

City of Everett

**Progressive Design-Build Contract
(Amendment No. 1)**

Everett Outdoor Event Center Project

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

The Owner and Design-Builder are parties to the Progressive Design-Build Contract (the "Contract") dated June 18, 2025. Contract Section 2.2.2 states in part:

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.

Contract Section 7.2 states in part:

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.

Owner and Design-Builder desire to break the Phase 1 Work into subphases. The purpose of this Amendment is to authorize Phase 1B.

The Owner and Design-Builder hereby amend the Contract as to Phase 1 as follows:

1.1 Phase 1 Subphases. Phase 1 Work is divided into two subphases:

1.1.1 **Phase 1A Work.** The Phase 1 Work as described in Contract Exhibit C as Exhibit C existed as of the date of the Contract is the **Phase 1A Work**.

1.1.2 **Phase 1B Work.** The Phase 1 Work in the attached Phase 1B Work and Fee Proposal is added to Contract Exhibit C and is the **Phase 1B Work**.

To the extent there is inconsistency within Contract Exhibit C regarding whether a Phase 1 Work item is part of the Phase 1A Work or the Phase 1B Work, the description of such Work in the Phase 1B Work and Fee Proposal will govern.

1.2 Phase 1 Price. The Phase 1 Price is \$6,781,608. This amount is sum of \$2,901,602 (for completion of Phase 1A Work) and \$3,880,006 (for completion of Phase 1B Work). The Phase 1 Price is all-inclusive (including without limitation B&O tax and insurance costs) and is a not-to-exceed price, but does not include sales tax. A breakdown of Phase 1 Price for Phase 1B Work is contained in the attached Phase 1B Work and Fee Proposal.

1.3 Design-Build Fee. The parties acknowledge and agree that the Design-Build Fee is not applicable to Phase 1 Work and will not be paid on any portion of the Phase 1 Price.

1.4 Contract Exhibits. The Exhibit(s) to this Contract, incorporated herein by reference, is (are) as follows:

Exhibit	Phase 1B Work and Fee Proposal
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1.5 General. This Amendment is a "Phase 1 Amendment" as set forth in the Contract. This Amendment is made and effective as of date of last signature below. This Amendment only amends the Contract as set forth herein.

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

OWNER:

CITY OF EVERETT



Cassie Franklin, Mayor

Date: 05/01/2026

Attest:



OFFICE OF THE CITY CLERK

DESIGN-BUILDER:

BAYLEY CONSTRUCTION LP



(Signature)

Stephen Grasso

(Printed Name)

CEO

(Title)

Date: 04/30/2026

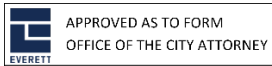


EXHIBIT
(Phase 1B Work and Fee Proposal)

The fee proposals from subconsultants (such as DLR Group, RDH, KPFF, Headwater People, DA Hogan, Walker Macy, WJHW, JMI, Sazan, Cochran, Coffman Engineers, Red Hawk, Harmsen, WaterTectonics, NOVO and GeoEngineers) are included to identify the members of Design-Builder's team and to show the allocation of Phase 1B 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.



March 24, 2026

Scott Pattison
Executive Project Manager
City of Everett

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

Dear Scott,

Please find attached the Phase 1B Work and Fee Proposal from Bayley Construction and DLR Group for the further advancement of design of the Everett Outdoor Event Center, as part of the progressive design-build delivery method.

This proposal has been developed based on an anticipated Design Support through **August 1st, 2026**. The total proposed cost for Phase 1B is **\$3,880,006.00**, excluding Washington State Sales Tax (W.S.S.T.), and includes a 3% design contingency. A detailed cost summary is enclosed for your review.

Key Assumptions & Qualifications To maintain the proposed budget and schedule, this proposal is expressly conditioned upon the following assumptions. Should these conditions change, or if the stated dates are not met, Bayley Construction reserves the right to request an equitable adjustment to the contract price and schedule:

1. **Site Access & Parcel Acquisition:** The City of Everett shall complete the purchase of all required parcels and provide the Design-Build team with full, unencumbered access to said parcels in a reasonable time frame. See attached schedule for key milestones.
2. **Stakeholder Agreement Terms:** We assume the City will finalize its negotiations with the various project stakeholders in a reasonable time frame.
3. **Parcel Configuration Continuity:** The current design and pricing are based on the existing plan to acquire parcels as planned based on the SD+ Documents. Significant alterations to the acquisition list or site boundary will change the design and require a re-evaluation of fees and design schedule.
4. **Utility Value Engineering (Sewer Build-Over):** Our pricing assumes that the Value Engineering (VE) strategy to build over the existing sewer is acceptable to all authorities having jurisdiction. Furthermore, this proposal assumes that a build-



over waiver or agreement between the City and the necessary utility provider will be executed prior to the commencement of Work.

Please note that this proposal excludes any additional services or costs associated with extending the Phase 1B work beyond the **August 1st, 2026** completion date, provided that any delays are not attributable to Bayley Construction, DLR Group, or our consultants. This proposal also excludes any additional design services associated with early work packages.

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

Sincerely,

Bayley Construction

Stewart Potter, Assoc. DBIA
Sr. Project Manager

C.C. Hans E. Hansen, DBIA

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal**

Everett Outdoor Event Center

Anticipated Schedule Milestones for Bayley Phase 1B Contract

April 2026	Council Review/Approval of Phase 1B Contract
	Council Review/Approval of AquaSox and USL Leases
	Phase 1B Notice to Proceed
July 2026	100% Design Development (GMP Set)
	Permit Set/Building Permit Application
	Parcels 1-5 Acquisition Complete
	Demo Permit Applications
August 2026	Price / Negotiate GMP
	100% Construction Documents
	Site Prep & Abatement (Parcels 1-5)
September 2026	Council Review/Approval of Phase 2 (GMP)
	Phase 2 Notice to Proceed
	Demo (Parcels 1-5)
Fall 2026	Site Acquisition Complete, Full Site Access, Permit Issuance and Construction Start

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal**

Everett Multipurpose Stadium

Bayley+DLR Group Design Cost to GMP (Phase1B Final Design)

Scope Of Work		Phase 1B - Final Design	Cost Type	Comments/Notes
Bayley - PreCon Services				
Bayley Construction PreCon Services	Bayley	\$ 401,683.00	NTE	
DLR - Architectural / Structure / Civil Design				
Architectural	DLR Group	\$ 2,278,637.00	Fixed Fee	
- Expenses (Allowance)	DLR Group	\$ 37,470.00	Allowance - T&M	
Structural Design	DLR Group	\$ -	Fixed Fee	Included w/ Above
Civil Design (KPFF)	KPFF	\$ -	Fixed Fee	Included w/ Above
Discount	DLR	\$ (75,000.00)	Fixed Fee	
Mechanical / Electrical / Fire Design				
Mechanical Design	Johansen/Sazan	\$ 338,310.00	Fixed Fee	
Electrical Design (Coffman)	Cochran / Coffman	\$ 310,327.00	Fixed Fee	
Red Hawk Fire	RedHawk	\$ 30,606.00	Fixed Fee	
Survey / Geotechnical/ Environmental Consultants				
Survey	Harmson	\$ 20,000.00	NTE	Allowance for Misc. Survey.
Geotechnical	GeoEngineers	\$ 40,000.00	NTE	
Environmental	GeoEngineers	\$ 178,700.00	NTE	
GeoEngineers - Contingency	GeoEngineers	\$ 20,000.00	Allowance - T&M	Allowance for Misc Support. Note Phase 1 costs reallocated to other Scopes.
Hazardous Materials Report & Testing	Rich Carlson	\$ 90,000.00	NTE	
Stormwater Treatment Permitting	WaterTectonics	\$ 32,600.00	NTE	
PotHole Allowance	TBD	\$ 20,000.00	Allowance - T&M	
Sub Total:		\$ 3,723,333.00		
Contingency / G&L/ B&O/ Fee				
Design Contingency 3%		\$ 111,699.99	NTE	
General Liability Insurance 1%		\$ 26,299.84	NTE	Cost of Work, Excluding Bayley PreCon.
B&O Tax .70%		\$ 18,672.89	NTE	Cost of Work, Excluding Bayley PreCon.
		\$ -		
Total		\$ 3,880,006		



DLR Group inc.
a Washington corporation

51 University Street, Suite 600
Seattle, WA 98101

March 3, 2026

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 and May based on the programming, budget estimates, and design advancements for the Everett Outdoor Event Center. This revised Phase 1B fee proposal is based on the Cost of the Phase 2 Work of \$47,000,000. Please note that most of the estimated 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 Phase 1B fee proposal will be included in your proposal to the City of Everett for review by the City Council in first quarter of 2026. We anticipate authorization to proceed following that meeting for a Phase 1B kickoff with all necessary stakeholders with the intent to advance design based on scope in the Phase 1A deliverable. If this schedule is modified, there may be a requirement for additional services for follow up work requested to achieve a 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. The consultant proposals are attached to this memo to confirm fees.
2. Basic services fee percentage has been revised to 6.15% 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. Fees for these disciplines reduced to 4.37% in lieu of the originally proposed 5.05%. The fee is now more appropriately aligned with the current design progress and added scope and alternates.
 - 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 Cochran) and they were not provided in our matrix.
 - e. Typical Reimbursables (Local Expenses)
 - i. Anticipating a trip per week during CA from a local team member, as discussed – we have already bumped down from 3% to 2%.
 - f. Commissioning (Cx)
 - i. Fee remained the same and reallocated to align with the current progress and design phases.
 - ii. This scope needs to be coordinated with Johansen Mechanical. The Cx team would prefer to be contracted directly to the Owner, if possible. The bulk of Cx efforts will be in Phase 2.
 - g. LEED
 - i. LEED Silver Leadership and Documentation fee, which requires energy modeling scope, reduced \$10,000 with the approach of only one energy model being completed instead of multiple model options. This scope also assumes the contractor will manage LEED in Phase 2 (CA).
 - h. Signage and Wayfinding
 - i. Fee remained the same and reallocated to align with the current progress and design phases.
 - i. Structural
 - i. Base fee revised to 1.39% to better align with the current scope of work including alternates and fee was reallocated to align with the current progress and design phases. The latest reduction of \$70,000 is based on the understanding of an accepted VE option where all buildings except Building P (Club Tower) convert to pre-engineered metal buildings. It is assumed we will receive preliminary and final reactions and loading criteria from the PEMB supplier in a timely/expedited manner to meet the currently proposed design schedule and deliverables. Failure to do so would require assumptions and potential redesign efforts leading to request for Additional Services.
 - ii. Please note the following are excluded scope items:
 - 1. Early drawing packages.
 - 2. Deep foundation design/detailing and any associated structural slabs at grade that may be required because of the need for deep foundations. We're anticipating conventional, shallow foundations, but don't want to rule out the possibility.
 - 3. Design/detailing of MEP support and seismic bracing/anchorage of those components.
 - j. Technology (IT/LV/Security/Acoustics/Security)
 - i. Fees for Phase 1B decreased based on VE scope reductions. It is assumed that the scoreboard will be relocated from Funko Field as a VE scope item.
 - k. Landscape Architecture
 - i. Fees for Phase 1B decreased based on VE scope reductions. Wall Street and Loop Road landscape scope will be simplified or reduced.
3. A DLR Group 8% mark up for the services from sub-consultants is included. 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:

- 4. Food Service Design 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. As part of this proposal, we have allocated a \$50,000 allowance for Food Service Design.

5. Environmental Graphics was moved because this would align with the needs of the Teams and also community impact that we anticipate developing with Headwater People. Therefore, this should be excluded until the scope is clarified.
6. 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 with a notice to proceed by the City of Everett.

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. Currently, 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 of Everett is only reimbursing for trips that are taken, hopefully trips throughout the year may not cost the full budget, and can 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 four phases below:

1. Preliminary Design: Project Visioning, Programming, and Site Investigation (Completed)
2. Phase 1A (to Start on June 1, 2025):
 - a. Stadium Concept Design (Completed)
 - b. Pricing Set (Completed)
3. Phase 1B (to start in First Quarter 2026 and complete Summer/Fall 2026):
 - a. Final Design
 - i. 100% Design Development / GMP
 - ii. 100% Construction Documents
4. Phase 2 (To start at the authorization of the GMP in Summer 2026):
 - a. Construction Administration
 - b. Project Closeout / Commissioning

Budget:

\$60 million GMP (\$47 million construction budget) as established by Owner.

Schedule:

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

Compensation:

Fixed fee lump sum of four million, seven-hundred and eighty-seven thousand, five hundred and eighty-five dollars, and zero cents (\$4,787,585.00 USD) inclusive of lump sum reimbursable expenses. Provide a NTE allowance of \$100,000.00 for itemized reimbursable out of state services. Phase 2 fee for construction services is estimated and dependent on scope and schedule which may impact the overall lump sum shown above.

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

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal**

Everett Outdoor Event Center

City of Everett

March 3, 2026

Fee Proposal Calculation R6



DLR Group # 73-25119-00

CONSTRUCTION COST LIMITATION				\$47,000,000		
We understand the baseline to be \$60M GMP which estimates a \$47M 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	4.37%	\$2,055,000		DLR Group	
	Civil	0.34%	\$157,600	Basic Service for Civil Engineering	KPFF	
	Structural	1.39%	\$652,500		DLR Group	
	MEP	0.00%			Through Sub-Trade	
	Administrative	0.05%	\$23,500		DLR Group	
	Subtotal - Basic Services	6.15%	\$2,888,600			
ADDITIONAL SERVICES						
	Programming		\$150,000	PD. Completed in Phase 1A	DLR Group	
	Landscape Architecture		\$225,545		Walker Macy	
	Advanced Civil Design		\$703,000	For Specific Engineering of this site.	KPFF	
	IT/Low Voltage Systems/Security; Acoustics/ AV		\$204,096		WJHW	
	Field Design Consultant		\$125,000		DA Hogan	
	Signage/Wayfinding		\$79,500		DLR Group XGD	
	LEED Silver Leadership and Documentation		\$116,950		DLR Group	
	Fundamental Commissioning (Cx)		\$45,040		DLR Group	
	Enhanced Commissioning (Cx)		\$38,780		DLR Group	
	Life Safety/Fire Protection/Code Consultant		\$46,180		FSC	
	Building Envelope Consultant		\$25,000		RDH	
	Community Input Consultant		\$21,500		Headwater People	
	Food Service		\$50,000	Allowance	TBD	
	Subtotal - Additional/Contingent Services		\$1,830,591			
	Subtotal consultant only fee			\$854,921		
	DLR Group Consultant Markup	8.00%	\$68,394		DLR Group	
	Subtotal - Additional/Contingent Services with markup		\$1,898,985			
TOTAL FEES			\$4,787,585			

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B 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			DLR Group XGD	
	Environmental Survey/Analysis					
	Existing Conditions survey or documentation					
	Field Lighting Consultant				TBD - Through Cochran	
	Furniture Fixtures and Equipment	\$21,000			DLR Group Interiors	
	Geotechnical Investigation and Report					
	LEED Submission and Certification	\$6,000				
	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%	\$95,752			
	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)		\$95,752			
	Out of State Travel - DLR Group only		\$100,000	Not to exceed reimbursables		

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal**

FEE BY PHASE						
Phase			Gross Fee	Status	Percentage	Fee
PreDesign	Programming & Site Concept Planning		\$219,255	Completed		
Phase 1A	Stadium Concept Design		\$550,060	Completed	0.00%	\$0
	Pricing Set		\$961,644	Completed	0.00%	\$0
Phase 1B	Final Design		\$2,238,137	Proposed	0.00%	\$0
Phase 2	CA, Final Completion, Post-Construction, Cx		\$818,488	Estimated	0.00%	\$0
			\$4,787,585			

Out of State Travel Expenses Breakdown		Trips	Notes		Local Expenses	Total
Feburary 2025	Project Kickoff / Visioning	3	1 visit, 3 people	February		
March 2025	Benchmarking Trip	2	1 visit, 2 people	March	\$10,000	PreCon
June-Nov '25	Phase 1A	12	3 visits, 3 people		\$24,000	Phase 1A
April-Sept '26	Phase 1B	9	3 visits, 3 people	Phase 1B Kickoff, GMP Review, CD Review	\$18,000	Phase 1B
	Phase 2					
	Pre-Con Meeting	1	1 visit, 1 person			
	CA	15	15 visits, 1 person	15 months (trip once a month)		
Sept '26 - Oct '27	Closeout	3	1 visit, 3 people		\$38,000	Phase 2
			40 Total Trips for Phases 1A, 1B, and 2			
			\$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 1A Fee	\$1,730,959	
Expenses (estimate)	\$54,234	
Total	\$1,785,193	Completed
Phase 1B Fee	\$2,238,137	
Expenses (estimate)	\$37,150	
Total Fee + Expenses	\$2,275,288	
Phase 2 Fee	\$818,488	Estimated based on 12-month construction schedule.
Expenses (estimate)	\$84,367	Estimated based on 12-month construction schedule.
Total	\$902,856	Estimated based on 12-month construction schedule.

Originally \$2,278,637.

Discounted by a total of 75,000.
\$40,500 per revised quote +
Additional Discount of \$34,500 per
Andy. See Summary Sheet for
revisions.

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 - SD-DD/GMP	Base Scope	Optional
SD-DD/GMP Review (Time and Expense Allowance)	\$ 10,000	
Design Peer Review Subtotal	\$ 10,000	
CD/CONSTRUCTION STAGE		
CD/Construction Admin. Support (T&E Allowance)	\$ 15,000	
CD/CAS Subtotal	\$ 15,000	
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', is written over a light blue horizontal line.

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



Acceptance of Proposal

RDH Project No.: 31847.000
Everett Multi-Purpose Stadium
April 15, 2025
Proposal for Building Enclosure Consulting Services
Accepted by: DLR Group, Inc.

Authorized Signature: _____
Name: _____
Title: _____
Date: _____

Acceptance may be emailed to:

Michael Kramer
RDH Building Science Inc.
Email: mkramer@rdh.com

Electronic Invoicing

Please provide an email address to which invoices should be directed. If you choose not to, your invoices will be mailed to you in hard copy.

Remittance E-mail Address: _____
Recipient Name: _____
Additional Comments: _____
(e.g. additional recipients)



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



February 12, 2026

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

Subject: Everett Outdoor Event Center
Proposal for Civil Engineering Services – Phase 1B and 2

Dear Andy:

We are pleased to submit this proposal to provide Phase 1B and Phase 2 civil engineering services for the Everett Outdoor Event Center project in Everett, Washington. Our scope of work is based on the Phase 1A deliverable dated November 7, 2025, and the schedule provided by Bayley/DLR via email on February 11, 2026.

We understand the Phase 1B scope of work will include updating the plan set to assist Bayley in providing a Guaranteed Maximum Price (GMP) and Permit/Construction Documents for construction of the stadium. Phase 2 includes construction phase and closeout.

SCHEDULE

We understand the following project milestones will apply:

<i>Phase 1A:</i>	<i>Completed 11/7/2025</i>
Phase 1B: Design and Permitting	
NTP	04/01/2026
DD Completion (GMP)	08/01/2026
CD Completion	10/01/2026
Phase 2: Construction Completion	03/01/2028

Extensions to the Phase 1B or Phase 2 milestone dates will result in an opportunity for KPFF to renegotiate fees. This proposal assumes approval of fee and NTP for Phase 1B no later than April 1, 2026.

SCOPE OF WORK

PHASE 1A

The Phase 1A scope of work was documented under a separate proposal. That scope of work was completed on November 7, 2025.

Mr. Andy West
 February 12, 2026
 Page 2

PHASE 1B

Refer to table below for anticipated civil deliverables for the Design Document (DD) and Construction Document (CD) phases of the project.

	PHASE 1A (Complete)		PHASE 1B	
	SD+	DD/GMP	CD	Subsequent Permit Packages
PLAN SHEETS				
Notes/Cover Sheet		◆	◆	◆
Construction Baseline Plan			◆	◆
Temporary Erosion and Sediment Control (TESC) Plans	◆	◆	◆	
TESC Details		◆	◆	
Site Demolition Plans	◆	◆	◆	
Site Demolition Details			◆	
Foundation Drainage Plans		◆	◆	
Site Utility and Storm Drainage Plans	◆	◆	◆	◆
Site Utility and Storm Drainage Profiles and Details		◆	◆	◆
SnoPUD Reroute Plans	◆	◆	◆	◆
SnoPUD Reroute Profile			◆	◆
Paving and Grading Plans	◆	◆	◆	◆
Grading Details and Enlargements		◆	◆	
Paving Details	◆	◆	◆	◆
SUPPORTING DOCUMENTS				
Storm Drainage Report		◆	◆	◆
Civil Design Narrative	◆			
Specifications		◆	◆	◆
Utility Reroute Exhibit				

Mr. Andy West
February 12, 2026
Page 3

PHASE 2 – CONSTRUCTION PHASE AND CLOSEOUT

Construction Phase

- Participate in online owner-architect-contractor (OAC) meetings or on-site visits to support the construction of civil plan elements, including preconstruction meetings, weekly meetings (with specific civil issues), site progress observation (assume 10), or assessing unknown conditions. We assume bi-weekly meetings.
- Conduct a final site walkthrough and prepare a punch list and a follow-up back-punch after the design-builder has addressed the punch list.
- Review submittals and respond to requests for information (RFIs). Provide construction support, including clarification via telephone of our contract documents.
- Review change orders and substitution requests.

Project Closeout

- Draft construction as-built record documents based on clearly readable redline markups from contractor.
- Provide Operation and Maintenance Manual for civil engineering elements.

INFORMATION REQUIREMENTS

- A final geotechnical report with recommendations for earthwork, compaction, paving sections, stormwater infiltration, and subsurface drainage. The report will also address groundwater depth and flows, as well as anticipated site pollutant loadings.
- A Phase 2 Environmental Site Assessment (ESA) report documenting contaminants on-site and mitigation requirements.

ASSUMPTIONS

- A phased permitting strategy will be defined based on pull-planning efforts to take place during Phase 1B.
- At the request of SOJ and the city, the existing combined sewer main through the site will be projected in place. The City of Everett Public Works Department will provide any required sewer build over agreements.
- 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 lead coordination with utility purveyors to determine power and communication infrastructure undergrounding requirements. KPFF will provide plans and

Mr. Andy West
February 12, 2026
Page 4

profiles for routing power and communication duct banks for construction based on design by the 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 will not occur until the CD phase.

- Coffman will identify loads for power and communications for the proposed buildings and make an application to SnoPUD 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.
- The City of Everett will design and prepare all construction documents for traffic signal modifications as required to serve this project.
- The City of Everett will be able to obtain all the required parcels as identified in Phase 1A deliverable including Parcel 26.
- 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.
 - Light pole layout for KPFF for use in civil drawings for coordination with site utilities.
- 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 will be by Walker Macy.
- Walker Macy will take the lead on grading for the two main entrances (Wall Street and Pacific Avenue) during DD. Grading scope at the main entrances will be transferred to KPFF after DD for permit and construction documents.
- DA Hogan 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 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.
- A Stormwater Pollution Prevention Plan (SWPPP) and coverage under the DOE CSWGP is not required for this site because it discharges to a combined sewer.

Mr. Andy West
February 12, 2026
Page 5

- The Temporary Sewer Discharge Authorization Permit will be applied for by Water Tectonics.

EXCLUSIONS

- Demolition documentation for electrical infrastructure, partial/full building demolition, and hazardous materials.
- Lift station (pump) design (by Sazan).
- Oil/water separator and grease interceptor selection/design (by Sazan).
- Horizontal control for the proposed building (by DLR).
- Turbidity monitoring plan (by others, if necessary).
- Temporary or permanent dewatering design (by others, if necessary).
- Cost estimating (by Bayley).
- Boundary line adjustment (BLA) and easement documentation (by the surveyor).
- Relocation of SnoPUD transmission lines (see assumptions above).
- Modifications to the existing 48-inch transmission water line (not anticipated).
- Modifications to any BNSF property or agreements (by others).

FEES

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

<i>Phase 1A</i>	<i>Complete</i>
Phase 1B – Design	\$ 395,000
Phase 2 – CSS and Closeout	<u>111,000</u>
Total Phase 1B and 2 Fee	<u>\$ 506,000</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

10042500044 – 10

Andy West

From: Ali Alaman <aalaman@fsc-inc.com>
Sent: Thursday, February 12, 2026 9:57 AM
To: Andy West
Cc: Danny Zegers; Lisa Rihtar; Erica Loynd; Greg Garlock; Nick Jenia; Ali Alaman
Subject: RE: [EXTERNAL] EOEC - Project Update / Phase 1B Draft Schedule - FSC

Hi Andy, please find below our redistributed fees. Thank you.

Current Phasing Feb 12, 2026	Original fees redistributed	Fees for alternates
1A: SD	\$12,000	
1B: DD + 50% CD	\$18,000	Alt 1: \$1,900 Alt 2: \$2,280 Alt 3: \$760 Alt 4: \$1,520
2: 50%-100% CD and CA	\$10,000	\$2,000
Total	\$40,000	

Ali Alaman, PE

Principal
Code Consultant, Fire Protection Engineer

FSC Inc.

M: 913-406-0944
O: 913-722-4373
aalaman@fsc-inc.com
www.fsc-inc.com



DLR Group inc.
an Arizona corporation

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

11/10/2025

Re: Everett Multipurpose Sports Stadium – LEED Commissioning Scope of Work_REVISED

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 Washington State Energy Code (WSEC).

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.

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

FEE PROPOSAL:

Below is a revised breakdown of the proposed commissioning fee. As noted below, Phase 1A services have been completed. The remaining scope is to cover the remaining design phase and construction phase services.

- **Phase 1A:** Scope that includes design commissioning services up to the Mini GMP deliverable (Completed – November 10, 2025).
- **Phase 1B:** Scope that includes design phase commissioning services as noted above for the Mini GMP duration, November 10, 2025 – April 7, 2026.
- **Phase 2:** Scope that includes construction and occupancy phase commissioning services as noted above, April 8, 2026 – July 19, 2027.

LEED BD+C: New Construction - Fundamental & Enhanced Commissioning	Cost
EA Prerequisite - Fundamental Commissioning – PHASE 1A (COMPLETED)	\$17,720.00
Option 1 Path 1: Enhanced Commissioning (3 points) – PHASE 1A (COMPLETED)	\$7,450.00
EA Prerequisite - Fundamental Commissioning – PHASE 1B	\$5,464.00
Option 1 Path 1: Enhanced Commissioning (3 points) – PHASE 1B	\$5,266.00
• Alternate O1 Scope – Additional 1,500 Seats	-
• Alternate O2 Scope – Premium Club / Party Deck	\$2,000.00
• Alternate O3 Scope – Full Cooking Kitchen & Commissary	\$2,000.00
• Alternate O4 Scope – Admin Offices	\$1,000.00
Total Phase 1B Commissioning Fee	\$10,730.00
Total Phase 1B Commissioning Fee + Alternates	\$15,730.00
EA Prerequisite - Fundamental Commissioning – PHASE 2	\$21,856.00
Option 1 Path 1: Enhanced Commissioning (3 points) – PHASE 2	\$21,064.00
• Alternate O1 Scope – Additional 1,500 Seats	-
• Alternate O2 Scope – Premium Club / Party Deck	\$3,000.00
• Alternate O3 Scope – Full Cooking Kitchen & Commissary	\$3,000.00
• Alternate O4 Scope – Admin Offices	\$1,000.00
Total Phase 2 Commissioning Fee	\$42,920.00
Total Phase 2 Commissioning Fee + Alternates	\$49,920.00
TOTALS	
Total Commissioning Fee	\$78,820.00
Total Commissioning Fee + Alternates	\$90,820.00
TOTAL COMMISSIONING FEE REMAINING	\$53,650.00
TOTAL COMMISSIONING FEE REMAINING + ALTERNATES	\$65,650.00

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:

A solid yellow rectangular redaction box covering the signature of the contractor.

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".

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.

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal**

- 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
<u>Tasks 4 & 5 Construction Administration, Closeout (30%)</u>	<u>37,500</u>
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

January 6, 2026

Andy West, AIA
Architect, Principal
DLR Group

RE: Everett Outdoor Event Center – Phase 1B Fee Proposal: **REVISION 1**
P4118.01

Dear Andy,

We appreciate the opportunity to submit the following proposal for providing landscape architectural services for the Everett Outdoor Event Center project.

Project Understanding and Team Roles:

1. The project includes a new outdoor event center stadium in downtown Everett, Washington that will accommodate minor league baseball, USL soccer, as well as concerts/events, with site improvements that include two entrance plazas on the west side of the facility, pedestrian circulation around the north, east, and south sides of the facility and streetscape along limited portions of Broadway and Pacific Avenue.
2. Phase 1A (Schematic Design) was completed in November 2025. This proposal includes Phase 1B (Design Development, Land Use Permitting, Construction Documents, and Construction Permitting). Phase 2 (Bidding Support, Services During Construction, Project Closeout, LEED Documentation) is not included in this proposal.
3. Walker Macy's role will be to provide the following:
 - Design and document surface improvements including pedestrian paving, site features including stairs, landscape walls, and railings (with structural engineering support), irrigation, soils, planting, and site furnishings for areas within our scope.
 - Design and document grading for the north and south entrance plazas, through Design Development. After Design Development, all grading will be transferred to the Civil Engineer. Walker Macy will coordinate with the Civil Engineer and provide markup of grading related to pedestrian oriented areas and site design features.
 - Design and document special finishes of vehicular concrete paving by Civil Engineer.
 - Contribute design bases for planting areas in the right-of-way and document planting, soils, and irrigation to the back of curb.
 - Document horizontal control (layout) for north and south entrance plazas, site features, site furnishings, and planting.
 - Provide layout information for site lighting fixtures specified by others.

Everett Outdoor Event Center – Phase 1B

January 6, 2026

Page 2 of 9

- Document tree protection plans for work within our scope. Other disciplines will document the demolition of site features and utilities within their respective scopes of work.
 - Review and evaluate cost estimates prepared by others for work within our scope.
4. Walker Macy proposes the following sub-consultant to assist us on the project and will be contracted directly to Walker Macy:
- Irrigation Consultant: Design Two Four / Two Six
5. The team's Civil Engineer will be responsible for the following:
- Document all subsurface utilities.
 - Document roadway and vehicular improvements including but not limited to: vehicular concrete and asphalt, curbs and curb ramps, parking and service areas, pavement markings and signage, and any work within the public right-of-way excluding soils, planting, and irrigation. Walker Macy will collaborate with the Civil Engineer on road, parking, and site design.
 - Document horizontal control (layout) for the building and all vehicular site areas. (Walker Macy will document layout for the north and south entrance plazas, site features, site furnishings, and planting).
 - Document grading for all site areas after Design Development. (Walker Macy will document grading of the north and south entrance plazas, through Design Development, then transfer to the Civil Engineer).
 - Document all erosion and sedimentation control.
6. The team's Structural Engineer will document structural information for all walls greater than 4' in height (measured from bottom of footing to top of wall) and will document reinforcing for light pole foundations. The Structural Engineer will be available to review structural components of Walker Macy details and will provide signed and stamped structural calculations and redlines for details including but not limited to: custom guardrails and handrails, custom bench supports, joist and structural support member spacing and sizing for decks, fencing systems and structural footings, anchors and supports for other elements.
7. The team's Electrical Engineer will document all lighting and electrical services. Walker Macy will work with Client and design team to advise on design intent for site fixtures and will provide layout information for site lighting fixtures in the landscape layout plan. We assume that the Architect will advise on building mounted exterior light fixtures. The Electrical Engineer or lighting designer will provide CAD files of the electrical fixture locations to Walker Macy. The Electrical Engineer or lighting designer will provide required photometric analysis.
8. The team's cost estimating consultant or General Contractor will provide statements of probable costs. We will review and evaluate cost estimates prepared by others for work within our scope.

Everett Outdoor Event Center – Phase 1B

January 6, 2026

Page 3 of 9

9. Others will be responsible for providing the following:
- Activities and fees necessary to obtain permits. Walker Macy will assist the team by providing support drawings for inclusion in the permit applications. We assume permit drawings will be derivatives of our working plans.
 - A detailed site survey in AutoCAD 2013 or earlier format, suitable for construction documentation, will be available for our use. Survey will include (itemize what should be included in the survey specific to the project and Walker Macy needs).
 - Geotechnical Report of the project site.
 - Complete Division One specifications.
 - Project specification template.
 - Management of the submittal and RFI process.

Scope of Work:

Based on our understanding of the project, and the information provided, we propose the following scope of work:

1. Design Development – February through April 2026 (12 weeks)

- 1.1 Meet with consultant team, contractor, and client to review Phase 1A and discuss construction budget for the site and landscape improvements, Design Development goals and schedule.
- 1.2 Contribute to value-engineering efforts led by others by amending scope as required to bring project into budget goals.
- 1.3 Meet with client and stakeholders to refine and finalize program and requirements for north entrance plaza. (This area was not resolved at the end of Schematic Design, due to the timing of stakeholder input).
- 1.4 Develop up to two (2) alternative design concepts for north entrance plaza.
- 1.5 Meet with client and stakeholders to review north entrance plaza designs and determine preferred design concept.
- 1.6 Incorporate client and stakeholder comments into design.
- 1.7 Attend coordination meetings with consultant team and client (virtual).
- 1.8 Produce and submit 50% Design Development Review Set.
- 1.9 Produce and submit Design Development Set.
- 1.10 Deliverables at Design Development:
 - Tree Protection Plans
 - Grading Plans (north and south entrance plazas only)
 - Layout Plans (north and south entrance plazas, pedestrian circulation).
 - Materials Plans

Everett Outdoor Event Center – Phase 1B

January 6, 2026

Page 4 of 9

- Irrigation Plans showing irrigation type, approximate valve locations, and point of connection information.
 - Planting Area Plans noting plant types (i.e. tree, shrub, groundcover); not specific plant species.
 - Specifications in CSI outline format
- 1.11 Total meeting attendance for Design Development:
- Up to twenty-four (24) coordination meetings with consultant team, contractor, and client (virtual).
 - Up to four (4) design review meetings with client and stakeholders (virtual).

2. Land Use Permit - Concurrent with Task 3

- 2.1 Attend meetings with City of Everett planning staff to confirm land use permit requirements (virtual).
- 2.2 Attend coordination meetings with consultant team and client (virtual)
- 2.3 Produce and submit final stamped and signed land use permit documents to DLR Group. Deliverables will be based on Phase 1A (Schematic Design) documents.
- 2.4 Deliverables for Land Use Permit:
- Tree Protection Plan
 - Landscape Plan
- 2.5 Respond to permit comments, revise drawings, and resubmit to DLR Group as required.
- 2.6 Total meeting attendance for Land Use Permit
- One (1) meeting with City of Everett (virtual).
 - Up to three (3) coordination meetings with consultant team, contractor, and client (virtual).

3. Construction Documents – May through July 2026 (12 weeks)

- 3.1 Meet with consultant team, contractor, and client team to review Design Development and discuss construction budget for the site and landscape improvements, Construction Documents goals and schedule.
- 3.2 Respond to comments on Design Development and incorporate this information into the construction documentation.
- 3.3 Contribute to value-engineering efforts led by others by amending landscape scope as required to bring project into budget goals.
- 3.4 Attend coordination meetings with the consultant team, contractor, and client.
- 3.5 Produce and submit 50% CD Review Set.
- 3.6 Deliverables at 50% CD:
- Tree Protection Plans
 - Layout Plans (north and south entrance plazas, pedestrian circulation).
 - Site Materials Plans
 - Soil Preparation Plans

Everett Outdoor Event Center – Phase 1B

January 6, 2026

Page 5 of 9

- Irrigation plans and Details
 - Planting Plans and Details
 - Site Construction Details
 - Specifications in CSI format
- 3.7 Produce and submit 100% CD Set.
- 3.8 Deliverables at 100% CD:
- Tree Protection Plans
 - Layout Plans (north and south entrance plazas, pedestrian circulation).
 - Site Materials Plans
 - Soil Preparation Plans
 - Irrigation Plans and Details
 - Planting Plans and Details
 - Site Construction Details
 - Specifications in CSI format
- 3.9 Total meeting attendance for Construction Document phase:
- Up to twenty-four (24) coordination meetings with consultant team, contractor, and client (virtual).
- 4. Construction Permits – Concurrent with Tasks 3 and 5**
- 4.1 Produce and submit final stamped and signed documents to DLR Group as required for permitting.
- 4.2 The construction permits currently anticipated for this project are:
- Demolition (Walker Macy will provide Tree Protection Plans)
 - Commercial Building Permit (Walker Macy will provide full plan set, based on 100% Construction Documents)
 - Other Permits (including Electrical, Mechanical, Public Works, Franchise Utility, Water Sewer Utility) that do not require Walker Macy involvement.
- 4.3 Provide support graphics or documentation for permits prepared and submitted by others.
- 4.4 Respond to permit comments, revise drawings, and resubmit to DLR Group as required.
- 5. Phase 2: Bidding Support – August 2026**
Not included.
- 6. Phase 2: Services During Construction – August 2026 to September 2027**
Not included.
- 7. Phase 2: Project Close-Out – September 2027**
Not included.

Everett Outdoor Event Center – Phase 1B

January 6, 2026

Page 6 of 9

8. LEED Documentation – Concurrent with other tasks

Not included.

Fees

We propose the following fees (Tasks 1-4 include Baseline and Alternate 1. Alternates 2 - 4 do not impact Walker Macy's scope):

1. Design Development:	\$ 49,690
2. Land Use Permit	\$ 7,260
3. Construction Documents	\$ 73,035
4. Construction Permits	\$ 10,240
5. Phase 2: Bidding Support	Not included
6. Phase 2: Service During Construction	Not included
7. Phase 2: Project Close-Out	Not included
8. Phase 2: LEED Documentation	Not included
<hr/>	
Total:	\$140,225 <i>plus expenses</i>

We propose to bill monthly on a percentage of completion per phase. Expenses are additional and will be billed at 1.1 times our cost.

Assumptions

1. Our proposal is based on the above scope of work, attached Landscape Scope Diagram (Exhibit A) and a target GMP of \$49,461,542 for Baseline scope.
2. Construction Documentation will be based upon DLR Group's standards.
3. Modifications to the documentation during construction which directly impact the scope of work identified in this proposal require Walker Macy's review and approval. Failure to do so will void Walker Macy's ability to enforce the terms of the Construction Documentation associated with the changes.
4. This proposal assumes the project will be constructed in one phase.
5. Tasks 1 – 4 are scheduled to be completed by July 2026.
6. Walker Macy is not responsible for verifying the accuracy of Contractors' record documents.
7. The project team cost estimator will develop landscape and site improvements quantity take offs and unit pricing. This information will be provided to Walker Macy for review as noted in the scope above. Walker Macy will evaluate quantities and unit cost and provide comments to client.
8. The following scope items are not included but may be provided as Additional Services:
 - Revisions to the construction documents due to value engineering which occur after 50% CD.
 - Client and stakeholder meetings and site visits in addition to those identified.

Everett Outdoor Event Center – Phase 1B

January 6, 2026

Page 7 of 9

- Community meetings.
- Additional design or construction phases.
- Additional deliverables including drawing sets and formal presentations.
- Professional renderings and graphics.
- Green roofs or planting on structure.
- Collaboration with artist.
- Adaptation of the irrigation design to use irrigation standards and details provided by others. This proposal assumes the use of Irrigation Consultant standards and details.
- Project schedule extensions beyond July 2026 for Tasks 1 – 4.

Everett Outdoor Event Center – Phase 1B

January 6, 2026

Page 8 of 9

Terms and Conditions

1. Authorization to proceed: The signing of this Agreement by the Client will serve as written authorization to proceed with the services called for in this Agreement.
2. Standard of Care: In the performance of professional services, Walker Macy shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. No warranty or guarantee is expressed or implied.
3. Construction Cost Estimates: Walker Macy does not have control over the cost of labor, materials or equipment or other conditions or circumstances relating to the cost or pricing of construction work. Accordingly, if Walker Macy's services under this Agreement include an estimate of construction costs, Walker Macy cannot and does not warrant that its estimate will vary either from bids received from contractors or from the actual costs of construction.
4. Review of Existing Conditions: If Walker Macy's services under this Agreement include an evaluation of existing conditions of the project site, such evaluation will be based solely on information provided by Client, and Walker Macy is entitled to rely on such information. Unless expressly included as part of Walker Macy's services under this Agreement, Walker Macy will not perform any testing or other ground-disturbing evaluation of the project site. If Walker Macy's services under this Agreement do include a ground-disturbing evaluation of the project site, this evaluation (1) is limited to those areas specified in Walker Macy's scope of services and (2) does not mean that the conditions of the project site observed by Walker Macy during its evaluation do not vary from the conditions of those areas of the project site that Walker Macy does not evaluate.
5. Exclusive Use: Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Walker Macy, are for the exclusive use of the Client for the project specified. No other use is authorized under this Agreement. Except as authorized in writing by Walker Macy, Client will not distribute or convey reports or recommendations of Walker Macy to any person or entity other than those identified in this Agreement as entitled to rely on such reports or recommendations. Client releases Walker Macy from liability and agrees to defend, indemnify, protect, reimburse and hold harmless Walker Macy from, for and against any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution or conveyance.
6. Invoices and Payments: Invoices will be submitted by Walker Macy on a monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to an interest charge of one and one-half percent (1.5%) per month computed at 31 days from the date of the invoice. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by Walker Macy in the collection of delinquent invoice amounts shall be paid by Client. In the event Client disputes all or part of

Everett Outdoor Event Center – Phase 1B

January 6, 2026

Page 9 of 9

an invoice, Client must advise Walker Macy in writing within fifteen (15) days from invoice date, and undisputed portions are subject to payment within thirty (30) days.

7. Additional Services: If changes in the scope of work are requested by the Client or if conditions or circumstances are discovered which are unusual or were not contemplated at the commencement of this Agreement, Client and Walker Macy agree to negotiate in good faith any changes to the price, terms and conditions or schedule of the Agreement.
8. Claims and Disputes: All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or breach thereof shall be decided by arbitration in accordance with the rules of the American Arbitration Association in effect at the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
9. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, Client shall pay for all reasonable charges for work performed by Walker Macy to date of termination.
10. Limit on Liability: The entire joint, several and individual liability of Walker Macy or its partners, directors, members, officers, employees, agents or other representatives, irrespective of the number of claims and whether such claims are based in negligence, professional negligence, any other tort, breach of contract, warranty or any other claim, will not exceed Walker Macy's compensation under this Agreement.
11. Waiver of Consequential Damages: Client and Walker Macy waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

Please contact me or Calder Gillin if you have any questions, require clarification, or if we can be of further assistance. We look forward to working with you on this Everett Outdoor Event Center project.

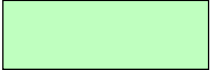
Sincerely,

WALKER MACY

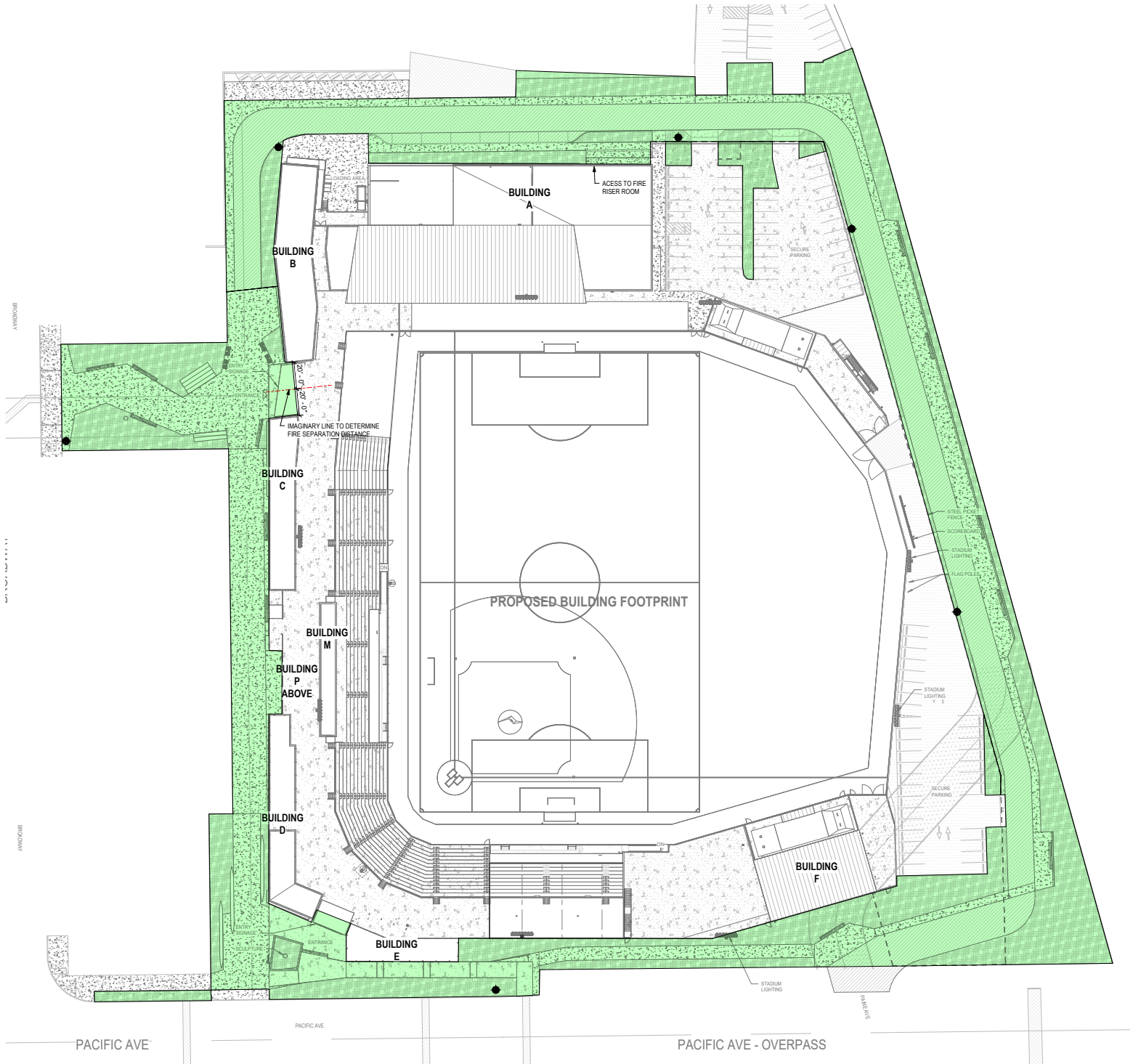
Brian Bishop, ASLA
Principal
bbishop@walkermacy.com

Attachments:
Exhibit A – Landscape Scope Diagram

Exhibit A - Landscape Scope Diagram
Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal



Approximate extents of landscape scope
(design and documentation of surface improvements)



Andy West

From: Mike Refsland
Sent: Tuesday, March 3, 2026 12:19 PM
To: Andy West
Subject: RE: Everett Stadium- LEED Fee & SOW Drafts

Here you go. The energy modeling should all be complete by CA so no dollars there.

I will need to be pretty light-handed in CA for LEED Admin since we already reduced those fees and are below standard rates- We will have a LEED Kickoff but I will essentially hand over the LEED work to the GC once construction begins. We can get into those details when the time comes, just giving you a heads up.

Revised fees:

	Overall Fee	Phase 1	Phase 2	Const Admin
LEED - leadership and documentation, Silver	\$49,950	\$14,950	\$24,500	\$10,500
Design Assist & LEED Energy Modeling	\$67,000	\$27,000	\$40,000	\$0

Mike Refsland, LEED AP BD+C, LFA

(he/him/his)

Senior Building Performance Analyst | Senior Associate

mrefsland@dlrgroup.com

DLR Group

o: 612-977-3500 | d: 612-977-3526 | m: 612-916-8904

[2025 Highlights: Explore Our Annual Report](#)



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 three (3) initial design concepts for consideration. Three (3) rounds of revisions for the selected design option are included in our estimate. Requested revisions that are greater than the three (3) stated rounds will potentially be considered additional services and billed at an hourly rate of \$235.

Project Deliverables:

- DLR Group will create three (3) 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:

Schematic Design:	07 Weeks	(two meetings, one in person)
Design Development	12 Weeks	(three meetings, one in person)
Construction Drawings	04 Weeks	(one meeting)
Construction Services	20 Weeks	(two meetings, two 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 1A (SD): \$10,980

DLR Group will provide three (3) initial design concepts for consideration.

Wayfinding + Signage Phase 1B (DD-CD): \$38,070

Three (3) 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 (BD-CA): \$30,450

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

*(8-10) meetings will be held both virtually and in-person during this effort.

*Proposal includes up to 4 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".

Date: 4/03/23

Adam M. Wells, Principal
Experiential Graphic Design Leader
awells@dlrgroup.com
402/975-9510

Date: 4/03/25

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



January 9, 2026

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 delivery method has changed to a design-build approach. With SD complete, the following is based on a base building scope with a variety of alternates.

- Phase 1B (DD-CD)
 - Start: January 1, 2026
 - 50% DD: February 2026
 - 100% DD: March 2026
 - 50% CD: April 2026
 - 100% CD: May 2026
- Phase 2 (CA)
 - Construction: June 2026 – July 2027

SCOPE OF EFFORTS

Our services will be limited to producing design-build performance specifications or narratives, basic architectural and infrastructure drawings needed to detail design intent, reviewing and commenting on design-build partner proposals submitted for consideration, and punch/site observation at the completion of construction to verify that the system(s) substantially comply with the scope of the accepted design/build proposals. WJHW will also:

- 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.

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 a design-build trade partner to prepare proposals and establish 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 proposals and any cost estimates prepared by the construction cost consultant or trade partners; however, we are not proposing to provide detailed estimating services.

Construction Documents

Once the Owner has approved the DD scope and budget, we will:

- Continue infrastructure documentation and coordination for each of the systems in our scope that match the design-build contractor's final, approved design.
 - Our documents will require that the design builder complete all final design and engineering, provide specific AC power, HVAC and structural loads required and coordinate with the appropriate design and construction team members. Stamping of drawings will be the responsibility of the design builder.
 - Provide interim sets of progress drawings for internal design team coordination and Owner review. It is our assumption that document transfers will be done electronically.
 - Review design-build contractor's design and coordinate towards a final agreed upon solution.
 - 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:

- Issue permitting documents, as needed, for city approvals.
- Review design-build contractor submittals and respond to questions and RFI's.
- As permitted by our site visit allowances, make visits to the site to observe the progress of the installation of electronic systems and assist in coordination issues.
- Upon systems completion, make site observations of the installation, prepare a punch list, and make sure the systems are set-up to achieve the maximum possible performance as intended.
- Provide written feedback on our findings during the site visit and provide recommendations for corrective action, if required.

SCOPE OF SERVICES BY DISCIPLINE

Bowl Sound, Back of House AV and TV Systems

- Performance based design of sound, AV, and large format display (LED, LCD, Projection, etc. as programmed) for systems 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 the quality of typical systems.
- As directed, include the Americans with Disabilities Act sound system requirements in our design documents.
- Conceptual detail of the sound systems loudspeaker rigging/suspension system to depict its aesthetic and technical requirements. Final structural design of loudspeaker suspension and attachment to the building structure will be specified to be designed by the sound system installer's 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

WJHW will assist the development team in the coordination of the relocation and infrastructure requirements of the existing LED display system from Funk Field.

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 in-house production cameras.
- Pathways and infrastructure for designed and future permanent cabling.
- Cabling in support of broadcast, official’s replay, player tracking, video coaching, etc.

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.
-

- 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.
-

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal**

Andy West
WJHW Proposal –Everett Multipurpose Stadium
January 9, 2026
Page 6 of 10

- 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 1B SCOPE	DD	CD	Totals	Person Days on Site
Bowl Sound/AV/TV Systems	\$13,200	\$14,500	\$27,700	1
LED Display System	\$0	\$0	\$0	0
In-House Video Production	\$12,200	\$13,300	\$25,500	1
Broadcast Cabling	\$2,500	\$2,500	\$5,000	0
Acoustics/Noise Control	\$3,000	\$4,300	\$7,300	0
Structured Cabling System	\$6,500	\$8,000	\$14,500	1
Surveillance & Access Control	\$3,700	\$4,800	\$8,500	0
TOTALS	\$41,100	\$47,400	\$88,500	4

PHASE 1B ALTERNATES	DD	CD	Totals	Person Days on Site
ALT 1 - Additional 1,500 seats, concession, toilets (Bldg E)	\$2,000	\$2,000	\$4,000	0
ALT 2 – Elevated premium club, party decks, support (Bldg P)	\$6,000	\$7,000	\$13,000	0
ALT 3 – Full cooking kitchen and commissary	\$500	\$500	\$1,000	0
ALT 4 – AquaSox Admin Office Fit Out	\$2,500	\$2,500	\$5,000	0

PHASE 2 SCOPE	CA	Person Days on Site
Bowl Sound/AV/TV Systems	\$13,000	2
LED Display System	\$4,500	1
In-House Video Production	\$8,500	1
Broadcast Cabling	\$2,500	1
Acoustics/Noise Control	\$496	0
Structured Cabling System	\$7,500	1
Surveillance & Access Control	\$5,000	1
TOTALS	\$41,496	7

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:

- Detailed functional drawings and specifications during the CD phase. We anticipate the design-build contractor to provide the balance of the design.
 - Documenting design-build contractor changes after 100% CD.
 - Design of LED display system.
 - Design of TV Truck parking, connectivity and cabling.
-

Andy West
WJHW Proposal –Everett Multipurpose Stadium
January 9, 2026
Page 8 of 10

- Division 8 Door Hardware
- Concert/Stage rigging and lighting
- Environmental Noise Assessment
- Network Electronics design and specifications (switches, phones, Wi-Fi APs, printer, etc.)
- Point of Sale Systems, JWO/AIFI/AR retail systems
- Security screening equipment and ticketing devices
- 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 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

Andy West
WJHW Proposal –Everett Multipurpose Stadium
January 9, 2026
Page 9 of 10

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 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:

Andy West
WJHW Proposal – Everett Multipurpose Stadium
January 9, 2026
Page 10 of 10

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.

Thank you for giving us this opportunity to be of service. Please let me know if you have any questions or find that you need anything additional from us.

Best Regards,

WJHW, Inc.



Todd M. Semple
Principal



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

Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal

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

Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal

Everett Multipurpose Stadium
Everett, Wa



\$401,683

BID DATE: 1/0/1900 130 Day Schedule - GSF

Item	Notes	Quantity	Unit	Labor		Material		Equip		Subcontract		Unit Cost	Total	Category	Bid Form Sort
				\$/Unit	Amount	\$/Unit	Amount	\$/Unit	Amount	\$/Unit	Amount				
00 - Supervision and Administration															
		50.45											\$169,244		
PROJECT EXECUTIVE	Hans Hansen	3.80	WK	\$7,200	\$27,360	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$7,200.00	\$27,360	00	
SENIOR PROJECT MANAGER	Stewart Potter	9.50	WK	\$5,720	\$54,340	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$5,720.00	\$54,340	00	
PROJECT MANAGER	Maiya Loucks	9.50	WK	\$4,880	\$46,360	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$4,880.00	\$46,360	00	
SENIOR SUPERINTENDENT	Chris Coleman	4.75	WK	\$5,160	\$24,510	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$5,160.00	\$24,510	00	
DIR OF PRECON	Flynn	11.40	WK	\$6,640	\$75,696	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$6,640.00	\$75,696	00	
Wade M. (Consultant)	Wade Meyer	2.40	WK	\$7,000	\$16,800	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$7,000.00	\$16,800	00	
SENIOR ESTIMATOR	Jon Lindberg	0.00	WK	\$5,000	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	00	
ESTIMATOR	Margarita Titova	12.00	WK	\$3,640	\$43,680	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$3,640.00	\$43,680	00	
DLR -Practice Leader	Erica Loynd	0.00	WK	\$12,000	\$0	\$0.00	\$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	\$0.00	\$0	00	
DLR - Senior Expert	Greg Garlock	0.00	WK	\$14,000	\$0	\$0.00	\$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	\$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	\$0.00	\$0	00	
DLR - Professional II	Lisa Lazar	0.00	WK	\$7,000	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	00	
BIM COORDINATOR	Margarita Titova	0.90	WK	\$3,263	\$2,937	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$3,262.80	\$2,937	00	
		0.00	WK	\$0	\$0	\$0.00	\$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	\$0.00	\$0	00	
		0.00	WK	\$0	\$0	\$0.00	\$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	\$0.00	\$0	00	
		0.00	WK	\$0	\$0	\$0.00	\$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	\$0.00	\$0	00	
MARKETING LEAD		0.00	WK	\$0	\$0	\$0.00	\$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	\$0.00	\$0	00	
DIRECTOR OF SCHEDULING		0.00	WK	\$5,406	\$0	\$0.00	\$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	\$0.00	\$0	00	
TBD4		0.00	WK	\$0	\$0	\$0.00	\$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	\$0.00	\$0	00	
TBD6		0.00	WK	\$0	\$0	\$0.00	\$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	\$0.00	\$0	00	
TBD8		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	00	
01 - Misc. / Investigation															\$75,000
Surveyor Allowance	Excluded for now - Rates TBD	0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0	\$0.00	\$0	01	
Geotech Allowance	Excluded for now - Rates TBD	0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0	\$0.00	\$0	01	
Hazmat Allowance	Excluded for now - Rates TBD	0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0	\$0.00	\$0	01	
Smart Start Consultant		0	LS	\$0.00	\$0	\$4,000.00	\$0	\$0.00	\$0	\$195.00	\$0	\$0.00	\$0	01	
Professional Surveyor - Primary Control		0	HOURS	\$0.00	\$0	\$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	\$0.00	\$0	01	
Professional Surveyor - Sitework Layout		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0	\$0.00	\$0	01	
Professional Surveyor - Site Electrical Layout		0	HOURS	\$0.00	\$0	\$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	\$0.00	\$0	01	
Professional Surveyor - Interiors Layout		0	HOURS	\$0.00	\$0	\$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	\$0.00	\$0	01	
Jobsite Travel		0		\$0.00	\$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	\$0.00	\$0	01	
Project Outreach		0		\$0.00	\$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	\$0.00	\$0	01	
Hiring Fees		0		\$0.00	\$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	\$0.00	\$0	\$30,000.00	\$30,000	01	
Moving & Relocate		0		\$0.00	\$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	\$0.00	\$0	01	
Company Apartments		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	01	
Water Tectonics Allowance (Stormwater Permit Support)		1	LSUM	\$0.00	\$0	\$0.00	\$0	\$20,000.00	\$20,000	\$0.00	\$0	\$20,000.00	\$20,000	01	
Procore Software (PreCon)		1	LSUM	\$0.00	\$0	\$0.00	\$0	\$5,000.00	\$5,000	\$0.00	\$0	\$5,000.00	\$5,000	01	
Join Software		1	LSUM	\$0.00	\$0	\$0.00	\$0	\$20,000.00	\$20,000	\$0.00	\$0	\$20,000.00	\$20,000	01	
02 - Plans and Printing															\$0
Project Plans / Printing		0	LSUM	\$0.00	\$0	\$1,500.00	\$0	\$0.00	\$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	\$0.00	\$0	02	
Hyperlink, Document Management Service		0		\$0.00	\$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	\$0.00	\$0	02	
O & M Manuals		0		\$0.00	\$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	\$0.00	\$0	02	
DocuSign	>500K = \$75], [550K-3MM = \$250] [3MM-5MM = \$7	0	LSUM	\$0.00	\$0	\$1,500.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	02	
03 - Virtual Design and Construction															\$35,000
Coordination		0	MO	\$0.00	\$0	\$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	\$0.00	\$0	03	
Project Model Consultant		1	LSUM	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$35,000.00	\$35,000	\$35,000.00	\$35,000	03	
Software Training		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03	
VEO		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03	
Navisworks		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03	
Sherlock (Flypaper)		0		\$0.00	\$0	\$0.00	\$0	\$80.00	\$0	\$0.00	\$0	\$0.00	\$0	03	
4D Animation Updates		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03	
Virtual Mockups		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03	
VDC Laptop		0		\$0.00	\$0	\$0.00	\$0	\$6,800.00	\$0	\$0.00	\$0	\$0.00	\$0	03	
VDC Monitor		0		\$0.00	\$0	\$0.00	\$0	\$500.00	\$0	\$0.00	\$0	\$0.00	\$0	03	
Construction		0		\$0.00	\$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	\$0.00	\$0	03	
4D Model - MEP		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03	
Laser Scan		0		\$0.00	\$0	\$850.00	\$0	\$280.00	\$0	\$2,000.00	\$0	\$0.00	\$0	03	
3D Modeling		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$80.00	\$0	\$0.00	\$0	03	

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal**

Laser Scan - Pour Checks			0	\$0.00	\$0	\$1,000.00	\$0	\$3,500.00	\$0	\$6,400.00	\$0	\$0.00	\$0	03
Laser Scan - Surface Analysis			0	\$0.00	\$0	\$1,000.00	\$0	\$3,500.00	\$0	\$6,400.00	\$0	\$0.00	\$0	03
Laser Scan - As-Builts			0	\$0.00	\$0	\$1,000.00	\$0	\$3,500.00	\$0	\$8,000.00	\$0	\$0.00	\$0	03
Laser Scan - Accessories			0	\$0.00	\$0	\$0.00	\$0	\$13,500.00	\$0	\$0.00	\$0	\$0.00	\$0	03
Drone Flight			0	\$0.00	\$0	\$0.00	\$0	\$600.00	\$0	\$0.00	\$0	\$0.00	\$0	03
Drone Equipment			0	\$0.00	\$0	\$0.00	\$0	\$13,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03
Drone - Thermal Envelope			0	\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03
360 Job Photos (Holobuilder or StructionSite)			0	\$0.00	\$0	\$0.00	\$0	\$0.02	\$0	\$0.00	\$0	\$0.00	\$0	03
Matterport Camera System			0	\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03
Visual Reporting and Stating			0	\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03
VDCO Dashboard			0	\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03
3rd Party MEP Coordination			0	\$0.00	\$0	\$0.00	\$0	\$0.20	\$0	\$0.00	\$0	\$0.00	\$0	03
Model Archive and Turnover			0	\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$0	03
Augmented Reality (HoloLens/iPad)			0	\$0.00	\$0	\$0.00	\$0	\$3,500.00	\$0	\$0.00	\$0	\$0.00	\$0	03
Virtual Reality (Oculus Quest)			0	\$0.00	\$0	\$0.00	\$0	\$600.00	\$0	\$0.00	\$0	\$0.00	\$0	03
3D Site Logistics Plan			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$3,300.00	\$0	\$0.00	\$0	03
QC - VEO Inspections Setup & Maintenance			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$3,300.00	\$0	\$0.00	\$0	03
QC - VEO QPL/6-Step Setup & Maintenance			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$3,300.00	\$0	\$0.00	\$0	03
5D - Assemble Uploads (Estimating)			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$250.00	\$0	\$0.00	\$0	03
04 - Safety and First Aid														\$0
Periodic Screenings			0 EA	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
Silica Pre-Placement Exam			0 EA	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
Silica Medical Exam			0 EA	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
First Aid Supplies			0 MO	\$0.00	\$0	\$175.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
Safety Supplies			0 MO	\$0.00	\$0	\$250.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
Staff Safety Supplies			0 MO	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
AED Device			0 EA	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
Fire Protection			0 LSUM	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
Fire Ext (1 EA/3,000 sf)			0 EA	\$0.00	\$0	\$75.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
Back rails			0 LF	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
Remove Steel Safety Cable			0 LF	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
Horiz Opening Protection			0 SF	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
Excavation Barricades			0 LF	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	04
05 - Temporary Facilities														\$0
Office Space Rental			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Office Trailer 12'X60'			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Office Trailer 8'X30'			0 MO	\$0.00	\$0	\$675.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Office Trailer - Arch.			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Setup & Remove Trailers			0 LSUM	\$1,120.00	\$0	\$1,250.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Storage & Saw Sheds			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Craft Dry Shack			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temp. Toilets		3 each - weekly clean	0 MO	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$185.00	\$0	\$0.00	\$0	05
Temp. Toilets W/Wash Stations		3 each - weekly clean	0 MO	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$185.00	\$0	\$0.00	\$0	05
Professional Photos			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Preconstruct Photo Survey			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Bulletin Boards			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Misc. Jobsite Signs			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$2,000.00	\$0	\$0.00	\$0	05
Project Sign			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$5,000.00	\$0	\$0.00	\$0	05
Office Supplies & Equipment			0 MO	\$0.00	\$0	\$100.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Mail/Express Mail			0 WK	\$0.00	\$0	\$100.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Office Furniture			0 LSUM	\$0.00	\$0	\$5,000.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Jobsite Copy/Fax/Printer			0 MO	\$0.00	\$0	\$450.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Jobsite Computers			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Jobsite Software			0 MO	\$0.00	\$0	\$100.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Jobsite Printers			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Project Warranty Expense			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Jobsite Internet Charges			0 MO	\$0.00	\$0	\$300.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Watchman Service			0 MO	\$560.00	\$0	\$125.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Water person - Ice & Cups			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Ladders & Stairs			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Stair Tower			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Street Sweeper			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
TESC Consultant			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
TESC Maintenance			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
TECS Equipment			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
TESC Discharge Fee			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
TESC Supplies			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Filtration Sedimentation Tanks			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temp. Roadways & Access			0 LSUM	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$10,000.00	\$0	\$0.00	\$0	05
Temporary Fencing			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temporary Fencing - Screening			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temporary Partitions			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temporary Walkways			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temp. Water & Service			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temp. Water Usage Cost			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temp. Utilities To Office Trailer			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temp. Power Equip/Supplies			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temp. Power Cost - Trailers			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temp. Power Cost - Building			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temp. Power Cost - Start-Up			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Temp. Parking Area			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
Employee Parking Fees			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05
			0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	05

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal**

Hoist Elect Service			0	\$0.00	\$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	\$0.00	\$0	09
Hoist Operator (1 Cage)			0	\$0.00	\$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	\$0.00	\$0	09
Hoist Insurance			0	\$0.00	\$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	\$0.00	\$0	09
Temporary Use of Elevator			0	\$0.00	\$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	\$0.00	\$0	09
RT Fork Lift			0	\$0.00	\$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	\$0.00	\$0	09
Forklift Operator			0	\$0.00	\$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	\$0.00	\$0	09
Job Site Pickup			0	MO	\$0.00	\$0	\$0.00	\$0	\$975.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	09
Fuel			0	GAL	\$0.00	\$0	\$5.25	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	09
All Terrain Vehicles			0	\$0.00	\$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	\$0.00	\$0	09
Air Compressor Rental			0	\$0.00	\$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	\$0.00	\$0	09
Welders			0	\$0.00	\$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	\$0.00	\$0	09
Generators			0	\$0.00	\$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	\$0.00	\$0	09
Multiquip 60 KW			0	\$0.00	\$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	\$0.00	\$0	09
Amida Light Plant			0	\$0.00	\$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	\$0.00	\$0	09
Bobcat 763			0	\$0.00	\$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	\$0.00	\$0	09
Dewatering Equipment			0	\$0.00	\$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	\$0.00	\$0	09
Radios			0	\$0.00	\$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	\$0.00	\$0	09
Finishing Mach. & Blades			0	\$0.00	\$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	\$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	\$0.00	\$0	09
Small Tools ___% X Lab			0	\$0.00	\$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	\$0.00	\$0	09
			0	\$0.00	\$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	\$0.00	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	\$0.00	10
Equipment Use Tax			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	10
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	10
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	10
Summary			-													
Supervision and Administration			1	LS		\$291,683		\$0		\$0		\$0		\$291,683		
Misc. / Investigation			1	LS		\$0		\$30,000		\$45,000		\$0		\$75,000		
Plans and Printing			1	LS		\$0		\$0		\$0		\$0		\$0		
Travel			1	LS		\$0		\$0		\$0		\$35,000		\$35,000		
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 \$401,683

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal**

Bayley Role	Original Rate	Escalated @ CPI (2.4% — Feb 2026)
Project Executive	\$176	\$180
Senior Project Manager	\$140	\$143
Project Manager	\$119	\$122
Project Engineer	\$85	\$87
General Superintendent	\$140	\$143
Senior Superintendent	\$126	\$129
Director of Preconstruction	\$149	\$153
Senior Estimator	\$122	\$125
Estimator	\$89	\$91
Project Administrator	\$76	\$78
Director of Safety	\$109	\$112
TOTAL / AVERAGE	\$121 avg	\$124 avg

CPI Reference: The Consumer Price Index for All Urban Consumers (CPI-U), published monthly by the U.S. Bureau of Labor Statistics, measures price changes across a basket of goods and services. The 12-month rate through February 2026 is **2.4%**. Source: bls.gov/cpi



Johansen Mechanical
inc.

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

Date : 13-Feb-26

To: Bayley Construction
8005 SE 28th St
Mercer Island, WA 98040

Attn: Stewart Potter Quote ID # EST10198

Subject: Everett Multipurpose Stadium - Design Cost Breakdown Phase 1B

Dear: Stewart Potter

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:

- 1) **Phase 1B:** Construction Design
 - a) 100% Design Development (DD) for HVAC & Plumbing
 - b) 100% Construction Documents (CD) for HVAC & Plumbing
 - c) Construction Administration
 - d) Project Closeout of Design Documents

Scope of Work for Pre-construction Services:

- 1) **Phase 1B Scope of Work**
 - a) Design Development (DD) of HVAC and Plumbing Systems
 - i) Attend weekly coordination meetings with the stakeholders
 - ii) Attend weekly meetings with the internal Design-Build team
 - iii) Coordinate all systems with all other disciplines to provide a coordinated set of drawings
 - b) 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 diagram
 - vi) Finish waste and vent diagrams
 - vii) Add details, sections and enlarged plans as needed
 - viii) Finalize equipment schedules
 - c) Construction Administration
 - i) Answer RFIs
 - ii) Review submittals
 - iii) Perform five site visits during construction

Schedule:

Phase 1B:

Construction Documents (CD) Design are anticipated to begin approximately 2-3 weeks
Duration of of CD Design is approximately 4-5 months

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

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal**

- 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 1B Design Cost (DD & CD).....	\$	338,310
Base Pricing - Phase 2 CA Cost (Construction Administration).....	\$	73,689
Base Pricing - Total.....	\$	411,999

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

March 6, 2026

Brian Pringle
Project Manager/Estimator
Johansen Mechanical, Inc.
16372 177th Ave S
Monroe, WA 98272

Project: Everett Multipurpose Stadium
Everett, WA

Subject: Fee Proposal – Professional Engineering Services

Dear Brian:

Thank you for the opportunity to provide you our proposal for the referenced project. We will provide our engineering services for continuation of the completed Schematic Phase that was delivered in November 7, 2025, and in accordance with the following.

PROJECT DESCRIPTION

Project Owner

City of Everett

Project Location

Everett, WA

Building / Project Description

Everett Multipurpose Stadium is a multipurpose stadium that will house the Everett AquaSox and host community events. The stadium includes a 253,136 SF (not enclosed) area with 72,185 GSF (enclosed) space. The space will include Spectator Seating, Spectator Facilities, Food & Retail Facilities, Media Facilities, Administration Facilities, Team/Event Facilities, Team/Event Facilities, Playing Field Facilities, Service & Operations Facilities and Sound System & Scoreboard.

CONSTRUCTION COSTS

Based on information we received the preliminary estimate is:

A. Total Construction Cost: \$50,000,000 (Estimate)

INFORMATION SOURCE

Proposal is based on the following correspondence:

- A. Email from Keith Johansen dated April 28, 2025.
- B. Email with four attachments from Brian Pringle dated April 28, 2025.



PROJECT SCHEDULE

- A. Design and Documentation: TBD.
- B. Construction: TBD.

ASSUMPTIONS

Based on information received, we understand that this project:

- A. Will have a single bid / construction packet.
- B. Limited to HVAC and Plumbing engineering only.

DESIGN SUBMITTALS

Design Development
Construction Documents
Permit

MEETINGS

Meetings with design team, Owner representative, and construction team during design phase and construction.

- A. Up to twenty-one (21) mechanical meetings attended by up to two (2) staff members.
- B. Up to twenty-one (21) plumbing meetings attended by up to two (2) staff members.

SUMMARY: BASE SERVICES

A. Mechanical Engineering Services

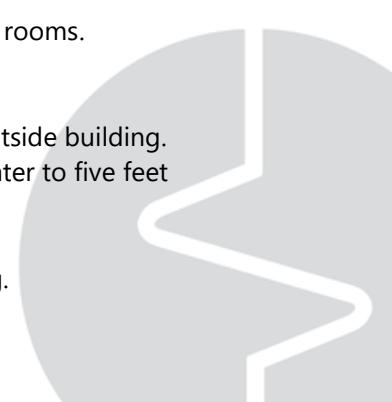
- 1. Heating, ventilation, and air conditioning
- 2. Plumbing

ENGINEERING SERVICES DESCRIPTION

Our scope of services is limited to the following. Services not included are Additional Services.

A. Mechanical Engineering Services

- 1. Heating, Ventilation, and Air Conditioning Systems Design:
 - a. Air conditioning and heating systems design.
 - b. Space heating and ventilation design for areas not requiring air conditioning.
 - c. Heating and cooling load calculations, energy profile.
 - d. General building exhaust systems design including toilet rooms.
- 2. Plumbing Systems Design:
 - a. Sanitary drainage, vent, and piping design to five feet outside building.
 - b. Domestic cold and hot water piping distribution; cold water to five feet outside building.
 - c. Domestic water heating system.
 - d. Storm water drainage piping to five feet outside building.



- e. Gas piping to utility provided meter.
- f. Plumbing fixture specifications and cut sheets.
- g. Connections to **Noncommercial** kitchen equipment based on information provided by Owner.
- h. Connections for equipment and appliances provided by others; connection requirements to be based on information provided by others.

CONSTRUCTION ADMINISTRATION: BIDDING AND NEGOTIATIONS

- A. Answer questions during bidding phase.
- B. Issue addenda as may be required under the original design scope.
- C. Review of the HVAC and Plumbing system submittals.
- D. Answer RFIs, DCVRs, and construction questions.
- E. Construction observation includes five (5) site visits for mechanical and plumbing systems.
- F. Preparation of construction record drawings from Contractor's field drawings.

EXCLUSIONS AND CLARIFICATIONS

- A. Commercial Kitchen exhaust and make-up air systems design are not included.
- B. Review of change order costs initiated by others are not included.
- C. Construction cost estimates will be by construction cost estimator. We will provide a cost opinion only.
- D. Pre-bid and pre-construction meetings are not included.
- E. Life cycle cost analysis for alternate mechanical / electrical systems are not included.
- F. Structural calculations for the seismic restraint of mechanical equipment is not included.
- G. Waterproofing details / requirements for building components by others are not included.
- H. Commissioning of systems is not included.
- I. Cost reduction requiring redesign after approved systems have been designed is not included.
- J. Change order issues, ASIs, and revisions requiring redesign and additional design are not included.
- K. Acoustical calculations for systems are not included. We will design our systems per your acoustical consultants' recommendations.
- L. Design of building footing drainage and/or sub-slab groundwater drainage is by others.



FEE

Fixed Fee

Project Phase	HVAC	Plumbing	Phase Totals
Value Engineering	\$10,000	\$10,000	\$20,000
Design Development	\$43,901	\$33,119	\$77,020
Construction Documents	\$100,432	\$75,765	\$176,197
Construction Administration	\$36,524	\$27,554	\$64,078
Discipline Totals	\$190,857	\$146,438	\$337,295

Subtotal: \$337,295
Reimbursables: \$2,000
Total Fees: \$339,295

STANDARD REIMBURSABLE EXPENSES

Standard reimbursable expenses include, but are not limited to: check plots, final plots, copies, mileage to jobsite and parking.

Fixed Fee: \$2,000

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from a lack of project funding.

This proposal is valid for 90 days from the date first written above. Săzän Group, Inc. reserves the right to modify or update this proposal after that date.

BUILDING INFORMATION MODELING (BIM)

A. General

1. The preparation of AIA E203 (2013) is the sole responsibility of the Project Architect. Săzän Group to modify based on the project scope; agree and approve. In the absence of AIA E203 or similar contractual document, the BIM process will follow the terms and practices outlined here and below.
2. The MEP drawings and the BIM Model shall be diagrammatic in nature and show general routing and connections and may not show all parts in its exact position.
3. 2D prints and documents will be prepared from the 3D BIM model. There will be no duplication of information in AutoCAD or a similar 2D based CADD environment.
4. Notwithstanding the BIM MEP model, the contract documents will be the two-dimensional hard paper copies of drawings and specifications. Subject to the appropriate contractual language and indemnification, the BIM HVAC and Plumbing design model electronic file may be provided.
5. The embedded content in the design elements shall be at the discretion of Săzän Group.

6. Architectural BIM Revit models will be provided to Sazän Group for our use, with consultant views identified for our use as backgrounds.

B. Model Level of Design

The design model is not intended on being used for take-offs, counts, or fabrication. In general, the Revit model will be modeled to Level of Design (LOD) of 300 for Construction Document.

Sazän will not model above LOD 300 as model above this LOD is best completed by the contractor who will be choosing the specific manufacturer and models of equipment, routing preferences, as well as means and methods of fabrication, installation, and construction.

C. Clash Detection

As noted above, the routing is diagrammatic in nature so using clash detection on the design model other than checking for general clearances at locations like shafts or other choke points will not be performed past a basic visual check at these areas. If clash detection is desired this shall be performed by the General Contractor / Subcontractors using their construction / fabrication level models and desired routing.

D. BIM360 Modeling

If BIM 360 is used for the project, Sazän assumes the following:

1. All Sazän BIM Managers will be added to the BIM360 project with administrator rights so Sazän group can properly manage permissions and users on the Sazän team as they are added or removed from the project.
2. Only Sazän Group employees will open the Sazän model and make modifications or corrections.
3. A Revit model waiver is signed by all 3rd parties given access to the BIM 360 project if Sazän does not already have a contract with the party.
4. Sazän Group shall be given at least two weeks' notice prior to being removed from the project or the project being archived so that Sazän can retrieve all of the electronic files stored on the project.

E. Construction Operations Building Information (COBie)

If COBie standards are utilized, Sazän shall specify a range of acceptable makes and models of equipment, acceptable for use on this project. The General Contractor / Subcontractors shall be responsible for providing COBie spreadsheets with final installed equipment manufacturer, and model information. Any COBie documents provided by Sazän shall be "preliminary" and not for final record.

F. Model Updates

Sazän Group expects the model will be continuously updated by the Architect at biweekly intervals. Models submitted by the Architect less than two (2) weeks prior to each submittal will be evaluated by Sazän Group to determine whether the model can be accepted and whether the MEP scope of work can be delivered on schedule. Sazän Group will notify the Architect if there are any model revisions that cannot be incorporated into the project schedule. Alternatively, an extension of the delivery date

Page 6
Everett Multipurpose Stadium
March 6, 2026

will be granted. The time extension will be negotiated based on the extent of changes to the revised backgrounds.

ADDITIONAL SERVICES

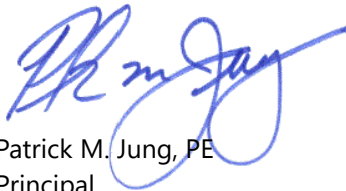
Services requested beyond those included in this proposal will be considered Additional Services and will be billed at our standard hourly rates at the time the work is performed or will be estimated on a lump sum basis. Săzăn Group, Inc. will not proceed with services we consider to be in addition to the contract without first notifying you and obtaining your authorization.

We appreciate this opportunity to provide engineering services. If this proposal meets with your approval, please sign below and return to us. By your signature, you acknowledge that you have read and agree to the terms of this proposal. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind for Johansen Mechanical, Inc. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

Săzăn Group Inc.



Patrick M. Jung, PE
Principal

Signed by: **Johansen Mechanical, Inc.**

Brian Pringle: _____ Date: March 6, 2026



GENERAL CONDITIONS

These General Conditions are incorporated into and are part of the design services proposal letter from Sázän Group, Inc. ("Sázän") to Johansen Mechanical, Inc., ("Client") dated March 6, 2026 related to the Project identified therein. These General Conditions, and the design services proposal letter, together, are referred to below as "this Agreement." Sázän and Client are sometimes referred to in this Agreement individually as "party" and jointly as "parties."

Compensation

Compensation shall be as proposed in the proposal letter.

Billing and Payment

Sázän will send invoices approximately monthly covering services performed and costs incurred during the preceding period. Payment is due within thirty days of receipt of each invoice. If Client fails to pay within forty-five days of receipt of an invoice, Sázän may, at its option: terminate this Agreement for default; and/or charge interest at the rate of eighteen percent per annum on all amounts unpaid more than thirty days after receipt of the invoice; and/or suspend performance until all payments, including any accrued interest, have been brought current and the parties have agreed to appropriate changes to the schedule and/or compensation. In the event of a suspension under this provision, Sázän shall not be liable for any costs or damages incurred as a result of delays or interruptions to the progress of the Project.

Client-Furnished Information

Sázän is entitled to rely upon the completeness and accuracy of information and documents furnished by Client and Client's consultants.

Instruments of Service

Plans, specifications, and other materials prepared by Sázän are instruments of service intended for use only on the Project that is the subject of this Agreement and shall remain the property of Sázän. Any use of the instruments of service on a different project or on this Project following a termination of Sázän's services when Sázän is not in default shall be at Client's sole risk and without liability on the part of Sázän or its directors, principals, employees, or consultants. Sázän shall not be obligated to provide electronic versions of any of the instruments of service except upon arrangements to which the parties may mutually agree at a later date.

Plans, specifications, and other materials prepared by Sázän are instruments of service intended for use only on the Project that is the subject of this Agreement. Sázän shall assign to the Owner, without reservation, all copyrights to all project related documents, models, computer drawings and other electronic expression, only as related to this Project. Sázän shall obtain a written assignment of copyrights from the design consultants in terms identical to those that obligate the architect to the owner as expressed herein, which copyrights the architect hereby assigns to the Owner. The Owner, in turn, hereby grants to Sázän a nonexclusive license to reproduce the documents for the purposes relating directly to the Sázän's performance of this Project, for Sázän's archival record, and for Sázän's reproduction of drawings and photographs in their marketing materials, provided that the contents of those materials are approved by the Owner prior to publication. No other project related documents may be reproduced for any other purpose without the express written permission of the Owner.

Any use of the instruments of service on a different project or on this Project following a termination of Sázän's services when Sázän is not in default shall be at Client's sole risk and without liability on the part of Sázän or its directors, principals, employees, or consultants.

Construction Cost Projections

Client recognizes that Sázän has no control over the cost of or availability of labor, equipment, or materials, over market conditions or over prospective contractors' methods of pricing. Any opinions

of probable construction costs provided by Sázän are offered only for purposes of general guidance and are made on the basis of Sázän's judgment as a professional familiar with the industry. Sázän makes no warranty or representation that bids or proposals from contractors will not vary from any opinions of probable construction costs provided by Sázän.

Construction

Sázän shall not be responsible for any failure on the part of the contractor(s) to construct in accordance with the plans and specifications or applicable codes or standards. Sázän shall not be responsible for construction means, methods, techniques, sequences, or procedures or for jobsite safety or safety programs in connection with the construction.

Assignment

Neither party may, either during performance or after performance or termination, assign this Agreement or any rights or liabilities arising under it or related to it without the written consent of the non-assigning party, which consent may be withheld for any reason or in the non-assigning party's discretion. There are no third party beneficiaries of this Agreement.

Termination

This Agreement may be terminated by either party upon seven days' written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination. In the event of a termination for a reason other than Sázän's default, Client shall compensate Sázän for all services performed and reimbursable expenses incurred up to the point of termination within fifteen days of the effective date of the termination.

Dispute Resolution

Any dispute that arises under or related to this Agreement, or the breach or alleged breach of this Agreement, that cannot be resolved by direct discussions between the parties shall be submitted to non-binding mediation. Unless the parties subsequently agree otherwise, the mediation shall be conducted in Seattle by the American Arbitration Association acting under its Construction Industry Arbitration Rules. Neither party may commence arbitration on any claim that has not first been considered in mediation. Any dispute that has not been resolved after being considered in mediation shall be resolved by binding arbitration. Unless the parties subsequently agree otherwise in writing, the arbitration shall be conducted in Seattle by the American Arbitration Association acting under its Construction Industry Arbitration Rules, provide, however, that there shall be a single arbitrator regardless of the amount in dispute. The arbitrator's decision shall be final and binding. No arbitration between the parties shall be consolidated with any other proceeding involving any third parties or entities, and no other person or entity shall be made a party to any such arbitration without the consent of both parties to this Agreement. The foregoing mandatory procedures shall not preclude Sázän from recording a lien and/or commencing an action in Superior Court to foreclose a lien in advance of mediation and/or arbitration to comply with statutory time limitations.

Waiver of Subrogation

The Client waives all claims for damages against Sázän to the extent such damages are covered by insurance carried by or for the benefit of Client. Sázän waives all claims for damages against Client to the extent such damages are covered by insurance carried by or for the benefit of Sázän. The foregoing waivers shall not apply to the extent, if any, that they impair coverage under the subject insurance policy or policies.

Consequential Damages / Claims Against Individuals

The parties waive all claims for consequential damages against each other. Each party waives all claims for damages against the other party's members, shareholders, officers, directors, and employees; provided, however, that this waiver shall not apply to protect any individual's intentionally wrongful act.

Time Limit

Any claim or cause of action between the parties arising under or related to this Agreement, or the breach or alleged breach of this Agreement, shall be forever barred if litigation concerning the claim or cause of action is not commenced within three years of Săzăn's last performance of services under this Agreement.

Risk Allocation

The Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that Client may recover against Săzăn (together with its principals and employees) to the amount of proceeds available under the liability insurance policy that covers the claim at the time the claim is finally resolved. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, indemnity, contribution, breach of contract, breach of expressed or implied warranty and strict liability. If the Project is residential condominiums, the amount that may be recovered against Săzăn (together with its principals and employees) shall be limited to the lesser of (1) the amount of proceeds available under the liability policy that covers the claim at the time the claim is finally resolved, or (2) the amount of compensation paid to Săzăn for its services pursuant to this Agreement.

Limit of Liability

As of the date of this contract, Săzăn Group carries limited professional liability insurance inclusive of attorney fees and expenses. Additional professional liability insurance beyond the basic coverage can be provided to the Client if the Client wishes and agrees to compensate Săzăn Group for the amount of additional premiums. If such additional coverage is requested, the Client shall notify Săzăn Group in writing concurrent with the signing of this agreement.

If such additional coverage is not requested by the Client and appropriate increased compensation is not made to Săzăn Group, the Client agrees to indemnify and hold harmless Săzăn Group and limit their liability to the Client, his / her heirs and/or assigns, and to all construction contractors and subcontractors on the project, for any costs, expenses or liabilities arising from any disputes, claims or third party claims, due to any acts, errors, or omissions, such that the aggregate liability shall not exceed the basic coverage.

Entire Agreement

This Agreement states all terms of the agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous representations, negotiations, commitments, and agreements respecting its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both parties.

Additional Services

When requested by the Client, Săzăn Group will provide Additional Services which are those services not included in the scope described under Basic Services. Compensation for Additional Services shall be at the hourly rates described in the agreement unless agreed otherwise.

Ownership of Documents

Project records, design concepts, drawings and specifications, including electronic CADD data, are instruments of the Săzăn Group's service and shall remain the property of the Săzăn Group, whether the project for which they are made is completed or not. They are not to be used, sold or transferred by the Client on this or other projects or extensions thereof except by written agreement between Client and Săzăn Group, and with appropriate compensation to the Săzăn Group. The Client may, however, retain copies of these documents for the purpose of records and reference only.

Litigation and/or Collection

In the event either party to the Agreement is required to refer this matter to an attorney and/or initiate or defend litigation against the other party arising out of or relating to this Agreement, or the services

to be performed hereunder, then the prevailing party in such litigation shall, in addition to other remedies, be entitled to reasonable attorneys' fees, including recovery costs and attorneys' fees on any appeal.

Hazardous Materials and Pollution

Săzăn Group is not suited to provide and has not been retained to provide any services related to hazardous materials or pollution. Săzăn Group assumes no knowledge or liability in connection with the presence, handling, or removal of asbestos, pollutants, mold, mildew or other hazardous materials or waste. The Client shall retain an expert consultant to deal with those conditions and exposures should they arise. Recognizing this limit on the Săzăn Group's services, the Client agrees to indemnify and hold harmless Săzăn Group against any costs, expenses, or liabilities arising from any disputes, claims, or third party claims purportedly, or in fact, caused by exposure to asbestos or other discharge, dispersal, release or escape of pollutants or other hazardous materials or waste relating to this project.





Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal
12500 Aurora Ave
Mail: PO Box 33524
Seattle, WA 98133
206.367.1900
info@cochraninc.com

November 17, 2025

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

Attn: Stewart Potter
Subject: AquaSox Stadium Electrical Engineering Proposal

Stewart,

We are pleased to present our phase 1B proposal for design, preconstruction and engineering to complete the DD, CD ~~and support the Construction Administration.~~

Cochran understands some of the scopes will be designed by others and is not included in our scope of work. Civil electrical work, building and 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", written in a cursive style.

Jerod Gummer
Director of Large Construction



Preconstruction Phase 1B					
Construction Documents, VDC Coordination/Clash Detection & Construction Administration					
100% DD to 100% CD's	11/24/2025	thru	4/17/2026	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					\$ 169,400
Sub-Total					\$ 280,477
Fee	10.0%				\$ 28,048
B&O	0.584%				\$ 1,802
GRAND TOTAL Phase 1B					\$ 310,327



November 12, 2025

Mr. Jerod Gummer
Cochran Electric
12500 Aurora Avenue North
Seattle, Washington 98133

Project: AquaSox Stadium
Everett, Washington

Subject: Electrical Engineering Fee Proposal - Revised

Dear Jerod:

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.

PROJECT SCHEDULE

The anticipated schedule and quantity of required submittals is as follows:

- 100% Design Development
- 100% Construction Documents

The Construction Documents are anticipated to be completed in May 2026.

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.

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

Mr. Jerod Gummer
Cochran Electric
November 12, 2025
Page 2

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 emergency power.
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. Coordinate with the Owner to provide connection points for broadcasting and event power.
9. Attend two hours of weekly design and coordination meetings throughout the design phase.
10. The electrical design will be produced in Revit to a LOD of 200.
11. Book form Division 26 specifications.

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. Construction administration/support services are excluded from this proposal. A separate fee proposal can be provided for construction administration/support services.
3. This proposal is based on a construction cost of no more than \$55 million.
4. The facility will not be designed to NetZero or Living Building standards.
5. Specification and placement of all site, stadium, and field luminaires assumed to be by others and excluded.
6. No generator will be required.
7. The lighting control system for field lighting will be designed by the field lighting designer.
8. 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.
9. 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

Mr. Jerod Gummer
Cochran Electric
November 12, 2025
Page 3

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.

10. 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.
11. Effort associated with Value Engineering after the 100% DD phase is excluded.
12. Effort associated with commissioning and performance testing are excluded from this proposal.
13. 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.
14. 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.
15. 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.
16. Photovoltaic systems, if required, will be design-build by the photovoltaic installer. Coffman will coordinate system size and pathway back to the main service.
17. 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 not be incorporated and information will be minor, and Coffman will be notified of the change when it occurs.
18. 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.
19. 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.
20. Security, Fire Alarm and AV system design will be by others. Coffman will coordinate infrastructure support to the extent necessary.
21. Changes to other disciplines drawings and Owner changes that impact the electrical design drawings after the construction document set will be additional services.
22. All construction cost estimates, construction scheduling and planning/provisions for temporary electrical building support systems during construction are excluded from this proposal.
23. All involvement with Commissioning is excluded.

Mr. Jerod Gummer
Cochran Electric
November 12, 2025
Page 4

24. Work with the utility to obtain potential energy rebates and/or subsidies for energy conservation will be provided by others.
25. 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 Sixty-Nine Thousand Dollars (\$169,000)**. This fee will be billed monthly based on a percentage of the project completed. The following is a breakdown of our fee:

Design Development:	\$105,000
Construction Documents:	<u>\$64,400</u>
Total	\$169,400

LABOR RATE SCHEDULE: See attached.

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.

Mr. Jerod Gummer
Cochran Electric
November 12, 2025
Page 5

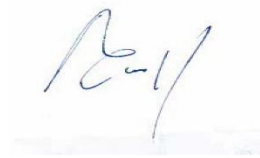
NOTICE TO PROCEED

Upon your concurrence with this proposal, please sign and return a copy of this proposal and initial and return the attached *Coffman's General Terms and Conditions* to this office for our records and as our Notice to Proceed.

Thank you again for including Coffman Engineers, Inc. on this project. Please call me directly at 206-521-0728 if you have any questions.

Sincerely,

COFFMAN ENGINEERS, INC.



Benjamin R. Maxwell, P.E.
Principal, Electrical Engineering

brm:rzd
Enclosures

O:\Seattle Proposals\2025\252360 AquaSox Stadium\252360 AquaSox Stadium - Electrical Proposal - Revised.docx

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.

**Progressive Design-Build Contract for Everett Outdoor Event Center
Exhibit to Amendment No. 1 - Phase 1B Work and Fee Proposal**

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



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,

Digitally signed by Dan Radloff
 DN: cn=Dan Radloff, o=Red Hawk
 Fire Protection, cn=Dan Radloff
 Location: Clark County
 Reason: I am approving this document
 Date: 2025.04.01 15:09:10-07'00'

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	½"	Quick	Chrome	Semi Recessed
Exposed	½"	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.



LAND SURVEYING • LAND USE PLANNING • CIVIL ENGINEERING • WETLAND SERVICES

Bayley Construction, LP
8005 SE 28TH ST
Mercer Island, Washington 98040

11-18-2025

Harmsen Project: 25-042 City of Everett

Additional Services: Miscellaneous Survey related items that may be requested by Bayley and would be performed by Harmsen on a T&M not to exceed basis.

Stewart:

This letter is to request approval for additional work on the City of Everett project as its requested by Bayley Construction. The T&M not to exceed amount will be **\$20,000**. If we believe requests may push us over this amount, we will contact you to discuss it right away. Our current T&M rates are listed below and are subject to change as our billing rates are typically updated in January of each year.

Time and Material Billing rates

- Survey Principal \$230 hr
- Survey project Manager \$200 hr
- Survey technical \$165 hr
- Drafter \$150 hr
- 1 man field crew \$175 hr
- Sr. 1 man field crew \$190 hr
- 2 man field crew \$245 hr
- Sr. 2 man field crew \$285 hr.
- Administrative \$125 hr

Please do not hesitate to contact us if you have any questions.

Sincerely,

Aaron E. Tyson, PLS
Survey Project Manager

Discipline	Task	Description	Scope of work	Estimated Cost	Assumptions/Limitations
1B Geotechnical	500	Additional Geotechnical Services	Includes conducting focused geotechnical evaluation on Parcels 26-27, Building F, and Building A footprints including advancement of 6 borings to 15 to 25 feet below ground surface (see attached plan for boring locations); final design consultation and plan and specification review; and updating the geotechnical report.	\$40,000	--
	<i>Geotechnical Estimated Cost</i>			\$40,000	
1B 1B 1B 1B Phase 2 Environmental Phase 2 Phase 2 Phase 2 Excluded. Excluded. Excluded.	100	Phase I Environmental Site Assessment (ESA)	Includes completing the Phase I ESA for the parcels to be acquired.	--	Budget has already been approved for this task.
	600	Project Planning	Includes the following project planning services that were previously completed at the request of Bayley: review of available technical and historical documents, coordination with the project team, and development and refinement of the scope of work and associated cost estimates for the geotechnical and environmental investigations.	\$19,900	--
	2400	Meetings and Communications	Includes coordination and communication with Bayley, the City of Everett, and other members of the project team. The budget for this task assumes two members of GeoEngineers attending up to five meetings, each lasting up to 1 hour.	\$3,300	--
	2500	Phase II Environmental Site Assessment (ESA) Scoping	Includes identifying and planning the scope of work and developing associated investigation cost estimates for conducting Phase II ESAs for the parcels identified for redevelopment as part of the EOMS Project.	\$5,500	--
	2600	Phase II ESA	Includes conducting field work (i.e., advancing borings and collecting soil and groundwater samples), laboratory analysis, data interpretation and reporting to evaluate the potential presence of hazardous chemicals in soil and groundwater at the parcels within the project area.	\$150,000	Assumes that field work will be performed after buildings have been demolished. Estimated costs are preliminary and may be refined based on the results of the Phase I ESA.
	2700	Contaminated Materials Management Planning	Includes conducting additional field work to further characterize the nature and extent of impacted soil and groundwater within the project area, coordinating with Bayley and the design team to develop a strategy for managing impacted soil and groundwater during redevelopment activities, and preparing a Contaminated Media Management Plan (CMMP) to guide contractors during excavation and construction.	\$80,000	Estimated costs are preliminary and may be refined based on the results of the Phase II ESA and civil design. Does not include costs for excavation, transport, and disposal of impacted soil or addressing other environmental conditions (e.g, underground storage tanks, UICs, wells, etc.).
	2800	Environmental Construction Oversight	Includes onsite support to manage impacted soil and groundwater during construction activities	\$110,000	Estimated cost is preliminary and may be refined based on the findings from task 2700.
	2900	Contaminated Materials Management Reporting	Includes preparing a report describing the handling, management, and disposal of impacted soil and groundwater during excavation and construction.	\$20,000	Estimated cost is preliminary and may be refined based on the findings from tasks 2700 and 2800.
	3000	Regulatory Agency Coordination	Includes initial coordination with the Department of Ecology for excavation at parcels that are registered cleanup "Sites".	\$10,000	Estimated cost is preliminary and may be refined based on City of Everett's strategy for management of environmental risk.
	3100	Remedial Investigation (RI)	Includes conducting additional environmental investigation activities as necessary to satisfy Ecology requirements for evaluating the nature and extent of contamination at the parcels that are registered cleanup "Sites".	\$100,000	Estimated cost is preliminary and may be refined based on City of Everett's strategy for management of environmental risk and environmental conditions at the Sites.
	3200	Prepare a RI/Feasibility Study/Draft Cleanup Action Plan	Includes preparing a report describing the results of RI, presenting an evaluation of feasible alternatives to address impacted soil and groundwater, and describing a proposed approach for addressing impacted soil and groundwater at the registered cleanup "Sites"	\$80,000	Estimated cost is preliminary and may be refined based on City of Everett's strategy for management of environmental risk and environmental conditions at the Sites.
	3300	Cleanup Action	Includes implementation of a Cleanup Action consistent with the Ecology-approved Cleanup Action Plan.	To be Determined	Estimated costs will be determined based on the findings from task 3100.
	<i>Environmental Preliminary Estimated Cost for Tasks 600 through 2900 except task 2800</i>				\$388,700
<i>Environmental Preliminary Estimated Cost for Tasks 3000 through 3200</i>				\$190,000	Estimated cost is preliminary and Does not include task 3300.

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



Client Name	Bayley
Client Contact	Stewart Potter
Project Name	Everett Outdoor Events Center
Proposal Type	Stormwater Treatment
Issue Date	10/27/2025
Prepared By	Liisa Doty
Contact Number	206 371-1693
Proposal Version	1.0
Duration	12 month
Project Start Date	1/1/2026 est.
Project Finish Date	12/31/2026
Proposal pricing is valid for 30 days from the date issued above. Budgetary	

Assumptions
Assumes Prevailing Wages
Assumes pre-treatment necessary to meet City of Everett sewer discharge limits
Allowable discharge rates unknown, assume max 300GPM
ROM budget, site analytics/Phase II not available, assumes contamination

Stormwater Treatment - Sewer Discharge						12 Months	Comments
Item	Qty	Unit	Price/Unit	Day	Monthly		
Equipment Lease							
1	Water Treatment Filtration System Includes the items below:	1	Ea	\$642.00	\$642.00	\$19,260.00	Includes the components listed below for a complete system per the specifications. Design hydraulic throughput approx. 300GPM
1a	Detention Tanks - Open	2	Ea				Two (qty. 2) Standard steel frac tank 50'L x 8'W. Open top/open body for detention prior to treatment. Contractor to deliver site water to these tanks.
1b	Detention Tanks - Wier	2	Ea				Two (qty. 2) Standard steel frac tank 50'L x 8'W. open top with weirs for settling post treatment pre filtration.
1c	ACIST Box (CESF) Treatment Box (trailer mounted)	1	Ea				Ecology approved Automated Treatment system. Includes pump, HMI controls, inline pH, turbidity & flow meters, chem dosing pumps, and optional remote alert notification package. Power required 480 3-phase 200 A service to single strike point.
1d	Sand Media Filter	1	Ea				One four pod sand filter vessel with minimum diameter of 48". Automated backwash.
1e	GAC Vessels	3	Ea				Three (qty 3) 2000 Lb. vessels in parallel. Provides 300GPM throughput
1f	Flow Meter	1	Ea				Totalizing flow meter, non re-settable as required by City for sewer discharge.
1g	Hose Package - Equipment Components	20	Ea				10' sections of reinforced hose and T's to connect bag filters on each side of the carbon units. Configuration TBD.
Consumables						Project Estimate	
2	Granular Activated Carbon (Virgin Acid Washed) Initial Fill	6000	Lb	\$3.98		\$23,880.00	Initial fill granular activated carbon vessels. Shipped in 1000# bags. Vac removal and disposal not included but can be arranged if needed.
3	Sand Filtration Media	1	Ea	\$4,500.00		\$4,500.00	Initial fill of sand filtration media (does not typically need to be replaced on a project of this length). Vac removal and disposal not included but can be arranged if needed.
4	P50 and or Chitosan Treatment Chemical	12	carboy	\$3,200.00		\$38,400.00	Estimate, quantity will depend on water quality and reactivity
Equipment Support Services						Project Estimate	
5	System Mobilization	1	LS	\$26,790.00		\$26,790.00	Includes system design, deliver, mobilization, commissioning and client orientation. Includes materials for plumbing detention tanks, wire and floats. Up to 50' of discharge plumbing included.
6	System Demobilization	1	LS	\$15,640.00		\$15,640.00	Includes demob of tanks/treatment unit and freight out; tank cleanout and/or system decontamination not included.
7	System Support	20	Hr	\$105.00		\$2,100.00	Estimate for operational support, service calls/visits. Based on an average of 20hrs/month over 24 months. Billed T&M portal to portal on a monthly basis. Includes time for sampling if required.
Permitting/Submittals Support Services						Project Estimate	
8	CESCL Monitoring (if required by City)	216	LS	\$100.00		\$21,600.00	NPDES permit requires weekly CESCL monitoring. Estimate based on 2 hours/week for 27 months to satisfy the City (& Ecology?) requirements. CESCL inspections must continue until the permit is terminated (when all site soils are permanently stabilized). Contractor can self-perform
9	Analytical Lab Fees - City Sewer	55	Sample	\$200.00		\$11,000.00	Estimated effluent sample lab fee. Assumes a weekly sampling requirement for contaminants detected in soils & groundwaters. Actual requirements TBD until permit is issued. Billed cost +15%

*monthly =30 days

Equipment Lease - Monthly	\$19,260.00
Items #1	
Consumables - Project Estimate	\$66,780.00
Items #2-4	
Equipment Support - Mobe/Demob	\$44,530.00
Items #5-6	
Permitting/Regulatory	\$32,600.00
Items #8-9	

Stormwater to Sewer - ESTIMATED TOTAL PROJECT COST \$375,030.00

12 Months

SERVICES RATE SCHEDULE

#	Item	Units	Cost/Unit
Services Rate Schedule			
1	Senior Consultant	Hourly	\$155.00
2	Senior Environmental Scientist	Hourly	\$135.00
3	Consultant	Hourly	\$125.00
4	Environmental Scientist	Hourly	\$120.00
5	Field Supervisor	Hourly	\$105.00
6	Monitoring Technician	Hourly	\$100.00
7	Field Technician	Hourly	\$98.00
8	Administration	Hourly	\$65.00
9	Travel Expenses & Per Diem		Cost +15%

TERMS and CONDITIONS

#	Item
Provided by CLIENT	
1	Power & Fueling by others
2	On and off loading of equipment delivered to site
3	Level gravel or paved area for equipment mobilization and setup
4	24 hr access to WATERTECTONICS rental equipment for servicing
5	Water (stormwater, groundwater or hydrant) for the commissioning, startup, and system testing
6	Freeze protection of components/piping external of connex box
7	Permits, licenses, certificates, bonds and any notices required by law.

#	Item
System & Operations	
1	Client and WT shall adhere to a mutually agreed upon schedule. Client shall provide workmen, materials, and supervision as needed to expedite the work to meet or exceed the project schedule.
2	Notice to proceed is required prior to beginning any and all work on or off-site.
3	Rental period starts when the equipment is delivered to site and ends when returned to WATERTECTONICS
4	Business hours are Monday through Friday 7:00 AM - 5:00 PM. Standard hours are 8hr/day, 40hr/week. Overtime will be invoiced at 1.5 times the regular rate for after hours work and 2.0 times the regular rate for work occurring on company recognized holidays.
5	Additional labor request must be in writing and will be billed per rates stated in contract
6	If WT is delayed by Client, or anyone else under their control, WT shall be entitled to equitable compensation and time extension.
8	The Customer cannot alter the equipment without WATERTECTONICS prior written approval.
9	Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear. All returned equipment is subject to inspection by WATERTECTONICS personnel. Damages and accrued rent will be invoiced to customer while equipment is out of service for repairs.
10	WATERTECTONICS shall not be responsible for any fines or sanctions as a result of customer's use of the equipment.
11	WATERTECTONICS does not warranty the degree of filtration associated with this equipment.
12	Field performance may vary if any of the system operating variables change. Variables could include, but not be limited to: changes in flow rate and/or solids loading, increased contaminant concentrations, weather patterns, additional water sources, chemicals used onsite.
13	All material that comes in contact with WATERTECTONICS equipment including sludge, media and filter bags/cartridges is the responsibility of customer as generator.
14	All filtration media is sold on a no-return/non-refundable basis. The efficiency or the longevity of the filter media cannot be ascertained or estimated.
15	It is the responsibility of the customer to clean and decontaminate all equipment prior to equipment pickup and removal by WATERTECTONICS.

#	Item
Exclusions	
1	Wireless subscription fees
2	Union Dues
3	Taxes. Applicable state & local taxes are not included in pricing
4	WATERTECTONICS is not responsible for any fines, damages or sanctions as a result of customer operation systems
6	Costs to WATERTECTONICS associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs
7	Hazardous material sampling, testing and disposal.
6	Customer is prohibited from deducting retention from WATERTECTONICS invoices and charging WATERTECTONICS liquidated damages.

#	Item
Billing & Payment	
1	Rental Period. The rental period begins on day of equipment delivery to site and ends when equipment arrives at the WATERTECTONICS storage facilities unless otherwise specified in written form. Unless sooner terminated as set forth below, the rental period for each item of equipment shall be the period of time set forth on each rental invoice generated there from describing that item of equipment. Should Client hold the equipment beyond the term set forth as the rental period, Client, shall hold WATERTECTONICS harmless from and indemnify WATERTECTONICS against any and all damages incurred as a result of such holding over. Client shall also pay to WATERTECTONICS a sum equal to the rental rate set forth from the invoices for such equipment applied to the hold over period.
2	Payment Terms. Client shall pay to WATERTECTONICS within 30 days of the date of an invoice (WATERTECTONICS to invoice by 25th of each month unless otherwise requested and approved in writing) and interest at the rate of 1.5% per month on payments not received by the due date. Payment will constitute agreement with this proposal.
3	Unless otherwise agreed upon equipment will be invoiced once per calendar month based on the monthly rate with partial months pro-rated. Service items and consumables will be billed as consumed on a monthly basis.
4	Customer shall pay for any changes to work scope including but not limited to schedule changes, material, labor, third party, permit, fee or service costs. It is the Customer's responsibility to cooperate in the timely processing, approval and payment of permit, fee or service costs. It is the Customer's responsibility to cooperate in the timely processing, approval and payment of any charges within WATERTECTONICS invoice terms.
5	The estimated labor component of this quote is based on non-prevailing wage rates. If prevailing wage laws are applicable, Customer must notify WATERTECTONICS in writing before WATERTECTONICS estimate completed. If WATERTECTONICS was not properly notified, customer shall promptly pay any change orders that adjust wages to prevailing wage rates. Customer is responsible for providing applicable prevailing wage rates to WATERTECTONICS. WATERTECTONICS will provide certified payrolls on a bi-weekly basis if notified in writing 10 days before the start of the project.

#	Item
Standard Conditions	
<i>The information contained in this proposal is intended for the confidential use of the designated recipient(s) named above. This message and all communication contained herein is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution or copying of this message is strictly prohibited.</i>	
1	Use. Rental equipment to be used only for the purpose specifically agreed to. Client shall not allow the presence of any hazardous waste in equipment. Client shall not use the equipment in violation of any environmental law or regulation, or in violation of other laws or regulations. Should accidental contamination occur, Client shall deliver to WATERTECTONICS, within twenty-four hours of the placement of any hazardous material into the equipment, a copy of the material safety data sheet pertaining to such material, and if none exists, a written report setting forth all information pertaining to the substance that would be required in a material safety data sheet pursuant to federal law. At the time of Client's return of the equipment to WATERTECTONICS, Client shall supply WATERTECTONICS, upon request, a written report from a duly licensed and qualified laboratory stating that such equipment is free of hazardous material that had a reasonable possibility of coming into contact with the equipment. Should the equipment contain hazardous materials or regulated materials, Client shall pay to WATERTECTONICS, upon billing from WATERTECTONICS the cost of cleaning the equipment, and the cost of treating, transporting and disposing of the hazardous materials, the contaminated equipment, and all wastes, leachates, rinates, solvents and other materials and emissions generated by the cleaning and removal process. Client shall not allow equipment to come in contact with any substances that will cause corrosion, dissolution or disintegration of, or other damage to the equipment. If the equipment is contaminated, corroded or otherwise damaged, in lieu of billing for the cleaning and disposal process set forth above, WATERTECTONICS shall have the option of transferring title of the equipment to Client, and Client, upon billing therefore by WATERTECTONICS, will pay to WATERTECTONICS a sum equal to the then current retail market value of the equipment (assuming no contamination) plus the cost of treating, transporting, storing and disposing of the equipment, which acts Client shall be deemed to have authorized, in the event Client does not pay for, or after payment, does not take possession of the equipment within a reasonable period of time.
2	Hold Harmless: Customer shall hold harmless, indemnify and defend Water Tectonics from any claims whatsoever, arising from or related to (A) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Customer's use of any Equipment or (B) any environmental statutory or regulatory compliance requirements applicable to any equipment (or any use thereof) and required under any and all foreign or domestic federal, state or local laws, ordinances, regulations, codes, or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. This indemnification shall survive the termination of the agreement.
3	Insurance. Client shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof and shall carry public liability and property damage insurance covering the equipment. WT shall maintain in place, throughout the performance of its work hereunder, worker's compensation coverage as required by law, and commercial general liability insurance, for bodily injury and property damage coverage (without the exclusion for explosion, collapse and underground loss), with a single occurrence limit of \$1 Million. WT shall only be required to provide such coverage to the extent of MDCI's share in the total fault causing loss or damage
4	Assignment. Client shall not sell, lease, sub-rent, pledge, loan, encumber or part with the possession of equipment or suffer any claims or encumbrances of any kind to be placed thereon. Further, Client shall not assign or otherwise transfer its interest in this agreement without the written consent of WATERTECTONICS.
5	Governing Law and Waiver. This Agreement shall be governed by and constituted and enforced in accordance with the internal laws of the State of Washington without regards to conflicts of law, and shall be binding upon the parties hereto in the United States and worldwide. Failure to enforce any provision of this Agreement shall not constitute a waiver of any other term hereof. The Parties agree to submit to the jurisdiction of any state court sitting in King County, Washington or any federal district court for the district in which said county is located.
6	Arbitration. All claims, demands, disputes, controversies and differences between the parties arising out of or relating to this Agreement and which are not able to be resolved after good faith discussions between Parties shall be settled by arbitration as set forth in this Section. Any party may, by written notice to the other within thirty (30) days after such discussions between Parties has been unsuccessful in resolving a controversy arising out of or relating to this Agreement, appoint an arbitrator who shall be a licensed attorney in Seattle, Washington, USA. The other party shall, by written notice, within thirty (30) days of receiving such notice by the first party, appoint a second arbitrator who shall be a licensed attorney in Seattle, Washington, USA and in default of such second appointment the first arbitrator appointed shall be sole arbitrator. When two arbitrators have been appointed as provided for above, they shall, if possible, agree on a third arbitrator who shall be a licensed attorney in Seattle, Washington, USA and shall appoint him or her by written notice signed by both of them and a copy mailed to each party to this Agreement within ten (10) days after such appointment. Nothing contained in this Agreement shall be deemed to give the arbitrators any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Agreement. The award of the majority of the arbitrators shall be binding on the parties to this Agreement and judgment may be entered on such award in any court having jurisdiction thereof.
7	Legal Remedies. If a legal action between or among any Parties arises from this Agreement or the conduct of any Party with respect to any disclosing Party's Confidential Information, a prevailing Party shall recover from the other Party or parties to the action its reasonable attorney fees and costs of suit.
8	Expiration. Unless specified otherwise, this bid quotation shall not remain in effect after 30 days of the bid date unless accepted in writing or by Contract.
9	Entire Agreement. These general conditions and attached bid proposal comprise the parties' entire agreement for the work. They supersede all prior and contemporaneous written or verbal agreements and representations relating to the work, and these conditions may only be amended by a mutually signed written instrument. Should any provision of this Agreement be deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in full force and effect.
10	Precedence. These conditions shall be attached to and become part of the contract and shall take precedence over any conflicting provisions.

Client Authorization

Signature: _____

Title: _____

Name: _____

Date: _____

Preliminary Stormwater Treatment Flow Rate Design
Estimated Stormwater Volumes Generated Based on Landuse and Storm Events



Client Name	Bayley
Client Contact	Stewart Potter
Project Name	Everett Outdoor Events Center
Proposal Type	Stormwater Treatment
Issue Date	10/27/2025
Proposal Version	1.0

Property Profile	Acres	Sq. Ft
Disturbed Area	5.00	217,800 (area of excavation)

Soil Profile	Curve #	% of site	Area	Product
Impervious	0.98	40%	87,120	85,378
Open Dirt	0.6	60%	130,680	78,408
			217,800	163,786

Soil Type **silt**

Composite CN (aka Run-off Curve #) **0.75**

Design; Precipitation Rates	Inches	Ft	cf	Gallons
"Significant Rain Event"	0.25	0.02	3,412	25,523
"Good Rain"	1.00	0.08	13,649	102,093
2 Year - 24-hour Storm	1.98	0.17	27,025	202,144
x 10 Year - 24-hour Storm	2.95	0.25	40,264	301,174
100 Year - 24-hour storm	5.00	0.42	68,244	510,465

[Click here for Isopluvial Map pdf](#)

Detention Volume	Qty	Volume (gallons)
Detention Tank	2	36000
Ponds	0	0
Total Detention		36000

Treatment System Sizing	Gallons	System Type	Hrs/Day	System Size
On-Site Detention	36,000	Shift	12	231
2 Year - 24-hour Storm	202,144			
Difference	166,144			

300GPM capacity quoted

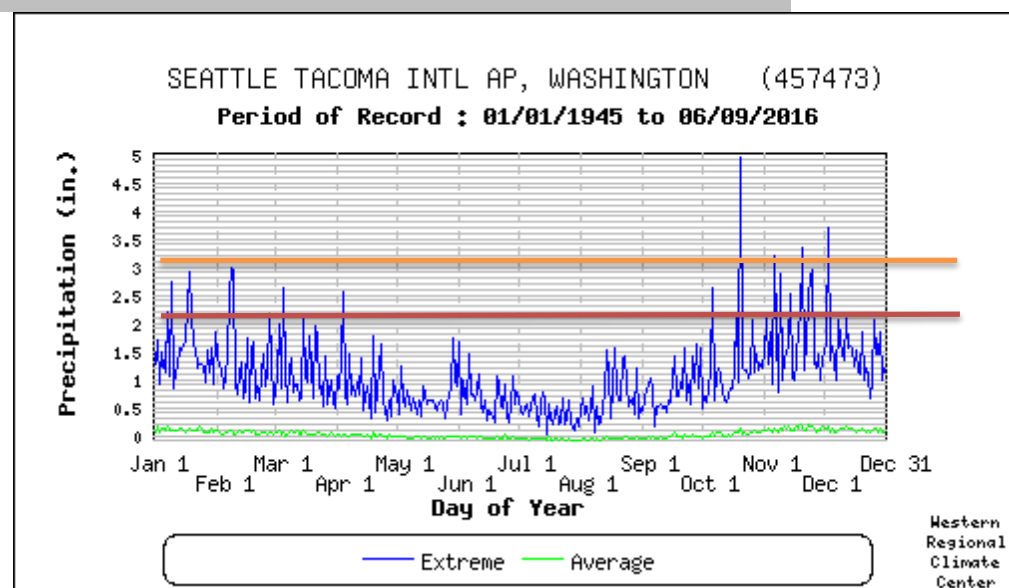
Treatment System Sizing	Gallons	System Type	Hrs/Day	System Size
On-Site Detention	36,000	Shift	12	369
10 Year - 24-hour Storm	301,174			
Difference	265,174			

Stormwater Only
300GPM capacity quoted

Site Stormwater Volume Summary for Consumable Estimation

Average Monthly Rainfall - Seattle		Estimated Monthly Stormwater Volume (gallons)
Month	Inches	Site Volume
Jan	5.63	574,784
Feb	4.09	417,560
Mar	3.95	403,267
Apr	2.66	271,567
May	1.79	182,747
Jun	1.49	152,119
Jul	0.71	72,486
Aug	1.05	107,198
Sept	1.82	185,809
Oct	3.73	380,807
Nov	6.09	621,747
Dec	5.81	593,160
Annual	38.8	3,963,251.2

[Western Regional Climate Center - Summary Data](#)



— 10yr-24 hr storm event
— 2yr - 24hr storm event

Table shows extreme rain event volumes (blue) over last 70 years, lines represent storm volumes used in sizing calculations











Bayley Design EOEC Design Build Contract Amendment No. 1_SD

Final Audit Report

2026-05-04


Created:	2026-04-30
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkpMc2MwmF878LCxHKT2X1YeLeEfekAgF

"Bayley Design EOEC Design Build Contract Amendment No. 1_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-04-30 - 4:57:29 PM GMT
-  Document emailed to Scott Pattison (SPattison@everettwa.gov) for approval
2026-04-30 - 4:58:44 PM GMT
-  Email viewed by Scott Pattison (SPattison@everettwa.gov)
2026-04-30 - 9:59:35 PM GMT
-  Document approved by Scott Pattison (SPattison@everettwa.gov)
Approval Date: 2026-04-30 - 9:59:50 PM GMT - Time Source: server
-  Document emailed to steveg@bayley.net for signature
2026-04-30 - 9:59:53 PM GMT
-  Email viewed by steveg@bayley.net
2026-04-30 - 10:05:27 PM GMT
-  Signer steveg@bayley.net entered name at signing as Stephen Grasso
2026-04-30 - 10:32:40 PM GMT
-  Document e-signed by Stephen Grasso (stevveg@bayley.net)
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-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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