

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 Design-Builder has access to the information listed in **Exhibit A (Provided Information)**. Such documents are provided 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/ampage, 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 Provided Information attached to this Contract. The Owner Initial Programming and Overview and 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.

5.3 Owner's License upon Owner's Termination for Convenience or Design-Builder's Election 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 [\$ 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 claims-made 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.

11.2 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** 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.

OWNER:

CITY OF EVERETT



Cassie Franklin, Mayor

DESIGN-BUILDER:

BAYLEY CONSTRUCTION LP



Stephen Grasso, Chief Executive Officer

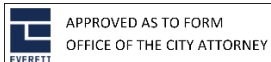
Date: 06/18/2025

Date: 06/18/2025

Attest:



OFFICE OF THE CITY CLERK



**EXHIBIT A
TO
PROGRESSIVE DESIGN-BUILD CONTRACT**

Design-Build Contract for Everett Outdoor Events Center
Exhibit A - 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**

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 Site Requirements
- 2.0 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
- 9.0 Service & Operations Facilities
- 10.0 Sound System & Scoreboard

1.0 SITE REQUIREMENTS							
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd	
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 No.	Space Type	Units	SF	Total SF	Description	MLB Req'd	
2.1	SEATING - LOWER BOWL	3,572		22,080			
2.1.1	Fixed Seating	3,500	6	21,000	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	480	22" armchairs on 42" concrete treads & risers. 4 suites @ 12 seats each		
2.4.2	ADA Space(s)	0	20	0	ADA spaces provided by two (2) removable fixed seats in each suite.		
2.4.3	ADA Companion Seating	0	10	0	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		400	Located between ADA seating on concourse		
2.6.1	Fixed Seating	40	10	400	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		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 & SRO			7,000			
2.8.1	Concrete Seating & Standing Area	700	10	7,000	NSF - Concrete Standing Area		
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)			5,000			
2.9.1	Berm Seating Area	500	10	5,000	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	3,866		31,650	NSF - Concrete Seating Area		
	LOWER DECK W/ ADA & COMPANION	3,612		29,480	NSF - Concrete Seating Area		
	UPPER DECK W/ ADA & COMPANION	254		2,170	NSF - Concrete Seating Area		
	TOTAL CAPACITY	5,066		36,650	NSF		

3.0		SPECTATOR FACILITIES					
Class No.		Space Type	Units	SF	Total SF	Description	MLB Req'd
3.1		SUITES & CLUBS			5,680		-
	3.1.1	Suites					
	3.1.1.a	Season-Long	4	300	1,200	Premium location for both MiLB and USL (4 suites @ 12 seats each)	
	3.1.1.b	Field / Pitch-side Suites	0	300	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	4,000	Indoor Club area (sized for 200 club seats @ 15 sf/person). --- Banquet for 200	
	3.1.4	Outdoor Party Deck / Stadium Club	100	20	2,000	Outdoor Club area / Party Deck. Can be converted to future suites.	
3.2		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.	
3.3		PUBLIC TOILETS			5,390		-
	3.3.1	Toilets - Lower Deck + Loge Box + Bleachers + Berms + Picnic + SRO					
	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.	
	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	50	200	One closet per pair of men & women toilet rooms.	
	3.3.2	Toilets - Suites + Stadium Club					
	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	
		Water Closets	1			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	
		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.	
3.4		GUEST SERVICES			675		140
	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	140	140	Command post for game-day security. No Holding Room.	140
	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.	
	3.4.6	Mothers' Room	1	150	150	Locate near Guest Services	
	3.4.7	Family RR	1	65	65	Locate near Guest Services	
3.5		MISCELLANEOUS PUBLIC AREAS			5,000		-
	3.5.1	Outdoor Bar	0	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	
3.6		CIRCULATION			32,760		-
	3.6.1	Concourses					
	3.6.1.a	Main Concourse	5,000	5	25,000	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	250	750	Assume at three (3) levels - Locker, Concourse, Suite/Press.	
	3.6.2.c	Team Offices Elevator Lobby	1	250	750	Assume at three (3) levels - Concourse, 2nd Floor Team Offices, Roof Top	
	3.6.3	Vertical Circulation					
	3.6.3.a	Ramps	0	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	100	300	Assume at three (3) levels - Field, Concourse, Suite/Press.	
Total - Enclosed Areas					18,755 NSF		140 NSF
Net to gross 15%					2,820 SF		30 SF
Total - Outdoor Areas					37,500 SF		- SF
TOTAL					59,075 GSF		170 GSF

4.0 FOOD & RETAIL FACILITIES						
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
4.1	CONCESSIONS			1,700		-
4.1.1	Concession Stand POS					
4.1.1.a	Main Concourse Stands	10	120	1,200	Based on 1 POS per 150 spectators - Includes storage area. (20) Inc 10 Portables	
4.1.1.b	Suite Level Stands	0	0	0	Assumes served by pantry.	
4.1.2	Vendor Commissary	20	25	500	Based on 1 unit per 150 spectators. For use by vendors.	
4.1.3	Food Court Seating Area	0	0	0	Not enclosed. Locate in highly-visible portion of Main Concourse.	
4.1.4	Grab and Go Concessions	0	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				7,760 NSF		-
Net to gross 20%				1,560 SF		-
TOTAL				9,320 GSF		-

5.0 MEDIA FACILITIES						
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
5.1	PRESS BOX			1,150		470
5.1.1	Writing Press	1	200	200	Accommodate 8 writers. Work/serving counters at back of room.	
5.1.2	TV Broadcast Booth - Home	1	120	120	Size to accommodate talent + camera	
5.1.3	TV Broadcast Booth - Visitor	0	120	0	Size to accommodate talent + camera. Locate adjacent to Home TV Booth	
5.1.4	Radio Broadcast Booth	2	100	200	Two (2) - Locate adjacent to TV Broadcast Booth.	
5.1.5	Scoreboard Control					
5.1.5.a	PA / Scoreboard / Sound	1	350	350	Locate at end of Press Box.	350
5.1.5.b	A/V Equipment Room	1	100	100	Locate adjacent to PA / Scoreboard / Sound Room.	
5.1.5.c	Electrical Room	1	60	60	Locate in Press Box.	
5.1.6	MLB Personnel	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 Toilet - Women	1	80	80	Provide 1 water closet, 1 lav.	
5.2.2	Press Toilet - Men	1	80	80	Provide 1 water closet, 1 urinal, 1 lav.	
5.2.3	Workroom	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 Locations					
5.3.1.a	High Home	1	64	64	Can be included with TV Broadcast Booth.	
5.3.1.b	Low 1st and 3rd	2	160	320	Locate at ends of Dugouts.	
5.3.1.c	High 1st and 3rd	2	64	128	Locate on Main Concourse.	
5.3.1.d	Center field	1	64	64	Locate on 3rd base side of Batter's Eye.	
5.3.1.e	Wireless	2	0	0	Allow for roaming cameras.	
5.3.2	Still Photo Locations					
5.3.2.a	Low 1st and 3rd	2	80	160	Locate at ends of Dugouts. May be shared with Low 1st and 3rd Camera Locations.	
5.4	MEDIA SUPPORT			0		-
5.4.1	Interview Room	0	300	0	Locate near Clubhouses.	
5.4.2	Toilet - Women	0	80	0	Locate adjacent to Interview Room.	
5.4.3	Toilet - Men	0	80	0	Locate adjacent to Interview Room.	
Total - Enclosed Areas				1,590 NSF		470 NSF
Net to gross 25%				400 SF		120 SF
Total - Outdoor Areas				736 SF		- SF
TOTAL				2,726 GSF		590 GSF

6.0 ADMINISTRATIVE FACILITIES						
Class 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	Reception / Waiting Area	1	200	200		
6.1.2	Offices - Walled					
6.1.2.a	Team Owner	1	250	250		
6.1.2.b	Team President	1	250	250		
6.1.2.c	General Manager	1	220	220		
6.1.2.d	Asst. General Manager	0	200	0		
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	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		-
6.2.1	Ticket Windows					
6.2.1.a	Main Entry	1	200	200	Provide four (4) ticket windows adjacent to Main Entrance.	
6.2.1.b	Secondary Entry	0	100	0	Provide two (2) ticket windows adjacent to Entrance.	
6.2.2	Offices - Walled					
6.2.2.a	Ticket Manager & assistant mgr	1	300	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 SF		-
TOTAL				5,200 GSF		-

7.0		TEAM / EVENT FACILITIES					
Class No.		Space Type	Units	SF	Total SF	Description	MLB Req'd
7.1		HOME CLUBHOUSE			5,845		5,395
	7.1.1	Team Dressing Area	1	1,000	1,000	Provide thirty two (32) 36"x72" lockers	1,000
	7.1.2	Toilet Room	1	320	320	Provide 2 urinals, 2 water closets, 8 lavs.	320
	7.1.3	Shower Room	1	180	180	Provide 10 showerheads.	180
	7.1.4	Drying Area	1	120	120	Locate adjacent to Shower Room.	120
	7.1.5	Custodial Closet	1	50	50	Locate adjacent to Shower & Toilet Rooms.	
	7.1.6	Training Room	1	400	400	Provide three (3) taping tables and wet hydrotherapy equipment area – (3) Whirlpools (1) ice machine (1) sink	400
	7.1.7	Trainer's Office	1	150	150	Provide two (2) desks and lockable casework. Provide view into taping & hydro area.	150
	7.1.8	Home Staff / Coaches' Locker Room	1	320	320	Provide Ten (10) 36"x72" lockers [8 Req] (32sf per locker recommended)	320
	7.1.9	Home Staff / Coaches' Toilets and Showers	1	225	225	Provide 1 urinal, 1 water closet, 2 lavs, 2 shower hds	225
	7.1.10	Home Field Manager's Office	1	200	200	Provide desk and small conference table - 6-8 in meeting.	200
	7.1.11	Home Field Manager's Toilet and Shower	1	130	130	Provide one (1) 36"x72" locker, 1 urinal, 1 water closet, 1 shower	130
	7.1.12	Team Commissary and Dining Area	1	300	300	Include meal serving area kitchenette area (elec. range w/oven & hood, 21 cf refrig, DW, kit sink w/disposal, and trash compactor.	300
	7.1.13	Team Dietician Office	0	150	0	Dietician's Office	
	7.1.14	Equip Manager Storage/Kitchen	1	300	300	Locate with direct access to Locker Room.	300
	7.1.15	Clubbies Lockers/RR/Shwr	0	200	0	Locate adjacent to Equipment Manager	
	7.1.16	Team Storage	1	200	200	Team Storage	200
	7.1.17	MLB Parent Club Storage Room	1	200	200	Lockable, year-round storage of MLB franchise-owned equipment.	200
	7.1.18	Laundry Room	1	300	300	Locate adj to Equip Mgr/Stor. (2) 50 Lb Washers (2) 70 Lb Dryer	300
	7.1.19	Weight Room	1	750	750	Visible from Strength Coach's Off. Shared between home / visitors	750
	7.1.20	Weight Room strength coach office	1	150	150	View to weight room – storage for supplements	
	7.1.21	Family Waiting Area w/ RR	1	300	300	Locate w/ direct access to Lobby area, near Team Dress Room.	300
	7.1.22	Video Coaching Area/Conf Room	1	250	250	Per 2/11/25 conversation, does this want to be larger?	
	7.1.23	Team Toilet	0	85	0	One group at each tunnel entrance	
	7.1.24	Bat Swing	0	150	0	Space for tee and net	
7.2		BATBOY/BATGIRL LOCKERS			0		-
	7.2.1	Clubhouse (Clubbie) Attend. Lockers	0	100	0		
7.3		MASCOT / STAR DRESSING AREA			150		-
	7.3.1	Dressing Room	1	80	80	Combine in one locker room/well ventilated	
	7.3.2	Toilet / Shower Room	1	70	70		
7.4		VISITOR CLUBHOUSE			2,855	Shared with MiLB and M & W USL teams.	2,705
	7.4.1	Team Dressing Area	1	1,000	1,000	Provide thirty two (32) 36"x72" lockers – 32 Lockers	1,000
	7.4.2	Toilet Room	1	250	250	Provide 4 water closets, 4 lavs.	250
	7.4.3	Shower Room	1	150	150	Provide 8 showerheads.	150
	7.4.4	Drying Area	1	100	100	Locate adjacent to Shower Room.	100
	7.4.5	Custodial Closet	1	50	50	Locate adjacent to Shower & Toilet Rooms.	
	7.4.6	Training Room	1	300	300	Provide one (2) taping table (2) whirlpool	300
	7.4.7	Trainers Office	1	100	100	Provide office for trainer	
	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)	230
	7.4.9	Visiting Field Manager's Office	1	150	150	Provide one (1) 36"x72" locker and desk. – 36"x72"	150
	7.4.10	Visiting Coaches' & Manager's Tlt/Shwr	1	225	225	Provide 2 urin, 2 wcs, 4 lavs, 4 shwr heads	225
	7.4.11	Team Commissary and Dining Area	1	300	300	Include small kitchenette area (elec. range w/oven & hood, 21 cf refrig, DW, kit sink w/disposal, and trash compact.	300
	7.4.12	Team Clubby	0	100	0	Locate with direct access to Locker Room.	
	7.4.13	Team Laundry	0	300	0	Shared with Home Clubhouse Laundry.	
7.5		FEMALE STAFF FACILITIES			400		350
	7.5.1	Locker Room	1	200	200	Provide four (4) 36"x72" lockers (near home and vis clubhouse) Split into two.	200
	7.5.2	Toilet / Shower Room	1	150	150	Provide 2 wcs, 2 lavs, 2 shwr heads	150
	7.5.3	Custodial Closet	1	50	50	Locate adjacent to Shower & Toilet Rooms.	
7.6		OFFICIALS' FACILITIES			750		350
	7.6.1	Officials' Locker Room	2	200	400	Provide four (5) 36"x72" lockers. Split into two (2) to accommodate USL req.	200
	7.6.2	Officials' Toilet/Shower	2	150	300	Provide 2 water closet, 2 lavs, 2 shower heads.	150
	7.6.3	Custodial Closet	1	50	50	Locate adjacent to Shower & Toilet Rooms.	
7.7		TUNNELS / ACCESS WAYS			7,200		2,000
	7.7.1	Batting Tunnels	2	2,000	4,000	Enclosed. Accessible to all clubhouses. Two 12h x 15w x 75l +5' buffer around	2000
	7.7.2	Batting Tunnel Storage	1	200	200	Enclosed. Locate adjacent to Batting Tunnel.	
	7.7.3	Player Dugout Access	2	1,000	2,000	Provide enclosed access from Clubhouses to Dugout.	
	7.7.4	Officials Field Access	1	1,000		Provide enclosed access from Officials' Facilities to Playing Field.	
	7.7.5	Public Field Access	1	1,000	1,000	Prov. enclosed access with disabled stg access/umpire access	
Total - Enclosed Areas					17,200		10,800 NSF
Net to gross 25%					4,300		2,700 SF
TOTAL					21,500 GSF		13,500 GSF

8.0 PLAYING FIELD FACILITIES						
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
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. <i>USL is uniform.</i>	
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

9.0 SERVICE & OPERATIONS FACILITIES						
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
9.1	STADIUM PERSONNEL FACILITIES			700		
9.1.1	Entrance/Security	1	200	200	Provide direct access to toilets.	
9.1.2	Toilet Room - Women	1	150	150	Provide 2 water closets, 2 lavs.	
9.1.3	Toilet Room - Men	1	150	150	Provide 1 urinal, 1 water closet, 2 lavs.	
9.1.4	Break Room	1	200	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	80	240	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	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	1	200	200	Locate adj to Field Maint Area. Store surplus seating parts, etc.	
9.3	LOADING DOCK			2,000		
9.3.1	Loading Dock	1	800	800	Outdoor Area for truck loading/unloading.	
9.3.2	Trash Compactor Room	1	700	700	Enclosed and air-conditioned room. Adjacent to Loading Dock.	
9.3.3	Recycling Bins	1	500	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	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	120	120		
9.5.6	Maint./Grounds. Lockers	1	250	250	6-8 lockers with integral combination lock	
9.5.7	Maint./Grounds. Break Room	1	200	200	Casework with sink	
9.5.8	Toilet / Shower Room	1	120	120	2 water closets, 2 lavs, 2 individual showers/drying area	
9.5.9	Bin Storage	1	200	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	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	200	200	Location to be determined.	
9.6.4	Telecommunications					
9.6.4.a	- Main Telecom Room	1	150	150	Location to be determined.	
9.6.4.b	- Secondary Telecom Room	2	85	170	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	2	50	100	Location to be determined.	
Total - Enclosed Areas				8,150 NSF		
Net to gross 20%				1,630 SF		
Total - Outdoor Areas				5,200 SF		
TOTAL				14,980 GSF		

10.0 SOUND SYSTEM & SCOREBOARD						
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
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.	
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	

SQUARE FOOTAGE SUMMARY

Class No.	Class Type					MLB Req'd
			Building Enclosed		Building Not Enclosed	
1.0	Site Requirements	-		47,850	SF	
2.0	Spectator Seating	-		-		
3.0	Spectator Facilities	18,755	NSF	37,500	SF	
4.0	Food & Retail Facilities	7,760	NSF	-		
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 NSF
	Seating Area - Concrete			31,650	SF	
	Seating Area - Grass			5,000	SF	
	Playing Field - Artificial Turf			125,000	SF	
	Bullpens - Artificial Turf			2,400	SF	
	Outdoor Equipment Storage			2,000	SF	
	Loading Dock Area			800	SF	
Total Building Area - Base Project		72,185	GSF	253,136	SF	146,170 GSF

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 Site Requirements
- 2.0 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
- 9.0 Service & Operations Facilities
- 10.0 Sound System & Scoreboard

(Blue is included in MiLB program)

1.0 SITE REQUIREMENTS						
Class No.	Space Type	Units	SF	Total SF	Description	USL
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 No.	Space Type	Units	SF	Total SF	Description	USL
2.1	SEATING - LOWER BOWL					
2.1.1	Fixed Seating	0	6	0	Included in Ballpark Program	
2.1.2	ADA Space(s)	0	20	0	20" armchairs 33" Concrete Treads & Risers	
2.1.3	ADA Companion Seating	0	10	0	Provide at all price levels.	
2.2	SEATING - Rail Seats					
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					
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					
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	0	ADA spaces provided by two (2) removable fixed seats in each suite.	
2.4.3	ADA Companion Seating	0	10	0	Utilize armchair adjacent to wheelchair space (at removable seats).	
2.5	SEATING - PARTY DECKS					
2.5.1	Third Base Deck	0	10	0	Two areas (1) @ sf & (1) @ sf	
2.5.2	First Base Deck	0	10	0		
2.5.3	Museum Deck	0	10	0		
2.6	SEATING - LOGE BOX					
2.6.1	Fixed Seating	0	10	0	Located between ADA seating on concourse	
2.6.2	ADA Space(s)	0	20	0	Fixed chairs with drink rail, 4 Topps opportunity. (10 Loge Boxes @ 4 seats each)	
2.6.3	ADA Companion Seating		10	0		
2.7	SEATING - BLEACHERS					
2.7.1	Fixed Seating	0	6	0	Not desired	
2.7.2	ADA Space(s)	0	20	0	18" Bench Seats. Assume seats in outfield lower bowl.	
2.7.3	ADA Companion Seating	0	10	0	Minimum 1% of Fixed Seating count.	
2.8	SEATING - PICNIC AREAS & STANDING ROOM ONLY					
2.8.1	Concrete Seating & Standing Area	0	10	0	NSF - Concrete Standing Area	
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)					
2.9.1	Berm Seating Area	0	10	0	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				

3.0 SPECTATOR FACILITIES								
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB	
3.1	SUITES & CLUBS			0				
3.1.1	Suites							
3.1.1.a	Season-Long	0	300	0	Premium location for both MILB and USL (4 suites @ 12 seats each)			
3.1.1.b	Field / Pitch-side Suites	0	300	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	0	120	0	Gathering areas along Suite Concourse.			
3.1.3	Indoor Stadium Club	0	20	0	Indoor Club area (sized for 200 club seats @ 15 sf/person). — Banquet for 200			
3.1.4	Outdoor Stadium Club	0	20	0	Outdoor Club area / Party Deck. Can be converted to future suites.			
3.2	GROUP SALES AREAS			0				
3.2.1	Picnic Areas							
3.2.2	Group Area (SRO) - Concourse	0	15	0	Area accommodating +/- 500 people each. Near Group Seating.			
3.3	PUBLIC TOILETS			0				
3.3.1	Toilets - Lower Deck + Loge Box + Bleachers + Berms + Picnic + SRO							
3.3.1.a	Women's Toilet (Fixtures)	0	50	0	Total Fixtures = Water Closets + Lavatories			
	Water Closets	0			Prelim Count for general seating (3,000) areas based upon 2021 IBC .			
	Lavatories	0			Prelim Count for general seating (3,000) areas based upon 2021 IBC .			
3.3.1.b	Men's Toilet (Fixtures)	0	50	0	Total Fixtures = Urinals + Water Closets + Lavatories			
	Toilets	0			Prelim Count for general seating (3,000) areas based upon 2021 IBC .			
	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	50	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 .			
	Lavatories	0			Prelim Count for general seating areas based upon 2021 IBC .			
3.3.2.b	Men's Toilet (Fixtures)	0	50	0	Total Fixtures = Urinals + Water Closets + Lavatories			
	Toilets	0			Prelim Count for general seating areas based upon 2021 IBC .			
	Urinals	0			2/3 of total Toilet Count			
	Water Closets	0			1/3 of total Toilet Count			
	Lavatories	0			Prelim Count for general seating areas based upon 2021 IBC .			
3.3.2.c	Family Toilet	0	80	0	Provide 1 water closet, 1 lav.			
3.3.2.d	Custodial / Storage Closet	0	50	0	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			
	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.			
3.4	GUEST SERVICES			0				
3.4.1	Guest Services/Marketing	0	120	0	Locate in highly visible location on Main Concourse.			
3.4.2	First Aid	0	200	0	Locate on Main Concourse. Includes RR. Near Guest Services			
3.4.3	Security Office @ Maint Area	0	140	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	150	0	Locate near Guest Services			
3.4.7	Family RR	0	65	0	Locate near Guest Services			
3.5	MISCELLANEOUS PUBLIC AREAS			0				
3.5.1	Outdoor Bar	0	0	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: - Play equipment, slab for carousel, wiffleball field			
3.6	CIRCULATION			0				
3.6.1	Concourses							
3.6.1.a	Main Concourse	0	5	0	Open concourse with view of field as much as possible.			
3.6.1.b	Suite Corridor	0	6	0	Circulation between lobby, suites, restrooms, pantry, storage, etc.			
3.6.2	Elevator Lobbies							
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	250	0	Assume at three (3) levels - Locker, Concourse, Suite/Press.			
3.6.2.c	Team Offices Elevator Lobby	0	250	0	Assume at three (3) levels - Concourse, 2nd Floor Team Offices, Roof Top			
3.6.3	Vertical Circulation							
3.6.3.a	Ramps	0	0	0				
3.6.3.b	Stairs	0	480	0	Assume at three (3) levels - Field, Concourse, Suite/Press.			
3.6.3.c	Elevators - Public	0	100	0	Assume at three (3) levels - Field, Concourse, Suite/Press.			
3.6.3.d	Elevators - Service	0	100	0	Assume at three (3) levels - Field, Concourse, Suite/Press.			
Total - Enclosed Areas				0 NSF				
Net to gross 15%				0 SF				
Total - Outdoor Areas				0 SF				
TOTAL				0 GSF				

4.0 FOOD & RETAIL FACILITIES							
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB
4.1	CONCESSIONS			0			
4.1.1	Concession Stand POS						
4.1.1.a	Main Concourse Stands	0	120	0	Based on 1 POS per 150 spectators - Includes storage area.		
4.1.1.b	Suite Level Stands	0	0	0	Assumes served by pantry.		
4.1.2	Vendor Commissary	0	15	0	Based on 1 unit per 150 spectators. For use by vendors.		
4.1.3	Food Court Seating Area	0	0	0	Not enclosed. Locate in highly-visible portion of Main Concourse.		
4.1.4	Grab and Go Concessions	0	0	0	Locate on Main Concourse - no additional sf req'd. Coordinate MEP req's.		
4.1.4	Portable Concessions	0	0	0	Locate on Main Concourse - no additional sf req'd. Coordinate MEP req's.		
4.1.5	Drinking Fountains						
4.1.5.a	Main Concourse	0			Provide drinking fountains on concourse @ 1 per 1000 spectators.		
4.1.5.b	Suite Level	0			Provide drinking fountains on concourse @ 1 per 1000 spectators.		
4.2	RESTAURANTS / BARS			0			
4.2.1	Restaurant / Bar	0	15	0	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			
4.3.1	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			
Total - Enclosed Areas				750 NSF			
Net to gross 20%				150 SF			
TOTAL				900 GSF			

5.0 MEDIA FACILITIES							
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB
5.1	PRESS BOX			0			
5.1.1	Writing Press	0	200	0	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	0	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	PA / Scoreboard / Sound	0	350	0	Locate at end of Press Box.		
5.1.5.b	A/V Equipment Room	0	100	0	Locate adjacent to PA / Scoreboard / Sound Room.		
5.1.5.c	Electrical Room	0	60	0	Locate in Press Box.		
5.2	PRESS BOX SUPPORT			0			
5.2.1	Press Toilet - Women	0	80	0	Provide 1 water closet, 1 lav.		
5.2.2	Press Toilet - Men	0	80	0	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	64	Elevated - Located on line extended from halfway line (18 - 25d angle)		
5.3.1.b	Eighteen Yard Line	2	64	128	Elevated - Located on left and right 18 yard line, same side as Main Follow		
5.3.1.c	Reverse Follow	1	64	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				0 NSF			
Net to gross 25%				0 SF			
Total - Outdoor Areas				448 SF			
TOTAL				448 GSF			

6.0 ADMINISTRATIVE FACILITIES							
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB
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	500			
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	0	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				4,840 NSF			
Net to gross 35%				1,700 SF			
TOTAL				6,540 GSF			

7.0 TEAM / EVENT FACILITIES							
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB
7.1	HOME CLUBHOUSE			4,950			
7.1.1	Team Dressing Area (Men & Women)	2	700	1,400	Provide minimum twenty (20) 24"x72" lockers + coaches writing board / screen		
7.1.2	Toilet Room	2	300	600	Provide 6 water closets, 4 lavs.		
7.1.3	Shower Room	2	180	360	Provide 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.		
7.1.11	Manager's Toilet and Shower	0	130	0	Provide one (1) 30"x72" locker, 1 urinal, 1 water closet, 1 shower		
7.1.12	Team Lounge Area	0	300	0	Include meal serving area kitchenette area (elec. range w/oven & hood, 21 cf refrig, DW, kit sink w/disposal, and trash compactor.		
7.1.13	Team Dietician Office	0	150	0	Dietician's Office		
7.1.14	Equip Manager Storage/Kitchen	0	300	0	Locate with direct access to Locker Room.		
7.1.15	Team Storage	2	200	400	Team Storage		
7.1.16	Laundry Room	1	200	200	Locate adj to Equip Mgr/Stor. (1) 50 Lb Washers (1) 70 Lb Dryer.		
7.1.17	Weight Room	0	750	0	Visible from Strength Coach's Off. Shared between home / visitors		
7.1.18	Weight Room strength coach office	0	150	0	View to weight room - storage for supplements		
7.1.19	Family Waiting Area w/ RR	0	300	0	Locate w/ direct access to Lobby area, near Team Dress Room.		
7.1.20	Video Coaching Area/Conf Room	1	200	200			
7.2	MULTI-PURPOSE ROOM			0			
7.2.1	Warm-up / Cool down	0	250	0	Near changing area, durable materials, flexible space. Use hitting tunnel area.		
7.3	MASCOT / STAR DRESSING AREA			0			
7.3.1	Dressing Room	0	80	0	Combine in one locker room/well ventilated		
7.3.2	Toilet / Shower Room	0	70	0			
7.4	VISITOR CLUBHOUSE			0			
7.4.1	Team Dressing Area	0	700	0	Shared with MilB		
7.4.2	Toilet Room	0	300	0	Provide 6 water closets, 4 lavs.		
7.4.3	Shower Room	0	180	0	Provide 6-8 showerheads.		
7.4.4	Drying Area	0	100	0	Locate adjacent to Shower Room.		
7.4.5	Custodial Closet	0	50	0	Locate adjacent to Shower & Toilet Rooms.		
7.4.6	Training Room	0	200	0	Provide space for training tables		
7.4.7	Trainers Office	0	100	0	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"		
7.4.11	Team Lounge Area	0	300	0	Include small kitchenette area (elec. range w/oven & hood, 21 cf refrig, DW, kit sink 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 uris, 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	250	Locate adjacent to locker rooms, field access, gurney, exam table, millwork		
7.5.5	Toilet Room	1	100	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	0	Provide 2 water closet, 2 lavs, 2 shower heads.		
7.6.3	Custodial Closet	0	50	0	Locate adjacent to Shower & Toilet Rooms.		
7.7	FIELD ACCESS WAYS			0			
7.7.1	Player Field Access	0	1,000	0	Provide enclosed access from Clubhouses to Field.		
7.7.2	Officials Field Access	0	1,000	0	Provide enclosed access from Officials' Facilities to Playing Field.		
7.7.3	Public Field Access	0	1,000	0	Prov. enclosed access with disabled stg access/umpire access		
Total - Enclosed Areas				5,300			
Net to gross 25%				1,330			
TOTAL				6,630 GSF			

8.0 PLAYING FIELD FACILITIES							
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB
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 AMENITIES			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			

9.0 SERVICE & OPERATIONS FACILITIES								
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB	
9.1	STADIUM PERSONNEL FACILITIES			0				
9.1.1	Entrance/Security	0	200	0	Provide direct access to toilets./150sf security office			
9.1.2	Toilet Room - Women	0	150	0	Provide 2 water closets, 2 lavs.			
9.1.3	Toilet Room - Men	0	150	0	Provide 1 urinal, 1 water closet, 2 lavs.			
9.1.4	Break Room	0	200	0	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	0	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	0	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	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	0	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	0				
9.5.2	General Storage	0	200	0	See by level			
9.5.3	Field Maintenance Storage	0	400	0	Tool Storage			
9.5.4	Custodial Maintenance Office	0	120	0				
9.5.5	Break Room	0	100	0				
9.5.6	Groundskeeping Office	0	120	0				
9.5.7	Maint./Grounds. Lockers	0	250	0	6-8 lockers with integral combination lock			
9.5.8	Maint./Grounds. Break Room	0	200	0	Casework with sink			
9.5.9	Toilet / Shower Room	0	120	0	2 water closets, 2 lavs, 2 individual showers/drying area			
9.5.10	Bin Storage	0	200	0	Located at Field Maint. Shop			
9.6	M/E/P FACILITIES			675				
9.6.1	Mechanical							
9.6.1.a	Mechanical Space	1	250	250	Initial area assumed to be 4% of net building area - distributed appropriately.			
9.6.2	Electrical							
9.6.2.a	Main Electrical Room	0	350	0	Location to be determined.			
9.6.2.b	Emergency Electrical Room	0	100	0	Location to be determined.			
9.6.2.c	Secondary Electrical Room	1	90	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							
9.6.3.a	Fire Pump Room	0	150	0	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	0	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 NSF				
Net to gross 20%				380 SF				
Total - Outdoor Areas				0 SF				
TOTAL				2,255 GSF				

10.0 SOUND SYSTEM & SCOREBOARD								
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB	
10.1	SCOREBOARD			0				
10.1.1	Main Scoreboard	1	0	0	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	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			

SQUARE FOOTAGE SUMMARY

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			0 SF	
	Seating Area - Grass			0 SF	
	Playing Field - Grass			100,000 SF	
	Outdoor Equipment Storage			0 SF	
	Loading Dock Area			0 SF	
Total Building Area - Base Project		16,325 GSF		109,448 SF	

**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.



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.



8005 S.E. 28th St.
Mercer Island, WA 98040

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BAYLEY

Sincerely,

Bayley Construction

Hans E. Hansen, DBIA
Region President

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

Design-Build Contract for Everett Outdoor Events Center
Exhibit C - Phase 1A Work and Fee Proposal

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 1B - 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
Bayley Construction - Join Software		\$ -	\$ 20,000.00	Purchased in Phase 1A, but deferred
Bayley Construction - ProCore		\$ -	\$ 105,000.00	billing to Phase 1B
Survey (Harmson)		\$ 74,235.00	\$ -	Part of GC/GR's in Construction
Geo Tech (GeoEngineers)		\$ 92,054.47	\$ -	
- Geo Tech - Contingency		\$ 25,000.00	\$ -	
Hazardous Materials Report & Testing (Rich Carlson)		\$ 60,000.00	\$ 30,000.00	
Summary		\$ 3,011,264.47	\$ 3,151,877.00	
Design Contingency 3%		\$ 90,337.93	\$ 94,556.31	We may use \$25K for Food Service
		\$ -	\$ -	Allowance and \$15K for renderings in
		\$ -	\$ -	future
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 an 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:
 - 1. Early drawing packages. Construction drawings will be delivered December 2025.
 - 2. 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 pre-payment 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

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

Please sign and date below to acknowledge your acceptance of this proposal.

Client:

Date

cc: Andy West, Greg Garlock, Hans Hansen

Design-Build Contract for Everett Outdoor Events Center
Exhibit C - Phase 1A Work and Fee Proposal

Everett Outdoor Event Center

City of Everett

May 6, 2025

Fee Proposal Calculation R3

DLR Group #

73-25119-00

BAYLEY

DLRGROUP

CONSTRUCTION COST LIMITATION				\$42,000,000			
We understand the baseline to be \$55M GMP which estimates a \$42M Construction Cost. Once scope/budget are finalized, fee will be revisited and adjusted accordingly.							
		% of CCL	Fee Amount	Comments	Consultant		
AIA BASIC SERVICES							
	Architectural / Interiors / Project Management	4.00%	\$1,680,000.00	Changed percentage from Original Draft	DLR Group		
	Civil	0.38%	\$157,600.00	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	PD	DLR Group		
	Landscape Architecture		\$42,000	*Estimate. Scope TBD	Walker Macy		
	Advanced Civil Design		\$630,400	For Specific Engineering of this site	KPFF		
	IT/Low Voltage Systems/Security; Acoustics/ AV		\$185,196	Proposal modified. Reduced \$16,104	WJHW		
	Field Design Consultant		\$125,000	Proposal received	DA Hogan		
	Signage/Wayfinding		\$79,500	Proposal modified. Reduced \$26,500	DLR Group XGD		
	LEED - leadership and documentation, Silver		\$49,950	Proposal received	DLR Group		
	Climate Strategy/Energy Modeling		\$77,000	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		\$25,000	Proposal received	RDH		
	Community Input Consultant		\$21,500	Proposal received	Headwater People, incl reimbursables		
	Food Service		\$0	TBD	TBD		
	Subtotal - Additional/Contingent Services		\$1,508,346				
	Subtotal consultant 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				

Design-Build Contract for Everett Outdoor Events Center
Exhibit C - Phase 1A Work and Fee Proposal

EXCLUDED, OPTIONAL ADDITIONAL SERVICES			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						
REIMBURSABLE EXPENSES							
	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 travel)		\$76,932				
	Out of State Travel - DLR Group only		\$100,000	Not to exceed reimbursables			

Design-Build Contract for Everett Outdoor Events Center
Exhibit C - Phase 1A Work and Fee Proposal

FEE BY PHASE							
	Phase	Percentage	Fee	Phase	Percentage	Fee	
PreDesign	Programming & Site Concept Planning	5.70%	\$219,255	Program Verification			
Phase 1	Schematic Design	14.30%	\$550,060	Schematic Design	0.00%	\$0	
	Design Development	25.00%	\$961,644	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
February 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 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

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:



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.



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	Base 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%.



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,

A handwritten signature in blue ink, appearing to read "Michael Kramer".

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.

llazar@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



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.

Mr. Andy West
April 8, 2025
Page 2

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.

Mr. Andy West
April 8, 2025
Page 3

	PHASE 1			PHASE 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	

Mr. Andy West
April 8, 2025
Page 4

*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.
 - Illumination calculations for approval by the City.

Mr. Andy West
April 8, 2025
Page 5

- 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)

Mr. Andy West
April 8, 2025
Page 6

FEES

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

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

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)

- Design Build Contract for Everett Outdoor Events Center
- Exhibit C - Phase 1A Work and Fee Proposal
- o CD Deliverable Deadline – Mid-November
 - Drawings
 - Specs
- o Construction Completion – April 2027

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

- Phase 1 – SD - DD(GMP)
 - o Attend Phase Kickoff Meetings, attend weekly meetings as needed
 - o Code Feedback
 - o Support Design Team with AHJ meetings/reviews
 - o Code Report
 - o Provide Consulting, as needed
 - o Life Safety Plans
 - o DD/GMP QAQC Review (Bluebeam Session)
- Phase 2 – CD - CA
 - o Attend Phase Kickoff Meetings, attend weekly meetings as needed
 - o Code Feedback
 - o Support Design Team with AHJ meetings/reviews
 - o Update Code Report
 - o Provide Consulting, as needed
 - o Update Life Safety Plans
 - o CD QAQC Review (Bluebeam Session)
 - o CA Support (RFIs and inquiries)
- Additional Fee/Scope Breakout
 - o 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: [402-393-4100](tel:402-393-4100) | d: [402-972-4099](tel:402-972-4099) | m: [402-659-4479](tel:402-659-4479)

[Explore our 2024 Annual Report](#)



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.

COMMISSIONING 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.

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

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

1. 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 start-up 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:

1. 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		Fee
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

P1: \$7,450
P2: \$27,630
T: \$35,080

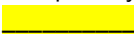
	Total Fee
Fundamental Commissioning Fee + Enhanced Commissioning Options - Phase 1	\$35,830.00
Fundamental Commissioning Fee + Enhanced Commissioning Options - Phase 2	\$89,030.00
Total Fundamental Commissioning Fee + Enhanced Commissioning Options	\$124,860.00

P1: \$26,930
P2: \$55,870
T: \$82,800

Notes:

1. 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:




Anthony Montez, PE, CxA | Senior Associate
National Commissioning Leader

By: _____
Its: _____
Date: _____



Proposal for Design Consultation Services

Project: Everett Multi-Purpose Stadium

Client: DLR Group & SOJ

Submitted by: Headwater People

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)

Team Member	Estimated Hours
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,

A handwritten signature in blue ink, appearing to read "Eric Gold", is positioned above the printed name.

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;

Contractor General Conditions	NA
Site Preparation & Demolition	NA
Site Storm Drainage Infrastructure P.O.C. (LS)	50,000
Subsurface Drainage & Field Base Construction (\$16/sf)	2,336,000
<u>Synthetic Turf Surfacing (\$7/sf)</u>	<u>1,022,000</u>
Estimated Construction Cost	\$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

1.9 COMPENSATION AND PAYMENT TO ENGINEER

A. We offer a lump-sum fee for all basic scope work as follows:

Task 1 Schematic Design (15%)	18,750
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:

By: _____

Title: _____

Date: _____

By:



Eric Gold, Principal

Date: April 2, 2025



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.
- **Excluded: 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

- LEED Energy Modeling - Points Estimate (IESVE)
 - 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.
 - Complete MEPC sheet, narrative, and LEED form
- Excluded scope: 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):
 - Update energy model based on DD documents.
 - 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

- Daylight/Glare Analysis of Alternate Designs for Fenestration, Glazing, & Shading Optimization - (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

- DD Fenestration, Glazing, & Shading Optimization - Daylight/Glare Model (Ladybug):
 - Run daylight & glare analysis
 - Share results with team & recommend design & materials
 - Coordinate w/design team to determine final design solution

- LEED Daylight Model - Final Daylight metrics (sDA and ASE)
 - Update/Recreate the model based on 100% CDs
 - 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

Design-Build Contract for Everett Outdoor Events Center
Exhibit C - Phase 1A Work and Fee Proposal

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 points	37
Admin Rate	1350.00
LEED Admin Total	\$ 49,950.00
LEED Admin: Phase I	\$ 32,467.50
LEED Admin: Phase II	\$ 17,482.50
Subtotal	\$ 49,950.00

*GC to complete all Const Credits, design team tasked to other credits

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)	\$ -
Simulation Fee, No Options	\$ 77,000.00
Simulation Fee + Options Above	\$ 77,000.00

Total HPD Design Fee (Administration + Simulation)	\$ 126,950.00
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Total HPD Design Fee + Options	\$ 126,950.00
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LEED Fees Not Included in Above Fee Proposal (pass through)

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



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) | 16. Freight Lobby and After-hours | 31. Stair ID (FoH / BoH) |
| 2. Amenity ID | 17. Identification Blade | 32. Stair Level ID |
| 3. Area of Refuge ID | 18. Information Signage on Millwork | |
| 4. Banners | 19. Informational Symbols | |
| 5. Bike Storage | 20. Interior Stairwell ID | |
| 6. Building Address (TBD) | 21. Loading Dock | |
| 7. Leasing Office ID | 22. Mail Services | |
| 8. Conference Room ID | 23. Maximum Occupancy | |
| 9. Dimensional Letters (P / S) | 24. No Smoking Notification | |
| 10. Directional (L / M / S) | 25. Office ID w/ Insert (L / S) | |
| 11. Directory (building / level) | 26. Pool Rules | |
| 12. Elevator Egress | 27. Residence Unit ID | |
| 13. Emergency Phone | 28. Restroom ID (FoH / BoH) | |
| 14. Fire Extinguisher & Defibrillator | 29. Retail Signage | |
| 15. Fitness Center Rules | 30. Security Restricted Area | |



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

A handwritten signature in black ink, appearing to read 'Adam M. Wells', written over a horizontal line.

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)
 - SD Deliverable Deadline – End of June
 - DD (GMP) Deliverable Deadline – Early September
- Phase 2 (CD-CA)
 - CD Deliverable Deadline – Mid-November
 - Construction Completion – April 2027

SCOPE OF EFFORTS

WJHW will:

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- 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)

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.
-

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.

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 in-house 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

P1 and P2 fee total revised to \$185,196 dated April 18. Revised proposal forthcoming.

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

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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

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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

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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.

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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.

A handwritten signature in black ink, appearing to read "Todd M. Semple". The signature is stylized with a large, looping initial "T" and "S".

Todd M. Semple
Principal



Johansen Mechanical
inc.

16372 177th Ave SE - Monroe, WA 98272
(425) 481-2266 Bus - (425) 486-6933 Fax

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.

Design-Build Contract for Everett Outdoor Events Center
Exhibit C - Phase 1A Work and Fee Proposal

- 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**)

Design-Build Contract for Everett Outdoor Events Center
Exhibit C - Phase 1A Work and Fee Proposal

- 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



Design-Build Contract for Everett Outdoor Events Center
12500 Aurora Avenue N Exhibit C - Phase 1A Work and Fee Proposal
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,

A handwritten signature in black ink, appearing to read "Jerod Gummer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jerod Gummer
Director of Large Construction

Preconstruction					
100% DD to GMP	4/1/2025	thru	9/8/2025	22.9	Weeks
	Rate	Hrs./Week	Weeks	Total Hrs.	Total
Project Executive/Director of Preconstruction					
Meetings	\$ 140	2.00	22.9	45.71	\$ 6,400
Assist in Design / Coordination	\$ 140	2.00	22.9	45.71	\$ 6,400
Project General Foreman					
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 Assistant					
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 Estimate					
Chief Estimator	\$ 105			20	\$ 2,100
Senior Estimator	\$ 75			20	\$ 1,500
Estimator	\$ 60			60	\$ 3,600
100% DD Estimate					
Chief Estimator	\$ 105			20	\$ 2,100
Senior Estimator	\$ 75			20	\$ 1,500
Estimator	\$ 60			80	\$ 4,800
Coffman Engineering SD Through DD					\$ 99,000
Misc.					\$ -
Parking					\$ 200
Total Reimbursable					\$ 200
Sub-Total					\$ 144,771
Fee	10.0%				\$ 14,477
B&O	0.584%				\$ 930
Total					\$ 160,179
Sub-Total SD through DD					
Construction Documents, VDC Coordination/Clash Detection & Construction Administration					
100% DD to 100% CD's	9/9/2025	thru	1/31/2026	20.6	Weeks
	Rate	Hrs./Week	Weeks	Total Hrs.	Total
Project Executive/Director of Preconstruction					
Meetings	\$ 140	4.00	20.6	82.29	\$ 11,520
Assist in Design / Coordination	\$ 140	4.00	20.6	82.29	\$ 11,520
Project General Foreman					
Assist in Design / Coordination	\$ 135	1.00	20.6	20.57	\$ 2,777
Prefabrication Coordination	\$ 135	2.00	20.6	41.14	\$ 5,554
Drawing & Constructability Review	\$ 135	40.00	1.0	40.00	\$ 5,400
Project Assistant					
Administrative Work	\$ 55	2.00	20.6	41.14	\$ 2,263
BIM Team					
BIM Coordination (100% DD to 100% CD)	\$ 135	20.00	20.6	411.43	\$ 55,543
50% CD Estimate					
Chief Estimator	\$ 105			20	\$ 2,100
Senior Estimator	\$ 75			40	\$ 3,000
Estimator	\$ 60			40	\$ 2,400
100% CD Estimate					
Chief Estimator	\$ 105			30	\$ 3,150
Senior Estimator	\$ 75			30	\$ 2,250
Estimator	\$ 60			60	\$ 3,600
SD Through DD Sub-Total					
Coffman Engineering DD Through CD & Construction Administration					\$ 99,000
Sub-Total					
Fee	10.0%				\$ 21,008
B&O	0.584%				\$ 1,350
Sub-Total					\$ 232,434
GRAND TOTAL					\$ 392,613



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
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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.
2. 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
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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
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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:	<u>\$39,600</u>
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
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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



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. **Basic Services:** 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.

2. **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.

4. **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. **Time of Performance:** 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. **Standard of Care:** 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. **Termination:** 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. **Insurance:** Coffman shall at its own cost and expense procure and maintain for the duration of this Agreement the following insurance policies:

- A. **Commercial General Liability Coverage:** \$1,000,000 per occurrence and \$2,000,000 aggregate coverage for bodily injury, personal injury, and property damage.
- B. **Automobile Liability Coverage:** \$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. **Professional Liability Coverage:** Coffman maintains professional errors and omissions coverage in an amount of \$1,000,000 on a claim made annual aggregate basis.

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. Limitation of Liability: 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.

12. 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. Jobsite Safety: 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. Hazardous Materials: 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. Mutual Consequential and Punitive Damages Waiver: 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. Assignment: 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. Severability: 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. Headings: 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.

20. 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. Amendments: This Agreement may be modified or amended only by a written document executed by both Coffman and Client.

22. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all Parties thereto and shall not be construed unfavorably against either Party.

23. No Third-Party Beneficiary: 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. Waiver: 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.

Coffman _____ Client Initials _____



Seattle Office Billing Rate Schedule

Effective January 1, 2025

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
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

Computer Charges from Other Systems: 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:
 - o Exterior receptacle layout.
 - o Exterior luminaire locations and luminaire types.
 - o Exterior equipment connections for site power.
 - o SnoPUD utility transformer and connection from the transformer to the main service switchboard.
 - o 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:
 - o Luminaire layout and luminaire tags for all areas.
 - o Lighting control devices laid out for all areas and designed per the Washington State Code.
 - o Switching zones and daylight zones.
 - o Locations of exit signs.
 - o Luminaire Schedule indicating fixture manufacturer and model series and wattages the lighting design was based around.
 - Power plans showing the following:
 - o Receptacle layouts for all areas.
 - o Connections for all known equipment requiring power such as elevators, fire alarm panels, refrigerators, copiers, coffee makers, track compactors, dock levelers, motorized doors, etc....
 - o Notation of generator backed devices.
 - o Electrical circuiting maps showing which areas of the facility and site are fed from which panelboards.
 - o 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.
 - o Location of temporary generator connection cabinet.
 - o Electrical rooms coordinated with the architect and adequately sized for the equipment.
 - o Electrical vehicles rough-in and day one charging locations.
 - HVAC & Plumbing power plans showing the following:
 - o Equipment connections and disconnects for each piece of mechanical and plumbing equipment.
 - o Electrical voltages and equipment rating for each piece of mechanical and plumbing equipment.
 - o 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.
 - 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.
 - Fire pumps and pump sizes shown.
 - Feeders that require 2-hour protection noted.
 - Energy meters needed meet the Washington State energy Code
 - Preliminary fault currents shown.
 - 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.



Design-Build Contract for Everett Outdoor Events Center
Exhibit C - Phase 1A Work and Fee Proposal

RED HAWK

FIRE PROTECTION, LLC

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.
7. (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	
Public Space	Light	.10	over the most remote area.
Retail	Ordinary II	.20	over the most remote area.

Sprinkler Heads

Location	Size	Response	Finish	Type
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.
9. 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.

Everett Multipurpose Stadium

Everett, Wa



\$331,748

BID DATE: 1/0/1900 183 Day Schedule

- GSF

Item	Notes	Quantity	Unit	Labor \$/Unit Amount	Material \$/Unit Amount	Equip \$/Unit Amount	Subcontract \$/Unit Amount	Unit Cost	Total	Category	Bid Form Sort
00 - Supervision and Administration		53.10							\$256,748		
PROJECT EXECUTIVE	Hans Hansen	0.00	WK	\$7,040	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	00
SENIOR PROJECT MANAGER	Stewart Potter	10.80	WK	\$5,600	\$60,480	\$0.00	\$0	\$0.00	\$0	\$5,600.00	\$60,480 00
PROJECT MANAGER	Maiya Loucks	11.60	WK	\$4,760	\$55,216	\$0.00	\$0	\$0.00	\$0	\$4,760.00	\$55,216 00
SENIOR SUPERINTENDENT	Chris Coleman	5.40	WK	\$5,040	\$27,216	\$0.00	\$0	\$0.00	\$0	\$5,040.00	\$27,216 00
DIR OF PRECON	Wade Meyer	11.60	WK	\$5,960	\$69,136	\$0.00	\$0	\$0.00	\$0	\$5,960.00	\$69,136 00
SENIOR ESTIMATOR	Jon Lindberg	0.00	WK	\$4,581	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
ESTIMATOR	Margarita Titova	12.00	WK	\$3,263	\$39,154	\$0.00	\$0	\$0.00	\$0	\$3,262.80	\$39,154 00
DLR -Practice Leader	Erica Loynd	0.00	WK	\$12,000	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
DLR - Professional II	Andy West	0.00	WK	\$7,000	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
DLR - Senior Expert	Greg Garlock	0.00	WK	\$14,000	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
DLR - Professional II	Danny Zegers	0.00	WK	\$7,000	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
DLR - Project Leader	Jesse Smith (Lighting)	0.00	WK	\$9,400	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
DLR - Professional II	Lisa Lazar	0.00	WK	\$7,000	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
BIM COORDINATOR	Margarita Titova	1.70	WK	\$3,263	\$5,547	\$0.00	\$0	\$0.00	\$0	\$3,262.80	\$5,547 00
		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
SAFETY ENGINEER		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
MARKETING LEAD		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
Intern		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
DIRECTOR OF SCHEDULING		0.00	WK	\$5,406	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
TBD3		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
TBD4		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
TBD5		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
TBD6		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
TBD7		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
TBD8		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 00
01 - Misc. / Investigation		-							\$30,000		
Surveyor Allowance	Excluded for now - Rates TBD	0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0 01
Geotech Allowance	Excluded for now - Rates TBD	0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0 01
Hazmat Allowance	Excluded for now - Rates TBD	0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0 01
Smart Start Consultant		0	LS	\$0.00	\$0	\$4,000.00	\$0	\$0.00	\$0	\$195.00	\$0 01
Professional Surveyor - Primary Control		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Professional Surveyor - Field Support		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Professional Surveyor - Sitework Layout		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0 01
Professional Surveyor - Site Electrical Layout		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Professional Surveyor - Structure Layout		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Professional Surveyor - Interiors Layout		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Industrial Hygienist Services		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Jobsite Travel		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Estimating Travel		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Project Outreach		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Employee Badging		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Hiring Fees		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Miscellaneous Expenses, Travel, Events		1	LSUM	\$0.00	\$0	\$30,000.00	\$30,000	\$0.00	\$0	\$30,000.00	\$30,000 01
Moving & Relocate		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Subsistence		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
Company Apartments		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
TBD		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 01
02 - Plans and Printing		-							\$0		
Project Plans / Printing		0	LSUM	\$0.00	\$0	\$1,500.00	\$0	\$0.00	\$0	\$0.00	\$0 02
As-Builts		0	LSUM	\$0.00	\$0	\$1,500.00	\$0	\$0.00	\$0	\$0.00	\$0 02
Hyperlink, Document Management Service		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 02
Electronic As-Builts (Auto Cad)		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 02
O & M Manuals		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 02
Project Documentation & Storage		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 02
DocuSign	[>500K = \$75], [550K-3MM = \$250] [3MM-5MM = \$700]	0	LSUM	\$0.00	\$0	\$1,500.00	\$0	\$0.00	\$0	\$0.00	\$0 02
03 - Virtual Design and Construction		-							\$45,000		
Coordination		0	MO	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 03
VDCO Execution Plan		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0 03
Project Model Consultant		1	LSUM	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$45,000.00	\$45,000 03
Software Training		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0 03
VEO		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0 03
Navisworks		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0 03
Sherlock (Flypaper)		0		\$0.00	\$0	\$0.00	\$0	\$80.00	\$0	\$0.00	\$0 03
4D Animation Updates		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0 03
Virtual Mockups		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0 03
VDC Laptop		0		\$0.00	\$0	\$0.00	\$0	\$6,800.00	\$0	\$0.00	\$0 03
VDC Monitor		0		\$0.00	\$0	\$0.00	\$0	\$500.00	\$0	\$0.00	\$0 03
Construction		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0 03
4D Model - Structure		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0 03
4D Model - MEP		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0 03
Laser Scan		0		\$0.00	\$0	\$850.00	\$0	\$280.00	\$0	\$0.00	\$0 03
3D Modeling		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$80.00	\$0 03
Laser Scan - Pour Checks		0		\$0.00	\$0	\$1,000.00	\$0	\$3,500.00	\$0	\$6,400.00	\$0 03
Laser Scan - Surface Analysis		0		\$0.00	\$0	\$1,000.00	\$0	\$3,500.00	\$0	\$6,400.00	\$0 03

[illegible]

Design-Build Contract for Everett Outdoor Events Center
Exhibit C - Phase 1A Work and Fee Proposal

Weekly Clean-Up Estimate			0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$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	\$0.00	\$0	06	
Janitorial Services			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
Final Clean-Up Estimate -Bldg.			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
Final Clean-Up Estimate - Site			0	LSUM	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$10,000.00	\$0	\$0.00	\$0	06	
Final Clean-Up Estimate - Parking			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
Hauling To & From Job			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$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	\$0.00	\$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	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Spray Fireproofing Work			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Leak Test Structures			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Air Barrier Testing			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
3rd Party Water Infiltration Testing			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Disinfect Structures			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
SWPP Inspections			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Third Party Crane Inspections			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
08 - Temp. Heat and Protection			-											\$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	\$0.00	\$0	08	
Heaters			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fuel			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fire Watch			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Ext. Bldg. Enclosure - Set			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Ext. Bldg. Enclosure - Remove			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Snow Removal			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fuel Piping - Highrise - Set			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fuel Piping - Highrise - Remove			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Masonry Heating & Prot.			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Curing Blankets			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Heaters			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fuel			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fire Watch			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Ext. Bldg. Enclosure - Set			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Ext. Bldg. Enclosure - Remove			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Temp Heat Permits			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Building Heating (Temp.)			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Building Heating (Perm.)			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
09 - Travel			-											\$0		
Cranes			0	MO	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Anchors			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Foundation			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Up/Down			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Climber to jack tower cranes			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Tie-Offs			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Freight			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Elect Service			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Elect Bill			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Operator			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Coordinator / Rigger			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Misc. Tower Crane Expenses			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
3rd Party Crane Inspections			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
RT Hydro Crane			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Third Party Crane Inspections			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Frt In/Out, Setup			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Frt In/Out, Setup			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Pads			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Rigging/Lifting Devices			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Operator			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Coordinator / Rigger			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Oiler			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoists			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$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	\$0.00	\$0	09	
Hoist Anchors			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Foundation			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Up/Down			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Jumps			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Platforms			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Freight In/Out			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	

Design-Build Contract for Everett Outdoor Events Center
Exhibit C - Phase 1A Work and Fee Proposal

Hoist Elect Service			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Elect Bills			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Operator (1 Cage)			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Operator (2 Cage)			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Insurance			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Third Party Inspections			0		\$0.00	\$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	\$0.00	\$0	09	
Forklifts			0		\$0.00	\$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	\$0.00	\$0	09	
Warehouse Fork Lift			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Forklift Operator			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$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	\$975.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Fuel			0	GAL	\$0.00	\$0	\$5.25	\$0	\$0.00	\$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	\$0.00	\$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	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Welders			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
200 Amp (G) Welder			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Generators			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Multiquip 45 KW			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	\$0.00	\$0	09	
Amida Light Plant			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Misc. Equipment			0		\$0.00	\$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	\$0.00	\$0	09	
Tennant Sweeper			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Dewatering Equipment			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Radio Base Station			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Radios			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Concrete Power Buggies			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Finishing Mach. & Blades			0		\$0.00	\$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	\$0.00	\$0	09	
Misc. Power Equip. ___% X Lab			0		\$0.00	\$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	\$0.00	\$0	09	
Repairs & Maintenance			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$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	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	10	
Equipment Use Tax			0		\$0.00	\$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	
			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		\$0		\$0		
Temporary Facilities			1	LS		\$0		\$0		\$0		\$0		\$0		
Building Services and Clean Up			1	LS		\$0		\$0		\$0		\$0		\$0		
Inspection and Quality Control			1	LS		\$0		\$0		\$0		\$0		\$0		
Temp. Heat and Protection			1	LS		\$0		\$0		\$0		\$0		\$0		
Equipment and Transportation			1	LS		\$0		\$0		\$0		\$0		\$0		
Sales & Use Taxes			1	LS		\$0		\$0		\$0		\$0		\$0		

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 (HARMSSEN) 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, HARMSSEN 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,

A handwritten signature in blue ink, appearing to read "Karen J. Smith".

Terms & Conditions, page 2

TERMS AND CONDITIONS**BILLING RATES – 2025**

Survey Principal	\$230
Survey Associate Principal	\$215
Survey Project Manager	\$200
Survey Instrument Operator	\$175
Survey Senior Instrument Operator	\$190
Survey Crew Chief	\$245
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
Utility Rate	\$170

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.

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

NAME: _____ Date

TITLE:

LAND OWNER (if not Client)

NAME: _____ Date

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.

BILLING ADDRESS (other)

ADDRESS:

HARMSEN, LLC

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 to the next downstream structure and the next upstream structure beyond the limits of survey.
- 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.

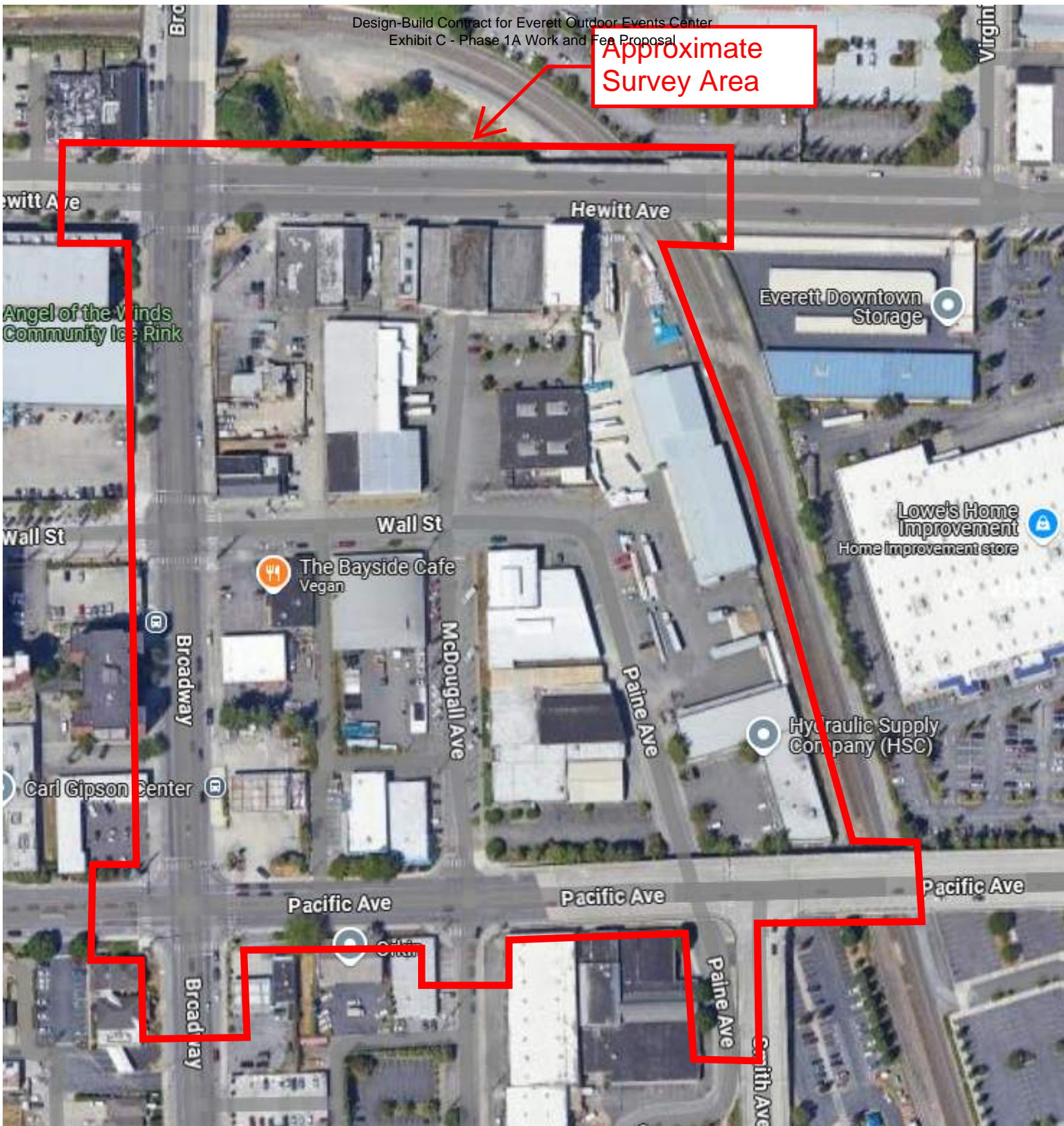


Everett – Outdoor Multipurpose Stadium

- 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**



2101 4th Avenue, Suite 950
Seattle, Washington 98121
206.728.2674

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

1. 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.

2. 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. Preliminary 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. Geotechnical 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. Supplemental 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

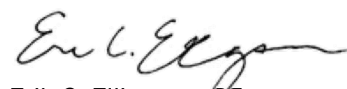
SCOPE ITEM NO.	TASK DESCRIPTION	FEE
Add Alternate 1 (Task 302) Total		\$26,250
Task 400. Final Design Support		
1	Collect groundwater readings (2 reading cycles)	\$1,600
2	Attend project team meetings and provide consultation during the design phase (assumes 5 1-hr meetings)	\$7,000
3	Plan and specification 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

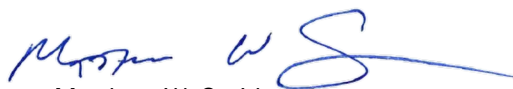
This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

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.

Sincerely,
GeoEngineers, Inc.


Erik C. Ellingsen, PE
Senior Geotechnical Engineer


Matthew W. Smith, PE
Senior Principal

ECE:MWS:nl

Attachments:

Figure 1. Proposed Explorations

One electronic copy submitted

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00661-144-00



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

Project Management	\$14,000
On site monitoring	\$14,000
Lab Analysis (bulk / air, etc)	\$2,000

Sub-Total Task 2 - \$30,000

Total Tasks 1 & 2 - \$90,000

City of Everett
General Conditions
of
Progressive Design-Build Contract
Between
Owner and Design-Builder

Everett Outdoor Event Center Project

Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times 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 the Contract Documents.

1.2 Basic Definitions

1.2.1 *Additional Services* refers to those services defined or described in Section 2.3.1.8 of the Contract.

1.2.2 *Allowance Items* are specific portions of the Phase 2 Work set forth in the GMP Amendment with the cost for such Work estimated in an assigned dollar amount.

1.2.3 *Allowance Values* are the dollar amounts assigned to Allowance Items.

1.2.4 *Application for Payment* is the Design-Builder's request for payment prepared and submitted in compliance with Article 8 of the Contract and Article 6 of these General Conditions of Contract.

1.2.5 *Apprentice* is a person enrolled in a State-approved Apprenticeship Training Program.

1.2.6 *Apprentice Utilization* is the percentage of Labor Hours, including Design-Builder and Subcontractor hours, performed by Apprentices on the Project.

1.2.7 *Apprentice Utilization Requirement* is the minimum percentage of apprentice labor hours required by the Contract Documents.

1.2.8 *Apprentice Wage Rates* are the applicable wage rates that are to be paid for an apprentice registered in a training program, separate from Journey Level rates, as set by the Washington State Apprenticeship Training Council and Washington State Department of Labor and Industries (L&I).

1.2.9 *Basis of Design Documents* are those documents specifically identified in the Phase 2 Proposal and GMP Amendment as being the "Basis of Design Documents" and shall include, but not be limited to, agreed upon modifications to the Owner's Initial Programming and Overview.

1.2.10 *Change Order* is defined or described in Section 9.1 of these General Conditions of Contract.

1.2.11 *Claim* is a demand or assertion by Design-Builder for itself or for the benefit of any Subcontractor or supplier of any tier seeking an adjustment of GMP or Contract Time, or both, or any other relief with respect to the terms of the Contract Documents.

1.2.12 *Construction Documents* are the documents, consisting of drawings and specifications, to be prepared and/or assembled by the Design-Builder consistent with the agreed Basis of Design Documents unless an adjustment has been made and is specifically set forth in a Change Order

executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.13 *Construction General Conditions Price* is defined or described in Section 7.4 of the Contract for the performance of the Construction General Conditions Work.

1.2.14 *Construction General Conditions Work* includes all work set forth in **Exhibit D** to the Contract.

1.2.15 *Contract* refers to the Progressive Design-Build Contract between Owner and Design-Builder for the Everett Outdoor Event Center (Modified DBIA 544), as negotiated.

1.2.16 *Contract Documents* are as defined in Article 3 of the Contract.

1.2.17 *Contract Price* is defined or described in Section 2.3.1.1 of the Contract.

1.2.18 *Contract Time(s)* are the dates for Substantial Completion and Final Completion set forth in, or calculable from, Article 6 of the Contract.

1.2.19 *Cost of the Phase 2 Work* is defined or described in Section 7.6 of the Contract.

1.2.20 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.21 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant (Engineer of Record), and Key Subcontractors (Key Firms) identified by the Design-Builder in its proposal in response to the Owner's Request for Proposals. The Key Firms are identified in Section 10.4 of the Contract.

1.2.22 *Design-Builder* is Bayley Construction, LP.

1.2.23 *Design-Builder's Contingency* is defined or described in Section 7.7.2 of the Contract.

1.2.24 *Design-Build Fee* is defined or described in Section 7.5 of the Contract.

1.2.25 *Design-Builder's Representative* is defined or described in Section 10.2.2 of the Contract.

1.2.26 *Design-Builder's Principal-In-Charge* is defined or described in Section 10.2.1 of the Contract.

1.2.27 *Design Consultant and/or Engineer of Record* is Key Team Member procured as part of the Design Builder's Team, a licensed design professional or employed or retained to furnish design services required under this Contract. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents. The Engineer of Record shall be a professional engineer licensed in the state of Washington.

1.2.28 *Differing Site Conditions* are defined or described in Section 4.2.1 of these General Conditions of Contract.

1.2.29 *Electronic Data* is defined or described in Section 12.1.1 of these General Conditions of Contract.

1.2.30 *Final Application for Payment* is defined or described in Section 6.6 of these General

Conditions of Contract and 8.4 of the Contract.

1.2.31 *Final Completion* is the date on which all Work, except for warranties, is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list and the submission of all documents set forth in Section 6.6.2 of these General Conditions of Contract.

1.2.32 *Force Majeure Events* are those unanticipated events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, national or regional labor disputes (but not labor disputes involving Design-Builder), earthquakes, pandemics, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. Force Majeure Events shall not include known events or conditions (and associated Legal Requirements) in existence at the time of execution of the GMP Amendment.

1.2.33 *General Conditions of Contract* refer to this Document.

1.2.34 *GMP or Guaranteed Maximum Price* is defined or described in Section 7.7 of the Contract.

1.2.35 *GMP Amendment* is an amendment to the Contract contingent upon Owner's approval of the Phase 2 Proposal as defined or described in Section 2.3.2.2 of the Contract.

1.2.36 *Good Faith Effort(s) (GFE)* describes the Design-Builder's efforts to meet the Apprentice Utilization Requirement.

1.2.37 *Hazardous Conditions* are any materials, wastes, substances, and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.38 *Labor Hours* are the total hours performed by all workers receiving an hourly wage who are subject to prevailing wage requirements for work performed on the Contract as defined by RCW 39.04.310. Labor Hours are determined based on the scope of work performed by the individuals, rather than the title of their occupations in accordance with WAC 296-127.

1.2.39 *Legal Requirements* are all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.40 *Notice to Proceed* is a formal written notice from Owner to Design-Builder instructing it to commence with all or some portion of the Work.

1.2.41 *Open-Book* means that all costs and expenses of any kind chargeable to the Owner shall be open and transparent to Owner. Owner has the right, directly or through agents or representatives of its choosing, to access and audit all information used or obtained by Design-Builder in formulating the price in Article 7 of the Contract. Any adjustment to price throughout the Project shall be made on an Open-Book basis as well. Open-Book pricing and payment procedures will not apply to a Lump Sum payment structure.

1.2.42 *Owner* is the City of Everett, Washington.

1.2.43 *Owner's Initial Programming and Overview* are developed by or for Owner to describe Owner's program opportunities and objectives for the Project, including use, space, price, time, site, and expandability requirements, as well as other expectations or wants that may be used to evaluate the Design-Builder's performance of the Work. Owner's Initial Programming and Overview are set forth in **Exhibit B** to the Contract.

- 1.2.44** *Owner's Representative* is defined or described in Section 10.1.2 of the Contract.
- 1.2.45** *Owner's Project Manager* is defined or described in Section 10.1.1 of the Contract.
- 1.2.46** *Inclusion Plan* is defined or described in Section 2.11.3 of these General Conditions of Contract.
- 1.2.47** *Owner's Representative* is defined as the professional consultant hired by Owner to support the administration this Project and alternative contracting method.
- 1.2.48** *Provided Information* are those documents itemized and linked in **Exhibit A** to the Contract.
- 1.2.49** *Pass-Through Costs* is defined or described in Section 7.6.3 of the Contract.
- 1.2.50** *Phase 1 Work* is that portion of the Work defined and described in **Exhibit C (Phase 1 Work)**.
- 1.2.51** *Phase 2 Work* is that portion of the Work defined and described in the **GMP Amendment**.
- 1.2.52** *Phase 2 Proposal* is defined and described in Section 2.3 of the Contract.
- 1.2.53** *Project* is the City of Everett Outdoor Multipurpose Stadium Project.
- 1.2.54** *Project Labor Agreement*, if any, is attached as an Exhibit to the GMP Amendment.
- 1.2.55** *Scheduled Substantial Completion Date* is the date set forth in GMP Amendment and is subject to adjustment in accordance with these General Conditions of Contract.
- 1.2.56** *Site* is the land or premises on which the Project is located.
- 1.2.57** *State-approved Apprenticeship Training Program* is an apprenticeship training program approved by the Washington State Apprenticeship Council.
- 1.2.58** *Subcontractor* is any person or entity retained by the Project (Designer or Builder) as an independent contractor, or service provider, to perform a portion of the Work at any tier and shall include materialmen and suppliers.
- 1.2.59** *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.
- 1.2.60** *Substantial Completion* or *Substantially Complete* means the Work, except for agreed punch list items, is sufficiently complete in accordance with the Contract Documents such that Owner can occupy and use the Project or a portion thereof for its intended purposes, and Design-Builder has provided all documentation and other information as is required by Section 6.6 of these General Conditions.
- 1.2.61** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring, and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents.
- 1.2.62** *Work Change Directive* is defined and described in Section 9.2 of these General Conditions of Contract.

1.2.63 *Work Product* is defined and described in Section 5.1 of the Contract.

Article 2

Design-Builder's Work and Responsibilities

2.1 General Work.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and Owner's Project Manager and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Project Manager shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Project Manager, or any Key Staff, may be replaced only with the mutual agreement of Owner and Design-Builder. Design-Builder shall be lawfully licensed, bonded, and insured in the jurisdiction where the Project is located. The Design-Builder shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Design-Builder is not authorized to enter into any agreements or undertakings for or on behalf of Owner or to act as or be an agent or employee of Owner.

2.1.2 Design-Builder shall provide Owner's Project Manager with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of all costs and expenses of the Project to the extent provided for in the Contract; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work, within the GMP, for the Contract Price and within the Contract Time(s).

2.1.3 Pursuant to Section 2.3.1.4 of the Contract, Design-Builder shall prepare and submit a schedule for the execution of the Phase 2 Work for Owner's review and response (Project Schedule). The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Contract to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the (i) the care and skill necessary to comply with the requirements of this Contract and (ii) care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project, whichever is greater. Notwithstanding the preceding sentence, if Owner's Initial Programming and Overview contains specific performance standards for any aspect of the Work, the design professional services shall be performed to achieve such standards.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1 hereof and Section 2.1.1 of the Contract. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3 hereof, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.7 Design-Builder's Phase 2 Work.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. Design-Builder shall always exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed in the state of Washington and qualified to perform the Work consistent with the Contract Documents. Owner approves Subcontractors identified in Section 10.3 of the Contract as Key Firms and Key Personnel. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.3.1 The Design-Builder shall include the language of this sub-paragraph in each of its first-tier subcontracts and shall require each of its Subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of Owner, Design-Builder shall promptly provide documentation to Owner demonstrating that the Subcontractor meets the subcontractor responsibility criteria below. The requirements of this subsection apply to all subcontractors regardless of tier. At the time of subcontract execution, Design-Builder shall verify that each of its first tier Subcontractors meets the following bidder responsibility criteria:

- a) If applicable, have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract award; (RCW 39.04.350(1)(a))
- b) Have a current Washington Unified Business Identifier (UBI) number (RCW 39.04.350(1)(b))
- c) If applicable, have:
 - i. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW (RCW 39.04.350(1)(c));
 - ii. A Washington Employment Security Department number, as required in Title 50 RCW (RCW 39.04.350(1)(c));
 - iii. A Washington Department of Revenue state excise tax

registration number, as required in Title 82 RCW (RCW 39.04.350(1)(c);

- iv. Not been found out of compliance by the Washington State Apprenticeship and Training Council under chapter 49.04 RCW for the one (1) year immediately prior to award (RCW 39.04.350(1)(e))
 - v. Receive training on the requirements related to public works and prevailing wages under Chapters 39.04 and 39.12 RCW (RCW 39.04.350(1)(f))
 - vi. For the 3-year period immediately preceding the date of award, it has not been determined by final and binding citation from Department of Labor and Industries to have willfully violated the provisions of RCW 49.48, 49.46, or 49.52. (RCW 39.04.350(1)(g))
- d) No Serious safety violations in the last 3 years as posted under Washington State's Labor and Industry's Workplace Safety & Health OSHA.
 - e) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3) (RCW 39.04.350(1)(d)).
 - f) Registration in the federal System of Awards Management (SAM.gov), has a current Unique Entity ID, and are eligible for federal award with no active suspensions or debarments.
 - g) If applicable hold an electrical contractor license, if required by Chapter 19.28 RCW;
 - h) If applicable hold an elevator contractor license, if required by Chapter 70.87 RCW.
 - i) If applicable hold a plumbing contractor license, if required by Chapter 18.106 RCW
 - j) Attests that the business has not been found non-compliant with apprenticeship requirements under state law for the two-year period immediately preceding the date of award.
 - k) Evidence of holding the appropriate level of bonding and insurance required by the Design-Builder related to the work of the subcontract and naming Owner as an additional insured with waiver of subrogation.
 - l) Attestation of no conflicts of interests with Owner or Owner staff.

2.7.4 Design-Build assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate

contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7.7 Prevailing Wages: The Design-Builder must comply with the provisions of Chapter 39.12 of the Revised Code of Washington, relative to the employment of Washington residents at or above the prevailing wages for the specific type of work involved as determined by the United States Department of Labor and will be required to certify to this effect prior to each and any payments made by Owner.

The prevailing rate of wages to be paid to all workers, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of chapter 39.12 RCW, and any amendments thereto. The rules and regulations of the Department of Labor and Industries and the Schedule of Prevailing Wage Rates for the locality or localities where this contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries are by reference made a part of this contract as though fully set forth herein.

In case any wage dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries and his or her decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, or as amended.

The Design-Builder shall acquaint itself with all conditions affecting labor rates and impending negotiations for labor agreements. The Design-Builder shall pay new schedules, when and if required, without additional cost to Owner.

Forms may be obtained from the Department of Labor & Industries. The fees for each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall accompany each form submitted to the Department of Labor & Industries. The Design-Builder is responsible for payment of these fees and shall make all applications directly to the Department of Labor & Industries. Such application, and any supplemental statements which may be necessary, shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

Prior to commencing work, each Design-Builder and each and every Subcontractor (subject to prevailing wage) shall file a sworn "Statement of Intent to Pay Prevailing Wages" (L&I Form #F700-029-000) with the Department of Labor and Industries certifying the rate of hourly wages to be paid each classification of laborers, workers, or mechanics employed upon the work by the Design-Builder or Subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Prior to any payment, the Design-Builder and each Subcontractor shall submit to Owner a "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor & Industries.

Each voucher claim or invoice submitted by a Design-Builder for payment on a project shall state: "Prevailing wages have been paid in accordance with the pre-filed Statement of Intent to Pay

Prevailing Wages on file with the public agency in accordance with RCW 39.12.04". Each invoice shall list sales tax as a separate line item.

Retainage shall be held by Owner in accordance with Chapter 60.28 RCW.

For projects over \$10,000, the Design-Builder must post an approved copy of the Statement of Intent, (listing the labor classification and wages used on the project) at the job site. In the event the Statement of Intent has not been approved by the Department of Labor & Industries before work begins, the complete listing of prevailing wage rates for that Owner may be posted and distributed in lieu of the approved Statement of Intent.

The Design-Builder shall, within ten days after it receives a written request, file a certified copy of the payroll records with Owner.

Upon completion of work, the Design-Builder and each and every Subcontractor (subject to pay prevailing wage) shall file a sworn "AFFIDAVIT OF WAGES PAID" (L&I Form #F700-007-000) with the Department of Labor and Industries certifying the rate of hourly wages paid each classification of laborers, workers, or mechanics employed upon the work by the Design-Builder or subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Upon completion of this contract, Owner must receive from the Design-Builder and each and every Subcontractor (subject to prevailing wage) a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor & Industries. Retainage, or Bond, will be released upon receipt of all necessary documentation (including but not limited to releases from the Department of Labor & Industries, Department of Employment Security and, when applicable, Department of Revenue), the settlement of any liens, and in accordance with Chapter 60.28 of the Revised Code of Washington.

Owner is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, Owner is providing the following applicable prevailing wage rate information:

A. 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/>

B. The effective prevailing wage date is the same date as the Execution Date of the GMP Amendment.

A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett, 2930 Wetmore Ave, Everett, WA and the City will mail a hard copy of the prevailing wage rates upon written request received within seven days of the Proposal Submittal Date.

Upon request, Owner will mail a hard copy of the applicable prevailing wage rates for this Project.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the

performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors, and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.8.4 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work.

2.8.5 The Design-Builder shall comply with the pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Ch. 296-155 WAC, "Safety Standards for Construction Work."

2.8.6 Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-307-560 et seq., the Design-Builder shall provide Owner copies of and have available at the Project Site a workplace survey and material safety data sheets for all "hazardous" chemicals under the control or use of Design-Builder or any Subcontractor of any tier at the Project Site.

2.9 Warranties and Guaranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, are considered defective. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents or otherwise unacceptable to Owner ("Defective Work"), including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Final Completion or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is Defective, submit a corrective action plan that details steps to correct Defective Work, including the correction, removal or replacement of the defective Work and any damage caused to other parts of the Work affected by the Defective Work.

Owner will review and approve a corrective action plan and provide authorization to commence corrective action. If Design-Builder fails to start corrective action within seven (7) business days, or as otherwise approved by Owner, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder's Bonding Agent with written notice of defective work and Design-Builder corrective action plan. The conditions of the Performance Bond will be enforced.

If in the event Owner must correct the Defective Work, Design-Builder shall be responsible for all costs incurred by Owner in performing such correction. If the Defective Work creates an emergency requiring an immediate response, emergency response costs are also the responsibility of the Design-Builder.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct Defective Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.11 Non-Discrimination and Inclusion Plan.

2.11.1 Design-Builder shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Design-Builder shall not participate either directly or indirectly in such discrimination, including discrimination in employment practices.

2.11.2 Design-Builder shall comply with all requirements of the federal Civil Rights Act.

2.11.3 Design- Builder shall actively and in good faith provide opportunities for Underutilized Firms as Subcontractors and suppliers in the performance of the Phase 2 Services. Design-Builder shall consider granting contracts to Underutilized Firms on the basis of substantially equal proposals in the light most favorable to the Underutilized Firm.

2.11.3.1 Design- Builder shall submit an Inclusion Plan as required by Section 2.3.1.14 of the Contract, reviewed and approved by the Owner prior to the execution of the GMP Amendment, that outlines the proactive strategies, resource commitments, and specific steps Design-Builder will take to effectively reach out to Underutilized Firms for the performance of the Phase 2 Services. As requested by Owner, Design- Builder shall furnish evidence of its compliance with these requirements.

2.11.3.2 As required by RCW 39.10.330(8), Design- Builder shall track and report to Owner and to the Washington State office of minority and women's business enterprises its utilization of Underutilized Firms. As used in this section, Underutilized Firms shall include veteran business enterprises (VBEs), minority business enterprises (MBEs), women business enterprises WBEs), minority women business enterprises (MWBEs), combination Business enterprises CBEs) and Socially and Economically Disadvantaged Business Enterprises (SEDBEs). The term VBE means a business at least 51% of which is veteran-owned. The terms MBE, WBE, MWBE, CBE and SEDBE are any such business that have been so certified by the State of Washington. As used in this section, these firms may include, but are not limited to, firms certified by the Office of Minority and Women Owned Enterprises (OMWBE), the US Government, registered with other relevant agencies, or those that are self-identified and accepted by Owner.

2.12 Apprenticeship.

2.12.1 Apprentice Utilization. This Contract includes an Apprentice Utilization Requirement. Fifteen percent or more of project Labor Hours shall be performed by Apprentices unless Good Faith Efforts are accepted. Apprentice Utilization will be determined using the Department of Labor and Industries (L&I) online Prevailing Wage Intent & Affidavit (PWIA) system.

2.12.2 Electronic Reporting. The Design-Builder shall use the PWIA System to submit the "Apprentice Utilization Plan". Reporting instructions are available in the application.

2.12.3 Apprentice Utilization Plan. The Design-Builder shall submit an "Apprentice Utilization Plan" by filling out the Apprentice Utilization Plan Form (WSDOT Form 424-004 or other form approved by the City) within 30 calendar days of Contract execution, however no later than the preconstruction meeting, demonstrating how and when they intend to achieve the Apprentice Utilization Requirement. The Plan shall be in sufficient detail for the City to track the Design-Builder's progress in meeting the utilization requirements. An Apprentice Utilization Plan shall be updated and resubmitted as the Work progresses or when requested by the City.

If the Design-Builder is unable to demonstrate the ability to meet the Apprentice Utilization Requirement with their initial Apprentice Utilization Plan submission, an effort must be made to find additional registered apprentices to perform on the contract. If after attempts have been made at every tier and every scope, the Design-Builder must submit GFE documentation to the City. The Design-Builder shall actively seek out opportunities to meet the Apprentice Utilization Requirement during the construction Work.

2.12.4 Contacts. The Design-Builder may obtain information on State-approved Apprenticeship Training Programs by using the Apprentice Registration and Tracking System (ARTS) <https://secure.lni.wa.gov/arts-public/#/program-search> or contacting the Department of Labor and Industries directly at:

Specialty Compliance and Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 or by phone at (360) 902-5320.

2.12.5 Compliance. The Design-Builder is expected to make attempts to employ Apprentices and shall include the requirement in any subcontracts at any tier. In the event that the Design-Builder is unable to achieve the Apprentice Utilization Requirement, the Design-Builder shall submit GFE documentation demonstrating the efforts and attempts they made. Final GFE documentation shall be submitted to the City after Substantial Completion but no later than 30 days after Physical Completion.

If the Design-Builder fails to actively attempt to employ Apprentices, submit GFE documentation, or if the Engineer does not approve the GFE, the Design-Builder will be assessed a penalty. The City will provide the Design-Builder with a written notice at Final Acceptance of the project informing the Design-Builder of the failure to comply with the Apprentice Utilization Requirement which will include a calculation of the penalty to be assessed as provided for in the Payment section in this special provision.

2.12.6 Good Faith Efforts. The GFE shall document the attempts (efforts) the Design-Builder (and any subcontractor at any tier) made to meet the Apprentice Utilization Requirement. Emails, letters, or other written communications with letterhead, titles, and contact information are required.

Documentation must include one or more of the following accepted GFEs:

1. Demonstrated Lack of Availability of Apprentices. Correspondence from State-

approved Apprenticeship Training Program(s), with project specific responses confirming there is a lack of availability of Apprentices for this project.

2. Demonstrated Disproportionate Ratio of Material/Equipment/Products to Labor Hours. Documentation explaining the bid includes a disproportionate high cost of material/equipment/products to Labor Hours. (E.g., a \$2 M estimated contract includes \$1 M or more in procurement costs of equipment to be installed.)
3. Demonstrated Lack of Necessary Labor Hours. Correspondence from a State-approved Apprentice Training Programs confirming there is not enough time in the project to meet required journey level to apprentice training ratios.
4. Demonstrated Lack of Available Approved Programs. Correspondence from State-approved Apprentice Training Programs, confirming there are no programs that train for the scopes included/anticipated on the project. Design-Builder and state programs to submit training program detail needs and details that could be used for future program creation.
5. Funding Precedent. Documentation that shows conflicting, more restrictive, or precedent requirements for other training on the Project. Examples include, but are not limited to, Tribal Employment Rights (TERO), Federal Training Hours, or Special Training that affect the ability to use state-registered apprentices.
6. Warranty Work. Documentation from Original Equipment Manufacturers, or similar, confirming that work performed must only be completed by certified journey-level installers or risk voiding warranty, or similar.
7. Other Effort. The Design-Builder may submit other evidence, documentation, or rationale for not being able to achieve the required Apprentice Utilization that are not covered in the other efforts named. Other efforts will still need to be corroborated by an independent, knowledgeable third-party.

Design-Builder may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Design-Builder /subcontractor they were working for when they graduated. If an Apprentice graduates during employment on a project of significant duration, they may be counted towards a GFE credit for up to one year after their graduation or until the end of the project (whichever comes first). Determination of whether Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new utilization percentage meets the Contract requirement, the Design-Builder will be reported as meeting the requirement in good faith.

If the Design-Builder achieves the required Apprentice Utilization an incentive will be assessed with Final Payment.

2.12.7 Approving Good Faith Efforts. The City will review submitted Good Faith Efforts and issue a determination. The City may request additional information, documentation, evidence or similar in order to approve such efforts. A determination by the City is final. The approved Good Faith Efforts will be loaded into the PWIA system by the City.

2.12.8 Incentive. An incentive \$5,000 will be provided with the Final Payment for Design-Builders who meet the Apprentice Utilization Requirement without a reduction by Good Faith Effort.

2.12.9 Penalty. When the Design-Builder fails to meet the Apprenticeship goal of 15%, a penalty will be assessed for each hour that is not achieved, unless a Good Faith Effort is approved by the City. Apprenticeship Hours will be measured for each hour of work performed by an apprentice as shown on the Monthly Apprentice Utilization Report, based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up. Apprenticeship Utilization Penalty will be calculated as described below:

Percent of goal met	Penalty per hour of unmet goal
100%	\$0.00
90% to 99%	\$2.00
75% to 89%	\$3.50
50% to 74%	\$5.00
1% to 49%	\$7.50
0%	\$10.00

2.13 Other Requirements

The Design-Builder shall comply with all requirements set forth in the Project Labor Agreement/Community Workforce Agreement, if such an agreement is attached to the GMP Amendment.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations, and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the Project Schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1. Provided Information. Design-Builder has access to Provided Information (the "Provided Information") listed in **Exhibit A** to the Contract. Provided Information is provided to Design-Builder for information only. Design-Builder understands and agrees that Owner shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost or cause of action whatsoever suffered by Design-Builder by reason of any use of any information contained

in the Provided Information or any action or forbearance in reliance thereon. Design-Builder further acknowledges and agrees that (a) if and to the extent Design-Builder or anyone on Design-Builder's behalf uses any of the information in the Provided Information in any way, such use is made on the basis that Design-Builder, not Owner, has approved and is responsible for such information, and (b) Design-Builder is capable of conducting and obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement such information, and that any use of such information is entirely at Design Builder's own risk and at its own discretion.

3.2.2 Except as otherwise provided in the Contract Documents, Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Owner's Representative.

3.3.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions, or defects in the performance of the Work. Provided, however, that the failure of Owner's Representative to provide such notice shall not relieve Design-Builder from the obligation to perform the Work and deliver the Project in a manner consistent with its obligations under the Contract Documents. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.4 Government Approvals and Permits.

3.4.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees for the Project, that are not required by law to be obtained by Owner.

3.5 Owner's Separate Contractors.

3.5.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with, Design-Builder to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or

rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.1.7 Training and Reporting

4.1.7.1 All workers onsite who are involved in demolition, construction, installation, or excavation activities must have current Asbestos Awareness Training, as required by WAC 296-62-07722(6).

4.1.7.2 Prior to bringing onsite any chemicals listed in 6 CFR part 27, Appendix A, the Design-Builder shall submit for itself and for all Subcontractors a completed "Contractor Declaration and Reporting Form for Department of Homeland Security – Chemicals of Interest."

4.1.8 General Requirements When Design-Builder Performs Hazardous Conditions Abatement

4.1.8.1 SUPERVISORY AUTHORITY: Design-Builder assumes all responsibilities and shall perform all required work under applicable regulations related to its supervisory authority over Subcontractors and personnel performing work related to hazardous materials.

4.1.8.2 ACCESS RESTRICTIONS: Work described in the Contract Documents includes restriction of access to work areas during hazardous materials activities. Access to various work areas by the general public, Subcontractors, and other individuals will not be possible during certain hazardous materials work sequences, as specified in the Contract Documents. Design-Builder shall coordinate the Work to facilitate access by Subcontractors while enforcing work area restrictions and shall minimize disruption to building occupants and services.

4.1.8.3 WORKING HOURS: No hazardous materials work shall occur when building users have access to work areas. Schedule all hazardous materials work to occur in accordance with schedule requirements outlined elsewhere in the Contract Documents, and when work areas have been vacated by building users.

4.1.8.4 EMERGENCY CONTACTS: Designated qualified representatives of the Design-Builder and specific hazardous materials Subcontractors are to be available on a 24-hour emergency basis for the duration of the Work. Provide contact information to Owner's Representative for inclusion in the Project emergency contact list.

4.1.8.5 GENERAL HAZARDOUS MATERIALS SUBMITTALS: Design-Builder shall review the scope of work and submittal requirements outlined in the Contract Documents. Design-Builder shall submit and require all subcontractors performing the work of handling or disposing of any hazardous materials to submit, pertinent information required by the Contract Documents. Examples of work and impact may include abatement, demolition, saw cutting, roto-hammering, welding, sanding, drilling, scraping or other remodeling and metals-related impact, impact of asbestos-containing joint compound or other material with <1% asbestos, PCB ballast removal or light tube removal and disposal.

4.1.8.6 REGULATIONS, LAWS, and ORDINANCES: Design-Builder shall comply with all applicable regulations, laws and ordinances concerning the impact, removal, handling, storage, disposal, monitoring and protection against exposure or environmental pollution related to hazardous or regulated materials and conditions. Impacts to hazardous or regulated materials that may be required by the Work may include, but are not limited to: manual demolition, mechanical demolition, cutting, sawing, drilling, sanding, scraping, welding, power-washing or torch-cutting. Confirm required impacts with other applicable specification sections and drawing sheets. Design-Builder shall furnish all labor, materials, equipment, services, and insurance that is specified, shown, or reasonably implied for the removal and handling of hazardous materials as part of the Work.

4.2 Differing Site Conditions.

4.2.1 Differing Site Conditions. If Design Builder encounters conditions that were concealed physical conditions that could not have reasonably been discovered, which differ materially from those indicated in the Validation Report, Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents (collectively, a "Differing Site Condition"), then Design Builder shall give written notice to Owner within 24 hours after becoming aware of or having encountered such condition. Design-Builder shall not perform any Work in connection therewith (except for an emergency) until receipt of written order to do so. After receipt of such written notice, Owner will promptly review the pertinent condition.

4.2.2 Possible GMP and Contract Time Adjustments

4.2.2.1 If Design-Builder seeks to have the GMP or the Contract Time, or both, adjusted due to the existence of a Differing Site Condition, Design-Builder shall comply with the provisions of Article 9 in addition to the requirements of this Section 4.2.

4.2.2.2 Design-Builder **shall not** be entitled to any adjustment in the Contract Price or Contract Time if:

- a) Design-Builder knew of the existence of such conditions at the time Design-Builder and Owner negotiated this Contract; or
- b) Design-Builder failed to give the written notice as required by Section 4.2 and/or comply with Article 9.
- c) Design-Builder knew, or should have known, of such conditions during Phase 1 of the Project but failed to identify such conditions, document such conditions in the Contract Documents, or otherwise take into account the conditions when designing the Project.

4.2.2.3 If Design-Builder complies with the provisions of Article 9 and this Section 4.2 and Owner and Design-Builder are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the GMP or Contract Time, or both, a Claim may be made by Design-Builder as provided in Article 10.

Article 5

Insurance and Bonds

5.1 Insurance. The Design-Builder shall provide insurance consistent with and in accordance with the requirements of Article 11 of the Contract.

5.2 Bonds. The Design-Builder shall provide performance and payment bonds consistent with and in accordance with the requirements of Article 11 of the Contract.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 The Design-Builder shall submit a Schedule of Values at least 15 days prior to submitting its first Application for Payment. The Schedule of Values shall reasonably allocate the Contract Price among the various portions of the Work; be complete; be organized to include detailed breakdown of each major unit of the Work; be organized to correspond to Design-Builder's schedule; break down the Contract Price showing the value assigned to each part of the Work; be so organized as to facilitate assessment of work and payment of Subcontractors; and be balanced. To the greatest extent possible, the breakdown shall use the same tasks or units as the Design-Builder's Master Project Schedule. Design-Builder shall provide documentation substantiating the cost allocation if asked by Owner. Upon acceptance of the Schedule of Values by Owner, it shall be used as a basis for all requests for payment.

6.1.2 Owner will timely review and approve the Schedule of Values so as not to delay the submission of the Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Payments.

Owner shall make payments for Phase 1 Work and Phase 2 Work in accordance with Section 8 of the Contract.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Contract, Owner shall pay Design-Builder all amounts properly due, less statutory retainage. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment because of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, to resubmit disputed amounts.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Contract.

6.4 Design-Builder's Payment Obligations.

6.4.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.5 Substantial Completion.

6.5.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice (and all required documents and information), Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion. Design-Builder's notice shall include the following documents and information:

6.5.1.1 An affidavit certifying 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 Work through the date of the notice which will in any way affect Owner's interests;

6.5.1.2 All operating manuals, warranties, record documents and other deliverables required by the Contract Documents; and

6.5.1.3 A signed and stamped set of all calculations supporting the design of the Project.

6.5.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all

remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, and subject to the Retainage requirements of RCW 60.28 and Section 8.3 of the Contract.

6.5.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.5.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.6 Final Payment.

6.6.1 After receipt of a Final Application for Payment from Design-Builder, together with all information required by Section 6.6.2 below, Owner shall make final payment by the time required in the Contract if Design-Builder has achieved Final Completion.

6.6.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.6.2.1 An affidavit certifying 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 Work which will in any way affect Owner's interests;

6.6.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.6.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.6.2.4 All reports, records, training and operating manuals, warranties and other deliverables required by the Contract Documents; and

6.6.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.6.3 Deficiencies in the Work discovered after Substantial Completion, whether such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend, with counsel reasonably acceptable to Owner, any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States

patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information, and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses incurred by or awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after Substantial Completion. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification. In addition to any other indemnification of defense obligation that Design-Builder may have under the Contract Documents, Design-Builder shall defend, indemnify, and hold Owner, its officers, officials, employees, and agents (the "Indemnified Parties") harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property,

caused by or resulting from:

7.4.1 The sole negligence or willful misconduct of Design-Builder or any of its Design Consultants or Subcontractors or Suppliers of any tier, or the agents or employees of same (collectively, the "Design-Build Parties");

7.4.2 The concurrent negligence of the Design-Build Parties, but only to the extent of the negligence of the Design-Build Parties;

7.4.3 A breach of this Contract by the Design-Build Parties;

7.4.4 The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.

In addition to a remedy authorized by law, Owner may retain so much of the money due the Design-Builder as deemed necessary by Owner to ensure the defense and indemnification obligations of this section until disposition has been made of such suits or claims.

Pursuant to RCW 4.24.115, claims, suits, or actions result from the concurrent negligence of (a) the Indemnified Parties and (b) the Design-Build Parties the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Design-Build Parties' negligence.

In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Design-Builder, its consultants of any tier, Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Design-Builder or any consultant or Subcontractor under Title 51 RCW, the Industrial Insurance Act, or any other employee benefit acts. In addition, Design-Builder waives immunity as to Owner only, in accordance with Title 51 RCW. The Design-Builder intends to indemnify, defend and hold Owner harmless to the fullest extent allowed by applicable law, and, therefore, any limitation on indemnity shall automatically be deemed amended without further act by either party so as to remove any of the restrictions contained in this Section no longer required by then applicable law. To the extent that applicable law invalidates any portion of this Section, the remainder shall be construed to provide the broadest protection to Owner allowed by applicable law. The parties acknowledge that the foregoing waiver of Title 51 RCW immunity was mutually negotiated and that the provisions of this Section shall survive expiration or termination of this Contract by either party for any reason. The Design-Builder shall similarly require that each subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 6 of the Contract. By executing the Contract, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of Design-Builder. By way of example, events that may entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. Design-Builder shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

8.2.2 Design-Builder is not entitled to a change in Contract Time unless the progress of the Work on the critical path is delayed and completion of the Work within Contract Time is delayed. A Request for a Change Order that includes a request for an adjustment in the Contract Time shall be delivered to Owner in accordance with Article 9 herein and, in addition to any requirements in Article 9, shall:

- a. Include a clear explanation of how the event or conditions specifically impacted the critical path and overall construction schedule and the amount of the adjustment in Contract Time requested.
- b. Demonstrate that the delay could not have been avoided by re-sequencing of the Work or other reasonable alternatives.
- c. Be limited to the change in the critical path of a construction schedule, and any updates, attributable to the event or conditions which caused the request for adjustment.

8.3 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder may also be entitled to an appropriate adjustment of the GMP; except that the GMP shall not be adjusted for Force Majeure Events.

Article 9

Changes to the GMP and Contract Time

9.1 Authorized Changes in the Work

9.1.1 General. After execution of the Contract, Changes in the Work are effective solely by Change Order or Work Change Directive.

9.1.2 Change Order. A Change Order is a written instrument issued after execution of the Contract signed by Owner and Design-Builder, stating their agreement upon all of the following:

- 9.1.2.1** The scope of the change in the Work;
- 9.1.2.2** The amount of the adjustment to the GMP, if any; and
- 9.1.2.3** The extent of the adjustment to the Contract Time(s), if any.

A Change Order shall constitute full payment and final settlement of all Claims for Contract Time adjustment and for direct, indirect, and consequential costs, including costs of delays,

inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either recovered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

9.1.3 Design-Builder Request for Change Order. Change Order requests may be initiated by Design-Builder in accordance with this subsection 9.1.3.

9.1.3.1 If Design-Builder believes that it is entitled to relief for any event or condition arising out of or related to the Work or Project, Design-Builder shall provide to Owner a written Notice of Intent to Submit a Request for Change Order no later than seven (7) days after the event or condition giving rise to the claim for relief.

9.1.3.2 Unless Owner's Representative issues written notice authorizing Design-Builder additional time to submit the Request for Change Order, Design-Builder shall provide a written Request for Change Order to Owner's Representative no later than 21 days after delivery of the Notice of Intent to Submit a Request for Change Order. The Request for Change Order must include (a) a description of the request, rationale, and specific provisions of the Contract Documents, (b) specific dollar amount of the requested change to GMP, covering all costs associated with the requested Change Order; (c) specific request for change in Contract Time (number of days); and (d) all documentation supporting the Request for a Change Order, including but not limited to all cost records, schedule analysis, and the documents identified in the Contract Documents, that are in any way relevant to the Design-Builder's Request for Change Order.

9.1.3.3 Pending resolution of Design-Builder's Request for a Change Order, Design-Builder shall continue to perform all Work including, at the written request of Owner, the work associated with the pending Request for Change Order.

9.1.3.4 A Request for Change order that is not accepted by Owner within 30 days after receipt by Owner is deemed denied.

9.1.3.5 If Design-Builder disagrees with denial of a Request for Change Order, the Design-Builder's sole remedy shall be to file a fully documented Claim in accordance with Article 10 within 30 days after Design-Builder's receipt of the denial or within thirty (30) days after the denial is deemed to have occurred under Section 9.1.3.4 above.

9.1.4 Unilateral Change Order. Owner may unilaterally issue a Change Order at any time, without invalidating the Contract and without notice to sureties. If any such Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Work, Owner may make an adjustment in the GMP, Contract Time, or both, in accordance with the Contract Documents. If Design-Builder disagrees with the adjustment to the GMP or Contract Time as indicated in a Unilateral Change Order, Design-Builder's only remedy shall be to file a fully documented Claim in accordance with Article 10. Regardless of any such disagreement, the Design-Builder is required to continue with performance of all Work, including work associated with the Unilateral Change Order.

9.1.5 Owner Change Order Proposal. Change requests may be initiated by Owner through a Change Order Proposal submitted to Design-Builder. Such a request is for information and pricing only and is not an instruction to execute changes or to stop work in progress, unless issued as a Work Change Directive. Upon receipt of Owner Change Order Proposal, the Design-Builder shall promptly submit its proposed costs and pricing. If Owner and Design-Builder agree

to the terms of the cost and pricing for the proposed change, they shall execute a mutually acceptable Change Order to authorize the change.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the GMP and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 GMP Adjustments and Pricing.

9.4.1 For the Design-Builder, the value of any changed Work or of any Claim for an increase or decrease in the GMP or Contract Price shall be limited to the Cost of the Work and the Fee and markups set forth in the Contract. For Subcontractors of any tier, the total cost of any changed Work or of any other increase or decrease in the GMP or Contract Price, including a Claim, shall be established based on lump sum quotations whenever possible. If the parties are unable to agree upon such lump sum costs, then reimbursable costs shall be limited to the following components:

9.4.1.1 Direct labor costs: Actual labor costs determined by the number of additional craft hours and the hourly costs necessary for the Subcontractor to perform the Change in the Work. The hourly cost shall be based upon the following:

- .1 Basic wages and fringe benefits:** The hourly wage (without markup or labor burden) and fringe benefits paid by the Subcontractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Subcontractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Subcontractors shall provide to the Owner copies of payroll records, including certified payroll statements upon the Owner's request.
- .2 Workers' insurances:** Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.

- .3 Federal insurances:** Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

9.4.1.2 Direct material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the Change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design-Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.

9.4.1.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment necessary and appropriate for the Work is used solely on the change at the site times the applicable rental cost as established in Exhibit E and if not established therein, then by the lower of the local prevailing rate published in The Rental Rate Blue Book by EquipmentWatch, Atlanta, Georgia, as modified by the latest edition of the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party as evidenced by rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site. If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the change are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for providing all oil, lubrication, repairs, maintenance, and insurance. No gas surcharges shall be charged to Owner unless charged to Design-Builder by the vendor. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use (and standing by for longer than one (1) week) on the changed Work shall be fifty percent (50%) of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work.

9.4.1.4 Costs of Lower-Tier Subcontractors: These are payments a Subcontractor makes to lower-tier Subcontractors for changed Work performed by such lower-tier Subcontractors. Such Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section.

9.4.1.5 Subcontractor's Fee: This is the percentage amount for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineer, other engineers (except design engineers), estimator, and their vehicles and clerical assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, printing and copying, layout and control, quality control/assurance, purchasing, small or hand tool (a tool that costs \$500 or less and is normally provided by the performing contractor) or expendable charges, preparation of as-built drawings, impact on unchanged Work, Claim and Change preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No Fee shall be due, however, for direct settlements of Subcontractor claims by the Owner after Substantial Completion. The Fee shall be limited in all cases to the following schedule:

- .1 A Subcontractor of any tier shall receive 12% of the cost of any materials supplied or work properly performed by that Subcontractor's own forces.
- .2 A Subcontractor of any tier shall receive 8% of the amount owed (less fee) directly to a lower-tier Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.
- .3 A Subcontractor of any tier shall receive no more than 5% of any amounts owed (less fee) to any remote, sub-tier subcontractors which are within the lines of contractual responsibility but not in privity of contract with such Subcontractor, for work performed by that remote, sub-tier subcontractor.
- .4 The cost to which this Fee is to be applied shall be determined in accordance with Sections 9.4.1.1 through Sections 9.4.1.4. None of the fee percentages authorized in this Section 9.4.1.5 may be compounded with any other fee percentage or percentages authorized in this paragraph.
- .5 The total summed Fee of the first-tier Subcontractor and all lower-tier Subcontractors shall not exceed 25%. If the Fee would otherwise exceed 25%, the Design-Builder shall proportionately reduce the Fee percentage for the Design-Builder and all Subcontractors except for the Subcontractor supplying material or performing work with its own forces. None of the fee percentages authorized in this Section 9.4.1.5 may be compounded with any other fee percentage or percentages authorized in this Section.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. The parties acknowledge that the fees listed in this Section are higher than the fees and overhead normally included in determining the Subcontractor's subcontract price; that these higher percentages are a sufficient amount to compensate the Subcontractor for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Subcontractor for some Changes compensates the Subcontractor for any Changes for which the Subcontractor believes the percentage is otherwise insufficient.

9.4.1.6 Cost of change in insurance or bond premium: This is added to the sum of the amounts specified in Sections 9.4.1.1 through 9.4.1.5 and is defined as:

- .1 Subcontractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance, subject to audit, and not to exceed 1.25%) of any changes in the Subcontractor's liability insurance arising directly from the changed Work; and
- .2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability, subject to audit, and not to exceed 1.0%) of the change in the Subcontractor's premium for any statutorily or contractually required performance and payment bond arising directly from the changed Work.

Upon request, the Subcontractor shall provide the Owner with supporting documentation from its insurer or surety of any claimed cost.

9.4.1.7 The costs reimbursable to Design-Builder and Subcontractors of any tier may not include consultant costs, attorneys' fees, or Claim preparation expenses as such matters are not recoverable from the Owner.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the GMP and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Claims and Disputes

- 10.1 Condition Precedent to Filing a Claim.** The following actions are a mandatory condition precedent to filing a Claim: (a) a Request for Change Order is denied or deemed denied by Owner or (b) a Unilateral Change Order is issued by Owner.
- 10.2 Claim Deadline.** Unless otherwise agreed to in writing by Owner, a fully documented Claim shall be received by Owner within thirty (30) days after the denial or deemed denial of a Request for Change Order, or, in the case of a Unilateral Change Order, Design-Builder's receipt of Owner's decision regarding Contract Time or GMP adjustments pursuant to the Unilateral Change Order. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Design-Builder, on behalf of itself and its Subcontractors and suppliers, of the Unilateral Change Order or Owner's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order or Unilateral Change Order.
- 10.3 Design-Builder's Obligation to Continue Work.** Pending final decision of a Claim hereunder, the Design-Builder shall proceed diligently with the performance of the Work, including that work associated with the Claim, and maintain its progress with the Work. Failure to proceed as required herein shall constitute grounds for termination for cause under Article 11.
- 10.4 Information Required in a Fully Documented Claim.** Every Claim must be submitted by Design-Builder, in writing and clearly designated by Design-Builder as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:
- 10.4.1** A detailed factual statement of the Claim providing all necessary details, locations, and items of Work affected;
 - 10.4.2** The date on which facts arose that gave rise to the Claim;
 - 10.4.3** The name of each person employed or associated with Design-Builder, Subcontractors, suppliers, and/or Owner with knowledge about the event or condition which gave rise to the Claim;
 - 10.4.4** Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;
 - 10.4.5** The specific provisions of the Contract Documents on which the Claim is based;
 - 10.4.6** If an adjustment in the GMP is sought, the exact amount sought, calculated in accordance with the Contract Document and accompanied by all records supporting the Claim;

10.4.7 If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason Design-Builder believes an adjustment in the Contract Time should be granted; and Design-Builder's analyses of its construction schedule, any specific schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and,

10.4.8 A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Design-Builder's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the GMP or Contract Time for which Design-Builder believes Owner is liable.

10.5 Cooperation/Claims Audit. Design-Builder shall cooperate with Owner or its designee in the evaluation of its Claim and provide all information and documentation requested by Owner or its designee. Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Design-Builder, or Subcontractors of any tier, to maintain and retain reasonably sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Design-Builder, or Subcontractors of any tier, shall constitute a waiver of that part of the Claim and shall bar any recovery on that part of the Claim.

10.6 Owner Evaluation of Claim. After Design-Builder has submitted a fully documented Claim that complies with Article 10, Owner shall respond, in writing, to Design-Builder within sixty (60) days from the date the fully documented Claim is received with a decision regarding the Claim. The Claim shall be deemed denied upon the 61st day following receipt of the Claim by Owner. Any Claims not fully resolved must be submitted to Dispute Resolution in accordance with Section 10.7.

10.7 Dispute Avoidance and Resolution.

10.7.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other through the life of the Project, to avoid or minimize disputes or disagreements.

If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work. If a matter cannot be resolved through the Design-Builder, Owner, and Owner's Owner Representative, Design-Builder's Principal-In-Charge/Signatory and Owner's Signatory, upon the request of any party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve any issue.

10.7.2 If after meeting the Design-Builder's PIC and Owner's Signatory, determine that the dispute cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting a formal Claim and request facilitated, non-binding mediation.

The mediation shall be conducted by a mutually agreeable impartial mediator. If the parties have not reached an agreement on a mediator within thirty (30) days of the request, either party may submit the unresolved claims or disputes to JAMS, Seattle, Washington, or such other alternative dispute resolution service to which the parties mutually agree, for appointment of a single mediator. The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held near the place where the Project is located unless another location is

mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- 10.8 Litigation.** Any Claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.7 above shall be decided by litigation, unless the parties mutually agree in writing otherwise. All unresolved Claims of Design-Builder shall be waived and released unless Design-Builder has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion of all the Work designated in writing by Owner or (b) 60 days after Final Completion. This requirement cannot be waived except by an explicit written waiver signed by Owner and Design-Builder. The pendency of mediation shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or 30 days after the last mediation session ended with no further sessions scheduled by the mediator.

10.9 CONSEQUENTIAL DAMAGES.

10.9.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.9.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING. Costs and damages for which Owner shall not be liable under any circumstances include but are not limited to: (a) borrowing or interest costs, charges, or expenses of Design-Builder; (b) alleged lost profit or overhead on any other project; and (c) Design-Builder's failure or inability to obtain other work.

10.9.2 The consequential damages limitation set forth in Section 10.9.1 does not waive and does not otherwise affect (1) any payment of liquidated damages that may be established by the parties, and which would be intended, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential; or (2) Owner's entitlement to actual direct damages arising out of or related to breach of this Contract by the Design-Builder.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work.

11.1.2 Design-Builder is entitled to seek an adjustment of the GMP and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the

Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. If the Contract establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed under this Contract. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Contract for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of Article 9 of the Contract.

11.3 Design-Builder's Right to Terminate for Cause.

11.3.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:

11.3.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to Force Majeure Events, the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.3.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.3.2 Upon the occurrence of an event set forth in Section 11.3.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within thirty (30) days of Owner's receipt of such notice. If

Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 9 of the Contract.

11.4 Bankruptcy of Design-Builder.

11.4.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate Owner's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.4.1.1 The Design-Builder, its trustee or other successor, shall furnish, upon request of Owner, adequate assurance of the ability of the Design-Builder to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.4.1.2 The Design-Builder shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Design-Builder fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to Owner under this Article 11.

11.4.2 The rights and remedies under Section 11.4.1 above shall not be deemed to limit the ability of Owner to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Contract, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated, or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 5 of the Contract. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally, or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Public Records. This Contract and all public records associated with this Contract shall be available from Owner for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Design-Builder are needed for Owner to respond to a request under the Act, as determined by Owner, the Design-Builder agrees to make them promptly available to Owner. If the Design-Builder considers any portion of any record provided to Owner under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, the Design-Builder shall clearly identify any specific information that it claims to be confidential or proprietary. If Owner receives a request under the Act to inspect or copy

the information so identified by the Design-Builder and Owner determines that release of the information is required by the Act or otherwise appropriate, Owner's sole obligations shall be to notify the Design-Builder (a) of the request and (b) of the date that such information will be released to the requester unless the Design-Builder obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Design-Builder fails to timely obtain a court order enjoining disclosure, Owner will release the requested information on the date specified. Owner has, and by this section assumes, no obligation on behalf of the Design-Builder to claim any exemption from disclosure under the Act. Owner shall not be liable to the Design-Builder for releasing records not clearly identified by the Design-Builder as confidential or proprietary. Owner shall not be liable to the Design-Builder for any records that Owner releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

13.2 Assignment. Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship. Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors, and assigns.

13.4 Governing Law. The Contract and all Contract Documents shall be governed by the laws of the State of Washington without giving effect to its conflict of law principles. Exclusive venue for any dispute arising out of this Contract shall be in Snohomish County Superior Court. Design-Builder shall include a "Stipulation of Venue in Snohomish County" in all subcontracts hereunder. Should the Design-Builder or any member of the Design-Build Team be a non-resident of Washington State, each shall designate a Washington resident as agent upon whom process may be served before commencing work under this Contract.

13.5 Severability. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver. The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings. The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice. Whenever the Contract Documents require that notice be provided to the other party, notice shall be provided consistent with Section 12.4 of the Contract.

13.9 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

-END OF GENERAL CONDITIONS-












EOEC Design Build Contract_FINAL_SD

Final Audit Report

2025-06-20

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