CONSULTANT:	Graham Baba Architects, PLLC
CONTACT PERSON:	Brian M. Jonas, AIA, IIDA, LEED AP BD+C
ADDRESS:	1507 Belmont Ave, Suite 200
	Seattle, Washington 98122
FEDERAL TAX ID NUMBER/U.B.I. NUMBER:	602-665-935
TELEPHONE/FAX NUMBER:	(206) 323-9932
COUNTY DEPT:	Department of Conservation and Natural Resources
DEPT. CONTACT PERSON:	Rachel Dotson, Park Planning Supervisor
TELEPHONE/FAX NUMBER:	(425) 309-6154
PROJECT:	Design and Engineering Services, Snohomish County Food and Farming Center
AMOUNT:	$2,832,065.00
FUND SOURCE:	309-51094621226599 (REET 2)
	309-51094621246599 (Grants)
	309-51094621256599 (Other)
CONTRACT DURATION:	Execution through March 31, 2028
	unless extended or renewed pursuant to Section 2 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Graham Baba Architects, PLLC, a Professional Limited Liability Company (the "Contractor" or "Consultant"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is providing design and engineering services. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFQ No. 25-0551JM.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution (the "Effective Date") and shall terminate on March 31, 2028, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date, PROVIDED, HOWEVER, that the County's obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

A. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

B. Overhead and Expenses. The Contractor's compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule C attached hereto and by this reference made a part of this Agreement.

C. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

D. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

E. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?
Yes ☐ No X

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed $2,832,065.00 for the initial term of this Agreement.

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

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

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

Name: Rachel Dotson
Title: Park Planning Supervisor
Department: Department of Conservation and Natural Resources
Telephone: (425) 309-6154
Email: rachel.dotson@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

A. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees, and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

B. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the

Contractor to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims in proportion to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

C. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. General Liability: $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

ii. Automobile Liability: $1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

iii. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

iv. Employers' Liability or "Stop Gap" coverage: $1,000,000.00;

v. Professional Liability: $1,000,000.00.

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

i. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the

policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

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

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

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

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

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

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

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

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

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement including Attachment A – Federal Contracting Requirements.

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

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

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

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

21. Non-Waiver of Breach; Termination.

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred

by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (**5**) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

C. The County may terminate this Agreement upon two (2) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

D. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contactor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:
Snohomish County Department of Conservation and Natural Resources
Parks and Recreation Division
6705 Puget Park Drive; Snohomish, Washington 98296
Everett, Washington 98201
Attention: Rachel Dotson, Park Planning Supervisor

_____

and to:
Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor:
Graham Baba Architects, PLLC
1507 Belmont Avenue, Suite 200
Seattle, WA 98122
Attention: Brian Jonas, Principal/Owner

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFQ identified in Section 1. The RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFQ, and the

Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFQ and the Contractor's response, the RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

"County"	"Contractor/Consultant"
Snohomish County	Graham Baba Architects, PLLC
	Digitally signed by Brian M. Jonas Date: 2026.02.05 16:43:27-08'00'
County Executive Date	Date
Approved as to insurance and indemnification provisions: Barker, Sheila Digitally signed by Barker, Sheila Date: 2026.02.05 11:26:00 -08'00'	Approved as to form only:
Risk Management Date	Legal Counsel to the Contractor Date

Approved as to form only:

Marsh, George Digitally signed by Marsh, George
Date: 2026.02.05 11:08:52 -08'00'

Deputy Prosecuting Attorney Date

Schedule A
Scope of Services

Agreement for Architectural Services – Snohomish County Food & Farming Center

Project Description:
The Snohomish County Food & Farming Center is an approximate 39,500 square foot building to be located at McCollum Pioneer Park at 600 128th Street Southeast in Everett, Washington. The Center will house an Aggregation and Distribution Warehouse, Commercial Kitchen and a year-round Farmer's Market. The Center will be a resource to regional small farmers and local entrepreneurs in order to maximize use of their product, increase profitability and economic stability. Sustainability achievements for the project are LEED Gold status and Salmon Safe certification for the entire facility master plan. The design team intends to register the project under the LEED v4 Master Site program.

The Food & Farming Center site within McCollum Pioneer Park includes several environmentally critical areas including: wetlands, creek buffer zone, fault line presence and a closed landfill. Consultant will utilize initial design work performed under a previous contract and team, but will initiate services with an analysis phase to propose cost savings strategies and increased operational efficiency measures as modifications to the previous design. For the purpose of this proposal, it is assumed that the existing building location, size, and site access and features are to be retained in the design moving forward, as represented in the May 29, 2025 'Site A – Project Definition Report" and April 2, 2025 "Validation Report." The previous design work and reports to be utilized will be referenced in this proposal as the "Validation Phase."

Consultant will perform existing design analysis during an initial Value Engineering Phase and then proceed with development of the approved design modifications and strategies for a phased construction plan in the subsequent Design Development Phase. Each of these phases are to include design for the entire master plan of the facility and immediate building site. A pricing exercise will be performed at the completion of Design Development for review by the County, which will conclude the services under this agreement. Once the County selects a phasing plan, Consultant will draft an amendment to the existing contract, to complete documentation and construction for the first phase of the project.

For the Scope of Basic Services indicated in Schedule A, the total overall invoiced amount will **not exceed $2,832,065.**

Scope of Basic Services	Fee by Phase
Task 1: Value Engineering	$656,639
Task 2: Design Development	$1,550,502
Task 3: Entitlements & Environmental	$379,604
Task 4: Adaptive Reuse Feasibility	$98,195
Total Fee for Basic Services:	$2,684,940
Expenses:	$147,125
Not to Exceed Contract Total:	**$2,832,065**

Project Schedule:
Within Attachment B is a preliminary schedule which outlines the general workplan for the project). From Notice to Proceed, the schedule anticipates 11 months to complete the Phase 1 work, including Value Engineering and completion of Design Development. Select Entitlement Reviews, including NEPA and Land Use Permits will extend beyond this period, but are included in the Phase 1 Scope of Basic Services.

The actual project schedule will be defined and refined once the project has started and various team members have been consulted, but this schedule serves as the baseline for the durations and activities assumed in this Scope. Timelines for jurisdictional review are outside of Consultant's control. Timelines in the schedule are estimated and will be confirmed after consultation with Snohomish County Planning and Developmental Services and the Snohomish County Health Department.

Sub-Consultants:
Consultant will be responsible for the complete and timely delivery of all services and deliverables required under this Agreement with the County. Consultant will engage the following sub-consultants to perform specific tasks within the scope of work:

- Geotechnical Engineer: Shannon & Wilson
- Regulatory and Land Use Permitting Consultant: Shannon & Wilson
- Environmental Engineering: Shannon & Wilson
- Landfill Development Consultant: BHC Consultants
- Civil Engineer: KPFF
- Landscape Architect: Berger Partnership
- Structural Engineer: KPFF
- Mechanical/Electrical/Plumbing Engineers: ARUP
- Lighting Design: ARUP
- Fire Suppression Design: ARUP
- Acoustical Engineer: ARUP
- Refrigeration and Kitchen Equipment Design: Clevenger Associates
- Logistical Consultant: ARUP
- Building Envelope Consultant: 4EA Building Science
- Sustainability Consultant: ArchEcology
- Cost Estimator: Rider Levett Bucknall
- Accessibility Consultant: Studio Pacifica
- Specification Coordinator and Writer: Tony Fodden
- Traffic Consultant: Heffron Transportation, Inc

Attached hereto as Attachment B are the Scopes of Work that define the work the sub-consultants will provide the Consultant. These are attached for the County's convenience only. Attachment B neither alters the contractual relationship between the Consultant and its sub-consultants nor the contractual relationship between the County and the Consultant. Attachment B does not create a privity of contract between the County and the sub-consultants.

This proposal assumes that the following additional consultants will be contracted with, and managed directly by, the County, if required by the project: Surveyor, Utility Location Services, Building Commissioning, and USDA Food Safety and Inspection Service (FSIS) coordination and documentation. Consultant will coordinate our design work with your consultants, but County will retain responsibility for County's consultants' performance on the project.

Task 1: Value Engineering
Using the Validation Report and Project Definition Report as a guide, the Consultant shall perform a Value Engineering (VE) study. Efficiency improvements, value-add design proposals, and cost-reducing building and site development options, not currently shown in the project Validation Report, will be explored. Value Engineering will consist of drawing and plan markups, pricing evaluation, development of a cost-effective plan to construct the FFC for the best value, and a written narrative summarizing all disciplines' design proposals and site analysis performed during the study

The VE study will include evaluations of architectural building systems and construction materials, landfill infrastructure-related constraints and cover strategies, building foundation types, equipment needs and layouts, landscape and site design, civil and structural design, geotechnical and environmental review, accessibility review, MEP/FP systems, logistics and operational workflows, storage and material handling, loading and waste operations, and the building envelope to identify cost-effective alternatives and optimization opportunities.

Consultant shall establish LEED and Salmon Safe design criteria for inclusion in the design analysis.

Consultant will rely on the information provided in the Validation Phase as an accurate representation of the County's program requirements and to confirm building layouts and operational efficiencies.

Consultant will review and revise the existing Food and Farming Center program as shown in the Validation Phase in conjunction with the County. Extent of revisions is assumed to be minimal.

County will provide Consultant with anticipated types of manufacturing equipment needed and the estimated demand, product volume and through-put desired. The County will provide the Survey, AutoCAD and Revit files produced during the Validation Phase for the team's reference and use.

Unless otherwise approved by the County, Consultant shall complete Value Engineering within (19) weeks from notice to proceed, which includes no more than (4) weeks maximum of County internal review. Design team coordination and materials production will continue during periods of County review. Pricing to occur parallel to design efforts as depicted in the preliminary project schedule.

Lighting Design, Acoustic Consulting, and Transportation Impact analysis are not included in the scope of the Value Engineering task.

- Meetings
    - Consultant will convene (3) in-person kick-off sessions, at County offices, with County staff for review of Validation Phase materials and any early identification of program or project characteristics that are desired to be retained or revised.
    - Consultant will convene (4) County design meetings maximum, either in person at Graham Baba's offices or via electronic interface such as Microsoft Teams or Zoom. Meeting agendas and sub-consultant attendance will be determined after Kick-off.
    - Consultant will convene (1) pricing review meeting with the County, assumed to be held in-person at the County's offices.
    - Consultant will convene up to two (2) Early Coordination meetings with Ecology and Snohomish Health to verify closure-plan implications early. Establish whether a revised Closure Plan or Engineering Report is required. Note that neither is included in this scope of work, if required by Ecology.
    - Consultant will convene weekly coordination meetings with their sub-consultants for the VE schedule duration included in this agreement. Meetings will be held via electronic interface such as Microsoft Teams or Zoom.
    - Consultant will convene (1) site visit to gather information that will inform the Civil design.
    - Consultant will meet with County staff, stakeholders, and processors to understand scope and project design criteria, required processing activities such as washing, slicing, packaging, and sorting. Document product types, batch sizes, expected throughputs, operator needs, and workflow expectations. Develop preliminary assumptions for processing space needs based on stakeholder input. Identify requirements to be confirmed or advanced during the DD phase
    - Consultant will convene a 2-4 hour Sustainability kickoff meeting via teleconference to explore sustainable strategies and set goals for the project.

- Pricing
    - After initial evaluation of the design and operations of the Validation Phase and approval received by the County on design revision proposals, the Consultant will brainstorm, evaluate, and recommend value engineering strategies, and will provide pricing for all value engineering measures identified that will be compiled in a Value Engineering Strategy List.

- The Value Engineering Strategy list will serve as a menu to be reviewed with the County for selection, editing or prioritization of measures to be incorporated into the design. Upon selection of strategies and design refinement, a final rough pricing total will be available, based on the Value Engineering Strategy List and will be provided for approval prior to proceeding to Design Development.

- Deliverables
  - Consultant shall prepare and provide meeting agendas and meeting minutes in digital format.
  - Consultant shall prepare and provide digital file drawing markups of the Validation Phase site plan, preliminary building test fits, sections and elevations.
  - Consultant shall prepare and provide digital files and documentation of the VE design that may include some combination of study models, perspective sketches, building massing concepts, or digital representations.
  - Consultant shall prepare and provide (1) milestone report document at the completion of the phase, to include written narratives organized by discipline-specific recommendations and summarize design revisions and VE strategies approved for implementation in Design Development.
  - Consultant shall prepare and provide LEED Scorecard for the project and a Sustainability Charrette Summary Report with a recommended list of applicable mandatory and target strategies.

Task 2: Design Development
Following approval of the Value Engineering design and pricing exercise, the Consultant shall proceed with development of the approved design modifications in the Design Development phase. Services performed will further develop the design and coordinate all disciplines to produce documentation for pre-submittal conferences with Land Use and Building departments, and application to Land Use Permit review with the Snohomish County Planning and Development Services (PDS), including SEPA Checklist. Tracking of Land Use/SEPA permit review and response to correction notices will be provided as part of this phase. Production of phasing plan options for construction of the facility will also be developed for submission to the County.

The Consultant will coordinate all aspects of the architectural building systems and construction materials, landfill infrastructure-related constraints, cover strategies and gas monitoring, investigate, via soil borings, and recommend construction recommendations for subsurface soil conditions, equipment needs and layouts, landscape and site design, civil and structural design, geotechnical and environmental review, accessibility review, MEP/FP systems, logistics and operational workflows, storage and material handling, loading and waste operations, and the building envelope to develop documentation suitable for a detailed rough order-of-magnitude cost estimate at the close of the phase. Preliminary lighting layouts, fixture selection, and acoustic design will be incorporated into the building systems during this phase. Consultant shall maintain a sustainability credit compliance log that will serve to track and ensure sustainable systems are being implemented in the design and are incorporated into documentation that will achieve the LEED and Salmon Safe required criteria.

Services provided during this phase anticipate some involvement by the Consultant in community engagement efforts by the County. Exact services to be requested are unknown. Community engagement responsibilities assumed are outlined below.

Unless otherwise approved by the County, Consultant shall complete Design Development within (16) weeks from Value Engineering Approval to issuance of the 100% Design Development set. An additional (10) weeks maximum for pricing and County review is expected and will be supported by the design team to a maximum of (3) hours per week.

Tracking of the Land Use/SEPA permit review and response to correction notices is Included to a maximum duration of (28) weeks of review with (2) correction cycles maximum, after submittal. Timelines for jurisdictional review are outside of the Consultant's control. Timelines in the schedule are estimated and will need to be confirmed after consultation with Snohomish County Planning and Developmental Services and the Snohomish County Health Department.

- Meetings
  - Consultant will convene (3) County design meetings maximum either in person at Graham Baba's offices or via electronic interface such as Microsoft Teams or Zoom. Meeting agendas and sub-consultant attendance will be determined after the commencement of the phase.
  - Consultant will convene (1) pre-application conference with the PDS.
  - Consultant will convene (1) maximum site visit to validate the Civil design.
  - Consultant will convene (3) maximum meetings with utility providers to inform utility design requirements and availability of services.
  - Consultant will convene bi-weekly coordination meetings with their sub-consultants for the VE schedule duration included in this agreement. Meetings will be held via electronic interface such as Microsoft Teams or Zoom.
  - Consultant shall convene (1) pricing review meeting maximum with the County, assumed to be held in-person at the County's offices.

- Pricing
  - Consultant shall conduct in-process quantity take-offs and provide unit rates for specified materials and assemblies to create allowances and contingencies that will aid the project team in decision making.
  - Consultant shall provide a final cost estimate for the design presented in the 100% Design Development milestone set and benchmarking reports of comparison facilities for review by the County and all sub-consultants.

- Deliverables
  - The Design Development Documents will illustrate and describe the development of the approved Value Engineering phase report and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems.
  - Consultant shall prepare and provide meeting agendas and meeting minutes in digital format.
  - Consultant shall package and provide a 50% Design Development milestone set for review by the County and for use in the Pre-Submittal Conference meeting with PDS.
  - Consultant shall prepare and provide a single 100% Design Development milestone document set at the end of the phase for use in County and stakeholder reviews, pricing by the cost estimator, illustration of phasing plan options for construction of the facility, and for submission for Land Use permits.
  - Consultant shall prepare and provide a booklet of recommended kitchen equipment manufacturer data sheets and itemized cost estimates.
  - Consultant shall prepare a preliminary storage and equipment User Requirements Summary to illustrate logistical needs of the operator.
  - Consultant shall provide a working sustainability credit update document to track LEED and Salmon Safe required criteria and will be used to advise the sub-consultants on credit compliance and provide interpretation and guidance on implementation as appropriate to the design phase.
  - Consultant shall prepare and provide the 30% Geotechnical Engineering Report.
  - Consultant shall prepare and provide the Engineering Design Report for the Vapor Intrusion Mitigation System.
  - Consultant shall prepare and provide a memo describing the landfill gas monitoring procedures and health and safety precautions.
  - Consultant shall prepare and provide the Landfill Design Development Considerations Technical Memo and Waste Excavation and Handling Plan.

- Community Engagement
  - The Consultant will attend (2) in-person community or stakeholder meetings with a maximum duration of (4) hours each
  - The Consultant will prepare a unique digital presentation for each meeting
  - The Consultant will prepare and print (4-8) 24x36 boards mounted on foam core for each meeting
  - The Consultant will coordinate with the County and sub-consultants in preparing and organizing design team attendance

Task 3: Entitlements & Environmental
Entitlements and Environmental efforts will commence immediately following Contract execution with the County to allow sufficient review time and align the review process with the above Task 1 and 2 design development milestones. The Consultant will coordinate with the County to re-establish, initiate, and lead coordination in the following processes:

- National Environmental Policy Act (NEPA) Environmental Assessment and coordination with the Department of Housing and Urban Development (HUD) on use of categorical exclusion to satisfy NEPA requirements
- Federal Emergency Management Agency (FEMA) Letter of Map Amendment (LOMA)
- Fault Strand Buffer Waiver

Transportation Impact Analysis will commence as part of Task 3, following the Value Engineering phase, when sufficient site and building development is known to establish project trip generation and anticipated transportation and right of way improvements required. A scoping memorandum will be provided to and consulted with Snohomish County staff prior to Traffic Analysis and a final Transportation Technical Report being submitted. The Technical Report will then be used in the Land Use/SEPA Permit submittal.

The Consultant will coordinate all aspects of the Entitlements process including County support in discussion with HUD, draft narratives or summary statements and package supporting data for the NEPA worksheets, coordination and planning with the County to facilitate data and information collection for NEPA submittal and Responsible Entity (RE) review, maintenance of NEPA Tracking Matrix, update of site plan and TIR used for NEPA submittal based on VE phase design updates, coordination to finalize FEMA LOMA submittal, support during NEPA and FEMA review process, coordination for review of fault strand location and activity between Geotechnical Engineer and PDS, and support in completing the Fault Buffer Waiver and submission to PDS.

FEMA Letter of Map Amendment submittal and review are coordinated to be supported for a maximum of (14) weeks from Contract execution to approval.

Fault Strand Buffer Waiver coordination and submittal are assumed to be supported for a maximum of (9) weeks from Contract execution to approval.

National Environmental Policy Act (NEPA) Environmental Assessment preparation, submittal and review are coordinated to be supported for a maximum of (34) weeks from Value Engineering Approval to HUD approval.

Transportation Impact Analysis will be supported for a maximum of (22) weeks from Value Engineering Approval to submittal of the final Transportation Analysis report.

Timelines for jurisdictional review are outside of the Consultant's control. Timelines in the schedule are estimated and will need to be confirmed with the Authority Having Jurisdiction (AHJ).

- Meetings
  - Consultant will convene (1) maximum meeting with Snohomish County staff to review the Traffic Analysis Scoping Memorandum.
  - Consultant will convene up to (3) maximum meetings with Snohomish County staff to review the Fault Strand Buffer Waiver.

  - Consultant will convene up to (1) maximum meeting with NEPA reviewers on the NEPA submittal.
  - Consultant will convene up to (1) maximum meeting with FEMA reviewers on the LOMA submittal.
  - Consultant will convene (4) coordination meetings with their sub-consultants during durations of Entitlement document preparation. Meetings will be held via electronic interface such as Microsoft Teams or Zoom.

- Pricing
  - No pricing is associated with or will be performed for this phase scope of work.

- Deliverables
  - Consultant shall prepare and provide meeting agendas and meeting minutes in digital format.
  - Consultant shall prepare and provide a final Natural Resources Existing Conditions Site Summary Memo
  - Consultant shall regularly update the NEPA Tracking Matrix
  - Consultant shall prepare and provide the final Contamination and Toxic Substances Review and Mitigation Report, National Marine Fisheries Service forms and compiled package, and Landscape and TIR plan for NEPA review
  - Consultant shall prepare and provide the final LOMA package for FEMA review
  - Consultant shall prepare and provide the final Cleanup Action Plan Technical Memo
  - Consultant shall prepare and provide a Traffic Scoping Memorandum and a final Transportation Technical Report

Task 4: Adaptive Reuse Feasibility
Upon County request, the Consultant will provide review of an existing property, identified by the County, for feasibility and suitability to house a temporary or permanent commercial kitchen. If pursued, it would be the County's goal for the kitchen equipment to be installed, commissioned and operational by December 31, 2026 in order to qualify for the intended USDA grant. The feasibility study will include architectural, structural, civil, MEP/FP, building envelope, and kitchen equipment analysis.

County will provide Consultant with as-builts including survey of the property, AutoCAD and/or Revit files, at time services are requested.

Unless otherwise approved by the County, Consultant shall complete the Adaptive Reuse Feasibility study within (4) weeks from notice to proceed, which does not include any duration for County internal review, which would occur following delivery of the report.

- Meetings
  - Consultant will convene (1) initial site visit to verify conditions and familiarize with the property conditions for use.
  - Consultant will convene (1) County meeting maximum. Our proposal assumes that all meetings are held in person at Graham Baba's offices or via electronic interface such as Microsoft Teams or Zoom.

- Pricing
  - No pricing will be performed for this phase scope of work.

- Deliverables
  - The consultant will prepare and provide a consolidated building feasibility report, to include written narratives, organized by discipline, on specific building analysis focused on determination of suitability of the facility to house a commercial kitchen.

Exclusions:

Schedule A
Scope of Services

The following items may also be required by the project, but are excluded from our basic services and may be included as additional services upon request in a Contract Amendment:

- Architectural Services for design and production of documents for construction. Includes the following phases: Construction Documents, Construction Administration
- Programming services
- CSI 3-part Specifications
- Elevator Design and Specifications
- Hardware consulting
- Loose furniture design and selection
- FF&E procurement and installation services
- Audio-visual, telecom and security design
- Design, coordination and permits for work within the public right-of-way
- Coordination, documentation, and permitting related to USDA Food Safety and Inspection Service (FSIS)
- Permitting fees
- Leasing documents/ Retail strategy
- Signage design and permitting
- Graphics and branding
- Record Drawings
- Project Closeout services
- BOMA Calculations
- Work beyond the schedule durations indicated in the Scope of Basic Services above.
- Changes to elements of the design after initial Owner approval, including changes made as part of a value engineering process.
- Reimbursable expenses (See below.)

Drawing Deliverables:
Technical drawings issued by Consultant will be produced in Autodesk's Revit or AutoCAD software in accordance with Consultant's documentation standards. If produced in Revit, the Revit model will be stored locally on Consultant's network. Cloud-based modeling approaches (such as Autodesk BIM 360) are possible, but may result in additional fee to cover specialized software subscriptions and additional administrative and computer support.

Other documents will be produced using a variety of software and physical media and delivered in Adobe Acrobat (.pdf) format. Hardcopies can be provided upon request but will be considered a reimbursable expense. (See below.)

Schedule B
Compensation

Compensation:
Architectural services will be performed on an hourly basis at Graham Baba's prevailing hourly rates:

Principal/Founder, Principal/Owner	$296-$353/hr
Chief Financial Officer	$270/hr
Principals, Architectural Staff V & Interior Design Staff V	$235-$285/hr
Associate Principals, Architectural Staff IV & Interior Design Staff IV	$201-$228/hr
Senior Project Coordinator	$201/hr
Architectural Staff III & Interior Design Staff III	$165-$183/hr
Architectural Staff II & Interior Design Staff II	$144-$160/hr
Architectural Staff I, Interior Design Staff I & Interns	$102-$144/hr
BIM Manager	$183/hr
Billing Coordinator	$142/hr

Note: Rates are subject to change on October 1, annually.

Rate changes will be provided to the County for review and approval, which will not unreasonably be withheld, prior to being put into effect. Rate increases will not affect the total contract amount.
For the Scope of Basic Services indicated in Schedule A the total overall invoiced amount will **not exceed $2,684,940.** The fee has been developed based on a total Construction Cost of $50,000,000 for the masterplan design. See below for sub-consultant fee break-down:

	Value Engineering	Design Development	Entitlements & Environmental	Adaptive Reuse Feasibility	**Total Fee by Consultant:**
Graham Baba	$278,297	$430,426	$40,716	$36,946	**$786,385**
Shannon & Wilson	$17,020	$217,970	$83,900	-	**$318,890**
BHC	$36,944	$79,472	$35,074	-	**$151,490**
Berger Partnership	$27,010	$124,080	$39,980	-	**$191,070**
KPFF Civil	$24,300	$121,900	$45,000	$13,900	**$205,100**
KPFF Structural	$20,400	$88,670	-	$8,075	**$117,145**
Arup MEP/F	$70,000	$164,000	-	$25,000	**$259,000**
Arup LEED Support	$3,000	$4,000	-	-	**$7,000**
Arup Lighting Design	-	$33,000	-	-	**$33,000**
Arup Acoustics	-	$40,500	-	-	**$40,500**
Arup Logistics	$135,000	$140,000	-	-	**$275,000**
Clevenger	$21,200	$67,500	-	$5,920	**$94,620**
ArchEcology	$6,380	$5,060	$1,500	-	**$12,940**
4EA Building Sciences	$2,000	$5,900	-	$8,500	**$16,400**
Heffron Transportation	-	-	$133,550	-	**$133,550**
Studio Pacifica	$6,585	$10,850	-	-	**$17,435**
RLB	$8,800	$17,600	-	-	**$26,400**
Total Fee by Phase:	**$656,639**	**$1,550,502**	**$379,604**	**$98,195**	**$2,684,940**

The individual consultant fees indicated in the break-down above do not constitute not-to-exceed amounts for each discipline but rather are provided for reference to assist in understanding the basis of the overall not-to-exceed amount for each phase. The total fee allocated by Task may be re-allocated between Tasks as needed, so long as the total project Not-to-Exceed (NTE) is not exceeded.

Fees for services outside of those indicated in the Scope of Basic Services would be in addition to fees for Basic Services and may be included as part of a Contract Amendment.

Refer to Attachment B, Schedule B for additional details on consultant and sub-consultant compensation.

Schedule C
Expenses

Expenses:
Reimbursable expenses are in addition to the above fee estimate and will be at our cost. Reimbursable expenses shall include all material expenses, including printing costs related to the production of materials for design review, travel costs, courier and other delivery charges.

For the Scope of Basic Services indicated in Schedule A the total overall invoiced expenses will **not exceed $147,125.** This is based upon the following sub-consultant break-down:

	Reimbursable Expenses Total by Consultant
Graham Baba Architects	$2,600
Shannon & Wilson	$103,135*
BHC	$2,000
Berger Partnership	$4,000
KPFF Civil	$1,000
KPFF Structural	$500
Arup	$10,500
Clevenger	$1,000
ArchEcology	$5,900
4EA Building Sciences	$30
Heffron Transportation	$15,960*
Studio Pacifica	$500
RLB	-
Total Fee by Phase:	**$147,125**

***Refer to Attachment B, Schedule C for additional details on consultant and sub-consultant expenses.**

Attachment A
Federal Contracting Requirements

Note: By submitting a Response and Proposal, the Contractor, and any subcontractor, agrees that it has reviewed these requirements, understands such requirements, and shall fully comply with such requirements.

These requirements are in addition other requirements and conditions of the Project. Contractor should notify the County if any of these requirements conflict with requirements included elsewhere.

PART 1: HUD – Community Planning Funds (CPF)

The US Housing and Urban Development, Community Planning Fund is one of the primary contributors to the Project. In accordance with the HUD – CPF Grant Guide Version 2 issued February 2023, the following federal provisions apply and are incorporated by reference.

REGISTRATION IN THE SYSTEM OF AWARDS MANAGEMENT (2 CFR 25)

The Contractor and any subcontractor at any tier must be requested in SAM.gov (https://sam.gov/content/home), including establishing a Unique Entity ID, before submitting a response to any procurement request subject to federal funds.

If awarded, the Contractor and any subcontractor at any tier must maintain an active SAM.gov registration with current information, including information on a highest-level of owner and subsidiaries, as well as on all predecessors that have been awarded a federal contract or grant within the last three-years. All information must stay current throughout the any contract award.

SUSPENSION AND/OR DEBARMENT STATUS (2 CFR 180 and 2424)

This contract is a covered by 2 CFR Part 180 and supplemented by HUD's implementing regulations of 2 CFR Part 2424. As such, the Contractor is required to verify, through attestation, that that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates or subsidiaries (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940), disqualified (defined at 2 CFR § 180.935), or otherwise ineligible for participation on projects with federal assistance. The Contractor and any subcontractor at any tier must comply with 2 CFR Part 180, subpart C as amended by 2 CFR Part 2424, and must include a requirement to comply with these regulations in any lower tier sub awards it enters.

This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 2424, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 2424, while their offer is valid and throughout the period of any contract that may be awarded. The Contractor further agrees to include a provision requiring such on-going compliance in any lower tier sub awards it enters.

CONFLICTS OF INTEREST (24 CFR 85.36 and 570.611)

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

Persons covered under this section include any person who is: (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving HUD funds under CPF GRANT; (b) Any member of his/her immediate family; (c) His or her partner; or (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with HUD funds.

To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described above who exercise or have exercised any functions or responsibilities with respect to CPF-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CPF-assisted activity, or with respect to the proceeds from the CPF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

BYRD ANTI-LOBBYING (24 CFR 87, 2 CFR 200)

Contractor who receives an award with federal money shall file the required certification (SF-LLL) with the County. Each subcontractor of each tier must also certify to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

NON-DISCRIMINATION (CIVIL RIGHTS ACT)

The Contractor, any subcontractor, successor, transferee, and assignee must comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of any agreement.

Section 109 Housing and Urban Development Act of 1974 (as applicable):

The Contractor shall comply with Section 109 Housing and Urban Development Act of 1974, provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

Fair Housing Amendments Act of 1988 (as applicable):

The Contractor shall comply with the Fair Housing Amendments Act of 1988, which amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

EQUAL EMPLOYMENT OPPORTUNITY

Under US Executive Order 11246, the Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

CONTRACTING WITH SMALL, DISADVANTAGED and OTHER DIVERSE FIRMS (2 CFR 200.321)

The Contractor agrees to take affirmative steps, as included in their Subcontracting and Inclusion Plan, to include minority, small and women-owned businesses in the Project. Examples of affirmative steps include, but are not limited to:

A. Placing qualified small, minority and women-owned business enterprises on solicitation lists;

B. Confirming small, minority, and women-owned business enterprises are on the solicitation lists when they are a potential source;

C. Dividing work, when economically feasible, into smaller tasks, quantities, or packages to allow for maximum participation by small, minority, and women-owned business enterprises;

D. Establish bidding and performance schedules, when feasible, that encourage participation by small, minority, and women-owned business enterprises;

E. Using service centers such as the Small Business Administration to support communication, identification, and bidding assistance to small, minority, and women-owned business enterprises; and,

F. Require affirmative steps be used in all subcontracts at any tier

CONTRACT WORK HOURS AND SAFETY

Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 CFR § 5.2.

DRUG-FREE WORKPLACE (2 CFR 182 and 2 CFR 2429)

In carrying out this agreement, the Contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

TRAFFICKING IN PERSONS

The Contractor, your employees, or subcontractors at any tier may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

B. Procure a commercial sex act during the period of time that the award is in effect; or,

C. Use forced labor in the performance of the award or subawards under the award.

The County as the awarding agency may unilaterally terminate a contract, without penalty, if Contractor or a subcontractor:

A. Is determined to have violated a prohibition under this clause; or

B. Has an employee who is determined by the County to have violated a prohibition under this clause through conduct that is either:

1. Associated with performance under this award; or

2. Imputed to Contractor or the subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)"

The Contractor must provide Notice immediately, of any information you receive from any source alleging a violation of this requirements.

Rights to terminate unilaterally described in this section are section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to the County or any federal funding agency.

The Contractor must include the requirements of this section as an award term in any subcontract award.

Definitions.

For purposes of this Requirement:

A. "Employee" means either:

1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

2. Another person engaged in the performance of the project or program under this award and not compensated by Contractor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

C. "Private entity" ,Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

This definition includes:

1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

2. A for-profit organization.

D. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION OF CERTAIN TELECOMMUNICATION EQUIPMENT

Definitions.

As used in this clause, the terms "backhaul"; "covered foreign country"; "covered telecommunications equipment or services"; "interconnection arrangements"; "roaming"; "substantial or essential component"; and "telecommunications equipment or services" have the meaning as defined in FAR 52.204-25.

Prohibitions.

A. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

B. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from HUD to:
   1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
   2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
   3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
   4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Exceptions.

A. This clause does not prohibit contractors from providing:
   1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
   2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

B. By necessary implication and regulation, the prohibitions also do not apply to:
   1. Covered telecommunications equipment or services that:
      a. Are not used as a substantial or essential component of any system; and
      b. Are not used as critical technology of any system.
   2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

Reporting requirements.

A. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information to the County, unless elsewhere in this contract are established procedures for reporting the information.

B. The Contractor shall report the following information:
   1. Within one business day from the date of such identification or notification:
      a. The contract number;
      b. The order number(s), if applicable;
      c. Supplier name;
      d. Supplier unique entity identifier (if known);
      e. Supplier Commercial and Government Entity (CAGE) code (if known);
      f. Brand;
      g. Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
      h. Item description; and,
      i. Any readily available information about mitigation actions undertaken or recommended.
   2. Within 10 business days of submitting the information:
      a. Any further available information about mitigation actions undertaken or recommended.

      In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

PROCUREMENT OF RECOVERED MATERIALS

The Contractor, and any subcontractor at any tier, must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conversation and Recovery Act, and procure only items designated in the guidelines of the Environmental Protection Agency (40 CFR 247). Items are identified by the EPA to contain the highest percentage of recovered materials practicable; consistent with maintaining satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovers; and establishes an affirmative procurement program of recovered materials.

RIGHTS TO INVENTIONS MADE (37 CFR 401)

Under the Bayh-Dole Act, nonprofit and small business contractors have the option to retain rights, in additional to any applicable patent rights, to their inventions produced under federally assisted projects to facilitate the commercialization of the invention. Should any work of this contract fall under the requirements of 37 CFR 401, the Contractor agrees to notify the County who will notify HUD for further consideration.

The term invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

CLEAN AIR

The awarded Contractor must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to HUD and the appropriate Environmental Protection Agency Regional Office.

The Contractor must agree to include these requirements in each subcontract exceeding $150,000.

POLLUTION CONTROL

The Contractor must agree to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, HUD, and the appropriate Environmental Protection Agency Regional Office.

The Contractor must agree to include these requirements in each subcontract exceeding $150,000.

REMEDIES FOR NON-COMPLIANCE

If HUD determines that non-compliance by the Contractor cannot be remedied through Contract provisions (see General Conditions), HUD may take one or more of the following actions against the County and/or the Contractor, as appropriate for the circumstances:

A. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

C. Wholly or partly suspend or terminate the Federal award.

D. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.

E. Withhold further federal awards for the project or program.

F. Initiate other remedies that may be legally available.

LEAD-BASED PAINT REQUIREMENTS

If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, project must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

TERMINATION

HUD may terminate any award in whole or in part as follows:

A. If the County, or the Contractor, fails to comply with the terms and conditions of award.

B. If the award no longer effectuates the program goals or HUD priorities.

C. If HUD and the County agree for any reason it is necessary to terminate and agree on the termination conditions, such as the effective date, or a partial termination as agreed.

D. If the County seeks termination, or partial termination, and provides written notification and the reasons for such termination, and the effective dates.

E. If any of the termination provisions are met in accordance with the terms of the federal award.

If a federal award is terminated, in whole or in part, all parties remain responsible for compliance with the requirements of 2 CFR 200.344 and 345.

PART 2: GENERAL FEDERAL CONTRACTING PROVISIONS

Because this project has multiple funding sources and continues to fund raise across multiple types of federal and local grants the following provisions are also included by reference. These provisions do not currently apply to the project and are included because future funding may require these provisions.

COPELAND ANTI-KICKBACK

Contractor.

The Contractor and any subcontractor at any tier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as follows:

> Whoever, by force, intimidation, or threat of dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

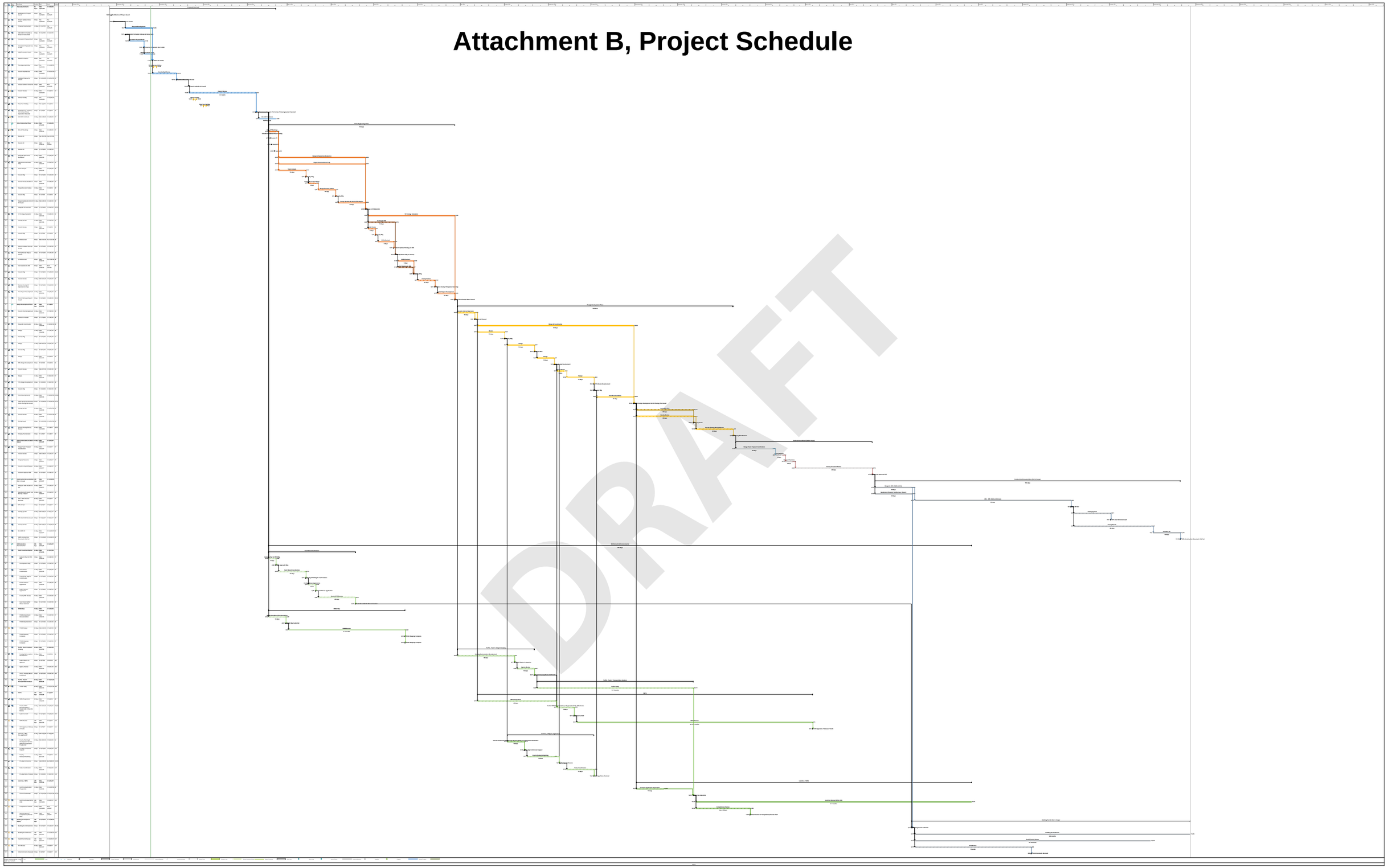
Subcontracts.

The Contractor and any subcontractor at any tier shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses.

DAVIS BACON

All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 31413144, and 3146-3148) and the requirements of 29 CFR pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 CFR pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once a week. **See General Conditions.**

Attachment B, Project Schedule



DRAFT

Attachment B, Schedule A

Scope of Services

SHANNON & WILSON

December 10, 2025

Ms. Caroline Brown, AIA, LEED Green Associate
Graham Baba Architects
1507 Belmont Avenue, Suite 200
Seattle, WA 98122
caroline@grahambaba.com

RE: SNOHOMISH COUNTY FOOD AND FARMING CENTER, PROPOSAL FOR GEOTECHNICAL, ENVIRONMENTAL, AND NEPA/SEPA SUPPORT SERVICES

Ms. Brown:

This letter presents our proposal to support the Graham Baba Architects (GBA) team's development and permitting of the Snohomish County Food and Farming Center Project (Project) for the Snohomish County Parks & Recreation Division (PRD). This scope continues the work begun during the previous progressive design-build effort led by others that ended with completion of the Validation Phase. The following sections present our scope of services and fee estimate.

SCOPE OF SERVICES

Phase I: Value Engineering Phase

Task I.1: Value Engineering Discussions

This task includes meetings and discussions to develop engineering concepts for design. Engineering concepts discussed would include foundation types, other aspects of the project, and vapor intrusion mitigation system details.

Deliverables

- None anticipated.

Assumptions

- Value engineering discussions would occur via e-mail or in meetings.
- No engineering analyses would be performed.
- Up to 4 meetings would be held.

Phase II: Design Development Phase

Task II.1: Meetings and Administration

This task includes the labor and expenses associated with scheduling, coordination, and quality control services. Administrative duties for Phases I, II, and III are captured here. Services for this task include the following:

- Project management, including coordination of work and schedule with the design team and Snohomish County.
- Monthly invoices.
- Maintenance and quality control of project files.
- Up to four Shannon & Wilson staff in different disciplines will virtually attend up to 5 1-hour team coordination meetings.
- Up to four Shannon & Wilson staff in different disciplines will virtually attend up to three 2-hour team meetings with the County, subject to invitation.

Task II.2: Community Engagement

Shannon & Wilson will provide technical support as needed to the Project Team at County-facilitated community engagement events.

Deliverables

- Virtual or in-person attendance at community engagement events such as meetings, open houses, or presentations.

Assumptions

- Up to four Shannon & Wilson staff will participate in, although not facilitate, community engagement up to the budget allocation.
- Shannon & Wilson will not be required to prepare meeting materials.

Task II.3: PDS Pre-Application Conference

This task is to support preparing for and attending the pre-application conference. Services for this task include:

- Support the development of the project narrative specific to Shannon & Wilson disciplines, and contribute to the list of questions for County staff.

- Up to four Shannon & Wilson staff in different disciplines will virtually attend one, one-hour pre-application conference with County staff and other Project Team members.
- Provide comments via email on summary conference notes.

Deliverables

- Environmental documentation for pre-application submittal.
- Questions for the County staff.

Assumptions

- Shannon & Wilson will not be the primary author of the pre-application submittal package.
- The pre-application meeting will be held virtually and run for approximately one hour.

Task II.4: SEPA Checklist

Shannon & Wilson will lead preparation of the SEPA Checklist for submittal with the underlying Land Use Permit application submitted to the County.

Deliverables

- Draft SEPA Checklist and Final SEPA Checklist

Assumptions

- Completion of the SEPA Checklist will require input from the Project Team.
- Supporting studies will be limited to those included in this scope or prepared by others on the Project Team; additional studies will not be required.
- Shannon & Wilson will not be the primary author of the underlying Land Use Permit.
- It is assumed that the required threshold determination (Determination of Non-significance [DNS] or Mitigated DNS) will be authored by County staff and that County staff will oversee posting and distribution.
- The project will not require development of an Environmental Impact Statement (EIS). If a Determination of Significance is issued by the County, Shannon & Wilson can prepare an EIS with adjustments in scope and budget.
- The County will lead assembly and distribution of responses to comments.

Task II.5: Geotechnical Engineering Design

This task includes geotechnical services for evaluating geologic hazards and providing foundation recommendations. The task is divided into several subtasks, detailed below.

Sub-Task II.5.1: Subsurface Explorations

We will investigate and characterize subsurface soil conditions that could impact the design, construction, or performance of the project. Shannon & Wilson will plan, coordinate, and execute geotechnical soil borings to fill data gaps from previous subsurface exploration programs and the geophysical testing/explorations completed previously.

To support this task, we would:

- Develop a work plan for the Washington State Department of Ecology.
- Mark the boring locations and submit a public utility one-call ticket.
- Retain a geotechnical drilling subcontractor to drill the borings.
- Perform shear wave velocity testing in selected boreholes.
- Install groundwater and/or gas vapor monitors in selected boreholes.
- Perform geotechnical laboratory testing.
- Perform hazardous materials testing (if indicated by samples).
- Dispose of any hazardous materials in accordance with Ecology regulations.
- Repair landfill liner damage that may occur during the drilling operations.

We would include the results of the explorations in our geotechnical report, discussed subsequently.

Sub-Task II.5.2: Geotechnical Engineering Analysis and Reporting

We will provide geotechnical design and construction recommendations to support the project. At this time, the foundation alternative to support the new structures may consist of pile foundations, shallow foundations with a pre-load, or a combination of the two. Design recommendations for the Project will include the following:

- Seismic Design
  - Develop seismic design parameters following ASCE 7-22 guidelines.
  - Evaluate the liquefaction potential of the site soils.

  - Evaluate the risk of lateral spreading towards North Creek to the west of the Project site.
- Deep Foundation Design
  - Axial resistance plots with depth for up to two pile sizes.
  - LPILE parameters for lateral analysis of the pile foundations.
- Shallow Foundation Design
  - Bearing capacity recommendations for footings.
  - Slab-on-grade recommendations.
  - Recommendations for a pre-load program.
- Lateral earth pressures of native soils to support excavations related to trenching, utility vaults, or other construction activities.
- Recommendations regarding reuse of excavated soils.

Deliverables

- 30% Geotechnical Engineering Report

Assumptions

- We would drill up to six soil borings.
- Site access for our drilling program would be facilitated by others.
- Any permits required to perform our drilling program (e.g., wetland buffer, landfill proximity) would be obtained by others.
- No exceptional health and safety measures, such as HazMat suits or ventilators, would be needed when drilling near or over the landfill.
- Shannon & Wilson site representatives and the drilling contractor's field staff will be HAZWOPER certified.
- The landfill liner will be patched at the end of drilling activities. The patch will consist of a welded piece of HDPE liner with a boot.
- Site restoration following the subsurface explorations would be limited to cold-patch asphalt in paved locations. The Driller will spread seed over areas where the Driller has disturbed the existing grass. Revegetation due to ground-disturbing work will be completed by the County as needed.
- Cultural resource and archaeological field monitoring and reporting are not required.
- Surveying of the geotechnical boring locations will be performed by others.

- A Draft geotechnical report would be submitted for review and comment by the County and the design team.
- Tasks for advancing design past 30% would be done under a separate agreement.

Task II.6: Engineering Design Report for the Vapor Intrusion Mitigation System

Per Snohomish County Board of Health Ordinance No. BOH23-01 Section 2.15.360 E., (*Explosive Gas Monitoring and Control at and Near Landfills),* any development within 1,000 feet of a closed landfill will require:

- Documentation that demonstrates that levels of explosive gas are below the lower explosive limits (LEL) under all conditions. A description of the investigation methodology, analytical data, and conclusions shall be presented in a report submitted by a licensed professional engineer or professional geologist to the Health Officer and the local building department for review and approval.
- Documentation that demonstrates that all enclosed structures are protected from potential explosive gas migration. The method for ensuring a structure's protection from explosive gas shall be addressed in a report submitted by a licensed professional engineer to the Health Officer and the local building department for review and approval. Such a report shall contain a description of the mitigation measures to prevent the accumulation of explosive concentrations of gas within or under enclosed portions of a building or structure. At the time of the final inspection, the engineer shall furnish a signed statement attesting that the building or structure has been constructed in accordance with her/his recommendations for addressing the explosive gas migration.

Shannon & Wilson will prepare an Engineering Design Report describing design requirements for a vapor intrusion mitigation system that is intended to satisfy the requirements of the Snohomish County Code cited above. The engineering design report will include sufficient information for the development of construction plans and specifications of the vapor intrusion mitigation system. Preparation of construction plans and specifications are assumed to occur during a later phase of work; therefore, they are not included in this proposed scope of work.

After the Snohomish County officials (health department and building department) have reviewed the Engineering Design Report, we will attend up to one meeting with the Snohomish County officials to discuss any comments.

After the Ecology Site Manager has reviewed the Engineering Design Report, we will attend up to one meeting with the Ecology Site Manager to discuss any comments.

Deliverables

- Draft and Final Engineering Design Report for the Vapor Intrusion Mitigation System.

Assumptions

- The vapor intrusion mitigation system will consist of a passive depressurization system with a sub-slab membrane.
- The Engineering Design Report will be finalized after one round of comments provided by the County.
- The Engineering Design Report will be provided to the Snohomish County Health Department and local building department to gain acceptance of the design.
- The Engineer Design Report will be provided to the Ecology Site Manager for the Emander Landfill to gain acceptance that the proposed design will not interfere with the integrity of the landfill.
- Meetings will be conducted virtually and last up to one hour each.

Task II.7: Landfill Gas Monitoring

Measurements of the concentrations of landfill gas near the anticipated site of the new Food and Farming Center (northwest portion of the landfill) are needed to support the design of the vapor intrusion mitigation system. The County currently measures the concentration of methane at five gas probes and the flare quarterly. The gas probes are located beyond the limits of the cover system.

The anticipated footprint of the new Food and Farming Center may be underlain by waste. Landfill gas measurements from within the waste are needed to support the design of the vapor intrusion mitigation system. Existing Gas Management Probes (GMPs) are installed under the cover system within the waste in the northwest portion of the landfill. According to as-builts (1995), 11 GMPs within the northwest portion of the landfill and individual sampling ports are available to measure the concentration of landfill gas within the GMPs.

Shannon & Wilson will conduct a site visit to verify the location of the GMPs and the operability of the sampling ports. Shannon & Wilson will measure the concentrations of methane in the 11 GMPs using a portable meter. Shannon & Wilson will undertake this monitoring activity during (up to) three quarterly events. During each monitoring event, Shannon & Wilson will collect up to one sample of the landfill gas for laboratory analysis of volatile organic compounds and air-phase hydrocarbons. If required by Snohomish County

or the Ecology Site Manager, Shannon & Wilson will prepare a two-page memo describing the sampling procedure and health and safety precautions for approval prior to conducting monitoring.

Results of the landfill gas monitoring will be provided in the Engineering Design Report prepared under Task II.4 of this proposal.

Deliverables

- Draft and Final memo describing landfill gas monitoring procedures and health and safety precautions.

Assumptions

- Monitoring of landfill gas will be undertaken at up to 13 monitoring points (11 GMPs and 2 gas probes located beyond the landfill cover).

Phase III: Entitlements & Environmental Phase

Task III.1: Meetings

This task will include additional meetings specific to entitlements/environmental work, separate from the regular meetings identified in Task II.1. Appropriate Shannon & Wilson staff will be included up to the budget indicated in Schedule B.

Deliverables

- Meeting agendas and summaries, if needed.

Assumptions

- All meetings will be virtual.

Task III.2: Early NEPA Coordination

- Based on the recent federal administration's priority to maximize use of categorical exclusions, Shannon & Wilson will support the County in a discussion with the U.S. Department of Housing and Urban Development (HUD) on the potential to utilize a categorical exclusion to satisfy National Environmental Policy Act (NEPA) environmental review requirements. [Note: for purposes of this scope, it is assumed that an Environmental Assessment will be required]

- Reconnect with the National Marine Fisheries Service (NMFS) to confirm agency staff contacts and verify that the strategy informally agreed to during the Validation Phase is still valid.
- Participate in meetings with PRD and the project team to support a smooth NEPA re-launch in Phase III.

Deliverables

- Meeting notes for NMFS and HUD meetings.

Assumptions

- All meetings would be virtual.

Task III.3: Critical Areas Memo Update

This task would include updating our March 27, 2025, *Natural Resources Existing Conditions Site Summary* memo. Since completion of the memo, the County has updated its critical areas regulations. Although the Critical Area Site Plans (CASPs) largely determine the on-site buffers, it may still be helpful to acknowledge the latest code. Further, the existing memo references demolition of the Washington State University building and construction of a playground in that area; it may reduce possible confusion during agency reviews if discussion in the report is limited to the revised project description.

Deliverables

- Revised Draft and Final Natural Resources Existing Conditions Site Summary memo.

Assumptions

- No additional site visits or field work are necessary.

Task III.4: Fault Strand Buffer Waiver

We would meet with Snohomish County permitting staff to request a waiver of the 50-foot fault strand buffer requirement.

Deliverables

- None anticipated.

Assumptions

- We would attend up to three virtual meetings with Snohomish County staff.

Task III.5: FEMA Amendment

If the Federal Emergency Management Agency has any comments or questions during its review of the Letter of Map Amendment submittal, a Shannon & Wilson hydraulic engineer will be available up to 8 hours to answer questions or participate in a virtual meeting or phone call.

Deliverables

- No formal deliverables.

Assumptions

- Hydraulic modeling update is not included in this scope.

Task III.6: Continued NEPA Documentation

This task is to continue development of supporting studies and environmental documents that began in the Validation Phase to support NEPA. The task is divided into several subtasks, detailed below.

- Continue management of the NEPA Tracking Matrix on GBA's SharePoint site that will be kept updated by Shannon & Wilson.
- Finalize the Draft Contamination and Toxic Substances Review and Mitigation Report (Draft May 1, 2025) to support the NEPA Environmental Assessment (EA).
- Continue developing/refining Draft and Final NEPA EA worksheets, consistent with the NEPA Tracking Matrix. Coordinate with other team members as they complete assigned worksheets or sections of worksheets; the Tracking Matrix notes responsibilities of team members for different sections/elements of the EA.
- Amend the NMFS Action Notification Form, in collaboration with Graham Baba and KPFF, and coordinate updates to the supporting deliverables (drainage report, landscape plan) with KPFF and Berger.
- Prepare a No Effect letter addressing the U.S. Fish and Wildlife Service species.

Deliverables

- Regularly updated NEPA Tracking Matrix maintained on GBA's SharePoint site for team review and editing.
- Updated NEPA worksheets, maintained on GBA's SharePoint site for team review and completion consistent with the NEPA Tracking Matrix.
- Final *Contamination and Toxic Substances Review and Mitigation Report*.
- Updated NMFS form and compiled package.

Assumptions

- No permits, applications, or environmental review documentation other than necessary to advance the NEPA submittal are included.
- Supporting drawings/plans for NEPA-related environmental documents will be prepared by others on the team.
- As noted in the NEPA Tracking Matrix, other PRD and Project team members will contribute to the NEPA document in their areas of expertise (e.g., KPFF will provide stormwater-related reports and support, the County will conduct Section 106 cultural resources/historic properties coordination, etc.).

FEE ESTIMATE

See Schedules B and C for our fee estimate.

CLOSURE

We look forward to working with you on this project. Please include this proposal as an attachment to the project contract.

Sincerely,

SHANNON & WILSON

Jeremy Butkovich, PE
Vice President

950 Pacific Avenue, Suite 905
Tacoma, Washington 98402

p. 253.344.5084
f. 253.244.7165

December 11, 2025

Caroline Brown
Associate Principal
Graham Baba Architects
1507 Belmont Avenue Suite 200, Seattle, WA, 98122

Re: Landfill Engineering and Compliance Services for the Snohomish County Food and Farming Center

Dear Ms. Brown:

BHC Consultants, LLC (BHC) is pleased to support Graham Baba Architects in providing Landfill Engineering and Compliance Services for the Snohomish County Food and Farm Center. The following proposal outlines the scope of services that BHC will provide during this initial Design Development phase of the project. Construction Documents and Construction phase services are not included in this proposal and will be contemplated nearing the completion of the Design Development phase.

Schedule A: Scope of Services

Task 1 – Value Engineering Phase

Building Footprint Constraints and VE Assessment

- Review conceptual building footprints and identify landfill infrastructure-related constraints, providing offsets or clearances for existing systems:
  - Landfill waste and cover system extents
  - Landfill gas infrastructure
  - Monitoring wells
  - Wet and Dry Utilities
- Review Shannon & Wilson foundation recommendations (deep foundations) and support the preparation of a foundation strategy based on the intended use of the area (e.g., identify areas where shallow foundations or ground improvements may be acceptable in lieu of deep foundations).
- Evaluate building concepts for:
  - Landfill cover (HDPE geomembrane) disturbance
  - Settlement impacts on HDPE cover system integrity
  - LFG migration risk
  - Cover system needs under the former pool footprint

Early Coordination with Ecology and Snohomish County Health Department

- Arrange Early Coordination meeting (in person for up to two (2) BHC team members) with Ecology and Snohomish Health to verify closure-plan implications early. Up to two (2) coordination meetings are included in this scope of work.
- Establish whether a revised Closure Plan or Engineering Report is required. Note that neither is included in this scope of work, if required by Ecology.
- Agenda and meeting minutes for each meeting will be prepared by BHC.

Deliverables:

1. Building Footprint Constraints and VE Assessment (up to ten (10) pages)
2. Meeting agenda and minutes for Ecology and Snohomish County Health Department meetings

Assumptions:

- Existing project information and as-built information provided by the County to the Prime will be made available to BHC via a shared drive within 1 week of issuance of NTP.
- Field investigations or sample collection are not included in this scope of services.
- Two (2) building massing concepts and one (1) consolidated footprint refinement is included for evaluation.
- Anticipated settlement estimates will be provided by Shannon and Wilson. No estimation of settlement will be prepared by BHC.
- Meetings will be virtual unless otherwise noted.

Task 2 – Design Development Phase

Landfill Design Development Considerations Technical Memo (TM)

- BHC will prepare a TM that describes the following landfill design development considerations:
  - Existing Conditions Summary
  - Cover System Options for Development
  - Landfill Gas Infrastructure Requirements
  - Leachate Infrastructure Requirements
  - Drainage, Grading and Stormwater Constraints
  - Utility Routing, Details and Trenching Limits
  - Landscaping Considerations

Waste Excavation and Handling Plan

- BHC will develop a Waste Excavation and Handling Plan for refuse disturbance, to be included in the project's technical specifications.

- Detail the plan for waste characterization, handling, transport, health and safety, stockpiling, and relocation under new cover during construction, to be included in the project's technical specifications.

Landfill Engineering

- Prepare detailed drawings for:
  - New cover system design elements
  - Cover system tie-ins to the existing cover
  - Leachate management system integration
  - Landfill gas system integration with building vapor barrier
- Provide design input to other disciplines regarding:
  - Cover system integration with stormwater and landscaping plans and details
  - Site structural systems (e.g., vaults or retaining walls)
  - Site lighting, sewer, water, other utilities, and electrical utilities

Landfill Gas Mitigation Design Support

- Review Shannon and Wilson's Methane monitoring plan for the building.
- Advise on methane barriers and sub-slab venting options.
- Confirm appropriateness of gas booting of utility penetrations through liner.
- Identify critical points for trench dams and structures to be sealed.

Support for 50%, 75%, 100% Design Development Deliverables

- Prepare design drawings at each milestone in support of the overall site civil design package as described below.
- Attend up to six (6) design review meetings.
- Attend up to three (3) County meetings.
- Respond to County comments on landfill-related design elements.
- Land-use and Building Permit Pre-application support.

Deliverables:

1. Landfill Development Design Considerations (LDDC) Technical Memo (up to ten (10) pages)
2. 50%, 75%, and 100% Design Development drawings:
   - Landfill Cover Details 1
   - Landfill Cover Details 2
   - Civil Details 1
   - Civil Details 2

3. Waste Excavation and Handling Plan (up to 10 pages)

Assumptions:

- BHC is not the civil engineer of record for site work on the project, and grading, drainage and utility plans will be prepared by others. Only details explicitly described here will be provided and will be referenced in the overall project's civil plans, profiles and details by others.
- Specification work for the Design Development Phase will be limited to input on a Table of Contents.

Task 3 – Entitlements and Environmental

NEPA/SEPA Technical Support

- Prepare up to three (3) sections for environmental documents, as requested by Shannon & Wilson. These sections are anticipated to describe refuse handling, landfill cover system, and leachate management.

Cleanup Action Plan Technical Memo

- BHC will prepare a Cleanup Action Plan Technical Memo that summarizes the applicable cleanup requirements and define how these are applied to the redevelopment of the Emander Landfill. Cleanup actions such as cover restoration, landfill gas controls, soil management during construction, and regulatory triggers that could be activated by implementing the planned development will be described.
- Construction phase environmental controls (e.g., erosion control, the waste excavation and handling plan and the Contractor's responsibilities during construction) will be described for regulatory review.
- Regulatory coordination requirements with Ecology and Snohomish County Health will be identified, coordinated and agreed upon in this memo to provide certainty in the path forward on the project.

Deliverables:

1. Draft sections for NEPA/SEPA permit packages
2. Cleanup Action Plan Technical Memo (Draft and Final)

Assumptions:

- Additional geotechnical exploration may be required by Ecology to prepare an updated site characterization study. These services are not included in BHC's current scope and are anticipated to be provided by Shannon and Wilson.
- The Cleanup Action Plan Technical Memo (TM) will be limited to 10 pages plus figures. The TM will describe how construction of the project intends to prevent exposure to the four (4) pathways prescribed by the WAC (landfill gas, soil, groundwater, surface water).

Task 4 – Adaptive Reuse Feasibility

- No scope for BHC anticipated under this task.

11.20.2025 (revised 12.10.2025)

Caroline Brown
Graham Baba Architects
1507 Belmont Avenue, Suite 200
Seattle WA, 98122

Proposal for Landscape Architectural Services – Snohomish – Food and Farming Center at McCollum Park

Caroline,

This letter outlines our proposed landscape architectural services, with each phase of service described and a corresponding fee estimate assigned.

Project Scope

It is our understanding that the project scope consists of the design of a new Food and Farming Center at McCollum Park in Everett, WA. Anticipated construction budget for the entire project is $50,0000,000.00 as the current basis of design.

General site work will include selective site demolition; site grading and drainage; hardscape design including paving and walls; planting design and soil preparation; irrigation design; site lighting, site furnishings and landscape structures.

Project area within the project is approximately 5 acres with 1.5-2.0 acres dedicated to site improvements.

Schedule A: Scope of Services

Value Engineering Phase (February- June 2026)

Anticipated Tasks and Deliverables are as follows:

1. Project administration.
2. (2) kick/off training meetings.
3. (2) owner/programming meetings
4. (4) meetings with the design team.
5. Design revision studies
6. VE support

<u>Deliverables:</u>

Site plan
Landscape narrative

Design Development (June 2026 – January 2027)

Anticipated Tasks and Deliverables are as follows:

1. Project administration.
2. (3) owner meetings.
3. (7) meetings with the project team.
4. Design Development drawings, including a phasing plan.

Deliverables:

- 50%, 75%, and 100% Design Development Submittals+

Entitlements and Environmental (February 2026 – November 2027)

Anticipated Tasks and Deliverables are as follows:

1. Project administration.
2. (2) meetings with the project team.
3. Land use permit submittal support.
4. SEPA/NEPA support.
5. Building permit pre-app attendance.
6. Respond to permit comments

Deliverables:

Landscape plan for permit submittal (NEPA/Land Use only)

Exclusions from Scope of Services

It is our assumption that the following are not included in our scope of services:

1. Permit administration or submittal other than as outlined in this proposal.
2. Geotechnical investigation and design.
3. Structural design for landscape structures.

Assumptions

1. This proposal will be included as an attachment to an AIA standard agreement.
2. Stormwater code compliance will be calculated and confirmed by the civil engineer.
3. Schedule extensions or additional phases beyond those proposed may be considered an additional service.
4. Additional meetings beyond those proposed and not requested by Berger Partnership may be considered an additional service.
5. Drawings will be prepared using CAD, Civil 3D, and Revit.
6. We are assuming to use the previous survey and design drawings as the basis of our design.
7. The project will be pursuing Salmon Safe Certification.
8. Irrigated areas will be diagrammatically identified in DD. Detailed Irrigation drawings ad specifications are anticipated in the CD phase.
9. We are not participating in the Adaptive Reuse Feasibility Study.
10. Budget for site is unknown.

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December 10, 2025

Caroline Brown
Graham Baba Architects
1507 Belmont Avenue, Suite 200
Seattle, WA 98122

Subject: Snohomish County Food & Farming Center
Proposal for Civil Engineering Services

Dear Caroline:

We are pleased to submit this proposal to provide Civil Engineering Services for the Snohomish County Food & Farming Center (SCFFC) project. The project is located at the west edge of McCollum Park in Everett, Washington. The project site is bounded by McCollum Park to the east and south, North Creek to the west, and 128th Street Southeast to the north.

The project proposes to demolish the existing pool and associated building to construct a new food processing center. The proposed site plan includes a loading dock to the south of the building and an expansion of the existing parking lot on the site. The project may also re-align the existing park access road to accommodate the new site plan.

We understand that Snohomish County (the County) would like the design team to prepare Design Development (DD) plans for the entire site program, including an initial Land Use permit application. The County and team will then evaluate what project work can be completed under Phase 1. This proposal addresses our scope through the end of the DD phase.

The work has been split into four (4) phases, per notes and schedule provided by Graham Baba Architects on November 13, 2025. These phases include:

- Value Engineering
- Design Development
- Entitlements and Environmental
- Adaptive Reuse Feasibility

SCHEDULE A: SCOPE OF SERVICES

SCHEDULE

We have anticipated the following start dates and durations for our efforts in each project phase:

Phase	Start	Duration
Value Engineering	Feb '26	4 months
Design Development	Jul '26	5 months
Entitlements & Environmental	Feb '26	7 months

We anticipate that the Adaptive Reuse Feasibility Phase, if required, could occur at any time in the project schedule and will last one month.

We understand that the owner intends to proceed with Construction Documents following the end of the Design Development phase. We will prepare a proposal for Construction Documents following Design Development when the Phase 1 scope and schedule is better defined.

VALUE ENGINEERING (VE)

- Attend phase kick-off and pull planning meeting, and weekly coordination meetings with the design team. We have assumed twelve (12) total meetings.
- Attend up to four (4) meetings with the County.
- Attend one (1) site visit to inform civil design.
- Provide input on initial VE items related to civil design.
- Prepare a one-page civil narrative and a markup of existing civil design documents to summarize the VE impacts on the civil site plan.
    - We have assumed two (2) iterations of these documents.
- Review and provide comments on survey and geotechnical reports. We have assumed one (1) round of review.

DESIGN DEVELOPMENT (DD)

Design Progression

- Attend phase kick-off and pull planning meeting, and bi-weekly coordination meetings with the design team during the Design and Coordination phase of DD. We have assumed seven (7) total meetings.
- Attend up to three (3) meetings with the County.
- Attend one (1) site visit to validate the civil design.
- Prepare the following civil plans to a DD level:
    - Cover & Notes
    - Demolition and Temporary Erosion and Sediment Control Plan and Details
    - Grading Plan
    - Drainage Plan and Details

    - Foundation Drainage Plan and Details
    - Utility Plan and Details
    - Paving and Horizontal Control Plan and Details
- Collaborate with the project landscape architect to design site grading, paving, and horizontal control. We have assumed three (3) additional meetings.
    - We will document all project grading, with input from landscape architect for pedestrian and landscaped areas.
    - We will document paving and horizontal control for vehicular areas only. Landscape architect will document paving and horizontal control for pedestrian and landscaped areas.
- We anticipate providing plans for 50%, 75%, and 100% DD milestones. We do not anticipate additional progress prints.
- Provide responses to owner comments on our 50% DD progress print. We assume that the 75% progress print will be for design team coordination only.
- Review cost estimate for civil related items. We anticipate one (1) round of review.
- Provide stormwater input for preliminary LEED and Salmon Safe design and documentation. We have allocated up to twelve (12) hours for LEED and Salmon Safe support efforts.
- Coordinate with utility providers to inform utility design requirements and availability of services. We have assumed three (3) meetings.

Land Use Permit

- Provide input on site plan and site description for pre-application. We anticipate that pre-application materials will be prepared and managed by others.
- Attend the pre-application meeting with the County and provide input on civil-related items.
- Provide input on civil-related items for the Master Land Use Permit Application and State Environmental Protection Agency (SEPA) checklist.
- We anticipate that the 100% DD drawings will be used for the initial Land Use submittal.
- Prepare the Drainage Review Submittal Checklist and Form.
- Prepare a preliminary Technical Information Report (TIR) and Stormwater Pollution Prevention Plan (SWPPP) in accordance with the 2021 Snohomish County Drainage Manual and Snohomish County Code.
    - We anticipate that the existing surface coverage will be classified as impervious due to the presence of the impermeable landfill liner.
    - We anticipate that flow control and wetland hydroperiod requirements will not be triggered. However, detention vaults may be necessary to slow the stormwater release rate into North Creek.
    - We have assumed one (1) print of the TIR, SWPPP, and associated exhibits.
- We anticipate that the architect will compile, manage, and submit permit documents.
- We anticipate that permit resubmittals and comment responses will be scoped under a later phase. We have included only the initial permit submittal in our efforts.

ENTITLEMENTS AND ENVIRONMENTAL

Letter of Map Amendment (LOMA)

- Coordinate with owner, architect, surveyor, and environmental consultant to finalize the LOMA submittal package. We have assumed up to two (2) meetings.
- Compile and submit LOMA package.
- Respond to comments from the Federal Emergency Management Agency (FEMA) on the LOMA submittal and resubmit the package.
    - Coordinate with other consultants as needed to address agency comments. We have assumed up to two (2) design team meetings.
    - Attend one (1) meeting with FEMA reviewers to address comments.
    - We have assumed one (1) FEMA resubmittal.

National Environmental Protection Agency (NEPA)

- Attend up to two (2) meetings with the design team and one (1) meeting with NEPA reviewers to coordinate NEPA submittal.
- Update previous site plan and TIR used for the NEPA submittal based on changes made in the VE phase.
    - We anticipate that this plan will document the maximum extents of site disturbance and will document the anticipated stormwater approach.
    - We assume one (1) iteration or NEPA documents based on team and owner comments prior to NEPA submittal.
- Provide updated responses to NEPA checklist items related to civil scope of work.
- Address and respond to civil related comments from NEPA reviewers. We have anticipated one (1) round of comments.
- We anticipate that the environmental consultant or others will compile, manage, and submit permit documents.

ADAPTIVE REUSE FEASIBILITY

- Review as-built documents and publicly available utility information for the selected site. We assume that the owner will provide available as-builts.
- Attend one (1) site visit with the project team to verify site conditions.
- Provide analysis of existing site utilities and feasibility of utility re-use or installation for adaptive reuse.
- Verify stormwater and site permitting requirements for potential improvements. We anticipate that stormwater review and site permitting will not be included with this feasibility phase.

INFORMATIONAL REQUIREMENTS

The following information will be provided to KPFF as a basis of our design:

- Survey in CAD format showing existing site conditions, which meets the requirements of the Authority Having Jurisdiction (AHJ) and includes Civil 3D surface and environmental and critical area boundaries.
- Geotechnical report with the following site civil recommendations:
    - Groundwater flow rates
    - Foundation and underslab drainage piping spacing recommendations
    - Paving and earthwork recommendations
- Geophysical data for landfill and liner location, which includes a Civil 3D surface representing the existing liner and top and bottom of landfill.
- Architectural and landscape site plans in CAD format, with the site plans tied to the project survey datums.

ASSUMPTIONS

- LOMA will be approved by FEMA and project work will not occur within the FEMA flood plain.
- The project will not propose to impact the existing WSDOT drainage facility and a WSDOT permit will not be required.
- The North Creek buffer delineation will be consistent with the buffers that were used in the project's validation report.
- The project will not propose to replace the existing bridge at North Creek.
- Cost estimating will be by others. We will review civil quantities.
- Preparation of specifications is not included in this scope of work. We anticipate providing limited specifications within our drawings for pricing purposes.
- Multiple Phasing Plan Alternatives will be evaluated during the DD process, which will be used by the County and team to select a Preferred Phasing Plan. We have assumed up to four (4) preliminary site plan alternatives will be evaluated, and (1) one site plan will be advanced as the preferred, final DD site plan. This final DD site plan will also be used in the NEPA submittals.
- Design of loading dock will be by others. We will document horizontal control and grading for the exterior portion of the loading dock.
    - We have assumed up to three (3) vehicle turning studies showing vehicle access to the loading dock. Turning studies within the loading dock footprint will be by others.
- Coordination with trash collection agencies and design of trash collection areas will be by others. We have assumed up to two (2) vehicle turning studies to inform trash collection vehicle movements to the site.
- Efforts and/or interactions with agencies having jurisdiction pertaining to contaminated soils will be by others. Cleanup or remediation requirements, if needed within the project documents, will be by others.
- Existing fire hydrant coverage will be considered adequate.
- Buildings are not anticipated to extend into the groundwater table.
- The proposed structures will be located outside the existing sanitary sewer easement and sanitary sewer rerouting will not be required.

- The downstream water and sewer systems have sufficient capacity to support the project. We anticipate proposing a new water line between 128th Street Southeast and the existing pump station to create a looped system, but do not anticipate upsizing of the existing system.
- Power and communication utility purveyor coordination for site loads and services, rerouting, or undergrounding of power and communications will be by the project's electrical engineer. We will provide horizontal and vertical control for the routing of these utilities based on provided diagrams that also identify number, size, and configuration of duct banks, as well as number, size, and general location of vaults, if needed. Relocation or removal of existing utility poles is not anticipated.
- The following utility and drainage elements, if required, will be designed by the mechanical engineer or others:
    - Temporary or permanent dewatering
    - Rainwater cistern for stormwater retention and reuse
    - Pump design and sizing, with location and connection coordinated with civil
    - Grease traps
    - Utility work within 5 feet of building foundation
    - Domestic water, fire flow, and sewer demands/service sizes

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December 10, 2025

Caroline Brown
Graham Baba Architects
1507 Belmont Avenue, Suite 200
Seattle, WA 98122

Subject: Snohomish County Food & Farming Center
Proposal for Structural Engineering Services

Dear Caroline:

We are pleased to submit this proposal to provide structural engineering services for the Snohomish County Food & Farming Center (SCFFC) project. The project is located at the west edge of McCollum Park in Everett, Washington. This proposal is based on our phone call on 11/12/2025, the notes and schedule you provided on 11/13/2025, and the Validation Phase Basis of Design (BOD) narrative and drawings dated 02/01/2025.

The project proposes demolishing the existing pool and associated building to construct a new food processing center. The structure includes a 45,000 SF warehouse with a 7,200 SF mezzanine for mechanical and electrical equipment, and a 19,200 SF single story farmers' market. The assumed construction cost for the full scope included in the masterplan is $50 million.

We understand that the county would like the design team to prepare Design Development (DD) plans for the entire program. The county and team will then evaluate what project work can be completed under Phase 1. This proposal addresses our scope through the end of the DD phase.

The work has been split into (3) phases, per notes and schedule provided by Graham Baba Architects on November 13, 2024. Note, we are assuming that the Phase iii Entitlements & Environmental doesn't include structural scope. These phases include:

- Phase i: Value Engineering
- Phase ii: Design Development
- Phase iv: Adaptive Reuse Feasibility

SCHEDULE

We have anticipated the following start dates and durations for our efforts in each project phase:

Phase	Start	Duration
Value Engineering	Feb 2026	5 months
Design Development	Jul 2026	4 months
Adaptive Reuse	TBD, as needed	1 month

Timing of Construction Documents is yet to be determined. We anticipate preparing a proposal for Construction Documents once the schedule is better understood.

SCHEDULE A: SCOPE OF SERVICES

We anticipate the following structural scope:

PHASE I: VALUE ENGINEERING (VE)

- Attend Phase i kick-off meeting and weekly coordination meetings with the design team.
- Provide input on initial VE items related to structural design.
- Prepare structural narrative and a markup of existing structural design documents in Bluebeam.
- Review and provide comments on geotechnical reports.

PHASE II: DESIGN DEVELOPMENT (DD)

- Attend Phase ii kick-off meeting and bi-weekly coordination meetings with the design team during the Design and Coordination phase of DD.
- Attend (1) building permit pre-application meeting.
- Prepare structural building plans to a DD level:
    - Building Plans
    - Typical Details
- Develop structural design for marketplace vendor stalls to a DD level.
- Coordinate layout of site retaining walls with design team and develop structural design for site retaining walls to a DD level.
- We anticipate providing plans for 50%, 75%, and 100% DD milestones. We do not anticipate additional progress prints.
- Provide responses to owner comments on our 50% DD sets.
- Provide structural feedback on Phasing Plan development.
- Review cost estimate for structural related items.

PHASE IV: ADAPTIVE REUSE FEASIBILITY

- Review as-built documents of the structure. We assume that the owner will provide available as-builts.
- Conduct (1) site visit with the project team to verify site conditions.
- Provide a feasibility narrative and a Tier 1 checklist for the existing structure.

ASSUMPTIONS

- Foundations are assumed to be shallow spread footings over ground improvements. We assume that the Value Engineering phase will explore a variety of foundation solutions for the project, and our assumption for our Design Development fee is based on a solution that utilizes shallow spread footings.
- There is no structural scope included in the Entitlements & Environmental phase of the project.

ARUP

Graham Baba Architects

Snohomish County Food and Farming Center

Engineering and Consulting Proposal

Reference: 603405-81/JDS

December 11, 2025

1. Introduction

Arup US, Inc. (Arup) is pleased to provide this fee proposal for engineering design services for the proposed Snohomish County Food & Farming Center in Everett, Washington. Our scope of work will include the following disciplines:

- Mechanical (HVAC), Electrical, Plumbing, & Fire Protection Systems Engineering
- Lighting Design
- Acoustic Consulting
- Logistics Consulting

Our scope of work included in this proposal will extend from an initial Value Engineering (VE) phase through Design Development (DD). Details of our scope of work, including key tasks and deliverables, are described in Schedule A.

2. Project Description

The project is described in the RFP prepared by Snohomish County, dated September 4th, 2025, along with supplemental addenda received during the pursuit phase. We understand the key aspects of the project are as follows:

- Approximately 40,000 GSF, new construction facility located in Everett, WA.
- The project will include a farmer's market, commissary kitchen, and agricultural processing program.
- The project is pursuing LEEDv4 Gold certification.
- We understand that this initial scope of work will progress the design of the entire facility to a Design Development level of detail, after which a portion of the project (Phase I) will be continued through permitting and construction under a separate scope of work.

Our scope and fees have been developed assuming the construction budget for the full facility is approximately $50,000,000 and that this budget is inclusive of all trade costs, mark-ups, profits, construction manager fees, insurances, and contingencies.

3. Project Team

3.1 Owner / Owner's Representative

The owner's representative is Snohomish County.

3.2 Architect / Lead Designer

Graham Baba Architects will be the design architect, architect-of-record, and prime consultant. Arup will be their sub-consultant. Graham Baba will be responsible for coordinating the work of all the consulting firms on the project design team.

3.3 Cost Consultant

We assume that a professional cost estimator will be engaged by Graham Baba to provide cost input in all phases of the project. Our scope excludes cost estimating.

3.4 Other Firms

We assume that other consultants who may form part of the team will be appointed at an appropriate time and with complete scopes of work, such that our coordination with those scopes can occur in a timely manner in accordance with the project schedule outlined below.

4. Project Schedule

We understand the initial design duration is approximately 8 months broken into phases as follows.

- Value Engineering 19 weeks
- Design Development 16 weeks

Following the conclusion of the Design Development phase we anticipate an approximately 2-month design pause to allow for costing and evaluation by Snohomish County after which we expect to engage in the construction documents and construction administration for the initial phase of the project under a separate scope of work.

We reserve the right to limit our active design involvement in each phase until the program has sufficiently developed to allow for efficient design progress. These periods of active coordination and design will be agreed to between Arup and Graham Baba at the beginning of each phase.

Upon completion of any phase of the project, we will only commence work on the subsequent phase upon written confirmation from your office that the work of that phase has been accepted and approved as the basis for all further project development, which might include a report detailing changes, deletions, or additions necessary to make in the subsequent phase.

5. Schedule A – Scope of Services

5.1 MEP/FP Engineering

5.1.1 Mechanical (HVAC) Engineering

The Mechanical / HVAC design refers to heating, cooling and air conditioning systems, mechanical ventilation, general and specialty exhaust systems, and building automation and control systems.

5.1.2 Electrical Engineering

We will work with the client and the other members of the project team to understand priorities and identify project appropriate solutions. Electrical design will include normal and emergency electrical power service, coordination with the utility, distribution and branch circuit wiring, power for lighting, and performance-based fire alarm system design.

Our scope includes the coordination and design of electrical service equipment with the Utility company. Emergency / standby power systems will be provided to meet code requirements.

Our power plans will show all receptacles and other equipment connections to provide a coordinated layout consistent with the final architectural and kitchen equipment plans. Locations, heights, and dimensions of all outlets will be documented by the architect.

Our fire alarm drawings will include general locations of fire alarm appliances, devices, and key equipment for a performance-based design. The drawings are not intended to serve as shop drawings, and are for bid, permitting, and coordination purposes only.

Our scope for lighting design will be as indicated in the Lighting Design section below. Lighting layouts/design and calculations necessary to demonstrate code compliance will be integrated into our electrical design documentation.

Our scope of work for electrical engineering services related to low-voltage systems (telecom, security, and AV) includes the provision of power circuiting and grounding, based on the drawings and specifications provided to us by the low-voltage consultant(s).

5.1.3 Plumbing and Fire Suppression Engineering

Plumbing design will include all domestic water systems, natural gas, sanitary waste and vent systems, and storm water drainage. We will work with the client and other members of the project team to understand water goals for the project.

Foundation and/or sub-soil drainage system piping is excluded from our scope. We anticipate that this scope, if recommended by the project geotechnical engineer, will be documented by the civil engineer.

Fuel oil storage system designs, if required, shall be based on the minimum applicable code requirements.

Fire suppression design will include the sprinkler and fire standpipe system as well as non-water based clean agent fire suppression systems, if applicable, as a performance-based specification. Arup does not serve as the Engineer of Record (EoR) for this discipline, and it is assumed that a licensed fire suppression contractor will be engaged post-bid to complete the design and act as EoR for that scope of work. The location and specification of fire extinguishers is additionally excluded from our scope.

5.1.4 Key Tasks and Deliverables

Key tasks and deliverables for each stage are as follows:

Value Engineering Phase

- Attend kickoff meetings with the Owner design team (up to 3 meetings attend by Arup's PM and discipline leads).
- Bi-weekly virtual or hybrid attendance in team coordination meetings (up to 8 meetings attended by each discipline lead).
- Review proposed MEP systems developed during the validation phase identify key design challenges and opportunities for optimization to be studied in the VE phase.
- Advise the client on project fuel source (all-electric vs. hybrid electric/natural gas).
- Meet with the owner's representative to determine any preferences for systems or components, and the approach to redundancy, flexibility, and future capacity.
- Review any proposed modifications to the validation phase MEP concept with the Architect and Owner to set new baseline for systems design moving forward.
- Provide input on space requirements for MEP systems based on % benchmarks.
- Assist in development of architectural concepts through participation in meetings as described above.
- Participate in a design meeting with the Owner, Architect, and relevant design/sustainability consultants, dedicated to MEPFP design aspects that impact sustainability/LEED compliance.
- Confirm a prescriptive energy code compliance path can be achieved with base design.
- Provide input on a strategy to allow the project to be constructed in multiple phases.
- Review construction cost estimates prepared by the cost consultant

Deliverables:

- Basis of Design MEP/FP Narrative

Design Development

- Bi-weekly virtual or hybrid attendance in team coordination meetings (up to 8 meetings attended by each discipline lead).
- Attend review with, and respond to comments from, owner or independent commissioning agent.
- Continue to review LEED requirements with the sustainability consultant, as applicable to the project.
- Further develop the design of the systems established during the VE phase.
- Provide updated requirements for MEPFP equipment space, vertical shaft space, and horizontal distribution.
- Coordinate and define major pathways and grounding systems in support of telecommunications, security, and audiovisual systems, based on criteria provided by other consultants and/or the owner.
- Specify remanufactured equipment, where applicable / available.
- Provide code minimum system requirements for EV Charging and PV installations, where applicable.
- Provide updated utilities sizes, locations, capacities, and invert elevations to the civil engineer.
- Review geotechnical report for any concerns related to the plumbing system design, and provide comments in writing.
- Review construction cost estimates prepared by the cost consultant.

Deliverables:

- Mechanical drawings, including:
  - Plans showing equipment locations, with primary and secondary distribution routes
  - Equipment schedules with preliminary sizes and performance data
  - Preliminary air and water single line diagrams
  - Typical details
- Electrical drawings, including:
  - Plans showing main rooms, main equipment and main distribution routes
  - Single line diagrams
  - Panel and equipment schedules
  - Power distribution plans
  - Fire alarm plans
  - Lighting layout on reflected ceiling plan and fixture schedule, documenting the lighting design scope outlined in the section below
- Plumbing drawings, including:
  - Plans showing equipment locations, with primary and secondary distribution routes
  - Equipment schedules with preliminary equipment selection
  - Preliminary Single line diagrams for main piping runs
- Fire suppression systems drawings, including:
  - Equipment locations, with primary and secondary distribution routes
  - Equipment schedules with preliminary equipment selection
  - Preliminary Riser diagrams, general sprinkler zone information, typical piping layouts, and key sprinkler equipment (e.g. control valve assemblies, drain assemblies, etc.)
- Preliminary specifications

5.1.5 LEED Credit Support

We have included effort to support the LEED process through coordination and incorporation of design features related to LEED v4 credits relevant to our disciplines. We assume that a workshop will be held during the VE stage to confirm LEED approach. It is also assumed that a separate LEED Accredited Professional will be appointed to lead the LEED process and make all necessary submissions to USGBC. Completion of formal LEED v4 credit documentation, including templates, is assumed to occur during later phases of design and is excluded from this scope.

5.1.6 Assumptions and Exclusions

Our scope of work will terminate at the perimeter of the building and will include extension of utility connections to (5) feet beyond the building perimeter.

We assume that the civil engineer will be responsible for the design and specification of utilities for the project, and all associated applications, permits and fees with City and State agencies. We will assist the owner in discussions with utility companies for new services (power, water, natural gas, and sewer) to the building.

The MEPFP engineering design will include support infrastructure for kitchen and café equipment. We expect equipment layouts in Revit format during the design process, including equipment designations and all MEPFP requirements to be provided through specifications and cut sheets.

Selection of specialist equipment for shops and other spaces will be provided by the owner or other consultants. The MEPFP engineering design will include support infrastructure for this equipment. We expect equipment layouts in Revit format during the design process, including equipment designations and all MEPFP requirements to be provided through specifications and cut sheets.

We expect to receive preliminary kitchen, café, and specialized equipment load and load profile information early in design development with finalized documentation as described above provided a minimum of two (2) weeks before our production deadlines.

Our scope assumes prescriptive compliance with the Washington State Energy Code. If it is determined that a performance-based approach (C407) is required to demonstrate compliance, we would be happy to submit an add-service to cover that scope.

Our scope of work excludes energy modeling. We understand that energy modeling in support of LEED certification will occur in the Construction Documents phase of the project.

Our fees are based on a certification level of Gold under LEEDv4. We reserve the right to seek additional fees if the LEED target is modified to a higher level of certification or more stringent certification program is pursued.

Our scope of work excludes development of CSI 3-part specifications during the Design Development phase. We expect development of specifications to occur during the Construction Documents phase.

We assume that condensation analysis of the building elements will be carried out by others.

We have assumed that the following services are excluded from our scope. We would be happy to provide a proposal for these additional services as required.

- Hydrological, heat transfer studies and design for ground components of geothermal systems
- Design of alternative energy generating systems beyond Code minimum, such as PV, wind, etc.
- Design of electric vehicle charging strategy beyond Code minimum
- Design of energy storage systems (i.e. thermal / batteries)
- Design for multiple options for system design based on fuel types
- 24/7 Carbon Free Energy analysis
- Analysis of embodied carbon for electrical and mechanical systems / equipment
- Energy Code or LEED Compliance Modeling
- Air permitting and wastewater permitting (re. pollution) with local, state or federal agencies or pollutant dispersion studies
- Parametric Design Option Testing Modeling
- Existing Building Modeling
- Construction/post-occupancy Energy Modeling
- Computational Fluid Dynamics Modeling
- Comfort Modeling
- Smoke control analysis
- Life-cycle Cost Analysis
- Post-occupancy services including Energy Modeling and building performance evaluations

- Arc Flash Analysis for electrical equipment.
- SPoF (Single Point of Failure) Analysis for distribution systems
- Analysis of carbon impact of diesel generators for emergency power sources and/or design flexibility for future alternatives to diesel
- Including requirements for EPDs or LCAs for submittals as part of the project specifications, as evaluation criteria for equipment selection

5.2 Lighting Design

Our scope of work covers lighting design for the following areas:

- Interior lighting
- Exterior lighting
- Site lighting
- Lighting control system design
- Emergency and egress lighting

At a high level, our design approach will be to select and locate a general grid of overhead luminaries to meet illumination criteria recommended by IES guidelines, energy code power allowances, and other code requirements.

5.2.1 Interior Lighting

The interior lighting design shall include all front- and back-of-house interior spaces within the scope area.

5.2.2 Exterior and Project Site Lighting

For the exterior lighting design, the following scope will be included within the Project Site boundary.

It is understood that some exterior lighting for the building will be required for functionality of occupants and to meet egress lighting requirements to the nearest public way; additionally, our scope includes support for fixture selection to achieve façade lighting strategy/aesthetic set by the architect. Visioning exercises to set façade/monument lighting strategy by Arup's staff is excluded; however, we would be happy to provide this as an additional service based on the project requirement.

The following aspects of exterior lighting design are currently not included in the scope, but could be provided as an additional service:

- Lighting along the roadway/sidewalk area for publicly owned right-of-way
- Site lighting beyond the project limit of work line
- Monumental art or exterior feature elements
- Roof utility lighting
- Illuminated signage or wayfinding
- Other exterior lighting not outlined above

5.2.3 Lighting Control System Design

We will recommend a control system type and provide a lighting control schedule indicating control type and functionality required. As described in our electrical engineering scope, this will be incorporated into the final electrical design documents, this includes: placement of control devices, control zones, power circuiting, and specification of lighting control equipment.

5.2.4 Emergency Lighting Design

We will provide full design services for the emergency and egress lighting system, including emergency light level calculations inside the building and at the building's exterior to the nearest public way. We expect that exit sign placement will be done by the architect for incorporation into the electrical plans.

5.2.5 Key Tasks and Deliverables

Key tasks and deliverables for each stage are as follows:

Value Engineering Phase

- Our scope assumes no effort for lighting design in the VE phase. We expect cost targets in this phase to be set based on standard $/SF values.

Design Development

- Identify applicable codes and standards.
- Establish lighting design criteria for each space.
- Working with the architect, develop preliminary lighting design concept sketches to illustrate the lighting design concepts, including input from our specialist lighting designers to provide input of façade/monument lighting.
- Make preliminary light fixture schedule of major fixture types.
- Make recommendations for the type of lighting control system to be used and the grouping of lighting fixtures for control.
- Issue lighting layouts (BIM, CAD, or redline sketch), elevations and site lighting plans on architect's provided background drawings.

Deliverables:

- Basis of Design Narrative
- Lighting layouts to be included in electrical drawings as indicated in previous section.

5.2.6 Assumptions and Exclusions

Lighting design recommendations will be integrated by the design team into the drawings and specifications of the relevant architectural or engineering discipline. During design phases, we will provide a lighting BIM model for reference and linking, and PDF lighting documents for coordination and reference purposes only. All lighting layouts, schedules, details, and pertinent notes developed by Arup shall be included in the electrical engineering lighting sheets and shown with full setting out and dimensions on the Architect's reflected ceiling plans.

We assume LEED credits specific to site lighting, interior lighting and controls, or daylight and views will not be required to achieve the target level of certification. We will submit proposals for any additional services determined as necessary and feasible to achieve the project goals, if required.

5.3 Acoustic Consulting

Our scope of work is to establish design criteria and/or provide design recommendations for:

Room Acoustics	Advice on room shape, form, geometry, and/or materials to achieve the interior acoustic quality based on intended use(s) of the space
Sound Isolation	Performance of the building envelope and separating constructions between program spaces
Building Systems Noise and Vibration Control	Interior and exterior noise and equipment vibration control for MEP systems

The table below delineates our scope by program area:

Scope Area | Design Area	Room Acoustics	Sound Isolation	Building Systems N+V Control
Farmer's market	X	X	X
Offices	X	X	X
Food preparation/processing		X	X
Warehouse		X	X
Outdoor public spaces			X

5.3.1 Key Tasks and Deliverables

Key tasks and deliverables for each stage are as follows:

Value Engineering Phase

- Our scope assumes no effort for acoustic consulting in the VE phase.

Design Development

Room Acoustics

- Review current relevant information developed during the Validation phase.
- Identify key acoustic challenges and opportunities to be studied and developed and highlight any major acoustics cost elements and cost reduction opportunities to assist with project cost feasibility.
- Attend design workshops with key users and stakeholders to shape acoustic goals
- Develop room shape, form, geometry and materials, as appropriate.
- Provide advice on the type, location, and integration of architectural finishes to meet room acoustic goals.

Sound Isolation

- Provide sound isolation recommendations for the external building envelope and between program spaces.
- Mark-up architectural plans to indicate the recommended sound isolation requirements for internal partitions and exterior building envelopes.
- Provide sketch architectural details/information for acoustically rated wall/floor/ceiling constructions.
- Provide reference information for acoustically-rated product assemblies, such as doors, operable partitions, and glazing.

Building Systems Noise and Vibration Control

- Recommend background noise levels for occupied spaces based on use(s).
- Review relevant noise code(s), if applicable.
- Identify potential impacts from building noise emission to external spaces and surrounding areas.
- Recommend target limits on noise emission from the building
- Review key equipment at the perimeter of, or external to, the building for noise emission impacts, and make recommendations for relevant mitigation.
- Review and comment on MEP systems noise and vibration based on information provided by the MEP Engineer at 90% DD or equivalent.

Deliverables:

- Basis of Design Narrative (to be issued at 50% DD or equivalent)
- Reviews/markups as noted above

5.3.2 Assumptions and Exclusions

For MEP engineers to design and incorporate noise and vibration control in their designs we shall:

- Provide detailed design recommendations to the MEP engineer for spaces rated less than NC30
- Provide general guidelines for spaces rated NC30 and higher

For acoustic consulting, all design recommendations will need to be integrated by the design team into the drawings and specifications of the relevant architectural or engineering discipline. Draft specification clauses and construction details will be provided where necessary. There shall be no standalone acoustic consulting drawings or specifications.

It is not expected that the buildings will be adversely affected by road or train vibration or any other source requiring whole building isolation.

It is assumed that no space will require a maximum footfall-induced vibration criteria of less than 2000 micro-inches per second, per the IEST curve VC-A. Design aspects within the acoustics scope for vibration-sensitive equipment requiring a lower vibration criteria is not included in the base scope or fee.

We have assumed that the following services are excluded from our scope. We would be happy to provide a proposal for these additional services as required.

- Benchmarking of existing conditions within existing Client facilities
- Reviews or recommendations relating to OSHA or other occupational noise guidelines
- Auralization studies, 3D visualization walkthroughs, or SoundLab presentations in excess of those listed in the scope of work
- Demonstration(s) of the acoustic environment through a calibrated 3D immersive listening experience in the Arup SoundLab, except where specifically noted in the scope of work
- Detailed calculations or recommendations for MEP noise and vibration control beyond schematic-level guidance for spaces with a noise criterion above NC 30
- Recommendations or design of spaces, or for vibration sensitive equipment, requiring a vibration criteria less than 2000 micro-inches per second, per the IEST curve VC-A
- Assessment of construction noise and vibration
- Assessment of noise and vibration impact on the building from sources outside the project site
- Design of whole or partial building vibration isolation to mitigate noise and/or vibration, from rail, road or other sources
- Design of acoustically-isolated structural systems
- Voice evacuation system intelligibility studies or design services for compliance with local codes
- Witnessing of factory acoustic tests or mock-ups of building elements or mechanical equipment where required
- Validating the performance quality of proposed contractor substitutions, modifications, or alternatives
- Environmental noise assessment contribution to EIR / EIS formal submissions and/or code variance submissions
- Site noise surveys
- Environmental noise monitoring or any other measurement / reporting not included in scope
- Assessments or documentation for sustainability goals such as LEED
- Work related to wind generated noise

5.4 Logistics Consulting

Arup will provide Logistics, Operations, and Waste Planning services for the Snohomish Food and Farming Center to support refinement of the Validation Phase design through Value Engineering (VE), Design

Development (DD), and Entitlements and Environmental. Our work focuses on material flows, loading operations, storage systems, waste handling, and processing equipment planning to ensure the facility meets operational needs for farmers, processors, and County staff.

Arup's scope includes review and advisory input on operational layouts developed during Validation, incorporation of VE outcomes, and support through 100% Design Development. Construction Documentation is excluded. Our services will be closely coordinated with Graham Baba Architects, KPFF, Shannon & Wilson, Clevenger, and other project partners.

5.4.1 Key Tasks and Deliverables

Key tasks and deliverables for each stage are as follows:

Value Engineering Phase

- Bi-weekly virtual attendance in team coordination meetings (up to 8 meetings attended by the discipline lead).
- Virtual attendance at up to three (3) project or owner kick-off meetings by the discipline lead.

Task 1: Operational Review of Validation Phase Design

- Review Validation Phase site and floor plans to understand overall organization and circulation.
- Evaluate operational workflows for receiving, processing, storage, waste, and outbound movement.
- Identify conflict points in material flows, product handling, and pedestrian movement.
- Assess adjacency relationships between processing spaces, storage, loading, and support areas.
- Document design gaps or operational assumptions that require refinement during DD.

Task 2: Value Engineering Assessment

- Identify VE opportunities related to space utilization, circulation simplification, and operational efficiency.
- Recommend adjustments that maintain functional performance while supporting budget considerations.
- Align recommendations with GBA and County staff during the VE process.

Task 3: Processing and Stakeholder Requirements

- Meet with County staff and processors to understand required processing activities such as washing, slicing, packaging, and sorting.
- Document product types, batch sizes, expected throughputs, operator needs, and workflow expectations.
- Develop preliminary assumptions for processing space needs based on stakeholder input.
- Identify requirements to be confirmed or advanced during the DD phase.

Task 4: Storage, Material Handling, and Internal Operations

- Validate high-level storage needs for food and materials, finished goods, packaging, seasonal inventory, and supplies.
- Assess how proposed aisle widths, clearances, and layouts support or limit operational movement.
- Highlight areas where layout modifications may streamline material flows.

Task 5: Loading Dock, Vehicle Access, and Waste Operations

- Estimate anticipated daily delivery vehicle volumes using generation rate benchmarks by program type (up to 2 iterations).
- Define number and type of loading dock positions required to support estimated vehicle demand.
- Estimate waste generation volumes across all program areas (up to 2 iterations).
- Define preliminary waste management strategy, including quantity and types of waste bins, and any compactors or bailers.
- Review proposed waste storage, movement paths, and staging areas.
- Identify opportunities to improve separation between clean and dirty flows.

- Perform swept path analyses (up to 3 iterations) for both delivery and waste collection vehicles to validate vehicle ingress and egress maneuvering feasibility.

Deliverables:

- 100% VE and Validation Phase Review Memo

Design Development

- Bi-weekly virtual attendance in team coordination meetings (up to 8 meetings attended by the discipline lead).

Task 1: Refined Facility Layout and Material Flows

- Provide architectural layout recommendations that incorporate VE outcomes, updated County direction, and stakeholder feedback.
- Document any changes to material flows for receiving, processing, storage, waste, and outbound movement.
- Integrate remaining operational refinements identified during the VE phase into DD layouts.

Task 2: Processing Systems Planning

- Translate stakeholder requirements gathered in VE into spatial and functional criteria for DD.
- Conduct targeted vendor research to identify representative processing equipment footprints and performance ranges.
- Prepare high-level processing layout options illustrating equipment positioning and workflow patterns.
- Provide preliminary processing equipment product recommendations suitable for DD.

Task 3: Storage Systems and Material Handling Equipment

- Refine storage programming to confirm quantities, typologies, and required clearances based on updated program information.
- Provide preliminary recommendations for racking, shelving, and other storage systems supporting DD layouts.
- Provide preliminary material handling equipment product recommendations suitable for warehouse, processing, and kitchen operations.

Task 4: Loading Dock Operations and Site Circulation

- Update delivery volume estimates based on any changes to program needs or operational assumptions (up to 2 iterations).
- Confirm number, type, and configuration of loading dock positions required to support projected operations.
- Provide DD-level product recommendations for dock equipment including levelers, seals, bumpers, and protective elements.
- Refine swept paths for delivery and waste vehicles based on any updates to site design (up to 3 iterations).

Task 5: Waste Management Planning

- Refine waste generation estimates based on any programing changes (up to 2 iterations).
- Refine waste handling strategies including bin types, quantities, locations, and staging needs.
- Provide preliminary product recommendations for waste equipment such as compactors, bailers, carts, or drums as appropriate.

Task 6: Safety and Circulation Concepts

- Refine internal circulation concepts for pedestrian and equipment movement supporting DD layouts.
- Provide preliminary safety equipment recommendations including bollards, guards, barriers, and column protection elements.

Deliverables

- 100% Design Development Logistics Narrative
- Preliminary Storage and Equipment User Requirements Summary (URS)

Entitlements and Environmental

- Coordinate with Shannon & Wilson to provide operational inputs for the NEPA submittal limited to (1) estimated delivery vehicle volumes and (2) estimated waste generation quantities post project completion.

Deliverables

- No formal deliverables are included as part of this phase

5.4.2 Assumptions and Exclusions

The following assumptions and exclusions apply to Arup's Logistics and Waste Management scope of services:

- Arup will rely on the accuracy and completeness of reports, drawings, data, and files provided by the Owner, County, Architect, and other design consultants. All necessary information is expected to be provided in a timely manner to allow Arup to meet the project schedule.
- Arup's scope focuses on operational logistics including material flows, processing activities, storage systems, loading operations, and waste management. If additional technical input is required beyond the Arup Logistics services described in this scope, additional services and fees will be required.
- Arup Logistics will not issue formal drawing packages or work directly in Revit. Logistics deliverables will be provided in Word, Excel, PowerPoint, PDF, and Architectural or scaled floorplan markups and graphics.
- Processing equipment specification, commercial kitchen equipment specification, and detailed utility connection requirements are the responsibility of Clevenger. Arup will provide high-level equipment product recommendations and layout guidance only.
- Arup's NEPA involvement is limited to providing Shannon & Wilson with operational inputs for:
  - Anticipated delivery vehicle volumes and estimated waste generation quantities associated with facility operations after project completion.
  - Arup is not responsible for construction logistics, construction waste, debris management, or any other NEPA components.
- Support for entitlements, permitting, or agency review beyond the schedule and scope described in this proposal is excluded but can be added as additional services.
- Hazardous material consulting, fire and life safety consulting, food safety compliance, and regulatory certification services are excluded but can be provided as additional services upon request.
- Discrete event simulation modeling, digital twin modeling, or other advanced operational simulations are excluded but can be provided as additional services if needed.
- Engagement with equipment vendors will be limited to gathering representative product information to inform DD-level recommendations. Arup will not conduct procurement, tendering, or vendor negotiations.
- Additional meetings, workshops, or coordination sessions beyond the anticipated VE and DD meeting cadence may require additional services if they exceed the assumed level of effort.
- All narrative deliverables are subject to one revision following a single, consolidated round of comments.

5.5 Adaptive Reuse Feasibility *(Provisional Scope)*

This scope of work includes investigation by our team to determine the feasibility of using a yet undetermined facility to serve as a temporary location for the agricultural processing program ahead of completion of Phase I construction. Our fee is based on the following activities:

- Review of as-builts provided by the Owner.
- One (1) site visit attended by (3) members of the Arup team.
- Issuance of a building feasibility study highlighting, at a high-level, the potential deficiencies of the facility relative to the proposed use and any major remedial work that would be necessary to make the building fit for purpose. Development of engineering drawings is excluded.

If engaged for this scope of work, we expect input to be limited to the MEP/FP and logistics disciplines and that the exercise will be completed within a 4-week duration. Involvement of other disciplines or work on a longer timeframe is excluded.

As the facility to be considered as part of this scope has not yet been identified, we reserve the right to renegotiate our NTE cap once the building is identified to reflect additional effort required to investigate any unforeseen and complicated conditions.

5.6 BIM

5.6.1 General

We will provide the following scope of work related to building information modeling (BIM).

The terms used within this section are defined by AIA G 202 – 2013, Building Information Modeling Protocol Exhibit: Level of Development (LOD), Model Element, Model Element Author ("Protocol"). In the event of conflict between any assumptions in Arup's proposal, the Protocol, and/or Model Element Table, the assumptions in Arup's proposal shall control.

The contractual deliverables for the project for the purposes of bidding and construction shall be the 2D electronic or paper representations of the Model (as defined below). It is understood that the Model if provided by Arup is provided at the Client's request and is for reference purposes and subject to the terms and conditions of Arup's proposal. Prior to the Model being issued to a contractor, Arup will require that they accept the Terms of Use of Arup 3D Computer Model. These terms can be provided upon request and shall be signed by all contractors who receive or use Arup's BIM model prior to model exchange. Notwithstanding the foregoing, it is understood that nothing herein shall create a contractual relationship or cause of action in favor of a third party.

We will retain full ownership and copyright of all Arup-developed content of the Arup BIM models ("Model").

5.6.2 Modeling Scope

We will be the Model Element Authors (MEA) for MEP/F elements designed by us. Our drawings will be LOD 200 for DD. We anticipate that all floor plans, sections, and reflected ceiling plans required by us to detail our design will be produced in a Revit format and furnished to us by the Architect.

We expect all other components (architecture, elevators, other equipment, etc.) will be accurately modelled to similar levels of development in the models by others such that design and coordination can proceed in a timely manner. Arup reserves the right to document systems and information using 2-D line work and 2D typical details where such drawings or information is suitable for communication of design intent and coordination.

We expect that final drawings (frozen backgrounds) for each phase will be made available by the Architect at least two (2) weeks prior to any issue of engineering drawings.

The following items will be excluded from the Model. The items listed are representative: additional items not specifically listed will be excluded if of a similar level of detail, size, or application.

Discipline	Model Element Details
Mechanical, Plumbing and Fire Protection	HVAC and plumbing equipment with overall volume less than 1 cu.ft., pressurized and gravity pipe work less than 2" in nominal diameter, piping valves and other specialties (e.g. strainers), control devices, hangers, supports, seismic bracing, and vibration isolation equipment.
Electrical	Equipment with overall volume less than 1 cu.ft., conduits or other cabling less than 4" in nominal diameter, groups of conduit less than 30 sq.in in cross sectional area,), control devices, hangers, supports, seismic bracing, and vibration isolation equipment.

Objects and systems will be modelled accurately, appropriate to their function and level of design development, which does not imply a clash free model. The purpose of the Model and appropriateness of accuracy is to further design, not to create a fabrication level model.

Snohomish Food & Farming Center

Everett, Washington

CLEVENGER | ASSOCIATES

December 11, 2025

Ms. Caroline Brown, AIA, LEED Green Associate
Associate Principal
Graham Baba Architects
1507 Belmont Avenue, Suite 200
Seattle, WA 98122

Reference: **Snohomish Food and Farming Center | Everett, Washington**
Foodservice Consulting Services

Dear Caroline,

Thank you for requesting our revised proposal for food facilities consulting and design services on this project. Services are proposed which reflect the project requirements listed below. On acceptance, this agreement is to be between the Graham Baba Architecture (Architect) and Clevenger Group Inc., dba Clevenger Associates.

Schedule A - Scope of Services

Based on the information received, we understand the Snohomish County Food and Farming Center will provide regional farmers with shared infrastructure for processing, distribution, value-added production, and local sales. Featuring a commercial kitchen and indoor farmers market, the center will strengthen farm viability and local food security.

Our scope will include value engineering and design development services for the commercial kitchen, food processing, and cold/dry storage areas of the facility. In addition we are including an adaptive reuse feasibility phase if it is determined necessary by the owner.

Consultant will also work with Arup to include their recommended equipment into our foodservice plan sets for utilities etc. and specifications.

Consultant shall work with representatives from Snohomish County Parks & Recreation (Owner) and Graham Baba Architecture (Architect) and shall proceed with each phase of the project upon approval of the previous phase from the Client or Architect.

The total assumed scope for which consultant has primary design responsibility and layout of foodservice equipment is approximately 11,156 SF.

Please see page 9 of this proposal to see scope diagram.

Schedule A: Scope of Services

This is a full-service proposal. Service and deliverables outlined are not intended to be inclusive of all efforts needed to successfully complete the assignment.

value engineering phase

- Overview of Scope/Review existing building and concept design to date.
- Meet with stakeholders to review scope and project design criteria.
- Review equipment plans of foodservice equipment to ensure all specified equipment meets client's needs and is within budget.
- Provide a written narrative of findings and recommendations (if any) for more suitable foodservice equipment to meet needs of the kitchen.

design development phase

- Following approved value engineering phase, develop itemized equipment plans in REVIT of the proposed facility for kitchen and food storage areas. Locate all items of equipment on plans and prepare itemized equipment schedules.
- Submit a detailed booklet of suggested manufacturer data sheets.
- Provide itemized equipment cost estimates.
- Provide utility load information to engineers as required.
- Revise plans as necessary for updated architectural backgrounds and finalize for 100% design development submission.

entitlements & environmental phase

Phase not applicable for foodservice consultant.

Schedule A: Scope of Services

adaptive reuse feasibility phase

- If requested, provide feasibility of an existing building for the kitchen equipment install.
- Assume as-builts provided by Owner.
- Assume (1) initial site visit; additional as needed to provide utility analysis.
- Assume 4-week duration.
- Assist architect with providing a consolidated building feasible report.

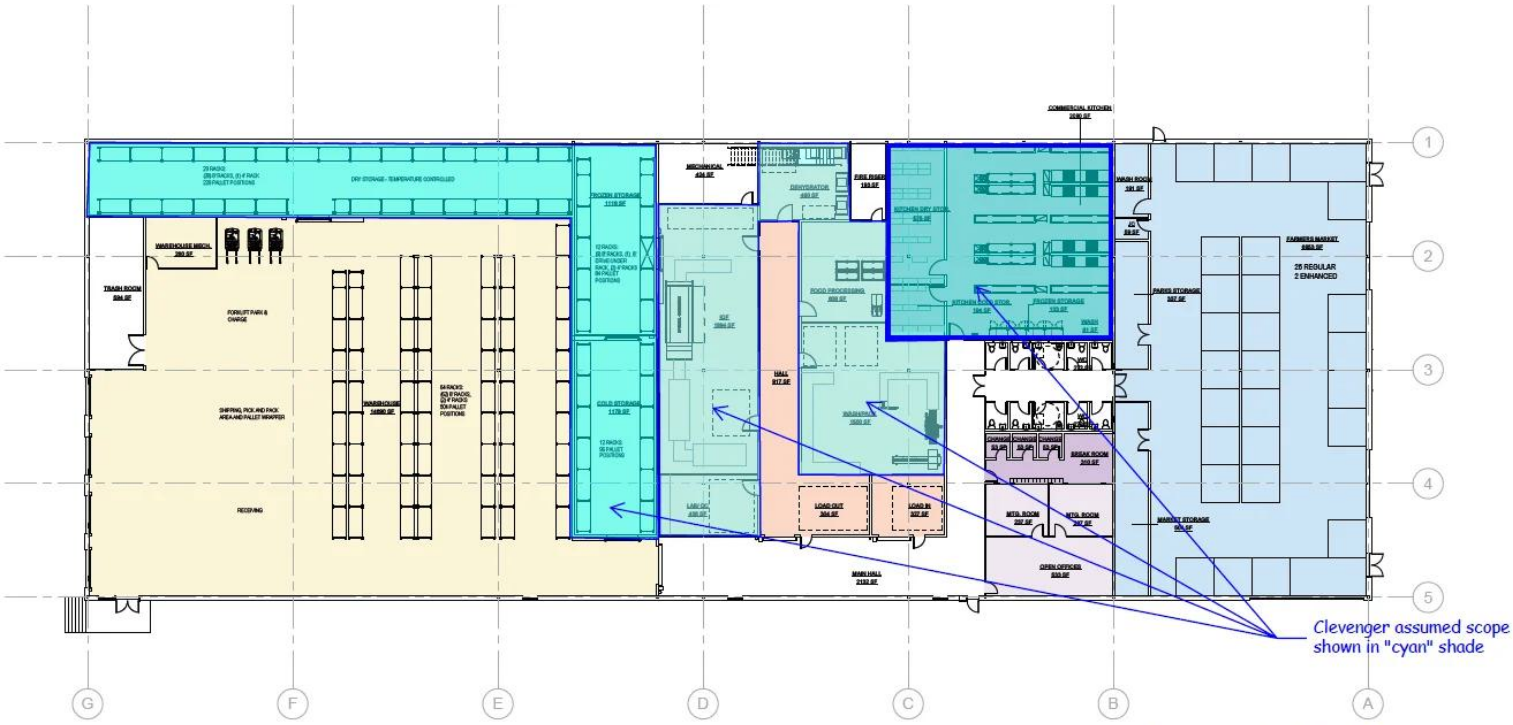
Meetings.

Consultant will attend two (2) meetings at during design phases and attend virtual meetings as necessary in order to complete the assignment. Consultant is to be excused from any meetings where this discipline is not on the agenda.

One (1) meeting/site visit will be conducted if the County requests feasibility on an existing building.

Schedule.

Consultant is staffed to meet the project schedule provided.



Clevenger total sq. ft. by adding sq. ft. numbers on this plan is 11,156 (estimated dry storage walk-in size)

1 TEST FIT - ALTERNATE C
1/16" = 1'-0"

Schedule A: Scope of Services

Our services are geared to support the entire design and construction team. In addition to the guidance we provide on how to comply with LEED requirements, we take on much of the LEED documentation for both the design and construction teams. LEED requirements can be a moving target. There are lots of ins and outs to LEED documentation compliance, and we are uniquely suited from years of previous projects and LEED reviewer comments to understand what is needed and why. We do what we do best, so that designers and contractors can focus on what they do best - designing and building the project.

i. Value Engineering

The project will pursue LEED and Salmon Safe certification. The following scope of services is based on the Snohomish County RFQ-25-0551JM and emails from Caroline Brown.

a. Facilitate a 2-4 hour Sustainability kickoff meeting via teleconference to explore sustainable strategies and set goals for the project. The goals for this meeting are:
    1. Introduce all team members to LEEDv4 and Salmon Safe
    2. Establish energy reduction goals for the project
    3. Identify cost effective sustainable measures for implementation during design and construction.
    4. Identify targeted LEED credits
    5. Discuss process for achieving the identified credits
    6. Identify Salmon Safe design issues
    7. Identify initial responsibilities and deliverables for LEED and Salmon Safe
    8. Initialize Owner's Project Requirements
b. Prepare a summary report with a recommended list of applicable mandatory and target strategies. Advise design team on credit compliance and provide interpretation and guidance on implementation as appropriate to the design phase. It's important to know that the LEED rating system is not one-size-fits-all. LEED credits can be complex and nuanced—and sometimes need to be interpreted with respect to the specific project site and program to guide implementation and ensure compliance.
c. Prepare a preliminary LEED Scorecard for the project. This living document will provide a roadmap and a touch stone to help us navigate the LEED pursuit throughout design and construction.
d. Register the Master Site with GBCI under LEED v4
e. Register up to three potential building projects with GBCI under LEED v4
f. This phase includes two (2) coordination meetings via teleconference

ii. Design Development

a. Advise design team on credit compliance and provide interpretation and guidance on implementation as appropriate to design phase.

b. Assist with development of sustainable design requirements to be incorporated into drawings and specifications.

c. Attend design team meetings via teleconference at appropriate intervals. Four (4) coordination meetings and two (2) Owner meetings via teleconference are included in this phase.

d. Regularly update tracking tool. From the preliminary scorecard, we create our proprietary *credit update* document. This document serves as our agenda and minutes for reporting and our tracking tool throughout design and construction. It incorporates the status of big picture points we are targeting with the individual requirements of each prerequisite and credit. Since there are often several different measures involved with each prerequisite or credit, this document tracks who is responsible for each and who has the ball at any given time.

e. Review 50% design development documents for consistency with prerequisites and selected credits. Many documentation requirements cross several different LEED areas of concern so it's important to keep those connections and overlaps in mind when preparing final documentation. Our task is to make the process easy for LEED reviewers and help keep their questions and need for clarifications and revisions to a minimum.

f. Assist with solicitation and selection of Commissioning Authority.

iii. Entitlements and Environmental

a. Develop an impact statement for HUD Environmental Assessment of Energy Efficiency and collect backup documentation.

b. Attend design team meetings related to completion of NEPA checklist/documentation.

c. This scope of work is limited to tasks identified for ArchEcology on the NEPA Tracking Matrix dated 11/17/2025

4EA Building Science

Fee Proposal

Snohomish County Food & Farming Center

4EA is a Building Envelope (waterproofing) consultant and provides design assistance and expertise related to exterior assemblies and detailing.

team4EA.com

Schedule A: Project Understanding & Scope of Services

Project Understanding

The Snohomish County Food & Farming Center will serve as a hub for local farmers, providing access to equipment, infrastructure, and wholesale opportunities for locally produced agricultural products.

The center will also feature a commercial kitchen and an indoor farmers' market as well as a warehouse.

Based on our review of the documents and our conversation with Caroline Brown at Graham Baba Architects, 4EA understands the design team is changing but the design work and analysis done to date will be utilized. The first phase of work will involve reviewing this work and suggesting changes.

The current design, which is subject to change, includes a slab on grade building on one level plus a mezzanine. The roof structure will be a series of trusses with standing seam metal roofing. There will be clerestory windows in the roof structure. Cladding will be corrugated metal and installed in a rainscreen manner. The intend is for clad wood windows and larger openings with garage and barn doors.

The site is on a former landfill and will likely have a gas barrier below the concrete foundation.

Scope of Services

4EA will work in a **Design Review** capacity on this project.

Our work will be divided into the following phases:

Phase i. Value Engineering

We will thoroughly review the prior design work as it relates to the building enclosure and evaluate it based on current best practice for our region. We will utilize the development goals of the client to seek opportunities for improvement in the design and suggest changes as appropriate.

Phase ii. Design Development

The design will be further developed during this phase and 4EA will provide 1 round of formal review and markup of these documents. We will attend coordination meetings with the team to review enclosure components and discuss review comments. We have budgeted for four meetings.

Phase iii. Entitlement & Environmental

We do not expect to have a role in this phase of work and have assumed that discussion of vapor mitigation would be handled in Phase ii.

Phase iv. Adaptive Reuse Feasibility

It is our understanding that there is a desire for alternate pricing to evaluate an off-site structure for feasibility. For the purposes of defining our scope, we are assuming there will be one building and that we will make a 1-day site visit to visually evaluate the performance of existing building enclosure components. This will include walls, windows, roofing, waterproofing, and insulation to the degree that these components are accessible for review. We do not intend to conduct destructive investigation into the enclosure.

Following this investigation, we will produce a written scoping report that summarizes findings and makes recommendations for maintenance and repairs as appropriate for the intended future uses.

Schedule A: Scope of Service

Snohomish County Food & Farming Center Transportation Impact Analysis

The following describes the tasks that Heffron Transportation, Inc. (HTI) will perform to prepare a Transportation Impact Analysis for the Snohomish County Food & Farming Center (FFC) that meets both Snohomish County and Washington State Department of Transportation (WSDOT) requirements.

The County's transportation concurrency analysis requirements are outlined in Snohomish County Code (SCC) §30.66B and involve many elements including analysis to support Interlocal Agreements (ILAs) with other jurisdictions that can require extensive transportation analysis for large study areas. In addition, Snohomish County has several unique analysis procedures, such as:

- Assigning project trips to all key intersections that could be affected by three or more new peak hour project trips;
- Analysis of arterial levels of service, which requires calibrating a model with actual travel time runs along affected arterials in one or both directions;
- Performing analysis of other affected jurisdiction intersections (including WSDOT and adjacent cities); and
- Performing additional analysis of site access points including sight line and queue analysis for some conditions.

Work will be performed in two steps, defined by the two tasks detailed below. Task 1 will determine the study area, analysis time periods, and other elements that should be included in the full analysis. These will be coordinated with Snohomish County and WSDOT. Task 2 will complete the analysis per the agree-upon-scope. The costs for Task 2 have been estimated for an assumed number of analysis intersections, arterial corridors, and other jurisdiction requirements.

Scope of Work for Task 1 - Analysis Scoping

Task 1-1: Update project trip generation. HTI developed trip generation estimates as part of the Phase 1 Feasibility Analysis. The trip estimates will be updated to reflect the actual project program that will move forward to permitting. If still unknown at the time of the study, HTI will work with the team to estimate a range of programs that would cover the anticipated project. HTI will also apply appropriate pass-by trip rates that account for trips that would use local streets whether the project is built or not. Pass-by trips reduce potential impact at off-site intersection.

Task 1-2: Determine project trip distribution patterns and assign trips to the roadway network. HTI will use the site driveway traffic counts collected during Phase 1 as well as population data for Snohomish County to determine trip distribution patterns (AM and PM) for the FFC. The trip distribution patterns and assignments will be developed and presented according to Snohomish County guidelines for all key intersections affected by three or more net new peak hour directional trips.

Task 1-3: Assess Interlocal Agreement (ILA) requirements. The project may result in new trips on roadways controlled by one or more Cities that maintain interlocal agreements (ILAs) with Snohomish County (e.g., Lynnwood, Mill Creek). HTI will determine the number of trips expected to be generated on roadways and intersections within those jurisdictions. The project will also generate traffic along one or more highways controlled by WSDOT, including the adjacent access road, 128th Street SE, which is State

Route (SR) 96. Based on the County's ILA with the WSDOT, level of service analysis may be required for all WSDOT-controlled intersections that are impacted by 10 or more new peak hour trips assigned to an individual approach or 25 or more trips assigned to a highway segment or all legs of an intersection. Mill Creek may also require assignments and analysis at key intersections within the City affected by three or more new trips.

Task 1-4: Document planned transportation improvements. HTI will review the current version of the Snohomish County Six-Year Transportation Improvement Program (TIP) to determine if there are any planned capacity improvements in the project vicinity that could affect traffic routing.

Task 1-5: Identify study area intersections and arterial units. The County requires arterial level of service analysis for all arterial units impacted by 50 or more peak hour trips and all critical arterial units impacted by three or more peak hour trips. This task includes time to compile and identify a list of arterial units required for analyses and to confirm those with the County. Key intersections along each arterial unit that would require analysis will also be identified for future data collection.

Task 1-6: Prepare scoping memorandum and confirm study metrics with affected agencies. HTI will document the above tasks in a Technical Memorandum, with the intent that it be shared with Snohomish County, WSDOT, and City of Mill Creek review staff. HTI will meet with the local agency staff, if needed, to confirm the scope of work before data collection commences. During the scoping meeting, HTI will also obtain metrics needed to forecast future traffic volumes in the identified corridors.

Task 1-7: Assist team with site plan development and planning support. HTI can assist the project design team based on the information and analysis performed in the prior Feasibility Study. This could include review and input related to site access, on-site circulation, parking supply, truck access, and non-motorized access, and circulation. The budget assumes participation in up to four virtual team meetings for this effort.

Scope of Work for Task 2 - Transportation Analysis

The actual scope of work cannot be determined until the Task 1 analysis and consultation with Snohomish County staff is complete. For the purpose of estimating a budget for Task 2, HTI has reviewed the Snohomish County arterial units that are proximate to the site, and used the trip generation from the Phase 1 Feasibility Analysis to assess the potential study area. This scope assumes that up to two arterial units (single direction) with a total of 14 intersections would require analysis during the AM peak hour, and that up to six arterial units (single direction) with a total of 22 intersections could require analysis during the PM peak hour.

Task 2-1: Commission off-site traffic counts. AM and PM peak period traffic volumes will be needed for modeling of all study-area arterial-unit intersections. While HTI will research and obtain available count data from the County and other sources, the budget for the Snohomish County analysis assumes that new counts may be required for 14 intersections during the AM peak period and 22 intersections during the PM peak period. Separate counts may also be required for analysis of intersections controlled by WSDOT and/or Mill Creek. For budgeting purposes, this scope assumes up to five WSDOT controlled intersections and up to five City of Mill Creek intersections could require analysis in the PM peak period. Traffic counts will be performed by a specialized vendor.

Task 2-2: Commission arterial travel time studies. HTI will also commission corridor travel time data collection efforts to be completed per Snohomish County guidelines. The budget assumes that up to two arterial corridors will be surveyed in the AM peak period and up to six arterial corridors will be surveyed in the PM peak period.

Task 2-3: Forecast future traffic volumes without and with the project. HTI will obtain and apply forecasting metrics recommended by Snohomish County staff during the scoping process (Task 1-6), including pipeline traffic and traffic adjustments that account for the County's Transportation Improvement Plan (TIP) projects. Future background (without-project) traffic volumes will be developed. Project-generated traffic will then be added to create the future-with-project conditions.

Task 2-4: Prepare and calibrate arterial level of service (LOS) models. HTI will prepare traffic operations models to evaluate arterial level of service for the identified arterial unit corridors. The models will be calibrated using arterial travel time data collected in Task 2-2.

Task 2-5: Determine arterial level of service. HTI will use the calibrated LOS model to determine future operations without and with the proposed FFC project. Data will be presented in tables per Snohomish County guidelines.

Task 2-6: Complete analysis for ILA jurisdictions. The FFC project is likely to generate new traffic at intersections controlled by jurisdictions that maintain ILAs with the County. Based on initial trip estimates, analysis could be required by WSDOT and/or the City of Mill Creek. For budgeting purposes, this scope assumes analysis at up to five WSDOT controlled intersections and up to five City of Mill Creek intersections in the PM peak period. Analysis results and mitigation offers for each jurisdiction will be presented according to the respective ILAs with the County.

Task 2-7: Evaluate site access, on-site circulation, and parking. HTI will update analysis from the Phase 1 Feasibility Study related to the site's access, internal circulation, and parking. This will include evaluating truck routing patterns to and from the FFC. It will also include information about the potential to share parking for McCollum Park and/or the Community Transit Park and Ride.

Task 2-8: Determine mitigation. HTI will develop a list of programmatic mitigation measures as appropriate, including documenting traffic impact fees due to Snohomish County, WSDOT, and any affected City with an ILA with the County (such as Mill Creek). HTI will prepare the traffic impact analysis checklists and mitigation offer forms for WSDOT and ILA jurisdictions (e.g., Mill Creek).

Task 2-9: Prepare Transportation Technical Report. The results from the tasks above and information from the Task 1 will be documented according to Snohomish County and relevant ILA guidelines. A traffic concurrency report will be prepared for submittal to the County. HTI will coordinate with the project team regarding preliminary results, recommendations, and mitigation prior to finalizing the report for submittal. This task will also include preparing and completing the forms and documents required for the concurrency review..

Task 2-10: Prepare drop-in Transportation section for NEPA or SEPA document. HTI will work with the team and provide summary information needed for the environmental review process.

Task 2-11: Attend meetings. The budget assumes that HTI would participate in up to five meetings with the project team and/or agency staff. All meetings are assumed to occur virtually (e.g., MS Teams, Zoom).

studiopacifica

2144 Westlake Ave N · Suite F · Seattle WA 98109
206 292 9799 · studiopacificaseattle.com
accessibility consulting + education for inclusion

Trade: Accessibility

December 11, 2025

Caroline Brown
Graham Baba
1507 Belmont Avenue, Suite 200
Seattle, WA 98122

Re: Accessibility Consulting Services for the Snohomish County Farming and Food Center Project

Dear Caroline,

Studio Pacifica ("Consultant") is pleased to present this proposal to Graham Baba ("Client") for accessibility consulting services for the new farming and food center project at 600 128th St SE in Everett, Washington (the "Project"). The Project is approximately 39,500 SF in a 1-story building and will include Common Area (5,274 SF), Office Area (1,035 SF), Food Processing (7,048 SF), Aggregation & Distribution Warehouse (13,158 SF), Commercial Kitchen A - Production Kitchen (4,444 SF), Commercial Kitchen B - Production Kitchen (TBD SF), and Farmers Market (8,453 SF). Initial drawings indicate parking is provided for 57 stalls in the renovated North Parking Lot and 64 stalls south of the building. Other existing lots include 54 stalls in the Northwest Stream Center Parking and 57 stalls in parking near community transit.

Client has identified that the Project will receive federal funding, including funding from HUD and USDA. Project is using 2021 Washington State Building Code (WSBC), which includes the 2021 IBC as amended and adopted by WA state.

I Schedule A: Scope of Services

Consultant proposes to perform the following scope of services as Basic Services:

Value Engineering

A. Provide an allowance of 3-6 hours to use on an as-requested, discretionary basis for such services as weekly Client/design team meetings in Value Engineering phase. All meetings assumed to be virtual unless otherwise mutually agreed upon in advance. In-person meetings may incur reimbursable travel expenses. Assumes half of the hours at Staff rate and half at Principal rate.
B. Participate in (1) up-to-2-hour page turn meeting with the Client and design team to review the Validation Phase documents, including the existing drawings as assembled by Miller Hull. Assumes virtual attendance of (1) Consultant at Staff rate. Includes an allowance of 10 hours (at Staff rate) for any associated prep/follow-up. Additional hours/meetings can be provided as an additional service. Report will be provided in the form of annotated PDFs.
C. Participate in (1) up-to-2-hour page turn meeting with the Client and design team to review the Value Engineering documents as assembled by Graham Baba. Assumes virtual attendance of (1) Consultant at Staff rate. Includes an allowance of 10 hours (at Staff rate) for any associated prep/follow-up. Additional hours/meetings can be provided as an additional service. Report will be provided in the form of annotated PDFs.

Design Development Phase

D. Provide an allowance of 3-6 hours to use on an as-requested, discretionary basis for such services as weekly Client/design team meetings in the Design Development phase. All meetings assumed to be virtual unless otherwise mutually agreed upon in advance. In-person meetings may incur reimbursable travel expenses. Assumes half of the hours at Staff rate and half at Principal rate.
E. Review the 75% Design Development documents for compliance with the applicable accessibility codes. Provide written summary illustrating findings and suggest best practices. Includes an allowance of up to 2 hours for clarification questions posed by the Client. Additional hours can be provided as an additional service.
F. Provide an allowance of 10-15 hours to use on an as-requested, discretionary basis for such services as Client/design team meetings, design team coordination, Client/design team questions, and community engagement efforts including any associated prep/follow-up. Assumes Staff rate. Additional hours can be provided as an additional service.

II Additional Services

Consultant can perform the following services ("Additional Services") that are not a part of the above listed Basic Services upon your written request:

G. Attend Project kick-off meeting, virtually or in person. An in-person meeting may incur reimbursable travel expenses.
H. Review additional Documents for compliance with the applicable accessibility codes. Provide written summary and/or drawing mark-ups illustrating findings.
I. Design work to resolve accessibility issues as determined during the above-mentioned Basic Service reviews.
J. Additional hours to review and respond to RFIs, submittals, shop drawings, and design revisions beyond the allowance allotted in Basic Services (if any).
K. Site observations beyond those listed in Basic Services above (if any).
L. Additional meetings with the Client, design team, local community, or jurisdiction to discuss our findings beyond those listed in Basic Services above (if any).
M. Additional hours for community engagement efforts beyond the allowance allotted in Basic Services (if any).
N. A closeout letter, if requested, will require a back check review of completed drawings as an additional service. Certifications of compliance are not provided.
O. Other consulting research or reports not specifically listed in Basic Services above.

Rider Levett Bucknall

Brewery Block 2
1120 NW Couch Street
Suite 730
Portland, Oregon 97209

T: +1 503 226 2730

DJ: BN: FP Snohomish County Food & Farming Center REVISED
20 November 2025

Ms. Caroline Brown
Associate Principal
Graham Baba Architects
1507 Belmont Avenue
Suite 200
Seattle, WA 98122

Dear Ms. Brown:

SNOHOMISH COUNTY FOOD & FARMING CENTER REVISED

Thank you for inviting us to submit a Fee Proposal for the provision of Cost Consulting Services on this project.

Schedule A: Scope of Services

We understand the scope of work to be providing cost estimating services for the Snohomish County Food and Farming Center.

Value Engineering

RLB will assist with the brainstorming, evaluation, and recommendation phases of the value engineering process, and will provide pricing for all value engineering measures selected for further consideration by the project team. The goal of our value engineering efforts will be to provide a menu of options that optimize construction expenditures, reduce future operating and maintenance costs, enhance constructability, reduce risk of budget overrun, and improve quality.

Design Development

RLB will provide cost estimates to aid the team in project decision-making. We will conduct quantity take-offs on as many identified elements as possible, provide unit rates based on real-time market feedback for specified materials and assemblies, and create allowances and contingencies to account for as-yet undefined scopes and potential risks to the budget. Our native and preferred work breakdown structure is Uniformat II, but we also can sort estimates using CSI Masterformat or any custom WBS that the stakeholders may find useful. RLB will also include benchmarking reports to compare this project to other recent projects of similar size and complexity.

Attachment B, Schedule B

Compensation

Project: **Snohomish County Food & Farming Center**
Company: **GRAHAM BABA ARCHITECTS**
Discipline: Architect
Date: 12/11/2025
Schedule: B - Compensation

	Project Title	Principal in Charge	Design Principal	Project Manager	Design Lead	Project Architect	Architectural Staff	Controller	Billing Coordinator	Admin Coordinator		
	Role	Principal	Principal	Arch4	Arch4	Arch3	Arch2					
	Hourly Rate	$296	$338	$228	$228	$183	$160	$270	$142	$201		
TASK NO.	**TASK DESCRIPTION**										**Total Hours**	**Total Compensation**
PHASE	**I. VALUE ENGINEERING**										**1237**	**$ 278,297.00**
1.1	Administrative & Billing							10	20	30	60	$ 11,570.00
1.2	Project management, QR	60		160							220	$ 54,240.00
1.3	Design, study and internal team meetings	16	54	16	230	80	154				550	$ 118,356.00
1.4	Digital document preparation and setup					36	20				56	$ 9,788.00
1.5	Consultant coordination			46	80						126	$ 28,728.00
1.6	Consultant meetings	9		18	18	18					63	$ 14,166.00
1.7	Owner kick-off sessions (3 in-person)	15	15	15	15	15					75	$ 19,095.00
1.8	Owner meetings (4 virtual)	8	8	8	8						32	$ 8,720.00
1.9	Pricing review and meeting (1 in-person)	8	5	21	21						55	$ 13,634.00
PHASE	**II. DESIGN DEVELOPMENT**										**2121**	**$ 430,426.00**
2.1	Administrative & Billing							12	18	24	54	$ 10,620.00
2.2	Project management, QR	32		240							272	$ 64,192.00
2.3	Design, study, internal meetings, documentation	16	96	16	128	240	480				976	$ 190,736.00
2.4	Consultant coordination and meetings		10	136	16	160	136				458	$ 89,076.00
2.5	Owner meetings (3 virtual)	6	6	6	6						24	$ 6,540.00
2.6	Pricing/Owner review and meeting (1 in-person)	24	5	56		36					121	$ 28,150.00
2.7	Pre-application prep and conference			4	8	32	24				68	$ 12,432.00
2.8	Land use permit submittal, review oversight			12		40	32				84	$ 15,176.00
2.9	Community engagement	16			16		32				64	$ 13,504.00
PHASE	**III. ENTITLEMENTS AND ENVIRONMENTAL**										**188**	**$ 40,716.00**
3.1	Administrative & Billing										0	$ -
3.2	Project management, QR, consultant coord	24		80		16					120	$ 28,272.00
3.3	FEMA support					9					9	$ 1,647.00
3.4	NEPA preparation					32					32	$ 5,856.00
3.5	NEPA review oversight					8					8	$ 1,464.00
3.6	Traffic assessement support					11					11	$ 2,013.00
3.7	Fault buffer waiver support					8					8	$ 1,464.00
3.8											0	$ -
3.9											0	$ -
PHASE	**IV. ADAPTIVE REUSE FEASIBILITY**										**175**	**$ 36,946.00**
4.1	Administrative & Billing										0	$ -
4.2	Project management, QR, consultant coord	6		16							22	$ 5,424.00
4.3	Code research, summary, report compilation				48	66	16				130	$ 25,582.00
4.4	Site visit (1)	5		5	5						15	$ 3,760.00
4.5	Owner meeting (1 virtual)	2	2	2	2						8	$ 2,180.00
4.6											0	$ -
										TOTAL PROJECT HOURS	**3721**	
										TOTAL PROJECT COMPENSATION		**$ 786,385.00**

Project: Snohomish County Food & Farming Center
Company: Shannon & Wilson
Discipline: Environmental & Landfill

	Name	Jeremy Butkovich, Katie W or Pam, Dave Trainor	Elisabeth Silver	Amy Summe	Ryan Peterson	Elizabeth Barnett, Ali Shahbazian, Chris Kemp	Sarah Titcomb	Patricia Bennett	Ryan Rohlfing	Kevin Szubrych	Nikki Shobert	Mason Hall	Olivia Sohn or Noah Bloxton	Lucia Moya					TOTALS BY TASK	
	Role	PM, PIC	Sr. Env. Scientist	Sr. Biologist / NEPA Ld	Env. Engineer	Engineering Geologist	Env. Planner	Geotech. Engineer	Hydraulic Engineer	Geotech. Engineer	Geotech. Engineer	Env. Field Sampler	Natural Resources	Geotech. Engineer		Drafting	Administrative	Word processing		
	Title	VP	Sr. Associate	Sr. Associate	Associate	Sr. Pro III	Sr. Pro III	Sr. Pro II	Sr. Pro II	Sr. Pro I	Pro IV	Pro III	Pro III	Pro II	Pro I	Sr. Technical Services	Sr. Office Services	Sr. Office Services	Hours	Cost
Task #	Task Name / Standard Hourly Rate (2026)	$310.00	$275.00	$275.00	$250.00	$230.00	$230.00	$210.00	$210.00	$190.00	$175.00	$160.00	$160.00	$145.00	$130.00	$170.00	$165.00	$165.00		
VALUE ENGINEERING PHASE																				
I.1	**Value Engineering Discussions**	**20**	**0**	**12**	**20**	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**64**	**$17,020**
	Engineering concepts	8			8														**16**	**$4,480**
	Meetings (assume 4 virtual, plus preparation)	12		12	12			12											**48**	**$12,540**
DESIGN DEVELOPMENT PHASE																				
II.1	**Meetings and Administration**	**31**	**0**	**51**	**11**	**0**	**11**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**40**	**184**	**$42,115**
	Project management/invoices/QC (20 weeks for all phases)	20		40													40	40	**140**	**$30,400**
	Weekly team coordination meetings (5 mtgs, virtual, 1 hr each)	5		5	5		5												**20**	**$5,325**
	Team meetings with County (3 mtgs, virtual, no more than 2 hrs each)	6		6	6		6												**24**	**$6,390**
II.2	**Community Engagement**	**8**	**0**	**8**	**8**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**$8,520**
	Attendance as needed	8		8	8		8												**32**	**$8,520**
II.3	**PDS Pre-Application Conference**	**3**	**0**	**4**	**3**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**$3,700**
	Prepare materials	1		2	1		2												**6**	**$1,570**
	Attend pre-application meeting	1		1	1		1												**4**	**$1,065**
	Review and comment on draft meeting notes	1		1	1		1												**4**	**$1,065**
II.4	**SEPA Checklist**	**5**	**0**	**12**	**2**	**0**	**30**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**	**56**	**$13,495**
	Prepare draft SEPA checklist	3		8	2		24	2										3	**42**	**$10,065**
	Prepare final SEPA checklist	2		4			6											2	**14**	**$3,430**
II.5	**Geotechnical Engineering Design**	**39**	**0**	**0**	**12**	**54**	**0**	**190**	**0**	**0**	**258**	**0**	**0**	**0**	**0**	**20**	**8**	**8**	**589**	**$118,600**
II.5.1	**Subsurface Explorations**																			
	Utility locates and coordination	2			4			8			8						4		**26**	**$5,360**
	Observe and log borings	2			8			20			70						4		**104**	**$19,730**
	Sample review and log development	4				30		30											**64**	**$14,440**
II.5.2	**Geotechnical Engineering Analysis and Reporting**																			
	Seismic design parameters	1						8			20								**29**	**$5,490**
	Foundation design	12						16			40								**68**	**$14,080**
	Construction considerations	2						8			20								**30**	**$5,800**
	Draft 30% Report	8				16		60			60					16		4	**164**	**$32,640**
	Final 30% Report	8				8		40			40					4		4	**104**	**$21,060**
II.6	**Engineering Design Report for the Vapor Intrusion Mitigation System**	**10**	**0**	**0**	**56**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**0**	**0**	**0**	**10**	**0**	**6**	**88**	**$20,750**
	Draft Report	6			44							6				8		4	**68**	**$15,840**
	Final Report	4			8											2		2	**16**	**$3,910**
	Meeting with Snohomish Health and Building Dept				2														**2**	**$500**
	Meeting with Ecology Site Manager				2														**2**	**$500**
II.7	**Landfill Gas Monitoring**	**1**	**0**	**0**	**15**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**2**	**58**	**$10,790**
	Initial Site Visit				5														**5**	**$1,250**
	Work Plan Memo	1			6													2	**9**	**$2,140**
	Three monitoring events				4							40							**44**	**$7,400**
ENTITLEMENTS AND ENVIRONMENTAL PHASE																				
III.1	**Meetings**	**0**	**0**	**12**	**8**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**$8,060**
	Meetings w/ County/team specific to this phase's deliverables			12	8		12												**32**	**$8,060**
III.2	**Early NEPA Coordination**	**0**	**0**	**14**	**0**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**$5,230**
	HUD Meeting (refresh, CatEx discussion)			4															**4**	**$1,100**
	Reconnect w/ NMFS			4															**4**	**$1,100**
	NEPA-focused meetings with Team/County			6			6												**12**	**$3,030**
III.3	**Critical Areas Memo Update**	**3**	**0**	**12**	**0**	**0**	**5**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**23**	**$5,875**
	Revised draft	2		8			4											2	**16**	**$4,070**
	Final	1		4			1											1	**7**	**$1,805**
III.4	**Fault Strand Buffer Waiver**	**8**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**$4,320**
	Meetings with County PDS	8				8													**16**	**$4,320**
III.5	**FEMA Amendment**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**	**$1,955**
	Support if needed			1					8										**9**	**$1,955**
III.6	**Continued NEPA Documentation**	**13**	**2**	**86**	**20**	**0**	**69**	**2**	**1**	**0**	**0**	**0**	**36**	**0**	**0**	**0**	**0**	**18**	**247**	**$58,460**
	Update/manage NEPA matrix			12														2	**14**	**$3,630**
	Finalize draft Contamination/Toxics report	2	2		16													4	**24**	**$5,830**
	NEPA EA worksheets (see breakdown on separate tab)	8		60	4		69	2	1				6					8	**158**	**$38,760**
	Amend/finalize NMFS ANF, Coord. supporting docs	1		8														1	**10**	**$2,675**
	USFWS No Effect letter	2		6									30					3	**41**	**$7,565**
	Total Hours per Staff	**141**	**2**	**212**	**155**	**62**	**145**	**206**	**9**	**0**	**258**	**46**	**36**	**0**	**0**	**30**	**48**	**82**	**1432**	**$318,890.00**

Schedule B: Compensation

The following table summarizes the fee estimate for the Design Development phase.

Task	Estimated Hours	Subtotal ($)
1 – Value Engineering Phase*	160	$36,944
2 – Design Development Phase	360	$79,472
3 – Entitlements and Environmental**	154	$35,074
4 – Adaptive Reuse Feasibility	TBD	TBD
Total***	**674**	**$151,490**

**Time for early coordination with Ecology and Snohomish County Public Health is included in the Value Engineering Phase, in accordance with the Graham Baba overall project schedule provided on November 20, 2025.*

***Includes project management time and site visit up to the hours described in the attached budget worksheet.*

****Total compensation does not include expense budget requested in Schedule C below.*

Total Estimated Fee: $151,490 (time and materials, not-to-exceed). Hourly rates shall be in accordance with BHC's schedule of labor charges attached.

Exhibit B - Project Budget

Graham Baba Architects - Snohomish County - Food and Farming Center

Landfill Engineering and Compliance Services

		Principal In Charge/ QA-QC		Project Manager		Project Engineer		Staff Engineer		CAD		Clerical Support		Project Accountant		TOTAL	
		$314		$281		$200		$182		$184		$182		$189			
		B. Horton		*R. Asman*		*S. Bath*		*S. Ferguson*		*G. Castillo*		*S. Fritchman*		*U. Pierson*			
Task	**Description**	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*
1	**Value Engineering Phase**																
1.01	Building Footprint Constraints and VE Assessment	4	$ 1,256	40	$ 11,240	8	$ 1,600	40	$ 7,280		$ -	8	$ 1,456		$ -	100	$ 22,832
1.02	Early Coordination with Ecology and Snohomish County Health Department	4	$ 1,256	24	$ 6,744	16	$ 3,200	8	$ 1,456		$ -	8	$ 1,456		$ -	60	$ 14,112
	Sub-Total	**8**	**$ 2,512**	**64**	**$ 17,984**	**24**	**$ 4,800**	**48**	**$ 8,736**	**0**	**$ -**	**16**	**$ 2,912**	**0**	**$ -**	**160**	**$ 36,944**
2	**Design Development Phase**																
2.01	Landfill Design Development Considerations Technical Memo	4	$ 1,256	16	$ 4,496	20	$ 4,000	20	$ 3,640	16	$ 2,944	8	$ 1,456		$ -	84	$ 17,792
2.02	Waste Excavation and Handling Plan	2	$ 628	16	$ 4,496	24	$ 4,800		$ -		$ -	8	$ 1,456		$ -	50	$ 11,380
2.03	Landfill Engineering	4	$ 1,256	8	$ 2,248	8	$ 1,600	20	$ 3,640	4	$ 736		$ -		$ -	44	$ 9,480
2.04	Landfill Gas Mitigation Design Support	2	$ 628	8	$ 2,248		$ -	8	$ 1,456		$ -		$ -		$ -	18	$ 4,332
2.05	Support for 50% Design Development Deliverables	2	$ 628	8	$ 2,248	12	$ 2,400	20	$ 3,640	40	$ 7,360	4	$ 728		$ -	86	$ 17,004
2.06	Support for 75% Design Development Deliverables	2	$ 628	8	$ 2,248	6	$ 1,200	12	$ 2,184	24	$ 4,416	4	$ 728		$ -	56	$ 11,404
2.07	Support for 100% Design Development Deliverables	2	$ 628	4	$ 1,124	6	$ 1,200	8	$ 1,456	16	$ 2,944	4	$ 728		$ -	40	$ 8,080
	Sub-Total	**18**	**$ 5,652**	**68**	**$ 19,108**	**76**	**$ 15,200**	**88**	**$ 16,016**	**100**	**$ 18,400**	**28**	**$ 5,096**	**0**	**$ -**	**378**	**$ 79,472**
3	**Entitlements and Environmental**																
3.01	NEPA/SEPA Technical Support	2	$ 628	4	$ 1,124	16	$ 3,200		$ -		$ -	4	$ 728		$ -	26	$ 5,680
3.02	Cleanup Action Plan Technical Memo	2	$ 628	16	$ 4,496	40	$ 8,000		$ -		$ -	8	$ 1,456		$ -	66	$ 14,580
3.03	Project Management and Site Visit	8	$ 2,512	24	$ 6,744		$ -	8	$ 1,456		$ -	8	$ 1,456	14	$ 2,646	62	$ 14,814
	Sub-Total	**12**	**$ 3,768**	**44**	**$ 12,364**	**56**	**$ 11,200**	**8**	**$ 1,456**	**0**	**$ -**	**20**	**$ 3,640**	**14**	**$ 2,646**	**154**	**$ 35,074**
4	**Adaptive Reuse Feasibility**																
			$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
			$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
	Sub-Total	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	$ -
Total Direct Labor Costs		**38**	**$ 11,932**	**176**	**$ 49,456**	**156**	**$ 31,200**	**144**	**$ 26,208**	**100**	**$ 18,400**	**64**	**$ 11,648**	**14**	**$ 2,646**	**692**	**$ 151,490**
Other Direct Costs (ODCs)																	
Sub (with 10% Markup)																	$ -
Misc. ODCs (lump sum)																	$ 2,000
																TOTAL:	**$ 153,490**

2025 Schedule of Charges

Billing Title	Hourly Billing Rates
Principal Engineer	$285 - $340
Senior Structural Engineer	$280 - $300
Senior Electrical Engineer	$270 - $300
Project Manager	$240 - $300
Senior Engineer	$240 - $300
Project Engineer	$170 - $270
Staff Engineer	$140 - $175
Senior Planner	$190 - $240
Planner	$130 - $165
GIS Specialist*	$144 - $175
Field Inspector & Building Inspectors*	$150 - $285
Building Code Compliance Review	$150 - $285
CAD Manager*	$170 - $215
Draftsperson*	$140 - $215
Project Administrator*	$135 - $180
Project Assistant/Word Processor*	$140 - $175

Professional Reimbursement:

The hourly billing rates include the cost of salaries of the BHC employees, plus paid sick and safe leave, vacation, holiday, other fringe benefits, indirect overhead and fee. All employees classified as "non-exempt" (billing category denoted with *) by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours, as per State and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

Communication Fee:

Project Labor times 3.0% which includes telecommunications, faxes, standard U.S. Mail, mobile phones, and internet access.

Direct Expenses:

Reimbursement for direct expenses incurred in connection with the work, will be at cost plus ten percent. See **Schedule of Non-Labor Charges** for detail.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2025 through December 31, 2025, and will be adjusted thereafter.

Schedule B: Compensation

The following is the proposed breakdown for the scope of work as described above:

Value Engineering Design	$27,010.00
Design Development	$124,080.00
Entitlements and Environmental	$39,980.00
Total	**$191,070.00**

Fee Estimate Worksheet

Date: 12.02.25

Project: SnoCo Food & Farm Center	$260	$220	$210	PM	LA Staff	Admin		
Value Engineering Phase								
Project Adminstration		4		8			$2,480.00	
Kick off meetings (2)		6		6			$2,640.00	
Owner/programming meetings (2)		6		6			$2,640.00	
Design team meetings (4)		8		8			$3,520.00	
Design revision studies		8		16	12		$6,760.00	
VE support		4		9			$2,660.00	
option analysis		4		8			$2,480.00	
documentation		4		8	9		$3,830.00	
							$0.00	
Phase 1 Totals		**44**	**0**	**0**	**69**	**21**	**0**	**$27,010.00**
Design Development								8 months
Project Adminstration		12		32			$8,880.00	
Owner meetings (3)		9		9			$3,960.00	in person
Design team meetings (7)		14		14			$6,160.00	vitrual
DD plans								
Base plan		2		12	20		$5,680.00	
Tree protection		4		12	16		$5,600.00	
Layout		8		24	32		$11,200.00	
Landscape grading		4		16	24		$7,520.00	
Planting/soil prep		8		20	32		$10,480.00	
Irrigation		4		8	10		$3,980.00	See subs
site lighting		8		16	20		$7,960.00	fixture selection, layout
Furnishings		4		16	24		$7,520.00	
Structures		8		16	24		$8,560.00	guesstimate
Details		8		30	40		$13,480.00	
Coordination with design team		8		20	20		$8,680.00	
Submittals 50% - 75% - 100%		9		24	24	8.00	$11,300.00	
QC		12					$3,120.00	
							$0.00	
Phase 2 Totals		**122**	**0**	**0**	**269**	**286**	**8**	**$124,080.00**
Entitlements and Environmental								
Project adminstration		12		20			$6,720.00	
Design team meetings (2)		6		6			$2,640.00	
Land Use Permit support		8		24	24		$10,000.00	
SEPA/NEPA support		9		20	24		$9,540.00	
Building pre-app mtg		3		3			$1,320.00	
Permit comment response		8		26	20		$9,760.00	assume 2 rounds
							$0.00	
Phase 3 Totals		**46**	**0**	**0**	**99**	**68**	**0**	**$39,980.00**
Berger Project Totals		**212**	**0**	**0**	**437**	**375**	**8**	**$191,070.00**
Reimbursable Expenses							$4,000.00	
Project Total							$195,070.00	

SCHEDULE B: COMPENSATION

We propose to provide the above services for the following hourly not to exceed fees in accordance with the enclosed Terms and Conditions, which are made a part of this proposal.

Value Engineering	$	24,300
Design Development		121,900
Entitlements and Environmental		45,000
Adaptive Reuse Feasibility		13,900
Total	***$***	***205,100***

Project: **Snohomish County Food & Farming Center**
Company: **KPFF Consulting Engineers**
Discipline: Civil
Date: 12/11/2025
Schedule: B - Compensation

	Project Title	Principal in Charge	Associate	Engineer	Designer	Drafter	Admin				
	Role										
	Hourly Rate	$265	$215	$165	$147	$135	$105				
TASK NO.	**TASK DESCRIPTION**									**Total Hours**	**Total Compensation**
PHASE	**I. VALUE ENGINEERING**									**128**	**$ 24,208.00**
1.1	Meetings & Management	16	26	24	14	0	0			80	$ 15,848.00
1.2	Research and Calculations	2	4	12	12	0	0			30	$ 3,226.00
1.3	Narrative & Exhibits	2	4	4	8	0	0			18	$ 5,134.00
1.4											
1.5											
1.6											
1.7											
1.8											
1.9											
PHASE	**II. DESIGN DEVELOPMENT**									**720**	**$ 121,876.00**
2.1	Meetings & Management	16	34	34	18	4	0			106	$ 20,346.00
2.2	Research and Calculations	4	8	20	24	8	0			64	$ 10,688.00
2.3	Plan Preparation	26	44	106	62	148	0			386	$ 62,934.00
2.4	LEED and Salmon Safe	0	4	8	0	0	0			12	$ 2,180.00
2.5	Cost Review	0	2	2	8	0	0			12	$ 1,936.00
2.6	Land Use Permiting	12	22	34	56	12	4			140	$ 23,792.00
2.7											
2.8											
2.9											
PHASE	**III. ENTITLEMENTS AND ENVIRONMENTAL**									**236**	**$ 45,016.00**
3.1	LOMA	12	18	16	0	4	0			50	$ 10,230.00
3.2	NEPA - Meetings & Management	4	6	2	0	0	0			12	$ 2,680.00
3.3	NEPA - Plan Preparation	16	26	36	16	12	0			106	$ 19,742.00
3.4	NEPA - Drainage Report and Calcs	8	16	24	12	8	0			68	$ 12,364.00
3.5											
3.6											
3.7											
3.8											
3.9											
PHASE	**IV. ADAPTIVE REUSE FEASIBILITY**									**74**	**$ 13,994.00**
4.1	Adaptive Reuse Feasibility	10	20	32	12	0	0			74	$ 13,994.00
4.2											
4.3											
									TOTAL PROJECT HOURS	**1158**	
									TOTAL PROJECT COMPENSATION		**$ 205,094.00**

SCHEDULE B: COMPENSATION

We propose to provide the above services for the following hourly not to exceed fees in accordance with a mutually agreed upon AIA contract to be prepared at a later date.

Phase i: Value Engineering	$	20,400
Phase ii: Design Development		88,670
Phase iv: Adaptive Reuse Feasibility		8,075
Total	***$***	***117,145***

BILLING RATES SCHEDULE

SEATTLE STRUCTURAL ENGINEERING SERVICES

Charges for employees are determined by labor category and their respective hourly rates listed below:

Labor Category	***Rate***
Principal	$275/Hour
Technical Director	$245/Hour
Associate	$220/Hour
Project Engineer	$188/Hour
Structural Designer	$160/Hour
BIM Modeler/Drafter	$160/Hour
Project Coordinator	$140/Hour
Administration	$105/Hour

Rates are subject to adjustment in July 2026

Project: **Snohomish County Food & Farming Center**
Company: **KPFF**
Discipline: Structural
Date: 12/11/2025
Schedule: B - Compensation

	Project Title	Principal in Charge	Technical Director	Associate	Project Engineer	Structural Designer	BIM Modeler/Drafter	Project Coordinator	Admin		
	Role	Principal									
	Hourly Rate	$275	$245	$220	$188	$160	$160	$140	$105		
TASK NO.	**TASK DESCRIPTION**									**Total Hours**	**Total Compensation**
PHASE	**I. VALUE ENGINEERING**									**88**	**$20,400**
1.1	Meeting Time	20	0	20	0	0	0	0	0	40	$9,900
1.2	Structural Review and Recommendations	12		24		12				48	$10,500
1.3											
1.4											
1.5											
1.6											
1.7											
1.8											
1.9											
PHASE	**II. DESIGN DEVELOPMENT**									**480**	**$88,670**
2.1	Meeting Time	10	0	10	0	0	0	0	0	20	$4,950
2.2	Design and Drawing Production - Building	32		72		200	60			364	$66,240
2.3	Design and Drawing Production - Stalls	4		10		32	24			70	$12,260
2.4	Cost Estimate Review	2		4						6	$1,430
2.5	County Comment Review	2		6		8	4			20	$3,790
2.6											
2.7											
2.8											
2.9											
PHASE	**III. ENTITLEMENTS AND ENVIRONMENTAL**									**0**	**$ -**
3.1											
3.2											
3.3											
3.4											
3.5											
3.6											
3.7											
3.8											
3.9											
PHASE	**IV. ADAPTIVE REUSE FEASIBILITY**									**43**	**$ 8,075.00**
4.1	Site Visit	0	0	8	0	0	0	0	0	8	$ 1,760.00
4.2	Tier 1 Report	1		4		12				17	$ 3,075.00
4.3	Narrative	2		4		10			2	18	$ 3,240.00
4.4											
									TOTAL PROJECT HOURS	**611**	
									TOTAL PROJECT COMPENSATION		**$ 117,145.00**

6. Schedule B - Compensation

Our fee will be on a time and material basis at the hourly billing rates given below. Estimated maximum time-based fees are given in the table below for each discipline and phase. Our proposal is based on an aggregate fee for all phases, where unused fee from one phase may be used by other phases.

Discipline	NTE per Phase		
	Value Engineering	Design Development	Adaptive Resue Feasibility
MEP/FP Engineering	$70,000	$164,000	$25,000
MEP LEED Support	$3,000	$4,000	
Lighting Design	$0	$33,000	
Acoustic Consulting	$0	$40,500	
Logistics Consulting	$135,000	$140,000	

The proposed fee is based on the project description in this agreement. We reserve the right to re-negotiate our fee if the project's contracting arrangement, schedule, size, scope, complexity, packaging, phasing, construction budget or cost changes. Our proposal assumes that all services herein will be selected. We reserve the right to revise our fees if we are retained to provide fewer than all services herein.

6.1 Hourly Billing Rates

These time basis rates are subject to review each year on April 1 and will be adjusted in line with salary inflation. Invoices for time basis services will be submitted for payment on a monthly basis.

Title	Hourly Billing Rate ($USD)
Principal	$435-540
Associate Principal	$325-455
Associate	$290-345
Senior Engineer/Consultant II	$280-315
Senior Engineer/Consultant I	$205-300
Engineer/Consultant II	$175-235
Engineer/Consultant I	$160-205
BIM Manager	$290
Senior BIM Technician	$205
BIM Technician	$185
Senior Project Controls	$290
Project Controls/Admin	$135-185

Project: **Snohomish County Food & Farming Center**
Company: **Arup US, Inc.**
Discipline: MEP Engineering
Date: 12/11/2025
Schedule: B - Compensation

	Project Title	Principal in Charge	Associate Engineer	Senior Engineer II	Senior Engineer I	Engineer II	Engineer I	BIM Manager	Sr. BIM Tech	BIM Tech	Sr. Project Controls	Project Controls		
	Role	Associate Principal	Associate	Senior Engineer	Senior Engineer	Engineer	Engineer	BIM	BIM	BIM	Project Admin	Project Admin		
	Hourly Rate	$335	$310	$290	$240	$210	$180	$290	$205	$185	$290	$175		
TASK NO.	**TASK DESCRIPTION**												**Total Hours**	**Total Compensation**
PHASE	**I. VALUE ENGINEERING**												**312**	**$ 73,000.00**
1.1	Project Administration	6	9								6	2	23	$ 6,890.00
1.2	Coordination (Internal/External)		12	10	6	24	8						60	$ 14,540.00
1.3	Precedent Work Review		4	6	2	11	15						38	$ 8,470.00
1.4	LEED Support		1	4	2	5							12	$ 3,000.00
1.5	Design and Documentation		12	28	29	50	60						179	$ 40,100.00
1.6														
1.7														
1.8														
1.9														
PHASE	**II. DESIGN DEVELOPMENT**												**725**	**$ 168,000.00**
2.1	Project Administration	12	30								18	12	72	$ 20,640.00
2.2	Coordination (Internal/External)		20	12	8	24	24						88	$ 20,960.00
2.3	LEED Support		3	2	3	5	4						17	$ 4,000.00
2.4	Design and Documentation		50	74	26	136	184						470	$ 104,880.00
2.5	BIM Adminstration							18	60				78	$ 17,520.00
2.6														
2.7														
2.8														
2.9														
PHASE	**III. ENTITLEMENTS AND ENVIRONMENTAL**												**0**	**$ -**
3.1	{No Scope}												0	$ -
PHASE	**IV. ADAPTIVE REUSE FEASIBILITY**												**107**	**$ 25,000.00**
4.1	Project Administration	2	4										6	$ 1,910.00
4.2	Coordination (Internal/External)		2	3	2								7	$ 1,970.00
4.3	As-Built Review			4	4	4	10						22	$ 4,760.00
4.4	Design and Documentation		4	12	16	20	20						72	$ 16,360.00
4.5														
4.6														
4.7														
4.8														
4.9														
												TOTAL PROJECT HOURS	**1144**	
												TOTAL PROJECT COMPENSATION		**$ 266,000.00**

Schedule B: Compensation

The following hourly, not to exceed fees are broken down as follows for each phase of work outlined in the scope of service. Consultant remuneration for all work shall be billed monthly by percentage completed for each phase.

Value Enginnering Phase	$21,200
Design Development Phase	$ 67,500
Entitlements & Environmental Phase	N/A
Feasibility Phase	$ 5,920
TOTAL HOURLY NTE	$ 94,620

		Value Engineering		Design Development		Entitlements & Environmental		Feasability Phase		Total	
	Hourly Rate	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total
Principal/Partner	$185	104	$ 19,240	312	$ 57,720	n/a	n/a	32	$ 5,920	448	$ 82,880
Sr. Project Manager	$140	14	$ 1,960	57	$ 7,980	n/a	n/a	0	$ -	71	$ 9,940
Draftsperson	$90	0	$ -	20	$ 1,800	n/a	n/a	0	$ -	20	$ 1,800
Admin Support	$90	0	$ -	0		n/a	n/a	0	$ -	0	
		118	$ 21,200	389	$ 67,500	n/a	n/a	32	$ 5,920	539	$ 94,620

Hourly rates scheduled are to apply to any optional services delivered or any authorized changes after approvals, schedule revisions, etc.

Principal/Partner	185 | Hour
Sr. Project Manager	140 | Hour
Project Manager	110 | Hour
CAD Draftsperson	90 | Hour
Administrative Support	90 | Hour

Should the scope of the project vary significantly, it is agreed the fee limits will be adjusted accordingly. Consultant fees are based on using standard procedures, formats for drawings, specifications, contractor submittals and invoices. Special requirements will be accommodated on a time and materials basis.

The scope and fees of this proposal are valid for 90 days from the date listed on this proposal.

Optional Additional Services.

The following services are offered by Clevenger Associates and can be added to the project for an additional fee. This list is not all inclusive of the services that Clevenger provides. Please contact us in regards to any additional services requested and associated fees.

Management Advisory Services

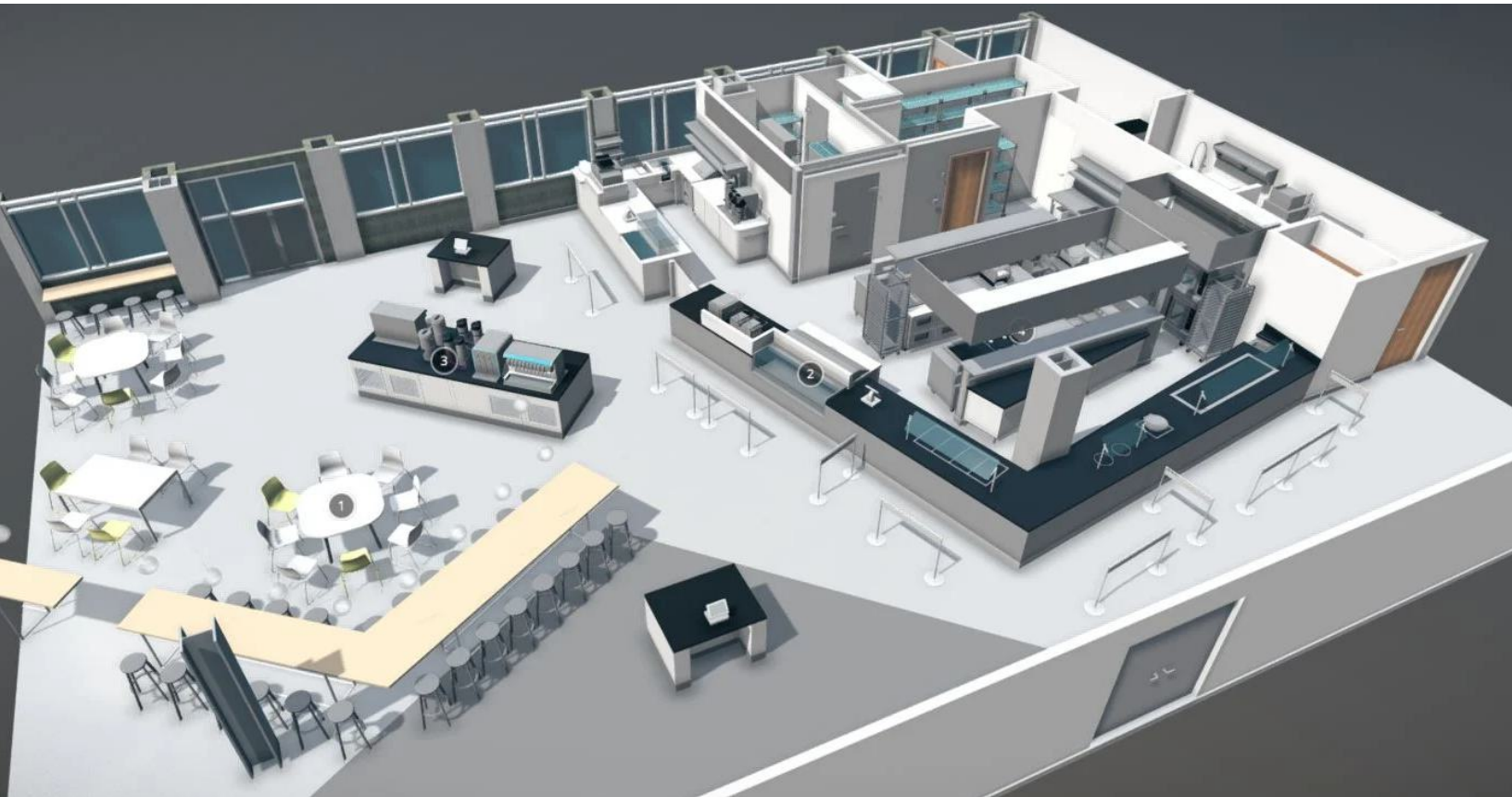
- Equipment Bid Administration
- Feasibility and Operational Studies
- Business Plans and Operational Audits
- Writing RFPs for Management Services

Design Services

- 3D Rendering
- Virtual Reality
- Equipment Surveys
- Schematic Design
- Construction Documents
- Construction Administration

Consultant Drawings.

Consultant drawings are not intended for construction purposes, but are information provided for use by Architects and Engineers as an aid in the design of the building and utility distribution systems. Consultant drawings may be submitted for permits or approval by the Architect to authorities having jurisdiction. Consultant drawings in electronic format will not be issued by the Architect or Owner to non-design team third parties, including equipment suppliers, without express written consent of the Consultant.



Schedule B: Compensation

For the Scope of Services in Schedule A, compensation shall be hourly NTE in accordance with the following schedule, plus reimbursable expenses, plus any applicable tax.

BASIC SCOPE OF SERVICES:

i.	Value Engineering:	**$6,380.00**
ii.	Design Development:	**$5,060.00**
iii.	Entitlements and Environmental	**$1,500.00**
	Total:	**$12,940.00**

2025 HOURLY BILLING RATES

Managing Principal:	$250.00
Principal:	$220.00
Senior Project Manager:	$180.00
Project Manager:	$170.00
Energy Analyst II:	$170.00
Energy Analyst I:	$160.00
Senior Green Building Analyst:	$170.00
Green Building Analyst:	$160.00
Green Building Associate:	$140.00
Administrator:	$140.00

INVOICING AND PAYMENTS

Invoices shall be submitted monthly for services and for reimbursable expenses incurred during the preceding month. Payments are due and payable thirty (30) days from receipt of the invoice. Failure to notify ArchEcology, LLC in writing of any disputes with the amount of any monthly invoices within thirty (30) days of receipt by the Client shall be considered acceptance of those invoices for payment.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, ArchEcology may, after giving written notice, suspend services until all amounts due are paid in full.

Project: **Snohomish County Food & Farming Center**
Company: **ArchEcology, LLC**
Discipline: Sustainability
Date: 12/11/2025
Schedule: B - Compensation

	Project Title	Principal in Charge		Project Manager	Green Building Analyst							
	Role	Principal		Arch4								
	Hourly Rate	$250		$170	$160							
TASK NO.	**TASK DESCRIPTION**										**Total Hours**	**Total Compensation**
PHASE	**I. VALUE ENGINEERING**										**33**	**$ 6,380.00**
1.1	Contract admin	2									2	$ 500.00
1.2	Kickoff Meeting	4		6							10	$ 2,020.00
1.3	Coord Meetings	2		2							4	$ 840.00
1.4	Project setup			6							6	$ 1,020.00
1.5	Location analysis				3						3	$ 480.00
1.6	Prelim Scorecard/Credit Update	2		6							8	$ 1,520.00
1.7												
1.8												
1.9												
PHASE	**II. DESIGN DEVELOPMENT**										**26**	**$ 5,060.00**
2.1	Coord Meetings	4		4							8	$ 1,680.00
2.2	Owner Meetings	2									2	$ 500.00
2.3	Credit update revisions and tracking			6							6	$ 1,020.00
2.4	CxA solicitation			2							2	$ 340.00
2.5	50% DD review	2		6							8	$ 1,520.00
2.6												$ -
2.7												
2.8												
2.9												
PHASE	**III. ENTITLEMENTS AND ENVIRONMENTAL**										**6**	**$ 1,500.00**
3.1	HUD Energy Efficiency responses	4									4	$ 1,000.00
3.2	NEPA coord	2									2	$ 500.00
3.3												
3.4												
3.5												
3.6												
3.7												
3.8												
3.9												
										TOTAL PROJECT HOURS	**65**	
										TOTAL PROJECT COMPENSATION		**$ 12,940.00**

Project: **Snohomish County Food & Farming Center**
Company: 4EA Building Sciences
Discipline: Envelope

Schedule B: Compensation

SCOPE	QUANTITY	FEE	NOTES
Phase i. Value Engineering • Document Review	1 review	**$2,000** Hourly NTE	
Phase ii. Design Development • Drawing and BOD Material Review • Meetings • Ongoing Consultation	1 review 4 meetings ~6 hours	**$5,900** Hourly NTE	
Phase iii. Entitlements & Environmental		**$0** Hourly NTE	
Phase iv. Adaptive Reuse Feasibility • Building Enclosure Assessment • Scoping Report • Ongoing Consultation	1-day site assessment 1 Report ~6 hours	**$8,500** Hourly HTE	

Scope Definitions

This section clarifies what is meant for each item in our scope/fee table. This includes services that are not necessarily in our scope.

Standard Billing Rates

2025 Seattle Rates

Technical Level 9	$255.00/hour
Technical Level 8	$240.00/hour
Technical Level 7	$220.00/hour
Technical Level 6	$195.00/hour
Technical Level 5	$180.00/hour
Technical Level 4	$165.00/hour
Technical Level 3	$150.00/hour
Technical Level 2	$140.00/hour
Technical Level 1	$130.00/hour
Clerical	$75.00/hour

Phase Descriptions

Design Development (DD)

We will review preliminary architectural drawings and provide high-level recommendations on building enclosure systems, assemblies, and interface conditions.

Design Phase Scope Descriptions

Meetings

We will attend meetings with the design, Ownership, and construction teams to review and discuss items pertaining to our scope of work. The nature and outcome of these meetings will depend on the phase of design or construction.

Our meetings budget includes approximately one (1) hour per meeting.

We are flexible and may attend meetings in person or via teleconference depending on the teams' needs.

Drawing Review

We will review the drawing package produced by others and provide comments regarding items pertaining to our scope.

In early design, we review preliminary architectural drawings to become familiar with the design intent for building enclosure systems. Based on this review, we provide recommendations on the overall system and materials.

As the design progresses, we review the drawings to help the team carry the design intent established in earlier phases of design through details at interfaces.

All comments and recommendations are communicated via markups of architectural drawings.

BOD Materials Review

We review the preliminary sections for enclosure materials within our scope to validate that the sections meet the team's performance goals.

Ongoing Consultation

Respond to additional questions from the Architect by email and phone.

Project: **Snohomish County Food & Farming Center**
Company: **4EA Building Science**
Discipline: Building Envelope
Date: 12/9/2025
Schedule: B - Compensation

	Project Title	Principal in Charge	Project Manager	Design Tech	Admin Coordinator		
	Role	Principal					
	Hourly Rate	$220	$180	$150	$75		
TASK NO.	**TASK DESCRIPTION**					**Total Hours**	**Total Compensation**
PHASE	**I. VALUE ENGINEERING**					**11**	**$ 2,030.00**
1.1	Document review	2	8	1	0	11	$ 2,030.00
1.2							
1.3							
1.4							
1.5							
1.6							
1.7							
1.8							
1.9							
PHASE	**II. DESIGN DEVELOPMENT**					**33**	**$ 5,845.00**
2.1	Drawing and Specification Review	2	8	4	1	15	$ 2,555.00
2.2	Meetings	4	4	4		12	$ 2,200.00
2.3	Ongoing Consultation	1	4	1		6	$ 1,090.00
2.4							
2.5							
2.6							
2.7							
2.8							
2.9							
PHASE	**III. ENTITLEMENTS AND ENVIRONMENTAL**					**0**	**$ -**
3.1	NA	0	0	0	0	0	$ -
3.2							
3.3							
3.4							
3.5							
3.6							
3.7							
3.8							

3.9							
PHASE	**IV. ADAPTIVE REUSE FEASIBILITY**					**51**	**$ 8,520.00**
4.1	Building Enclosure Assessment	3	10	10	0	23	$ 3,960.00
4.2	Scoping Report	2	6	12	2	22	$ 3,470.00
4.3	Ongoing Consultation	1	4	1		6	$ 1,090.00
4.4							
4.5							
4.6							
4.7							
4.8							
4.9							
						95	
							$ 16,395.00

Schedule B: Compensation

Snohomish County Food & Farming Center
Transportation Impact Analysis

Task	Key Staff				Total Compensation
	Principal Engr.	Assoc. Principal Engr	Transp. Engr.	Transp. Planner	
Task 1 - Analysis Scoping					**$33,655**
1-1: Update project trip generation	8	4	0	0	$3,420
1-2: Determine trip patterns and assign trips	4	18	36	0	$9,918
1-3: Assess ILA requirements	2	4	6	0	$2,298
1-4: Document planned transportation improveme	1	4	6	0	$1,983
1-5: Identify study intersections and Arterial Units	2	5	8	0	$2,779
1-6: Prepare Scoping Memorandum	12	16	4	25	$10,467
1-7: Assist with site planning	6	4	0	0	$2,790
Task 2 - Transportation Analysis					**$99,895**
2-1: Commission traffic counts	1	0	8	0	$1,339
2-2: Commission travel time studies	2	2	12	0	$2,616
2-3: Forecast future volumes	2	20	38	0	$9,994
2-4: Prepare and calibrate LOS Models	40	16	96	0	$28,488
2-5: Determine arterial and intersection LOS	10	5	24	0	$7,347
2-6: Complete analysis for ILA jurisdictions	2	12	40	0	$8,450
2-7: Evaluate site access, circulation and parking	24	4	16	0	$10,508
2-8: Determine mitigation	4	10	3	0	$3,894
2-9: Prepare TTR	16	48	8	45	$21,499
### Prepare drop-in section for NEPA or SEPA	4	8	0	0	$3,060
### Attend meetings	5	5	0	0	$2,700
Total Hours	***145***	***185***	***305***	***70***	
Billing Rates (2026)	$315.00	$225.00	$128.00	$103.00	
Total Costs	$45,675	$41,625	$39,040	$7,210	**$133,550**

November 21, 2025

III Schedule B: Compensation

We propose to perform the Basic Services outlined in A-F above at our standard hourly rates not to exceed ($17,435.00) plus reimbursable expenses (outlined in Schedule C).

Fees for document reviews assume reviews for all buildings/spaces will be congruent at each phase. Non-congruent document reviews will incur a higher fee and require an Additional Service Agreement.

Fees by Phase	Scope Item(s)	Fee
Value Engineering	A-C	$6,585.00
Design Development	D-F	$10,850.00
		$17,435.00

This proposal is valid for a period of six months from issue date. Additional Services shall be performed solely upon the Client's request and at our hourly rates or as mutually agreeable.

The following are Consultant hourly rates for 2025:

Category/ Level of Service	Hourly Rate
Principal — Accessibility Consulting	$325
Staff — Accessibility Consulting	$220
Administrative Support	$110

The above rates are subject to change at the beginning of each calendar year. Travel time is billed at 100% of the hourly rate of pertinent staff level. Invoices will be monthly progress billings and are due upon receipt. Invoices will earn interest at one percent per month when not paid within 30 days.

SCOPE		HOURS BY RATE				FEE	FEE BY PHASE
Item	Description	Principal	Staff	Admin	Attorney	USD	
	Proposal Coordination + Creation					$ -	
	Contract Review + Legal Coordination					$ -	
	Invoicing					$ -	
	Project Administration					$ -	
	Includes project setup, COI, etc.					$ -	
	Coordination with Client					$ -	
	Subtotal						**$ -**
A	**Coordination with Client**	3	3	1		$ 1,745.00	
	Includes up to (3) weekly meetings						
B	**Document Review**						
	Review document set		4			$ 880.00	
	- Initial review of entire document set						
	- Mark/flag pages that will need review						
	- Review typical accessibility sheets						
	- Review parking amount and layout						
	- Review accessible routes						
	- Review room plans						
	- Review room elevations						
	- Review door schedules						
	- Review enlarged unit plans and elevations *if applicable*						
	Create report		2			$ 440.00	
	- Annotate PDF drawing set						
	Create memo		1			$ 220.00	
	QA/QC					$ -	
	- Internal review		2			$ 440.00	
	- Review comments and revise documents		1				
	Package deliverables		1				
	- Review final memo and report						
	- Format and finalize deliverables						
	- Submit review to client						
	Page Turn Review with Client *if requested*		2			$ 440.00	
C	**Document Review**						
	Review document set		4			$ 880.00	
	- Initial review of entire document set						
	- Mark/flag pages that will need review						
	- Review typical accessibility sheets						
	- Review parking amount and layout						
	- Review accessible routes						
	- Review room plans						
	- Review room elevations						

	- Review door schedules							
	- Review enlarged unit plans and elevations *if applicable*							
	Create report		2		$	440.00		
	- Annotate PDF drawing set							
	Create memo		1		$	220.00		
	QA/QC				$	-		
	- Internal review		2		$	440.00		
	- Review comments and revise documents		1					
	Package deliverables		1					
	- Review final memo and report							
	- Format and finalize deliverables							
	- Submit review to client							
	Page Turn Review with Client *if requested*		2		$	440.00		
	Subtotal						**$**	**6,585.00**
C	**Coordination with Client**	3	3	1	$	1,745.00		
	Includes up to (3) weekly meetings							
D	**Document Review**							
	Review document set		15		$	3,300.00		
	- Initial review of entire document set							
	- Mark/flag pages that will need review							
	- Review typical accessibility sheets							
	- Review parking amount and layout							
	- Review accessible routes							
	- Review room plans							
	- Review room elevations							
	- Review door schedules							
	Create report (spreadsheet or other)		3		$	660.00		
	- Populate spreadsheet with comments							
	- Populate spreadsheet with code references							
	Revise memo		1		$	220.00		
	QA/QC							
	- Internal review		2		$	440.00		
	- Review comments and revise documents		2		$	440.00		
	Package deliverables		1		$	220.00		
	- Review final memo and report							
	- Format and finalize deliverables							
	- Submit review to client							
	Subtotal						**$**	**7,025.00**
E	Coordination with Client	5	10		$	3,825.00		
	Allowance of hours to be used upon request, including any potential community engagement efforts							

Subtotal	**$**	**3,825.00**
Project Subtotal	**$**	**17,435.00**
Reimbursable Allowance	**$**	**500.00**
Project Total	**$**	**17,935.00**

Rider Levett Bucknall

Brewery Block 2
1120 NW Couch Street
Suite 730
Portland, Oregon 97209

T: +1 503 226 2730

DJ: BN: FP Snohomish County Food & Farming Center REVISED
21 November 2025

Ms. Caroline Brown
Associate Principal
Graham Baba Architects
1507 Belmont Avenue
Suite 200
Seattle, WA 98122

Dear Ms. Brown:

SNOHOMISH COUNTY FOOD & FARMING CENTER REVISED

Thank you for inviting us to submit a Fee Proposal for the provision of Cost Consulting Services on this project.

Schedule B: Compensation

Our Hourly Not-To-Exceed fee for providing cost consulting services for this project will be **$30,100** (Thirty Thousand One Hundred Dollars), broken down as follows:

SNOHOMISH COUNTY FOOD & FARMING CENTER REVISED

Phase	**Totals**
i. Value Engineering Study	$12,500
ii. Design Development Estimate	$17,600
Totals	**$30,100**

All estimates produced by Rider Levett Bucknall include specialist MEP estimating performed by in-house staff. The estimate(s) will include both Uniformat II and CSI coding and be internally benchmarked against relevant projects of similar size and scale.

Our fee will be billed on a time and materials basis in accordance with the current rates below:

Associate Principal	$260.00
Associate	$255.00
Cost Manager	$220.00
Cost Estimator	$185.00

Our fee provides for the preparation of cost estimates that are reflective of the documentation provided to us. It does not include for VE/cost saving exercises or for the preparation of new estimates or amendments to our estimate necessitated by additional changes in the design or by further redesigns. Should you require us to undertake additional work then, in lieu of agreeing a fee before we commence work, we will charge you on a time charge basis.

Our involvement is strictly limited up to this exercise; therefore, we require a closing of this account at the completion of it. We enclose our standard *Conditions of Engagement and Payment of Accounts* which will apply to this project.

Attachment B, Schedule C

Expenses

SnoCo Food + Farming Center - Schedule C

NON-SALARY COSTS			Quantity	Unit Price	Total Cost
II.2	**Community Engagement**				
	-	Mileage	100	$0.70	$70.00
II.5	**Geotechnical Engineering Design**				
	Field Explorations:				
	-	Mileage	400	$0.70	$280.00
	-	Vibrating wire piezometer equipment	2	$1,000.00	$2,000.00
	-	Photoionization detector (PID) rental	8	$100.00	$800.00
	-	Environmental soil sampling supplies	8	$50.00	$400.00
	-	Global Positioning Unit (GPS) rental	8	$100.00	$800.00
	-	Boring Subcontractor			$80,000.00
	-	Shear wave velocity subcontractor			$5,000.00
	Lab Testing:				$0.00
	-	Sample box receiving and handling (12 jars/box)	12	$60.00	$720.00
	-	Thin-walled tube receiving and handling	4	$17.00	$68.00
	-	Soil core box receiving and handling		$46.00	$0.00
	-	Thin-walled tube extraction	4	$125.00	$500.00
	-	Water Content by Mass (ASTM D 2216)	48	$26.00	$1,248.00
	-	Unit Weight: Extruded Tube Sample (ASTM D 2937)		$63.00	$0.00
	-	Torvane or Pocket Penetrometer (ASTM D2573)		$37.00	$0.00
	-	Atterberg Limits: Three Point Method (ASTM D 4318)	8	$253.00	$2,024.00
	-	Organic Content of Soil (ASTM D 2974)		$100.00	$0.00
	-	pH (WSDOT T417 / AASHTO T289)		$50.00	$0.00
	-	Resistivity - minimum (WSDOT T417 / AASHTO T289)		$174.00	$0.00
	-	Particle-Size Analysis: Sieve Analysis-Standard (ASTM D 422, C 136)		$165.00	$0.00
	-	Particle-Size Analysis: Combined Analysis (ASTM D 422)	16	$330.00	$5,280.00
	-	Material Finer than No. 200 Seive (ASTM D 1140)	8	$110.00	$880.00
	-	Ring Shear Testing (Residual, ASTM D6467)		$1,167.00	$0.00
	-	Ring Shear Testing (Fully Softened, ASTM D7608)		$1,167.00	$0.00
II.7	**Landfill Gas Monitoring**				
	-	Mileage	200	$0.70	$140.00
	-	Methane Meter	3	$130.00	$390.00
	-	Air Pump	3	$400.00	$1,200.00
	-	Laboratory Analysis (Full List VOCs and APH)	3	$395.00	$1,185.00
	-	Sampling Supplies	3	$50.00	$150.00
Totals					
	-	**Phase I**			**$0.00**
	-	**Phase II**			**$103,135.00**
	-	**Phase III**			**$0.00**

Schedule C: Expenses

Snohomish County Food & Farming Center
Transportation Impact Analysis

Item	Cost Basis	Number	Total Cost
Intersection Traffic Counts for Snoh Co Intersections	$90 per hour	90	$8,100.00
Intersection Traffic Counts for WSDOT Intersections	$90 per hour	20	$1,800.00
Arterial Travel Time Surveys	$90 per hour	64	$5,760.00
Mileage for Travel Time Surveys & Field Visit	$0.75 per mile	400	$300.00
Total Expense			**$15,960.00**