PROFESSIONAL SERVICES AGREEMENT FOR HANDS ON CHILDREN'S MUSEUM OWNER'S ADVISOR SERVICES

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Parametrix, Inc., a Washington corporation ("Consultant").

- A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, to provide PDB Advisory, Owner's Representative, and PM/CM Consultant Services for the Hands On Children's Museum Expansion project; and
 - B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit A, attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than June 30, 2028 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

- A. <u>Total Compensation</u>. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed. Eight Hundred Fifty-Five Thousand, Thirty-Seven and No/100 Dollars (\$855,037.00) calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit B.
- B. <u>Method of Payment</u>. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, which invoice shall specifically describe the Services performed, the name of Consultant's personnel

performing such Services, the hourly labor charge rate for such personnel, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

C. <u>Consultant Responsible for Taxes</u>. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Contract Managers.

The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the Consultant and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

Consultant

Matt Kastberg, CCM Parametrix, Inc. 717 Pacific Avenue Tacoma, WA 98402 MKastberg@parametrix.com 253.278.1468

City of Olympia

Jim Rioux, Project Manager City of Olympia PO Box 1967 Olympia, WA 98507-1967 360.753.8484 jrioux@ci.olympia.wa.us

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. Assurances.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Consultant is an independent contractor and that the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Consultant or by Consultant's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

- B. In the event of Consultant's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Consultant may be declared ineligible for further agreements or contracts with the City. The Consultant, shall, however, be given a reasonable time in which to correct this noncompliance.
- C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit C. If the contract amount is \$50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration Exhibit D

10. <u>Confidentiality</u>.

Consultant agrees not to disclose any information and/or documentation obtained by Consultant in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Consultant will be grounds for immediate termination.

11. Indemnification/Insurance.

Indemnification / Hold Harmless. General Liability. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits covered by Commercial General Liability, including attorney fees, arising out of or resulting from the acts of Consultant or its employees in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Indemnification / Hold Harmless. Professional Liability. Consultant shall indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the wrongful acts (actual or alleged negligent acts, errors or omissions, personal injury) of Consultant or its employees in performance of this Agreement. Consultant shall pay for the City's defense costs upon any determination of Consultant's liability.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. <u>Insurance Term</u>. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- C. <u>No Limitation</u>. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- D. <u>Minimum Scope of Insurance</u>. Consultant shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

- 2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Professional Liability insurance appropriate to the Consultant's profession.
- E. <u>Minimum Amounts of Insurance</u>. Consultant shall maintain the following insurance limits:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
 - 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.
- F. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- G. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- H. <u>Verification of Coverage</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- I. <u>Notice of Cancellation</u>. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
- J. <u>Failure to Maintain Insurance.</u> Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

K. <u>City's Full Access to Consultant Limits</u>. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Consultant at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Consultant.

13. <u>Treatment of Assets</u>.

- A. Title to all property furnished by the City shall remain in the name of the City.
- B. Title to all nonexpendable personal property and all real property purchased by the Consultant, the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Consultant. If the Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Consultant. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.
- C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.
- D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Consultant agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.
- E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

- F. Upon the happening of loss or destruction of, or damage to, any City property, the Consultant shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.
- G. The Consultant shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

14. Books and Records.

The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure under Washington's Public Records Act. Should the Consultant fail to provide records created or used by Consultant in its work for the City within ten (10) days of the City's request for such records, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney's fees, against the City involving such withheld records.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. <u>General Provisions</u>.

- A. <u>Entire Agreement</u>. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- B. <u>Modification</u>. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.
- C. <u>Full Force and Effect; Severability</u>. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall

be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

- D. <u>Assignment</u>. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
 - 1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.
 - 2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.
 - 3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.
 - 4. The City reserves the right to inspect any assignment or subcontract document.
- E. <u>Successors in Interest</u>. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.
- F. <u>Attorney Fees</u>. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.
- G. <u>No Waiver</u>. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- H. <u>Governing Law</u>. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.
- I. <u>Authority</u>. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.
- J. <u>Notices</u>. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- K. <u>Captions</u>. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

- L. <u>Performance</u>. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement.
- M. <u>Remedies Cumulative</u>. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.
- N. <u>Counterparts</u>. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.
- O. <u>Equal Opportunity to Draft</u>. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
- P. <u>Venue.</u> All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.
- Q. <u>Ratification</u>. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.
 - R. <u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters.</u>
 - 1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses

enumerated in paragraph 1.b. of this certification; and

- d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.
- S. <u>Early Retirement from the State of Washington- Certification</u>. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

SIGNATURES OF FOLLOWING PAGE

CITY OF OLYMPIA	
Ву:	
Steven J. Burney, City Manager	
P.O. Box 1967	
Olympia WA 98507-1967	
Date of Signature:	
APPROVED AS TO FORM:	
Senior Deputy City Attorney	
I certify that I am authorized to execute this Agreement on b	ehalf of the Consultant.
Parametrix, Inc:	

Matt Kastberg, CCM 717 Pacific Avenue, Tacoma, WA 98402 253.278.1468

Date of Signature: 9/30/2025

EXHIBIT A





Jim Rioux Project Manager, Public Works Eng. City of Olympia 601 4th Avenue East Olympia, WA 98501

Re: REVISED Fee Budget Proposal – Hands On Children's Museum Expansion –

Progressive Design-Build (PDB) Advisory, Owners Representative, PM/CM Consultant

Services

Mr. Rioux:

Parametrix is pleased to submit a fee budget for PDB Advisory, Owners Representative, and PM/CM Consultant Services related to the Hands On Children's Museum (HOCM) Expansion project. PRC Approval, DB Team Procurement, and DB Contract Negotiation services were provided under a previous proposal and contract. Based on our current understanding of the project schedule and budget, we are including the anticipated consultant tasks and level of effort for our consultant services below.

Consultant services are summarized as follows:

PDB Advisory

 Providing support, training, monitoring, and mentoring of City of Olympia/HOCM staff and project oversight as needed on the utilization of Progressive Design-Build Project Delivery Method

Phase 1 Services – Validation/Pre-GMP Design (0-60%)

- Facilitating, advising, and supporting your City of Olympia and HOCM staff and the PDB team in reviewing, analyzing, researching, and/or documenting project information, existing conditions, and jurisdictional requirements to leverage the efficiencies and innovative solutions afforded by the DB project delivery process both in validation phase and design phases
- Meeting with stakeholders and user groups to develop project-specific program information, conceptual studies, and cost estimates that will inform the establishment of a preliminary scope, schedule, and budget for the project.
- Facilitating, advising, and supporting your staff and overseeing the PDB team during development of design documents that will be based on the information developed during validation and pre-GMP design phase.
- Providing recommendation(s) to Owner/HOCM on the design option(s) that are likely to provide the best value and delivered within the available budget and desired schedule.
- Advocating for the City/HOCM
- Monitoring contracts
- Attending meetings
- Overseeing transparent target budgeting/estimates
- Tracking project schedule
- Implementing document controls
- Participating in programming efforts
- Monitoring of value engineering efforts



- Providing regular progress and status reports to the City/HOCM team
- Reviewing DB applications for payment/invoices

GMP Negotiation

- Reviewing GMP set for compliance with Owner/HOCM Basis of Design
- Facilitating GMP contract negotiations
- Reviewing and facilitating negotiations of GMP proposal (GMP/budget cost, project schedule, labor rates, equipment costs, and GMP document set)
- Coordinating with City legal counsel and Pacifica Law Group including GMP amendment
- Supporting Owner/HOCM for City of Olympia Board Action approval

Phase 2 Services - Post-GMP Design (60-100%)

- Facilitating, advising, and supporting your team and the PDB team in the completion of design documents for permitting and construction of the project
- Advocating for the City/HOCM
- Monitoring contracts
- Attending meetings
- Overseeing transparent target budgeting/estimates
- Tracking project schedule
- Implementing document controls
- Participating in programming efforts
- Providing regular progress and status reports to the City/HOCM team
- Reviewing DB applications for payment/invoices
- Monitoring of Constructability Review efforts

Phase 2 Services - Construction

- Attending construction meetings
- Providing regular progress and status reports to the City/HOCM team
- Reviewing DB applications for payment/invoices
- Planning and overseeing project closeout requirements.
- Facilitating and managing Owner/HOCM responses to submittals, RFIs, and other construction communications
- Monitoring Construction Schedule developed by Design/Builder and monitoring construction progress and consulting with Design/Builder to develop corrective actions necessary to meet the contract completion date.
- Monitoring construction quality by reporting all deficiencies and making recommendations for corrective actions.
- Planning and managing cost control and change management processes (schedule or cost) including use of contingency and budget transfers - Parametrix will vetting, understanding, analyzing, making recommendations, seeking approval, amending contracts, and implementing the change.
- Providing construction observation site visits with observation report
- Providing oversight and review of testing and inspection data for compliance
- Communicating and supporting enforcement of safety programs
- Assisting the Owner in preparation and issuance of a Certificate of Substantial Completion for the Work, or a portion thereof.



- Coordinating and reviewing the punchlist
- Supporting and facilitating project closeout including reviewing as-builts and O&M manuals submitted by Design/Builder in compliance with the contract.

Reimbursables Allowance

 Mileage and other project expenses such as project related prints and postage for construction submittal reviews if needed.

Warranty

- Coordinating warranty work during warranty period to confirm Design/Builder fulfills obligations in a timely manner.
- Coordinating and facilitating one-year warranty walk to confirm any outstanding items to be resolved prior to end of warranty period including coordination with City of Olympia and HOCM maintenance staff.

Labor Contingency

Contingency authorized by Owner

Below is a summary of the project tasks and expected fees:

Phase	Start	Finish	Fee Budget
Phase 1 Services – Validation Pre-GMP Design (0-60%)	10/1/2025	5/5/2026	\$ 130,312
GMP Negotiation	5/6/2026	6/2/2026	\$ 19,509
Phase 2 Services - Post-GMP Design (60-100%)	6/3/2026	9/25/2026	\$ 93,345
Phase 2 Services - Construction	9/26/2026	1/4/2028	\$ 459,715
Warranty	1/5/2028	1/4/2029	\$ 14,297
Reimbursables Allowance @ 2.5%			\$ 17,929
Labor Contingency 2.5%			\$ 17,929
	\$ 753,037		
Potential Project Budget Increase (C	\$ 102,000		
TOTA	\$ 855,037		

Parametrix proposes that the above proposed fee be billed on an as-directed or as-required, hourly, not-to-exceed basis and will be invoiced monthly, with payment to be due on a net 30 basis. To provide flexibility and the ability to adapt to and fulfill the needs of the City of Olympia, HOCM and the project, Parametrix reserves the right to move budgeted fee around within identified tasks and subtasks and to add or delete tasks or subtasks, as necessary.

Parametrix will not exceed the total approved estimated fee budget without the written authorization of the City of Olympia. Parametrix will only bill for the actual level of effort



expended under this scope of services plus any related reimbursable expenses. Any fee budget not expended in the execution of services for this project will remain with the City of Olympia.

Parametrix appreciates the opportunity to provide this fee budget proposal for PDB Advisory, Owners Representative, and PM/CM Consultant Services related to the Hands On Children's Museum Expansion project. Please feel free to contact me if there are any questions regarding this proposal.

Sincerely,

Parametrix

Heather Hocklander Senior Project Manager (253) 312-7131

hhocklander@parametrix.com

cc: Project file

Jim Dugan, Parametrix Brittanie M, Parametrix Maggie Anderson, Parametrix Dan Cody, Parametrix

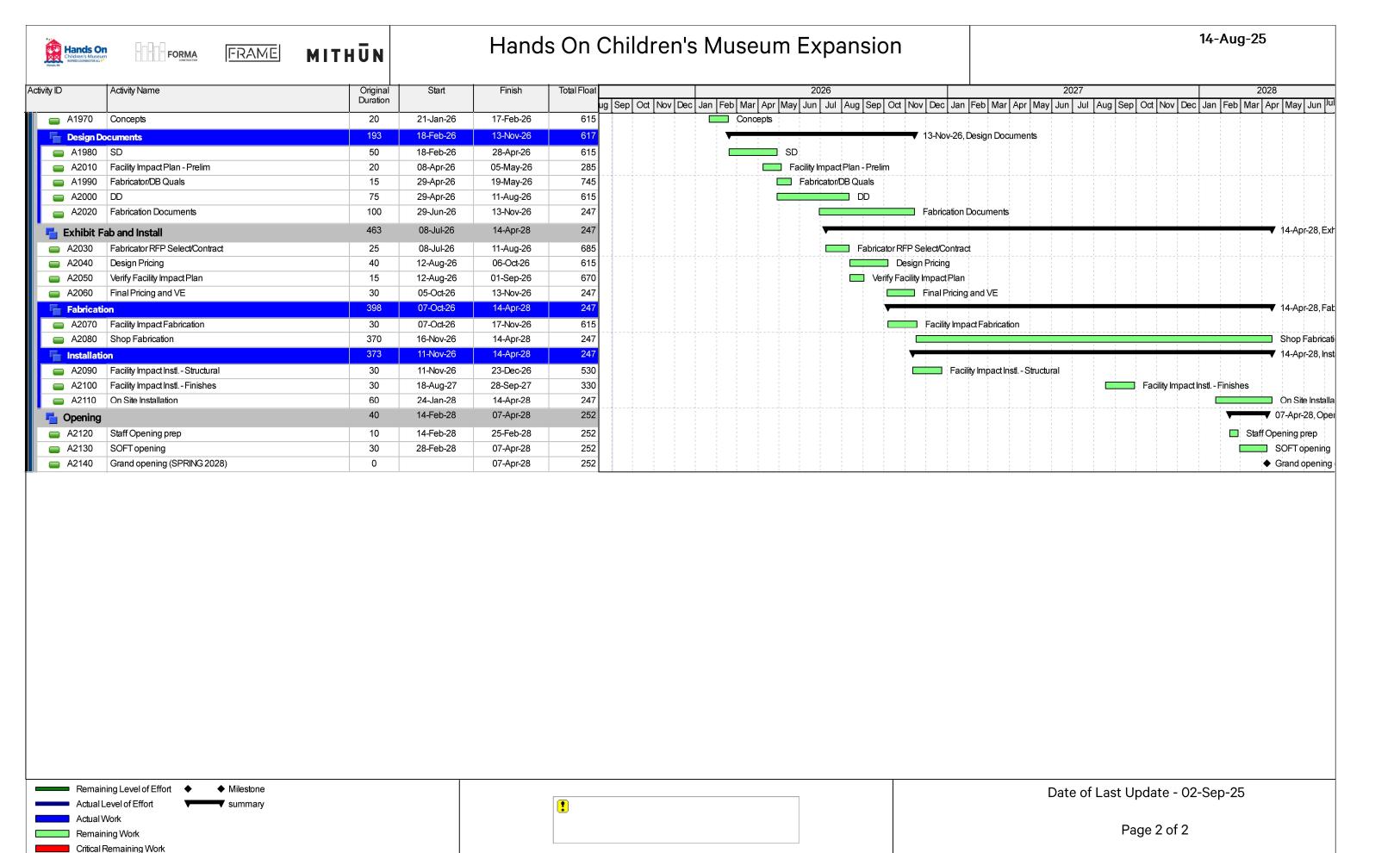
Attachments:

- Task #4, # 5, 6, 7, & 8 Fee Budget Exhibit: HOCM Expansion PDB Advisory, Owners Representative, and PM/CM Consultant Services
- Parametrix Staff Billing Rates for 2025 through 2028
- FORMA CPM HOCM Expansion Project Schedule dated August 14, 2025



FEE BUDGET EXHIE	BIT																													
Hands On Ch	nildrens Museum																													
Museum Expar	nsion - PDB Advisory, C	Owners Re	p, and PN	//CM Serv	ices																									
Rev 8/22/25																														
Total Project Budget (Est)	\$21,950,000																													
Construction Budget (Est)	\$14,000,000																													
APD & PM/CM SERVICES	S FEE BUDGET					PD Advisor- Jin				ent Mgr Dan C				ather Hocklande				rvation - TBD			Controls/Admin					Darlene Richter		Team		
						ner's Represent Total Bi	itative) illing Total			ruction Manage Billing		Hours		ruction Manage Billing	r) Total	Hours		on Manager II) Billing		Hours	(Project Contro Total				(Senior Projec Total	ct Accountant) Billing Tot	tal	Team Total		
Tasks of the Work		Start	Finish	Weeks	Per Week	Hours R	tate Cost	Per We	ek Hours	Rate	Cost	Per Week	Hours	Rate	Cost	Per Week	Hours	Rate	Cost	Per Week	Hours	Rate	Cost	Per Week	Hours	Rate Co	st	Costs		
2 DB Team Procurme	Approval - COMPLETED UNDER SEPARATE ent COMPLETED UNDER SEPARATE CON tiation and Approval - COMPLETED UNDER	ITRACT	RACT																									\$ \$	-	
	/alidation/Pre-GMP Design (0-60%) (2025)		12/31/2025	13			280.00 \$ -	. 2			\$ 7,020	12			\$ 34,320	0	0	\$180.00			52	\$140.00		0.5	6.5	\$130.00 \$			Phase 1 Services - Validation/Pre-GMP Design (0-60	
Phase 1 Services - V DB Advisory (2025) DB Advisory (2026)		1/1/2026 10/1/2025 1/1/2026	12/31/2025	18 13 18	1	13 \$	294.00 \$ - 280.00 \$ 3,64 294.00 \$ 5,29	40	36	\$283.50	\$ 10,206	12	216	\$231.00	\$ 49,896	0	0	\$189.00	\$ -	4	72	\$147.00	\$ 10,584	0.5	9	\$136.50 \$ 1	1,229	\$ 71,915 \$ 3,640 \$ 5,292	Phase 1 Services - Validation/Pre-GMP Design (0-60) DB Advisory (2025) DB Advisory (2026)	%) (2026)
																												\$ 130,31	Subtotal Design/Pre-Construction	
5 GMP Negotiation (2 DB Advisory (2026)		5/6/2026 5/6/2026	6/2/2026 6/2/2026	4			294.00 \$ 2,3 294.00 \$ 1,1		8	\$283.50	\$ 2,268	12	48	\$231.00	\$ 11,088	0	0	\$189.00	\$ -	4	16	\$147.00	\$ 2,352	0.5	2	\$136.50 \$	273	\$ 18,333 5 \$ 1,176 \$ 19,50	GMP Negotiation (2026) DB Advisory (2026) 9 Subtotal Bidding/GMP Negotiation Phase	
6 Phase 2 Services - P DB Advisory (2026)	Post-GMP Design (60-100%) (2026)	5/5/2026 5/5/2026		20 20			294.00 \$ - 294.00 \$ 5,88	2 80	40	\$283.50	\$ 11,340	12	240	\$231.00	\$ 55,440	2	40	\$189.00	\$ 7,560	4	80	\$147.00	\$ 11,760	0.5	10	\$136.50 \$ 1	1,365	\$ 5,880	Phase 2 Services - Post-GMP Design (60-100%) (2026) DB Advisory (2026) 5 Subtotal Design, Permitting & Bidding	6)
7 Phase 2 Services - C			12/31/2026	13			294.00 \$ -	. 1			\$ 3,686	12	156		\$ 36,036		195		\$ 36,855	4	52		\$ 7,644	0.5	6.5	\$136.50 \$			Phase 2 Services - Construction (2026)	
Phase 2 Services - C Phase 2 Services - C		1/1/2027 12/31/2027		52 1			308.70 \$ - 324.14 \$ -	1	52 1		\$ 15,479 \$ 313	12 12	624 12		\$ 151,351 \$ 3,056		780 15		\$ 154,791 \$ 3,126	4	208	\$154.35 \$162.07	\$ 32,105 \$ 648	0.5 0.5	26 0.5	\$143.33 \$ 3 \$150.49 \$	3,726 75	\$ 357,453 \$ 7,218	Phase 2 Services - Construction (2027)	
DB Advisory (2026) DB Advisory (2027)		9/25/2026 1/1/2027	12/31/2026 12/31/2027	13 52			294.00 \$ 1,93 308.70 \$ 8,03																					\$ 1,911 \$ 8,026	DB Advisory (2026) DB Advisory (2027)	
DB Advisory (2028)		12/31/2027		1			324.14 \$ 32																					\$ 459,71		
8 Warranty		1/4/2028	1/4/2029	52			324.14 \$ -	. 0		\$312.56	\$ -	1	52	\$254.68	\$ 13,243	0	0	\$208.37	\$ -	0.125	6.5	\$162.07	\$ 1,053	0	0	\$150.49 \$	-	\$ 14,297 8		
						96.5			176				1504				1030				490.5				60.5				7 Subtotal Design/Pre-Construction Phase	
Anticipated Project Duratio	on (Not including Warranty Phase)	10/1/2025	1/4/2028		Average hrs/wk	96.5 0.82	\$ 28,60		176 /wk 1.49		\$ 50,311	Average hrs/w	1504 k 12.75		\$ 354,431	Average hrs/wk	1030 8.73		\$ 202,332	Average hrs/wk	490.5 4.16		\$ 73,427	Average hrs/wh	60.5 0.51	\$ 8	3,400	\$ 717,502		
PMX FEE BUDGET SUMM	1ARY			Total	Total Cost																									
118	Total duration in weeks not including the				k Per Task																									
27.2 2.27	Total duration in months not including the Total duration in years not including the		!	1 2	PRC DB	Application & Team Procurer																								
3358 28.5	Total labor hours Average hours per week			3			tiation and Appro																							
71%	Overall FTE %			5	\$ 19,509 GM	P Negotiation																								
\$ 213.70	Blended billing rate				\$ 93,345 Pha \$ 459,715 Pha			n (60-100%)																						
\$ 717,502	Total labor cost	0.250/ -611		8	\$ 14,297 Wa	rranty																								
\$ 17,938 \$ 17,938	Reimbursables allowance for non-labor Labor Contingency @ 2.5% of total labor		Lai IdDUI		\$ 717,177																									
	Proposed PMX Fee Budget																													
3.4%	Of Total Project Budget																													
	oject Increase due to Federal Grants - up to	o \$3m																												
\$ 102,000.00																														
	no later than 9/30/25.																													
2.) Progressive Des 3.) Design Phase of	sign Build delivery. f 12 1/2 months, including Permitting of 5 r	months.																												
4.) Construction Ph	nase of 15 months, exclusive of warranty pe	eriod and soil reme																												
	CM role averaging 12 hours/week during d nstruction Observation role averaging 15 ho			nstruction.																										
7.) Substantial devia	ations in the durations and/or levels of effo	ort identified in this	s fee budget may		fee budget and an an	nendment to ou	ur contract.																							
	nly for work related to the Museum Expans f billing rates will increase (by approximate				ndicated in the sprea	dsheet above fo	or each year.)																							
10.) Subsequent pro	ojects for work related to other Hands On	Museum projects v	would require ad	ditional, separate fe	ees and an amendme	nt to our contra	act.	6.45																						
	erves the right to move fee budget betwee budget and will not be tracked by the Owr			y to best serve the i	needs of Olympia Hai	nds on Museum	n. As such, this b	udget is																				+		
	not exceed the proposed fee budget with																													
																												+		
																									_			<u> </u>		

Children's Museus Royatto Lianguage of page 4.	FRAME MIT	HŪN		Hand	s On C	Children's Museum Expansion	4-Aug-25
Activity ID	Activity Name	Original	Start	Finish	Total Float	2026 2027	2028
		Duration			uç	ig Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec J	
HOCM E	xpansion 2025 08 13	684	02-Sep-25	14-Apr-28	247		▼ 14-Apr-28,H0
☐ DB Procu	rement	71	02-Sep-25	10-Dec-25	860	▼ 10-Dec-25, DB Procurement	
A1550	Design-Build Notice to Proceed for Initial Services	0	02-Sep-25		931	◆ Design-Build Notice to Proceed for Initial Services, 02-Sep-25	
A1570	City of Olympia legal Counsel review/Board Process of D/B Ph.	42	15-Sep-25*	11-Nov-25	880	City of Olympia legal Counsel review/Board Process of D/B Ph. 1 Fees	
A1580	City of Olympia Board Approval of Ph.1 (Pre-GMP) Fees and A	0	30-Sep-25*		911	◆ City of Olympia Board Approval of Ph.1 (Pre-GMP) Fees and Agreement, 30-Sep-25*	
A 1590	Execute DBAgreement w/Ph. 1 Service for Design & Constructi	0	30-Sep-25*		911	◆ Execute DBAgreement w/Ph. 1 Service for Design & Construction, 30-Sep-25*	
a A1600	Design-Build Notice to Proceed for Ph 1	0	10-Dec-25*		860	◆ Design-Build Notice to Proceed for Ph 1, 10-Dec-25*	
Ph. 1: Pre	Design Through Design Development	185	17-Sep-25	02-Jun-26	735	▼ 02-Jun-26, Ph. 1: Pre-Design Through Design Development	
A1540	Validation Phase	60	17-Sep-25*	09-Dec-25	-1	Validation Phase	
A1560	Schematic Design & Design Development (0-60% Design)	105	10-Dec-25*	05-May-26	-1	Schematic Design & Design Development (0-60% Design)	
A1640	Negotiate GMP for Phase 2 Services	20	06-May-26*	02-Jun-26	735	Negotiate GMP for Phase 2 Services	
Ph. 2: Fina	al Design , Permitting & Construction	583	21-Jan-26	14-Apr-28	247		▼ 14-Apr-28, Ph
Permittii		112	04-May-26	06-Oct-26	645	▼ 06-Oct-26, Permitting	
= A1400	Permit Documents (60-80% Design)	40	04-May-26*	26-Jun-26	247	Permit Documents (60-80% Design)	
A1480	Site Improvements Permitting	50	06-May-26	14-Jul-26	-1	Site Improvements Permitting	
A1430	Permitting	70	01-Jul-26*	06-Oct-26	645	Pémitting	
A1470	Construction Documents (80-100%)	40	03-Aug-26*	25-Sep-26	652	Construction Documents (80-100%)	
- Construc	<u> </u>	395	15-Jul-26	18-Jan-28	310		■ 18-Jan-28, Construction
Site Impr		65	15-Jul-26	13-Oct-26	-1	▼ 13-Oct-26, Site Improvements	
A1650	Mobilization/SWPPP	10	15-Jul-26	28-Jul-26	-1	Mobilization/SWPPP	
A1670	Soil Remediation	10	29-Jul-26	11-Aug-26	-1	Soil Remediation	
A1960	Soil Stabilization	25	12-Aug-26	15-Sep-26	-1	Soil Stabilization	
■ A1680	UG Utilities	20	16-Sep-26	13-Oct-26	-1	UG Utilities	
Structure		150	14-Oct-26	11-May-27	-1	▼ 11-May-27,Structure	
A1690	Foundation/SOG	50	14-Oct-26	22-Dec-26	-1	Foundation/SOG	
	Structural Erection/Framing	70	23-Dec-26	30-Mar-27	-1	Structural Erection/Framing	
A 1790	Exterior Shell Finishes/Roof/Openings	50	03-Mar-27	11-May-27	-1	Exterior Shell Finishes/Roof/Openings	
MEP		100	12-May-27	28-Sep-27	390	▼ 28-Sep-27,MEF	
A1800	MEP Rough In	70	12-May-27	17-Aug-27	-1	MEP Rough In	
a A1810	MEP finish trim	30	18-Aug-27	28-Sep-27	390	MEP finish trim	
Finishes		130	12-May-27	09-Nov-27	-1	09-Nov-2	27, Finishes
A 1860	Insulation and Vapor Barrier	20	12-May-27	08-Jun-27	19	Insulation and Vapor Barrier	
— A1870	GWB HTF	30	07-Jul-27	17-Aug-27	-1	GWBHTF	
📥 A1880		20	18-Aug-27	14-Sep-27	-1	Paint	
📥 A1890	Interior Finishes	40	15-Sep-27	09-Nov-27	-1	Interior Fi	inishes
Closeout		50	10-Nov-27	18-Jan-28	310		■ 18-Jan-28, Closeout
	Test and Balance	20	10-Nov-27	07-Dec-27	-1		tand Balance
	Punchlist and Final Clean	30	08-Dec-27	18-Jan-28	310		Punchlist and Final Clean
	Commissioning	20	08-Dec-27	04-Jan-28	-1		Commissioning
A1950	City Final/Building Handover	0		04-Jan-28*	-1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	City Final/Building Handover,
Exhibit D	esign	213	21-Jan-26	13-Nov-26	617	▼ 13-Nov-26, Exhibit Design	
Actual L					:	Date of Last Update - 02-9	Sep-25
	ning Work Remaining Work					Fage 1012	





City of Olympia – Hands On Children's Museum Expansion PDB Advisory, Owner's Advisory Services, and PM/CM Services

Parametrix 2025 Staff Billing Rates

	Proposed	2025
Role	Staff Member(s)	Billing Rate
PIC/APD Advisor	Jim Dugan	\$280.00/hr.
APD Manager	Dan Cody	\$270.00/hr.
Project Manager/Constr. Mngr.	Heather Hocklander	\$220.00/hr.
Construction Observation	TBD	\$180.00/hr.
Project Controls/Admin Support	Brittanie McDonnell	\$140.00/hr.
Senior Project Accountant	Darlene Richter	\$130.00/hr.

2026 Staff Billing Rates

•	Proposed	2026
Role	Staff Member(s)	Billing Rate
PIC/APD Advisor	Jim Dugan	\$294.00/hr.
APD Manager	Dan Cody	\$283.50/hr.
Project Manager/Constr. Mngr.	Heather Hocklander	\$231.00/hr.
Construction Observation	TBD	\$189.00/hr.
Project Controls/Admin Support	Brittanie McDonnell	\$147.00/hr.
Senior Project Accountant	Darlene Richter	\$136.50/hr.

2027 Staff Billing Rates

•	Proposed	2027
Role	Staff Member(s)	Billing Rate
PIC/APD Advisor	Jim Dugan	\$308.70/hr.
APD Manager	Dan Cody	\$297.68/hr.
Project Manager/Constr. Mngr.	Heather Hocklander	\$242.55/hr.
Construction Observation	TBD	\$198.45/hr.
Project Controls/Admin Support	Brittanie McDonnell	\$154.35/hr.
Senior Project Accountant	Darlene Richter	\$143.33/hr.

2028 Staff Billing Rates

	Proposed	2028
Role	Staff Member(s)	Billing Rate
PIC/APD Advisor	Jim Dugan	\$324.14/hr.
APD Manager	Dan Cody	\$312.56/hr.
Project Manager/Constr. Mngr.	Heather Hocklander	\$254.68/hr.
Construction Observation	TBD	\$208.37/hr.
Project Controls/Admin Support	Brittanie McDonnell	\$162.07/hr.
Senior Project Accountant	Darlene Richter	\$150.49/hr.

^{1.} Billing rates are for the calendar year and show an increase of 5% per year, effective January 1st of each following year.



Exhibit C STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance

by the use of at least two of the measures specified above.	
MKM	9/30/2025
(Signature)	(Date)
Matt Kastberg	
Print Name of Person Signing	
Alternative Section for Sole Proprietor: I am a sole proprie agree not to discriminate against any client, or any future e	

(Date)

(Sole Proprietor Signature)

Exhibit D EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

Parametrix, Inc.	
Consultant Name	
WKM	Matt Kastberg
Signature	Name (please print)
9/30/2025	Regional Division Manager
Date	 Title