.gov	Adopt an Ordinance closing a Special Improvement Project entit
	303, Program 129, as established by Ordinance No. 3933-22.
Initialed by:	
RLS	
Department head	
Administration	
Council President	

Project:	Wall Street Connector
Partner/Supplier:	Central Puget Sound Regional Transit Authority (Sound Transit)
Location:	Everett Station
Preceding action:	Ordinance 3933-23, approved on 3/1/23
Fund:	303 – Public Works Improvement Projects

ind 303, Program 129 for the s Funds and \$190,000 in local

ighting, bicycle wayfinding Paine Ave at Everett Station. This ett Station and the Angel of the

ation for the new Outdoor Event et Connector. The Outdoor Event nts in the vicinity.

ther purposes. As a result, this

led "Wall Street Connector" Fund



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An ORDINANCE closing a special improvement project entitled "Wall Street Connector" Fund 303, Program 129, as established by Ordinance No. 3933-23.

WHEREAS,

- **A.** The special improvement project entitled "Wall Street Connector" Fund 303, Program 129, was established to provide a planned non-motorized transportation infrastructure improvement.
- **B.** The project cannot be completed, and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

<u>Section 1.</u> The special improvement project entitled "Wall Street Connector" Fund 303, Program 129, as established by Ordinance No. 3933-23 be closed.

<u>Section 2.</u> That the final expenses and revenues for the "Wall Street Connector" Fund 303, Program 129 are as follows:

A. Expense

Design	\$ 1,530
Remaining Balance Transfer to Fund 119	 188,470
Total Expenses	\$ 190,000

B. Source of Funds

Fund 119 – Street Improvements	\$ 190,000
Total Funds	\$ 190,000

Section 3. There are no financial transactions remaining.

<u>Section 4.</u> The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

<u>Section 5</u>. The City Council hereby declares that should any section, paragraph, sentence, clause or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

<u>Section 6</u>. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

<u>Section 7</u>. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor
ATTEST:
Marista Jorve, City Clerk
PASSED:
VALID:
PUBLISHED:
EEEECTIVE DATE:



City Council Agenda Item Cover Sheet

An Ordinance Creating a Special Improvements Project Entitled "Lowell Riverfront Trail Improvements", Fund 308, Program 084, to Accumulate Construction Costs for the Lowell Riverfront Trail Improvements Project in the Amount of \$1,649,860

Project title:

Council Bill #		
CB 2505-35		
Agenda dates re	que	sted:
Briefing		
Proposed action	Ç	5/28/25
Proposed action		6/4/25
Consent		
Action	(6/11/25
Public hearing		
Yes	X	No
Budget amendm	ont	·•
Yes		
PowerPoint pres	ent	ation:
Yes	X	No
Attachments:		
Funding Ordinan	Le	
Department(s) in	ivo	lved:

Parks & Facilities Finance

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RMLDepartment head Administration **Council President**

Project:	Lowell Riverfront Trail Improvements
Partner/Supplier:	TBD
Location:	Riverfront Development Area
Preceding action:	Funding Ordinance 3986-23
Fund:	Fund 308, Program 084

Fiscal summary statement:

On December 13, 2023, City Council adopted an Ordinance to fund design and construction support services for the Eclipse Mill Park and Riverfront Trail Projects in the amount \$1,113,752. This ordinance will provide the funding necessary to complete physical construction of the Lowell Riverfront Trail Improvements project. The source of funds for the project is 2025 Limited-Tax General Obligation (LTGO) Series B bond proceeds. The funding needed for the construction of the Lowell Riverfront Improvements Project is \$1,649,860.

Project summary statement:

The work at the Lowell Riverfront Park trail will remove and reroute a section of the asphalt trail. New trail alignment will be ADA accessible and feature an elevated boardwalk and wetland viewing platform. The project will also remove an existing section of asphalt trail that has been heaved by nearby tree roots. An existing utility access road will be resurfaced, converting asphalt to stabilized turf for better environmental conditions. The old trail alignment will be restored with native plantings, and disturbed areas around the new trail which will be restored with native plantings. The new trail alignment will be ADA accessible and feature an elevated boardwalk and wetland viewing platform.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvements Project entitled "Lowell Riverfront Trail Improvements", Fund 308, Program 084, to accumulate construction costs for the Lowell Riverfront Trail Improvements project in the amount of \$1,649,860.



ORDINANCE NO.	0	RD	INANCE	NO.		
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An Ordinance creating a special improvement project entitled "Lowell Riverfront Trail Improvements", Fund 308, Program 084, to accumulate construction costs for the Lowell Riverfront Trail Improvements Project in the amount of \$1,649,860.

WHEREAS,

- A. The City of Everett is committed to a planned parks capital improvement program as part of the City of Everett Parks & Recreation Comprehensive Plan.
- B. The City of Everett is committed to the construction of the Lowell Riverfront Trail Improvements Project.
- C. The Lowell Riverfront Trail Improvements Project shall include demolition and realignment of a section of trail, and construction of an elevated boardwalk and wetland viewing platform.
- D. Ordinance 3839-21 established Fund 354, Program 073 to accumulate design costs for the project in the amount of \$600,000.
- E. Ordinance 3986-23 was established amending Ordinance 3839-21, Fund 354, Program 073, to accumulate design, bid, and construction support services for the project in the amount of \$1,113,752.
- F. Additional funding is required to construct the Lowell Riverfront Trail Improvements amenities.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

<u>Section 1.</u> A special improvement project is hereby established as **Fund 308, Program 084**, and shall be entitled "Lowell Riverfront Trail Improvements" to accumulate all construction costs for the improvement project.

<u>Section 2.</u> Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost of construction is \$1,649,860.

<u>Section 4.</u> The sum of \$1,649,860 is hereby appropriated to **Fund 308, Program 084**, "Lowell Riverfront Trail Improvements" as follows.

The sum of \$1,649,860 is hereby appropriated to **Fund 308, Program 084**, "Lowell Riverfront Trail Improvements"

A. Use of Funds

 Construction
 \$1,649,860

 Total Costs
 \$1,649,860

B. Source of Funds

 2025 LTGO Series B Bond Proceeds
 \$1,649,860

 Total Costs
 \$1,649,860

C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

<u>Section 5.</u> The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

<u>Section 6</u>. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

<u>Section 7</u>. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

<u>Section 8</u>. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor
ATTEST:
Marista Jorve, City Clerk
PASSED:
VALID:
PUBLISHED:
FFFFCTIVE DATE:



EVERETT City Council Agenda Item Cover Sheet

Project title: Legislative Session Debrief and Update

Council Bill #	
Codificii biii #	Project: Legislative Session Debrief and City Impacts
	Partner/Supplier: Trevor Justin
Agenda dates requested:	Location:
Briefing 06/04/2025	Preceding action:
Proposed action	Fund:
Consent Action	
Ordinance	Fiscal summary statement: NA
Public hearing Yes x No	,
	Project summary statement:
Budget amendment: Yes x No	The 2025 Legislative Session ended on April 27, 2025. The City's state lobbyist, Trevor Justin, and
	Government Affairs Director Jennifer Gregerson will deliver a session debrief and update on
PowerPoint presentation: Yes x No	results related to the City's priorities and key issues.
	Recommendation (exact action requested of Council):
Attachments:	Council to receive a briefing from city staff and state lobbyist.
Department(s) involved:	
Administration	
Contact person:	
Jennifer Gregerson	
Phone number:	
Email:	
jgregerson@everettwa.gov	
Initialed by:	
Department head	
Administration	
Council President	

EVERETT City Council Agenda Item Cover Sheet

Project title: Everett 2044 Comprehensive Plan Periodic Update

Council Bill # interoffice use		
CB 2505-36		
Agenda dates requested:		
Briefing 06/04/25 Proposed action and Public Hearing: 06/11/25 Action: 06/18/25		
Ordinance: Yes		
Public Hearing X Yes No Budget amendment: Yes X No		
PowerPoint presentation:		
X Yes No		
Attachments: 1. Proposed Ordinance -		
Department(s) involved: Planning		
Contact person: Yorik Stevens-Wajda		
Phone number: 425-257-8725		
Email: ystevens@everettwa.gov		
Initialed by: YSW		
Department head		
Administration		
Council President		

Project:	Everett 2044 Comprehensive Plan and Development Regulations Periodic Update
Partner/Supplier:	NA
Location:	Citywide
Preceding action:	August 23, 2023 Resolution 7924
Fund:	NA

Fiscal summary statement:

None

Project summary statement:

Council consideration and action on the Everett 2044 Comprehensive Plan and Development Regulation Periodic Update. See everettwa.gov/2044 for documents and project information.

The planning commission will provide its recommendation via resolution on June 3, 2025. Final recommendation language will be provided at the June 4 meeting, with action scheduled for June 18.

Recommendation (exact action requested of Council):

Adopt an ordinance adopting the Everett 2044 Comprehensive Plan.



Public Comment Form

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State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at **everettwa.gov/city council**. Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

Public Comment forms are public records and are subject to disclosure pursuant to the Public Records Act (RCW 42.56) and may be posted online with City archived records.



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DATE: June 4th, 2026							
NAME (required): Anthony Sardan							
CITY (required): Suchanish, ZIP (required): 98290							
EMAIL (optional):PHONE (optional):							
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city							
Is your topic on today's agenda?							
YES – the comment period will follow the agenda item AGENDA ITEM #:							
NO – speak during general public comment, topic you would like to speak on:							



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 6 4 25							
NAME (required): Chery Grohn							
CITY (required): Lake Stevens ZIP (required): 98258							
EMAIL (optional):PHONE (optional):							
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city							
Is your topic on today's agenda?							
YES – the comment period will follow the agenda item AGENDA ITEM #:							
NO – speak during general public comment, topic you would like to speak on: <u>Everett Chorale and use of</u>							
Performing Arts Center							

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 6-4-25

NAME (required): Dan Anderson

CITY (required): Everett ZIP (required): 98203

EMAIL (optional): danandy549@gnail.com PHONE (optional): 425-244-3970

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

YES - the comment period will follow the agenda item

AGENDA ITEM #:

NO - speak during general public comment, topic you would like to speak on:

Rezoning land on Sievers - Dency



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DATE: <u>0/4/25</u>
NAME (required): Samara Cogan ("Sam")
CITY (required): Everet ZIP (required): 98203
EMAIL (optional):PHONE (optional):
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city
Is your topic on today's agenda?
YES – the comment period will follow the agenda item AGENDA ITEM #:
NO – speak during general public comment, topic you would like to speak on: 2044 Comprehen Sive Plan
(



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DATE:

NAME (required):

CITY (required):

EMAIL (optional):

Rich Ryan C PHONE (optional):

DISTRICT (circle one):

1 2 3 4 3 Not sure Don't live in city

Is your topic on today's agenda?

YES – the comment period will follow the agenda item

AGENDA ITEM #:

NO – speak during general public comment, topic you would like to speak on:



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

NAME (required): Madeline Shaphard

CITY (required): Liveralt ZIP (required): 9800/

EMAIL (optional): Madeline king Chaphara RHONE (optional): 425-512-5497

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

YES – the comment period will follow the agenda item

AGENDA ITEM #: 18

NO – speak during general public comment, topic you would like to speak on:

Response to Council Comments last week



DATF.

EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

The following comments are not allowed:

6.4

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You can also submit a comment and attend meetings online at everettwa.gov/city council. Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

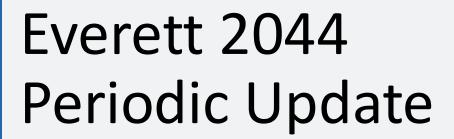
City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

D/(IL.								
NAME (required): JEAN SAMI- WEWAT								
CITY (re	ITY (required):ZIP (required):							
EMAIL	AAL (optional): PHONE (optional):							
DISTRI	CT (circle one):	1 (2	3	4	5	Not sure	Don't live in city	
Is your topic on today's agenda?								
	YES – the comment period will follow the agenda item AGENDA ITEM #:							
N	NO – speak during general public comment, topic you would like to speak on:							
_								



Everett 2044

Planning our future together



Everett City Council June 3, 2025





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News and Updates

Everett 2044 Proposed Ordinances and Exhibits (Final Draft)

The Everett 2044 periodic update will establish the blueprint for growth and development of our city for the next twenty years and beyond. See below for links to the final draft plan and regulations. For official legislative documents see the City Council Agenda Center. This legislative package will be considered by the city council in their first three meetings in June. A public hearing is scheduled before the planning commission on June 3 and before the city council on June 11.

NEW Proposed Ordinance Adopting Everett 2044 Comprehensive Plan

NEW Everett 2044 Comprehensive Plan (May 30 Final Draft)

NEW Everett 2044 Comprehensive Plan_Housing Appendix (May 30 Final Draft)

NEW Everett 2044 Comprehensive Plan_Transportation Appendix (May 30 Final Draft)

NEW Proposed Ordinance Adopting Everett 2044 Development Regulation Amendments

NEW Everett 2044 Development Regulations (May 30 Final Draft)

NEW Everett 2044 Development Regulations Change Report (April 7/May 10 to May 30)

NEW Proposed Zoning Map (May 30 Final Draft)_24x36 (PDF) (TIFF) (Interactive Swipe Map)

NEW Memo - Specific Amendment Requests Disposition (5/30/25)

NEW Everett 2044 Final Environmental Impact Statement



Contact Us

Everett 2044

Email

Mailing Address

Everett Planning Department 2930 Wetmore Ave. Ste. 8-A Everett, WA 98201

Phone: 425-257-8731

Stay in touch

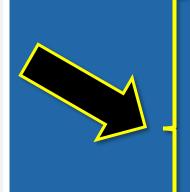
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News Flash

Everett 2044 Final Draft Plan and Regulations Available

May 30 Final Draft Everett 2044 Comprehensive Plan and Development Regulations package is released and available at everettwa.gov/2044. Read on...



Final Draft Package Comprehensive Plan

- Proposed Ordinance
- Everett 2044 Comprehensive Plan
- Everett 2044 Comprehensive Plan-Housing Appendix
- Everett 2044 Comprehensive Plan-Transportation Appendix

Final Draft Package Development Regulations

- Proposed Ordinance
- Everett 2044 Development Regulations
- Proposed Zoning Map
- Development Regulations Change Report (April 7/May 10 to May 30)

Final Draft Package Supporting Documents



- Everett 2044 Final Environmental Impact Statement
 - Comments and responses
- Memo Specific Amendment Requests Disposition
- State parking requirements table (5/10/25)
- Everett 2044 Public Meetings (5/15/25)
- Everett 2044 public comment database (through May 21)

everettwa.gov/2817/Document-library

19.05 - USES

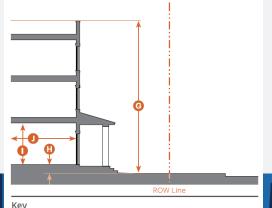
- Neighborhood commercial
- Neighborhood residential

19.06 - LOTS, SETBACKS AND RESIDENTIAL DENSITIES

- Reduced rear building setbacks in the NR and UR4 zones from 10' to 5'
- Clarified that each lot in the NR-C zone is permitted up to two accessory dwelling units

19.08 - NEIGHBORHOOD RESIDENTIAL DEVELOPMENT STANDARDS

- Major revision to 19.08.030 Neighborhood Residential Site Design
 - Removed requirement for dwellings to face either the street or a shared yard. Instead, only dwellings within 30' of a public street must face the street.
 - Removed requirement for at least one dwelling on a lot to face the street.
 - Revised, simplified, and increased flexibility for private and shared yard requirements
- Reduced minimum ground floor habitable space depth from 20' to 12' {J}



19.08 - NEIGHBORHOOD RESIDENTIAL DEVELOPMENT STANDARDS

- Exempted rooftop decks or flat roofs from roof design requirements.
- Clarified that garage regulations in EMC 19.08.060 apply to facades facing public streets, not private streets or driveways. →
- BA. Garage Setbacks and Lengths. The purpose of these standards is to encourage residential character and lessen the visual prominence of garages along public street frontages where applicable.
 - 1. See Chapter 19.34 EMC for access and driveway requirements, including the requirement to obtain access from an alley if available.
 - 2. Except along alleys, all garage wall facades facing the street shall be set back a minimum of five feet behind the front wall of the primary building mass.
 - 3. The length of the garage wall facade facing the a public street may be up to fifty percent of the length of the street-facing dwelling unit facade, except that a garage wall facade set back a minimum of twenty feet behind the front facade of the dwelling unit is allowed a two-car-wide garage facade of up to twenty feet. (See Figure 8-8-2 below.)
 - 4. Where the public street-facing facade of the dwelling unit is less than twenty-two feet in length, an attached garage is prohibited as part of that facade.
 - 5. Semi-subterranean garages are allowed to project above the adjacent finished grade by up to

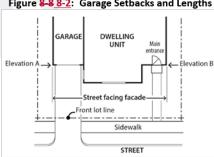
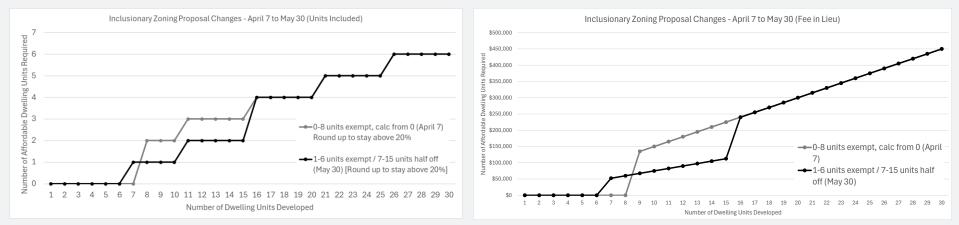


Figure 8-8 8-2: Garage Setbacks and Lengths

19.09 - URBAN DEVELOPMENT STANDARDS

Revised inclusionary zoning requirement



(note: projects are eligible for multifamily tax exemption in EMC 3.78 beginning at 16 dwelling units)

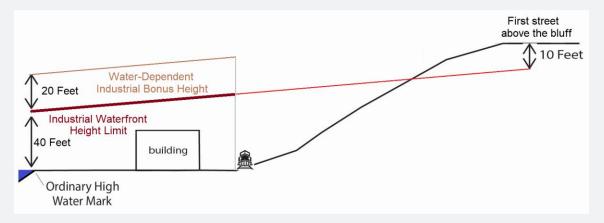
 Added an option to defer payment of the alternative compliance inlieu fee to six months after certificate of occupancy

19.09 - URBAN DEVELOPMENT STANDARDS

- Removed remaining building modulation and limited upper floorplate regulations from the April 7 proposal:
 - Buildings five floors or higher must incorporate a balcony or outdoor amenity area at least 8' deep along at least 50% of the horizontal distance of the front façade and at least 50% of the horizontal distance of the side street façade on either floor 2, floor 3, or floor 4, subject to the following ...
- Revised the height of the façade required to be transparent on certain designated streets from 2'-10' to 2'-8'

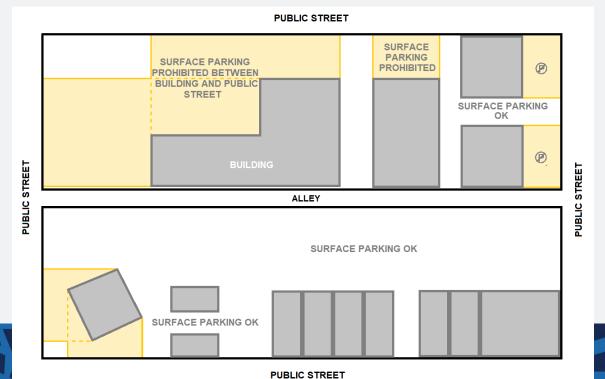
19.22 - BUILDING AND STRUCTURE HEIGHTS

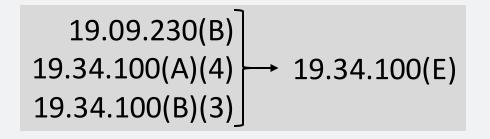
- Added density bonus for affordable housing on property owned or controlled by a religious organization – 10' extra building height
- Added back the two-floor bonus height for the Industrial Waterfront Height Area after a review III process and a viewshed analysis.



19.34 - PARKING

 Consolidated prohibition on ground-level surface parking between the street and buildings (except driveways)





Planning Commission Resolution 25-01



NOW, THEREFORE, THE PLANNING COMMISSION RECOMMENDS THE FOLLOWING:

The Planning Commission recommends that the City Council approve the Everett 2044 Comprehensive Plan and Development Regulation Periodic Update attached hereto as Exhibits 1 and 2 and incorporated herein as if fully set forth, including the following recommendation(s):

 The inclusionary zoning regulations contained in 19.09.070 should be removed and the City should work proactively on a subarea planning effort.



Next steps

April 7-May 26 Complete Review Draft Comment Period

May 30 Issue Final Environmental Impact Statement and

Issue Final Draft and Ordinances

Planning Commission Public Hearing and

Recommendation

June 4 City Council 1st Reading/Briefing

June 11 City Council Public Hearing

June 18 City Council Action

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Goals, Policies, and Actions Drafts

News and Updates

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NEW Exercit 2044 Comprehensive Plan (Max 30 Final Draft)

NEW Execett 2044 Comprehensive Plan, Housing Appendix (May 30 Final Draft)

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