



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501
Information: 360.753.8441

Tuesday, February 3, 2026

6:00 PM

Council Chambers, Online and
Via Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_4DD3DoeTRxuYXEtsiBxxkw

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [26-0093](#) Special Recognition - Proclamation Recognizing Black History Month

Attachments: [Proclamation](#)

3. PUBLIC COMMENT

(Estimated Time: 0-30 Minutes) (Sign-up Sheets are provided in the Foyer.)

During this portion of the meeting, community members may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these two areas: (1) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (2) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to two (2) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [26-0095](#) Approval of January 27, 2026 Olympia City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [26-0100](#) Approval of the Community Livability and Public Safety Committee 2026 Work Plan

Attachments: [Draft 2026 Work Plan](#)

4.C [26-0099](#) Approval of the Finance Committee 2026 Work Plan

Attachments: [Draft 2026 Work Plan](#)

4.D [26-0089](#) Approval of the Land Use and Environment Committee 2026 Work Plan

Attachments: [Draft 2026 Work Plan](#)

4.E [26-0091](#) Approval of a Resolution Authorizing an Amendment to the Design Build Agreement with FORMA Construction for the Hands On Children's Museum Expansion Project

Attachments: [Resolution](#)

[Contract Amendment](#)

[Vicinity Map](#)

4.F [26-0092](#) Approval of a Resolution Declaring an Emergency for Flooding at 28th Avenue

Attachments: [Resolution](#)

4. SECOND READINGS (Ordinances)

4.G [26-0072](#) Approval of an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street

Attachments: [Ordinance](#)

[Vicinity Map](#)

4. FIRST READINGS (Ordinances)

4.H [26-0054](#) Approval of an Emergency Ordinance Amending Chapter 2.14 of the Olympia Municipal Code, Terminating the Olympia Municipal Court, Declaring an Emergency, and Establishing an Immediate Effective Date - FIRST AND FINAL READING

Attachments: [Ordinance](#)

4.I [26-0094](#) Approval of an Emergency Ordinance Amending OMC Chapters 10.16 and 10.20 Related to Parking to Support the Transition to Thurston County District Court, Declaring an Emergency, and Establishing an Immediate Effective Date-FIRST AND FINAL READING

Attachments: [Ordinance](#)

5. PUBLIC HEARING - None

6. OTHER BUSINESS - None**7. CONTINUED PUBLIC COMMENT**

(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes)

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**9. CITY MANAGER'S REPORT AND REFERRALS****10. EXECUTIVE SESSION**

- 10.A** [26-0069](#) Executive Session Pursuant to RCW 42.30.110(1)(g) - Personnel Matter
(City Manager's Performance Evaluation)

10. ADJOURNMENT

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Assistant to the City Manager at 360.753.8441 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Council

Special Recognition - Proclamation Recognizing Black History Month

Agenda Date: 2/3/2026
Agenda Item Number: 2.A
File Number:26-0093

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Proclamation Recognizing Black History Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim February as Black History Month in the City of Olympia.

Report

Issue:

Whether to proclaim February as Black History Month in the City of Olympia.

Staff Contact:

Olivia Salazar de Breaux, Culture and Belonging Manager, Parks, Arts and Recreation, 360.753.8343

Presenter(s):

Javoen Byrd, Executive Director, The Hawk Foundation for Research and Education in African Culture

Antonio McClinton Sr., Student Mentor Coordinator, Olympia School District

Background and Analysis:

Black History Month is an annual celebration of achievements by African Americans and a time for recognizing the central role of Black individuals in U.S. history. This celebration was initiated by Dr. Carter Godwin Woodson in February 1926 - as Black History Week - which was expanded and established as Black History Month in 1976. The Association for the Study of African American Life and History has named the 2026 Black History Month theme as "A Century of Black History Commemorations."

Olympia has a long history of celebrating and supporting the diversity of all its community members and visitors. In February 2022, the City of Olympia partnered with the Hawk Foundation for Research and Education in African Culture to host the first annual Olympia Black History Month Celebration. This year the City is pleased to sponsor a Black History Month event hosted by the Hawk Foundation

Type: recognition **Version:** 1 **Status:** Recognition

in partnership with the Olympia School District on February 20, 2026 from 9:00 a.m. to 3:00 p.m. at the Washington Center for the Performing Arts.

Climate Analysis:

No impacts to any of the climate mitigation sectors.

Equity Analysis:

This recognition raises awareness about the sacrifices, contributions, and achievements made by generations of African Americans and Black community members here in the Pacific Northwest and across the nation. This recognition benefits Olympia residents as well as those in neighboring communities by increasing a sense of belonging and inclusion.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, the City of Olympia recognizes the importance of honoring the history, heritage, and achievements of African Americans and Black communities whose contributions have shaped our nation and local community; and

WHEREAS, in 1915, Dr. Carter Godwin Woodson, a noted scholar and son of formerly enslaved people, founded the Association for the Study of African American Life and History and initiated Black History Week on February 12, 1926, which later expanded and was established as Black History Month in 1976; and

WHEREAS, Black History Month provides an opportunity to recognize and celebrate the many contributions and accomplishments of African Americans and Black community members across all fields, including the arts, education, science, civil rights, labor, healthcare, technology, and the economy, while also reflecting on the continued need to dismantle racism and strengthen our democratic ideals; and

WHEREAS, the 2026 Black History Month theme, “A Century of Black History Commemorations,” marks one hundred years since the founding of Black History Week, honoring a century of collective efforts to research, preserve, and celebrate African American history, culture, labor, and contributions, and reaffirming the ongoing importance of education, truth-telling, and equity; and

WHEREAS, as part of this century of Black history commemorations, notable African American leaders have shaped Olympia’s history through transformative work in education and community-building, including Dr. Maxine Buie Mimms, an internationally recognized educator, civil rights leader, and founder of The Evergreen State College’s Tacoma Campus. Recognizing that Tacoma’s Hilltop residents needed access to higher education, Dr. Mimms started teaching out of her home before formerly establishing the Tacoma Campus in 1982. Dr. Mimms’ decades of leadership expanded access to higher education for working adults and historically excluded communities, strengthened pathways to economic mobility, and cultivated generations of leaders committed to equity, justice, and public service; and

WHEREAS, the City of Olympia continues to take steps to honor African American and Black history and presence in the community. These efforts include community engagement and planning for Rebecca Howard Park, named for one of Olympia’s earliest African American business pioneers. Together, these actions reflect the City’s broader commitment to recognizing Black stories and contributions in our public spaces and collective memory; and

WHEREAS, it is important to honor the achievements, joy, and resilience of African Americans and Black community members while also acknowledging the ongoing collective work required of every community member to ensure equal opportunity for all, recognizing the lasting impacts of systemic racism rooted in slavery, segregation, mass incarceration, police brutality, and health and economic inequities; and

WHEREAS, the City of Olympia remains committed to fostering an inclusive, diverse, and equitable community in which all residents are respected, honored, and valued;

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim the month of February 2026 as

BLACK HISTORY MONTH

in the City of Olympia and encourages all Olympians to recognize and honor the African American experience and to work toward a community and nation where all people have equal opportunity to thrive.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 3RD DAY OF FEBRUARY 2026.

OLYMPIA CITY COUNCIL

***Dontae Payne
Mayor***



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of January 27, 2026 Olympia City Council Meeting Minutes

Agenda Date: 2/3/2026
Agenda Item Number: 4.A
File Number:26-0095

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of January 27, 2026 Olympia City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501
Information: 360.753.8441

Tuesday, January 27, 2026

6:00 PM

Council Chambers, Online and Via
Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN__FnxjevqSSG90FVBdvqqPQ

1. ROLL CALL

Present: 7 - Mayor Dontae Payne, Mayor Pro Tem Yến Huỳnh, Councilmember Dani Madrone, Councilmember Robert Vanderpool, Councilmember Clark Gilman, Councilmember Kelly Green and Councilmember Paul Berendt

1.A ANNOUNCEMENTS

Mayor Payne condemned recent deaths linked to federal immigration enforcement, calls the administration's approach inhumane, and urges accountability. He shared that coordination of local efforts are underway to coordinate officials, protect residents and public employees, clarify sanctuary city policies, and prepare lawful, collective responses to federal actions to ensure community safety.

The Mayor also updated the public on his January 14 remarks, clarifying that the City is only beginning work on a potential plan to close Olympia's last encampment, known as the Jungle. He emphasized that no decisions or timelines have been set and that the City will collaborate with regional, nonprofit, and service provider partners as planning gets underway.

1.B APPROVAL OF AGENDA

1.C CONSIDERATION OF A RESOLUTION EXPRESSING COUNCIL SUPPORT OLYMPIA SCHOOL DISTRICT No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy

******THE PUBLIC WILL BE GIVEN AN OPPORTUNITY TO SPEAK AT THIS TIME FOR OR AGAINST THIS LEVY******

[26-0077](#)

Consideration of a Resolution Expressing City Council Support for Olympia School District No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy

Assistant City Manager Sullivan shared an overview of Proposition 1 - Technology and

Capital Projects Replacement Levy.

Mayor Payne opened the hearing at 6:07 p.m. The following people spoke: Patrick Murphy, Terry Ballard, Erica Larry, and Ryan Betz. Mayor Payne closed the hearing at 6:18 p.m.

Councilmember Green moved, seconded by Councilmember Madrone, to adopt the Resolution expressing City Council support for the Olympia School District No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy. The motion carried by the following vote:

Aye: 7 - Mayor Payne, Mayor Pro Tem Huynh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

SPECIAL RECOGNITION - None

3. PUBLIC COMMENT

The following people spoke: Dwayne Slate, Heather Pence, Victoria Harmon, Rita Robison, Sam Hunt, Margaret Knudson, Lynn Fitz-Hugh, Charlotte Parsons, Karen Fraser, Mag Pollicino, Natasha Hayes, Grace Fletcher, Holly Gadbow, Kathy McCormick, Terry Ballard, Jaden, Bob Jacobs, Krag Unsoeld, Maryanne Thompkins, Teresa Jennings, David Webb, Doug Levy, Julie Frick, Colin Bartlett, and Sue Lean.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

4.A [26-0085](#) Approval of January 13, 2026 Olympia City Council Meeting Minutes

The minutes were adopted.

4.B [26-0083](#) Approval of the 2026 Council Meeting Calendar and Committee Assignments

The decision was adopted.

4.C [26-0073](#) Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for Stormwater Permit Compliance

The resolution was adopted.

4.E [26-0082](#) Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for the Puget Sound National Estuary Program Stormwater Strategic Initiative Lead for a Peak Flow Reduction Project

The resolution was adopted.

- 4.D [26-0081](#) Approval of a Resolution Authorizing Agreements With Forma Construction Company and Saybr Contractors Inc. for Job Order Contracting Services

The resolution was adopted.

4. SECOND READINGS (Ordinances)

- 4.F [26-0015](#) Approval of an Ordinance Amending Olympia Municipal Code Related to Development Code Updates to Support Urban Agriculture

The ordinance was adopted on second reading.

4. FIRST READINGS (Ordinances)

- 4.G [26-0072](#) Approval of an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street

The ordinance was approved on first reading and moved to second reading to the City Council due back on 2/3/2026

Approval of the Consent Agenda

Mayor Pro Tem Huỳnh moved, seconded by Councilmember Berendt, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 7 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [26-0060](#) Approval of Park Names for the Properties known as “The Olympia Armory”, “Yelm Highway Community Park” and “Kaiser Woods Park”

Director of Parks Planning & Maintenance Laura Keehan reviewed the proposed names for three Olympia park properties following a public process and committee review.

The Olympia Armory is proposed to be renamed the Daley Arts Center, reflecting its transformation into a creative arts campus. The Yelm Highway Community Park would be renamed Jolene Unsoeld Community Park. Kaiser Woods Park will be renamed Marj Yung Park, honoring a respected community figure.

The names were recommended by the Community Livability and Public Safety Committee after public input and testimony, including strong support for honoring Marj Yung.

Councilmember Berendt moved, seconded by Councilmember Vanderpool moved to approve the recommended official names for the park properties known as The Olympia Armory, Yelm Highway Community Park, and Kaiser Woods Park to Daley Arts Center, Jolene Unsoeld Community Park, and Marj Yung Park. The motion carried by the following vote:

Aye: 7 - Mayor Payne, Mayor Pro Tem Huynh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

7. CONTINUED PUBLIC COMMENT

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Burney reported on meetings and events he attended.

10. ADJOURNMENT

The meeting adjourned at 8:50 p.m.



City Council

Approval of the Community Livability and Public Safety Committee 2026 Work Plan

Agenda Date: 2/3/2026
Agenda Item Number: 4.B
File Number:26-0100

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of the Community Livability and Public Safety Committee 2026 Work Plan

Recommended Action

Committee Recommendation:

The Community Livability and Public Safety Committee met on Wednesday, January 28 and unanimously approved the 2026 Work Plan and directed staff to forward to the full Council for approval.

City Manager Recommendation:

Move to approve the 2026 Community Livability and Public Safety Committee Work Plan.

Report

Issue:

Whether to approve the 2026 Community Livability and Public Safety Committee Work Plan.

Staff Contact:

Debbie Sullivan, Assistant City Manager, 360.753.8499

Presenter(s):

Debbie Sullivan, Assistant City Manager

Background and Analysis:

Each year, all Council Committees develop an annual work plan which is forwarded to the full Council for approval. The Committee developed the work plan based on the priority items identified at the 2026 City Council retreat on January 10.

Highlights of the Committee's 2026 work plan include: recruiting, interviewing, and recommending appointments to Council for advisory boards, committees, and commissions; discussing recommendations to enhance engagement with Council Appointed Advisory bodies, including the Parking & Business Improvement Area Board; and discussing pedestrian safety and potential tools to reduce speeding.

The 2026 work plan allows time throughout the year to respond to emerging issues. Meetings are

held on the fourth Wednesday of every month starting at 5:30 pm. However, additional meetings will be scheduled in March to interview candidates to fill vacancies on several Council advisory boards, committees, and commissions.

Climate Analysis:

The Climate Framework analysis will be completed for the individual work plan items being presented to the Committee throughout the year.

Equity Analysis:

The Equity Framework analysis will be completed for the individual work plan items being presented to the Committee throughout the year.

Neighborhood/Community Interests (if known):

Items on the Community Livability and Public Safety Committee are of high interest to the community and Council-appointed advisory committees. These will be highlighted by staff when the work plan item is presented to the Committee.

Financial Impact:

Funding impacts will be discussed when the individual work plan items are presented to the Committee.

Options:

1. Move to approve the 2026 Community Livability and Public Safety Committee Work Plan
2. Move to approve the 2026 Community Livability and Public Safety Committee, based on feedback from the City Council
3. Do not approve the 2026 Community Livability and reschedule for discussion at a future meeting.

Attachments:

2026 Community Livability and Public Safety Committee Work Plan

Community Livability and Public Safety Committee

2026 Work Plan

Updated January 28, 2026

Meeting Date and Time

4th Wednesday of the Month

5:30 PM - all meetings are virtual, unless noted otherwise

January 28

1. Review and Approve a Development Plan for Rebecca Howard Park (Sylvana Niehuser, Parks)
2. Update on the Parking & Business Improvement Area Evaluation (Jennica Machado, CPED)
3. Advisory Committee Interview Update (Stacey Ray, CMO)
4. Approval of the 2026 Work Plan (Debbie Sullivan, CMO)

February 25

1. Recommendation on Community Development Block Grant (CDBG) Project Year 2026 Funding Proposal (Jacinda Steltjes, CPED)
2. Approval of the 2026 Youth Council Work Plan (Susan Grisham, CMO)
3. Recommendations on Council Appointed Advisory Bodies (Stacey Ray, CMO)

March 4 – **SPECIAL MEETING**

1. Interview Candidates for Advisory Body Vacancies (Stacey Ray, CMO)

March 5 – **SPECIAL MEETING**

1. Interview Candidates for Advisory Body Vacancies (Stacey Ray, CMO)

March 25

1. Review and approve Entranceway Signage Design Concepts
2. Recommendations on Parking & Business Improvement Area Board (Jennica Machado, CPED)

April 22 (**need to reschedule**)

1. Review Advisory Body Work Plans (Stacey Ray, CMO) – **can reschedule to March**
2. Public Safety Update - Police (Chief Parker, OPD)
3. Public Safety Update – Fire (Chief Morris, OFD)

May 27

1. Recommendation of Community Development Block Grant (CDBG) Program Year 2025 Annual Action Plan Allocations (Anastasia Everett, CPED)
2. Inspire Olympia Funding Recommendations (Marygrace Goddu, CPED)

June 24

1. Meeting with the Council Appointed Advisory Body Chairs (Stacey Ray, CMO) – **IN PERSON**

July 22

- 1.

August 26

1. Update on Pedestrian Safety and Tools to Reduce Speeding (Mark Russell, PW)
- 2.

September 23

1. Public Safety Update – Police (Chief Parker, OPD)
2. Public Safety Update – Fire (Chief Morris, OFD)

October 28

1. Discussion of 2026 Work Plan Topics

November 26 – *may reschedule*

December 24 – *may reschedule*

Items to be Scheduled

1. Parks Naming Process (Sylvana Nieheuser, Parks)*
2. Discuss actions to strengthen Sister City relationship with Kato Japan (Susan Grisham, CMO)*
3. Develop Approaches to Addressing Experiences of Discrimination (Stacey Ray, CMO)*
4. Olympia Strong Implementation Strategy (Jennica Machado, CPED)*
5. Thurston County District Court Interlocal Agreement (Debbie Sullivan, CMO)
6. Just Serve City Opportunity

** Items will be scheduled based on project timing*



City Council

Approval of the Finance Committee 2026 Work Plan

Agenda Date: 2/3/2026
Agenda Item Number: 4.C
File Number:26-0099

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of the Finance Committee 2026 Work Plan

Recommended Action

Committee Recommendation:

The Finance Committee met on Monday, January 26 and unanimously approved the 2026 Work Plan and directed staff to forward it to the full Council for consideration.

City Manager Recommendation:

Move to approve the 2026 Finance Committee Work Plan.

Report

Issue:

Whether to approve the 2026 Finance Committee Work Plan.

Staff Contact:

Mike Githens, Finance Director, 360.753.8465

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

The Finance Committee discussed their 2026 Work Plan on January 26th based on the priorities identified at the Council retreat held on January 9-10 and suggested items from the Finance Department.

Highlights of the 2026 Work Plan include presentations on CFP funding strategies, Investment Policy Updates, City building electrification plans, fleet electrification plans, Waste Resources Carpenter Road facility update and plans, 2025 financial audit and report update, update on investments, 2027 budget process and preparation, and monthly budget/finance spotlights.

Climate Analysis:

The Climate Analysis framework will be completed for the individual work plan items being presented to the Finance Committee throughout the year.

Equity Analysis:

The Equity Analysis framework will be completed for the individual work plan items being presented to the Finance Committee throughout the year.

Neighborhood/Community Interests (if known):

Items on the Finance Committee work plan will be of interest to the community and Council-appointed advisory committees, commissions and boards.

Financial Impact:

Financial impacts will be discussed when the individual work plan items are presented to the Finance Committee.

Options:

1. Move to approve the 2026 Finance Committee Work Plan.
2. Move to approve the 2026 Finance Committee Work Plan based on feedback from the Council.
3. Do not approve the 2026 Work Plan and direct staff to work with the Finance Committee to develop a revised work plan for further consideration.

Attachments:

Draf 2026 Work Plan

**Finance Committee 2026 Workplan
4:30 p.m.**

Date	Room	Action	Agenda Item	Staffer	Presenter	Notes
Jan 19th	N/A	N/A	HOLIDAY			
Jan 26th	Chambers	Information Discussion Discussion	Budget Spotlight: Color of Money 2026 Finance Committee Work Plan	Joan Lutz	Michael Githens	
Feb 16th	N/A	N/A	HOLIDAY			
Feb 23rd	Chambers	Information Discussion Discussion	Budget Spotlight: Quarterly Report Items-the 'buckets' Fire CFP Funding Strategy Investment Policy	Matt Morris, Chief Michael Githens	Matt Morris, Chief Michael Githens	
Mar 16th	Chambers	Information Discussion	Budget Spotlight: History CP&D, Fire Fleet, Facilities-Sharing the cost across all bridges Waste ReSources - Carpenter Facility Update	Mark Russell	Mark Russell	
Apr 20th	Chambers	Information Discussion Discussion Discussion	Budget Spotlight: Indirect Cost Allocation City Building Electrification Plan Fleet Electrification Plan Discuss Preliminary Estimated 2025 Year-End	Eli Cole Thanh Jeffers Joan Lutz	Jeff Johnstone Thanh Jeffers Michael Githens	
May 18th	Chambers	Information Discussion Discussion	Budget Spotlight: CFP 2027 Budget Process and Preparation Levy Information: History, Current, Limitations	Jay Burney Michael Githens	Jay Burney Jay Burney	
Jun 15th	Chambers	Information Discussion Discussion	Budget Spotlight: City-Wide Debt City Investments Briefing 2026 Finance Committee Work Plan Update	Kensey Wang Kensey Wang Joan Lutz	Kensey Wang Government Portfolio Advisors Michael Githens	
Jul 20th	Chambers	Information Information Information	Budget Spotlight: B&O Online Tax Software Update 2025 Financial Audit History of the Washington Center Funding	Michael Githens Kensey Wang	Michael Githens Kensey Wang	
Aug 17th	Chambers	Information Information Discussion	Budget Spotlight: Preliminary Capital Facilities Plan, 2027-2032 Finance Plan Briefing 2027 Preliminary Operating Budget Update	Casey Schaufler Joan Lutz	Casey Schaufler Michael Githens	
Sep 21st	Chambers	Information Discussion Discussion	Budget Spotlight: Preliminary Review of the 2027 Utility Rates, General Facility Charges, Impact Fees, Parking Fee Rates and Special Revenues Including Inspire Olympia, Lodging Tax, Parking & Business Improvement Area (PBIA) and Housing/Homeless Response Program Budgets 2027 Proposed Budget Update	Joan Lutz Joan Lutz	Various Internal Presenters Michael Githens	
Oct 19th	Chambers	Information Information	Budget Spotlight: 2027 Property Tax Update Washington Center for the Performing Arts annual report	Joan Lutz Jennica Machado	Joan Lutz Jill Barnes	
Nov 16th	Chambers	Information Recommendation Discussion	Budget Spotlight: Consideration of the Recommended 2027 Preliminary Operating, Special Funds, and Capital Budget for Final Budget Balancing 2027 Finance Committee Work Plan and Schedule Discussion	Joan Lutz Joan Lutz	Michael Githens Michael Githens	
Dec 21st	Chambers		If Needed			

2026 Unscheduled Work Items						
			Agenda Item	Staffer		Notes
			Fire Apparatus Reserve	Matt Morris, Chief		
			JASCOM Facility	Jay Burney		
			Economic Development Reserve Policy	Jennica Machado	Scope	

Finance Committee 2026 Workplan
4:30 p.m.

Date	Room	Action	Agenda Item	Staffer	Presenter	Notes
			Capital Facilities Plan - Update, Apparatus, 108 State, Library, Waste ReSources Maint Facility	Mark Russell		
			Priority Based Budgeting	Debbie Sullivan		Check with Debbie
			Percival Landing Rebuild			

DRAFT

FT



City Council

Approval of the Land Use and Environment Committee 2026 Work Plan

Agenda Date: 2/3/2026
Agenda Item Number: 4.D
File Number:26-0089

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of the Land Use and Environment Committee 2026 Work Plan

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee recommends approving their 2026 Work Plan.

City Manager Recommendation:

Move to approve the Land Use and Environment Committee 2026 Work Plan.

Report

Issue:

Whether to approve the Land Use and Environment Committee 2026 Work Plan.

Staff Contact:

Tim Smith, Director, Community Planning and Economic Development, 360.570.3915

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Land Use and Environment Committee (LUEC) annually recommends a program of work items to consider each year. The recommended LUEC Work Plan is attached. It contains items carried over from the 2025 Work Plan and aligns with the City Council annual work plan for 2026.

Climate Analysis:

This is a high-level summary of all the agenda items on the LUEC 2026 Work Plan. A more detailed analysis will be completed for each of the agenda items when they come before the LUEC.

Many of the agenda items in the proposed Work Plan include actions intended to specifically support climate action strategies. Many of the items focus on the transportation and land use sector by seeking and promoting ways for the City to accommodate future growth in denser land use patterns. Such patterns increase opportunities for community members to live closer to jobs and services, promoting non-automobile travel modes such as walking, biking and transit. These patterns also

reduce urban sprawl, preserving forest and agriculture outside the current city boundaries.

Equity Analysis:

This is a high-level summary of all the agenda items on the LUEC 2026 Work Plan. A more detailed analysis will be completed for each of the agenda items when they come before the LUEC.

Proposed agenda items will generally benefit existing and new community members and businesses with increased property values, greater stability in rental housing, opportunities to be closer to jobs and services with concurrent opportunities for reduced transportation costs, increased housing supply and variety, new programs to enhance energy efficiency of commercial buildings and decreased greenhouse gas emissions. Some community members may be burdened by additional construction near their home, likely increases in property taxes, and potentially more occupied on-street parking.

There are existing income, race, and homeowner/renter disparities between neighborhoods that could be exacerbated by some of the agenda items. To avoid this, intentional examination of these possibilities must be included, as well as specific actions to prevent or reverse those disparities.

Neighborhood/Community Interests (if known):

The agenda items on the Committee’s work plan are typically of interest to neighborhoods and the community.

Financial Impact:

Staff time on all items on the draft LUEC 2026 Work Plan is included in the City’s adopted 2026 budget. Individual work program items may have additional financial impacts that will be identified during LUEC consideration of those items.

Options:

1. Move to approve the Land Use and Environment Committee 2026 Work Plan.
2. Move to approve the Land Use and Environment Committee 2026 Work Plan with changes.
3. Take other action

Attachments:

Draft 2026 Work Plan

LAND USE AND ENVIRONMENT COMMITTEE 2026 WORK PLAN
Updated 1/23/2026

Meetings are on the fourth Thursday of the month starting at 4:00 PM unless otherwise noted. Meetings are held via Zoom with an in-person option available at City Hall.

Agenda Item	Staff Responsible	Agenda Item Type (Discussion or Recommendation)
January 22		
1. CPED 2026 Work Plan Update	Tim Smith	Discussion
2. LUEC 2026 Work Plan	Tim Smith	Recommendation
3.		
February 19 (third Thursday) Special Meeting Date		
1. Hearing Examiner Candidate Interviews	Tim Smith	Discussion
February 26		
1. Rent to Own/Tenant Opportunity to Purchase	Christa Lenssen	Discussion
2. Hearing Examiner Candidate Position Recommendations	Nicole Floyd	Recommendation
March 26		
1. 2025 EDDS Update	Steve Sperr	Recommendation
2. Manufactured Home Communities Preservation	Christa Lenssen	Discussion
3. Plum to Eastside St. Subarea Plan Scoping	Casey Schaufler	Discussion
April 23		
1. Affordable Housing Emergency Declaration	Jacinda Steltjes	Discussion
2. Miscellaneous Code Amendments	David Ginther	Recommendation
3. Rent to Own/Tenant Opportunity to Purchase	Christa Lenssen	Discussion
May 28		
1. Sidewalk Repair Policy	Max DeJarnatt	Recommendation
2. Subdivision Code Update	Casey Schaufler	Recommendation
3. Housing Related to 2026 Legislative Session	Christa Lenssen	Discussion
June 25		
1. Commercial Energy Code Amendments	Pamela Braff	Recommendation
2. Manufactured Home Communities Preservation	Christa Lenssen	Discussion
3. Critical Areas Ord./Periodic Update	Casey Schaufler/Nicole Floyd	Recommendation
July 23		
1. SEPA Categorical Exemptions	Nicole Floyd	Recommendation

2. Short-Term Rentals – Enforcement Procedures	CPED	Discussion
August 27		
1. Land Banking Strategy	Jacinda Steltjes	Discussion
September 24		
1. Code Concepts to Implement Climate Elements	Pamala Braff	Discussion (possible Recommendation)
2. Black Home Initiative	Christa Lenssen	Discussion
October 22		
1. Manufactured Home Communities Preservation	Christa Lenssen	Recommendation
2. Urban Forest Management Plan	Kym Foley	Discussion
December 17 (third Thursday) <i>(note: special meeting date; regular November and December meeting dates canceled)</i>		
1. CPED 2027 Work Plan	Tim Smith	Discussion
2. LUEC 2027 Work Plan	Tim Smith	Discussion
To Be Scheduled		
Evaluate Sea Level Rise Funding and Governance Approaches	Pamela Braff	Discussion
Elimination of Commercial Minimum Parking Standards	Casey Schaufler	Recommendation
Small Scale Commercial Dev/Home Occupation Standards	David Ginther	Recommendation
Mobile Food Regulations	Casey Schaufler	Discussion
Capital Mall Subarea Plan Code Changes	David Ginther	Discussion
Domestic Pets – Code Changes	Casey Schaufler	Discussion
Food System Plan	Parks, Arts and Rec.	Discussion
Downtown Commercial Vacancy Study	Jennica Machado	Discussion



City Council

Approval of a Resolution Authorizing an Amendment to the Design Build Agreement with FORMA Construction for the Hands On Children's Museum Expansion Project

Agenda Date: 2/3/2026
Agenda Item Number: 4.E
File Number:26-0091

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Authorizing an Amendment to the Design Build Agreement with FORMA Construction for the Hands On Children's Museum Expansion Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the City Manager to approve an amendment to the Progressive Design Build Contract with FORMA Construction in the amount of \$2,112,500.00 to complete Phase 1 Design for the Hands On Children's Museum Expansion Project and execute all documents necessary to complete Phase 1 Design work for the project.

Report

Issue:

Whether to approve a Resolution authorizing the City Manager to approve an amendment to the Progressive Design Build Contract with FORMA Construction in the amount of \$2,112,500.00 to complete Phase 1 Design for the Hands On Children's Museum Expansion Project and execute all documents necessary to complete Phase 1 Design work for the project.

Staff Contact:

Jim Rioux, Project Manager, Public Works Engineering, 360.753.8484

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Project

Olympia's Hands On Children's Museum (HOCM) is the most visited children's museum in the Pacific Northwest. The current facility serves over 300,000 annual visitors in a space that was designed for

212,000 occupants. The main building, constructed in 2011 and opened in 2012, encompasses 28,000 square feet across three stories including 12,000 square feet of exhibit space. The Outdoor Discovery Center consists of interactive outdoor exhibits on approximately a half-acre of site. This project will increase the facility's existing indoor square footage to accommodate more guests, add exhibits and outdoor learning experiences, make critical facility improvements to meet community needs, enhance early learning, attract more out-of-town visitors, improve the museum layout and flow for a better visitor experience, and align with best practices per square foot. Plans include a new arrival plaza, increasing outdoor exhibit space, a culinary classroom, a flexible event space and traveling exhibit gallery, additional preschool /daycare space and 40 new parking stalls.

Previous Council Action

05/19/2025 Finance Committee approved a funding strategy and bond sale for the expansion of the Hands On Children's Museum.

06/17/2025 City Council approved the funding strategy and bond sale for the expansion of the Hands On Children's Museum.

07/22/2025 City Council Approved a Resolution authorizing the purchase of real estate owned by the Port of Olympia for expansion of the Hands On Children's Museum.

10/27/2025 City Council Approved a Resolution authorizing the City Manager to execute all documents necessary to complete design and construction of the HOCM expansion project and specifically approved the Progressive Design Build Contract to complete phase 1 validation work for \$555,590.00.

Project Delivery Method

After researching other project delivery options, City and HOCM staff decided to utilize the Progressive Design Build (PDB) delivery method. The PDB method combines design build with a phased approach, emphasizing early collaboration and risk management.

Progressive Design Build Contract - Phase 1 Design

FORMA Construction has completed sufficient validation work to proceed to Phase 1- Design.

This amendment is limited to Phase 1 Design work which will advance the design a sufficient level to allow FORMA Construction to negotiate a Guaranteed Maximum Price (GMP) with the City.

Public Works will return to request authorization of the following phases of the project:

- Acceptance of the GMP and completion of remaining design work.
- Phase 2 - Construction.

Public Works may also return to request approval to initiate early work packages such as site remediation work to accelerate the overall project schedule.

Approval to proceed with Phase 1 Design does not obligate the City to proceed with subsequent phases of the project.

Climate Analysis:

Because we are at the very early stages of project design, the project team will be able to explore opportunities to reduce energy consumption.

Equity Analysis:

HOCM has traditionally offered generous discount programs for low-income families. Expansion of the museum will increase the access to the learning programs that are offered at the museum.

The PDB delivery method allows the City to establish ambitious targets for participation of disadvantaged and minority owned businesses.

There is currently no data available to further assess the impact on different demographic groups in our community.

A more thorough analysis will be performed early in the design process.

Neighborhood/Community Interests (if known):

Expansion of the HOCM will enhance an asset in the heart of downtown Olympia. The HOCM will be able to provide better learning opportunities for the community and people that visit our community.

Financial Impact:

The costs for design and construction will be funded primarily through an extension of the current Thurston County Public Facilities District (PFD). With the latest extension, the PFD will be able to provide sales tax revenue for HOCM through 2058. The City will issue a 30-year, \$20.5M revenue bond that will be paid back with the funds from the PFD. Additional funding sources that may contribute to the project include a direct Washington State appropriation for design, pending Federal funding, grant funding, private fundraising from businesses and individuals.

Options:

1. Move to approve a Resolution authorizing the City Manager to approve an amendment to the Progressive Design Build Contract with FORMA Construction in the amount of \$2,112,500.00 to complete Phase 1 Design for the Hands On Children's Museum Expansion Project and execute all documents necessary to complete Phase 1 Design work for the project. The project will proceed as planned.
2. Direct staff to renegotiate the agreement. This could significantly delay the project and increase project costs.
3. Agreement.

Attachments:

Resolution
Contract Amendment
Vicinity Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AMENDMENT NO. 2 TO THE PROGRESSIVE DESIGN BUILD CONTRACT
BETWEEN THE CITY OF OLYMPIA AND FORMA CONSTRUCTION COMPANY FOR THE
HANDS ON CHILDRENS MUSEUM EXPANSION PROJECT**

WHEREAS, the Hands On Children’s Museum (HOCM) has identified a critical need to expand the current facility to meet the needs of the community; and

WHEREAS, the City of Olympia (City) has approved a funding strategy for the proposed HOCM expansion; and

WHEREAS, the City and HOCM have decided to use the progressive design build delivery method for project design and construction; and

WHEREAS, the City received approval from the Project Review Committee (PRC) as mandated by RCW 39.10.220 on January 23, 2025, to use RCW 39.10.220 design build delivery method for this project; and

WHEREAS, the City has selected the consulting firm FORMA Construction Company to design and build the HOCM Expansion Project through a competitive process; and

WHEREAS, the City approved a contract for the validation phase of the project on October 7, 2025; and

WHEREAS, FORMA Construction Company has completed project validation and is ready to proceed with Phase 1 design for the project; and

WHEREAS, OMC 3.16.020(B) requires the City Council to approve the Progressive Design Build Contract and authorize the signature of all documents necessary to implement the terms of the agreement; and

WHEREAS, an amendment to the Progressive Design Build Contract with FORMA Construction Company in the amount of \$2,112,500 is necessary to complete Phase 1 Design for the HOCM Expansion Project;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. Amendment No. 2 to the Progressive Design Build Contract between the City of Olympia and FORMA Construction Company for the Hands on Children’s Museum Expansion Project, as well as the terms and conditions contained therein, is hereby approved.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia Amendment No. 2 to the Progressive Design Build Contract, including all amendments and any other documents necessary to carry out the terms and conditions contained therein, and to make any minor modifications as may be required and are consistent with the intent of the Contract, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM

Mark Barber

CITY ATTORNEY

City of Olympia

Progressive Design-Build Contract

Hands on Children’s Museum Expansion Project

Contract Amendment No. 2 (Phase 1 Amendment)

OWNER:

The City of Olympia
PO Box 1967
Olympia WA 98507-1967

DESIGN-BUILDER:

FORMA Construction Company
500 Columbia St NW
Suite 201
Olympia WA 98501

PROJECT:

Hands on Children’s Museum Expansion Project

The Owner and Design-Builder hereby amend the Progressive Design-Build Contract (the “Contract”) dated September 30, 2025. This Contract Amendment No. 2 is made as of January 27, 2026.

The Owner and Design-Builder agree as follows:

A. Phase 1 Amendment Price and Scope

- 1 Phase 1 Price.** As agreed by the Owner and Design-Builder, the Phase 1 Price shall not exceed Two million one hundred and twelve thousand and five hundred Dollars (\$2,112,500), exclusive of WSST and subject to additions and deductions by Change Order as provided in the Design-Build Documents.
- 2 Phase 1 Billing Rates and Scope.** Design-Builder’s all-inclusive billing rates Phase 1 Scope are set forth in **Exhibit A** hereto. As provided in Section 2.2 of the Contract,

Exhibit A (Phase 1 Billing Rates and Scope) is incorporated as and shall constitute Exhibit D (Phase 1 Work) to the Contract.

3 Contract Price Amendment Summary. The current authorized Contract Scope and Contract Price (exclusive of WSST) is summarized as follows:

Scope	NTE Contract Price
Validation Phase	\$ 555,590
Unused Validation Phase Continuity, Allowances, and Reimbursables transfer to Owner Savings/ Owner Contingency (to be held within DB Contract for Owner use)	(Refer to Cost Management Adjustment #01 included in this amendment)
Unused Validation Phase Contingency transfer to Owner Contingency (to be held within DB Contract for Owner use)	(Refer to Cost Management Adjustment #02 included in this amendment)
Phase 1 (Phase 1 Work)	\$2,112,500
Current NTE Total DB Contract	\$2,668,090

B. Other Contract Amendments

1 Section 2.12 of the General Conditions of Contract is modified and amended as follows:

2.12.1 Design-Builder shall perform all design services under this Contract in accordance with the applicable built environment requirements of the Washington State Department of Children, Youth, and Families (DCYF). These requirements relate solely to the physical or built environment of the potential preschool classrooms and supporting toilet facilities and shall include, but are not limited to:

- Compliance with DCYF facility design and construction standards, including requirements for safety, security, spatial configuration, and environmental quality;
- Adherence to applicable state and local building codes, fire and life safety regulations, accessibility standards (including the Americans with Disabilities Act and the Washington State Accessibility Code), and public health codes; and
- Coordination with DCYF or its representatives, as necessary, to ensure the Construction Documents meet the physical environment standards applicable to the Project’s use or licensing requirements.

2.12.2 Design-Builder shall not be responsible for programmatic, operational, or service delivery compliance under DCYF rules or policies.

2.12.3 Design-Builder shall incorporate all applicable DCYF built environment standards into the Construction Document and shall advise Owner of any known conflicts between DCYF physical environment requirements and applicable codes or regulations.

OWNER:

City of Olympia

(Signature)
Steven J. Burney
City Manager

Date: _____

DESIGN-BUILDER:

Forma Construction Company

Brian Rich
(Signature)
Brian Rich
Principal & PDB Project Executive
Forma Construction Company

Date: 01/22/2026

Approved as to Form:

Mark Barber

(Signature)
Mark Barber
City Attorney
City of Olympia

Date: 01/22/2026





REQUEST FOR AUTHORIZATION – COST MANAGEMENT ADJUSTMENT # 01

Date: January 6th, 2026

To: Jim Rioux, Project Manager, City of Olympia – Public Works Engineering
 Jeff Johnstone, City Engineer, City of Olympia – Public Works Engineering
 CC: Heather Hocklander, Project Manager, Parametrix
 From: Heather Skeeahan, Senior Project Manager, Forma Construction
 Subject: Request for Authorization – Contingency, Allowance, or Owner Savings Transfer

TYPE OF ACTION (check all that apply):

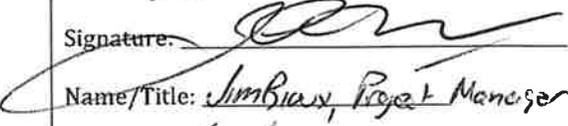
- Request Use of Design-Builder’s Contingency (Contract §7.7.2)
- Request Use of Allowance (Contract §7.8.3)
- Transfer of Funds to Owner Savings/ Contingency (held in DB contract for Owner Use until Change Order/Amendment to deduct out of contract)

DESCRIPTION OF EVENT / SCOPE / COST RECONCILIATION:

Funds to be transferred from Validation Precon/Design Continuity Allowance to owner contingency. Transfer of scope savings and reimbursibles captured in Validation Phase to Owner Savings.

AMOUNT

Description	Cost
Validation Phase – unused Precon/Design Continuity Allowance transfer to owner savings/contingency	\$100,000.00
Validation Phase – unused allowances transfer to Owner Savings	\$8,068.60
Validation Phase – Unused reimbursibles transfer to Owner Savings	\$1,000.00
Total Amount:	\$109,068.60

Design-Build Signature:  Name/Title: Heather Skeeahan, SPM Date: 01/06/2026	Owner: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Deferred Signature:  Name/Title: Jim Rioux, Project Manager Date: 01/06/26
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*Reviewed 1.6.26
 [Signature]*



REQUEST FOR AUTHORIZATION – COST MANAGEMENT ADJUSTMENT # 02

Date: January 6th, 2026

To: Jim Rioux, Project Manager, City of Olympia – Public Works Engineering
 Jeff Johnstone, City Engineer, City of Olympia – Public Works Engineering
 CC: Heather Hocklander, Project Manager, Parametrix
 From: Heather Skeehan, Senior Project Manager, Forma Construction
 Subject: Request for Authorization – Contingency, Allowance, or Owner Savings Transfer

TYPE OF ACTION (check all that apply):

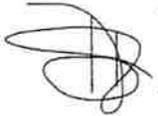
- Request Use of Design-Builder’s Contingency (Contract §7.7.2)
- Request Use of Allowance (Contract §7.8.3)
- Transfer of Funds to Owner Savings/ Contingency (held in DB contract for Owner Use until Change Order/Amendment to deduct out of contract)

DESCRIPTION OF EVENT / SCOPE / COST RECONCILIATION:

Funds to be transferred from Validation Phase professional services contingency to owner contingency.

AMOUNT

Description	Cost
Validation Phase – unused Professional Services Contingency transfer to owner contingency	\$30,000.00
Total Amount:	\$30,000.00

Design-Builder: _____ Signature:  Name/Title: Heather Skeehan, SPM Date: 01/06/2026	Owner: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Deferred Signature:  Name/Title: Jim Rioux, Project Manager Date: 01/06/26
---	--

reviewed 1.6.26




SUPPORTING DOCUMENTATION

- Updated Balances
- Cost backup / reconciliation: Pay App #01

UPDATED BALANCES (post-authorization):

- Design-Builder's Contingency Remaining:
 - Professional Services Contingency - \$0
- Allowance Balance Remaining: \$0
- Owner Savings/ Owner Contingency Balance: +\$139,068.60

CONTRACT BASIS AND JUSTIFICATION:

- All costs identified herein constitute Costs of the Work under the Contract.
- Use of Design-Builder's Contingency does not modify the GMP.
- Allowance costs will be reconciled against the established Allowance Value on an open-book basis.
- Any underrun associated with an Allowance or Cost of the Work may be transferred to Owner Savings or Owner Contingency, as authorized by the Owner.
- This request does not include costs reimbursable through insurance, bond, or warranty.

Exhibit A: Phase 1 A Rates and Scope



December 29, 2025

Re: Hands On Children’s Museum Expansion – Phase 1 - Design and Precon

Attn: Jim Rioux, City of Olympia

CC: Heather Hocklander, Parametrix

Forma Construction is pleased to provide this proposal for the Phase 1 Preconstruction and Design of the Hands On Children’s Museum Expansion Project. Phase 1 Work will be performed under Exhibit D of the Progressive Design-Build Contract between the City of Olympia and FORMA Construction.

This phase builds on the successful Validation Phase and carries the project through completion of the Design Documents, preparation of the Guaranteed Maximum Price (GMP) Amendment, and advancement of all permitting and preconstruction coordination necessary to support Phase 2 construction.

The Phase 1 Work may be divided into two amendments. This proposal encompasses Phase 1.

- **Phase 1A:** Schematic through Design Development (~60% design).
- **Phase 1B:** Completion of Final Design Documents and permit support as required to execute the GMP Amendment.

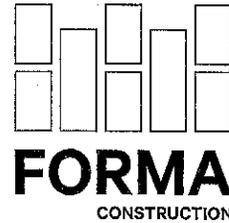
Phase 2 (Construction) will be added to this contract through change order once scope and pricing has been agreed to between the parties and the Olympia City Council has voted to approve.

The general scope of work is based on the Draft DBIA contract provided in the RFP by the owner with mutually agreeable markups.

Phase 1 services will be delivered on an open-book, not-to-exceed basis, using the all-inclusive billing rates and labor categories agreed to in the Phase 1 Amendment.

The Design-Build Team—FORMA, Mithun, and FRAME—will provide all labor, materials, coordination, and management necessary to complete the following tasks:

- **Design and Coordination**
 - Advance architectural, engineering, landscape, and interior design from Validation concepts to Final Design Documents (~60%).
 - Integrate mechanical, electrical, plumbing, fire-protection, civil, and structural systems with full constructability and cost coordination.
 - Coordinate jurisdictional and permitting strategy, including pre-application and early review meetings with the City of Olympia and relevant agencies.
 - Develop and document sustainability goals, including a LEED Silver target per Owner objectives.
 - Prepare permit-ready basis-of-design documents and technical narratives to support the GMP Amendment.
 - Maintain a Revit/BIM model shared among design and construction partners for clash detection and cost alignment.
- **Preconstruction and Cost Management**
 - Maintain an open-book estimate of probable cost with detailed work-breakdown structure and real-time updates in Join.Build.
 - Facilitate Target Value Design workshops to prioritize program elements and align scope with budget.
 - Provide ongoing value analysis and constructability reviews.
 - Develop early work package recommendations (e.g., environmental remediation, site utilities, or foundations) as allowed by Contract § 2.2.4.
 - Prepare and present a Phase 2 Proposal / GMP Package in accordance with Contract § 2.3.
- **Schedule and Permitting**
 - Maintain a comprehensive Master Project Schedule through design, permitting, and construction milestones.
 - Identify long-lead materials and equipment; coordinate early procurement strategy.
 - Support permit submittal sequencing and document control.
 - Coordinate with Owner, Parametrix, and AHJs to streamline reviews and approvals.
- **Owner Engagement and Deliverables**
 - Facilitate Big Room sessions bi-weekly for integrated team decision-making.
 - Provide monthly status reports addressing schedule, design progress, cost, and risk.
 - Support Owner review and approval at Schematic Design (~30%), Design Development (~60%), Permit Document (~80%) and Construction/IFC Document (~95-100%) milestones.



- Deliver a Phase 1 Summary Report documenting validated program, cost alignment, risk register, and schedule at GMP submission.
- **Deliverables**
 - Schematic Design Package (~30%)
 - Design Development Package (~60%) – Basis of Design Documents
 - Permit Documents (~80%)
 - Construction / Issued for Construction Documents (~95-100%)
 - Updated Cost Models and Target Value Design Log
 - Permit and Jurisdictional Matrix with Schedule and Responsibilities
 - Draft Phase 2 Proposal / GMP Amendment Documentation
 - Phase 1A and 1B Summary Report and Closeout Meeting Notes
- **Design and Professional Services Contingency (5%):** to be used upon authorization from the owner to facilitate unanticipated needs for additional site investigations, additional consultants, or supplemental services from consultants.
- **Allowances:**
 - **Delegated Design Allowances:** For three scopes, we are carrying an allowance for potential design services that may be required ahead of GMP. This includes \$10,000 for fire protection design services, \$5,000 for deep foundation design services, and \$5,000 for PEMB design services. Final scope and selection of these services will be addressed in SD.
 - **Specialty (lighting and accessibility) consultant allowances:** Allowances are included for undefined scopes for a lighting designer for specialty lighting (\$20,000) and Accessibility consultant (\$8,000).
 - **Site investigations allowance:** a NTE for ongoing site investigations required to confirm conditions.
 - **Permit fee allowance:** A placeholder allowance for
 - **Reimbursables Allowance:** the workplan document includes a \$8,000 reimbursables allowance (approximately \$1,000 per month plus one off costs for items like LEED Registration) for incidental project expenses (parking, meals during extended workshops, courier/delivery, and other minor project-specific costs). This number is included in the Phase 1 Fee. All actual expenses will be tracked and billed as incurred, and any unused balance will be unspent and carried forward into the Phase 2 Construction budget.

Not To Exceed Fee:

\$2,112,500

Phase 1 Preconstruction Fee	\$ 184,910
Phase 1 Design Fees and markups	\$ 1,545,900
Delegated Design Allowances	\$ 20,000
Specialty Consultant Allowances	\$ 28,000
Site Investigations Allowance	\$ 35,000
Permit Fee Allowance	\$ 200,000
Reimbursables Allowance	\$ 8,000
Design & Professional Services Contingency (5%)	\$ 90,690

Heather Skeehan
 FORMA Construction
 253.408.0168
 Heather.Skeehan@formacc.com

Brian Rich
 FORMA Construction
 360.754.5788
 brianr@formacc.com



Attachments:

Cost model based on current funding information from Owner

CPM dated 2025 12 29

Detail of design fees for Phase 1 with consultants noted

Workplan for Phase 1 Preconstruction

Rate schedule Preconstruction (FORMA) with inclusions/exclusions breakout of burdened rates

Rate schedule for Mithun and Frame are included in their respective proposals

Proposals for all design consultants.

General Exclusions:

- **Construction Work**
 - Any physical construction, demolition, site prep and remediation, or temporary works (unless specifically defined as early work packages by amendment as per Contract Section 2.2.4) beyond limited site investigation, geotechnical analysis, site survey, and environmental analysis for supporting reports and design development.
 - Procurement or installation of materials, equipment, exhibits, or furnishings (unless specifically defined as early work packages by amendment as per Contract Section 2.2.4).
- **Owner Fees**
 - Utility connection fees, impact fees, or similar assessments.
- **Owner-Furnished Items**
 - Any cost responsibility for Owner-provided equipment, specialty consultants, or vendors.
- **Legal / Financing Services**
 - Services related to financing, fundraising, legal, or bond counsel.
- **Specialty Consultants Not Identified**
 - Commissioning agents, traffic consultants, environmental permitting specialists, or exhibit designers (unless explicitly identified as part of our team).
- **Long-Term Operations Costs**
 - Operational staffing, maintenance, or lifecycle cost responsibility post-construction.
- **Escalation Beyond Agreed Schedules**
 - Any costs due to delays outside the Design-Builder's control (funding, approvals, community processes).
- **Facilitated Community workshops**
 - The Design Build team can attend community workshops as required. Facilitation or additional materials to support community workshops would be additional services to be negotiated on an as needed basis.



Description of Phase 1

Scope of work

Preconstruction Services Scope

I. GENERAL

FORMA shall lead the Design Build Project team with the Owner and Owner's other consultants during all design phases. FORMA shall be responsible for providing the necessary consulting expertise to ensure the Owner's goals for Project scope, budget, quality, and schedule are met.

Work to conduct GMP/MACC negotiations is included as part of the end of Phase 1.

The not-to-exceed amount for services through the end of the Preconstruction Phase is set forth in the Contract.

II. PHASE 1 – Preconstruction and Design Phases

During Phase 1, FORMA shall provide the appropriate professional personnel including but not limited to those that were named in response to the *Request for Qualifications* and participated in the selection interview to perform the required Conceptual Design and Preconstruction Services. These professional personnel shall include but are not limited to a single project manager or higher-level person to attend regularly all meetings described herein and provide or oversee the services FORMA is obligated to perform to ensure development of a functional, constructible, high quality, and cost-effective Project.

Work to conduct GMP/MACC negotiations is included at 60% Design (100% Design Development).

Phase 1 Work will include, but is not limited to:

- Advancing architectural, engineering, and landscape design to the level necessary to establish scope, performance criteria, and permitting pathway;
- Integrating cost modeling, value analysis, and constructability input throughout design development;
- Coordinating jurisdictional and permitting strategy, including pre-application and early review meetings;
- Developing and maintaining an open-book estimate of probable cost and project schedule;
- Supporting Owner review and approval at each milestone;
- Preparing and submitting the Phase 2 Proposal and GMP Amendment in accordance with Contract § 2.3;
- Maintaining complete and auditable cost records per the open-book requirements of Contract § 1.2.35 and § 8.1.

The Phase 1 Work may be divided into two amendments:

- Phase 1A: Schematic through Design Development (60% design) – 21 weeks anticipated duration
- Phase 1B: Completion of Final Design Documents and permit support as required to execute the GMP Amendment – 16 weeks anticipated duration



The descriptions below summarize but do not necessarily include all work required by the Contract. Also see Agreement Exhibit D.

Compensation for Phase 1 Work will be on a **not-to-exceed** basis using the all-inclusive billing rates and labor categories agreed to in the Phase 1 Amendment. Any subcontracted design or consultant services will be billed at cost with the agreed Design-Builder markup consistent with Contract Article 7.

III. SCHEMATIC DESIGN PHASE (30% DESIGN)

Following completion of the Validation Phase and the Owner's acceptance of any modifications to the conceptual design due to FORMA's review and suggestions, in addition to the general services normally provided by a Design Builder during design, FORMA shall provide the following preconstruction services:

- 1) Schedule, record, and facilitate weekly meetings with the Owner and Architect Project Management Team. Facilitate and record design discipline meetings for the purpose of reviewing and developing the design. Specific stakeholder meetings will be developed during Validation Phase and attached to this agreement.
- 2) Continue to evaluate and utilize the BIM model as an ongoing collaboration tool between the Owner, Design Team, and Design Builder. Update the target value portion of the BIM cost model for each project management meeting.
- 3) If necessary, recommend and provide, when authorized by the Owner, additional tests or investigations to verify existing conditions and/or capability of existing systems.
- 4) Provide constructability comments, estimating, and value engineering services throughout.
- 5) Update and expand the Project schedule, both design and construction, including potential construction phasing, to ensure its viability and make recommendations for change and improvement.
- 6) Provide comments on construction feasibility, constructability, and safety including alternative sequencing of work, designs or materials, if appropriate, including estimating services to evaluate critical elements of the design as they are formulated.
- 7) Manage and update LEED Silver Compliance Checklist in collaboration with Design Team.
- 8) Develop procurement documents and manage the selection processes for trade partners for early phase work and procurement, to be identified in Validation Phase. If the Owner approves such use, complete the selections as early as possible.
- 9) Provide and present a preliminary site logistics plan to maintain safety during construction. Temporary provisions should be included, such as, controls for vehicular and pedestrian circulation and access in and around the site, offices and sheds, utilities, stormwater management facilities, waste management facilities, and material delivery, hoisting and lay- down areas.
- 10) Review draft Division 1 documents prepared by the Architect to match design conditions and assess to align with any significant changes.
- 11) Review the final Schematic Design Drawings and Specifications and provide continuous value engineering recommendations and constructability comments on the design to the Owner and Architect.
- 12) Prepare a construction cost estimate for the entire work in CSI modified Unifomat, or other format approved by the Owner, based upon the Schematic Design documents and



- the BIM cost model. The cost estimate shall be updated to include the Owner's document review comments to achieve a total reconciliation of the cost estimate.
- 13) Develop Cost Options Log to track scope revisions/changes or material/equipment substitutions that are utilized to align estimate with budget.
 - 14) Support integration and tracking of donated materials, donated funds, and grants to ensure compliance with requirements of funding sources.
 - 15) Support Exhibit/Program Expert with execution of exhibit collaboration deliverables.
 - 16) Proposals with deliverables and scope per design consultant attached to this document (as they are procured).
 - 17) In collaboration with design team and City of Olympia, update and maintain draft plan for required permits for construction.

IV. DESIGN DEVELOPMENT PHASE (60% DESIGN)

In addition to the general services normally provided by a Design Builder during preconstruction, FORMA shall provide the following services during the Design Development Phase:

- 1) Schedule, record, and facilitate weekly meetings with the Owner and Architect Project Management Team. Facilitate and record design discipline meetings for the purpose of reviewing and developing the design.
- 2) Continue to evaluate and utilize the BIM model as an ongoing collaboration tool for the entire team. Update the target value portion of the BIM cost model for each project management meeting.
- 3) Provide constructability comments, estimating, and value engineering services throughout.
- 4) Manage and update LEED Silver Compliance Checklist in collaboration with Design Team.
- 5) Monitor the development of the Design Development documents. Update cost savings tracking system monthly for discussion at project management meetings. Provide cost savings and constructability reviews of specific elements of the design.
- 6) Work with the Owner and Architect to update phasing plans for all work.
- 7) Update site logistics plan to maintain safety during construction. Temporary provisions should be included, such as, controls for vehicular and pedestrian circulation and access in and around the site, offices and sheds, utilities, stormwater management facilities, waste management facilities, and material delivery, hoisting and lay- down areas.
- 8) No later than the 50% completion point of the Design Development phase, prepare a time- scaled master summary schedule bar chart and tabular report representing planned progress of the total Project in approximately 150 to 200 activities from the start of Design Development through Notice to Proceed with construction and Final Completion utilizing the latest version of Primavera Project Planner or similar software acceptable to the Owner. This schedule shall reflect the concept indicated in the preliminary Project schedule or changes to that concept as may have been developed. The summary schedule shall identify work to be performed by the FORMA, Design Team, and Owner, including permitting and other influencing work and the work of major Subcontractors. In developing the activities for this schedule, FORMA shall consult with both the Owner and Design Team to ensure that the responsibility for and duration of activities that involve their work are acceptable and accurate. Indicate milestones for early subcontract buyout packages and/or material procurement packages. The summary schedule shall accurately summarize the anticipated detailed schedule that is to be submitted as FORMA's Project



schedule.

- 9) Evaluate and update Subcontracting Plan. Determine whether to make a pre-bid determination of subcontractor eligibility as permitted in RCW 39.10.
- 10) Identify long-lead subcontract bid packages and material procurement packages that could be advertised prior to the completion of Construction Documents. If the Owner concurs that the Project will benefit and funds are available, the Owner may, at its option, elect to authorize FORMA to award subcontracts or material procurements for long lead-time items in advance of completion of Construction Documents in accordance with the Contract Documents. The Owner's decision not to authorize these early activities shall not constitute delay. FORMA assumes any and all risks related to or associated with its recommendation to advertise and award subcontracts and/or material procurements in advance of the completion of Construction Documents, including but not limited to increased Cost of the Work caused by escalation, inflation, market conditions, or further development of the Construction Documents. All provisions of this Contract and 39.10 otherwise applicable to subcontract bidding shall apply to any early advertising and award of subcontracts and/or material procurements.
- 11) Review the Design Development Drawings and Specifications throughout and provide general coordination, value engineering, and constructability comments of the design. Conduct and provide a safe-working condition hazards analysis. Verify that accepted cost savings recommendations are implemented.
- 12) Verify Design Development Drawings reflect the existing Project site conditions. Continue to examine and review existing sites and building assessments made by the Architect and others during previous design phases, and if necessary, recommend and provide, when authorized by the Owner, additional tests or investigations to verify existing conditions and/or capability of existing systems.
- 13) Based on the 50% Design Development documents, prepare a detailed construction cost estimate for the entire work in CSI modified Uniformat, or other format approved by Owner, based upon Design Development documents and the BIM cost model. The cost estimate shall be updated to include Owner's and Design Builder's Schematic Design Phase document review comments and to achieve a total reconciliation of the cost estimate, including date of commencement of construction, duration of construction, rate of escalation, estimating design contingency, and Negotiated Support Services costs.
- 14) Maintain and update Cost Options Log to track scope revisions/changes or material/equipment substitutions that are utilized to align estimate with budget.
- 15) Provide value engineering recommendations and log throughout.
- 16) Support Exhibit/Program Expert with execution of exhibit collaboration deliverables.
- 17) Proposals with deliverables and scope per design consultant attached to this document (as they are procured).
- 18) In collaboration with design team and City of Olympia, update and maintain plan for required permits for construction.

V. PERMIT DOCUMENT AND PERMITTING PHASE

In addition to the general services normally provided by a Design Builder during preconstruction, FORMA shall provide the following services during the Permit document and permitting Phase:

- 1) Schedule, record, and facilitate **weekly** meetings with the Owner and Architect Project Management Team. Facilitate and record design discipline meetings for the purpose of



- reviewing and developing the design.
- 2) Continue to evaluate and utilize the BIM model as an ongoing collaboration tool for the entire team. Update the target value portion of the BIM cost model for each project management meeting.
 - 3) Provide constructability comments, estimating, and value engineering services throughout.
 - 4) Manage and update LEED Silver Compliance Checklist in collaboration with Design Team.
 - 5) Monitor the development of the Permit documents. Update cost savings tracking system monthly for discussion at project management meetings. Provide cost savings and constructability reviews of specific elements of the design.
 - 6) Work with the Owner and Architect to update phasing plans for all work.
 - 7) Update site logistics plan to maintain safety during construction. Temporary provisions should be included, such as, controls for vehicular and pedestrian circulation and access in and around the site, offices and sheds, utilities, stormwater management facilities, waste management facilities, and material delivery, hoisting and lay- down areas.
 - 8) Evaluate and update Subcontracting Plan. Determine whether to make a pre-bid determination of subcontractor eligibility as permitted in RCW 39.10.
 - 9) Review the Permit Drawings and Specifications throughout and provide general coordination, value engineering, and constructability comments of the design. Conduct and provide a safe-working condition hazards analysis. Verify that accepted cost savings recommendations are implemented.
 - 10) Verify Permit Drawings reflect the existing Project site conditions. Continue to examine and review existing sites and building assessments made by the Architect and others during previous design phases, and if necessary, recommend and provide, when authorized by the Owner, additional tests or investigations to verify existing conditions and/or capability of existing systems.
 - 11) Maintain and update Cost Options Log to track scope revisions/changes or material/equipment substitutions that are utilized to align estimate with budget.
 - 12) Provide value engineering recommendations and log throughout.
 - 13) Support Exhibit/Program Expert with execution of exhibit collaboration deliverables.
 - 14) Proposals with deliverables and scope per design consultant attached to this document (as they are procured).
 - 15) In collaboration with design team and City of Olympia, support permit review resulting in all permits required for construction of the project.

VI. CONSTRUCTION DOCUMENT PHASE

In addition to the general services normally provided by a Design Builder during preconstruction, FORMA shall provide the following services during the Construction Document Phase:

- 1) Schedule, record, and facilitate **weekly** meetings with the Owner and Architect Project Management Team. Facilitate and record design discipline meetings for the purpose of reviewing and developing the design.
- 2) Continue to evaluate and utilize the BIM model as an ongoing collaboration tool for the entire team. Update the target value portion of the BIM cost model for each project management meeting.
- 3) Provide constructability comments, estimating, and value engineering services throughout.
- 4) Manage and update LEED Silver Compliance Checklist in collaboration with Design Team.

- Support Design submission of LEED.
- 5) Monitor the development of the Construction Documents. Update cost savings tracking system monthly for discussion at project management meetings. Provide cost savings and constructability reviews of specific elements of the design.
 - 6) Work with the Owner and Architect to update phasing plans for all work.
 - 7) Update site logistics plan to maintain safety during construction. Temporary provisions should be included, such as, controls for vehicular and pedestrian circulation and access in and around the site, offices and sheds, utilities, stormwater management facilities, waste management facilities, and material delivery, hoisting and lay- down areas.
 - 8) Work with the Owner and Architect to update phasing plans for all work.
 - 9) Review the Construction Documents and Specifications throughout and provide general coordination, value engineering, and constructability comments of the design. Conduct and provide a safe-working condition hazards analysis. Verify that accepted cost savings recommendations are implemented.
 - 10) Verify Construction Documents reflect the existing Project site conditions. Continue to examine and review existing sites and building assessments made by the Architect and others during previous design phases, and if necessary, recommend and provide, when authorized by the Owner, additional tests or investigations to verify existing conditions and/or capability of existing systems.
 - 11) Maintain and update Cost Options Log to track scope revisions/changes or material/equipment substitutions that are utilized to align estimate with budget.
 - 12) Provide value engineering recommendations and log throughout.
 - 13) Support Exhibit/Program Expert with execution of exhibit collaboration deliverables.
 - 14) Proposals with deliverables and scope per design consultant attached to this document (as they are procured).
 - 15) In collaboration with design team, establish construction administration RACI and processes.

Description			SD Direct	Subtotals	SD total	SD Total \$/UM	UM
Direct Costs	QTY	\$\$/UM	TOTAL				
Site	81,108	\$ 19.55	\$ 1,586,065				
HOCM Expansion - Museum	16,353	\$ 452.00	\$ 7,391,556				
HOCM Expansion - Utility Building	1,622	\$ 248.02	\$ 402,284				
HOCM Expansion - Pier	excluded						
					\$ 10,730,611	\$ 596.15	/SF
Subtotal Direct Costs	17,975	\$ 521.83	\$ 9,379,905	\$ 9,379,905	\$ 10,730,611	\$ 596.15	/SF
	Site	\$ 88.24	/GSF				
	Buildings	\$ 433.59	/GSF				
Scope Contingency							
Estimating/Design Contingency			\$ 937,991	10.00%	\$ -	\$ -	/SF
Escalation Contingency - July 2027			\$ 412,716	4.00%	\$ -	\$ -	/SF
Subtotal Direct Cost Contingencies			\$ 1,350,706		\$ 10,730,611	\$ 596.15	/SF
Reimbursable GC's							
GC's			\$ 1,648,000	15.36%	\$ 1,648,000	\$ 91.56	/SF
Join A00-4			\$ (74,000)				
Sub-Contract Bonds			\$ -	0.00%	\$ -	\$ -	/SF
1.0 - MACC			\$ 1,574,000		\$ 12,304,611	\$ 1,648,000	\$ 91.56 /SF
Professional Services							
Phase 1 DB Precon Services			\$ 250,000	1.89%	\$ 250,000	\$ 13.89	/SF
FORMA Site Investigations			\$ 55,000	0.42%	\$ 55,000	\$ 3.06	/SF
Design and Consulting - Validation Phase			\$ 308,951	1.00%	\$ 308,951	\$ 17.16	/SF
Design and Consulting - Phase 1 Basic			\$ 1,044,019	7.88%	\$ 1,044,019	\$ 58.00	/SF
Design and Consulting - Phase 2 Basic Allowance			\$ 296,000	2.23%	\$ 296,000	\$ 16.44	/SF
Design and Consulting - Phase 1 Supp. Services			\$ 316,180	2.39%	\$ 316,180	\$ 17.57	/SF
Design and Consulting - Phase 2 Supp. Services			\$ 28,000	0.21%	\$ 28,000	\$ 1.56	/SF
Deligated Design Allowance			\$ 48,000	0.36%	\$ 48,000	\$ 2.67	/SF
Geotechnical Services - Validation			\$ 23,980	0.18%	\$ 23,980	\$ 1.33	/SF
Geotechnical Services - Phase 1			\$ 185,700	1.40%	\$ 185,700	\$ 10.32	/SF
Geotechnical Services - Phase 2 Allowance			\$ 50,000	1.00%	\$ 50,000	\$ 2.78	/SF
Reimbursibles			\$ 9,000	0.07%	\$ 9,000	\$ 0.50	/SF
Permit Allowance			\$ 200,000	1.51%	\$ 200,000	\$ 11.11	/SF
			\$ 2,814,830		\$ 15,119,441	\$ 2,814,830	\$ 156.38 /SF
Project Contingencies							
Professional Services Contingency			\$ 140,742	5.00%	\$ 140,742	\$ 7.82	/SF
DB Construction Risk Contingency			\$ 369,138	3.00%	\$ 369,138	\$ 20.51	/SF
Owner Contingency			\$ -	0.00%	\$ -	\$ -	
2.0 - GC Construction Contingency			\$ 509,880		\$ 15,629,321	\$ 509,880	\$ 28.33 /SF
DB FEE			\$ 570,445	4.501%	\$ 570,445	\$ 31.69	/SF
3.0 - MADCC (DB contract)			\$ 570,445		\$ 16,199,767	\$ 16,199,767	\$ 899.99 /SF

Activity ID	WBS	Activity Name	Original Duration	Start	Finish	Total Float	2026												2027												2028									
							D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	J	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	Jun			
HOCM Expansion 2025 12 10							679	02-Sep-25A	07-Apr-28	253																														
DB Procurement							234	02-Sep-25A	24-Jul-26	697																														
A1550	NEWPROJ-1409.0	Design-Build Notice to Proceed for Initial Services	0	02-Sep-25A			Design-Build Notice to Proceed for Initial Services, 02-Sep-25A																																	
A1770	NEWPROJ-1409.0	Validation Phase Proposal Legal Review	15	23-Sep-25A	13-Oct-25A		Validation Phase Proposal Legal Review, 23-Sep-25A																																	
A1580	NEWPROJ-1409.0	City of Olympia Board Approval Validation (Pre-GMP) Fees and Agreement	0	07-Oct-25A			City of Olympia Board Approval Validation (Pre-GMP) Fees and Agreement, 07-Oct-25A																																	
A1590	NEWPROJ-1409.0	Execute DB Agreement Validation Service for Design & Construction	0	07-Oct-25A			Execute DB Agreement Validation Service for Design & Construction, 07-Oct-25A																																	
A1760	NEWPROJ-1409.0	Validation Phase Proposal Review and Approval	15	10-Oct-25A	10-Oct-25A		Validation Phase Proposal Review and Approval, 10-Oct-25A																																	
A1780	NEWPROJ-1409.0	City of Olympia Board Approval of Phase 1 Services	20	14-Oct-25A	10-Nov-25A		City of Olympia Board Approval of Phase 1 Services, 14-Oct-25A																																	
A1600	NEWPROJ-1409.0	Design-Build Notice to Proceed for Ph 1	0	31-Mar-26*		781	◆ Design-Build Notice to Proceed for Ph 1, 31-Mar-26*																																	
A1820	NEWPROJ-1409.0	GMP /Phase 2 Proposal Review	20	27-Apr-26	22-May-26	47	■ GMP /Phase 2 Proposal Review																																	
A1830	NEWPROJ-1409.0	GMP /Phase 2 Legal Review	20	01-Jun-26	26-Jun-26	42	■ GMP /Phase 2 Legal Review																																	
A1660	NEWPROJ-1409.0	GMP to Council for Approval	20	29-Jun-26	24-Jul-26	42	■ GMP to Council for Approval																																	
Design and Preconstruction							494	17-Sep-25A	09-Aug-27	426																														
Validation Phase							67	17-Sep-25A	30-Mar-26	781																														
A1540	NEWPROJ-1409.6.2.1	Validation Phase	63	17-Sep-25A	30-Mar-26	781	■ Validation Phase																																	
A1541	NEWPROJ-1409.6.2.1	Validation Kick off	0	17-Sep-25A			◆ Validation Kick off, 17-Sep-25A																																	
A1543	NEWPROJ-1409.6.2.1	Validation Workshop 1 - programming	0	06-Oct-25A			◆ Validation Workshop 1 - programming, 06-Oct-25A																																	
A1552	NEWPROJ-1409.6.2.1	Geotechnical Preliminary Evaluation	45	17-Oct-25A	12-Dec-25A		■ Geotechnical Preliminary Evaluation, 17-Oct-25A																																	
A1554	NEWPROJ-1409.6.2.1	Environmental Services Technical Memo	45	17-Oct-25A	12-Dec-25A		■ Environmental Services Technical Memo, 17-Oct-25A																																	
A1544	NEWPROJ-1409.6.2.1	Validation Workshop 2 - eco charette	0	29-Oct-25A			◆ Validation Workshop 2 - eco charette, 29-Oct-25A																																	
A1542	NEWPROJ-1409.6.2.1	Validation Workshop - Exhibit Planning	0	31-Oct-25A			◆ Validation Workshop - Exhibit Planning, 31-Oct-25A																																	
A1545	NEWPROJ-1409.6.2.1	Validation Workshop 3	0	24-Nov-25A			◆ Validation Workshop 3, 24-Nov-25A																																	
A1610	NEWPROJ-1409.6.2.1	Validation Final Presentation	0	03-Dec-25A			◆ Validation Final Presentation, 03-Dec-25A																																	
A1750	NEWPROJ-1409.6.2.1	Validation OPR Review	0	10-Dec-25A			◆ Validation OPR Review, 10-Dec-25A																																	
A1620	NEWPROJ-1409.6.2.1	Validation Phase Close	0		19-Dec-25*	-29	◆ Validation Phase Close, 19-Dec-25*																																	
Phase 1A: Pre-Design Through Design Development							123	10-Dec-25	29-May-26	737																														
A1840	NEWPROJ-1409.6.2.2	NewActivity	5	10-Dec-25	16-Dec-25		■ NewActivity																																	
A1710	NEWPROJ-1409.6.2.2	Geotechnical Design Investigation	25	10-Dec-25	13-Jan-26	835	■ Geotechnical Design Investigation																																	
A1700	NEWPROJ-1409.6.2.2	Schematic Design (0%-30%)	55	05-Jan-26*	20-Mar-26	-4	■ Schematic Design (0%-30%)																																	
A1630	NEWPROJ-1409.6.2.2	Phase 1 kick off	0	05-Jan-26*		-4	◆ Phase 1 kick off, 05-Jan-26*																																	
A1560	NEWPROJ-1409.6.2.2	Design Development (30%-60% Design)	50	23-Mar-26	29-May-26	-4	■ Design Development (30%-60% Design)																																	
A1720	NEWPROJ-1409.6.2.2	Design Development 50%	0		24-Apr-26	-4	◆ Design Development 50%																																	
A1640	NEWPROJ-1409.6.2.2	Negotiate GMP for Phase 2 Services	20	27-Apr-26	22-May-26	67	■ Negotiate GMP for Phase 2 Services																																	
A1740	NEWPROJ-1409.6.2.2	Design Development 100%	0		29-May-26	-4	◆ Design Development 100%																																	
Phase 1B: Permitting through Final Design							434	10-Dec-25	09-Aug-27	426																														
A1490	NEWPROJ-1409.6.2.3	Landuse and Shoreline Permit Application	25	19-Dec-25	22-Jan-26	-29	■ Landuse and Shoreline Permit Application																																	
A1400	NEWPROJ-1409.6.2.3	Permit Documents (60-80% Design)	50	01-Jun-26	07-Aug-26	12	■ Permit Documents (60-80% Design)																																	
A1480	NEWPROJ-1409.6.2.3	Site Improvements Permitting	50	01-Jun-26	07-Aug-26	-4	■ Site Improvements Permitting																																	
A1470	NEWPROJ-1409.6.2.3	Construction Documents (80-100%)	30	10-Aug-26	18-Sep-26	32	■ Construction Documents (80-100%)																																	
Environmental Review							434	10-Dec-25	09-Aug-27	426																														

■ Remaining Level of Effort ◆ Milestone
■ Actual Level of Effort ▼ summary
■ Actual Work
■ Remaining Work
■ Critical Remaining Work

Date of Last Update - 10-Dec-25

Activity ID	WBS	Activity Name	Original Duration	Start	Finish	Total Float	2026												2027												2028					
							D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	J	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M
A2320	NEWPROJ-1409.6.2.3.2	Provide DraftAgreed Order review by CoO, LOTT, etc	30	10-Dec-25	20-Jan-26	705	Provide DraftAgreed Order review by CoO, LOTT, etc																													
A2310	NEWPROJ-1409.6.2.3.2	Department of Ecology work plan review	30	19-Dec-25	29-Jan-26	823	Department of Ecology work plan review																													
A2330	NEWPROJ-1409.6.2.3.2	Submit draft of AO to Dept of Ecology for review	0	21-Jan-26*	21-Jan-26	705	Submit draft of AO to Dept of Ecology for review																													
A2340	NEWPROJ-1409.6.2.3.2	Dept of Ecology review draft of Agreed Order	60	21-Jan-26	14-Apr-26	705	Dept of Ecology review draft of Agreed Order																													
A2350	NEWPROJ-1409.6.2.3.2	Public Comment Period	60	15-Apr-26	07-Jul-26	705	Public Comment Period																													
A2360	NEWPROJ-1409.6.2.3.2	Finalize AO amendment	5	08-Jul-26	14-Jul-26	705	Finalize AO amendment																													
A2370	NEWPROJ-1409.6.2.3.2	Submit Completion Report	60	01-Dec-26*	22-Feb-27	105	Submit Completion Report																													
A2380	NEWPROJ-1409.6.2.3.2	Update completion report per comments	60	23-Feb-27	17-May-27	105	Update completion report per comments																													
A2390	NEWPROJ-1409.6.2.3.2	Modification of the environmental covenants for Parcels 5, 6,	60	18-May-27	09-Aug-27	105	Modification of the environmental covenants for Parcels 5, 6,																													
Permitting			223	10-Dec-25	16-Oct-26	637	16-Oct-26, Permitting																													
A2260	NEWPROJ-1409.6.2.3.1	Pre Application Meeting	0	10-Dec-25*		860	Pre Application Meeting, 10-Dec-25*																													
A2245	NEWPROJ-1409.6.2.3.1	Submit preliminary PSE application	0	19-Jan-26*	19-Jan-26	832	Submit preliminary PSE application																													
A2235	NEWPROJ-1409.6.2.3.1	Pre Submittal Meeting	0	23-Jan-26		-29	Pre Submittal Meeting, 23-Jan-26																													
A2300	NEWPROJ-1409.6.2.3.1	Binding Site Plan Amendment	120	23-Jan-26	09-Jul-26	83	Binding Site Plan Amendment																													
A2240	NEWPROJ-1409.6.2.3.1	Landuse and Shoreline Review	120	26-Jan-26	10-Jul-26	-29	Landuse and Shoreline Review																													
A2290	NEWPROJ-1409.6.2.3.1	Stormwater Strategy Meeting	0	10-Feb-26*	10-Feb-26		Stormwater Strategy Meeting																													
A2200	NEWPROJ-1409.6.2.3.1	ROW and Utility Connection Permit	40	01-Jun-26	24-Jul-26	52	ROW and Utility Connection Permit																													
A2250	NEWPROJ-1409.6.2.3.1	SWPPP	40	01-Jun-26	24-Jul-26	7	SWPPP																													
A2180	NEWPROJ-1409.6.2.3.1	Site Development/ Civil Permit (assumes 2x 4week review + 1 week turnaro	45	13-Jul-26	11-Sep-26	-29	Site Development/ Civil Permit (assumes 2x 4week review + 1 week turnaround)																													
A2170	NEWPROJ-1409.6.2.3.1	Building Permit	50	10-Aug-26	16-Oct-26	12	Building Permit																													
A2210	NEWPROJ-1409.6.2.3.1	Mechanical and Plumbing Permit	40	10-Aug-26	02-Oct-26	647	Mechanical and Plumbing Permit																													
A2220	NEWPROJ-1409.6.2.3.1	Electrical Permit	40	10-Aug-26	02-Oct-26	647	Electrical Permit																													
A2230	NEWPROJ-1409.6.2.3.1	Health Department Review	40	10-Aug-26	02-Oct-26	647	Health Department Review																													
A2270	NEWPROJ-1409.6.2.3.1	Permit Intake Meeting	0	10-Aug-26		12	Permit Intake Meeting, 10-Aug-26																													
Phase 2: Construction			560	16-Feb-26	07-Apr-28	253	07-Apr-28, P																													
Procurement			120	27-Jul-26	08-Jan-27	96	08-Jan-27, Procurement																													
Long Lead Items			120	27-Jul-26	08-Jan-27	96	08-Jan-27, Long Lead Items																													
A2160	NEWPROJ-1409.3.3.1	Long Lead Procurement - Structure	80	27-Jul-26	13-Nov-26	42	Long Lead Procurement - Structure																													
A2280	NEWPROJ-1409.3.3.1	Long Lead Procurement - Electrical Equipment	120	27-Jul-26	08-Jan-27	96	Long Lead Procurement - Electrical Equipment																													
Construction			370	14-Sep-26	11-Feb-28	293	11-Feb-28, Constructio																													
Site Improvements			65	14-Sep-26	11-Dec-26	-29	11-Dec-26, Site Improvements																													
A1650	NEWPROJ-1409.3.2.1	Mobilization/SWPPP	10	14-Sep-26	25-Sep-26	-29	Mobilization/SWPPP																													
A1670	NEWPROJ-1409.3.2.1	Soil Remediation	10	28-Sep-26	09-Oct-26	-29	Soil Remediation																													
A1960	NEWPROJ-1409.3.2.1	Soil Stabilization	25	12-Oct-26	13-Nov-26	-29	Soil Stabilization																													
A1680	NEWPROJ-1409.3.2.1	UG Utilities	20	16-Nov-26	11-Dec-26	-29	UG Utilities																													
Structure			145	14-Dec-26	02-Jul-27	-29	02-Jul-27, Structure																													
A1690	NEWPROJ-1409.3.2.2	Foundation/SOG	50	14-Dec-26	19-Feb-27	-29	Foundation/SOG																													
A1730	NEWPROJ-1409.3.2.2	Structural Erection/Framing	65	22-Feb-27	21-May-27	-29	Structural Erection/Framing																													
A1790	NEWPROJ-1409.3.2.2	Exterior Shell Finishes/Roof/Opening	50	23-Apr-27	02-Jul-27	-29	Exterior Shell Finishes/Roof/Opening																													

█ Remaining Level of Effort ◆ Milestone
█ Actual Level of Effort ▾ summary
█ Actual Work
█ Remaining Work
█ Critical Remaining Work

Date of Last Update - 10-Dec-25

Activity ID	WBS	Activity Name	Original Duration	Start	Finish	Total Float	2026														2027												2028					
							D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	J	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	Jun	
MEP														19-Nov-27, MEP																								
A1800	NEWPROJ-1409.3.2.3	MEP Rough In	70	02-Jul-27	08-Oct-27	-29															MEP Rough In																	
A1810	NEWPROJ-1409.3.2.3	MEP finish trim	30	08-Oct-27	19-Nov-27	353															MEP finish trim																	
Finishes														24-Dec-27, Finishes																								
A1860	NEWPROJ-1409.3.2.4	Insulation and Vapor Barrier	20	02-Jul-27	30-Jul-27	-9															Insulation and Vapor Barrier																	
A1870	NEWPROJ-1409.3.2.4	GWB HTF	30	27-Aug-27	08-Oct-27	-29															GWB HTF																	
A1900	NEWPROJ-1409.3.2.4	Site landscape and finish	75	27-Aug-27	10-Dec-27	338															Site landscape and finish																	
A1880	NEWPROJ-1409.3.2.4	Paint	20	08-Oct-27	05-Nov-27	-29															Paint																	
A1890	NEWPROJ-1409.3.2.4	Interior Finishes	30	05-Nov-27	17-Dec-27	-29															Interior Finishes																	
A1910	NEWPROJ-1409.3.2.4	FF&E	5	17-Dec-27	24-Dec-27	328															FF&E																	
Closeout														11-Feb-28, Closeout																								
A1920	NEWPROJ-1409.3.2.5	Test and Balance	20	17-Dec-27	14-Jan-28	-29															Test and Balance																	
A1930	NEWPROJ-1409.3.2.5	Punchlist and Final Clean	30	17-Dec-27	28-Jan-28	-19															Punchlist and Final Clean																	
A1940	NEWPROJ-1409.3.2.5	Commissioning	20	14-Jan-28	11-Feb-28	-29															Commissioning																	
A1950	NEWPROJ-1409.3.2.5	City Final/Building Handover	0		11-Feb-28*	-29															City Final/Building Handover																	
Exhibit Design														07-Aug-26, Exhibit Design																								
Design Documents														07-Aug-26, Design Documents																								
A2010	NEWPROJ-1409.3.5.1	Facility Impact Plan - Prelim	20	16-Feb-26	13-Mar-26	595															Facility Impact Plan - Prelim																	
A2150	NEWPROJ-1409.3.5.1	Exhibits SD	30	16-Mar-26	24-Apr-26	617															Exhibits SD																	
A2000	NEWPROJ-1409.3.5.1	DD	75	27-Apr-26	07-Aug-26	617															DD																	
Exhibit Fab and Install														11-Feb-28, Exhibit Fab																								
A1990	NEWPROJ-1409.3.6	Fabricator/DB Quals	15	27-Apr-26	15-May-26	747															Fabricator/DB Quals																	
A2030	NEWPROJ-1409.3.6	Fabricator RFP Select/Contract	25	06-Jul-26	07-Aug-26	687															Fabricator RFP Select/Contract																	
A2020	NEWPROJ-1409.3.6	Fabrication Documents	90	10-Aug-26	11-Dec-26	490															Fabrication Documents																	
A2040	NEWPROJ-1409.3.6	Design Pricing	40	10-Aug-26	02-Oct-26	617															Design Pricing																	
A2050	NEWPROJ-1409.3.6	Verify Facility Impact Plan	15	10-Aug-26	28-Aug-26	672															Verify Facility Impact Plan																	
A2060	NEWPROJ-1409.3.6	Final Pricing and VE	30	02-Nov-26	11-Dec-26	490															Final Pricing and VE																	
Fabrication														12-May-27, Fabrication																								
A2070	NEWPROJ-1409.3.6.1	Facility Impact Fabrication	30	05-Oct-26	13-Nov-26	617															Facility Impact Fabrication																	
A2080	NEWPROJ-1409.3.6.1	Shop Fabrication	108	14-Dec-26	12-May-27	490															Shop Fabrication																	
Installation														11-Feb-28, Installation																								
A2090	NEWPROJ-1409.3.6.3	Facility Impact Instl. - Structural	30	11-Jan-27	22-Feb-27	487															Facility Impact Instl. - Structural																	
A2100	NEWPROJ-1409.3.6.3	Facility Impact Instl. - Finishes	30	08-Oct-27	19-Nov-27	293															Facility Impact Instl. - Finishes																	
A2110	NEWPROJ-1409.3.6.3	On Site Installation	60	19-Nov-27	11-Feb-28	293															On Site Installation																	
Opening														07-Apr-28, O																								
A2120	NEWPROJ-1409.3.1	Staff Opening prep	10	11-Feb-28	25-Feb-28	253															Staff Opening prep																	
A2130	NEWPROJ-1409.3.1	SOFT opening	30	25-Feb-28	07-Apr-28	253															SOFT opening																	
A2140	NEWPROJ-1409.3.1	Grand opening (SPRING 2028)	0		07-Apr-28	253															Grand opening																	

█ Remaining Level of Effort ◆ Milestone
█ Actual Level of Effort ▾ summary
█ Actual Work
█ Remaining Work
█ Critical Remaining Work

Date of Last Update - 10-Dec-25

			Phase 1 Proposal	Phase 1A - SD and DD	Phase 1B - Permit and CD
		Preconstruction Services (FORMA)			
supplemental		Preconstruction Services	\$ 184,910.00	\$ 100,000.00	\$ 84,910.00
		Site Investigations	\$ 35,000.00	\$ 15,000.00	\$ 20,000.00
		Design and Professional Services			
base		Mithun - Architecture	\$ 516,800.00	\$ 276,800.00	\$ 240,000.00
supplemental		Mithun - Architecture	\$ 6,900.00	\$ 3,450.00	\$ 3,450.00
supplemental		Mithun - Landscape	\$ 143,800.00	\$ 77,200.00	\$ 66,600.00
supplemental		FRAME - Project Type Expert	\$ 35,000.00	\$ 25,000.00	\$ 10,000.00
base		Struct - Structure Craft	\$ 109,000.00	\$ 69,000.00	\$ 40,000.00
base		Civil - Mayfly	\$ 103,308.00	\$ 48,028.00	\$ 55,280.00
supplemental		Civil - Mayfly	\$ 78,112.00	\$ 35,672.00	\$ 42,440.00
base		Mech/plumb - Sunset Air DB	\$ 119,600.00	\$ 59,800.00	\$ 59,800.00
base		Elect/LV - Sare DB	\$ 82,000.00	\$ 40,750.00	\$ 41,250.00
base		Specifications - MTA	\$ 43,660.00	\$ 17,760.00	\$ 25,900.00
supplemental		Acoustics - Tenor	\$ 13,275.00	\$ 9,600.00	\$ 3,675.00
supplemental		SARE Lighting - budget HLB	\$ 8,000.00	\$ 8,000.00	\$ -
supplemental		mithun Irrigation	\$ 3,900.00	\$ 3,900.00	
base		mithun Code	\$ 6,600.00	\$ 6,600.00	\$ -
supplemental		forma Geotech - Geoengineers	\$ 79,200.00	\$ 46,700.00	\$ 32,500.00
supplemental		forma Geotech Site Specific Ground Response Alt - Geoengineers	\$ 31,500.00	\$ 31,500.00	\$ -
supplemental		forma Environmental - Agreed Order - Geoengineers	\$ 75,000.00	\$ 75,000.00	\$ -
supplemental		SARE Lighting - supplemental HLB contingency for exhibit area specific lighting as required	\$ 20,000.00	\$ 20,000.00	\$ -
base		mithun Accessibility (allowance)	\$ 8,000.00	\$ -	\$ 8,000.00
base		forma Fire Protection - delegated design allowance	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
base		forma Deep Foundations - delegated design allowance	\$ 5,000.00	\$ 5,000.00	
base		forma PEMB structural - delegated design allowance	\$ 5,000.00	\$ 5,000.00	
base markup		markup Mithun Markup on consultants	\$ 27,056.80	\$ 14,138.80	\$ 12,918.00
supplemental markup		markup Mithun Markup on consultants	\$ 9,528.70	\$ 4,917.20	\$ 4,611.50
base markup		markup FORMA Markup	\$ 35,994.25	\$ 19,023.78	\$ 16,970.46
supplemental markup		markup FORMA Markup	\$ 17,665.27	\$ 11,999.35	\$ 5,665.93
		Preconstruction	\$ 184,910.00	\$ 100,000.00	\$ 84,910.00
		Design and Professional Services	\$ 1,545,900.00	\$ 884,839.00	\$ 661,061.00
		Allowances	\$ 48,000.00	\$ 35,000.00	\$ 13,000.00
		Site Investigation allowance	\$ 35,000.00	\$ 15,000.00	\$ 20,000.00
		Permit allowance	\$ 200,000.00		
		Reimbursibles	\$ 8,000.00		
		Contingency	\$ 90,690.00	\$ 51,742.00	\$ 38,948.00



HOCM Expansion		Brian Rich	Heather Skeehan	Brian Shaffer	Joel Brown	Kacey Crow	Brianna Davies	Jessie Robertson	TBD	TBD	
		PIC	SPM	Super	EST	PM	PE	BIM	DBI	Safety	
		HOURLY RATE	\$ -	\$ 138.00	\$ 154.00	\$ 115.00	\$ 115.00	\$ 86.00	\$ 115.00	\$ 115.00	\$ 115.00
11	Schematic Design Phase (11 weeks)										
	Weekly Meetings	8	16	11	11	11	8	8			
	On-Call Constructability/Estimating		16	16	24	8	8				
	VE tracking and management	6	8		24						
	Site Logistics Planning		8	24	8			2			
	Existing Conditions Investigation		8	24			24	16			
	Coordinate Design Schedule		8	8	2						
	SD Estimate Deliverable & Reconciliation	2	8	4	40	8	24		0		
	SD Subtotal	\$ -	\$ 9,936.00	\$ 13,398.00	\$ 12,535.00	\$ 3,105.00	\$ 5,504.00	\$ 2,990.00	\$ -	\$ -	
										SUBTOTAL \$ 47,468.00	
10	Design Development (10 weeks)										
	Weekly Meetings	10	16	10	10	10	10				
	On-Call Constructability/Estimating		16	8	16						
	Phasing Plan Coordination		8	32	24			16			
	Construction Schedule		8	32	8						
	Bid Packaging Plan including early packages and Outreach Plan	10	8	8	24	16	24		0		
	DD/GMP Estimate & Reconciliation	10	40	8	40	16	24				
	VE Tracking and Management	10	8	8	8	8					
	DD Subtotal	\$ -	\$ 14,352.00	\$ 16,324.00	\$ 14,950.00	\$ 5,750.00	\$ 4,988.00	\$ 1,840.00	\$ -	\$ -	
										SUBTOTAL \$ 58,204.00	
16	Permitting and Construction Documents (16 weeks)										
	Weekly Meetings / Monthly PM Meetings	20	40	16	16	16	24				
	On-Call Constructability/Estimating		10	8	40			16			
	Phasing Plan Coordination		8	40						4	
	Update Master Schedule		8	40						4	
	Outreach and Subcontracting	10	16	8	8	24	24		0		
	Constructability Review	10	16	40	8	24	24	40			
	CD Estimate & Reconciliation	10	16	8	40						
	VE Tracking and Management		20		20						
	CD Subtotal	\$ -	\$ 18,505.80	\$ 24,640.00	\$ 15,180.00	\$ 7,360.00	\$ 6,192.00	\$ 6,440.00	\$ -	\$ 920.00	
										SUBTOTAL \$ 79,238.00	
Grand Total HOURS		106	310.1	353	371	141	194	98	0	8	
Grand Total Dollars by Person		\$ -	\$ 42,793.80	\$ 54,362.00	\$ 42,665.00	\$ 16,215.00	\$ 16,684.00	\$ 11,270.00	\$ -	\$ 920.00	
										TOTAL STAFF \$ 184,910.00	
Subcontracted Services:											
	Utility locates									\$/UM	Total
	Coring / selective demo									NTE	\$ 10,000.00
	Site investigation									NTE	\$ 5,000.00
										NTE	\$ 20,000.00
										\$ -	
										TOTAL SERVICES \$ 35,000.00	
										Reimbursibles Allowance \$ 10,000.00	
Grand Total DOLLARS										\$ 229,910.00	



FORMA General Billing Rates 2025-26

Staff	Billing Rate
Principle in Charge	\$ 150
Senior Project Manager	\$ 138
Project Manager	\$ 115
Assistant Project Manager	\$ 86
Project Engineer	\$ 86
Superintendent	\$ 154
Estimator	\$ 115
Project Accountant	\$ 65
Project Administrator	\$ 65
Safety Manager	\$ 115
BIM Manager	\$ 115
Outreach Manager	\$ 115
Scheduler	\$ 115

Fully burdened staffing hourly rates are base wage plus fringe benefits with the following inclusions per L&I.

Inclusions:

- taxes
- insurance
- contributions and assessments required by law
- collective bargaining agreements
- pension/401k (employer contributions only)
- medical

Exclusions:

- Consultants and subcontractors for design or site investigation
- Office consumables to be via reimbursable expenses with a 10% markup.
- Commute travel/milage. Project specific (non-commute) travel to be addressed with specific vehicle rental rates and milage reimbursement in alignment with IRS milage rates.

November 18th, 2025
Revised December 11th, 2025

MITHUN

Heather Skeehan, AIA
Senior Project Manager
FORMA Construction
heather.skeehan@formacc.com
(253) 408-0168

Re: Hands On Children's Museum
Fee Proposal
Mithun project 2524900

Seattle
Pier 56
1201 Alaskan Way #200
Seattle, WA 98101

San Francisco
585 Howard Street #300
San Francisco, CA 94105

Los Angeles
758 New High Street #100B
Los Angeles, CA 90012

Dear Heather:

Following the Validation phase, Mithun is looking forward to starting full design services on the Hands On Children's Museum with our partners at Forma Construction and Frame!

Note this proposal is for integrated design services including Architectural, Interior, and Landscape design. The fees are included on the final page of this proposal and are lump sum with phase breakdowns and based on what we know of the project now, understanding that as fundraising efforts develop the scope of the project may grow.

We invite your questions and if this proposal is acceptable, we look forward to executing the DBIA agreement.

Looking forward to working with your team and expanding on this incredible asset for the city of Olympia!

Sincerely,



Craig Curtis, FAIA, LEED AP
Partner, Director of Emerging Building Technologies

cc: Crystal Loya, Mithun
Brian Rich, FORMA Construction

Enclosures: Project Scope and Fee Summary
Fee Summary

mithun.com —

Project Understanding

Since opening in 2012, the current museum facility on Jefferson Street has seen consistent growth in attendance and is currently operating well above the industry standards in terms of visitors per square foot, when compared to peer institutions. A major expansion is necessary to provide visitors with the level of experience expected, and to expand the uses that were not feasible in the original project budget.

Project Data

- Location: 414 Jefferson Street NE, Olympia WA 98501
- Jurisdiction: City of Olympia
- Zoning classification: UW – Urban Waterfront
- Design Review Requirements: assumed none
- Construction type: TBD
- It is understood there are known issues with soil contamination as well as the site being adjacent to the shoreline and within 100-year floodplain.
- Anticipated construction cost: \$12.4 million

Sustainable Design Goals

LEED Silver assumed due to potential government grant funding.

Program Summary

A preliminary program was developed during the feasibility study in summer 2024. During the Validation Phase, the team will confirm priorities of which program elements are to be included in Phase I but could include:

- Retail
- Lobby & Meeting spaces
- Galleries
- Education
- Support & Circulation
- Administration areas
- New outdoor exhibit and play areas
- New Pedestrian Plaza and entry sequence

Design scheme

The preliminary design can be found in the feasibility study document created in summer 2024. The team will now be re-evaluating that design given the anticipated construction costs and new program priorities as established during the phase.

Schedule and Owner Intent

- Anticipated commencement of construction: Q3 of 2026.
- Construction phasing: Anticipated the construction will occur in a single phase.
- The design and jurisdictional approval process will commence in August 2026;
- Key required jurisdictional approvals:
 - Land Use Approval;
 - Environmental Review;
 - Street Improvements Permit (list if SIP is separate from Building permit).
 - Demolition Permit;
 - Construction Permit(s): Anticipated that the design team will issue a single permit set at 80% design.

- Additional permits: Depending on program, there is potential for food service permits through Thurston County Public Health and preschool licensing through Washington State Department of Children, Youth, and Families
- Owner reviews: Anticipated owner review periods to occur at each milestone deliverable, concurrent with the kickoff of each next design phase.
- Project Delivery and Cost Estimating:
 - Project Delivery to be Progressive Design-Build.
 - At this time, only a single procurement package is anticipated.
 - GMP is assumed to occur following 50% Design Development deliverable.
 - FORMA is expected to provide periodic cost estimates.
 - FORMA is anticipated to provide constructability input during design.

Project Team

Hands on Children's Museum:

CEO: Patty Belmonte

City of Olympia:

Project Manager, Public Works Engineering: Jim Rioux

Parametrix:

Division Manager: Jim Dugan
Senior Owner's Project Manager: Heather Hocklander

Frame:

User Experience & Program Expert: Alissa Rupp

FORMA Construction:

DB Project Executive: Brian Rich
DB Preconstruction Manager: Heather Skeehan
Senior Cost Estimator: Joel Brown

Mithun Team Leaders:

Partner-in-Charge: Craig Curtis
Project Manager: Crystal Loya
Project Architect: Dustann Jones
Landscape Architect: Christian Runge

Consultants:

- Owner's Consultants:
 - Commissioning
 - Land Use Attorney (if needed)
 - Public Outreach
 - Permit Expeditor, if needed

- Mithun's Consultants:
 - Structural
 - Civil Engineering
 - Landscape Architecture (Mithun)
 - Irrigation
 - Interior Design (Mithun)
 - Lighting
 - Acoustical
 - Hardware
 - Vertical Transportation, if needed
 - Code Consultant, if needed
 - Accessibility Consultant, if needed

- FORMA's Consultants:
 - Mechanical and Plumbing
 - Fire Protection

- Electrical and Fire Alarm
 - Surveyor
 - Geotechnical Engineer
 - Environmental
 - Fall Protection / Exterior Building Maintenance (bidder designed)
 - LEED or other green rating system certification
 - Security Consultant (active response), if needed
- Mithun will coordinate with Owner's consultants and design/build contractors. Owner's consultants and D/B contractors are expected to meet the following requirements:
 - Follow the schedule developed by FORMA & Mithun with Owner's input;
 - Provide the deliverables necessary for Mithun's and its consultants' work in a timely manner.
 - Act collaboratively, be responsive, and provide complete information when requested.
 - Review documents provided by Mithun for coordination with their discipline and communicate any issues promptly.
 - Follow Mithun's BIM protocol if producing drawings.
 - Note that fees of consultants retained by Mithun will be charged at 1.1 times the cost to cover administrative expenses, including insurance, tax liability, and invoicing.

Scope of Services

Schematic Design (30% design)

Anticipated duration – 11 weeks

- Incorporate project scope and design decisions resulting from Validation phase estimate and budget reconciliation and from Owner's review of Validation phase deliverables.
- Advance the design in collaboration with Owner and consultant team. Integrate major building systems.
- Continued civil coordination in the site circulation and the extension and integration between new and existing building flows and exterior spaces.
- Site design for a new pedestrian plaza, overall site circulation, events and flexible play space, coordination with OFCI pre-K play equipment and open play areas, plant-focused spaces
- Planning for future site exhibit elements garden edges and sensory pathways, and an integrated indoor-outdoor visitor experiences.
- Coordination with Exhibit Designer for base conditions at events and flexible exhibit and open play spaces.
- Explore exterior material and color direction. This exploration will consider Owner's goals for building branding, experience and signage.
- Develop the Revit model for the scheme selected at the end of the Validation phase.
- Generate preliminary Land Use, Building, and Energy Code analyses.
- Develop preliminary space plans.
- Update sustainability goals, establish LEED credit targets in collaboration with the Owner and Consultants and develop Sustainability Plan.
- Participate in Land Use Preapplication Meeting and in the Early Assistance Meeting with the Design Review Board. Provide meeting notes.
- Develop a Project Narrative.
- Generate and submit Land Use Application.
- Meet with the Owner and key design team members on bi-weekly basis and provide meeting notes.
- Respond to the Owner's SD review comments.
- Respond to Contactor's questions during SD pricing.
- Assist the Owner with SD Cost Estimate.

Deliverables:

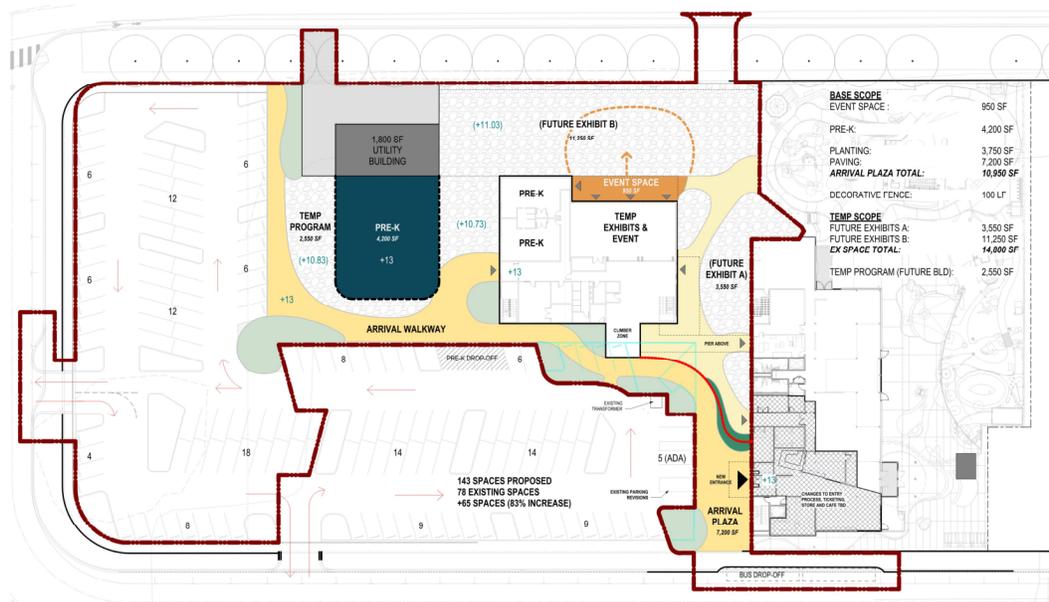
- SD-level architectural drawings generated for Land Use Application and augmented as necessary to include the following:
 - Project Data
 - Site Plan
 - Landscape and Tree Retention Plans
 - Typical Floor Plans for each plan configuration
 - Roof Plan
 - Exterior Elevations
 - Building and Site Sections
 - Preliminary Typical Wall Sections

- Preliminary Building Assemblies
- Building Area and Parking/Loading Quantity Matrix, organized by use
- Brief Design Narrative;
- Narrative description of the proposed architectural systems and materials, organized to follow CSI divisions.
- Narrative description of landscape materials and finishes, planting, soils, and irrigation (in parking and pedestrian plaza areas only), organized to follow CSI divisions.
- Sustainability Plan and LEED scorecard

Design Development (60% design)

Anticipated duration – 10 weeks

- Advance the design and integration of systems in collaboration with Owner and consultants.
- Continued civil coordination in the site circulation and the extension and integration between new and existing building flows and exterior spaces along all new building frontage.
- Documentation for a new pedestrian plaza.
- Coordination with OFCI pre-K play equipment.



- Prepare for and participate in Life Safety and Energy Code pre-application meetings with the local jurisdiction officials.
- Participate in 2 meetings with the local Department of Transportation and Local Utility Companies. These meetings are expected to be organized and led by the Civil Engineering Consultant.
- Respond to Land Use Review comments.
- Advise the Owner about the necessary Sustainability Plan adjustments.
- Coordinate preliminary Project Manual Division 1 requirements with Owner. Generate and coordinate technical DD specifications; identify preliminary scope of delegated design services.

- Participate in weekly project meetings with the Owner, contractor and consultant team and provide meeting notes.
- Respond to Client's DD review comments.
- Respond to Contactor's questions during DD pricing.
- Assist Owner with DD Cost Estimate review.

Deliverables:

- Drawings:
 - Project Data, including general information and area summaries;
 - Site, Floor, and Roof plans;
 - Exterior Elevations;
 - Building and Wall sections;
 - Building assembly types, typical partition and ceiling types;
 - Vertical circulation plans and sections;
 - Selected reflected ceiling plans with lighting and AV information;
 - Selected interior elevations, preliminary casework elevations and interior design feature details;
 - Finish schedules and selected finish floor plans;
 - Key envelope details;
 - Preliminary opening schedules;
 - Preliminary furniture and office equipment plans;
 - Landscape materials plans, including soil types;
 - Conceptual planting plans, schedules, key planting, irrigation, and site details for parking areas and pedestrian plaza;
 - Site sections.
- Project Manual, including:
 - Division One, Architectural and Landscape Architectural Specification Sections produced by Mithun;
 - Civil, Structural, MEP, and other sections provided by consultants
- Preliminary plumbing fixture and lighting fixture cut sheets (provided by consultants)
- Sustainability Plan and LEED scorecard updates.

Construction Documents and Permits

Anticipated duration: 16 weeks

- Advance design and coordination with other disciplines; develop details necessary to communicate design intent.
- Continued civil coordination in the site circulation and the extension and integration between new and existing building flows and exterior spaces along all new building frontage.
- Documentation for a new pedestrian plaza.
- Continued coordination with OFCI pre-K play equipment.
- Make remaining minor document revisions for Land Use approval.
- Generate and submit a Building Permit Application. Respond to permit review comments.
- Advise the Owner about the necessary Sustainability Plan adjustments.
- Coordinate and update Division One and architectural specification sections.

- Coordinate and compile technical specification sections produced by the design consultants; define the extent of delegated design services.
- Identify delegated design services and incorporate the necessary performance and design criteria in specifications.
- Identify deferred submittals.
- Issue Building permit set and 80% CD Project Manual for pricing update and Owner's review.
- Respond to Owner's, Contractor's questions during 80% CD estimate and review.
- Incorporate Owner's comments and constructability input, as well as minor document revisions, in response to cost estimate update and budget reconciliation. Mithun has allocated 40 hours for such revisions. Refer to the attached consultants' proposals for extent of minor CD revisions anticipated by consultants at this stage.
- Following Building Permit Application, develop remaining construction details and specifications.
- Coordinate Owner-furnished and Owner-provided items, Alternates, Allowances and Unit Price requirements with the Owner;
- Continue weekly project meetings with Owner, contractor and consultant team. Provide meeting notes.

Deliverables:

- Building Permit Application / 80% CD Drawings:
 - Project Data sheets with general information
 - Zoning Code Data and Diagrams;
 - Building Code Data and Life Safety diagrams;
 - Energy Code Data and Diagrams;
 - Site, Floor, and Roof plans;
 - Landscape plans;
 - Exterior Elevations;
 - Building and Wall sections;
 - Building assembly types;
 - Partition and ceiling types;
 - Vertical circulation plans, sections, elevations and details;
 - Reflected ceiling plans (RCPs) with limited mechanical and lighting information, assuming HVAC and Electrical permit applications are developed on a separate timeline;
 - Detail Restroom plans and elevations;
 - Major envelope details;
 - Opening details;
 - Opening and curtainwall schedules.
- Issued for Construction Set will include the above-listed drawings and the following:
 - Additional Envelope details;
 - Detail RCPs for selected spaces;
 - Millwork and Casework details;
 - Interior finish, finish floor plans, and interior design feature details;
 - Preliminary furniture plans;

- Landscape materials, layout, grading and planting plans;
- Landscape construction details.
- 80% CD Project Manual and Issued for Construction Project Manual;
- 80% CD and Issued for Construction Cut Sheets for plumbing and lighting fixtures (provided by consultants);
- Sustainability Plan and LEED scorecard update.
- Development and coordination in compliance with DCYF facility design and construction standards including requirements for safety, spatial configuration, and environmental quality.
- Meetings as required with DCYF to confirm specific requirements, fixtures, equipment mounting heights, age ranges, and egress.

LEED v4.0 Silver Certification Support

Mithun charges a flat rate of \$750 per credit that we are responsible for documenting + a 15% contingency. In preliminary discussions with the design team, Mithun will be taking the lead on the following credits:

- SSc1 Site Assessment
- SSc2 Protect or Restore Habitat
- SSc5 Heat Island Reduction
- WEp1 Outdoor Water Use Reduction
- MRp1 Storage & collection of Recyclables
- MRc1 Building Life-Cycle Impact Reduction
- IEQc7 Daylight
- IEQc8 Quality Views

Project Scope Changes

The Owner can modify the project scope, the design, or the program. If such modifications invalidate completed work or otherwise cause the Architect to abandon or to revise previously completed work, such modification shall be considered a "change" in the scope of services.

Mithun will promptly notify the Owner if Mithun determines that Owner's directions result in such scope changes and will submit a fee proposal for additional services and time. Mithun will proceed with additional services after securing Owner's approval of additional fees and time.

Assumptions / Clarifications

- Forma will provide the necessary topographic and utility surveys, geotechnical, and environmental reports, as well as updates or revisions of these documents if requested by Mithun or its consultants.
- Owner will provide written standards or direction and/or will retain a security consultant to develop recommendations for addressing Owner's obligations for mitigating potential security threats. Mithun will integrate such standards or recommendations into its design and documents.
- Mithun's construction documents will identify delegated design services, which are customarily performed by engineers retained by Contractor. Construction documents will establish the necessary performance and design criteria for such services.

- Revisions of completed work due to unanticipated changes in the codes and regulations that occur during any design phase will be considered additional services.
- LEED Silver will be required in the base scope, anything beyond will be additional services.
- Living Building Challenge, Net Zero, and special material selection criteria, such as Red List, are not included.
- If climate resilience objectives are identified for the project, Owner will retain consultant(s) with relevant expertise. Such consultant(s) will establish design requirements and will review the design and construction documents to confirm implementation.
- Contractor involvement in the project during design phases will reduce coordination effort during CA.
- Mithun will utilize Revit Building Information Management (BIM) platform as the design and documentation tool. The model itself is not expected to serve as a contract document, nor is it expected to be used for construction or cost estimating. All key building consultants, including Structural, Interior Design, Mechanical, Plumbing, and Electrical, are expected to work in Revit throughout the design phases as well. Mithun will develop majority of model elements, but not all, to Level of Development (LOD) 300 during Construction Documents phase. Modeling process and expectations will be further clarified in BIM protocols, if used.
- Mithun will use email and a mutually acceptable platform for file sharing. Managing a centralized document system for external team members is outside of Mithun's scope. During construction, Contractor is expected to take over the primary responsibility for electronic file sharing and document management.
- Unless paper copies are specifically required or requested, Mithun will produce all deliverables, progress documents, and communications in PDF format.
- Mithun will not be responsible for permit application and review fees.
- Mithun will provide project statistics, including floor areas that are readily available at each stage of design and will provide required area calculations for jurisdictional approvals.

Optional Additional Services

- Design studies and presentations requested by Owner in addition to those listed above.
- Mithun relies on graphics and 3-d visualization tools to communicate design ideas as part of its basic services. Physical models, professional quality renderings, fly-throughs, and virtual reality presentations can be produced in-house or by our visualization consultants as an additional service. This level of presentation materials may be required for jurisdictional design review and can be an important part of marketing or fund-raising.
- Production of marketing materials.
- Attendance or participation at Public, Stakeholder, or Neighborhood Outreach meetings.
- Non-standard waterproofing details & consultant coordination for non-typical subgrade conditions, such as high hydrostatic pressure, contaminated soils, methane control.
- Scopes to be coordinated after Validation:
 - Water feature design and coordination.

- Larger scale horticultural-level garden design (like sensory gardens).
- Large scale custom play structure and outdoor exhibit design and coordination.
- Coordination with the Owner's Arborist.
- Street Frontage Improvements.
- Built-in site components, such as fireplaces or grilles. Furniture selection and custom furniture design.
- Furniture selection and final specifications.
- Assistance with art selection, graphics opportunities, and art integration with project design.
- LEED / other green rating system documentation and management of the certification process.
- Energy modeling and Life Cycle Analysis.
- Coordination with more than one general contractor to perform the work.
- Assistance with preparation of Owner-Contractor Agreement.
- Production of a Conformed set.
- Evaluation of substitution requests (if substitutions are allowed by Owner) for reasons other than those listed in the Procurement Phase above.
- Construction site visits and meetings in excess of the amount listed above. Contract Administration beyond 16 months.
- Response to unnecessary or incomplete RFIs.
- Phased punch list and close-out.
- Punch list walk-throughs, beyond the number negotiated with Forma at GMP.
- Revit shop drawing integration during CA phase.
- As-built model and documents based on record documents supplied by Contractor.

Fee Summary

Architectural

Schematic Design (30% Design)	\$132,800
Design Development (60% Design)	\$144,000
Permit (80% Design)	\$120,000
Issued for Construction	\$120,000
<i>Architectural Services Total</i>	<i>\$516,800</i>

Landscape

Schematic Design (30% Design)	\$47,000
Design Development (60% Design)	\$30,200
Permit (80% Design)	\$41,600
Issued for Construction	\$25,000
<i>Landscape Services Total</i>	<i>\$143,800</i>

LEED v4.0 Silver Certification Support

(8) credits at \$750	\$6,000
15% contingency	\$900
<i>LEED Services Total</i>	<i>\$6,900</i>

Hourly Fees:

Staff Level #1 (Craig Curtis)	\$295
Staff Level #2	\$255
Staff Level #3 (Christian Runge)	\$220
Staff Level #4 (Crystal Loya & Dustann Jones)	\$200
Staff Level #5	\$190
Staff Level #6 (Shaine Wong & Michael Everett)	\$180
Staff Level #7 (John Whitaker)	\$170
Staff Level #8	\$160
Staff Level #9	\$150
Staff Level #10	\$135

Reimbursable expenses, such as courier services, mileage, travel expenses, reprographic services, photography, long distance communications, and permit application and review fees, are not included in this proposal. These expenses will be charged at 1.10 times their cost.



103-858 Bank Street
Ottawa, ON, K1S 3W3
P 613 567 8889
www.CHMfire.ca

Proposal for Fire and Code Consulting

Date November 5, 2025

Project Hands On Children's Museum – Olympia, WA

Client Mithun Attn: Crystal Loya

Address Pier 56, 1201 Alaskan Way #200, Seattle, WA 98101

Phone 206 623 3344

Email crystall@mithun.com

Thank you for the invitation to assist Mithun with this proposal for Fire and Code Consulting for the new extension to the existing Hands On Children's Museum (HOCM) located in Olympia, WA. CHM Fire Consultants Ltd (CHM) (consultant) will be contracted to Mithun (client), and this proposal is based on the meetings, emails and drawings from the past week.

Project Understanding

The existing HOCM is being extended with a new building and outdoor areas. The new building extension will be three floors of approximately 17,000sf. The new building has mixed uses with areas to be utilized for exhibitions, events, galleries and include spaces for education and administrative offices. The building will include use groups are A-3, B and E. Some of the spaces will be flexible in use and could be A-3 or E use, and therefore the building is to be designed to allow for the use flexibility.

The building structure is to be predominantly timber framed, utilizing mass timber and light frame. A new walkway at the second floor will connect the new building to the existing HOCM building.

The City of Olympia adopts the 2021 Washington State Building Code (WSBC) based on the 2021 International Building Code (IBC).

Scope of Consulting Services

The role for CHM will be to assist Mithun and the project team with advice related to the fire safety and code compliance for the new HOCM building. The project is in an initial schematic design (SD) phase as the building space-planning, uses and rooms are determined.

Given the desire to use timber for as much of the structure as possible, our initial role will be to assist Mithun with determining the most suitable construction type and working with the project team to allow the building to be built with a timber structure.

Based on an initial review, the most appropriate construction type for the building will be either Type IIIB or VA, with the pros and cons of other construction types to also be considered. The inclusion of Assembly uses to the third floor rules out construction type VB. The floor area proposed is within all construction type limits. A question to be addressed will be the use of timber within the exterior walls and the differences between Type III and Type V.

The other question to be initially addressed is the construction of the pedestrian bridge connecting the existing and new buildings and the materials permitted. Advice on WSBC Section 3104 for buildings connected by pedestrian walkways will be provided. This section has been rewritten in recent IBC editions, though is still not as clear as it could be. A review of the ICC code change proposals may assist, or an ICC Opinion may help.

As the design progresses through SD, we can assist with reviews of the working drawings against the WSBC and provide feedback on the methods for compliance for the proposed building and assist Mithun with options and questions. This would be in the form of online meetings, mark up of drawings (Bluebeam) and associated notes.

If required, we can document a Fire Safety and Code report that details all relevant code information for the building, based on the SD or early Developed Design drawings. We can also assist by attending meetings with the City of Olympia.

QUALIFICATIONS

CHM Fire Consultants is a consulting firm specialized in the practice of code consulting and fire engineering with special emphasis on timber-based products and timber construction. The expertise of the firm is highly regarded by both our clients and peers in providing sound professional advice and creative solutions for timber construction. CHM provides leading-edge expertise and experience in the application of building codes, fire tests and timber product solutions to address a wide variety of fire safety issues.

This project will be led by David Barber, supported by Dr. Steve Craft.

COMPENSATION

CHM will perform the above scope of service based on hourly rates. For the advice during the SD phase and general consulting related to construction type, the pedestrian bridge, exterior walls and WSBC compliance, we recommend an initial budget of 20 hours with a not to exceed value of \$6,600.

If the number of hours approaches the not to exceed value, we would notify you in writing and request an extension. Invoices will be raised at approximately 50% and 100% of the not to exceed value and will itemize all tasks and deliverables for the hours spent.

We have assumed there would be no requests for *Alternative materials, design and methods of construction and equipment* (AMMR) required for the project. If needed, we would work with Mithun on a revised scope and agreed fee for the additional work.

Below are CHM's current hourly rates, which may be revised periodically.

- David Barber - USD\$330/hr
- Dr. Steve Craft - USD\$340/hr
- Additional Technical Staff -USD\$100 - \$300/hr

We can start as soon as required and have assumed our role would occur over the next six months. If the schedule extends or the building design varies significantly, we will request an amendment to our not to exceed fee. Our role does not include for the specification or design of fire protection systems.

The above fee includes consulting only and expenses, such as for travel, will be billed in addition. Services will be provided in accordance with the attached 'Terms of Engagement' which forms an integral part of this agreement. Sales taxes will be added to the fees above as required.

CLIENT ACCEPTANCE

Thank you for the opportunity to provide this proposal. We are very interested in assisting Mithun with the new HOCM project. If you are in agreement with the above scope, please sign below and return a copy to us as our authorization to proceed. Alternatively, please provide us with an authorization in writing that makes reference to this proposal. Please contact me if you need any clarifications or require any further questions.

Prepared by,



David Barber
CHM Fire Consultants Ltd.

Accepted by,

Name (Print) _____ Signature _____ Date _____

Mithun Design Group

TERMS OF ENGAGEMENT

The Client agrees to retain CHM Fire Consultants Ltd (CHM) to provide professional consulting services under the following terms of engagement:

1. Compensation

A verbal request for CHM to proceed with services is also deemed to be an acceptance of these terms and conditions. Services rendered and reimbursable expenses will be invoiced monthly in US dollars and are due immediately when invoices are rendered. Invoices or related correspondence may be rendered either in paper or electronic form. Unless otherwise agreed to, professional time will be billed at current billing rates, available upon request. Reimbursable expenses will be invoiced at cost plus 10%. Expenses include but are not limited to fees and expenses of sub-consultants, copying, reproduction, authority having jurisdiction fees, delivery, courier, travel, parking, lodging, and all applicable taxes. Questions regarding an invoice must be submitted in writing within 14 days of the invoice date. Interest will be charged at 2% per month (26.8% per annum) on accounts still unpaid after 30 days. CHM reserves the right to discontinue services, without penalty, in the event that any invoice is 90 days or more past due.

Any significant change in design requiring a change in the scope of services, or any verbal or written direction from the Client which results in a change to the scope of services as set out in the Agreement; shall be considered additional services and entitles CHM to an adjustment to the consulting fee and time schedule (if any) agreed upon.

2. Representatives

Each party to this Agreement shall designate a representative authorized to act on behalf of that party and receive notices under this Agreement. Unless otherwise agreed to, the person requesting services from CHM and any CHM staff responding are considered the designated representatives authorized respectively to act on behalf of that party and receive notices under this Agreement.

3. Suspension of Services

CHM reserves the right to suspend services under this Agreement if accounts are not paid within 30 days from the date of issue. CHM will not be held liable for any costs or delays caused by such suspension of services.

4. Termination

If either party fails to substantially perform their respective obligations under this Agreement, the non-defaulting party may terminate the Agreement with cause after giving 7 days' notice to remedy the default. CHM reserves the right to terminate this Agreement, to stop providing consulting services, and to withhold or withdraw any portion of their deliverables if payment of fees is in arrears or if fees have not been paid in accordance with the terms outlined herein. Either party may terminate this Agreement without cause, upon not less than 30 days' written notice. On termination by either party under this paragraph, the Client shall pay to CHM its' charges for the services performed and expenses incurred for this project.

5. Professional Responsibility

As required by PEO, CHM subscribes to a Professional Liability Insurance program. Notwithstanding any marketing materials or representations made elsewhere, CHM will only be responsible for exercising the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of services at the time and location for which the services are to be performed in this Agreement. Any review performed by CHM is not to be necessarily construed as exhaustive or complete.

6. Copyright

All documents prepared by CHM or on behalf of CHM in connection with the project are instruments of service for the execution of the project. CHM retains the ownership and copyright of such documents whether the project is executed or not. Use of these documents is contingent upon full payment to CHM for services rendered, and these may not be used on any other project without the prior written consent of CHM.

7. Field Reviews

Field reviews are performed at the sole discretion of CHM, to observe whether installations are being carried out in general consistency with the intent of documents prepared by CHM.

The scope of services is based upon the assumption of quality construction being achieved; deviations may require services beyond those agreed upon, at additional fees. Any reduction from the standard of installation recommended may result in CHM withholding final documents or professional Letters of Assurance for the installation, for which the Client shall not hold as basis for any claim against CHM.

8. Limitation of Liability

The Client agrees that any and all claims which the Client has, or may have, against CHM in any way arising out of or relating to CHM's duties and responsibilities under this Agreement shall be limited to the amount of compensation to be paid to CHM under the Agreement, and representatives of CHM shall have no personal liability in respect of such claims. CHM includes its current and former directors, principals, officers, employees, representatives and sub-consultants. "Claim" or "claims" shall mean a claim or claims whether in contract or tort. No claim may be brought against CHM in contract or tort more than 2 years after the services were completed or terminated under this Agreement.

CHM shall not be responsible for (but not limited to):

- a) unforeseen, unpublished or unknown changes in policies, decisions, code interpretations, bulletins, notices, etc., provided by any authority having jurisdiction that affect the delivery or results of CHM's services. CHM does not warrant or guarantee the results or timing of reviews by any authority having jurisdiction;
- b) failure of any contractor or other consultant, retained by the Client to coordinate or perform the work required at the project in accordance with the applicable contract documents or documents prepared by CHM;
- c) costs arising from implementation of CHM's recommendations;
- d) failure of the Client, property manager, or any future operators or other owners, to properly maintain, service or repair installations as necessary for proper use and functioning;
- e) design of, defects in, or the construction of the components of the project that are described and regulated under the applicable Building Code; other than Part 3, the fire and life safety aspects of Part 9, and the fire and life safety aspects of Vancouver Building Bylaw Part 10;
- f) consequences of any project decisions made by the Client, or others, where such decisions are made without the advice of CHM, or contrary to, or inconsistent with, the advice offered by CHM;
- g) consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
- h) unauthorized reliance by others on any document prepared by, or on behalf of CHM, for the exclusive use of the Client;
- i) discovery, reporting, analyses, evaluation, presence, handling, removal, or disposal; of toxic or hazardous substances or materials in any form at the project;
- j) failure of the project to perform in accordance with the target of any energy or sustainability criteria or model including but not limited to LEED; or
- k) any delays or losses caused by disruptive events beyond CHM's control, including but not limited to: labour disruptions, power outages, electronic document transmission disruptions, extreme weather, natural disasters, calamities, force majeure, etc.

9. Dispute Resolution

The parties to this Agreement shall make all reasonable efforts to resolve any dispute by amicable negotiations and agree to provide, on a without prejudice basis, full and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the parties have been unable to resolve a dispute, either party may, by written notice, require the appointment of a mediator in accordance with the latest edition of CCDC 40, "Rules for Mediation and Arbitration of Construction Disputes", to assist parties to reach an agreement. Unless the parties agree otherwise, the mediated negotiations shall be conducted in accordance with those rules, amended as follows:

All references to the term "Contract" within CCDC 40 shall refer to "this Agreement";



20 November 2025 (Revision 1)

Crystal Loya
Associate Principal

Mithun

Pier 56, 1201 Alaskan Way, Suite 200
Seattle, WA 98101
206.971.3427
crystall@mithun.com

Re: Hands On Children's Museum / Olympia, Washington, United States

Crystal,

We are pleased to submit this proposal for professional services as Lighting Designers for the above Project. This proposal is based on proposal mark ups received on 13 November 2025, an email received on 13 October 2025 and all subsequent communication. We understand the Project to be a 20,000 square foot museum addition (~12,000 square feet of areas in HLB's scope) with an estimated construction budget of \$20.1 million (current publicly funded budget with continued fundraising). We are aware of the Client's sustainability goals and will work with the team to design a project targeting LEED Silver certification within our Scope of Services.

HLB will provide our documentation to the design-build Electrical Contractor at the completion of the Design Development phase. The Lighting Designer will review and comment on the Architect's and Electrical Engineer's documentation throughout the Construction Documents phase to ensure the design intent is maintained.

DESIGN AND CONSTRUCTION SCHEDULE

The Scope of Services and compensation is based on the discussed approximate design and construction schedule as follows:

Phase	Duration
PHASE 1 DESIGN DEVELOPMENT (SCHEMATIC DESIGN & DESIGN DEVELOPMENT)	21 Weeks
PHASE 1B TECHNICAL DOCUMENTATION (CONSTRUCTION DOCUMENTS & PERMITTING)	16 Weeks
PHASE 2 CONSTRUCTION ADMINISTRATION (NOT INCLUDED IN THIS CONTRACT)	14-16 Months

SCOPE OF WORK

The Scope of Services include design for the following areas:

Interiors:

- Entry
- New Lobby
- Pier
- New Exhibit Spaces (Base Building/Architectural Lighting Only)
- Lobby & Tickets (Minimal Scope)
- Orientation (Minimal Scope)

Exteriors:

- Arrival Plaza
- Pier
- Outdoor Event Space

SCOPE OF SERVICES

The following professional services and deliverables are included as listed below. The Scope of Services assumes all "local" meetings will occur in Seattle, Washington, United States.

PHASE 1 – DESIGN DEVELOPMENT

1 SCHEMATIC DESIGN

- 1.1 Participate in design conferences with the Client, Owner, Architect, and other consultants to discuss project concepts, illumination criteria, project cost guidelines, and schedule parameters. Time for up to four (4) hours of local meetings or online conferences during this phase is included in the fee.
- 1.2 Prepare design studies and analysis for visual tasks to be performed by the occupants and functional requirements for the lighting system.
- 1.3 Prepare a Basis of Design outlining recommendations for lighting design for Client approval. The Report may discuss items for each area type that includes lighting design approach, design criteria, sustainability criteria, target light levels, power densities, color temperature, estimated luminaire budgets, control intent, and may also include diagrams or representative precedent imagery.
- 1.4 Prepare a Schematic Lighting Design Package (8-1/2" x 11" or 11" x 17" digital format) with up to three (3) design schemes for each area type that includes: sketches, illustrated plans and elevations, imagery and other visual presentation elements required for communication of the lighting design intent within the Design Team.
- 1.5 Participate in a presentation of lighting design intent to the Client and Design Team. Time for up to two (2) hours of local meetings or online conferences is included in the fee.

Deliverables in this phase:

- One (1) issuance of the Basis of Design
- One (1) issuance of the Schematic Lighting Design Package

2 DESIGN DEVELOPMENT

- 2.1 Participate in design conferences with the Client, Owner, Architect, and other consultants. Time for up to eight (8) hours of local meetings or online conferences during this phase is included in the fee.
- 2.2 Participate in a presentation of lighting design intent to the Client and Design Team. Time for up to two (2) hours of local meetings or online conferences is included in the fee.
- 2.3 Prepare electric lighting calculations for typical representative space types as required for in-house verification of design concepts. Calculations are used as a design tool to study quality and quantity of luminaires only and are not intended to create photo-realistic presentation renderings.
- 2.4 Prepare preliminary design and layouts of proposed luminaires by the creation of an Autodesk Revit lighting model (LOD 200) based on electronic Revit backgrounds provided by the Architect when ceiling information has been sufficiently resolved (heights and types of ceilings).
- 2.5 Prepare a preliminary Luminaire Schedule (single-name specification), Product Data Sheets, and sketch recommendations for architectural mounting details.
- 2.6 Prepare general specification Section 26 5113 Architectural Luminaires, Sources, and Components for the architectural luminaires (in CSI format).
- 2.7 Assist with establishing allowances or budgetary probable costs (material cost only) of specified luminaires for preparation of a preliminary cost estimate by the Contractor/Cost Estimator.
- 2.8 Assist with confirmation of compliance with the maximum allowable connected load for luminaires as dictated by the lighting section of applicable energy code. Spot check evaluations shall be performed for typical area types for in-house verification of compliance with the energy code or energy reduction goals.
- 2.9 Prepare a preliminary Control Intent Narrative and/or Zoning Diagrams for zoning and lighting controls performance for spaces where specialized lighting controls or zoning are within Scope of Work or for spaces which exceed the minimum lighting controls code requirements.
- 2.10 Prepare reviews and comments on the Design Development documents prepared by the Architect and their Consultants for conformance with the lighting design intent.

Deliverables in this phase:

- Up to two (2) issuances of Luminaire Layouts
- Up to two (2) issuances of the Luminaire Schedule and Product Data Sheets Package
- Up to two (2) issuances of Architectural Luminaire Specification Section 26 5113
- One (1) issuance of the Luminaire Budget
- One (1) issuance of preliminary Control Intent Narrative and/or Zoning Diagrams

PHASE 1B – TECHNICAL DOCUMENTATION

3 CONSTRUCTION DOCUMENTS

- 3.1 Participate in conferences with the Client, Owner, Architect, and other consultants. Time for up to twelve (12) hours of local meetings or online conferences during this phase is included in the fee.
- 3.2 Assist with the coordination of the lighting design with the architectural and electrical design.
- 3.3 Prepare updated layouts of proposed luminaires as mark-ups on the Architect's and/or Engineer's documents.
- 3.4 Assist with the evaluation of a cost estimate (material cost only) prepared by the Contractor/Cost Estimator for specified luminaires and control equipment.
- 3.5 Prepare reviews and comments on the Construction Documents prepared by the Architect and their Consultants for conformance with the lighting design intent.

Deliverables in this phase:

- Up to two (2) issuances of Luminaire Layouts as Mark-Ups
- One (1) issuance of written responses to the Cost Estimate
- Up to two (2) issuances of reviews and comments of Construction Documents

4 PERMITTING

- 4.1 Participate in conferences with the Contractor, Client, Owner, Architect, and other consultants. Time for up to four (4) hours of local meetings or online conferences during this phase is included in the fee.
- 4.2 Assist with responses for lighting-related Plan Review comments by Authorities Having Jurisdiction over the Project.

Deliverables in this phase:

- Up to two (2) issuances of responses to Plan Review comments

BIM COLLABORATION PROTOCOLS

1. The BIM model(s) shall be created and delivered to the Lighting Designer in Autodesk Revit.
2. The Lighting Designer will provide luminaire layouts as a Revit linked model for incorporation into the architectural model for reference by the Architect and Electrical Engineer.
3. The modeled deliverables provided by the Lighting Designer shall be graphically represented within the model to the Level of Development (as defined by 2024 BIMForum LOD specification) per phase as noted in the matrix below:
 - a. Level of Development 200: The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Model content is limited to show design and intent of the lighting system.
 - b. Level of Development 300: The Model Element is graphically represented within the Model as a specific system, object, or assembly in terms of quantity, size, shape, location, and orientation. Approximate spacing and location for supports and seismic control and allowances for access or code clearances shall be the responsibility of the installation Contractor. Model content is limited to show design and intent of the lighting system.
 - c. Level of Development 350: The Model Element is graphically represented within the Model as the design specified system, object, or assembly in terms of quantity, size, shape, location, and orientation. Actual spacing and location for supports and seismic control and allowances for access or code clearances shall be the responsibility of the installation Contractor.
 - d. Level of Development 400: The Model Element is graphically represented within the Model as the design specified system, object, or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Final coordination shall be the responsibility of the installation Contractor.

Phase	Level of Development	Lighting Package Delivery Frequency*	ACC** Model Sharing Frequency
Schematic Design	N/A	N/A	N/A
Design Development	200	Weekly	Weekly
Construction Documents	N/A	N/A	N/A
Permitting	N/A	N/A	N/A

*Deliverables including BIM Model

**Autodesk Construction Cloud

4. An increased Level of Development (LOD) for the lighting BIM model, as outlined in the table above may be provided as an Additional Service.
5. BIM lighting model exchanges will be provided as outlined in the table above. BIM model exchanges beyond the frequency listed and in addition to the milestone issuances listed in the Scope of Services may be provided as an Additional Service.
6. Live model sharing is intended for coordination purposes only and must adhere to established access controls, change tracking, and periodic review protocols. The model should be considered a work-in-progress and should not be used as a final reference without confirmation of its status.

7. The BIM model may be utilized for coordination purposes only. It will serve as a tool to support design alignment and integration but will not include detailed modeling or documentation.
8. BIM model updates are not included during the Construction Administration phase but may be provided upon request as Additional Services.
9. Inclusion of manufacturer-specific luminaire families, IES photometry files, parametric detailing, design visualizations or renderings, and integration of energy data into the Revit model are excluded from the Scope of Services but may be provided as an Additional Service.
10. Detection or identification of cross-discipline clashes in the Revit model are not performed by the Lighting Designer. Review of clash detection reports by others is excluded from the Scope of Services.
11. If requested by the Owner or Client, the lighting BIM model may be transferred at the conclusion of the scope outlined in the Scope of Service above, subject to the execution of a BIM/Revit release form. Prior to transfer, the model will be cleaned and prepared to ensure clarity and usability. This handoff is contingent upon the Owner's request and acceptance of the specified terms.

LEED Silver Services (Optional / Add Alt Service, not included in base scope)

LEED Base Services: The Project is intended to achieve a LEED Silver Rating under the BD+C NC v4.1 system. HLB will work with the Architect, LEED Consultant and/or the Whole Building Energy Simulation Consultant and provide assistance and review for areas within our scope, for the following LEED points, if sought:

1. SS Credit: Light Pollution Reduction – Option 1 BUG Rating Method
 - Provide luminaire schedule showing uplight ratings to the Architect or LEED Consultant.
2. EQ Credit: Interior Lighting
 - Provide design solutions for EQ Credit: Interior Lighting – Strategies 1 or 2. Design and documentation for Strategies 3 (Lighting Control) and 4 (Surface Reflectance) shall be the responsibility of the Electrical Engineer, Architect or Interior Designer.

The above scope does not include LEED On-line or Energy Star or Total Power Density more than 15% reduction below Std 90.1 2016. HLB will provide a Lighting Control Narrative, but no additional documentation unless full control specifications are part of our scope. Additional points are available under optional services below.

Optional Services:

1. LEED Certification design coordination and compliance documentation can be provided for the following LEED for BD+C New Construction Version 4.1 credits:
 - EQ Daylight Credit: HLB will perform simulations for only one of the following Options, to be selected by Architect:
 - Option 1: Spatial Daylight Autonomy (sDA) and Annual Sunlight Exposure (ASE) calculations (1-3 pts: New Construction/Core and Shell/Schools/Retail/Data Centers/Warehouses/Distribution Centers or 1-2: pts Healthcare). Perform annual simulations as defined in IES LM-83-12 for each regularly occupied space. Additionally, supply average $sDA_{300/50\%}$ value for the total regularly occupied floor area. Note: For any regularly occupied spaces with $ASE_{1000,250}$

greater than 10%. Architect or LEED Consultant shall be responsible for identifying how the space is designed to address glare.

- Option 2: Point in Time illuminance Calculations on clear-sky equinox date (1-3 pts: New Construction/ Core and Shell/ Schools/ Retail/ Data Centers/ Warehouses/ Distribution Centers or 1-2 pts: Healthcare). Examine TMY data to calculate averaged illuminance intensity values for sun (direct component) and sky (diffuse component) for clear-sky conditions. Perform simulations that demonstrate illuminance levels are between 300 lux and 3,000 lux at both 9 a.m. and 3 p.m. for each regularly occupied space. Blinds or shades are excluded from the model, however view-preserving automatic (with manual override) glare-control devices are required to demonstrate compliance.

EXCLUDED SCOPE OF WORK

The following scope areas are not included in this proposal and may be provided by the Lighting Designer as additional services if requested:

- Exterior building lighting
- Pre-K Classrooms & Outdoor Space
- Culinary Classroom
- Event Rooms
- Offices
- Garden Edge / Buffer Space
- Elevator cabs
- Egress stairwells
- Electrical, mechanical, telephone, IDF, and MDF rooms
- Storage, trash, and janitorial rooms
- Commercial kitchens
- Exterior building façade lighting
- Sports and athletic fields, and children's playgrounds
- Parking garages and lots
- Public streets, roadways, highways, including driveway entrances occurring in the public right-of-way
- Storage or service yards and loading docks
- Industrial sites, including but not limited to, rail yards, maritime shipyards and docks, piers and marinas, and aviation facilities
- Water features, pools, and spas
- Internally illuminated signs
- Monuments and statuary
- Outdoor lighting for special effects
- Temporary outdoor lighting
- Lighting related to off-site improvements
- Lighting for green/living walls
- Light art installations
- Lighting integrated into display cases
- Temporary or permanent exhibits
- Lighting for theatrical or other live performances, and rigging
- Walk-in freezers or refrigerated cases

EXCLUDED SERVICES

1. The following services are not provided by the Lighting Designer:
 - Emergency, egress, exit lighting, and exit sign design and calculations
 - Comparative life-cycle cost analysis for electric lighting systems
 - Preparation or review of record drawings or as-built documentation
 - Design of any structural engineering details such as light pole bases, electrical equipment suspension, seismic bracing, and other supports, which require the review and approval of a licensed engineer
 - Traffic signage lighting
 - Lighting required by the Federal Aviation Administration and the Coast Guard or similar agencies

2. The following services are assumed to be provided by the Electrical Engineer:
 - Emergency, egress, exit lighting, and exit sign design and calculations
 - Lighting layouts and specifications for areas not listed in the Scope of Work above
 - Lighting controls system design, layout, and specifications
 - Energy code calculations and compliance documentation
 - Services normally within the scope of the Electrical Engineering discipline

COMPENSATION FOR PROFESSIONAL SERVICES

The Scope of Services listed herein will be provided as a fixed fee to be billed on a percent complete basis as follows:

PHASE	FEE	
Phase 1 Design Development (Schematic Design & Design Development)	\$24,000	Budget held on Phase 1 Proposal Final design proposal in alignment with SARE will be submitted to client for review and approval in SD: \$8,000 base fee \$20,000 allowance
Phase 1B – Technical Documentation (Construction Documents & Permitting)	\$8,000	
TOTAL	\$32,000	
General Reimbursable Expenses	\$500	

ADDITIONAL SERVICES	FEE
Daylighting Services*	\$21,000
Full Design/Documentation for the following spaces:	
• Lobby & Tickets	\$15,000
• Orientation	
• Café	
• Museum Store	
LEED Silver Services	\$3,000

***Daylighting Services (Optional Service, not included in base scope):**

Provide studies and recommendations to guide and inform the daylighting design. Support the design team in developing integrated daylighting and shading strategies that enhance access to natural light, preserve views, and ensure year-round visual comfort across all regularly occupied areas, in coordination with electric lighting design, through the Phase 1 (Design Development) phase:

1. Investigate methods to optimize daylight in accordance with best practice, high-performance building criteria and owner-specific design guidelines.
2. Identify times of solar glare risk and assess performance requirements of solar control strategies.
3. Develop simulations to assess daylight performance and determine illuminance levels over daylight areas. Assess light sufficiency of key areas such as exhibition spaces, gathering spaces, and applicable support spaces.
4. Advise on the visual properties of glazing and solar control systems for envelope and openings, and the light-related properties of material selections of the interior design, for the purpose of optimizing the daylighting design.

The proposal assumes all areas of the Project will be authorized and will proceed on a concurrent schedule. If areas or issuances of documents for the Project are not authorized or proceed on a non-concurrent schedule, the proposal will be subject to further negotiation.

Invoices will be submitted monthly and will be payable within thirty (30) calendar days after the invoice date. All invoices not paid within thirty (30) days of submission will be assessed a finance charge of 1.5% of the remaining balance per month.

Time spent on out-of-town travel is not anticipated and therefore is not included in the fee.

SALES TAX

Sales tax laws vary by geography and local government. If sales taxes apply to your jurisdiction, they will be charged to the Project in addition to the fees described in this proposal.

HOURLY RATES

Should Additional Services be required beyond the Scope of Services included in this proposal, they will be invoiced on a time and expense basis at HLB's hourly rates, adjusted annually on October 1st for salary increases, during the life of the Project.

REIMBURSABLE EXPENSES

Reimbursable expenses shall be invoiced above and beyond all fees for professional services at cost times a multiplier of 1.15. Receipts will be provided with each invoice. Reimbursable items shall be as follows:

1. Reproductions will be billed at cost plus the multiplier.
2. Local travel expenses including but not limited to: parking, taxis, ride sharing (including surcharges), public transportation, and tolls.
3. Overnight delivery, handling, and postage charges.
4. Local delivery, handling, and postage charges.
5. Automobile mileage required to meet Project meeting requirements and site visit requirements. The rate used will be the current IRS standard mileage rate.
6. Fees and charges for Client, Owner or Contractor hosted software platforms, programs, or documents the Lighting Designer is required to use by the Client, Owner, or Contractor for the development of this Project.
7. Costs to obtain product samples, mock-up materials, and all approved equipment used exclusively in the development of this Project.

ADDITIONAL SERVICES

The following services may be provided as Additional Services that may arise as the Project proceeds. Upon recognizing the need to perform Additional Services, written authorization from the Client will be required to proceed.

1. Construction Administration phase services.
2. Attendance or participation in conferences beyond those indicated in the Scope of Services.
3. Preparation of specialized 2D and 3D renderings or other visual presentation elements not noted in the Scope of Services.
4. Preparation of studies, analysis, or documentation for Environmental Impact Report (EIR) submissions.
5. Preparation of documentation or attendance at public hearings or meetings related to Entitlements.
6. Daylighting Services to study illumination and visual comfort in daylighted spaces to enable a holistic integration and control of natural and electrical light.
7. Advanced Revit services, including the creation of custom luminaire families, luminaire schedules, specifications, design visualization or renderings, and inclusion of energy data or .IES files.
8. Preparation of drawing sheets with a Project title block provided by the Client for incorporation into a drawing set for issuance.
9. Fully dimensioned luminaire layout plans.
10. Preparation of a multiple-name luminaire specification.
11. Preparation of annotated Product Data Sheets.
12. Time for the selection of decorative luminaires beyond four (4) hours of time that is assumed to be included in the base Scope of Services.
13. Design and development of custom luminaires, testing, and evaluation of prototypes.
14. WELL Certification design and/or preparation of compliance documentation.

15. Research, analysis, and design of germicidal lighting solutions with UV technology and controls.
16. Assist with confirmation of compliance with the maximum allowable connected load for luminaires as required by the lighting section of the applicable energy code in the form of a COMcheck file or data entry into COMcheck-Web.
17. Analysis and calculations associated with Light Trespass for new and existing conditions including community meetings, presentations, and site lighting survey of surrounding neighborhood.
18. Preparation of electric lighting point-by-point calculations in electronic (.dwg or .pdf) format for review by the Client, Owner, Contractor, other Consultants or Authorities Having Jurisdiction over the Project.
19. Lighting controls system design, layout, and specification.
20. Architectural Lighting Controls Specification Section 26 0923, including full zoning, load schedules, equipment schedules, and product data sheets.
21. Preparation of Lighting Control Device Schedules.
22. Preparation and coordination of DMX Address Schedules for factory addressing of luminaires by the luminaire manufacturer(s).
23. Design and commissioning of addressable Internet of Things (IoT), Power over Ethernet (PoE), dynamic, or Smart lighting controls systems.
24. Preparation of additional issuances of drawings, specifications, or other documents beyond those indicated in the Scope of Services.
25. Preparation of revisions of drawings, specifications, or other documents when such revisions are required by changes to previously approved design criteria.
26. Preparation of additional studies of designed areas as a result of design changes during the Design Development and Construction Documents phases or between submitted packages.
27. Preparation of additional or out of sequence issuances of documents, addenda, attendance at "page-turning" meetings, pre-bid or post-bid conferences or walk-throughs.
28. Value Engineering and/or redesign services if construction cost estimate for lighting equipment is within project budget for lighting equipment.
29. Preparation of documentation compliance as related to the lighting for public utility rebate programs.
30. Design, observation of construction, testing, and evaluation of full-scale mock-ups.
31. Review and testing of luminaire and/or lighting controls system substitutions proposed by others in our lighting laboratory, on site, or at the manufacturer's facilities.
32. Assistance with coordination of lighting equipment orders and deliveries from manufacturers.
33. Coordination or design of lighting in media walls, custom LED applications, internally illuminated signage, photovoltaics, or other specialized applications or special effects.
34. Design and specification of lighting for growth and/or maintenance of trees and other plantings.
35. Lighting for theatrical, televised broadcast, filming, video-taping or other production functions.

36. Revisions to Construction Documents when such revisions are:
- a. Imposed by plan review comments, health department comments, or landlord or developer comments, which are not consistent with applicable standard building codes.
 - b. Inconsistent with approvals or instructions previously given by the Client.
 - c. Required by newly enacted or revised codes and regulations after the Construction Documents have been prepared.
 - d. Required by the acts or omissions of the Client, Owner, or another Consultant.
37. Focusing diagrams for adjustable luminaires on backgrounds provided by the Architect.

PROJECT SPECIFIC TERMS AND CONDITIONS

- a. The parties understand and agree to the following: Architectural lighting design is not a licensed profession, and the services performed by the Lighting Designer, whether included in this contract or not, do not require a licensed professional. Further, the Lighting Designer does not provide architectural or engineering services or stamped drawings, regardless of the existence of licensed architects or engineers as officers, employees, or sub-consultants of the firm. In particular, the Lighting Designer will not be responsible for the selection, designation, design, specification, or calculation of luminaires for emergency or exit lighting or filing documents with municipal and regulatory agencies.
- b. The Lighting Designer cannot and will not bear responsibility for the final results of the lighting design, if not contracted through Construction Administration.
- c. The Lighting Designer does not guarantee that credit for any specific LEED or WELL points will be obtained.
- d. The Lighting Designer does not guarantee the survival of plants or animals. The Owner shall provide criteria for lighting levels and color spectra for such purposes, and that shall form the basis for the daylighting and electric lighting concepts. The Lighting Designer will design to those criteria or inform the Owner of the extent to which the design may differ from those criteria.
- e. Should building department or similar audits be required, they shall be viewed as additional services, and we shall charge on a time and expense basis.
- f. When maximum electrical lighting loads permitted by code are determined by others, the Lighting Designer will not commence any layouts until written information is received defining these loads or be responsible for any delays resulting therein, nor will the Lighting Designer be responsible for or assume the cost of any re-design resulting from error in such calculations performed by others.
- g. The Lighting Designer will design to the best of their ability according to building codes but will be dependent upon the licensed professionals (Architect or Engineer) for notification of non-compliance prior to approval of lighting equipment submittals and will not be responsible for problems which arise during construction due to non-compliance with codes.
- h. The Lighting Designer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Architect, Owner, and the Owner's other consultants. The Lighting Designer shall provide prompt written notice to the Architect, Owner, and the Owner's other consultants if the Lighting Designer becomes aware of any error, omissions or inconsistencies in such services or information. The Lighting Designer shall have no affirmative duty to review the services provided by the Architect and the Owner for such errors, omissions or inconsistencies and the duty to notify shall extend only to such items as they may become aware of such items either through the performance of Lighting Designer's services under this Agreement.

- i. The Lighting Designer will not be responsible for design of emergency, egress or exit lighting systems or for designation of luminaires for emergency, egress or exit lighting systems.
- j. The Lighting Designer will not be responsible for any changes in their final drawings and specifications or the unintended use of the final drawings and specifications unless approved by the Lighting Designer. Changes include, but are not limited to, substitutions of and/or by manufacturers, variations in layouts, quality, and quantity of luminaires, etc.
- k. The Lighting Designer will not be responsible for any errors, equipment failures or delays caused by manufacturers, contractors, shippers, installers, or users, nor is the Lighting Designer responsible for a contractor's failure to conduct the construction in a workman-like manner or in accordance with contract documents or recommendations.
- l. Existing conditions: The Architect shall provide the Lighting Designer, in writing, with information about any existing ceiling conditions that could affect luminaire selection and/or location, prior to issuance of Lighting Designer's Design Development drawings. If this information is not provided, the Lighting Designer will assume that no restrictions exist and will proceed accordingly. If conditions are found during construction that necessitate changes, additional services will have to be authorized by the Architect for the Lighting Designer to make these changes.
- m. The Architect/Construction Manager/Owner shall provide the Lighting Designer, in writing, with information about the required lighting budget. If this information is not provided, it is assumed that the final budget reviewed and approved in Design Development is the agreed upon lighting equipment budget. If the lighting must be redesigned due to changes in the agreed upon lighting equipment budget or for other overall project budget reasons, this redesign work will be considered an additional service.
- n. This proposal will remain valid for thirty (30) days after the date it is written. If the accepted proposal has not been received in the Lighting Designer's office by the end of this period, its terms and conditions will be open for further negotiations.
- o. It is assumed that the Lighting Designer's work will be completed according to a mutually agreed upon schedule. If consulting work is stopped for more than ninety (90) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
- p. This agreement is subject to cancellation by either party at any time upon ten days written notice. In the event of cancellation, all accrued charges become due for work completed to that point.
- q. To resolve any conflicts that arise during the design and construction of this Project or following the completion of this Project, all parties agree that all disputes between them shall be submitted to non-binding mediation unless the parties mutually agree otherwise. In the event the parties to this agreement are unable to reach a settlement of any dispute in accordance with mediation, then the dispute may be resolved with an alternate method only if agreed upon by both parties. The prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees, and all other related expenses in such litigation.
- r. The Lighting Designer shall indemnify and hold Client and Client's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Lighting Designer, its employees and its consultants in the performance of professional services under this Agreement.

- s. All publicity about the Project where credits are given shall include the name of HLB Lighting Design as Lighting Designers.

We trust the above meets with your approval and would appreciate your signing a copy of this proposal and returning it to us at your earliest convenience. The returned copy will serve as our authorization to proceed.

ACCEPTED BY:

Horton Lees Brogden Lighting Design Inc.

Mithun



SIGNATURE

SIGNATURE

Brandon Thrasher, CLD, IALD, MIES, LEED AP

NAME

NAME

Senior Principal

TITLE

TITLE

20 November 2025

DATE

DATE

December 11, 2025

Crystal Loya
Mithun
Pier 56, 1201 Alaskan Way #200
Seattle, Washington, 98101

Subject: **Hands On Children's Museum (HOCM) Addition, Olympia WA**
Re: Civil Engineering Services- Phase 1 + Phase 2 Civil Engineering Services

Dear Crystal-

Thank you for providing us with the opportunity to submit this proposal for civil engineering services for the Hands On Children's Museum (HOCM) Addition. We are excited to work on this project. This proposal includes both Phase 1 and Phase 2 civil engineering services.

PROJECT UNDERSTANDING

This Progressive Design Build (PDB) project is for an addition to the existing HOCM in Olympia, Washington. While the exact building location is still in flux- we understand it to be in the vicinity of the red boundary shown in Figure 1 below.



Figure 1 Area of Work

This proposal includes civil engineering services via the progressive design build (PDB) model.

SCHEDULE

This proposal is based on the following durations:

Phase 1: Schematic Design (30% Design)	9 weeks
Phase 1: Design Development (30%-60% Design)	10 weeks
Phase 2: Construction Documents (60%-80%) + Permit	10 weeks
Phase 2: Construction Documents (80%-100%)	6 weeks

The submittal of the permit set with 80% Construction Documents is based on the project schedule dated August 22, 2025. Building and site design will need to be frozen a minimum of 4 weeks prior to the permit submittal date in order for Mayfly to prepare complete permit documents.

SCOPE OF WORK

Proposed services are listed under the following phase subheadings. Additional and more detailed deliverables are listed in the deliverables section.

Phase 1: Schematic Design (30% CD)

Basic Services include:

- Site Visit
- Biweekly Big Room Meetings (5@1.5 hours each)
- Integrated Design Support
- 30% Design Package Production for Demolition, Site Layout, Grading, Foundation Drainage and Utilities.
- Review of Survey and Geotechnical Report
- Specifications- Outline
- Biweekly Site Team Meetings (4@1 hour each)
- Develop Civil Project Narrative
- Respond to Contractor's questions during SD pricing.
- Respond to owners SD review comments.
- Incorporate project scope and design decisions resulting from Validation phase estimate and budget reconciliation and from Owner's review of Validation phase deliverables.
- Quality Assurance + Control

Additional Consultant Services Include:

- Integrated Design Support for Additional Consultant Services
- 30% Design Package Production for Site Stormwater and Stormwater Pollution Prevention Plans
- Design and Communication related to LOTT utilities.
- Turning Movement Studies.
- Review of Contaminated Soils Report + Contaminated Soils Coordination
- Sustainable Site Design Support

- Quality Assurance + Control for Additional Consultant Services

Phase 1: 30%-60% Construction Documents

Basic Services include:

- Biweekly Big Room Meetings (5@1.5 hours each)
- Integrated Design Support
- 60% Design Package Production for Demolition, Site Layout, Grading, Foundation Drainage and Utilities.
- Review of Survey and Geotechnical Report
- Specifications- Draft
- Biweekly Site Team Meetings (5@1hour each)
- Respond to Contractor's questions during pricing.
- Respond to owners review comments.
- Incorporate project scope and design decisions resulting from Validation phase estimate and budget reconciliation and from Owner's review of Validation phase deliverables.
- Quality Assurance + Control

Additional Consultant Services Include:

- Integrated Design Support for Additional Consultant Services
- 30% Design Package Production for Site Stormwater and Stormwater Pollution Prevention Plans
- Design and Communication related to LOTT utilities.
- Turning Movement Studies.
- Review of Contaminated Soils Report + Contaminated Soils Coordination
- Sustainable Site Design Support
- Quality Assurance + Control for Additional Consultant Services

Phase 2: 60% to 80% Construction Documents

Basic Services include:

- Biweekly Big Room Meetings (5@1.5 hours each)
- Integrated Design Support
- 80% Design Package Production for Demolition, Site Layout, Grading, Foundation Drainage and Utilities. This package will also be used for Permit intake and will include a storm drainage report.
- Review of Survey and Geotechnical Report
- Specifications- Final Draft
- Biweekly Site Team Meetings (5@1hour each)
- Participate in 2 meetings with the local Department of Transportation and Local Utility Companies. These meetings are expected to be organized and led by the Civil Engineering Consultant.

- Respond to Contractor's questions during pricing.
- Respond to owners review comments.
- Incorporate project scope and design decisions resulting from Validation phase estimate and budget reconciliation and from Owner's review of Validation phase deliverables.
- Quality Assurance + Control

Additional Consultant Services Include:

- Integrated Design Support for Additional Consultant Services
- 30% Design Package Production for Site Stormwater and Stormwater Pollution Prevention Plans
- Design and Communication related to LOTT utilities.
- Turning Movement Studies.
- Review of Contaminated Soils Report + Contaminated Soils Coordination
- Sustainable Site Design Support
- Quality Assurance + Control for Additional Consultant Services

Phase 2: 80% to 100% Construction Documents

Basic Services include:

- Biweekly Big Room Meetings (5@1.5 hours each)
- Integrated Design Support
- 100% Design Package Production for Demolition, Site Layout, Grading, Foundation Drainage and Utilities.
- Review of Survey and Geotechnical Report
- Specifications- Final
- Biweekly Site Team Meetings (5@1hour each)
- Respond to Contractor's questions during pricing.
- Respond to owners review comments.
- Incorporate project scope and design decisions resulting from Validation phase estimate and budget reconciliation and from Owner's review of Validation phase deliverables.
- Quality Assurance + Control

Additional Consultant Services Include:

- Integrated Design Support for Additional Consultant Services
- 30% Design Package Production for Site Stormwater and Stormwater Pollution Prevention Plans
- Design and Communication related to LOTT utilities.
- Turning Movement Studies.
- Review of Contaminated Soils Report + Contaminated Soils Coordination
- Sustainable Site Design Support

- Quality Assurance + Control for Additional Consultant Services

DELIVERABLES

In addition to the deliverables noted in the above scope- the following will be provided:

ITEM	Phase 1: 30%	Phase 1: 60%	Phase 2: 80% Permit	Phase 2: Permit Response	Phase 2: 100% CD
Cover Sheet	X	X	X	X	X
SWPPP Notes Sheet		X	X	X	X
SWPPP Plan and Details Sheets		X	X	X	X
Demolition Plan		X	X	X	X
Site Plan	X	X	X	X	X
Site Details		X	X	X	X
Grading Plan		X	X	X	X
Grading Details			X	X	X
Storm Plan	X	X	X	X	X
Storm Details Sheet		X	X	X	X
Water Quality Details		X	X	X	X
Foundation Drainage Plan & Details			X	X	X
Onsite Stormwater Management Plan		X	X	X	X
Utility Plan	X	X	X	X	X
Utility Details		X	X	X	X
Utility Profiles			X	X	X
Specifications	OUTLINE	DRAFT	DRAFT	DRAFT	FINAL
Storm Drainage Report & Calculations			X	X	
SWPPP Report			X	X	

ASSUMPTIONS/ CLARIFICATIONS

This proposal is based on the following:

- “Civil” utilities when noted include storm drainage, water, and sanitary utilities. It is assumed that communications, electrical and other utilities will be designed by others. LOTT purple water pipes and ducts will be shown on civil drawings and coordinated with civil utilities. Sizing and detailing will be provided by others.
- Landscape Architects will prepare grading and site layout through schematic design and then for pedestrian areas through the life of the project. Mayfly will provide layout and design for vehicular areas.
- Environmental Services related to contaminated soils will be provided by others. Mayfly will coordinate to incorporate their requirements and applicable recommendations into civil documents.
- A survey meeting permit requirements will be provided by others.
- A geotechnical report and contaminated soils reports will be provided to support civil design prior to the design development phase.



- Utility main construction or extension is not included.
- Preparation of separate right of way improvement documents are not included. It is assumed that proposed driveways and connections to utility mains outside of the project ownership will be permitted with onsite drawings.
- Design outside of the limits of work shown above in Figure A is not included.
- Design revisions with the exceptions of minor changes to building footprint and site post permit submittal are not included.
- All permit submittals and related fees are by others.

Any item not specifically noted in the above scope is considered an additional service and will not be provided without notice to proceed and additional fee from the client.

COMPENSATION

We have separated Civil Basic Services and Civil Additional Consultant Services in alignment with July 1st, 2025, Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects published by the Office of Financial Management (OFM).

We propose to carry out the above noted scope, billed hourly as time and material per the following fee summary:

Phase	Basic Services	Add Services	Subtotal
Phase 1: Schematic Design (30% CD)	\$ 18,959	\$ 13,772	\$ 32,731
Phase 1: 30%-60% Construction	\$ 29,069	\$ 21,900	\$ 50,969
Phase 2: 60% to 80% Construction	\$ 30,962	\$ 25,828	\$ 56,790
Phase 2: 80% to 100% Construction	\$ 24,318	\$ 14,196	\$ 38,514
Sustainability Support		\$ 2,416	
Total	\$ 103,308	\$ 78,112	\$ 181,420

Travel between Seattle and Olympia will be invoiced per current federal rates. All deliverables are assumed to be pdfs, and no deliverable related reimbursable expenses are expected. Our 2026 fee schedule is attached as Exhibit A. Travel-related reimbursables are estimated at \$350.

We value our working relationships with our clients, the members of our design team and the communities where we live and work. Those values are represented in the quality and functionality of the projects that we deliver. Thank you for the opportunity to propose on this project. We look forward to collaborating with you!

Sincerely, 

Robin McKennon Thaler, PE, DBIA, LEED AP
Principal, Mayfly Engineering and Design, pllc



EXHIBIT A: FEE SCHEDULE

The following rates are inclusive of labor, overhead and profit and represent the lowest rates that we charge to public clients.

Effective January 1, 2026 through December 31, 2026

CATEGORY	RATE
Principal Engineer/ Project Manager/ Engineer VIII	\$302
Principal Engineer/ Project Manager/ Engineer VII	\$285
Principal Engineer/ Project Manager/ Engineer VI	\$256
Civil Engineer V	\$230
Senior Engineer/ Engineer IV	\$192
Design Engineer III	\$165
Design Engineer II	\$154
Design Engineer I	\$142

October 20, 2025

Crystal Loya
Mithun, Inc.
1201 Alaskan Way, Suite 200
Seattle, WA 98101

Delivery: Via email

Re: Proposal for specifications services for the Hands On Children's Museum project

Crystal,

I am pleased to present Mithun with a proposal to provide architectural services for production of architectural specifications and compilation of Project Manuals for the Hands On Children's Museum project in Olympia, Washington. If the *AIA Document C401* or other Owner-/ client-required Architect-Consultant agreement will form the basis of our contract, our *Standard Terms and Conditions* (STCs) may be appended thereto; return the Fee Proposal signed. Otherwise, return both the STCs and the Fee Proposal signed.

Assumptions: The following items affect our proposal and the contract; please confirm they are correct, or notify us and we will revise the proposal:

- 1) Deliverables for the Fixed-Fee Phases are noted in the Fee Proposal.
- 2) Specifications assistance in the Bidding/ Addendum and Construction Administration Phases is estimated, for hourly billing - Please include our estimated fees for these phases in your fee proposal with your client so that additional services requests will not be required for this assistance.
- 3) Documents for Division 00 - Procurement and Contracting Requirements will be provided by the Owner/ client directly to prospective Bidders, separate from the Project Manual; If provided for inclusion within the Project Manual, additional services will be necessary for formatting and coordination.
- 4) Specifications for Division 01 - General Requirements will be produced by our office, with revisions as necessary to align with the Project; Sustainability sections, if applicable, will be provided by the Project's sustainability consultant; Commissioning sections will be provided by the Owner's commissioning agent. If Owner-/ client-provided, coordination and additional sections as appropriate will be produced by our office, as indicated in the Fee Proposal.
- 5) Architectural specifications for Divisions 02 through 14, as applicable, will be produced by our office, with review and comment by the Project's design team, for further revisions by our office, towards development of final specifications. Specifications will be based on the Owner's standards, as applicable; If provided for by the Owner, additional services will be necessary for formatting and coordination.
 - a) Both outline and full, CSI MasterFormat, 3-part, 6-digit specifications will be produced for the Design Development Phase, compiled as a Project Manual, including consultants' specifications, as provided.

- b) Full, CSI MasterFormat, 3-part, 6-digit specifications will be produced for the Construction Documents Phase, compiled as a Project Manual, including consultants' specifications, as provided.
- 6) Structural specifications for Divisions 03, 04, 05 and/ or 06 will be produced by the Project's Structural Engineer, for further revisions by our office to incorporate Architectural considerations.
- 7) Development of door hardware sets and index for Division 08 are not included; a door hardware consultant or manufacturer's representative should provide door hardware sets and index, as well as revisions to the Door Hardware section provided by our office to align with Project requirements; if door hardware sets and index are produced by our office, additional services will be necessary.
- 8) Fire Suppression, Plumbing, Mechanical, Electrical, Communications, Access Control, Fire and Security specifications in Divisions 21, 22, 23, 26, 27 and/ or 28 will be provided by the M/E/P/Fp Engineers, formatted to match the Architectural specifications based on the Section Template provided by our office; our office will incorporate those into the Project Manual.
 - a) If specifications for Services in Divisions 21, 22, 23, 26, 27 and/ or 28 will NOT be provided by the M/E/P/Fp Engineers, delegated design specifications for new or revisions, upgrades and additions to existing Services in those Divisions will be produced by our office, as indicated in the Fee Proposal.
 - b) Security: Security specifications for Divisions 08 and/ or 28, if applicable, will be provided by the Security Consultant, formatted to match the Architectural specifications based on the Section Template provided by our office; our office will incorporate those into the Project Manual.
- 9) Civil, Structural and Landscape specifications for Divisions 02, 31, 32 and/ or 33 will be provided by the Civil Engineer, Structural Engineer, Landscape Architect and/ or Geotechnical Consultant, formatted to match the Architectural specifications based on the Section Template provided by our office; our office will incorporate those into the Project Manual.
- 10) Vertical Circulation specifications for Division 14 (elevators, escalators, materials lifts, etc.) will be produced by our office, with review and comment by the Project's elevator consultant or manufacturer's representative.
- 11) Food Service: Food service specifications for Division 11, if applicable, will be provided by the Food Service Consultant, formatted to match the Architectural specifications based on the Section Template provided by our office; our office will incorporate those into the Project Manual.
- 12) Aquatics specifications for Divisions 09 and/ or 13 are not anticipated to be required for this project.
- 13) Specifications for other specialty disciplines if applicable, including theater/ performing arts, laundry, laboratory, cleanroom, and medical are not anticipated to be required for this project.
- 14) Owner's Design Standards: The Owner's design standards and material, product and system requirements aligned with the Project's or Owner's security, acoustical and other specialty goals will be incorporated into the Division 01 - General Requirements and Divisions 02 through 14 - Architectural specifications by our office, including revisions based on review and comment by the Project's security coordinator and other specialty consultants, where applicable. Our office will not be responsible to design, develop or select materials, products and systems where specialty consultants are involved.

- 15) Sustainability: If applicable, sustainability requirements aligned with the Project's or Owner's sustainable certification goals will be incorporated into the Division 01 - General Requirements and Divisions 02 through 14 - Architectural specifications by our office, including revisions based on review and comment by the Project's sustainability coordinator, if applicable.
- 16) Historic preservation requirements are not anticipated to be required for this project.
- 17) For well-coordinated architectural specifications, the design team agrees to collaborate with our office for a minimum of four specification coordination meetings, in-person or virtual, per deliverable; the design team also agrees to utilize our office's standard Coordination Matrix, or other preferred, online collaboration tool.
- 18) Insurance coverages for professional liability, business liability (with automobile) and workers' compensation are as indicated in the attached policy declarations; if these coverages do not meet the Project's requirements one of the following will require approval: a) Allowance to maintain our policies' coverages as shown therein, or b) Approval for additional cost for extension of coverages for this project (for professional liability insurance this is typically about \$750 per additional \$1M of coverage per project policy). The company does not carry excess or umbrella liability insurance.
- 19) Reimbursable expenses are not anticipated to be required for this project.
- 20) Site visits are not anticipated to be required for this project.

We look forward to starting work and our continuing relationship with your office, and to collaborating on this important project.

Sincerely,



Michael Thrailkill AIA, NCARB, CDT, LEED AP

Attachment(s): *Standard Terms and Conditions*, to be agreed directly or appended to the Project's
AIA Document C401 or other Owner-required Architect-Consultant agreement
Fee Proposal for the Project
Billing Rates 2025
Billing Rates 2026
Policy declaration sample, Professional Liability Insurance
Policy declaration sample, Business Owner's Liability Insurance
Policy declaration sample, Worker's Compensation Insurance

STANDARD TERMS AND CONDITIONS

1. AGREEMENT.

- a. For projects utilizing the AIA Document C401 or other Owner-/ client-required Architect-Consultant agreement: This form of Standard Terms and Conditions (“Terms and Conditions”) supplements the standard *Document C401 Architect-Consultant Agreement* (“Contract”) to be provided by Client and the attached fee proposal (“Proposal”) to provide professional services for the **Hands On Children’s Museum** project (“Project”) submitted by M.Thrailkill.Architect LLC (“MTA”) to **Mithun, Inc.** (“Client”). The Contract, the Standard Terms and Conditions (STCs), and the Proposal collectively constitute the agreement by which MTA agrees to provide services to the Client for the Project and are collectively referred to herein as the “Agreement.” All services provided by MTA to Client for the Project are subject to the Agreement. All duties owed by MTA to the Client regarding such services are contained in this Agreement. MTA does not owe Client duties related to the services that are independent of this Agreement.
- b. For projects not utilizing other forms of agreement: This form of Standard Terms and Conditions (“Terms and Conditions”) supplements the attached and any future fee proposal(s) (“Proposal”) to provide professional services for **Hands On Children’s Museum** project (“Project”) submitted by M.Thrailkill.Architect LLC (“MTA”) to **Mithun, Inc.** (“Client”). The Proposal and Terms and Conditions collectively constitute the agreement by which MTA agrees to provide services to the Client for the Project, and are collectively referred to herein as the “Agreement.” All services provided by MTA to Client for the Project are subject to the Agreement. All duties owed by MTA to the Client regarding such services are contained in this Agreement. MTA does not owe Client duties related to the services that are independent of this Agreement.

2. STANDARD OF CARE. MTA will perform the services required by this Agreement in a manner consistent with the degree of skill and care ordinarily exercised by architects that prepare architectural specifications under similar circumstances (hereinafter, the “Professional Standard”). MTA makes no other warranty, certification or guarantee with respect to its services or work product.

3. ARCHITECT / ENGINEER OF RECORD. MTA will not be required to stamp or electronically seal the architectural specifications, or other work product it prepares. MTA’s services will be under the responsible supervision and control of a licensed architect employed by Client as required by the law of the jurisdiction where the Project is located. All professional stamps or electronic seals required by the jurisdiction with authority over the Project shall be provided by Client.

4. PAYMENT.

- a. MTA will bill Client monthly for services provided. Payment is due on receipt of MTA’s invoice and shall be made without retention, holdback, or offset. Invoices not paid within 60 days shall be subject to a late payment charge of one and one-half percent (1.5%) per month, unless other arrangements have been made. Payment to MTA shall not be contingent on Client’s receipt of funds or payment from any third-party. Reimbursables will be indicated in the project-specific fee proposals.
- b. For the initial two projects with new clients, effort by MTA on the Project will commence with delivery by Client of an advance to MTA equal to 10% of the total contract, which will be

subtracted from the final invoice. Following regular billing and payment for the initial two (2) projects, further projects will not require payment of an advance to commence work.

5. CLIENT INFORMATION. Client acknowledges that architectural specifications are developed from Project specific information that may change during the course of the Project. MTA is entitled to rely on plans, data, studies, reports, equipment and product descriptions and information, and other Project information provided to it by Client. Client shall provide printed copies of current, latest versions of drawings for each phase of deliverables (half-size minimum). Client shall promptly notify MTA of changes to Project information previously provided to MTA.
6. OWNERSHIP OF INSTRUMENTS OF SERVICE. All of the documents prepared by MTA related to the Project are instruments of service for the execution of the Project and are solely for the exclusive use of the Client. MTA grants Client a non-exclusive irrevocable license to use its instruments of service for the Project. MTA retains the property and copyright on these documents, whether the Project is executed or not. Architectural specifications and any other documents prepared by MTA may not be used on any other Project without MTA's prior written agreement. Client will defend, hold harmless and indemnify MTA from any resulting claims if documents are used for any other purpose. The Owner will be provided with the specification documents in Microsoft Word format files for internal project management purposes.
7. SCOPE OF WORK.
 - a. DUTIES. It is understood that duties of MTA for the Project are the production of architectural specifications and the compilation of the Project Manuals for each deliverable. Other design consultants for the Project shall be hired, responsible to, and in direct consultation with the Client. MTA will provide coordination of architectural sections with other disciplines' specifications. In the case of door hardware, signage, elevator and escalator, swimming pools, laboratory and food service specifications, MTA will incorporate the addition of finishes to relevant sections as directed by Client.
 - b. COORDINATION. Development of the architectural specifications will be accomplished by MTA through coordination with Client staff working in an engaged, collaborative process for the phases of work included in the Proposal. Effort for added phases will be subject to additional services or a new Proposal, as preferred by Client. A single point of contact and responsibility for coordination between Client and MTA shall be established for the Project, usually the project architect (PA). In the case of milestone, deliverable and review communications, the project manager (PM) or principal-in-charge (PIC) will be copied. Client shall notify MTA promptly in the event of Project staff changes. Regular weekly or bi-weekly meetings, email and telephone communications will be the main communication tools, with the use of online database management used regularly, and online conferencing and file-sharing tools as needed. It is understood that digital copies of drawings will be provided by Client to MTA for each phase of deliverables for which specifications will be produced.
 - c. SCOPE. Proposal for the Project has been developed based on assumptions of the architectural specifications that will be required for the Project. Additional sections will be provided as required to meet the actual, evolving Project scope and intent at no charge for the first 5% of additional sections added (e.g. 4 additional sections without charge for a Project proposed to have 80 sections); the rate for additional sections beyond this allowance is indicated in the Proposal. Unless the scope of work is adjusted at a future date, architectural specification

services will be provided for deliverables indicated for those phases agreed-upon in the Proposal. Additional services for product and material research, document review, quantity survey and cost review may be provided, and fees for these services will be quoted as requested at rates indicated in the Proposal.

- d. Compilation of the architectural specifications MTA produces and consultants' specifications into the Project Manual will be provided by MTA at each deliverable indicated in the Proposal.
8. **ADDITIONAL SERVICES.** "Additional Services" are services in addition to the services described in the Proposal for which MTA shall be compensated by Client. Additional Services shall include, without limitation, services necessitated by a material change to: 1) Information or reasonable assumptions upon which the Proposal is based, 2) Previous instructions or approvals given by Client, 3) The Project Scope including, but not limited to, size, quality, or complexity, 4) The Project schedule, budget for Cost of Work, or procurement or delivery method; Additional Services may also include 5) Services necessitated by decisions of the Client not rendered in a timely manner, or any other failure of performance by Client, or any third party, or 6) New services, not contemplated in the Proposal. Upon recognizing the need to perform Additional Services, MTA will notify the Client with reasonable promptness and explain the facts and circumstances giving rise to the need. MTA will not proceed with Additional Services until it receives the Client's written authorization, and MTA shall not be required to provide the Additional Service if Client's authorization is not given. Unless otherwise agreed in writing, Additional Services will be provided on a time and materials basis at MTA's standard hourly rate.
 9. **TERMINATION.** Either Client or MTA may terminate this Agreement at any time without cause upon giving the other party ten (10) calendar days' prior written notice. Within thirty (30) calendar days of termination, Client shall pay MTA compensation earned to the date of termination.
 10. **DISPUTE RESOLUTION.**
 - a. **TIME LIMITATION FOR CLAIMS.** As to all claims and causes of action against MTA, whether in contract, tort, or otherwise, arising out of or related to any acts or omissions of MTA while providing services pursuant to this Agreement, such claims and causes of action shall be deemed to have accrued on the date of the acts or omissions giving rise to the claim or cause of action ("Accrual Date"), and all such claims and causes of action against MTA shall be brought by Client within 2 years of the Accrual Date.
 - b. **MEDIATION.** Before commencing any formal legal action or proceeding, the Parties agree to convene and participate, in good faith, for at least one business day in a formal mediation conducted by an independent third party mediator. The cost of the mediator shall be borne equally by both sides. Each Party must be represented at the mediation by a person or persons with full authority to agree to a compromise of any such dispute. Each Party shall bear its own costs of preparing for and participating in pre-filing mediation, including but not limited to the costs of their respective counsel and other related fees and expenses. As with any legal action, the mediation shall be convened in Multnomah County, Oregon, on a date mutually convenient to the Parties but no later than 45 days following the notice, by either side to the other, of a dispute and the desire to mediation. The mediation is nonbinding unless any agreement is reduced to writing and signed by Authorized Representatives of both Parties.
 - c. **ARBITRATION.** Any claim, dispute or other matter in question that arises under this Agreement and that is not resolved in Mediation shall be subject to final and binding arbitration. Unless

otherwise agreed in writing, the parties shall pursue resolution of all claims through The Arbitration Service of Portland (ASP) by filing in writing with the other party to the Agreement and with ASP. Oregon state law and rules of ASP shall govern all proceedings.

11. INDEMNIFICATION.

- a. Client shall indemnify and hold MTA harmless from claims, losses, liability, damages, costs and expenses, including reasonable attorney fees and expert fees that arise from or are caused by changes to MTA's work product, including MTA's architectural specifications that are not approved by MTA.
- b. MTA agrees to indemnify and hold Client harmless against claims, losses, liability, damages, costs and expenses, including reasonable attorney's fees and expert fees ("Claims") to the extent such Claims are caused by MTA's negligence or misconduct. MTA shall not be required to defend, indemnify and hold Client harmless to the extent Claims arise from or are caused by Client's own negligence or fault (whether sole, concurrent or contributory), or the negligence or fault of third-parties.
- c. Client agrees to indemnify and hold MTA harmless against claims, losses, liability, damages, costs and expenses, including reasonable attorney's fees and expert fees ("Claims") except to the extent such Claims are caused by MTA's negligence or misconduct. Client shall not be required to indemnify and hold MTA harmless to the extent Claims are caused by MTA's own negligence or fault (whether sole, concurrent or contributory).
- d. Neither MTA nor Client has a duty to provide or to pay for an up-front defense against unproven claims or allegations. Instead, the duty to indemnify described in section 11 of this Agreement shall mean a duty to reimburse those reasonable attorney's fees and other defense costs incurred by the indemnified party to the extent caused by the negligence, recklessness, or willful misconduct of indemnifying party, or its employees, agents or subconsultants.

12. LIMITATION OF LIABILITY. Client agrees to limit the liability of MTA, its officers, directors and employees (collectively "MTA") for all claims and causes of action Client may bring against MTA, based on any legal theory, including without limitation, malpractice, professional negligence, common negligence, negligent misrepresentation, breach of contract, breach of express or implied warranty, strict liability, contribution and/or indemnity, so that the total aggregate liability of MTA to the Client for claims arising from or related to the Project or this Agreement shall be the greater of the amount paid to MTA for the services provided under this Agreement, or fifty thousand dollars.

13. NO THIRD-PARTY BENEFICIARY. This Agreement does not give any rights or benefits to anyone other than Client or MTA.

14. ENTIRE AGREEMENT. This Agreement, states all of the terms of the parties' agreement respecting its subject matter and supersedes and replaces in their entirety all prior and contemporaneous written or unwritten representations, negotiations, commitments and agreements respecting its subject matter. The representations made in this Agreement are the only representations that Client is relying on for its decision to enter into this Agreement. This Agreement may not be modified or amended except by mutual agreement of the Client and Architect. Such agreement may only be evidenced by a written instrument signed by both parties. Payment of advance or any other billing payment acknowledges acceptance of these Terms and Conditions.

- 15. NO ASSIGNMENT. Neither party may assign their rights or obligations under this Agreement, except that MTA may utilize contractors or subconsultants to provide services, as provided in this Agreement.
- 16. APPLICABLE LAW AND VENUE. The law of the State of Oregon will govern the interpretation of the Agreement and all claims between the parties. Venue for any claim arising from or related to this Agreement shall be Multnomah County, Oregon.
- 17. SEVERABILITY. In the event any provision of this Agreement is determined to be unlawful, the remainder shall be enforceable.

Appended to the Architect-Consultant agreement as _____ (e.g. Appendix 1)

Initials of Authorized Client Representative

- OR -

Signed this _____ day of _____, 2025

Signed this _____ day of _____, 2025

Mithun, Inc.

M.Thrailkill.Architect LLC

Signature of Authorized Client Representative

Signature

Printed Name and Title

Michael Thrailkill, Owner

Printed Name and Title

Please return agreement to M.Thrailkill.Architect LLC, 1631 NE Broadway #607 Portland, OR 97232

Hands On Children's Museum for FORMA/ Mithun/ FRAME JV

Project Type: Public museum and education facility

Deliverables: Four Project Manuals in DD and CD Phases

Fixed Fee Specification Process

Schematic Design Phase	None	\$	-	0.0%
Phase 1 - Design Development Phase	Fixed Fee	\$	17,760	40.7%
Specifications Development for DD Phase	21 weeks			
30% Design (equiv. 100% SD) Outline Specification Project Manual			~Feb 2026	
60% Design (equiv. 100% DD) 3-Part Specification Project Manual			~Jun 2026	
Phase 1B - Construction Documents Phase	Fixed Fee	\$	25,900	59.3%
Specifications Development for CD Phase	16 weeks			
Permit Set (equiv. 65% CD) 3-Part Specification Project Manual			~Aug 2026	
100% CD 3-Part Specification Project Manual			~Oct 2026	
Specifications Fixed Fee	Total of Fixed Fees	\$	43,660	

Hourly Fee Specification Assistance

Bidding Phase	None	\$	-	
Phase 2 - Construction Administration Phase	Hourly Fee NTE	\$	5,920	
Assistance with RFIs, ASIs, CCDs, COs, submittals and substitution requests	Refer to <i>Billing Rates 2025 & 2026</i> for hourly fees			

Additional Services

Additional Deliverables				
Add <u>Outline</u> Specifications Project Manual (SD or DD Phase)			\$5,180	/deliv
Add <u>Draft</u> or <u>Reduced</u> Project Manual, e.g. review, cost, or partial bid set (DD or CD Phase)			\$4,070	/deliv
Add <u>Final</u> Project Manual, e.g. permit set or complete bid set (DD or CD Phase)			\$8,880	/deliv
Delegated Design Specifications Production	Refer to <i>Billing Rates 2025 & 2026</i> for hourly fees			
Division 11 & 13 - Food Service and Laundry Equipment				
Division 14 - Conveying Equipment				
Divisions 21 thru 28 - MEP Delegated Design				
Division 02 thru 50 - Other Non-Architectural				
Product and Material Research	Refer to <i>Billing Rates 2025 & 2026</i> for hourly fees			
Divisions 02 thru 14 and 32 - Architectural				
Document Review	Refer to <i>Billing Rates 2025 & 2026</i> for hourly fees			
Coordinate Owner's Div'n 01 - General Requirements				
Divisions 02 thru 14 and 32 - Architectural				
Consultants' Specifications Coordination				
Client Review Periods	Refer to <i>Billing Rates 2025 & 2026</i> for hourly fees			
Divisions 02 thru 14 and 32 - Architectural				
Consultants' Specifications Coordination				

BILLING RATES 2025

Employee	Labor Category	Position	Billing Rate
Michael Thrailkill	Principal	Registered Architect, Specifications Leader	\$ 250 / hr
David "Skip" Brown ^V	Architect VII	Registered Architect, Specifications Leader	\$ 160 / hr
[open]	Architect VI	Registered Architect, Specifications Leader	\$ 140 / hr
[open]	Architect V	Registered Architect, Specifications Manager	\$ 120 / hr
[open]	Architect IV	Registered Architect, Specifications Manager	\$ 100 / hr
Ben Stickney	Architect III	Intern Architect, Specifications Manager	\$ 85 / hr
Yanet Orozco Gomez ^{FL}	Architect III	Intern Architect, Specifications Manager	\$ 85 / hr
Tony Pham ^A	Architect III	Intern Architect, Specifications Manager	\$ 85 / hr
Nancy Barakat ^F	Architect II	Intern Architect, Specifications Coordinator	\$ 75 / hr
Levi Eads	Architect II	Intern Architect, Specifications Coordinator	\$ 75 / hr
Walker Hill	Architect II	Intern Architect, Specifications Coordinator	\$ 75 / hr
Hengzhi 'David' Hu ^A	Architect II	Intern Architect, Specifications Coordinator	\$ 75 / hr
Grace Loeliger ^F	Architect II	Intern Architect, Specifications Coordinator	\$ 75 / hr
Florencia Padilla ^{FL}	Architect I	Intern Architect, Specifications Coordinator	\$ 65 / hr
Robert Tolman ^V	Specifier Intern	Specifications Assistant	\$ 60 / hr
[open]	Student Intern	Specifications Assistant	\$ 50 / hr
Bertha Madrigal ^{FL}	Administrator	Controller & Human Resources Administrator	\$ 130 / hr
Laura Berrutti ^{FL}	Administrator	Office Manager & Marketing Administrator	\$ 130 / hr
Barbara Alexander ^{FB}	Administrator	Receptionist & Learning Administrator	\$ 85 / hr

Minority Group Key (A, B, F, H, L, N, V and combinations): **A** Asian, **B** Black, **F** Female, **H** Hawaiian/ Pacific Islander, **L** Latina/o/x, **N** Native American/ Alaskan, **V** Veteran/ active military

Service Provider	Service	Billing Rate
Aldrich CPAs + Advisors	Accounting	\$ 265 / hr
Schwabe, Williamson & Wyatt	Contracts & Legal	\$ 425 / hr

M.Thrailkill.Architect is an Oregon-registered Limited Liability Company, registry number 1089882-96.

The company's Federal Employer Identification Number (EIN) is 81-1420911, filing as an S-Corporation.

The company is an **Oregon COBID Certified Tier 2 Emerging Small Business (ESB)** certification no. 9859, and meets the U.S. Small Business Administration's eligibility reqmt's for government contracts as a small business.

The company is an Equal Opportunity Employer, committed to equal treatment of all employees without regard to race, national origin, religion, gender, age, sexual orientation, veteran status, physical or mental disability, or other basis protected by law and guided by equitable practices. Our wages and salaries are transparent and updated annually based on the latest AIA Small Firm Compensation Report.

M.THRAILKILL.ARCHITECT LLC
 1631 NE Broadway no. 607
 Portland, Oregon 97232
 +1 503-719-4909
 www.mthrailkillarchitect.com

BILLING RATES 2026

Employee	Labor Category	Position	Billing Rate
Michael Thrailkill	Principal	Registered Architect, Specifications Leader	\$ 255 / hr
David "Skip" Brown ^V	Architect VII	Registered Architect, Specifications Leader	\$ 165 / hr
[open]	Architect VI	Registered Architect, Specifications Leader	\$ 145 / hr
[open]	Architect V	Registered Architect, Specifications Manager	\$ 125 / hr
[open]	Architect IV	Registered Architect, Specifications Manager	\$ 105 / hr
Ben Stickney	Architect III	Intern Architect, Specifications Manager	\$ 90 / hr
Yanet Orozco Gomez ^{FL}	Architect III	Intern Architect, Specifications Manager	\$ 90 / hr
Tony Pham ^A	Architect III	Intern Architect, Specifications Manager	\$ 90 / hr
Nancy Barakat ^F	Architect II	Intern Architect, Specifications Coordinator	\$ 80 / hr
Levi Eads	Architect II	Intern Architect, Specifications Coordinator	\$ 80 / hr
Walker Hill	Architect II	Intern Architect, Specifications Coordinator	\$ 80 / hr
Hengzhi 'David' Hu ^A	Architect II	Intern Architect, Specifications Coordinator	\$ 80 / hr
Grace Loeliger ^F	Architect II	Intern Architect, Specifications Coordinator	\$ 80 / hr
Florencia Padilla ^{FL}	Architect I	Intern Architect, Specifications Coordinator	\$ 70 / hr
Robert Tolman ^V	Specifier Intern	Specifications Assistant	\$ 65 / hr
[open]	Student Intern	Specifications Assistant	\$ 55 / hr
Bertha Madrigal ^{FL}	Administrator	Controller & Human Resources Administrator	\$ 135 / hr
Laura Berrutti ^{FL}	Administrator	Office Manager & Marketing Administrator	\$ 135 / hr
Barbara Alexander ^{FB}	Administrator	Receptionist & Learning Administrator	\$ 90 / hr

Minority Group Key (A, B, F, H, L, N, V and combinations): **A** Asian, **B** Black, **F** Female, **H** Hawaiian/ Pacific Islander, **L** Latina/o/x, **N** Native American/ Alaskan, **V** Veteran/ active military

Service Provider	Service	Billing Rate
Aldrich CPAs + Advisors	Accounting	\$ 275 / hr
Schwabe, Williamson & Wyatt	Contracts & Legal	\$ 525 / hr

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POLICY DECLARATIONS

NOTICE: THIS PROFESSIONAL LIABILITY AND POLLUTION INCIDENT LIABILITY INSURANCE POLICY IS WRITTEN ON A "CLAIMS-MADE AND REPORTED" BASIS AND APPLIES ONLY TO THOSE CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE SECTION OF THE POLICY ENTITLED CONDITIONS, THE CONDITION ENTITLED THE INSURED'S DUTIES IF THERE IS A CLAIM.

POLICY INFORMATION

Prefix: MCH
Policy Number: 591927442
Insurance is Provided by:
Continental Casualty Company
151 North Franklin Street, Chicago, IL 60606

PRODUCER INFORMATION

Agency: 056125
Branch: 970

NAMED INSURED AND ADDRESS

Named Insured:
M.THRAILKILL.ARCHITECT LLC

Address:
511 South West 10th Avenue
Suite 1004
Portland, OR 97205

POLICY TERM

02/18/2025 to 02/18/2026 at 12:01 a.m. Standard Time at the **Named Insured's** address shown above.

KNOWLEDGE DATE

02/18/2019

DEDUCTIBLE:

\$5,000 Purchased Deductible
N/A Deductible Credit
\$5,000 Per **claim** Deductible (including **claim expenses**)
N/A Aggregate Deductible per **policy year** (including **claim expenses**)

LIMITS OF LIABILITY:

\$2,000,000 Each **claim** Limit of Liability (including **claim expenses**)
\$5,000,000 Aggregate Limit of Liability per **policy year** (including **claim expenses**)
\$2,000,000 Each **design defect circumstance** Limit of Liability
\$5,000,000 Aggregate **design defect circumstance** Limit of Liability per **policy year**
\$2,000,000 Each **claim** death or disability and non-practicing **extended reporting period** Limit of Liability (including **claim expenses**)
\$5,000,000 Aggregate death or disability and non-practicing **extended reporting period** Limit of Liability (including **claim expenses**)

INCEPTION DATE:

02/18/2019 is the date of the first policy issued to the **Named Insured** and continuously renewed by the Insurer.



Information Page

Policy no: 865179
Employer identification no: 81-1420911
NCCI Risk ID no:

Item 1. **The Insured:**
M Thrailkill Architect LLC

Entity Type:
Limited Liability Company

Mailing address:
M THRAILKILL ARCHITECT LLC
511 SW 10TH AVE STE 1004
PORTLAND, OR 97205-2711

Agent:
SAIF CORPORATION
400 HIGH ST SE
SALEM, OR 97312-0700

Other workplaces not shown above:

Item 2. **The policy period** is from 09/01/2025, 12:01 A.M. to 09/01/2026, 12:01 A.M. at the insured's mailing address.

Item 3. **A. Workers Compensation Insurance: Part One** of the policy applies to the Workers Compensation Law of the states listed here: OREGON.

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$2,000,000 each accident
Bodily Injury by Disease \$2,000,000 each employee
Bodily Injury by Disease \$2,000,000 policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
NONE

D. This policy includes these endorsements and schedules:

WC360601E Oregon Cancellation Endorsement
WC000310 Sole Proprietors, Partners, Officers and Others Coverage Endorsement
WC360604 Oregon Amendatory Endorsement
WC990616 Confidentiality Endorsement
WC000424 Audit Noncompliance Charge Endorsement
WC000414A 90-Day Reporting Requirement-Notification of Change in Ownership Endorsement
WC990401C Premium Payment Rating Plan Endorsement
WC000421F Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
WC000422C Terrorism Risk Insurance Program Reauthorization Act Disclosure endorsement.
WC000406A Premium Discount Endorsement
WC990402E Claim Rating Plan Endorsement
WC000419A Part Five - Premium Amendatory Endorsement
WC000313 Waiver of Our Right to Recover from Others Endorsement

Item 4. **The premium** for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. The experience rating modification factor and other rating plan factors, if any, may change on your rating effective date of 9/1/2026. All information required below is subject to verification and change by audit.

Olympia, WA

Hands On Children's Museum Expansion

Structural RFP Response



Olympia, WA

Hands On Children's Museum Expansion RFP Response (Rev. 1)

November 21, 2025

To:

Heather Skeehan | Forma Construction
Crystal Loya | Mithun

Crystal and Heather,

Over our 27 year history, our focus has always been on engineering cost effective, low-carbon structural systems, regardless of the material, but our solutions will not compromise aesthetics or function. We rely on our built experience to inform our structural design, especially early in the design process, to blend elegance and constructibility while maintaining cost control. Our vertically-integrated firm aligns most closely with a design-build delivery model, focusing on collaboration and open communication lines.

We look forward to the opportunity to collaborate with you to realize what will be a proud expansion to Hands on Children's Museum, building on our recent museum experience as EOR on the Puyallup Tribal Museum in Tacoma, as well as my personal experience working with Mithun on the New Nordic Museum and the Wanapum Heritage Center (while at MKA).

Regards,



Leif Johnson | Structural Engineering Director
2225 N 56th Street
StructureCraft Seattle

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- 2.4 Challenges & Solutions
- 2.5 Schedule & Fee

"StructureCraft has maintained the highest level of professionalism and world-renowned expertise throughout our experiences and has allowed us to deliver projects that would otherwise not have been possible. Whether it's their structural engineering expertise, or ability to value add engineering ideas that increase efficiency and work through complex construction sequences..., Lucas Epp and Gerald Epp and their team are among the very few elite North American groups leading the future..."

- Michael Green, Founder
Michael Green Architecture, Vancouver



1.0 Experience

1.1 Project Portfolio

StructureCraft has engineered over 10 million square feet of public, institutional, office, residential and cultural projects throughout its 27 year history. We are uniquely positioned to offer the most value to your project, offering full structural consulting services as well as preconstruction & schedule / budget feedback. Our engineers are intimately aware of how to design and detail all materials for buildability and cost control.



Columbia River Maritime Museum Mariners Hall | Astoria, OR | 2025

This 24,500 sqft expansion showcases a vast collection of maritime artifacts and historic vessels – and even a US Coast Guard helicopter hanging from the ceiling. Mariners Hall showcases a curved timber roof that vaults over the exhibition area, providing a visually striking open space that can be seen from the outside through full-height windows. Curved glulam ribs spanning up to 60' are topped with purlin-plywood panels to create an all-wood roof supported by strategically placed timber and steel columns.

Client: Columbia River Maritime Museum
Architect: Opsi Architecture
General Contractor: Rickenbach Construction
Size: 24,500 sqft / \$30M
Our Service: Structural Engineer of Record

Puyallup Tribal Museum | Tacoma, WA | 2025

Puyallup means “bend in the river”, and this Indigenous museum’s meandering form takes this inspiration. The 30,000 sqft steel / timber hybrid facility features gathering, admin, exhibit, and collections storage spaces across two wings and 3 stories (as well as a basement). The project targets LEED Silver certification and features PV roof arrays. The structure features a mixture of glulam and steel framing supporting dowel laminated timber floor and roof slabs. Steel/timber braced frames make up the lateral system.

Client: Puyallup Tribe of Indians
Architect: Mithun
General Contractor: Korsmo Construction
Size: 30,000 sqft
Our Service: Structural Engineer of Record



Port of Olympia Waterfront Center | Olympia, WA | 2025

This new waterfront hub at the Swantown Marina along Budd Inlet will be a catalyst for connecting the port’s facilities to community favorite amenities like the Farmers Market, Hands on Children’s Museum, and Percival Landing. The structural design will feature a hybrid of timber and steel, focusing on locally sourced materials. It will enhance the legacy of the timber industry in Olympia while providing a low-carbon structure that sets a new standard for sustainability and energy efficiency.

Client: Port of Olympia
Architect: EHDD
Size: 20,000 sqft
Our Service: Structural Engineer of Record

National Juneteenth Museum | Fort Worth, TX | 2025

The Texas-based National Juneteenth Museum commemorates the federal holiday, Juneteenth, which celebrates the ending of slavery in the United States. The superstructure is a hybrid of exposed mass timber and steel, supported by a concrete basement. The vertical gravity framing consists of glulam columns supporting level 2 and the roof. Innovative use of CLT and glulam purlins creates the folded plate, with glulam chords creating an extremely slim roof spanning up to 90ft and featuring a structural thickness of less than 2ft.

Client: The National Juneteenth Museum
Architect: Bjarke Ingels Group, KAI Enterprises
Preconstruction Manager: KAI Enterprises
Size: 50,000 sqft
Our Service: Structural Engineer of Record



Southwest Neighborhood Library | Washington, DC | 2020

Comprised of a mass timber structure, this Design-Build project involves such elements as a highly unique timber folded plate roof using dowel laminated timber. Supporting the steel and timber lateral system are glulam beams and columns with detailed timber-to-steel connections. The Library achieved LEED Platinum Status, implementing sustainable strategies such as regionally sourced material, solar panels on the green roof, and timber throughout.

Client: DC Public Libraries
Architect: Perkins&Will
Design-Build Contractor: Turner Construction
Size: 25,000 sqft / \$18M
Our Service: Structural Engineer of Record

1.0 Experience

1.1 Project Portfolio (cont'd)



KF Aerospace Flight Museum & Centre for Excellence | Kelowna, BC | 2022

Shaped as an aircraft, a central 2-storey hub “fuselage” is flanked by two wing-shaped hangars which houses historical planes. The building showcases the latest in structural innovation and mass timber construction throughout the superstructure. From wing-shaped hangar roofs to a highly unique doubly-curved CLT staircase, a creative approach to structural engineering was pivotal to the design of this project. The project is located directly next to Kelowna International Airport.

Client: KF Aerospace
Architect: Meiklejohn Architects
General Contractor: Sawchuk Developments
Size: 65,000 sqft
Our Service: Structural Engineer of Record

Philip J. Currie Dinosaur Museum | Grande Prairie, AB | 2014

This 29,200 sqft museum rests on the ancient Pipestone Creek dinosaur bone bed near Grande Prairie, Alberta. The project features a geometrically-complex roof, supported by exposed timber beams and struts that were designed as a metaphorical reference to the dinosaur bones that populate the museum. Our engineering team carried out early feasibility studies to compare steel and wood, with wood eventually coming out on top due to client vision and architectural expression (dinosaur bones).

Client: County of Grande Prairie No. 1
Architect: Teeple Architects
General Contractor: PCL
Size: 30,000 sqft
Our Service: Structural Engineer of Record (Gerald Epp, President) & Specialty Structural Engineer



Xunaa Cultural Heritage Center & Museum | Hoonah, AL | 2022

This cultural hub is envisioned to be a catalyst and focal point for preserving, perpetuating, and enhancing pride in Tlingit culture. The design concept imitates a glacier, weaving through separate gallery “vessels”. Our structural design featured a central corridor with Glulam flow beams and plywood-purlin LWF panels supported by steel girders framing into each vessel. Our engineers also explored the ramifications of frost and proposed an over-excavation solution to allow for concrete spread footings above bedrock.

Client: Hoonah Indian Association
Architect: Mithun
Size: 48,000 sqft
Our Service: Structural Engineer of Record

Fraser Mills Presentation Centre | Coquitlam, BC | 2023

Nestled along the Fraser River in South Coquitlam, the Fraser Mills Presentation Centre is the gateway to a transformative 96-acre mixed-use development. Celebrating the site’s history as one of the world’s largest sawmills, the Centre uses engineered timber to honour local craft while embracing modern sustainability. The building integrates a master plan info hub and two display homes under a sweeping, free-flowing roof form. The building is designed for eventual disassembly and re-use as a community hub.

Client: Beedie Living
Architect: Patkau Architects
Design-Build Contractor: Beedie Construction
Size: 13,000 sqft
Our Service: Structural Engineer of Record



Museum of Fine Arts, Houston - Center for Conservation | Houston, TX | 2017

The Sarah Campbell Blaffer Foundation Center for Conservation sits above the existing MFAH garage, linking the Center with the museum’s back of house while creating a new campus presence. The Center consolidates the MFAH conservation departments under one roof, comprising one of the largest spaces dedicated to conservation at any institution in the world. The building leverages an innovative structural strategy utilizing both mass timber and steel structure. It is the first installation of DLT in North America, and was prefabricated.

Client: Museum of Fine Arts, Houston
Architect: Lake Flato with Kendall/Heaton Associates
General Contractor: W. S. Bellows Construction
Size: 39,000 sqft
Our Service: Specialty Structural Engineer

1.0 Experience

1.2 Personnel Resumes

Our team of 70 engineers and designers, with offices in Seattle, Vancouver, Abbotsford, and Trento, bring extensive consulting engineering experience designing with all materials and in high seismic zones. As leaders in code development both locally and internationally, our team has pushed innovations in structures and fire performance. Recently, we have helped 3 of our projects successfully target Net Zero operational carbon.



Lucas Epp | PE, P.Eng. | Quality Control Review

Lucas is a structural engineer with more than 19 years of experience working in Canada, the UK, and New Zealand. He has had a lifelong exposure to timber, working at StructureCraft from a young age on the shop floor. He has since been involved in many of the company's signature projects, including the sweeping 200m (650 ft) long Arena Stage Theatre facade in Washington, DC and the recent School of Architecture & Design at Kansas University, and now leads the engineering department at StructureCraft.

Professional References

Guy Esser | Project Architect, University of Idaho | gesser@uidaho.edu
Martin Sharpless | Program Director, Johns Hopkins University (former) | martin.sharpless@gmail.com
Mahbub Rashid | Dean - School of Architecture, Kansas University | mrashid@ku.edu

Leif Johnson | PE, SE, LEED AP | Principal-in-Charge and Day-to-Day Contact

Leif is a licensed structural engineer with over 19 years of experience designing high-profile civic and cultural structures throughout the United States. He has always focused on sustainable engineering, and he was recently recognized for his work in timber design when awarded one of the influential 40 under 40 professionals for Building, Design and Construction in 2018. Leif leads our Seattle office and has focused on cultural design his entire career, including the Burke Museum and new Nordic Museum (with Mithun) locally.

Professional References

Ryan Lobello | Director, Handel Architects | rlobello@handelarchitects.com
Allan Horton | Associate Principal, Perkins&Will | allan.horton@perkinswill.com
Jared Rickenbach | President, Rickenbach Construction | jared@rcibuilds.com



Tom Meyer | PE, SE | Technical Lead

Tom is responsible for leading the technical side of StructureCraft's engineering team and projects. Alongside contributing to our most technically complex projects, he has a focus on mentorship, QA/QC, project sealing and drawing review, standards development, and R&D. Tom brings more than 27 years of technical leadership experience in the cultural and public sectors, including projects like the Seattle Convention Center, BMO Centre in Calgary, Little Caesars Arena in Detroit, and the San Ysidro Land Port of Entry in San Diego.

Professional References

Nick Glick | Construction Manager, Riverside Investment (1900 Lawrence) | 845-492-1448
Nick Popoutsis | Senior Associate, Goettsch Partners | 414-530-6425
Lester Brown | Project Manager, Pine Street Group (Seattle Convention Center) | 206-999-1275

Colin Lambie | PE | Lead Project Engineer

Colin is a structural engineer with 6 years of industry experience, specializing in mass timber and civic projects. He serves as the engineer point of contact for the Columbia River Maritime Museum ongoing construction effort and is a lead engineer for Art Omi's Art Gallery in upstate New York. His portfolio also includes community projects such as the Douglas Community Center and Congress Heights Library in Washington, D.C. Through these projects, he brings strong technical expertise and project leadership to the design and construction

Relevant Projects

CRMM Mariners Hall, Astoria, OR | Opsi Architecture, Rickenbach Construction | Design-Bid-Build
Anima Gallery at Art Omi Pavilions, Chatham, NY | SO-IL, Wallace Architecture, Francis Greenburger | Design-Build
Douglass Community Center, Washington, DC | Studio27 Architecture, MCN Build | Design-Build



Maia Costa | BIM Lead

Maia contributes to StructureCraft's drafting team with a focus on clear, accurate project documentation and 3D model coordination. She brings experience in complex cultural and institutional projects, including the Brazil Pavilion for Expo Dubai 2020, with attention to detail and design intent that supports both engineering and architectural teams. She is proficient with all major BIM softwares, including Revit, Rhino, and our proprietary in-house modeling software, Branch.

Relevant Projects

Congress Heights Library, Washington D.C. | Perkins&Will, Turner Construction | Design-Build
Belleville Ferry Terminal Redevelopment, Victoria, BC | MGA, EllisDon | Design-Build
Barbados National Performing Arts Center, Bridgetown, Barbados | Adjaye Associates, Empire | Design-Build

2.0 Project Approach

2.1 Our Understanding

The new Hands On Children's Museum Expansion is understood as a ~18,000 sqft, \$20.1M (\$12.4M hard cost) hub that prioritizes flexibility, maintainability and community integration.

We see this building as an opportunity to elevate structure to a higher purpose - combining grid and form requirements with architectural intent and function. Our goal is to design a building that is a beacon and icon for the Port of Olympia while remaining economical and efficient as it integrates with the existing structure.

In addition to our EOR services we can, if helpful, produce shop drawings for the awarded material supplier - utilizing our built-in construction experience while keeping bidding fair and streamlined. This also ensures Mithun's design vision is maintained down to the detail.

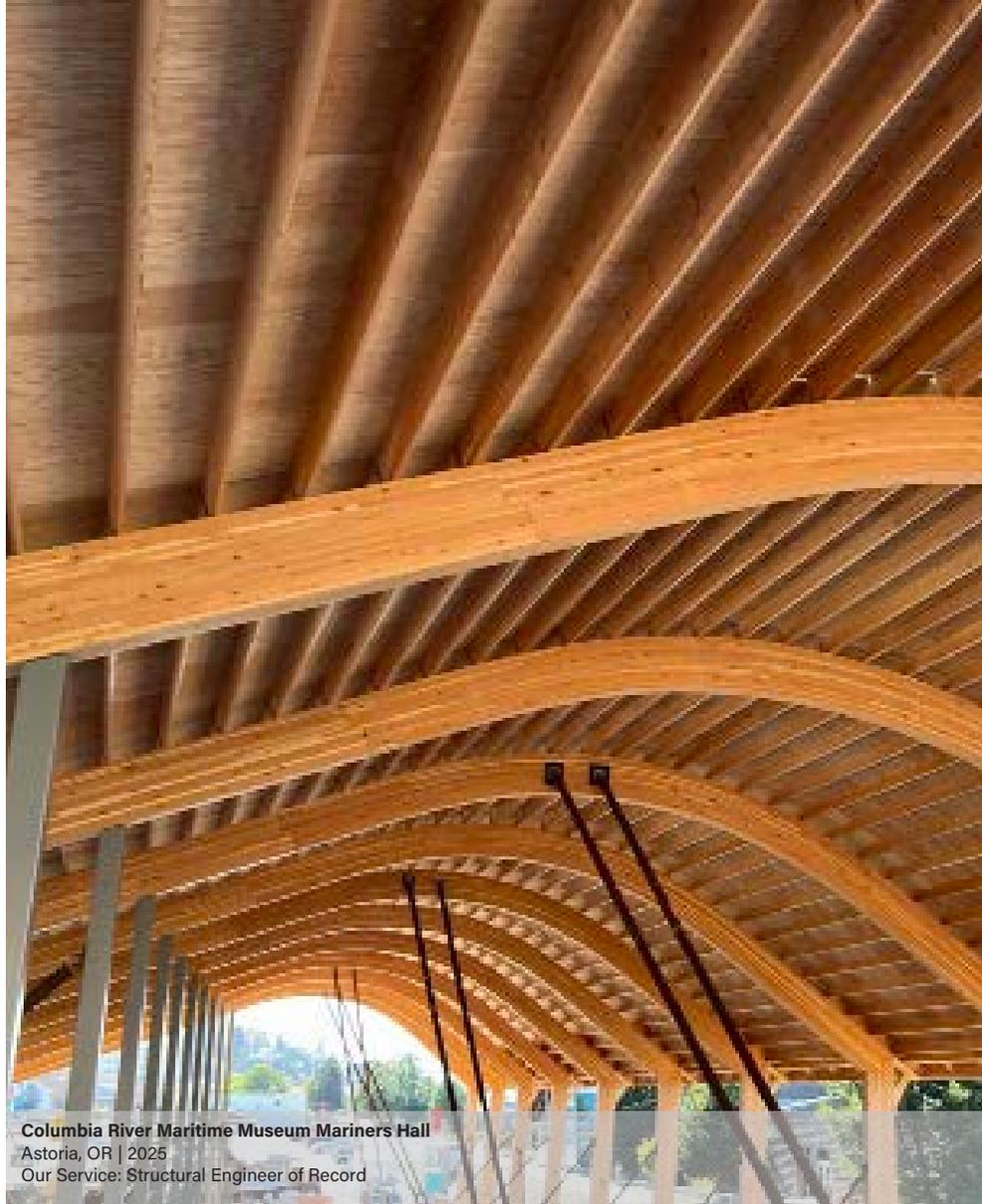
At heart, we are material agnostic engineers, so with budget, efficiency, and Mithun's architectural vision in mind, we plan to design a steel solution, a hybrid solution, and an all timber solution in Concept/Schematic design so that, as a team, we can decide which option to develop.

2.2 Not Your Typical Engineer

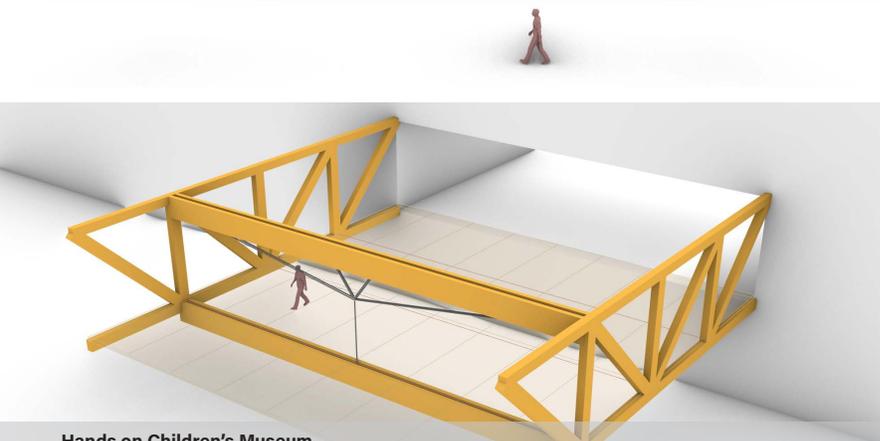
We define ourselves as "structural engineers who build." We offer both full structural consulting services as well as specialized construction services (sometimes together, sometimes separately). This means that our engineers are practical and well-versed in what happens when a detail is not designed for construction. We have developed a reputation for creative, efficient thinking across all primary structural materials. Our engineers also follow rigorous QA/QC protocols, including mandatory internal independent reviews.

Even if our scope is limited to EOR services only, we will bring our built experience into our consulting engineering scope. We believe this differentiator, compared to other consulting engineering firms, allows us to design to a budget throughout the process, eliminating or minimizing value engineering along the way.

In addition, given we work with all the timber suppliers in the world, we can assist in obtaining timber donations which we understand the museum is interested in pursuing.



Columbia River Maritime Museum Mariners Hall
Astoria, OR | 2025
Our Service: Structural Engineer of Record



Hands on Children's Museum

Our team's initial studies on the bridge between expansion and existing buildings, led by Leif Johnson in conjunction with Mithun at competition stage.

2.3 Personnel & Project Experience

Our selected project team has extensive experience designing accessible public spaces, exemplified in our recent structural design for Columbia River Maritime Museum's new Mariners Hall. Early in design, Leif Johnson and Lucas Epp worked together with Opsis to create a building structure that responded to CRMM's similar goals: environmental stewardship, creativity, future-proofing, and community accessibility. The result was an open, swooping structure spanning 60ft with glulam ribs and LWF roof cassettes, supported by a hybrid timber and steel structure. Originally the glulam ribs were proposed to span over 90ft and curve in multiple points to match the building's form - but quickly our engineers and precon team realized this was not budget-conscious. We rationalized the roof into segments, creating invisible half-lap splices and quiet steel-timber connections that kept the design intent while meeting budget-friendly manufacturing standards.

All project team members have achieved recognition in the design of all structural materials. Gerald Epp designed the famous Waterfall Building in Vancouver, which utilized an incredible concrete bridge "gateway" supporting three levels of concrete construction. Leif Johnson has focused on cultural design his entire career and was the Principal in Charge on various local museums, including the Wanapum Heritage Center and the New Nordic Museum (both with Dustann Jones / Mithun) - in addition to SFMOMA, the Perelman Center NYC, Burke Museum, and the Norton Museum of Art. Colin Lambie is leading CA on the CRMM Mariners Hall expansion in Astoria.

For Hands on Children's Museum, we already have an understanding of the project and have proved our ability to nimbly evaluate structural systems. We supported Mithun at the competition stage with framing schemes and structural renders (plus a preconstruction budget), including initial analysis on the unique framed bridge between the expansion and the existing building. We want to carry this design momentum forward with your team.

We also have recent experience working with Mithun to prepare a Scher... Design for the Xunaa Cultural Heritage Center and Museum in Alaska, featuring a meandering structural concept with a central corridor linking various exhibits. **309**

2.0 Project Approach

2.4 Challenges & Solutions

Our team will study hybrid, mass timber, steel and concrete options, and will assist FORMA in pricing exercises for each, so that these systems can be compared. As the design progresses, we will maintain the budget using our in-house Preconstruction Team to avoid a pause for value engineering.

We are excited to introduce in-kind & donated materials and have implemented this budget-saving strategy in the past, including University of Idaho's Basketball Arena, where Idaho wood suppliers donated material for the Glulam arches; or the University of Washington's Timber Wave pavilion at the Seattle Design Festival, where Leif Johnson worked with Masters students to design a da Vinci style arch using donated 2x4s from Sierra Pacific Industries and Hampton Family Forests. KF Aerospace's new Flight Museum & Centre for Excellence in Kelowna received significant donations from the BC Government (through Forestry Innovation Investment), eventually being used to fund portions of the timber structure.

As structural engineers who, uniquely, also have a construction arm, we are intimately aware of how cost affects structure. We propose to utilize this deep knowledge of construction as early as concept, informing structural form and grid with constructability and efficient volume utilization. We will provide regular budget updates to the owner as part of our design process, ensuring that we truly design to a budget.

We understand this site's liquefaction, lateral spreading, and wood-debris fill, and we will design a foundation system that works with the budget and FORMA's schedule. Key considerations from Landau Associates' geotech report:

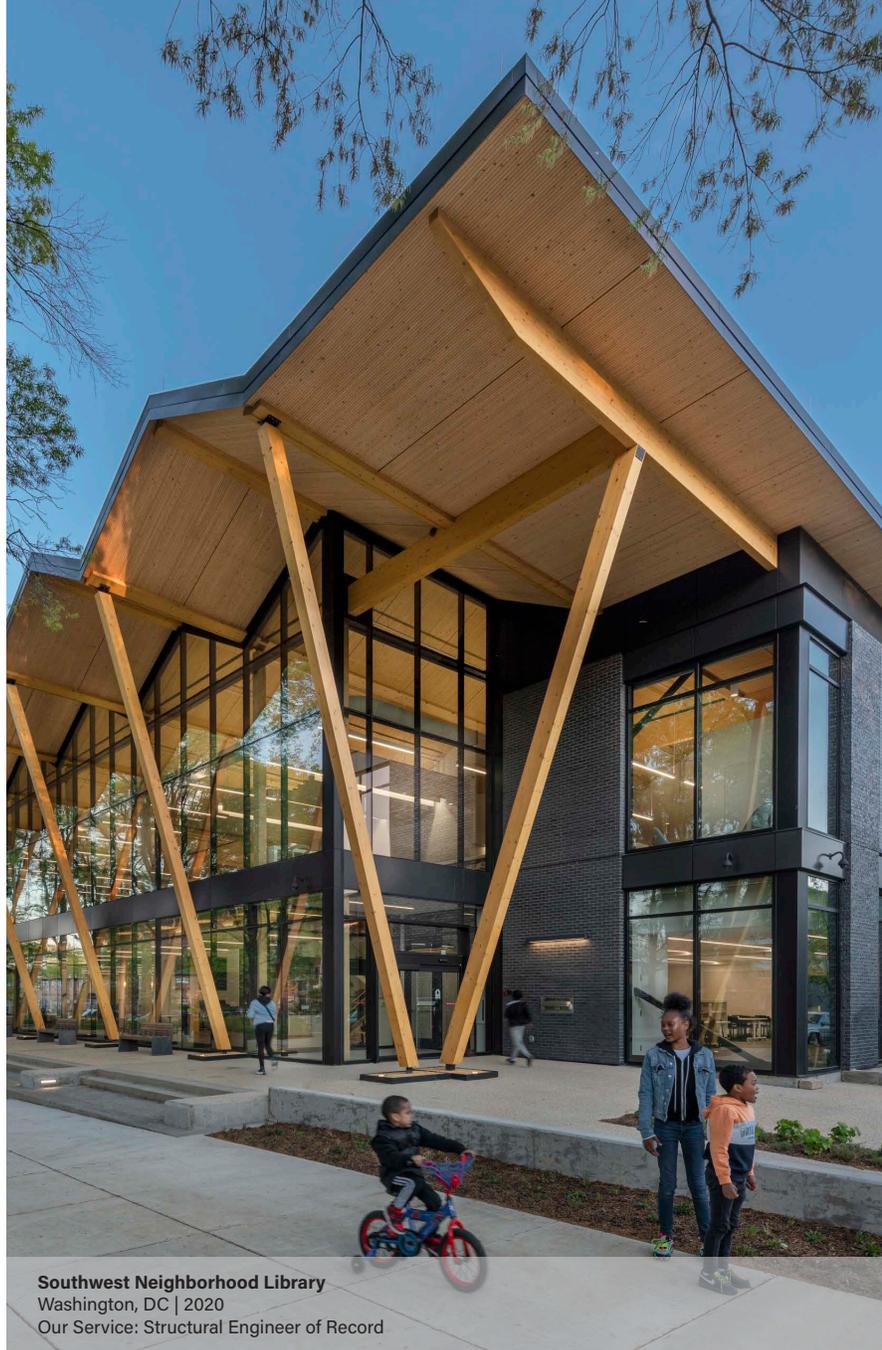
- Liquefaction to ~70ft and lateral spread on East Bay; predicted 1-1.5ft horizontal movement and 7-8 in post-liquefaction settlement without mitigation
- 8-10.5 ft of wood debris in the fill; we foresee two viable strategies: a) ground-improved mat (VCC/stone columns bridging wood debris), or b) deep piles to ~70ft with downdrag and lateral demands explicitly quantified. We will analyze both paths and can put forward an early foundations package to reduce risk.

As we develop the structural systems, we will also be mindful of the bridge between the new and existing structures and how the construction of the bridge could affect schedule and sequencing.

In addition, we will design the structural systems to allow for future museum growth. For example, we can detail the structure for partial disassembly for a future stair, thereby decreasing the costs of future construction.



KF Aerospace Flight Museum & Centre for Excellence
Kelowna, BC | 2022
Our Service: Structural Engineer of Record



Southwest Neighborhood Library
Washington, DC | 2020
Our Service: Structural Engineer of Record

We are committed to owning the schedule and exemplified this on the Design-Build Southwest Neighborhood Library in Washington, DC. Turner Construction carried out an analysis of the project's workflow and found that our integrated approach to engineering / BIM / coordination saved 7 months in the schedule.

With a long history designing museum projects, including accommodation for ever-changing exhibits, our selected project team understands the need to coordinate structural grid and layout to provide maximum future adaptability. For instance, on the CRMM Mariners Hall project, the client desired to hang a US Coast Guard helicopter from the center of the double height space, so we created a long-span glulam rib system. This allowed for clear views of the entire museum space (including local heritage boats and mariner artifacts) while providing clearance for the helicopter.

We are also in DDs on the National Juneteenth Museum with Bjarke Ingels Group in Fort Worth, Texas, which is arranged in a star shaped and uses a folded plate CLT roof to span over spaces like a theater, library, exhibit hall, and more. Our engineers participated in a cost-driven VE exercise and helped green light the next stages of design for a museum funded solely by donations.

Anima at Art Omi Pavilions is a new gallery structure we are designing with SO-IL within the Hudson Valley landscape in upstate New York. The pavilion comprises five interconnected gallery spaces, each designed with distinct dimensions and lighting conditions, including skylights and windows, to support varying art displays. The pavilion's defining feature is its 5,200-sqft roof structure, composed of stacked timber blocks forming a semi-porous lattice.

On the University of Idaho's new Basketball Arena, the university gave us the mandate of creating a purely freeform timber roof made from all-local Idaho wood - all while leaving a 120' span opening for viewers from all sides of the 4,200 seat arena to properly experience the game. We solved this with a timber-steel proscenium portal frame, with MEP integrated fully into the structure.

2.0 Project Approach

2.5 Schedule & Fee

We have reviewed the initial schedule included with the RFP and foresee the following schedule, subject to additional discussion and potential fast-track if needed (e.g. an early foundation package):

Phase	Duration	Fee (USD)	Scope / Deliverables
Validation	11-12 weeks	\$2,000	<ul style="list-style-type: none"> Assist with preliminary cost modeling Prepare initial concept sketches to assist with form & layout Initial BOD language to assist with programming
Schematic Design	~ 9 weeks	\$29,000	<p>Scope</p> <ul style="list-style-type: none"> Preliminary structural engineering, and examination of structural and material alternatives. Explore options for the foundations, ground-level slab, and gravity structure, including optimal column grid and integration of MEP, considering aesthetics, constructability, economy, and function. Assist with sustainability charette(s) Establish design criteria and identify applicable code requirements. Assist in determining pre-engineered and/or performance-specified structural elements (e.g. curtainwall, light gauge framing, etc.). Attend meetings, maximum of 5 in-person in Seattle, and remotely for remainder of SD as required. <p>Deliverables</p> <ul style="list-style-type: none"> Scheme / grid studies as required. 50% Schematic Design drawing set and initial Basis of Design Narrative with material quantities for cost estimating. 100% Schematic Design drawing set and Basis of Design Narrative with material quantities for cost estimating. Structural outline specifications
Design Development / GMP Development	~ 12 weeks	\$40,000	<p>Scope</p> <ul style="list-style-type: none"> Preliminary structural engineering, and examination of structural and material alternatives. Further development of selected structural scheme. Preliminary BIM and 3D modeling of superstructure (Revit, LOD300). Develop requirements for pre-engineered and/or performance-specified structural elements. Advance foundation design for early permit and bid packages. Attend meetings, maximum of 10 in-person in Seattle, and remotely for remainder of DD as required. <p>Deliverables</p> <ul style="list-style-type: none"> 100% DD and GMP drawings. Basis of Design Narrative with material quantities for cost estimating Preliminary structural specifications. Early permit and bid package for foundation design at 100% DD.
Construction Documents and Permitting	~ 16 weeks	\$40,000	<p>Scope</p> <ul style="list-style-type: none"> Further develop of structural design documentation for CD level. 3D modeling of structure, full BIM in Revit (LOD 350). Regular model coordination and exchanges. Attend meetings, maximum 10 in-person in Seattle, and remotely for remainder of CDs as required. Preparation of drawings and engineering calculations for Building Permit sealed by P.E. registered in Washington. Coordination of specialty museum scope, such as hanging loads, rigging points, and late exhibit changes Consult with Building Officials and assist in obtaining structural permits. <p>Deliverables</p> <ul style="list-style-type: none"> 50% Construction Document drawing set and full specifications 90% Construction Document and Superstructure Permit drawing set and full specifications 100% Construction Document drawing set and full specifications
Construction Administration	~ 16 months	\$44,000	<p>Services</p> <ul style="list-style-type: none"> Review and preparation of RFI responses / addenda during bidding phases. Field review of structural work, including written reports and required follow-up. Shop drawing submittal reviews. Review contractor submittals. Respond to contractor's Requests for Information. Assist in reviewing Change Orders related to the structural work. Review third-party testing and inspection reports. Visit the site at intervals appropriate with the progress of construction to observe the progress of structural work, assumed an average of one site visit per month – 12 visits maximum. <p>Deliverables</p> <ul style="list-style-type: none"> Contractor submittal review comments/approvals. Responses to contractor's Requests for Information. Reports detailing observations made during site visits.
TOTAL		\$155,000	
Additional Service	N/A	\$12,000	<ul style="list-style-type: none"> Record Drawings of Primary Structure

QUALIFICATIONS

- See Appendix A – StructureCraft Terms of Engagement.
- It is assumed that the client will engage third party testing agencies for Special Inspection requirements.
- The anticipated schedule/duration for the above Structural Engineering Services is per Section 2.0 above.
- Foundations & Ground Improvement. EOR will design all primary foundation elements (mats, pile caps, grade beams, foundation walls), establish performance criteria and design loads for any delegated deep foundations or ground improvement (e.g., stone columns, VCC), review and coordinate the specialty engineer's submittals, and integrate details for a permit-ready early foundation package. (Specialty contractor to design and stamp any proprietary systems.)
- We have assumed weekly or bi-weekly (remote) design meetings through design.
- Professional liability insurance coverage of \$5 million.
- StructureCraft proposal is valid until February 2026.

EXCLUSIONS

- Design-Related Exclusions
- Non-structural/secondary components and their attachments to the primary structure.
- All forms of sound, mold, and water-intrusion protection.
- Tenant-related design services.
- Other exclusions per Appendix A.
- Construction-Related Exclusions
- Design of temporary Means and Methods of construction.
- Evaluation of the structure to support temporary loads imposed by construction equipment and storage of materials.
- Analysis and/or review of construction sequencing.
- Design of "field fixes" to remedy fabrication or construction errors made by the Contractor.
- Any and all aspects of construction site safety.
- Verification of the quality of work of the contractor.
- Full-time on-site representation.



Appendix A – StructureCraft Engineering Terms of Engagement (2025)

These terms form part of our proposal for structural engineering services:

1. Schedule of hourly rates (USD):

Principal	\$350.00/hour	Senior Draftsman/PM	\$160.00/hour
Senior Engineer	\$260.00/hour	Draftsman	\$125.00/hour
Engineer	\$185.00/hour	Administrative Assistant	\$ 60.00/hour

Rates are subject to revision at the beginning of each year. Rates for a Principal /Director are increased by 50% for litigation work. Additional services including re-design, scope increase, etc. will be charged at the above hourly rates, unless noted otherwise. Additional services will only be performed following written approval (i.e. Change Order) by the Client.

2. Reimbursable expenses will typically be charged at cost. Supporting documentation is provided upon request.
 - a) Vehicle use and other travel related expenses including tolls.
 - b) Air travel (economy class), accommodation, meals, and parking expenses (Not to Exceed Amount of \$1,500).
 - c) Reproduction of drawings, documents and reports if requested by owner.
 - d) Courier charges.
 - e) Any other proper expenses paid out by StructureCraft on the Client's behalf and not specifically named as being covered by the normal fee.
3. Applicable taxes are additional to all rates.
4. Proposals quoted are valid for one (1) month from the date of the proposal unless otherwise noted, and thereafter are subject to renegotiation.
5. Terms net 30 days, interest charge of 1.5% per month on all overdue accounts. If payment remains past due 60 days from the date of the invoice, then StructureCraft shall have the right to suspend all work, without prejudice, and all reasonable suspension costs shall be paid by the Client. Payment in full must be received for all invoices prior to issuing the final schedules at completion of our work.
6. All documents and designs prepared by StructureCraft for the project shall remain the property of StructureCraft. Following full payment for design and construction of the project, StructureCraft grants to the owner the right to use the information contained in such documents and designs for responsible purposes related only to the project.
7. StructureCraft maintains Professional Liability Insurance coverage on all their projects. The total amount of all claims the Client may have against the StructureCraft under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of any professional liability insurance the StructureCraft may have available at the time such claims are made.

For the purpose of the limitation of liability provisions contained in the Agreement of the parties herein, the Client expressly agrees that it has entered into this Agreement with StructureCraft, both on its own behalf and as agent on behalf of its employees and principals.

The Client expressly agrees that StructureCraft's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of StructureCraft's employees or principals in their personal capacity.

8. StructureCraft shall not be responsible for:
 - a) the failure of another contractor, retained by the Client, to perform the work required in the Project in accordance with the applicable contract documents.
 - b) any damage to subsurface structures and utilities which were not identified and located by the Client.
 - c) any Project decisions made by the Client if the decisions were made without the advice of StructureCraft or contrary to or inconsistent with StructureCraft's advice
 - d) any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption



- e) the unauthorized distribution of any confidential document or report prepared by or on behalf of StructureCraft for the exclusive use of the Client.
9. Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of the Consultant, to observe whether the work of a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in StructureCraft providing qualified certifications for the work.
10. Unless specifically included, the design and detailing of all secondary components are excluded from the scope of work in contract between StructureCraft and the Client, including, but not limited to the following:
- a) Architectural components such as guard and hand rails, flag posts, canopies, ceilings, etc.
 - b) Site work elements exterior to the base building such as landscaping components, lamp standards, pools, signs, and civil work.
 - c) Cladding, window mullions, glazing and store fronts, custom glazing supports.
 - d) Skylights and glass canopies.
 - e) Support and anchorage for mechanical/electrical/plumbing (MEP), audio/visual (AV) systems, and solar panels
 - f) Glass block including attachments.
 - g) Elevator and escalator system components
 - h) Architectural precast and precast cladding.
 - i) Window washing equipment and attachments.
 - j) Interior and exterior light gauge steel stud walls.
 - k) Roofing material.
 - l) Architectural brick veneer.
 - m) Parking slab membrane.
 - n) Pre-engineered buildings
 - o) Pre-engineered open web joists
 - p) Fabricator-designed structural steel or mass timber members and connections
 - q) Proprietary engineered structural systems
 - r) Structural precast concrete and connections
 - s) Structural fabric materials and connections
 - t) Pre-engineered stairs, grating, fences, gates, bollards will be delegated design. Feature stairs are included in base scope.
 - u) Building maintenance systems
 - v) When loading and connection information is made available in the normal sequence of design, StructureCraft will provide structural engineering design services related to the design and coordination of the primary structural frame to support these additional non-structural building components.

These components shall be designed by independent Specialty Structural Engineers, registered with the governing body having jurisdiction and retained by the Contractor, who will seal all related shop drawings, review the components in the field and provide all required sealed letters to the authorities having jurisdiction.

- 11. Supply of Record Drawings is outside the scope of services, unless contractually agreed to in the fee proposal. If Record Drawings are contractually arranged, then the drawings will include officially issued site sketches and reference only to field review comments and RFI responses.
- 12. If the Project, at any point, is delayed for more than three (3) months, or if the project program, schedule or complexity changes significantly, StructureCraft reserves the right to renegotiate the fees.





Hands On Children's Museum Expansion: Acoustics

Date: Fri, Nov 14, 2025

Proposal of Services

Crystal Loya
Mithun
1201 Alaskan Way #200,
Seattle, Washington 98101

Acoustical Services Proposal for Hands On Children's Museum Expansion: Acoustics

Dear Crystal,

Thank you for considering the Tenor Engineering Group to support the FORMA/Mithun/FAME team with the acoustical design of Hands On Children's Museum in Olympia, Washington. I have personally had the pleasure of experiencing this museum with my own children and nieces. We hope to have the opportunity to support the team in developing cost-effective acoustical solutions as part of the expansion and renovation.

- Narrative of Approach:
 - Opportunities to leverage in-kind material and labor donations: *Tenor will complete an on-site acoustical audit of the existing site and facility at no cost to the client or project to assess the noise and vibration challenges and opportunities. This will include documentation of the existing conditions as it relates to the project's acoustical performance goals and options for enhancement and reuse.*
 - Coordination with architectural, exhibit, and site requirements: *Our team will provide suggestions as it relates to acoustical perception of the exhibits, indoor/outdoor spaces, as it relates to the project goals.*
 - Phasing and flexibility for future museum growth: *Our team will note considerations for equipment, finishes, systems, and assemblies that provide opportunities for alteration, enhancement, or reuse*

PM, Lead Engineer, Day-to-Day: Erik Miller-Klein, Principal
Design Support: Drew Lodarek, Acoustical Consultant
Design Support: Graham Easton, Staff Consultant

Estimate of Services

MILESTONES / TASKS	AMOUNT
Phase 1 - Design Development - Hourly NTE	\$9,600.00

Schematic Design (30% Design) - Complete on-site acoustical performance audit of existing facilities (labor donation). Review interior and exterior spaces with respect to acoustical design goals for new exhibit areas, classrooms, office/support spaces, and areas/spaces to be renovated. Develop acoustical design plan with respect to exhibit perception/experience, room acoustics/noise control, and acoustical quality/comfort. Provide acoustical design plan documentation.

Provide preliminary mechanical system guidance with respect to noise and vibration control. This will include maximum sound power levels for future or altered equipment with respect to indoor and outdoor spaces.

Attend design coordination meetings (up to 3 meetings within proposed budget).

- On-site Assessment (Labor Donation Proposed): FMV - \$1,350

Design Development (60% Design) - Complete review and refine acoustical design plan for patron and back-of-house areas with respect to acoustical project goals. Provide mark-ups and design review comment documentation. Note materials, assemblies, and details to meet acoustical project goals.

Collaborate with and coordinate the mechanical system noise and vibration control plan. This will include materials, details, and suggestions for BOD systems with respect to indoor and outdoor spaces.

Attend design coordination meetings (up to 3 meetings within proposed budget).

GMP Development Support - Complete review to ensure acoustical products and systems are incorporated into the GMP documents.

Phase 1B - Technical Documentation - Hourly NTE

\$3,675.00

Permit & Construction Documents - Provide detailed review of drawing details, materials, and assemblies with respect to acoustical goals and GMP budget. Coordinate on final selections and include narratives on the pro/cons of VE options.

Complete mechanical system noise and vibration analysis for system selections with respect to both interior and exterior noise to patrons, staff, and the community. Provide detailed noise and vibration control plan documentation.

Attend design coordination meetings (up to 2 meetings within proposed budget).

Phase 2 - Construction - Hourly NTE

\$1,950.00

Construction Administration - Review shop drawings, alternates, and coordinate on field conditions.

Total \$15,225.00

Summary

Our fees are based on our hourly rates and expected level of support. Please contact us if you have any questions or would like to modify the proposed scope of work.

Thank you for considering the Tenor Engineering Group.

Sincerely,

Erik Miller-Klein, PE, INCE Bd. Cert.
Principal of Acoustical Engineering

Tenor Engineering Group
erik.mk@tenor-eng.com
O: (206) 899-5450

Terms of Service

These fees include all costs associated with equipment, administration, and transportation. Our fees are based on our hourly rates:

Hourly Rates

Principal, PE - \$150 per hour

Acoustical Consultant - \$90 - \$120 per hour

Staff Consultant - \$75 - \$95 per hour

At no time will our fees exceed the above hours or costs without prior written approval. If the conditions of this proposal are satisfactory we will accept an agreement form of your choice or approval of this proposal through our online client portal or printing and signing below. This can be e-mailed or mailed to: 600 1st Ave Ste 330 PMB 52397, Seattle, WA, 98104-2246

Client Signature

Date



Landscape
 Architecture
 Site Planning
 Irrigation

November 19th, 2025

HANDS ON CHILDRENS MUSEUM EXPANSION
Olympia, Washington

IRRIGATION DESIGN SERVICES PROPOSAL

This proposal is for Irrigation design services associated with an expansion of a Children’s Museum of approx. 20,000 s.f. in Olympia, Washington. Including 20,000 sf parking area, 11,000 s.f. of entry plaza, 14,500 sf of outdoor exhibit, 2,000 sf of outdoor preschool space and 4,000 sf of garden buffer. Scope of work is for Schematic Documents only, intended to be Design/Build.

1. SCHEMATIC / DESIGN DEVELOPMENT PHASE 1A;

- Coordinate as required with Architect, Landscape Architect, Mechanical and Civil Engineer.
 - Site Visit to review existing conditions.
 - Prepare Irrigation Design Narrative for Schematic Design Set.
 - Prepare Irrigation Design Development Set: (to include; point of connection, controller, irrigation type, approx. locations of mainline, sleeving, valves)
- CAD setup of base sheets:
 -(1) Irrigation Plan. 1”= 30’-0”.
 -(1) Irrigation Details sheet.

Phase 1A Not to Exceed Fee: \$3,900.00

Billed at an Hourly rate of \$130.00 hour.

NOTES:

1. Additional plan revisions due to site plan changes, civil engineering revisions or owner directed revisions beyond the control of the consultant, to be invoiced as additional services at the rate of \$130/hr.
2. All travel, reprographic, materials, and other related approved project costs to reimburse at cost plus 10%.
3. Proposal assumptions:
 - *Mithun to provide base plan, sheet layout, and title block (ACAD Version 2025 or earlier).*
 - *Construction Documents or Construction Administration is not included.*
 - *Irrigation meter (if required) to be by a Civil Engineer.*

Approved By: _____

Date: _____

Submitted by: William Brown Landscape Architects
 16630 30th Dr. S.E.
 Bothell, WA 98012 Corky_b @ comcast.net / Phone: 425-417-4609

Amendment to the Agreement between Prime Consultant and Architect

Amendment 001

In Accordance with Agreement Dated:

30 September 2022

Between Project Prime Consultant

And Architect/Consultant

FORMA

FRAME | Architecture Design & Planning LLC

Db: FRAME | Integrative Design Strategies

459 Renton Ave S, Seattle WA, 98108, USA

Alissa@FrameDesignStrategies.com | 206.234.7217

Project Name: Hands On Children's Museum - Expansion FRAME Project #: 24030.20

- Authorization requested to :
- Proceed with Additional Services
 - Proceed with Additional Reimbursable Expenses
 - Proceed with Modified Schedule

Described as follows:

Provide Project Type Consultant Services as begun in Project Validation Phase through Schematic Design, Design Development, Final Documentation, Pricing and Construction Phases. Tasks as follows:

- Review design packages, including evaluation for compatibility with exhibit configuration and program.
- Meeting Attendance
- Design Assistance, including program advising, sketches, emails, product, fixture, finish and system recommendations
- Review Exhibit Design and Interpretive Planning implications of design decisions
- Review Operations, Staffing and Capital Campaign implications of design decisions
- Milestone Reviews of document sets, pricing, takeoffs
- Facility Impact Plan - developed in Schematic Design and maintained/updated in subsequent phases

Compensation Change:

Fees are as follows, to be billed on a percent complete basis, and inclusive of regional travel and internal expenses.

Design phases:

Phase 1A: \$25,000
Phase 1B: \$10,000

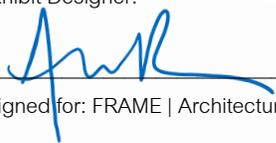
Construction: \$5,000

Schedule Change:

Schedule to correspond with FORMA/Mithun Schedule, to be confirmed at the end of the Project Validation Phase.

Authorization:

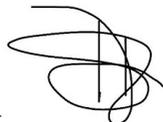
Exhibit Designer:


Signed for: FRAME | Architecture Design + Planning

By: Alissa Rupp, FAIA
Owner / Principal

Date signed

Owner:


Signed for: FORMA Construction

By: Heather Skeeahan
[Print Name]
12/29/2025

Date signed



Friday, October 10, 2025

Forma Construction

Attn: Heather Skeeahan

RE: HVAC and Domestic Plumbing System Engineering: Hands On Children’s Museum Expansion – Design Phase.

Scope We propose to provide HVAC and Domestic Plumbing Engineering Design services based on a 20-25 KSF addition/remodel. We anticipate SD, DD, and CD design submissions. Electronic files will be distributed for printing/distribution by others. BIM services will be provided for both HVAC and plumbing and will be coordinated with other trades. LEED services will be provided as follows: Energy Modeling, Refrigerant Management Calculations, IAQ Calculations, Load Shedding Calculations, Thermal Comfort Calculations, CX Assistance/Submittals, Metering Analysis, Responses to LEED Review Comments.

	Cost	Hourly Rate
HVAC Design	\$ 46,900	\$ 150
Plumbing Design	\$ 15,000	\$ 150
BIM	\$ 34,000	\$ 175
LEED	\$ 23,700	\$ 150
Total	\$ 119,600	

Costs The proposed compensation for the design effort described above will be \$119,600

Ownership of Documents Drawings and other documents, including those in electronic form ("Documents") prepared by Sunset Air are for use solely with respect to the subject project. Sunset Air is the owner of the Documents, and shall retain all common law, statutory, and other reserve rights, including copyrights. Upon execution of this Proposal, and expressly conditioned upon Sunset Air performing the construction associated with the Documents for the project, Sunset Air grants to Client a non-exclusive license to reproduce Sunset Air's documents solely for purposes of permitting, constructing, using, and maintaining the project, provided that Client shall comply with all obligations, including prompt payment of all sums when due.

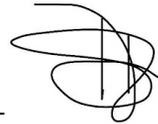
Excludes Not included in this proposal are permit costs, fire protection design, plan reproduction costs, permit/review fees, utility connection fee’s (if any), and construction.

If this proposal is acceptable, please indicate you acceptance by signing and returning via fax: (360-456-6053), or email: <mailto:jab@sunsetair.com>. We will consider this direction to proceed.

Date of acceptance: 12/29/2025

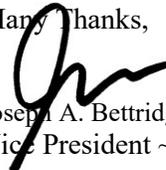
Heather Skeeahan

(Name) – Please Print



(Signature)

Many Thanks,



Joseph A. Bettridge, PE/LEED AP
Vice President ~ (Director of Commercial)

Phase 1 Mechanical & Plumbing Design Services

Total Fee: \$119,600

- HVAC Design – \$46,900
 - Plumbing Design – \$15,000
 - BIM Modeling – \$34,000
 - LEED Support – \$23,700
-

Validation Phase (11–12 weeks)

Scope

- Participate in early planning and kickoff meetings
- Support preliminary cost modeling with mechanical/plumbing inputs
- Perform field investigation of existing HVAC and plumbing infrastructure
- Provide preliminary Basis of Design (BOD) narratives for HVAC & plumbing systems
- Support exhibit/programming development by confirming system assumptions
- Begin identifying mechanical sustainability opportunities (energy efficiency, carbon reduction)

Deliverables

- Preliminary mechanical/plumbing BOD
 - Preliminary sketches for HVAC & plumbing system concepts
 - Preliminary recommendations regarding system integration with the existing HOCH building (continuity of operation, controls, maintenance)
-

Schematic Design (SD) (~9 weeks)

Scope

- Attend SD coordination meetings
- Develop HVAC system concepts based on the proposed approach:
 - Water-source heat pump system with air-to-water heat pumps maintaining loop at 50–90°F
 - Central high-efficiency DOAS for ventilation
- Layout preliminary zoning, major equipment, and mechanical room requirements
- Develop plumbing system diagrams for domestic water, sanitary, and vent systems
- Coordinate with AE team, FORMA, and Exhibit designers
- Identify early long-lead equipment (e.g., air-to-water HPs, DOAS, controls)
- Identify LEED pathway strategies supported by MEP systems (thermal comfort, IAQ, refrigerant, load shedding)

Deliverables

- Preliminary HVAC plans and single-line diagrams
 - Preliminary plumbing plans and riser diagrams
 - Preliminary mechanical schedules (major equipment)
 - Preliminary space planning for mechanical and plumbing rooms
 - Preliminary LEED modeling inputs (energy model baseline, IAQ, refrigerant, etc.)
-

Design Development (DD) (~12 weeks)

Scope

- Develop load calculations (heating, cooling, ventilation, plumbing loads)
- Refine water-source heat pump system distribution layout
- Select candidate manufacturers for equipment (Carrier/York/Daikin per narrative)
- Evaluate redundancy strategies for outdoor heat pumps
- Full coordination of MEP systems with BIM modeling (HVAC + plumbing)
- Advance LEED documentation
- Support FORMA cost modeling and target value design processes
- Coordinate with exhibit/program requirements (humidity, heat loads for water exhibits)

Deliverables

- DD-level HVAC and plumbing floor plans
- DD-level mechanical details and schedules
- Updated BOD
- DD-level BIM model (MEP coordinated)
- Preliminary equipment lists
- Draft product and specification information for pricing, early procurement, and incorporation into sheet specs or specs.
- LEED modeling updates

Construction Documents & Permitting (CD) (~16 weeks)

Scope

- Produce permit-ready HVAC and plumbing plans
- Complete mechanical and plumbing schedules, diagrams, and details
- Coordinate with City of Olympia permitting requirements (IMC, WSEC)
- Integrate Honeywell Excell 5000 controls interface with existing system
- Develop stamped and signed mechanical and plumbing CD sets
- Coordinate with FORMA on early procurement packages (heat pumps, DOAS)

Deliverables

- Stamped and signed HVAC plans, sections, schedules
- Stamped and signed plumbing plans and details
- Product and specification information for pricing, procurement, and incorporation into sheet specs or specs.
- Final Basis of Design
- WSEC/NREC forms (mechanical and service water heating)

System Summary (For Clarity & Owner Reference)

Proposed System Type

- Water-source heat pumps (indoor units) with air-to-water heat pumps (outdoor units) maintaining loop temp 50–90°F
- Central DOAS unit providing all outside air ventilation
- Honeywell Excell 5000 EMS integrating new and existing systems

System Benefits

- High energy efficiency through heat recovery between zones
- Long-life infrastructure components (piping, pumps, HPs)
- Flexible and maintainable for HOCCM staff familiar with existing systems
- Redundant capacity achievable with minimal added cost



Building reliable electrical systems that support children, teachers & communities.

COVER LETTER OF INTEREST

October 8, 2025

Attn: Heather Skeehan & Kacey Crow

FORMA Construction
500 Columbia St. NW
Suite 201
Olympia, WA 98501

RE: Electrical Engineering Services, Hands On Children’s Museum Expansion – Olympia, WA

Dear Selection Committee,

Sare Electric is excited for the opportunity to contribute to the expansion of the Hands On Children’s Museum—a beloved community space that inspires creativity, connection, and lifelong learning. Our team brings the technical expertise and collaborative spirit needed for this progressive design-build partnership. We understand the importance of designing adaptable, efficient electrical systems that align with the Museum’s mission and the City of Olympia’s long-term goals for sustainability, affordability, and operational ease. We have a strong resume of collaboration with FORMA Construction and are committed to exceeding the team’s expectations by providing an unmatched electrical team that will be a true partner. We are focused on Design-Build and alternative delivery projects, with 25 years of experience in commercial electrical projects. Specifically, we offer:

SIGNIFICANT ELECTRICAL CONSTRUCTION EXPERIENCE

Our team has successfully completed more than 100 electrical projects (many that were occupied during construction) with a total electrical value of over \$185 million. Sare’s expertise with commercial construction means we can provide you with the best value as materials and building systems are selected. This includes but is not limited to medium voltage wiring, power distribution, lighting design, lighting controls, solar, infrastructure cabling, intercom/clock, CCTV, access control, security, lock down, DAS, classroom AV, and energy management.

EARLY ENGAGEMENT AND EXPERTISE DURING PRECONSTRUCTION

We make clear communication and team member engagement a priority from day one, an approach that leads to productive, engaging, and team-focused efforts towards reaching project goals. We know what it takes to provide timely constructability reviews, accurate cost-to-budget forecasting, timely selection of project partners, and dedicated personnel from start to finish.

A COLLABORATIVE MIND-SET AND LASER-FOCUSED TEAM

Our team is made up of the Puget Sound area’s top electricians, and together, we have developed a real partnership approach to solving the electrical constructability challenges that arise as buildings become more and more sophisticated. Our team of professionals understands the value of transparent and proactive communication and collaboration, and know how to solve problems effectively in a team atmosphere.

Please review our proposal and do not hesitate to reach out if I can answer any questions about our team or approach. We look forward to introducing our team in person at the interview.

Sincerely,

Steve Sare

Steve Sare
Principal-In-Charge
steve@sareelectric.com
360-352-2628

1. DESIGN FEE BREAKDOWN

VALIDATION PHASE

\$9,750

SCHEMATIC DESIGN

\$17,000

DESIGN DEVELOPMENT

\$23,750

PERMIT DOCUMENTS

CONSTRUCTION DOCUMENTS

\$41,250

CONSTRUCTION ADMINISTRATION

\$18,750

“Sare Electric is always there to help with out-of-the-box thinking to assist in overcoming challenges. They keep the best interest of the team and project on the forefront of their creative solutions.

Sare looks for ways to help expedite the schedule and they keep the GC as well as the owners very well informed on items that may impact schedule and budget. They are not just a subcontractor, they are a partner in construction.”

ANDY MOORE, SENIOR SUPERINTENDENT, ABSHER CONSTRUCTION



2. STAFFING PLAN

We have assembled an outstanding team for the Hands on Children's Museum project with FORMA/Mithun/FROME.

We all bring extremely relevant best practices and a collaborative mind-set based on dozens of completed projects together. The team members listed will actively participate in preconstruction and construction.

Steve Sare, Principal-in-Charge, will provide project leadership and **Chad Lansford, Estimator and Design Lead, will serve as the main point of contact during preconstruction.** As Project Manager, **Jeremiah Tovrea will be your day-to-day contact during construction.** Providing leadership and guidance for Sare's construction team, Craig Ferrier will serve as Superintendent for the project.

Electrical Engineering services will be provided by our partners at Wood Harbinger, with Sean Bollen serving as Electrical Engineer of Record.

Our team will be rounded out by Dakota Kaech, Design and Estimating Specialist, providing additional estimating, design, and management support.

Steve, Jeremiah, and Chad have successfully led and completed dozens of electrical projects together. They have developed a strong working rapport over the last decade plus—meaning we know what it takes to help the team and project proceed successfully.

Our proposed team members have long tenures with Sare and have not only worked together on occupied campuses, but have experience with Design-Build and alternative delivery, early involvement during preconstruction, coordinating with local labor and subcontractor markets, public procurement processes, and WMBE outreach.



STEVE SARE
Principal-in-Charge

EMPLOYMENT HISTORY

22 years with Sare
26 years in AEC

EDUCATION & CERTIFICATIONS

- OSHA 30
- General Electric Administrator License
- IBEW Local 76 Foreman Wireman: 2000-2006

Preconstruction Responsibilities:

Constructability and value engineering, BIM coordination.

Construction Responsibilities: Scheduling, contract management, cost control, submittals, billing submittals, subcontract management, labor planning, material detailing, labor and material budgeting, purchase orders, specification review, quality control, closeout and commissioning.

STEVE'S PROJECT EXPERIENCE

- Bethel SD | Expedition Elementary School
- Bethel SD | Evergreen Elementary School
- North Thurston Public Schools | Komachin MS
- Intercity Transit - ADOPS & Fuel & Bus Wash



JEREMIAH TOVREA
Project Manager

EMPLOYMENT HISTORY

19 years with Sare
19 years in AEC

EDUCATION & CERTIFICATIONS

- OSHA 30
- IBEW Local 76 FEC, NECA Board of Directors

Preconstruction Responsibilities: Overall team leadership, cost estimation, constructability reviews, schedule input, prefabrication planning, labor planning, value engineering, subcontract procurements, quality control.

Construction Responsibilities: Scheduling, contract management, cost control, submittals, billing submittals, subcontract management, labor planning, material detailing, labor and material budgeting, purchase orders, specification review, quality control, closeout and commissioning.

JEREMIAH'S PROJECT EXPERIENCE

- Federal Way SD | Illahee Middle School
- Central Kitsap School District | West Sound Technical Skills Center
- Federal Way SD | Memorial Stadium
- Lott Alliance | East Bay Public Plaza



CHAD LANSFORD
Estimator & Design Lead

EMPLOYMENT HISTORY

16 years with Sare
28 years in AEC

EDUCATION & CERTIFICATIONS

- 01 Electrical License
- OSHA 30
- General Electrical Administrator License

Preconstruction Responsibilities: Main point of contact during preconstruction, cost estimation, design, constructability, value engineering, design detailing and leadership, schedule input, prefabrication planning, labor planning.

Construction Responsibilities: Continued cost and budget management.

CHAD'S PROJECT EXPERIENCE

- North Thurston Public Schools | RMAC South
- Central Kitsap School District | West Sound Technical Skills Center
- Washington State Department of Social and Health Services (DSHS) | 16 Bed Maple Lane
- Renton SD - Hazen High School



CRAIG FERRIER
Superintendent

EMPLOYMENT HISTORY

4 years with Sare
30 years in AEC

EDUCATION & CERTIFICATIONS

- 01 Electrical License
- IBEW Local 76 Foreman Wireman, 2000 - Present

Precon Responsibilities: Prefabrication planning, labor planning, constructability, logistics

Construction Responsibilities: Field coordination and construction, labor coordination, on-site safety support/compliance

CRAIG'S PROJECT EXPERIENCE

- Hands On Children Museum | Museum Expansion Phase 1
- Evergreen State College | New Access Control System
- Cherry Street Plaza
- Town Square Plaza, Major Remodel
- Point Plaza East Buildings 1, 2, 3, 4, 5 & 6
- Washington State Business License Office

**project experience with previous employer*



DAKOTA KAECH
Design and Estimating Specialist

EMPLOYMENT HISTORY

7 years with Sare
7 years in AEC

EDUCATION & CERTIFICATIONS

- 01 Electrical License

Precon Responsibilities:

Supporting cost estimation, design, constructability, value engineering, and prefabrication planning

Construction Responsibilities:

Continued budget support

DAKOTA'S PROJECT EXPERIENCE

- Bethel SD | Evergreen Elementary School
- Federal Way Public Schools | Illahee Middle School
- DES - Columbia Cottage Renovation at Maple Lane
- Montesano Health & Rehabilitation



SEAN BOLLEN
Electrical Engineer of Record

EMPLOYMENT HISTORY

31 years with Wood Harbinger
31 years in AEC

EDUCATION & CERTIFICATIONS

- BS, Electrical Engineering, University of California Santa Barbara
- Professional Electrical Engineer, WA #35726
- LEED Accredited Professional

Precon Responsibilities: Electrical engineering analysis, planning, design, and implementation for the project. Working closely with Sare Electric to anticipate potential technical design issues early in preconstruction to mitigate risk during construction.

Construction Responsibilities: Ensure continuity, timely response, and close coordination to review submittals and resolve any design questions or issues during construction.

SEAN'S PROJECT EXPERIENCE

- Bellevue School District | Sammamish High School Modernization Glass Blowing Facility
- Seattle Central College | Open-End Electrical Engineering
- Lake Washington Technical Institute | Open-End Mechanical & Electrical Engineering Services

3. NARRATIVE OF APPROACH

DEVELOPMENT AND SELECTION OF AN AFFORDABLE, ADAPTABLE ELECTRICAL SYSTEM AND UTILITY TIE INS. INCLUDING A STRATEGY ON THE TRANSFORMER LOCATION, SERVICE SIZE FOR CURRENT AND FUTURE NEEDS, EV SIZING AND LOCATION, ETC.

Our layout will address all applicable energy and building codes, including any project goals for LEED certification. **Being diligent in our lighting choices and using funds strategically and at the right time can maximize the project budget while also providing functionality and visual appeal.**

Providing future pathways to exhibit locations will allow for flexibility and adaptability for future technology/integration. Up-sizing the pathway and locating the electrical room on the side of the building nearest the potential expansion will also maximize the potential for future.

With proper planning, layout for base infrastructure can allow flexibility for the long term. For example, installing vaults can provide great access into system infrastructure and allow for future modification and additions.

Building a larger exterior service would allow an electrical distribution system that is more accessible for future improvements; whether it be adding more EV chargers, solar parking canopies, or additional exterior exhibits.

OPPORTUNITIES TO LEVERAGE IN-KIND MATERIAL AND LABOR DONATIONS

Having the same brand and manufacturer of products can help with maintenance, repairs, and sourcing spare parts. **Sare will design around existing installations and if there are opportunities for improvements, we will provide cost analysis and comparison,** allowing the end user to make an informed decision about what is being installed in the facility. Technology changes all the time, and evaluating the existing systems to establish a baseline will be one of our key early tasks, along with having conversations with the end user on what works well for them and where the system can be improved, with Sare presenting different options based on space and program needs.

We know from past project experience that utilizing labor donations can add value to the project. **Our electrical scope provides unique opportunities for in-kind donations and tasks that can be fulfilled by volunteers.**

For example, moving light fixtures to the appropriate space for installation and assisting with cleanup following electrical installations.

During our systems trainings, we have found that video documentation can be very useful as a reference tool for building owners and facility maintenance teams. Having a volunteer run the video camera and take notes while we conduct training will help the end user have a better understanding of how the facility functions.

COORDINATION WITH ARCHITECTURAL, EXHIBIT, AND SITE REQUIREMENTS

Choosing the right lighting is crucial to enhance the architectural and exhibit aesthetics. With lighting design, we strive to make the experience inviting and intellectually stimulating to a younger audience while remaining appealing to parents, teachers, and the general public.

Some areas will warrant a brighter and more vibrant lighting approach and others more suited towards a subtle approach. Providing a flexible lighting system can help accentuate the unique and diverse architectural and exhibit features.

Some of the museum's exhibits are more interactive, requiring a thoughtful approach to how to optimize lighting for user experience and safety.

Outside activities sometimes take place at night, and having control over how the lighting is used by the museum in each circumstance will be a priority. Multiple lighting combinations that can be turned on depending on the activity will be helpful in making the most of every exhibit and experience.

Most of the typical responsibilities of a material handler on a construction project can be effectively supported by volunteers. These include tasks such as material organization, jobsite cleanup, and other light-duty activities. For example, volunteers can help move light fixtures to their designated installation areas and assist with general cleanup following electrical installations.

PHASING AND FLEXIBILITY FOR FUTURE MUSEUM GROWTH

Maintaining functionality for the museum is a key task to ensure community members can enjoy all the museum has to offer. This project will encompass a large if not entire area of the north parking lot. This will disperse all parking to the surrounding streets during construction.

Developing a plan for public safety and utility work will be a key factor in making this a successful project. Looking at the surrounding buildings and options for future development, it would be wise to plan for future expansion to the north, beyond the current expansion. This will allow for the possibility of executing the project through a holistic, campus-wide approach.

HOW SARE WORKS WITH DESIGN-BUILD TEAMS



WSDOT, Olympic Region Maintenance & Administration | Design-Build



Central Kitsap School District, West Sound Technical Skills Center | Design-Build

Early Engagement & Continuous Communication

Sare makes clear communication and team involvement a priority from the very beginning. Our emphasis on team building has helped Sare Electric develop strong partnerships and lasting relationships—**fostering mutual respect, open collaboration, innovative problem-solving, faster decision-making, and more efficient project delivery.**

Collaboration to Maintain the Schedule

We understand the vital role electrical plays in meeting schedule requirements. **We know that meeting the schedule is of utmost importance.** We will work collaboratively with the project team, utilizing a short-term look-ahead schedule to keep track of installed progress and analyze current performance as we continue to meet the long-term schedule milestones.

Experience with Last Planner & Pull Planning

We know first-hand the positive impact pull planning sessions can have on a project's teamwork and coordination. **Carrying this focus into construction is key to effective communication and the tracking of project goals.** Through our experiences with pull planning, our milestone dates have been consistent and our labor has seen an increase in efficiency.

Design Success Through Early Involvement

We believe that early involvement is the key to developing construction ideas and lean design. Proactive engagement on the project fosters collaboration, allowing the Sare team to anticipate potential design difficulties and provide valuable input that can be shared and utilized to protect the project schedule, avoid costly delays and re-work, and develop creative solutions.

Innovative Use of BIM/VDC Technologies

Our dedication to BIM technologies has brought **a new level of detail and performance to our operations.** Through our use of a Leica Robotic Total Station and BIM modeling (for 100% coordinated drawings with zero clashes), we have been able to greatly reduce time frames and minimize impacts on the schedule.

ELECTRICAL ENGINEER OF RECORD

Wood Harbinger

Wood Harbinger is a 100% employee-owned, multidisciplinary engineering consulting firm with a reputation for detail, a culture of collaboration, and a focus on listening to clients goals. They are best known for their capacity to embrace projects of any size, complexity, and project delivery method.

Sean Bollen, PE, Principal Electrical Engineer

is one of the most dedicated and personable engineers you'll ever meet, and his long list of repeat clients is a testament to the consistent value he provides. His successful career at Wood Harbinger includes extensive experience in the municipal/civic, education, and military market sectors. He works closely with many community colleges, universities, and municipalities throughout the state on a variety of tenant improvements, upgrades, renovations, and new construction. Sean has also conducted numerous feasibility studies assessing existing systems and planning for upgrades. Sean's expertise includes medium- and low-voltage power distribution systems, emergency power systems, information and communication technology systems, and electronic safety and security systems. Additionally, he is an accomplished interior and exterior lighting designer.

"As a general contractor, I have a high level of respect for Sare Electric. In times when we are in need of pricing or VE support for electrical scope work, I always know that I can count on Sare Electric."

DAVID CARVER, PROJECT MANAGER, SKANSKA USA

Phase	Duration	Fee (USD)	Scope/Deliverables
Validation	11-12 weeks	\$9,750	<ul style="list-style-type: none"> • Attend 6 virtual meetings • Assist with preliminary cost modeling • Field investigation of existing infrastructure • Preliminary BOD to assist with programming • Preliminary sketches for power infrastructure • Develop preliminary electrical sustainability opportunities
Schematic Design	~ 9 weeks	\$17,000	<p>Scope</p> <ul style="list-style-type: none"> • Attend 5 virtual meetings • Develop lighting alternatives • Coordinate with AE and Contractor team • Verify capacity of existing electrical infrastructure • Determine panelboards requiring 30 day metering • Typical space layouts for power, lighting and communications • Coordination with owner for standards • Coordinate with Architect for electrical and communication room requirements • Determine electrical sustainability strategies for LEED <p>Deliverables</p> <ul style="list-style-type: none"> • Table of Contents for Division 26, 27, 28 Specifications • Preliminary electrical site plan. • Preliminary power, lighting and communication floor plans. Layouts for typical spaces will be shown. • Preliminary one-line diagrams
Design Development	~ 12 weeks	\$23,750	<p>Scope</p> <ul style="list-style-type: none"> • Attend 6 virtual meetings • Assist with cost modeling • Lighting calculations

			<ul style="list-style-type: none"> • Coordinate with AE and Contractor team • Coordinate with AV Contractor for infrastructure requirements • Develop LEED sustainability items <p>Deliverables</p> <ul style="list-style-type: none"> • Electrical site plan. • Power, lighting and communication floor plans. Circuiting will not be shown until Construction Documents • One-line Diagrams • Schedules and details • Division 26, 27, 28 Specifications • Basis of Design • Preliminary list of luminaires
Construction Documents and Permitting	~ 16 weeks	\$41,250	<p>Scope</p> <ul style="list-style-type: none"> • Attend 8 virtual meetings • Coordinate with AE team and Contractor team. • Coordinate with panelboard supplier. Panel supplier will provide stamped and signed short circuit, arc flash, and selective coordination study. • Submit drawings to Electrical Plan Review. Submission for Electrical Plan Review require the drawings to be 100% complete, so early submission is not possible. <p>Deliverables</p> <ul style="list-style-type: none"> • Stamped and signed electrical site plan. • Stamped and signed power, lighting and communication floor plans. • Stamped and signed one-line diagrams • Stamped and signed schedules and details • Stamped and signed Division 26, 27, 28 specifications • Basis of Design

			<ul style="list-style-type: none"> • WSEC NREC forms. • LEED Online Documentation
Construction Administration		\$18,750	<ul style="list-style-type: none"> • Review submittals • RFI responses • Construction Site Visits (4) • Construction Meetings (8 virtual) • Punchlist • Review OCM Manual • Review Contractor Red Line Markup As-Builts

Re: HOCM - LV?

From Chad Lansford <chad@sareelectric.com>
Date Wed 12/10/2025 8:15 AM
To Heather Skeeahan <Heather.Skeeahan@formacc.com>

Heather,

We will cover the following scopes: lighting, power, solar, EV chargers, communications (data), access control, security, fire alarm, area of refuge (elevator 2-way), AV & intercom or PA system, something that they can broadcast announcements with. We already know the client uses Always Lock and Safe for their access control and Pioneer Fire for their security and fire alarm systems. Sunset will cover the DDC controls and I need to figure out the required power metering for the project. The power metering sometimes is a blend between mechanical and electrical, but we have time to sort that out.

If you need or want more clarification or if I didn't answer something please let me know.

Chad Lansford
Sare Electric
360-352-2628

From: Heather Skeeahan <Heather.Skeeahan@formacc.com>
Sent: Wednesday, December 10, 2025 7:54 AM
To: Chad Lansford <Chad@sareelectric.com>
Subject: HOCM - LV?

Can you help me with a scope clarification:
You have power, comms, and lighting noted in your scope doc for design. How about other LV scopes? Is that something that you are considering sufficiently covered in the design scope or shall we discuss an additional budget to track that? Incl security, controls, etc?

Thanks for the help on this while I get my head back in the game.

HEATHER SKEEHAN, AIA | **FORMA CONSTRUCTION** | SR.PROJECT MANAGER | [o] 360.754.5788 [m] 253.408.0168

Staff Name	2024 Client Standard Billing Rate
Professional VIII	\$ 285
Bollen, Sean	
Mechure, June	
Professional VII	\$ 265
Leysath, Joe	
Professional VI	\$ 245
Brown, Andy	
Larson, Paul	
Lekhukul, Peter	
Montgomery, Courtney	
Woo, Matt	
Professional V	\$ 215
Marshall, Spencer	
Professional IV	\$ 180
Langer, Carly	
Del Mundo, Tim	
Provera, Michael	
Sparling, Eric	
Professional III	\$ 155
Evans, Melissa	
Ho, Nguyen	
Lecona, Angel	
Livingood, Sheri	
Pittman, Cheryl	
Professional II	\$ 135
Abiador, Alon	
Adrian Peregrino	
Lehman, Triston	
Woods, David	

November 20, 2025

FORMA Construction
500 Columbia Street NW, Suite 201
Olympia, Washington 98501

Attention: Heather Skeeahan

Subject: Phase 1 Design Services Proposal
Geotechnical Services
City of Olympia – Hands On Children’s Museum Expansion
Olympia, Washington
File No. 0415-081-00

Introduction

GeoEngineers, Inc. (GeoEngineers) has prepared Contract Amendment (CA) No. 1 to provide design phase services for the proposed City of Olympia - Hands On Children’s Museum Expansion project located at Parcels 5 and 6 of the East Bay Redevelopment Site in Olympia, Washington. We are currently performing a geotechnical, environmental, and shoreline permitting support study to support the validation phase of the project.

Our original proposal for validation phase included Task 200 – Geotechnical Design Investigation, which was not performed as part of validation and is repeated herein. We also include add alternate scope items for the project team’s consideration. We will be preparing a separate contract amendment for environmental services following issuance of our Task 100 technical memo.

Scope of Services

TASK 200. GEOTECHNICAL DESIGN INVESTIGATION

1. Visit the site and mark the exploration locations to check for conflicts with underground utilities. Our services include subcontracting a private utility locate company and contacting the Washington State “One-Call” service (as required by law).
2. Advance two Cone Penetration Tests (CPTs) to a depth of 120 feet and drill one boring to a depth of 120 feet. One of the CPTs will include seismic shear wave soundings to help determine the seismic site class. GeoEngineers will coordinate with you and/or the City of Olympia to access the project site. The CPT and boring explorations will be monitored on a full-time basis by a GeoEngineers engineer or geologist.

3. Complete laboratory testing and evaluate physical and engineering characteristics of samples obtained from the borings. The laboratory tests may include percent fines content determination, sieve analysis, consolidation, Atterberg limits, and moisture content tests, as appropriate.
4. Provide geotechnical seismic design information in accordance with the 2021 International Building Code (IBC) and American Society of Civil Engineers (ASCE) 7-16. We will discuss our opinion on the potential for surface rupture, liquefaction, and lateral spreading at the site. We have included budget to complete quantitative liquefaction and lateral spreading analysis, as could be needed.
5. Site preparation and earthwork recommendations:
 - a. Temporary erosion and sedimentation controls.
 - b. Temporary and permanent cut slopes.
 - c. Fill placement and compaction requirements.
 - d. Wet weather considerations.
 - e. Groundwater handling and site drainage.
6. Foundation and retaining wall recommendations, including the following, as appropriate:
 - a. Provide design recommendations for the foundation system selected by the design team. We envision that driven pile foundations will be the preferred foundation system.
 - b. Allowable lateral and axial bearing resistances, including an estimate of total and differential foundation settlements for driven pile foundations.
 - c. Shallow spread footing design for ancillary structures, including foundation bearing surface preparation, allowable soil bearing pressure, lateral resistance values, and estimates of total and differential settlement.
 - d. Provide design considerations for mats and slab-on-grade design, including subgrade preparation, modulus of subgrade reaction, capillary break thickness and materials, and methane vapor mitigation, as appropriate.
 - e. Provide recommendations for footing and underslab drainage, as appropriate.
 - f. Determination as to whether soil design parameters can be increased for short-term loadings.
 - g. Provide active, passive, and at-rest lateral earth pressures for conventional cast-in-place retaining walls and below-grade structures. We will also provide recommendations for seismic surcharge pressures and drainage criteria.
7. Discuss the feasibility of site soils for stormwater infiltration and provide preliminary infiltration rates, as appropriate, based on grain-size methods outlined in the City of Olympia Drainage Design and Erosion Control Manual (DDECM)– although we anticipate that the environmental covenant will preclude stormwater infiltration.
8. Provide pavement layer thickness recommendations for asphalt concrete (AC) and Portland Cement Concrete (PCC) design sections, including subgrade preparation. We will include typical pavement sections for heavy and light traffic areas based on our experience for similar facilities.
9. Prepare a Geotechnical Report presenting our findings, conclusions, and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results, and appropriate engineering figures. Our report will be prepared first as a

draft and will be provided to the team for review and comment. Our final report will address comments and incorporate mutually agreed upon changes and as close to final design as possible, compared to the draft report.

TASK 201. FINAL DESIGN AND DD/CD DESIGN PHASE SUPPORT

1. Perform final design for deep foundations (if required), including axial and lateral capacity analyses and summarizing those in a final design geotechnical report
2. Attending meetings and providing consultation, including participating in value engineering exercises
3. Review project plans and specifications for consistency with the recommendations in our geotechnical report. We will provide any comments and markups to these documents with the project team, assuming one round of comments and edits

ADD ALTERNATE 1 – ADDITIONAL BORINGS

We have included a daily rate in the table below (**Add Alternate 1**) for completing additional drilling in the parking lot north of the existing museum building. The purpose of these borings is to help characterize the near surface soils in other areas of planned improvements. Add Alternate 1 assumes that field work will take place during the same mobilization as the other Task 200 explorations. Additional laboratory testing and exploration log processing are included in this rate. Based on the expected subsurface conditions, we anticipate completing up to 10 6-foot-deep borings or about 60 feet of drilling per day.

ADD ALTERNATE 2 – SITE-SPECIFIC GROUND RESPONSE ANALYSIS

A site-specific ground response analysis (GRA) could help further characterize the seismic risk at the project site. Based on similar projects in the area, design code exceptions that are taken in lieu of an GRA generally result in more conservative designs, resulting in overall larger design and construction costs. We propose the following for a GRA (**Add Alternate 2**):

1. Coordinate a subcontracted geophysical survey to measure shear wave velocity profiles at the site. The geophysical survey will consist of two non-invasive multi-channel analysis of surface waves (MASW) and microtremor array method (MAM) sounding pairs.
2. Determine the ASCE 7-16 site class.
3. Complete a site-specific ground motion hazard analysis (GMHA) based on the 2021 United States Geological Survey (USGS) seismic source characterization model to develop the input rock outcrop/firm-ground Maximum Credible Earthquake (MCE) response spectrum.
4. Select and modify a suite of at least seven single-component horizontal ground-motion time histories for input into the GRA.
5. Develop one-dimensional soil models based on the results of geotechnical and geophysical site investigations that are representative of the subsurface conditions at the site.
6. Complete a site-specific total stress GRA per ASCE 7-16 Section 21.1 to develop site-specific MCE_R and DE response spectra and corresponding design acceleration parameters.
7. Document the analysis procedures and results in an appendix to our geotechnical report.

Schedule, Fee, and Terms

We propose to conduct Tasks 200 through 207 on a time-and-expense basis using the terms negotiated between GeoEngineers and FORMA Construction executed November 14, 2025.

Our estimated fee for the services outlined above is summarized in the following table.

SCOPE ITEM NO.	TASK DESCRIPTION	FEE
Task 200. Geotechnical Design Investigation		
1 and 2	Field labor/coordination for site access/advance CPTs/drill boring	\$27,200
3	Laboratory Testing	\$5,000
4 through 9	Geotechnical analysis, recommendations, and prepare report	\$14,500
Task 200 Subtotal		\$46,700
Task 201. Final Design and DD/CD Design Phase Support		
1	Final deep foundation/ground improvement design and final design reporting	\$15,000
2	Attending meetings and providing consultation	\$10,000
3	Plan and specification review	\$7,500
Task 201 Subtotal		\$32,500
TOTAL (Tasks 200 and 201)		\$79,200
Add Alternate 1. Additional Borings		
Daily rate for subcontracted drilling and associated GeoEngineers field labor to complete one day of drilling (assumes same mobilization as Task 200 and assumes 6 borings to 10 feet)		\$11,400/day
Add Alternate 1 Subtotal		\$11,400/day
Add Alternate 2. Site-Specific Ground Response Analysis		
Subcontracted geophysical survey (includes GeoEngineers' coordination and support)		\$6,500
Site-specific ground response analysis, site-specific response spectra, and report appendix		\$25,000
Add Alternate 2 Subtotal		\$31,500

We will begin the **Task 200** drilling upon authorization to access the site and approval from Ecology. Our CPT and drilling contractors for the geotechnical design investigation can generally be scheduled within 4 to 5 weeks after we are given notice to proceed. For budgeting purposes, we have assumed that the fieldwork will be completed within 2 days. The geotechnical design report can be available within 4 to 6 weeks following completion of our fieldwork. **Task 201** services can begin once we issue the Task 200 report.

If additional safety requirements are required that exceed our standard health and safety protocols or requirements imposed by law, they shall be considered as additional services and an estimate of the additional time and compensation associated with implementing these additional services will be provided in advance to you.

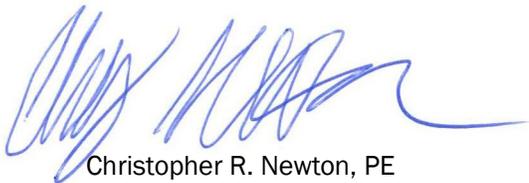
There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

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

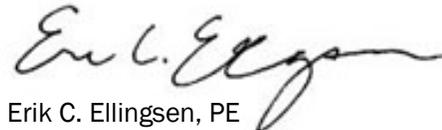
Closing

Thank you again for this opportunity. Please contact Erik C. Ellingsen at 206.239.3234 (direct) if you have questions or wish to discuss this proposal.

Sincerely,
GeoEngineers, Inc.



Christopher R. Newton, PE
Senior Geotechnical Engineer



Erik C. Ellingsen, PE
Associate Geotechnical Engineer

CRN:ECE:ijm

Attachments:
Schedule of Charges – Standard 2025

One electronic copy submitted.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

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Schedule of Charges - 2025

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	152/hour
Staff 1 Engineer	\$	160/hour
Staff 2 Scientist	\$	174/hour
Staff 2 Engineer	\$	182/hour
Staff 3 Scientist	\$	198/hour
Staff 3 Engineer	\$	206/hour
Project Scientist 1	\$	229/hour
Project Engineer 1	\$	237/hour
Project Scientist 2	\$	236/hour
Project Engineer 2	\$	244/hour
Senior Engineer/Scientist 1	\$	265/hour
Senior Engineer/Scientist 2	\$	290/hour
Associate	\$	304/hour
Principal	\$	332/hour
Senior Principal	\$	354/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	105/hour
Administrator 2	\$	124/hour
Administrator 3	\$	140/hour
CAD Technician	\$	137/hour
CAD Designer	\$	160/hour
Senior CAD Designer	\$	186/hour
GIS Analyst	\$	172/hour
Senior GIS Analyst	\$	187/hour
GIS Coordinator	\$	208/hour
*Technician	\$	120/hour
*Senior Technician	\$	145/hour
*Lead Technician	\$	155/hour
Geotechnical Construction Specialist	\$	203/hour
Environmental Database Manager	\$	235/hour
Health and Safety Specialist	\$	152/hour
Health and Safety Manager	\$	208/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee allows GeoEngineers to invest in the necessary infrastructure to ensure we provide our clients with the latest technological and data security standards. The investments include maintaining and advancing technical tools and platforms across all aspects of our business, and strengthening our defenses against cyber threats to ensure data remains secure. These costs are not included in our hourly rates or direct expenses.

EQUIPMENT		
Air Quality Equipment, per Day	\$	210.00
Air Sparging Field Test, per Day	\$	110.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per Day	\$	110.00
Asbestos Sample Kit, Each	\$	30.00
Blastmate, per Day	\$	120.00
D&M Sampler, per Day	\$	150.00
DO (Dissolved Oxygen) Kit, Each	\$	25.00
Dynamic Cone Penetrometer, per Day	\$	45.00
E-Tape (Electric Tape), per Day	\$	35.00
Electric Density Gauge, per Day	\$	110.00
Electric Density Gauge, per Week	\$	430.00
Electric Density Gauge, per Month	\$	1,400.00
Environmental Exploration Equipment, per Day	\$	225.00
Field Data Acquisition Equipment (Field Tablet), per Day	\$	55.00
Field Tablet, per Week	\$	200.00
Field Tablet, per Month	\$	750.00
Field Tablet with Cellular, per Day	\$	75.00
Field Tablet with Cellular, per Week	\$	300.00
Field Tablet with Cellular, per Month	\$	1,000.00
Field Gear / Reconnaissance, per Day	\$	55.00
Gas Detection Meters, per Day	\$	105.00
Generator, per Day	\$	110.00
Groundwater Pressure Transducer w/ Datalogger, per Day	\$	55.00
Groundwater Pressure Transducer w/ Datalogger, per Week	\$	220.00
Hand Auger, per Day	\$	100.00
Inclinometer Probe, per Day, 1 Day minimum	\$	210.00
Interface Probe, per Day	\$	65.00
Iron Test Kit, Each	\$	25.00
Laser Level, per Day	\$	60.00
Low Flow Groundwater Sampling Equipment, per Day	\$	235.00
Multiparameter Water Quality Meter, per Day	\$	85.00
Nuclear Density Gage, per Hour, 1/2 Day minimum	\$	15.00
Peristaltic Pump, per Day	\$	50.00
pH Probe,/Meter per Day	\$	20.00
PID, FID or OVA, per Day	\$	130.00
Rock/Slope Fall Protection/Rigging Equipment, per Day	\$	700.00
Saximeter, per Day	\$	60.00
Scuba Diving Gear, per Day/per Diver	\$	700.00
Shallow Soil Exploration Equipment, per Day	\$	60.00
Soil Field Screening Equipment, per Day	\$	20.00
Soil Sample Kit, Each	\$	20.00
Steam Flow Meter, per Day	\$	20.00
Strain Gauge Readout Equipment, per Day	\$	50.00
Surface Water Flow Meter, per Day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per Day	\$	50.00
Turbidity Meter, per Day	\$	50.00
Vehicle usage, per Mile, or \$30/half-day, whichever is greater	\$	IRS Rate

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

December 11, 2025

FORMA Construction Company
500 Columbia Street NW, Suite 201
Olympia, Washington 98501

Attention: Heather Skeehan

Subject: Agreed Order Amendment and Regulatory Agency Coordination
Environmental Services
City of Olympia – Hands On Children’s Museum Expansion
Olympia, Washington
File No. 0415-081-00

Introduction

GeoEngineers, Inc. (GeoEngineers) has prepared Contract Amendment (CA) No. 2 to provide additional environmental services for the proposed City of Olympia - Hands On Children’s Museum (HOCM) Expansion project located at Parcels 5, 6, and 7 of the East Bay Redevelopment Site in Olympia, Washington. We are currently performing a geotechnical, environmental, and shoreline permitting support study to support the validation phase of the project. This CA has been prepared as a follow-up to the GeoEngineers memorandum dated November 24, 2025, which included the following:

- A summary of the environmental conditions at Parcels 5, 6, and 7;
- A preliminary strategy for managing the environmental conditions consistent with the Agreed Order¹ (AO) between Ecology and the Port, LOTT, and the City for the Site and the Washington State Model Toxics Control Act (MTCA) as part of the HOCM expansion project;
- A preliminary timeline of key activities and milestones to implement the preliminary strategy; and
- Preliminary rough order-of-magnitude estimated costs to implement the preliminary strategy.

As described in the memorandum, the preliminary strategy for managing the environmental conditions consistent with the AO and MTCA as part of the HOCM expansion project includes the following four key elements:

- Addressing Ecology’s administrative requirements prior to starting earth disturbing activities;

¹ Agreed Order No. DE7830. Executed September 23, 2010.

- Coordinating with the design-build team during the pre-design, permitting, and procurement;
- Performing environmental oversight during construction activities; and
- Preparing project closeout materials for submittal to Ecology.

This proposal provides the scope of services and estimated costs to address Ecology's administrative requirements prior to the start of earth disturbing activities. These administrative requirements focus on coordinating with Ecology to obtain their pre-approval for investigations that will breach the existing engineered cap at the Site and amending the AO for the Site, which must be completed prior to the start of earth disturbing activities for the HOCM expansion project.

Scope of Services

TASK 103. AGREED ORDER AMENDMENT AND REGULATORY AGENCY COORDINATION

Task 103 includes the following activities:

1. GeoEngineers will notify stakeholders that amending the AO will be required to complete the HOCM expansion project; coordinate with the design-build team to understand the potential scope of investigation and earthwork activities and foundation and utility plans for the HOCM expansion project; and review the AO and documents describing investigation and cleanup activities performed at the Site.
2. GeoEngineers will prepare a work plan describing planned investigation activities that will penetrate the existing engineered cap. It is anticipated that these investigation activities may include advancing borings to evaluate geotechnical and environmental conditions and limited potholing to determine the locations of buried utilities. A preliminary version of the draft work plan will be prepared for internal review. A draft work plan will be submitted to Ecology for review and a final version of the work plan that addresses Ecology's comments will be submitted for final approval.
3. GeoEngineers will prepare a Draft AO Amendment that follows the format and includes information required by Ecology. Based on information from Ecology, the Draft AO Amendment will include revised exhibits, including a Cleanup Action Plan (CAP) Amendment and Additional Remedial Action Schedule of Work and Deliverables. A preliminary version of the Draft AO Amendment will be prepared for internal review. The Draft AO Amendment will be submitted to Ecology for review and a Final Draft AO Amendment that addresses Ecology's comments will be submitted for final approval. Ecology has informed us that the AO Amendment addressing the HOCM expansion project likely will constitute a "substantial change" to the AO. Therefore, consistent with WAC 173-340-530(8)(b) Ecology must issue a public notice of the AO Amendment and provide an opportunity for public comment in accordance with WAC 173-340-600. Public involvement activities may include publication of a written notice, distribution to interested parties, holding a public meeting and preparation of responses to public comments. Tribal engagement may also be required under WAC 173-340-620. GeoEngineers will support the public participation process as required by Ecology and preparation of a final version of the AO Amendment.

Schedule, Fee, and Terms

We propose to conduct Task 103 on a time-and-expense basis using the terms negotiated between GeoEngineers and FORMA Construction executed November 14, 2025.

Our estimated fee for the services outlined above is summarized in the following table.

SCOPE ITEM NO.	TASK DESCRIPTION	FEE
Task 103. Agreed Order Amendment and Regulatory Agency Coordination		
1	Project Team Coordination and Document Review	\$3,000
2	Work Plan Preparation	\$8,000
3	Agreed Order Amendment	\$64,000
TOTAL		\$75,000

We will begin the **Task 103** authorization to proceed. We anticipate submittal of preliminary draft versions of the work plan and AO Amendment to FORMA within 4 weeks of authorization.

If additional safety requirements are required that exceed our standard health and safety protocols or requirements imposed by law, they shall be considered as additional services and an estimate of the additional time and compensation associated with implementing these additional services will be provided in advance to you.

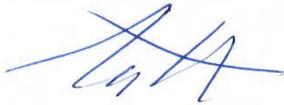
There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

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

Closing

Thank you again for this opportunity. Please contact Emark Havighorst at 503.460.7146 or Erik C. Ellingsen at 206.239.3234 if you have questions or wish to discuss this proposal.

Sincerely,
GeoEngineers, Inc.



Mark Havighorst, PE
Associate Environmental Engineer



Erik C. Ellingsen, PE
Associate Geotechnical Engineer

MH:EE:djm

One electronic copy submitted.

The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been otherwise provided in writing.

FORMA Construction Company <small>ORGANIZATION</small>	 <small>* SIGNATURE</small>
 <small>DATE</small>	 <small>TYPED OR PRINTED NAME</small> *Individual with contracting authority.

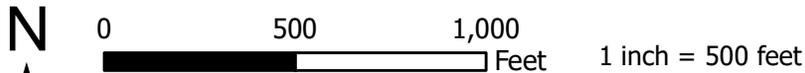
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Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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Hands on Children's Museum

Site Location



Map printed 8/13/2025
For more information, please contact:
Jonathan Calcara Engineering Technician II
jcalcara@ci.olympia.wa.us

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.



City Council

Approval of a Resolution Declaring an Emergency for Flooding at 28th Avenue

Agenda Date: 2/3/2026
Agenda Item Number: 4.F
File Number:26-0092

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Declaring an Emergency for Flooding at 28th Avenue

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution declaring an emergency for completing mitigation measures to address flooding on 28th Avenue.

Report

Issue:

Whether to approve a Resolution declaring an emergency for completing mitigation measures to address flooding on 28th Avenue.

Staff Contact:

Jeff Johnstone, P.E., City Engineer, Public Works Engineering, 360.753.8290

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In the last several years 28th Avenue, west of Cooper Point Road, has experienced periodic localized water over the roadway which requires people who live off 28th Avenue and Aztec Drive to drive through standing water.

During December 2025, the City of Olympia received a historic amount of rainfall as a series of atmospheric rivers impacted the region. As a result of these storms, 28th Avenue has been in a continual state of flooding which poses a risk to the public traveling through the area. The depth of the water in late December was approximately 6 inches in some areas and the edges of the road and adjacent ditches could not be seen. This is the only route to access the neighborhood. It is a safety hazard to expect residents, service and emergency vehicles, and other users of 28th Avenue to drive through standing water.

RCW 39.04.280 defines an emergency as “unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) Will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.” RCW 39.04.280 also provides for an exemption from competitive bidding requirements for public works in the event of an emergency.

The City Engineer determined that the situation at 28th Avenue constituted an emergency as defined in RCW 39.04.280, declared an emergency, and thereafter entered into a contract without calling for bids with Sound Pacific Construction for measures to mitigate the flooding.

Prior to December 2025, staff was working with a local engineering firm to analyze the area to determine the cause of the standing water and to provide alternatives for improvements. Upon declaration of the emergency, staff directed the same engineering firm, KPFF, to provide mitigation measures which can be implemented quickly. The recommendation was to clean an existing culvert under 28th Avenue which appears to be nearly entirely plugged. Cleaning the culvert should provide some improvement to the area and reduce the likelihood that 28th Avenue will be submerged during small to medium rainfall events. Staff and our consultant will continue to monitor the area after the culvert is cleaned to determine if additional measures need to be completed.

Staff negotiated with Sound Pacific Construction to clean the existing culvert.

Climate Analysis:

28th Avenue has experienced periodic localized water over the roadway throughout the years. Extreme weather events, such as the repeated atmospheric rivers experienced in December 2025, are occurring more often. Events like this change a minor disruption to the traveling public on 28th Avenue to a constant state of flooding emergency. Short term flooding mitigation measures need to be completed to reduce the threat of material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Once the short-term measures are completed, staff will return to focusing on a long-term solution for the 28th Avenue flooding.

Equity Analysis:

It is a safety hazard to expect residents, service and emergency vehicles, and other users of our roadways to drive through standing water, regardless of location within the City.

Neighborhood/Community Interests (if known):

Emergency repairs were made as soon as possible, reducing the threat to public safety.

Financial Impact:

The cost of the emergency mitigation work performed by Sound Pacific Construction is approximately \$40,000. There are sufficient funds in the Stormwater Utility to cover these expenses.

Options:

1. Move to approve a Resolution declaring an emergency for completing mitigation measures to address flooding on 28th Avenue. This affirms the emergency actions taken by the City Engineer.
2. Approve a Resolution with desired Council modifications declaring an emergency for

mitigation measures to address flooding on 28th Avenue. This affirms the emergency actions taken by the City Engineer.

3. Do not approve a Resolution declaring an emergency for completing flooding mitigation measures at 28th Avenue. The emergency actions taken by the City Engineer will not be acknowledged by Council.

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
DECLARING AN EMERGENCY AND WAIVING COMPETITIVE BIDDING REQUIREMENTS
TO COMPLETE FLOODING MITIGATION MEASURES AT 28TH AVENUE IN THE CITY OF
OLYMPIA**

WHEREAS, in the last several years 28th Avenue, west of Cooper Point Road, has experienced periodic localized water over the roadway which requires people who live off 28th Avenue and Aztec Drive to drive through standing water; and

WHEREAS, during December 2025, the City of Olympia received a historic amount of rainfall as a series of atmospheric rivers impacted the region; and

WHEREAS, as a result of these storms, 28th Avenue has been in a continual state of flooding which poses a serious safety risk to the public traveling through the area; and

WHEREAS, 28th Avenue is the only available route to access Aztec Drive and driveways along 28th Avenue; and

WHEREAS, on December 18, 2025, the City Engineer determined that the 28th Avenue flooding was an emergency since it presents a real, immediate threat and danger to the traveling public and will likely result in further material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; and

WHEREAS, RCW 39.04.280 defines an emergency as “unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken;” and

WHEREAS, RCW 39.04.280 provides for an exemption from competitive bidding requirements for public works in the event of an emergency and that, “if a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record;” and

WHEREAS, pursuant to OMC 3.16.030 and City Policy, authority has been delegated to the City Engineer to declare any public work an emergency so long as it meets the criteria set forth in RCW 39.04.280; and

WHEREAS, the City Engineer determined that the situation on 28th Avenue constituted an emergency as defined in RCW 39.04.280, declared an emergency, and thereafter entered into a contract without calling for bids with Sound Pacific Construction for emergency measures to mitigate flooding in the area;

NOW, THEREFORE, BE IT RESOLVED that the Olympia City Council finds, declares, and affirms the actions of the City Engineer in that the flooding of 28th Avenue constituted an emergency as defined in RCW 39.04.280 because residents, service and emergency vehicles, and other users of 28th Avenue being required to drive through standing water to access the area presented a real, immediate threat to public safety and property.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY



City Council

Approval of an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street

Agenda Date: 2/3/2026
Agenda Item Number: 4.G
File Number:26-0072

Type: ordinance **Version:** 2 **Status:** 2d Reading-Consent

Title

Approval of an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first reading, and forward to second reading, an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street.

Report

Issue:

Whether to approve on first reading, and forward to second reading, an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street.

Staff Contact:

Adam Dreller, PLS, City Surveyor, Public Works Engineering, 360.742.6489

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

A property owner adjacent to an alley right-of-way south of Legion Way, between Adams Street and Jefferson Street has requested the City to initiate the process to abandon the alley adjacent to their property. The additional property will be used in the development and construction of a new apartment building consisting of 87 market rate units. This will be four stories of apartments over a first story of retail and parking stalls.

On December 9, 2025, a Public Hearing was held with no public comments. Council, therefore, directed staff to draft a Vacation Ordinance for Council approval.

City staff reviewed the request using criteria outlined in the Olympia Municipal Code Section 12.16.100. Staff recommends approval of the vacation with the requirement for the petitioner to make payment of one-half the appraised right-of-way land value to the City.

Neighborhood/Community Interests (if known):

The Public Hearing provided an opportunity for Council to hear comments from the community regarding the requested vacation. No public testimony was received during the hearing.

Financial Impact:

The applicant will be required to pay \$19,500, which is one-half of the appraised value of the property to be vacated, before the vacation takes effect.

Per RCW 35.79.030, the property owner abutting the street or alley that is being vacated shall compensate the City in an amount which does not exceed one-half the appraised value of the area being vacated. If the alley has been part of a dedicated public right-of-way for twenty-five years or more, which this alley has been, the City may require compensation up to the full appraised value of the area being vacated. Historically, the City has only required one-half the appraised value as compensation regardless of the length of time the area has been public right-of-way. This is an effort to make the vacation process more affordable and promote development within the City.

Options:

1. Move to approve on first reading, and forward to second reading, an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street. This option allows the vacation to occur.
2. Approve on first reading with additional conditions desired by Council, and forward to second reading, an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street. Staff will update the Ordinance with Council modifications prior to second reading.
3. Do not approve an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street. The City right-of-way will remain.

Attachments:

Ordinance
Vicinity Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON VACATING A PORTION OF AN ALLEY RIGHT-OF-WAY SOUTH OF LEGION WAY, BETWEEN ADAMS AND JEFFERSON STREET

WHEREAS, the Olympia City Council adopted Resolution No. M-2668 on November 10, 2025, setting a public hearing to allow public comment relating to a petition to vacate a portion of an alley right-of-way south of Legion Way, between Adams and Jefferson Street as a public thoroughfare; and

WHEREAS, as required by OMC 12.16.050, written notice of the proposed vacation and public hearing was posted at Olympia City Hall, posted on site, and mailed to all property owners abutting and within 300 feet of the boundaries of the rights-of-way to be vacated; and

WHEREAS, a public hearing was held by the Olympia City Council on said petition on December 9, 2025, at the City Council's regular 6:00 p.m. business meeting; and

WHEREAS, the City has received no comments objecting to the vacation from any member of the public nor from any utility provider regarding this vacation; and

WHEREAS, in conjunction with the City's vacation of the subject right-of-way, the Applicant is granting the City a utility easement, for sewer service; the provision of this utility easement is a necessary condition of the vacation of the subject right-of-way; and

WHEREAS, the Public Works Department has indicated the property has no known current or foreseeable future use to the City as a right-of-way, provided the utility easement referenced above is granted to the City; and

WHEREAS, the City Council determines it to be in the public interest to grant the petition to vacate a portion of an alley right-of-way south of Legion Way, between Adams and Jefferson Street as a public thoroughfare, subject to the requirements of OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcel(s), the Olympia City Council, pursuant to OMC 12.16.050 and RCW 35.79.010, hereby vacates as a public thoroughfare the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

THAT PORTION OF THE EAST-WEST ALLEY ADJACENT TO LOTS 4 AND 5 OF BLOCK 46 OF SYLVESTER'S PLAT AS RECORDED IN VOLUME 1 OF PLATS, PAGE 14, RECORDS OF THURSTON COUNTY, WASHINGTON, LYING WESTERLY OF JEFFERSON ST AND ADJACENT TO AND EASTERLY OF ALLEY VACATION 1282 IN SAID BLOCK 46 (BEING APPROXIMATELY 10 FEET WIDE BY 60 FEET LONG);

TOGETHER WITH THE EAST HALF OF THE NORTH-SOUTH ALLEY IN SAID BLOCK46, LYING SOUTH OF THE NORTH LINE OF THE EAST-WEST ALLEY OF SAID BLOCK 46 AND LYING NORTH OF THE SOUTH LINE OF SAID EAST-WEST ALLEY (BEING APPROXIMATELY 10 FEET WIDE BY 5 FEET LONG);

SITUATE IN THE CITY OF OLYMPIA, COUNTY OF THURSTON, STATE OF WASHINGTON.

Section 2. The vacation meets the criteria set forth in OMC 12.16.100, which is summarized as follows:

- The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety, or welfare.
- The subject right-of-way is not needed for general access, emergency services, utility facilities, or other similar public purposes, nor is it necessary as part of a long-range circulation plan, pedestrian/bicycle pathway plan or street improvement plan. This criteria is met because the Applicant is granting the utility easement referenced in the recitals above.
- The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies.
- The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment, or otherwise negatively affect environmentally sensitive areas.

Section 3. Method of Calculation for Required Compensation. The owners of the abutting property shall make payment to the City; each abutting property owner shall pay to the City the appraised value of the property to be acquired as a result of this vacation. Such compensation must be calculated based on an appraisal of the value of the affected rights-of-way, completed by a qualified appraiser.

Section 4. Effective Date. This Ordinance is not effective until the owners of the abutting property make payment required under OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030 for the area vacated and the Applicant grants to the City the utility easement referenced in the recitals above. Failure of the abutting property owners to make payment within 90 days of the passage of this Ordinance automatically (without further Council action) voids the petition and the vacation of right-of-way approved by this Ordinance. If payment is made immediately upon approval of the Ordinance, the Ordinance take effects five days after passage and publication.

PASSED BY THE OLYMPIA CITY COUNCIL this ____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS

TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

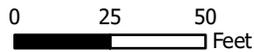
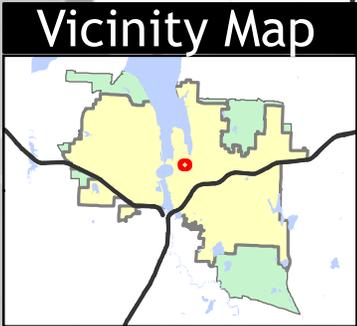
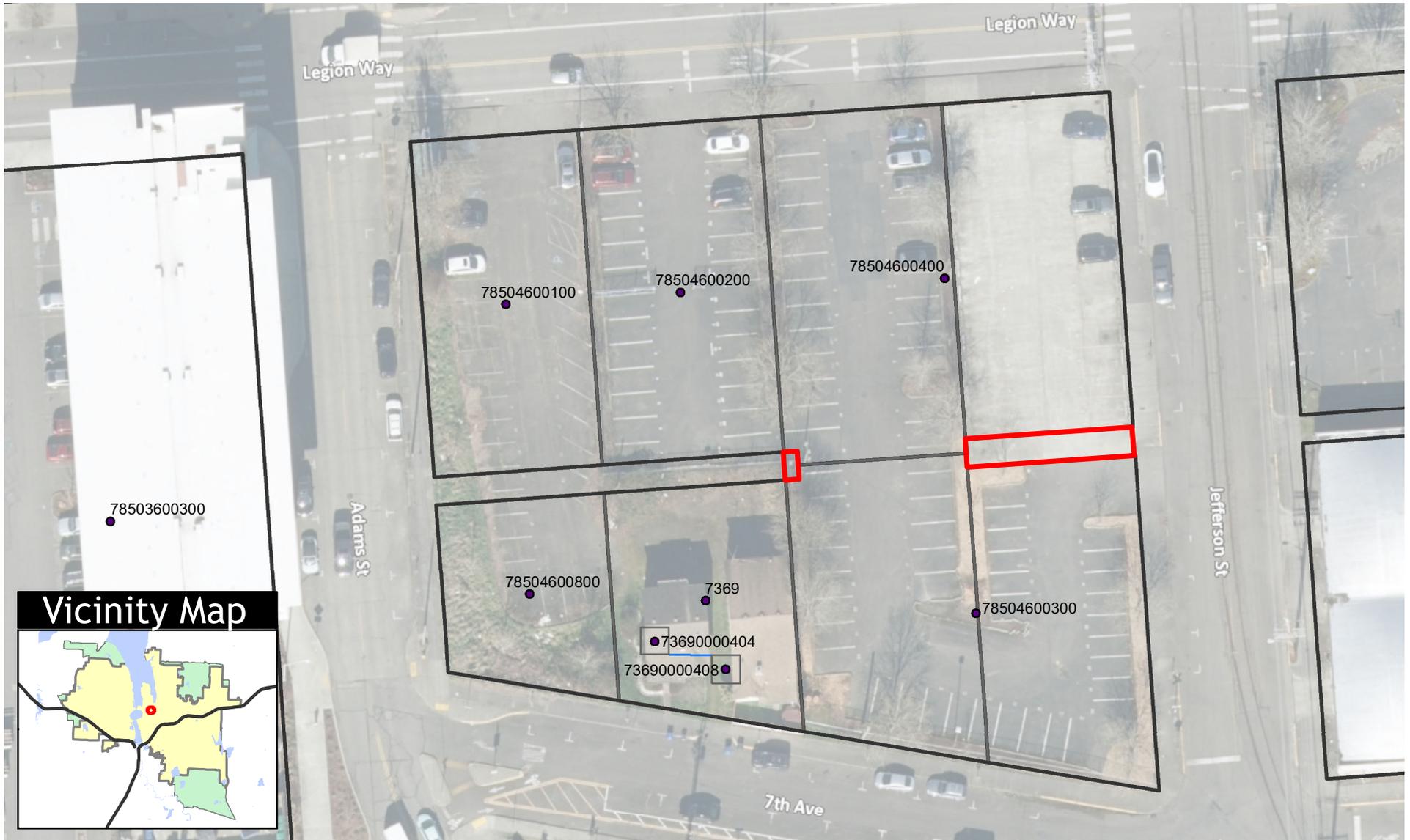
Certification of Payment. I, Sean Krier, City Clerk, hereby certify that an amount equal to one-half of the appraised value of property above vacated was ___ was not ___ received within the required Timeframe.

CITY CLERK



Jefferson and Legion Alley Vacation

Permit #: 24-2322



1 inch = 50 feet

Map printed 5/23/2024
 For more information, please contact:
 Michael Kaminski, Engineering Technician II
 mkaminsk@ci.olympia.wa.us

This map is intended for 8.5x11" landscape printing.

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of an Emergency Ordinance Amending Chapter 2.14 of the Olympia Municipal Code, Terminating the Olympia Municipal Court, Declaring an Emergency, and Establishing an Immediate Effective Date - FIRST AND FINAL READING

Agenda Date: 2/3/2026
Agenda Item Number: 4.H
File Number:26-0054

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Emergency Ordinance Amending Chapter 2.14 of the Olympia Municipal Code, Terminating the Olympia Municipal Court, Declaring an Emergency, and Establishing an Immediate Effective Date - FIRST AND FINAL READING

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first and final reading the Emergency Ordinance terminating the Olympia Municipal Court pursuant to RCW 3.50.060, amending OMC Chapter 2.14 so all references to Olympia Municipal Court shall be changed to Thurston County District Court, declaring an emergency, and establishing an immediate effective date.

Report

Issue:

Whether to approve on first and final reading the Emergency Ordinance terminating the Olympia Municipal Court pursuant to RCW 3.50.060, amending OMC Chapter 2.14 so all references to Olympia Municipal Court shall be changed to Thurston County District Court, declaring an emergency, and establishing an immediate effective date.

Staff Contact:

Debbie Sullivan, Assistant City Manager, 360.753.8499
Mark Barber, City Attorney, 360.753.8338

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

On April 22, 2025, the City Council approved a resolution authorizing staff to enter negotiations with Thurston County for Judicial Services, Jail Alternatives, and Supervised Probation Services. On June 12, 2025, the City Council approved a resolution authorizing an Interlocal Agreement with Thurston County for Judicial Services. The Thurston County Commissioners subsequently approved the Interlocal Agreement at their July 29, 2025 business meeting.

On August 4, 2025, the City gave the required six months' notice to the Administrative Office of the Courts (AOC) of the City's intent to terminate our Municipal Court and transition Judicial Services to Thurston County District Court in accordance with RCW 3.50.060, 3.50.805, and 39.34.180.

This Ordinance amends the Olympia Municipal Code (OMC) Chapter 2.14 so all references to Olympia Municipal Court shall be changed to Thurston County District Court.

Staff from Municipal Court, Parking Services, Prosecution, Public Defense, Code Enforcement, and Legal have been working collaboratively with Thurston County District Court and the Administrative Office of the Courts to ensure a smooth transition. The last day of operations for Municipal Court will be Wednesday, February 4, with operations beginning with Thurston County District Court on February 5, 2026.

Climate Analysis:

This Ordinance will not impact the climate.

Equity Analysis:

This Ordinance will support and serve the health, safety, and welfare of the residents of the City of Olympia by providing judicial, jail alternatives, and related court services to the residents of the City. Further, it will enhance the efficient regionalization of governmental services to Olympia and provide budget sustainability for City residents and taxpayers.

Neighborhood/Community Interests (if known):

The Council received public comments at regularly scheduled open public business meetings during its consideration of the issue of negotiating an interlocal agreement with Thurston County for judicial services, jail alternatives, and other court services. The Council heard from persons in support and opposed to regionalizing judicial services, jail alternatives and other court services.

Financial Impact:

The cost for the County to provide Judicial Services, Jail Alternatives, and Supervised Probation for the City through December 31, 2026, is \$2.702 million which will be funded through the General Fund. The one-time start-up costs, estimated at \$736,000, will be funded through the proceeds of the sale of 900 Plum Street.

Options:

1. Approve on first and final reading the Emergency Ordinance terminating the Olympia Municipal Court pursuant to RCW 3.50.060, amending OMC Chapter 2.14 so all references to Olympia Municipal Court shall be changed to Thurston County District Court, declaring an emergency, and establishing an immediate effective date.
2. Do not approve the Ordinance terminating the Olympia Municipal Court pursuant to RCW 3.50.060, amending OMC Chapter 2.14 so all references to Olympia Municipal Court shall be

changed to Thurston County District Court, declaring an emergency, and establishing an immediate effective date.

3. Take other action.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING CHAPTER 2.14 OF THE OLYMPIA MUNICIPAL CODE (OMC) TO DECLARE ALL REFERENCES IN THE OMC TO THE OLYMPIA MUNICIPAL COURT TO BE DEEMED REFERENCES TO THURSTON COUNTY DISTRICT COURT AND TERMINATING THE OLYMPIA MUNICIPAL COURT, DECLARING AN EMERGENCY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Olympia created a municipal court, which was later amended pursuant to the Court Improvement Act, codified as Chapter 3.50 RCW, in Olympia Municipal Code (OMC) Chapter 2.14, with such court known as the Olympia Municipal Court; and

WHEREAS, the Olympia Municipal Court is located in the Lee Creighton Justice Center, which was originally constructed in 1966, at which time it served as the Olympia City Hall. After 2011, it was repurposed as a justice center. The courtroom was renovated in 2019. Subsequently, a Building Condition Assessment was completed, which examined the ability of the Lee Creighton Justice Center to continue to serve as a justice center and house the Olympia Municipal Court. Unique challenges were identified that posed substantial costs regarding continued use of the justice center; and

WHEREAS, an investigation commenced into replacing or relocating the Olympia Municipal Court. On April 8, 2025, the Olympia City Council authorized the sale of the Lee Creighton Justice Center to the Squaxin Island Tribe for future redevelopment of the property. Three options were explored for relocation of the Olympia Municipal Court, including (1) leasing commercial office space; (2) relocating all programs and services to City-owned buildings such as 108 State Avenue and Olympia City Council Chambers, and (3) relocating prosecution, victim and domestic violence assistance programs and public defense to other City-owned buildings and exploring the transition of judicial services to Thurston County; and

WHEREAS, on April 22, 2025, the Olympia City Council in Resolution No. M-2604 legislatively found of the three options available to the City of Olympia, the most economically feasible was to enter into an interlocal agreement with Thurston County for Thurston County District Court to provide judicial services, jail alternatives, and supervised probation services, and to terminate the Olympia Municipal Court upon six months' notice to the Administrative Office of the Courts, as permitted by state law and the Court Improvement Act, Chapter 3.50 RCW, and Chapter 39.34.RCW; and

WHEREAS, pursuant to RCW 39.34.180, on July 29, 2025, the City of Olympia entered into a negotiated Interlocal Agreement with Thurston County for costs associated with direct filing of cases in Thurston County District Court. Subsequently, on August 4, 2025, the City of Olympia gave six months' notice to the Administrative Office of the Courts (AOC) of the City's intent to terminate its municipal court and commence filing cases in Thurston County District Court in accordance with RCW 3.50.805; and

WHEREAS, the Olympia City Council legislatively finds that the decision to terminate the Olympia Municipal Court and to directly file cases in Thurston County District Court commencing February 5, 2026, supports the health, safety and welfare of the residents of the City of Olympia, and is in the best interests of the residents of the City of Olympia; and

WHEREAS, pursuant to RCW 3.50.060, the City of Olympia wishes to terminate its municipal court effective at midnight February 4, 2026; and

WHEREAS, due to the time constraints to complete the transition on time, the Olympia City Council finds a public emergency exists to protect public health, safety, and welfare;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 2.14. Chapter 2.14 of the Olympia Municipal Code, "MUNICIPAL COURT," is hereby amended to read as follows:

2.14.010 Established

~~The Olympia municipal court operates pursuant to RCW Chapter 3.50. The current references in City Ordinances and in the Olympia Municipal Code to the Olympia Municipal Court or the municipal court of Olympia, shall be hereafter references to the District Court in and for the State of Washington for Thurston County.~~

~~**2.14.020 Powers and duties—Jurisdiction**~~

~~The municipal court shall possess such jurisdiction and shall exercise such power and duties as are set~~

~~**2.14.030 Olympia Municipal Court Judge's salary**~~

~~A.—The salary for the Olympia Municipal Court Judge position shall be set at 95% of a district court judge's annual salary.~~

~~B.—The Olympia Municipal Court Judge's salary shall automatically be adjusted on the same date and to an amount equal to 95% of the salary of district court judges as set by the Washington Citizens' Commission on Salaries for Elected Officials, which was established pursuant to the authority granted in Article 28 of the Washington State Constitution, RCW 43.03.300, RCW 43.03.305, and RCW 43.03.310.~~

Section 2. Compliance. The City of Olympia has complied with RCW 39.34.180, RCW 3.50.060, and RCW 3.50.805, and hereby terminates its municipal court, effective at midnight February 4, 2026.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 4. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected and shall not affect the validity of the remainder of the ordinance, or the validity to other persons or circumstances.

Section 5. Declaration of Emergency and Effective Date. For the reasons set forth in the legislative recitals above, the Olympia City Council finds that a public emergency exists and in order to protect the public health, safety, property and general welfare of the residents of the City of Olympia, this Ordinance shall become effective immediately.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Emergency Ordinance Amending OMC Chapters 10.16 and 10.20 Related to Parking to Support the Transition to Thurston County District Court, Declaring an Emergency, and Establishing an Immediate Effective Date-FIRST AND FINAL READING

Agenda Date: 2/3/2026
Agenda Item Number: 4.1
File Number:26-0094

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Emergency Ordinance Amending OMC Chapters 10.16 and 10.20 Related to Parking to Support the Transition to Thurston County District Court, Declaring an Emergency, and Establishing an Immediate Effective Date-FIRST AND FINAL READING

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first and final reading the Emergency Ordinance amending Olympia Municipal Code Chapters 10.16 and 10.20 to support transition to Thurston County District Court, declaring an emergency, and establishing an immediate effective date.

Report

Issue:

Whether to enact an ordinance amending Olympia Municipal Code Chapters 10.16 and 10.20, declaring an emergency, and establishing an immediate effective date.

Staff Contact:

Chelsea Baker van Drood, Parking Services Program Specialist, 360.570.3781
Annaliese Harksen, Senior Deputy City Attorney

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The proposed changes to OMC Chapters 10.16 and 10.20 update references related to the transition from the Olympia Municipal Court to the Thurston County District Court. These revisions address

administrative updates and clarify existing language.

Climate Analysis:

This ordinance is not expected to have an impact on climate.

Equity Analysis:

The transition to Thurston County District Court confirms the Council's commitment to reimagining public safety and the desire to ensure that court services, case proceedings and court operations are delivered as consistently and efficiently as possible across all courts. This ordinance supports the transition.

Neighborhood/Community Interests (if known):

This Ordinance will support and serve the health, safety, and welfare of the residents of the City of Olympia by providing judicial, jail alternatives, and related court services to the residents of the City.

Financial Impact:

This Ordinance supports the efficient regionalization of governmental services to Olympia and provides budget sustainability for City residents and taxpayers.

Options:

1. Move to approve on first and final reading the Emergency Ordinance amending OMC Chapters 10.16 and 10.20 to support transition to Thurston County District Court, declaring an emergency, and establishing an immediate effective date.
2. Do not approve the Ordinance. Thurston County District Court will experience delays in performing essential court functions on behalf of the City, including processing appeals, payments, and other parking-related procedures. Such delays would adversely affect customer service, resulting in longer wait times and decreased satisfaction for residents and visitors who rely on timely parking enforcement and resolution processes. The Parking Services Program could face revenue shortfalls, jeopardizing its ability to cover operational costs. Approval of the ordinance is critical to maintain financial stability and ensure timely, high quality service delivery to the community.
3. Take other action.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTERS 10.16 AND 10.20, RELATING TO PARKING TO FACILITATE THE TRANSFER OF THE MUNICIPAL COURT FUNCTIONS TO THURSTON COUNTY DISTRICT COURT

WHEREAS, pursuant to RCW 39.34.180, on July 29, 2025, the City of Olympia entered into a negotiated Interlocal Agreement with Thurston County for costs associated with direct filing of cases in Thurston County District Court; and

WHEREAS, the City will commence filing cases in Thurston County District Court on February 4, 2026; and

WHEREAS, certain provisions of Chapters 10.16 and 10.20 of the Olympia Municipal Code must be amended to facilitate such transfer; and

WHEREAS, due to the constraints to complete the transition on time, the Olympia City Council finds a public emergency exists to protect public health, safety, and welfare;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 10.16. Olympia Municipal Code Chapter 10.16 is hereby amended to read as follows:

Chapter 10.16
STOPPING, STANDING, AND PARKING

10.16.000 Chapter Contents

Sections:

- 10.16.010 Applicability.
- 10.16.020 Parking prohibited at all times on certain streets -- Penalty for violation.
- 10.16.030 Recreational vehicle parking on City streets over 24 hours prohibited without permit -- Penalty for violation.
- 10.16.035 Camping in a Vehicle on City Right-of-Way -- ~~Penalty~~ Warnings for violation -- Impound.
- 10.16.040 Abandoned Vehicle on City Right-of-Way -- Penalty for violation.
- 10.16.045 Blocking city infrastructure prohibited -- Penalty for violation.
- 10.16.050 Parking time limitations -- When applicable.
- 10.16.055 Residential Parking Program Established -- Penalty for violation.
- 10.16.060 Parking adjacent to schools -- Penalty for violation.
- 10.16.070 Free parking zones.
- 10.16.080 ~~Free p~~ Parking limits -- Penalty for violation.
- 10.16.090 Free parking zones -- Sign posting.
- 10.16.100 Pay Parking spaces -- Parking without paying or when payment expired prohibited -- ~~Overtime~~ -- Penalty for violation.
- 10.16.110 Parking of motorcycles, motor-driven cycles and mopeds within parking spaces -- Penalty for violation.

- 10.16.120 Tampering with parking enforcement process is a violation -- Penalty for violation.
- 10.16.130 Device regulated parking – Pay parking -- No parking when payment has expired.
- 10.16.140 City parking lots -- Regulations.
- 10.16.150 City parking lots and Pay parking -- Fee schedules.
- 10.16.160 City Parking Lots -- Violations –Penalty for violation.
- 10.16.210 Prohibited parking -- Penalty for violation.
- 10.16.220 General parking prohibitions -- Penalty for violation.
- 10.16.230 Limitations to free on-street Parking for those with disability placards -- Penalty for violation.
- 10.16.240 Vanpools -- Definition.
- 10.16.250 Vanpool -- Parking limitation exemptions.
- 10.16.260 Vanpools -- Permits.
- 10.16.270 Delinquent Penalties.
- 10.16.280 Parking Services’ Scofflaw List.
- 10.16.290 Immobilization.
- 10.16.300 Impoundment.
- 10.16.310 Downtown Carpool Parking Program -- Penalty for violation.
- 10.16.320 Parking unregistered or unlicensed vehicles on ROW or other City property -- Penalty for violation.

10.16.010 Applicability

The provisions of this chapter prohibiting the standing or parking of a vehicle apply at all times or those times specified in this chapter or as indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device.

10.16.020 Parking prohibited at all times on certain streets -- Penalty for violation

A. Where the City has posted signs giving notice thereof, ~~no person may stop, stand, or park a vehicle at any time upon streets so posted~~no motor vehicle without a driver found parked, standing, or stopped where it has been prohibited violates this section. A police officer or parking services field representative who finds such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and will conspicuously affix to the vehicle a notice of parking infraction.

B. Penalties for Violation. ~~The owner of a vehicle found in violation of this section commits a civil infraction and is subject to a~~The penalty for the first violation of this section is a restricted parking infraction of \$95.00. If a vehicle remains in violation of this section after one hour has passed without the vehicle being moved, such violation constitutes a second restricted parking violation and the owner of the vehicle commits a second civil infraction and is subject to a second penalty of \$95.00. If a vehicle remains in violation of this section after another hour has passed without the vehicle being moved, such violation constitutes a third restricted parking violation infraction and the owner of the vehicle commits a third civil infraction and is subject to a third penalty of \$95.00.

C. A vehicle for which a ~~civil~~restricted parking infraction has been issued for a violation of this section and which is deemed a hazard may be immediately impounded pursuant to OMC 10.16.300(A)(7).

10.16.030 Recreational vehicle parking on City streets over 24 hours prohibited without permit -- Penalty for violation

A. No parking of recreational vehicles on City streets over 24 hours. ~~A person may not park a~~ recreational vehicle may not be parked on any City street longer than 24 hours including holidays and weekends, without a City of Olympia Parking Services issued permit affixed to the front window of the recreational vehicle in a place clearly visible from the outside of the vehicle. Parking the vehicle in another location within the City within the 24 hour period on a City street is a violation of this section. This section does not apply to vehicular camping regulated by OMC 10.16.035.

B. Definitions.

1. Recreational Vehicle: For purposes of this chapter, "Recreational Vehicle" (RV) means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. The units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, motor homes, conversion vans, and conversion busses.

2. Adjacent: For purposes of this chapter, "Adjacent" means in the right-of-way typically used for vehicular parking, on the same side of the street as the residence for which the permit has been issued, in front of or to the side of that residence but within the lot lines of the residence as if the lot lines of the residence extended into the right-of-way.

C. Permit Application and Criteria. To obtain a temporary permit allowing an RV to park in a designated location for up to seven business days within a quarter, the registered owner or operator of the RV must apply to the Parking Services Department of the City of Olympia and meet one of the following criteria for approval:

1. The registered owner or operator of the RV is a resident with a current physical address within the City of Olympia and the RV must park adjacent to that residence; or

2. The registered owner or operator of the RV is the visitor of a resident with a current physical address within the City of Olympia and the RV must park adjacent to that residence; or

3. The registered owner or operator of the recreational vehicle is participating as a vendor or sponsor of a Special Event for which a special event permit has been obtained from the City.

D. Validity of Permits. Permits are valid for up to seven business days per vehicle per quarter. Permits are valid only for the dates authorized on the permit and only for the location indicated on the permit. Those who meet the qualifying criteria under (C)(1) or (C)(2) are required to park adjacent to the lot of the sponsoring City of Olympia resident or the permit is invalid. If there is limited or no parking adjacent to the sponsoring resident, Parking Services shall designate an appropriate location nearby and indicate such location on the permit.

E. Penalty for Violation. ~~The owner of a vehicle parked in violation of this section commits~~ It is a civil parking infraction for a vehicle to be parked in violation of this section, and is subject to penalty of \$95.00. After three parking citations for violation of this section, the vehicle may be impounded as provided for in OMC [10.16.300](#).

10.16.035 Camping in a Vehicle on City Right-of-Way -- ~~Penalty~~ Warnings for violation -- Impound

A. Definitions. For purposes of this section, to "camp in a vehicle" or "vehicle camping" means to use a vehicle for shelter, for habitation, or as a residence, including for sleeping or resting; storing of personal belongings; storing, preparing, and eating food; and being protected from the elements, including heat or cold, sun or rain; or any of these activities in combination with one another. A "vehicle" for purposes of this definition includes any automobile, car, van, truck, recreational vehicle, mobile home, motor home, camper, bus, or trailer, and also includes a vessel.

B. ~~No person may camp in a~~ There is no vehicle camping on City right-of-way, whether such right-of-way is improved or unimproved, except as provided in this section. ~~A person may camp in a~~ Any vehicle camping on City right-of-way ~~only in compliance~~ shall comply with all of the following:

1. ~~A person camping in a vehicle on City right-of-way~~ The vehicle shall park ~~such vehicle~~ be parked legally, in compliance with all applicable provisions of state law and the OMC. ~~A person using a vehicle for camping may not park the vehicle~~ being used for vehicle camping in a manner that ~~must not~~ blocks any City street, sidewalk, bike lane, driveway, or City infrastructure and will be subject to the penalties of the applicable state law or OMC.

2. ~~A person camping in a~~ No vehicle being used for vehicle camping on City right-of-way ~~may not park the vehicle used for vehicle camping~~ may be parked:

a. In any one location for more than 24 hours after the person receives notice that the vehicle must be moved after 24 hours. Such notice may be provided to the person by hand delivery from a designated City representative, or such notice may be provided by posting it on the vehicle. Before or upon the expiration of this 24-hour period, the ~~person may move the vehicle~~ may be moved to another lawful parking location within the City, but only if that location is at least one-half mile or 10 blocks from where the vehicle was parked in the previous 24 hours.

b. Within 500 feet of any other vehicle being used for camping.

c. Within 500 feet of any emergency housing facility approved under chapter [18.50](#) OMC.

d. Within 500 feet of any school.

3. A vehicle used for camping must be properly licensed and registered as required by state law and must be operational, i.e., capable of being started and driven under its own power, or capable of being towed if designed to be towed and may not be abandoned or left inoperable on City right-of-way or on City property.

4. ~~A person camping in a vehicle may not create or maintain open flame, a recreational fire or bonfire, a fire for burning garbage or refuse in, on, or around the vehicle used for vehicle camping. A cooking device that emits flame and a space heating device that emits flame is permitted, as allowed by laws and regulations applicable to such devices.~~

5.—A person camping in a vehicle on City right of way may not dump gray water (i.e., wastewater from baths, sinks, dishwashing, and the like) or black water (i.e., sewage) into any facility or place not intended for gray water or black water disposal, including storm drains.

6.—A person camping in a vehicle on City right of way may not store material outside the vehicle, except as incidental to short term loading or unloading of the vehicle.

7.—A person camping in a vehicle on City right of way may not build or erect any structure or structures connecting or attaching to the vehicle or in the immediate vicinity of the vehicle.

8.—A person camping in a vehicle on City right of way may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, or other items of no apparent utility on City right of way, on City property, or on any adjacent public or private property.

9.—A person camping in a vehicle on City right of way may not use any gas-powered generator between the hours of 10:00pm and 8:00am.

10.—A person camping in a vehicle on City right of way shall keep all animals in that person's care or custody leashed or crated at all times when the animal is outside the vehicle.

C. Penalties for Violation.

1. a. The owner of a vehicle found in violation of subsections B.1, B.2, or B.3 of this section commits a civil infraction and is subject to a penalty of \$20.00, except that where the vehicle is used as the owner's only residence, the penalty is \$0.00. After three citations for violation of any of subsections B.1, B.2, or B.3 in one calendar year, the vehicle may be impounded under OMC ~~10.16.300~~. If the vehicle used for vehicle camping is the owner's only residence, a warning will be issued. After three written warnings for violation of this section in one calendar year, the vehicle may be impounded under OMC 10.16.300.

b. Police officers and Parking Services field representatives are hereby authorized to issue warnings as well as civil parking infractions for violations of subsections B(1), B(2), or B(3) of this section.

c. A vehicle used for camping that is in violation of subsection B.3 may be removed from the right-of-way under OMC ~~18.40.060(E)(4)~~ 10.16.040 or any other applicable state law or OMC.

2.—a.—A person violating subsections B(4), B(5), B(6), B(7), B(8), or B(9) of this section commits a civil infraction and is subject to a penalty of \$25. A person violating any of subsections B(4), B(5), B(6), B(7), B(8), or B(9) of this section a second time within an 18-month period commits a civil infraction and is subject to a penalty of \$50. A person violating any of subsections B(4), B(5), B(6), B(7), B(8), or B(9) of this section a third time within an 18-month period commits a misdemeanor and, if found guilty, is subject to a fine not to exceed one hundred dollars, or imprisonment not to exceed 90 days, or both fine and imprisonment.

b.—Police officers and code enforcement officers are hereby authorized to issue civil infractions for violations of subsections B(4), B(5), B(6), B(7), B(8), or B(9) of this section.

10.16.040 Abandoned Vehicle in City Right-of-Way -- Penalty for Violation

- A. A vehicle may not be abandoned on City right-of-way.
- B. For purposes of this section, a vehicle is "abandoned" if the vehicle meets one or more of the following criteria:
1. The vehicle has been parked on City right-of-way for 72 hours or more; City parking services staff may determine that a vehicle has been so parked based on obvious signs the vehicle has remained in that location for 72 hours or more, including there being an accumulation of material around the vehicle, such as dirt, leaves, trash, or other debris;
 2. The vehicle is not properly licensed and registered as required by state law and has been parked on the City right-of-way for 24 hours or more;
 3. The vehicle has obvious signs that it is in disrepair or is inoperable (i.e. not capable of being started and driven under its own power) and has been parked in the City right-of-way for 24 hours or more.
- C. A vehicle abandoned on City right-of-way may be tagged by a Parking Services field representative or police officer and a warning issued to remove the vehicle within 72 hours, and that failure to remove it may result in impound at the owner's expense.
- D. A vehicle abandoned in the City right-of-way in violation of subsection A may be impounded by order of a Parking Services field representative or police officer in accordance with OMC 10.16.300 or by a police officer or code enforcement officer pursuant to OMC [18.40.060\(E\)](#).

10.16.045 Blocking City Infrastructure Prohibited: -- Penalty for Violation

- A. When the City has posted a sign at a location giving notice that stopping, standing, or parking a vehicle in a manner that blocks City infrastructure is prohibited, no person may stop, stand, or park a vehicle in that location in violation of that sign, in a manner that prevents City personnel or any person acting on behalf of the City, from accessing City infrastructure.
- B. For purposes of this section, "City infrastructure" means the City water system managed under chapter 13.04 OMC, the City public combined sewer system managed under chapter 13.08 OMC, and the City municipal separate storm sewer system managed under chapter 13.16 OMC.
- C. ~~Penalty for Violation. The owner of a~~ Penalty for Violation. A vehicle parked in violation of this section ~~commits a civil~~ will be issued a parking infraction and is subject to penalty of \$95.00. After three citations for violation of this section, the vehicle may be impounded as provided for in OMC [10.16.300](#). ~~When necessary for the City to access City infrastructure, a vehicle parked in violation of this section may be immediately impounded at the owner's expense under OMC 10.16.300(A)(10).~~
- D. Emergency. In the event of an emergency requiring immediate access to City infrastructure, whether or not the area is signed as no parking, the City may tow a vehicle blocking City that infrastructure, as necessary to address the emergency.

10.16.050 Parking time limitations -- When applicable

Except as provided in OMC [10.16.030](#), Posted parking time limits on City streets and zones apply during the hours of 8:00 a.m. to 5:00 p.m. but do not apply on Saturdays or Sundays or those public holidays listed in RCW [1.16.050](#).

10.16.055 Residential Parking Program Established – Penalty for violation

A. There is established a Residential Parking Program through which a person who establishes that the person is a resident of a certain residential parking zone, as defined below, may participate in the Program and register with the City of Olympia Parking Services Program a vehicle or vehicles for which that person is the registered owner. If a person participates in the Program and registers a vehicle or vehicles through the Program, the registered vehicle(s) may be parked in the residential parking zone in which the participant resides, exempt from posted parking time limits and the requirement to pay hourly charges for pay parking spots, subject to the requirements and limitations of this section.

B. The residential parking zones within the City are:

1. Zone 1 - South Capitol Neighborhood Parking Zone 1: Area extending from, and including, Maple Park Avenue/16th Avenue SE to, and including, 21st Avenue SE, and from Interstate 5 to the east side of Capitol Way.
2. Zone 2 - South Capitol Neighborhood Parking Zone 2: Area extending from, and including, 15th Avenue SW to, and including, 17th Avenue SW, and from the center line of Capitol Way to the shoreline of Capitol Lake; also including the 1400 block of SW Columbia Street, the 1700 block of SW Sylvester Street, the 1700 block of SW Water Street, and the 1700 block of the west side of Capitol Way.
3. Zone 3 - South Capitol Neighborhood Parking Zone 3: Area extending from, and including, 18th Avenue SW to, and including, 24th Avenue SW, and from the center line of Capitol Way to the shoreline of Capitol Lake.
4. Zone 4 - East Jefferson Neighborhood: Area bounded by, but not including, Jefferson Street on the west, the Burlington Northern Railroad on the east, by, but not including, Union Avenue on the north, and bounded on the south by the access road to Interstate 5.
5. Zone 5 - Union Avenue Neighborhood: Area bounded by and including 8th Avenue on the north, by and including, 11th Avenue between Capitol Lake and Jefferson Street on the west and on Union Avenue between Jefferson Street and Plum Street on the south, and by Plum Street on the east.
6. Zone 6 - East Plum Street Area: Area bounded by and including Plum Street on the west and by, but not including, Eastside Street on the east, and by and including State Avenue on the north and by and including 8th Avenue on the south.
7. Zone 7 - Downtown Neighborhood: Area bounded by Capitol Lake/Budd Inlet on the west, by and including Market Street on the north, by, but not including, Plum Street on the east, and by, but not including, 8th Avenue on the south.

8. Zone 8 - Marina Residents: Area bounded by and including Market Street on the north, Budd Inlet on the west, by and including "B" Avenue on the south, and by and including Washington Street on the east.

C. To participate in the Residential Parking Program, a person must:

1. Be a resident of the applicable residential parking zone; a resident is a person who establishes that the person resides in the applicable residential parking zone and that the person's residence is adjacent to a timed or pay parking area. A person may participate in the Residential Parking Program only for so long as that person remains a resident of the applicable residential parking zone.

2. Pay in full all Olympia parking citations issued to such person for any vehicle or vehicles to be registered through the Residential Parking Program for which the person is the registered owner .

3. Pay all applicable fees. Fees for participation in the Residential Parking Program are as set forth in OMC Chapter [4.70](#).

4. Show or provide (as Parking Services may require) the following documentation to Parking Services:

a. Proof of Residency, as follows:

i. For Renters: A renter must prove residency at the applicable address by providing a copy of current official mail (such as a utility bill for service at the applicable address or bank statement) addressed to the address for which the person seeks to establish residency; and either a current residential lease or a notarized statement from the lessor verifying that the person is residing at the address for which the person seeks to establish residency; and .

ii. For Homeowners: A homeowner must prove residency at the applicable address by showing current official mail (such as a utility bill for service at the applicable address or bank statement) addressed to the address for which the person seeks to establish residency.

b. Current vehicle registration for each vehicle to be registered through the Program, reflecting that the person participating in the Program is the registered owner of the vehicle and reflecting that the vehicle is registered to the address for which the person seeks to establish residency.

c. Proof of vehicle insurance for the vehicle to be registered through the Program.

d. A valid driver's license.

e. Home-based Business Affidavit, consisting of a sworn statement that the following is true and correct:

i. All home occupation permits and licenses have been obtained and are current for home business occupations occurring at the address of residency.

- ii. The person applying for the parking permit resides either full or part-time at the address for which they are applying.
 - f. For residents of Zones 1, 2 and 3, an Off-street Parking Affidavit consisting of a sworn statement that the following is true and correct:
 - i. That any existing on-site parking at the address of residence is not leased or reserved for any person(s) not residing at said address.
- D. A person who meets the requirements for participation in the Residential Parking Program may register a vehicle or vehicles through the Program, subject to the following:
1. Vehicle limits for each zone are:
 - a. A resident in Zones 1, 2, and 3 may register up to a maximum of three vehicles per household (address) regardless of the number of licensed drivers (residents).
 - b. A resident in Zone 4 may register up to a maximum of four vehicles per household (address) regardless of the number of licensed drivers (residents).
 - c. A resident in Zones 5, 6, 7, or 8 may register one vehicle per licensed driver (resident), up to a maximum of four per household (address).
 - d. The Parking Services Supervisor is authorized to allow registration of additional vehicles in special circumstances or hardship cases .
 2. No boat, trailer, camper, recreational vehicle, or bus may be registered through the Residential Parking Program.
 3. No vehicle that exceeds the size of a parking stall may be registered through the Residential Parking Program.
 4. At all times, while it is registered through the Program, a vehicle must be currently registered to the Program participant and must be operable.
- E. A vehicle registered through the Residential Parking Program may be parked in the residential parking zone for which it is registered as follows, and subject to the following limitations:
1. A person participating in the Program may park any vehicle the person had registered through the Program in any legal on-street parking space within the zone in which the person resides, and such vehicle is exempt from parking time restrictions and payment requirements, as described below.
 - a. Zone 1 - South Capitol Neighborhood Zone 1: 1- and 2-hour timed, and 3-hour pay parking spaces.
 - b. Zone 2 - South Capitol Neighborhood Zone 2: 1-hour timed and 2-hour pay parking spaces.

- c. Zone 3 - South Capitol Neighborhood Zone 3: 1- and 2-hour parking spaces.
 - d. Zone 4 - East Jefferson Neighborhood: 2-hour parking spaces and 9-hour pay parking spaces.
 - e. Zone 5 - Union Avenue Neighborhood: 2-hour parking spaces and 9-hour pay parking spaces.
 - f. Zone 6 - East Plum Street Area: 90-minute parking spaces and 9-hour pay parking spaces.
 - g. Zone 7 - Downtown Neighborhood: 9-hour pay parking spaces.
 - h. Zone 8 - Marina Residents: 9-hour pay parking spaces.
2. A registered vehicle must be moved at least once every three days.

~~A. The owner of a~~A vehicle found in violation of this section ~~commits~~ will be issued an overtime 1 parking violation, a civil infraction, and is subject to ~~the~~ a penalty as provided in OMC [10.16.080](#).

~~B. If a vehicle is found, pursuant to Section 10.16.055(D)(3), parked in the same location 24 hours later, the owner of such vehicle commits an~~ will be issued an chain overtime 2 parking violation, a ~~civil parking~~ infraction, and is subject to a the penalty as provided in OMC [10.16.080](#). A vehicle found in violation of this section may be impounded as provided for in OMC [10.16.300](#), after issuance of a 24-hour impoundment notice.

3. If a participant in the Residential Parking Program does not comply with the requirements and limitations of this ~~subsection~~, the City may remove such person from the Residential Parking Program ~~and rescind any vehicle registration issued to such person.~~

F. A visitor of a participant in the Residential Parking Program may park a vehicle in the residential parking zone for which the participant's vehicle(s) is registered and the visitor's vehicle is exempt from parking time restrictions and payment requirements, as follows, and subject to the following limitations:

- 1. A resident in Zone 1 who participates in the Residential Parking Program may apply for an exemption for a visitor's vehicle.
 - a. Visitor exemptions may only be issued for a visitor of a person residing at the address of residence. Exemptions are valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed 10 business days.
 - b. The number of visitor exemptions ~~are~~ is unlimited.
 - c. The participant must notify Parking Services of the participant's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.
- 2. Any resident in Zones 2 or 3 who participates in the Residential Parking Program may apply for an exemption for a visitor's vehicle.

- a. Visitor exemptions may only be issued for visitors of a person residing at the address of residence. Exemptions are valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed 10 business days.
- b. Visitor exemptions are limited to two vehicles per month January 1 through April 30.
- c. Visitor exemptions May 1 through December 31 are unlimited.
- d. The participant must notify Parking Services of the participant's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.

3. Any resident in Zones 4, 5, 6, 7, and 8 who participates in the Residential Parking Program may apply for an exemption for a visitor's vehicle.

- a. Visitor exemptions may only be issued for guests of people residing at the address of residence. Exemptions are valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed 10 business days.
- b. The Participant must notify Parking Services of the participant's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.

4. The Parking Services Supervisor may authorize an extension on the exemption period on visitor permits for licensed caregivers of disabled residents.

G. Administration and Enforcement procedures:

1. The Director of Public Works or the Director's designee shall establish methods and procedures to implement the provisions of this section. The methods and procedures must be designed to provide parking time limit exemptions to residents in the residential parking zones established above in an efficient and equitable manner in accordance with all applicable laws. The Director or designee may establish an annual residential permit renewal system.

2. ~~A person may not~~No vehicle may be found stopped, standing, or parked any vehicle on the streets within any of the residential parking zones established by this section for a consecutive period of more than one hour, or as indicated for a particular street in OMC [10.16.050](#), between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except recognized holidays, and except as may be provided for resident and visitor parking set forth by this section.

10.16.060 Parking adjacent to schools -- Penalty for violation

A. The Director of Public Works or the Director's designee may designate no parking zones upon that side of any street adjacent to any school property when such parking would interfere with traffic or create a hazard.

B. When official signs are posted indicating no parking upon the side of a street adjacent to any school property, ~~a person may not~~no vehicle may be parked a vehicle in any such designated place.

C. ~~Penalty for Violation. The owner of a~~ vehicle parked in violation of this section ~~commits a civil~~will receive a parking infraction and is subject to penalty of \$95.00. After three citations for violation of this section, the vehicle may be impounded as provided for in OMC [10.16.300](#).

10.16.070 Free parking zones

A. The Director of Public Works or the Director's designee may designate within Olympia two-hour, one-hour, and 90-minute free parking zones. Signs must be erected to designate these zones.

B. During a single day, between the hours of 8:00 am and 5:00 pm, ~~a person may park a vehicle~~ may be parked in a free parking zone for up to the maximum time posted in any one zone.

C. ~~15~~Fifteen-minute pay parking spots may be designated in the downtown area where the Director of Public Works or the Director's designee deems it necessary to accommodate short-term parking needs ~~of customers~~. No more than two ~~15~~fifteen-minute pay parking spaces may be designated on any block face.

10.16.080 Free Pparking limits -- Penalty for violation

A. ~~A person may not park any~~No vehicle shall be parked on a street, in a parking lot, or within a zone designated as timed parking for a period of ~~more time longer~~ than the indicated limits set forth pursuant to the time designated and within the limits outlined in OMC [10.16.050](#), or as otherwise provided in this chapter.

B. ~~A showing that a vehicle was found~~ parked in any on-street parking space or spaces within any one residential parking zone for more than the allowed time constitutes prima facie evidence that the vehicle has been parked in violation of this section. It is no defense that the vehicle has been moved from one parking space to another within the parking zone if the vehicle remains in the same zone at the end of the applicable time limit.

C. ~~The owner of a~~ vehicle found parked in a timed space or in a Residential Zones 4, 5, 6, 7, or 8, designated in OMC 10.16.055-A.2(A)(2), for more than the allowed time in violation of this section ~~commits will be issued an overtime 1 parking, a civil parking infraction with a penalty based on the number of times the designated time period has been consecutively exceeded.~~

D. Penalty for consecutive violation of timed parking limits.

(1) The first time period exceeded constitutes a parking infraction designated overtime 1 with a penalty of \$28.

(2) The second time period exceeded constitutes a parking infraction designated overtime 2 with a penalty of \$50.

(3) The third time period exceeded in residential zone 2, designated in OMC 10.16.055, constitutes parking infraction designated overtime 3 with a penalty of \$70.

(4) The fourth time period exceeded in residential zone 2, designated in OMC 10.16.055, constitutes parking infraction designated overtime 4 with a penalty of \$90.

~~, and is subject to a penalty of \$28.00. If a vehicle is found parked within Residential Zones 4, 5, 6, 7, or 8 for more than the allowed time in violation of this section for a second timed period, the owner commits a chain parking violation, a civil infraction, and is subject to a penalty of \$ 50.00.~~

~~D.—The owner of a vehicle found parked in Residential Zones 1, 2, or 3, designated in OMC 10.16.055.A.2, for more than the allowed time in violation of this section commits overtime parking, a civil infraction, and is subject to a penalty of \$28.00. If a vehicle is found parked within a timed space or Residential Zones 1 or 3 for more than the allowed time in violation of this section for a second timed period, the owner commits an chain overtime 2 parking violation, a parking civil infraction, and is subject to a penalty of \$50.00.~~

~~E.—If a vehicle is found parked in Residential Zone 2, designated in OMC 10.16.055(A)(2), for more than the allowed time in violation of this section for a second subsequent consecutive timed period, the owner of the vehicle commits a chain parking violation, a civil infraction, and is subject to a penalty of \$50.00. If a vehicle is found parked in Residential Zone 2 for more than the allowed time in violation of this section for a third timed period, the owner commits an overtime 3 second chain parking violation, a civil parking infraction, and is subject to a penalty of \$70.00.~~

~~F.—If a vehicle is found parked in Residential Zone 2 designated in OMC 10.16.055(A)(2) for more than the allowed time in violation of this section for a fourth timed period, the owner commits an third chain overtime 4 violation parking, a civil parking infraction, and is subject to a penalty of \$90.00.~~

10.16.090 Sign posting

The Director of Public Works or the Director's designee shall post appropriate signs in established timed parking zones, and may post appropriate signs in other locations, to reasonably inform the public of parking regulations enacted in this Chapter. Neither failure of a person to observe any sign nor the nonexistence of a sign in a particular location is a defense to any violation of this Chapter.

10.16.100 Pay Parking spaces – Parking without paying or when payment expired prohibited — Overtime parking prohibited -- Penalty for violation

A. Parking without paying or when payment expired prohibited.

1. ~~A person may not~~It is a violation of this section for park a vehicle to be found parked in a pay parking space without paying payment having been made for parking in that space. A person may not leave aNo vehicle may be left parked in a pay parking space past the time paid for (i.e., when payment has expired) (for example, a person that has paid for one hour of parking in a parking space may not leave the vehicle parked in that space for more than one hour, unless the person has paid for additional parking time in that space).

2. Penalty for violation. ~~The owner of a~~A vehicle found in violation of this subsection ~~commits will be~~issued an unpaid space violation, a ~~civil parking~~civil parking infraction, and is subject to a penalty of \$28.00. ~~If after a vehicle is found in violation of this section and a civil infraction is issued, that vehicle is again found in the same spot, without having been moved, in continued violation of this subsection, the owner of the vehicle commits a chain parking violation, a civil infraction, and is subject to a penalty of \$50.00.~~

~~B.—Overtime parking in pay parking spaces prohibited.~~

~~1. A person may not leave a vehicle parked in a pay parking space for a period of time longer than the time permitted for that parking space, no matter the time paid for that parking space (for example, a person may not leave a vehicle parked in a three-hour pay parking space for longer than three hours, even if the person had paid for more than three hours of parking).~~

~~2. Penalty for violation. The owner of a vehicle found in violation of this subsection commits an overtime parking violation, a civil infraction, and is subject to a penalty of \$28.00. If after a vehicle is found in violation of this section and a civil infraction is issued, that vehicle is again found in the same spot, without having been moved, in continued violation of this subsection, the owner of the vehicle commits a chain parking violation, a civil infraction, and is subject to a penalty of \$50.00.~~

~~CB. The Director of Community, Planning, and Economic Development~~Public Works or the Director's designee may sell nine-hour parking permits for use in designated nine-hour parking spaces. The permit fee and its duration must be set by the Director of ~~Community, Planning, and Economic Development~~Public Works or the Director's designee.

10.16.110 Parking of motorcycles, motor-driven cycles and mopeds within parking spaces - - Penalty for violation

A. More than one motor driven cycle, as defined in RCW [46.04.332](#) (including a motorcycle) or moped, as defined in RCW [46.04.304](#), may be parked within a single parking space within the City so long as any required payment is made and not allowed to expire and subject to the following additional provisions:

1. No more than three motor driven cycles or mopeds are allowed within a single parking space and each must be parked so as not to unreasonably interfere with other vehicles; and
2. Each motor driven cycle or moped is parked at an angle with the rear tire touching the curb and in a manner so as not to interfere with traffic; and
3. Any violation results in a citation being given to each motor driven cycle or moped then parked; and
4. Each motor driven cycle and moped must comply with the relevant time limit established for that parking space.

B. In all other regards, the motor driven cycle or moped must comply with all other applicable traffic and parking regulations.

~~C. A person may not park a~~No vehicle other than a motor driven cycle or moped shall be parked in a parking stall designated and signed as motorcycle parking only.

~~D. Penalties for violation. The owner of a~~A vehicle parked ~~found~~ in violation of this section ~~commits~~will be issued a civil parking infraction and is subject to a penalty of \$50.00.

10.16.120 Tampering with parking enforcement process is a violation -- Penalty for violation

~~A. Any vehicle found with A person may not, with the intent of circumventing City parking enforcement process or the provisions of this chapter, erase Any vehicle found with chalk marks erased after they have~~

been placed on tires of vehicles by enforcement officers of the City to enforce the provisions of this chapter will receive a tampering parking infraction.

~~B. — and a person may not with the intent of circumventing that enforcement process or the provisions of this chapter tamper with any other enforcement process implemented by the officials~~Any vehicle found with a damaged or manipulated immobilization device after an immobilization device has been placed by enforcement officers of the City to enforce the provisions of this chapter will receive a tampering parking infraction.

~~B. — A person may not remove a meter hood that has been installed City staff, and anyone acting on behalf of City staff, unless authorized by City Parking Services staff.~~

~~C. — A person may not move a sign that has been placed by City staff, or anyone acting on behalf of City staff, unless authorized by City Parking Services staff.~~

~~D. — No person other than the Director of Public Works or the Director's designee may remove the immobilization device described in OMC Section 10.16.290, Immobilization, from any vehicle on which it has been installed.~~

~~E. — A person may not move any vehicle after it has been immobilized, before the immobilization device has been removed by the Director of Public Works or the Director's designee.~~

~~F. — With respect to any violation of this section, upon proof that the a person owned the vehicle at the time the immobilization device was installed and that the immobilization device was removed or the vehicle moved before the vehicle was removed from the scofflaw list, it is a rebuttable presumption that the owner of the vehicle removed the immobilization device or moved the vehicle or aided, abetted, or advised the person who did so.~~

~~G. — A person may not make unauthorized photocopies or replicas of parking permits.~~

~~H.C~~ A person who violates this section commits a civil vehicle found in violation of this section will receive a tampering parking infraction and is subject to a penalty of \$150.00.

10.16.140 City Public Parking Lots -- Regulations

This section, and OMC sections 10.16.150 and 10.16.160, applies to parking in City public parking lots, which are those lots owned, maintained, or operated by the City Parking Services, open to the public for parking, either for free, or on a pay-by-the-hour basis, pay-by-the-day basis, or on monthly paid permit basis. For purposes of the referenced sections, City public parking lots do not include those lots owned, maintained, and operated by the City's Parks, Arts, & Recreation Department, and those City lots reserved for City vehicles or City employees' vehicles.

A. When signs are erected giving notice thereof, ~~a person may not stop, stand, or park a~~ no vehicle may be found stopped, standing, or parked within any City public parking lot for a period of time longer than indicated, contrary to any restrictions, or without paying the applicable parking fee established under to OMC 10.16.140 through OMC 10.16.150. Violations of this section are set forth in OMC 10.16.080 and OMC 10.16.100, respectively.

B. A senior permit must be displayed and visible in windshield for parking in The Olympia Center on-site lot. ~~A vehicle found parked in violation commits a city parking lot senior lot violation, of this section is a parking infraction, and is subject to a penalty of \$50.~~

C. ~~A City public parking lot may only be used for parking, unless an activity is expressly authorized by a City-issued permit, lease, or unless the activity is conducted by the City. A City issued permit includes a right of way obstruction permit under OMC 12.24.100, a temporary use permit under OMC 18.06.060.Z, or a festival event permit under OMC 12.72.030.~~

D. ~~Overnight camping prohibited. A person may not camp overnight in any City public parking lot.~~

10.16.150 City Public parking lots and pay parking -- Fee schedules

The Director of Public Works or the Director's designee may establish a fee schedule for City public parking lots and for pay parking spots and the fees established by the Director or designee apply to City public parking lots and parking spots as set forth in the schedule. -

10.16.160 City Public Parking Lots -- Violations – Penalty for violation

A. ~~A person may not park a~~ (1) No vehicle may remain parked in a City public parking lot without paying the required payment for parking in that lot, if any, or without displaying a proper parking permit issued by the City. ~~A person may not leave a~~ (2) No vehicle may be left parked in a City public parking lot past the time paid for or with an expired parking permit. ~~The owner of a~~ A vehicle found parked in violation of this subsection ~~commits an unpaid space violation, a civil will receive a parking infraction, and is subject to the penalties in OMC 10.16.100(A).~~ Penalty for violation. A vehicle found parked in violation of this subsection commits an unpaid space parking infraction, subject to a penalty of \$28.00.

B. ~~A person may not leave a~~ No vehicle may remain parked in a City public parking lot for a period of time longer than the time permitted for parking in that parking lot, no matter the time paid for that parking lot (if any). ~~and the owner of a vehicle found in violation commits an overtime parking violation, a civil parking infraction, and is subject to the penalties in OMC 10.16.100(B).~~ A vehicle found parked in a timed space, for more than the allowed time in violation of this section will be issued an overtime parking infraction with a penalty based on the number of times the designated time period has been consecutively exceeded. The penalty for consecutive violation of timed parking limits for violating this subsection is as follows:

(1) The first time period exceeded constitutes a parking infraction designated overtime 1 with a penalty of \$28.

(2) The second time period exceeded constitutes a parking infraction designated overtime 2 with a penalty of \$50.

C. It is not a defense to a violation of subsection A(1) or A(2) above that a vehicle has been moved from one parking space to another within the parking lot if the vehicle remains in the lot at the end of the applicable time limit.

D. ~~Moving Requirement for Permit Holders. A vehicle with a City public parking lot permit must be moved within the lot at least every 48 hours. It is a violation of OMC 10.16.100 B if a vehicle is not moved as required in this subsection, and the owner of a vehicle found in violation commits an overtime parking violation, a~~

~~civil infraction, and is subject to the penalties in OMC 10.16.100 B. In addition, if the vehicle is not moved within 48 hours of the issuance of a civil infraction as to that vehicle, the vehicle may be impounded as provided in OMC 10.16.300.~~

10.16.210 Prohibited parking -- Penalty for violation

- A. ~~A person shall park a vehicle~~Vehicles must be parked within pavement markings that indicate parking stalls.
- B. In areas that are posted with direction-specific parking, ~~a person shall park~~vehicles must be parked according to the direction indicated on signs.
- C. ~~A person may not park~~No non-City vehicles are allowed to be parked in an area designated and signed for City vehicles only.
- D. ~~The owner of a~~A vehicle found in violation of this section ~~commits a~~will be issued a civil parking infraction ~~and is subject to a penalty of \$28.00.~~

10.16.220 General parking prohibitions -- Penalty for violation

- A. ~~A person may not~~No vehicle may be found stopped, standing, or parked a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:
 - 1. On a sidewalk or planting strip;
 - 2. In front of a public or private driveway or within five feet of the curb radius leading thereto, except in the parking meter zone or elsewhere where official parking meters, signs, or pavement markings designate a parking space nearer a driveway;
 - 3. Within, or within 20 feet of, an intersection;
 - 4. Within 600 feet of any place in the City where a fire, or other emergency to which emergency services personnel is responding, is in progress;
 - 5. On any marked crosswalk;
 - 6. Within 30 feet upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of a roadway, except in the parking meter zone or elsewhere where official parking meters, signs, or pavement markings designate a parking space nearer such beacon, sign, or signal;
 - 7. Within 30 feet of the nearest rail of a railroad crossing;
 - 8. Within 50 feet of the driveway entrance to any fire or police station or on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when official signs are posted;

9. Within 20 feet of a crosswalk at an intersection except in the parking meter zone or elsewhere where official parking meters, signs, or pavement markings designate a parking space nearer a crosswalk;
10. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
11. On the roadway side of any vehicle stopped or parked at the edge or curb of a street (double parking);
12. Upon any bridge or other elevated structure upon a highway, or within a highway tunnel or underpass;
13. At any place where official signs or markings prohibit stopping, standing, or parking;
14. Within 15 feet of any fire hydrant;
15. On any street in such manner as to block or interfere with the free use of the street, or any alley or driveway;
16. Within 30 feet of a posted bus stop sign;
17. In any marked or designated bus zone;
18. Along one side of a street or highway in a direction opposite to the traffic flow (facing the wrong direction);
19. Alongside yellow curb or yellow stripe;
20. Within or blocking any alley;
21. In a parking space that has been reserve hooded, barricaded, or sandwich boarded with, by, or at the direction of City of Olympia Parking Services staff for construction or other special circumstances;
22. Within a designated bike lane; or
23. Within a cul-de-sac or turnaround area, pursuant to the requirements in OMC 16.32.050.

B. Penalties for Violation. ~~The owner of a~~ vehicle found in violation of this section ~~commits a~~ will be issued a restricted parking ~~violation~~infraction, a parking violation, a civil infraction and is subject to a penalty of \$95.00. If a vehicle is found in violation of this section a second time, without the vehicle being moved for a period of one hour, ~~the owner of the vehicle commits a~~ second restricted parking ~~violation, a civil infraction~~ will be issued, and is subject to an additional penalty of \$95.00. If a vehicle is found in violation of this section a third time, without the vehicle being moved for a period of one hour, ~~the owner of the vehicle commits another~~ restricted parking ~~penalty violation, a civil infraction~~ will be issued, and is subject to another an additional penalty of ~~seventy five and no/100 dollars~~ (\$95.00).

C. Pursuant to OMC [10.16.300](#)(A)(7), a vehicle that has been found in violation of this section or has been deemed a hazard to motorists or pedestrians may be impounded.

D. Pursuant to OMC [10.16.300](#)(A)(8) , a vehicle that has occupied a parking space for 12 hours after the meter has been hooded or the space has been barricaded or sandwich boarded may be impounded.

10.16.230 Limitations to free on-street Parking for those with disability placards -- Penalty for violation

A. ~~A person may park a vehicle~~ Vehicles displaying a special parking placard or special license plate issued for disabled parking pursuant to Chapter [46.19](#) RCW may park free without charge in any non-reserved, on-street pay parking space for a maximum of four hours, where the four hour time limit is posted.

B. The time limit does not apply to on street parking signed with the symbol designating that space for disabled parking only.

C. ~~The owner of a~~ vehicle found in violation of this section ~~commits will be issued a civil parking~~ infraction and is subject to a penalty as provided in OMC [10.16.080](#)(C) and OMC [10.16.100](#)(B).

10.16.240 Vanpools -- Definition

For purposes of OMC [10.16.240](#) through [10.16.260](#), the term "vanpool" means a ride-sharing vehicle as defined in RCW [46.74.010](#), ~~to wit:~~ A passenger motor vehicle with a seating capacity not exceeding 15 persons including the driver while being used for commuter ride sharing or for ride-sharing for the elderly and the handicapped. Definitions of other terms set forth in RCW Chapter [46.74](#) are also incorporated into this section by reference ~~as though fully set forth~~.

10.16.250 Vanpool -- Parking limitation exemptions

With a proper permit issued pursuant to this chapter, vanpools, while being used in the manner described in RCW [46.74](#), are exempt from the following:

A. Payment at any nine-hour parking space located in the downtown area;

B. Compliance with parking time limitations established in residential areas.

10.16.260 Vanpools -- Permits

The Director of ~~Community, Planning, and Economic Development~~ Public Works or the Director's designee shall establish rules and regulations for the issuance of parking exemption permits for vanpools operating in accordance with RCW [46.74](#) and this chapter. Parking exemption rules may include time limitations for permits.

10.16.270 Delinquent Penalties

Any penalty imposed for a violation of any section in this chapter (including any sections of State law adopted by reference) that remains unpaid to the ~~Olympia Municipal Court~~ Thurston County District Court or if a payment schedule ~~therefor~~ is not arranged through the ~~Olympia Municipal Court~~ within ~~15-30~~ days of being assessed ~~are the penalty is~~ subject to increase or additional penalties may be added (or both) as follows:

A. The penalty for failure to respond to a notice of ~~civil parking~~ infraction related to parking is the amount of the infraction automatically increased by 100 percent, not to exceed a maximum of \$25.00;

B. If the penalty imposed for a violation of any section of this chapter, as increased, is not paid within 60 days of the date it was imposed:

1. The original unpaid balance plus any additional penalty will be turned over to a collection agency for collection and is subject to additional collection charges; and

2. The person assessed the penalty may be placed on the scofflaw list pursuant to OMC [10.16.280](#), and the person's vehicle may be subject to immobilization and/or impoundment ~~thereunder~~.

10.16.280 Parking Services' Scofflaw List

A. Creation of Scofflaw List. As frequently as practicable, the Director of ~~Community, Planning, and Economic Development~~ Public Works or the Director's designee shall ~~will~~ prepare and update a scofflaw list, consisting of vehicles that have been issued three or more parking tickets, which have gone unpaid more than 60 days after their issuance.

B. Civil Penalties to Cover Administrative Costs. ~~The owner of a~~ A vehicle on the scofflaw list is subject to a civil penalty in the amount specified in OMC Section [4.60.020](#) "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties," to cover costs of administering the scofflaw list. ~~The owner of a~~ A vehicle on the scofflaw list that is immobilized or impounded under this chapter is subject to a civil penalty in the amount specified in OMC Section [4.60.020](#) "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties," to cover the additional administrative costs of immobilization and/or impoundment.

C. Notice. City Parking Services staff shall give notice by first class mail to the registered owner of a vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list and:

1. The date and the nature of each ~~civil parking~~ infraction overdue and the amount due on each ~~civil parking~~ infraction;

2. That a scofflaw list fee in the amount specified in subsection B of this section has been imposed to cover administrative costs;

3. The total amount currently due;

4. A specific deadline for response, no less than 10 days after the date of mailing;

The notice required by this subsection is sufficient if mailed to the address provided by the Washington State Department of Licensing; provided, however, that if City Parking Services staff is unable, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is published once in a newspaper of general circulation in the City, posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provide notice to the vehicle owner or driver.

D. That the owner shall, by the deadline stated on the notice, respond to the notice. Response must be by paying the total amount due or requesting a hearing pursuant to subsection G, below.

E. That if the vehicle owner fails to respond within the prescribed time period, the listed vehicle is subject to immediate immobilization or impoundment pursuant to the procedures in OMC [10.16.290](#), payment of the civil penalties imposed under subsection B above, and payment of the costs of immobilization, towing and storage.

F. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in OMC [4.60.020](#) "Vehicle Immobilization Impoundment Costs, Fees, and Civil Penalties", and all towing and storage charges, City Parking Services shall remove such vehicle from the scofflaw list. If any ~~civil parking~~ ~~infraction for a parking violation~~ not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay, the vehicle owner must also pay such subsequent infraction ~~must also be paid~~ before the vehicle is removed from the scofflaw list.

G. The owner of a vehicle that is subject to the procedures of this section and OMC [10.16.300](#), Impoundment, is entitled to a hearing in the ~~Olympia Municipal~~ Thurston County District Court pursuant to RCW [46.55.120](#)(2)(b) to contest the validity of the immobilization, impoundment, or the amount of towing and storage charges. Any request for a hearing ~~and the resolution thereof~~ must be as set forth in RCW [46.55.120](#)(3), which is hereby adopted by reference.

H. A parking permit for a City-leased parking lot may not be issued for a vehicle on the scofflaw list.

10.16.290 Immobilization

A. If the owner of a vehicle to whom notice has been sent pursuant to OMC [10.16.280](#)(C) fails to respond to the notice within the deadline specified in the notice by paying all fines, fees, towing, storage, and administrative charges then due, including the amount(s) specified in OMC [4.60.020](#) "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties" so that the vehicle can be removed from the scofflaw list under OMC [10.16.280](#)(F), then, at the discretion of Parking Services staff or a police officer, such vehicle may be immobilized by installing on such vehicle a device known as a "boot immobilization device," which immobilizes the vehicle either by clamps and locks on to a wheel of the vehicle and impedes movement of such vehicle, or by attaching to the vehicle's windshield in such a manner to obscure the view of the driver, thereby preventing legal operation of the vehicle. The subsection does not apply if the owner of a vehicle to whom notice has been sent pursuant to OMC [10.16.280](#)(C) requests a hearing pursuant to OMC [10.16.280](#)(G) during the pendency of the appeal.

B. The person installing the immobilization device shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that such vehicle has been immobilized by the City of Olympia for failure to pay three- or more uncontested parking tickets within 60 days of their issuance, that release of the immobilization device may be obtained by paying the fines, fees, and civil penalties due, that unless such payments are made within two business days of the date of the notice, the vehicle will be impounded, and that it is unlawful for any person to remove or attempt to remove the immobilization device, to damage the immobilization device, or to move the vehicle with the immobilization device attached.

C. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by an immobilization device installed under the provisions of this section.

D. Unless otherwise ordered by the ~~Olympia Municipal~~ Thurston County District Court following an appeal hearing, before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall pay all fines and fees then due, including the amounts specified in OMC Section [4.60.020](#) "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties." Upon such payment, the vehicle must be

removed from the scofflaw list, and the City Parking Services staff shall authorize the removal of the immobilization device from the vehicle. If any ~~civil parking~~ ~~infraction for a parking violation~~ not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent infraction must also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

10.16.300 Impoundment

A. At the discretion of City Parking Services staff or a police officer, the following vehicles may be impounded:

1. A vehicle for which five or more ~~civil parking~~ ~~infractions for parking violations~~ have been issued that are unpaid 60 or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to OMC [10.16.280\(C\)](#) and the owner fails to respond to the notice within the deadline specified in the notice by paying all fines, fees, towing, storage, and administrative charges so that the vehicle can be removed from the scofflaw list under OMC [10.16.280\(F\)](#), or by requesting a hearing pursuant to OMC [10.16.280\(G\)](#); or
2. A vehicle that was immobilized pursuant to OMC Section [10.16.290](#) and the vehicle's owner failed to pay all fines, fees, and administrative charges within two- business days of the date the vehicle was immobilized so that the vehicle can be removed from the scofflaw list under OMC [10.16.280\(F\)](#); or
3. A vehicle for which three ~~civil parking~~ infractions for parking in violation of OMC [10.16.030](#) "Recreational Vehicles..." within any one calendar year and for which notice of impoundment has been securely attached to and conspicuously displayed on the vehicle 24 hours prior to such impoundment; or
4. A vehicle found in violation of OMC Section [10.16.055\(D\)\(3P\)](#) "Residential Parking Program..." and for which notice of impoundment has been securely attached to and conspicuously displayed on the vehicle 24 hours prior to such impoundment; or
5. A vehicle found in violation of OMC Section [10.16.160\(DF\)](#), "City Public Parking Lots..." ;
6. For Police Officers, As otherwise authorized by the Model Traffic Code as adopted by reference in the Olympia Municipal Code;
7. A vehicle for which a notice of ~~civil a parking~~ infraction has been issued ~~and where the vehicle is~~ deemed a hazard to motorists or pedestrians;
8. A vehicle that has occupied a pay parking space 12 hours after the space has been hooded, barricaded, or sandwich boarded for reservation, if the vehicle's ~~owner~~ has been issue a notice of ~~civil parking~~ infraction for a meter hood violation; or
9. A vehicle that has occupied a load zone for 24 hours, if ~~the vehicle's owner has been issued a~~ notice of ~~civil parking~~ infraction has been placed on the vehicle for citing a load zone violation.
10. A vehicle that is blocking access to City infrastructure at a properly signed location on City property or on City right of way in violation of OMC [10.16.045](#). ~~The vehicle may be immediately impounded if the~~

~~driver refuses to remove the vehicle after being informed by City staff that the vehicle is blocking access to City infrastructure and that it must be moved immediately. If no one responsible for the vehicle is on site with the vehicle and cannot be requested to remove the vehicle or if the driver is requested to move and refuses, City staff may immediately impound the vehicle at the owner's expense.~~

11. A vehicle for which three ~~civil parking~~ infractions have been issued for parking in violation of OMC 10.16.035 subsections B(1), B(2), or B(3) within any one calendar year and for which notice of impoundment has been securely attached to and conspicuously displayed on the vehicle 24 hours prior to such impoundment.

12. A vehicle found in violation of 10.16.040 that has been abandoned in the right of way for 24 hours for which notice of impoundment has been securely attached to and conspicuously displayed on the vehicle 72 hours prior to such impoundment.

B. The Parking Services Field Representative or police officer, as applicable, shall use the uniform impound authorization and inventory form provided for by administrative rule by the Washington State Patrol pursuant to RCW [46.55.075](#).

C. If a vehicle has been impounded pursuant to OMC [10.16.290](#), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including the amounts specified in OMC [4.60.020](#) "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties", and all towing and vehicle storage charges. Upon such payment, the vehicle must be removed from the scofflaw list. If any ~~civil parking~~ ~~infraction for a parking violation~~ not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent infraction must also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

D. If a vehicle has been impounded for a violation of OMC [10.16.030](#), 10.16.040, 10.16.045, [10.16.055](#), or [10.16.160](#) the vehicle may be immediately released from impound upon payment of all impound, tow, and any other charges due the tow company.

10.16.310 Downtown Carpool Parking Program – Penalty for violation

A. There is hereby established a Downtown Carpool Parking Program (Program) within the City of Olympia downtown core. Program participants who are properly registered and in compliance with the requirements of this chapter may park without payment in any nine-hour parking space within the downtown core.

B. The Director of ~~Community, Planning, and Economic Development~~Public Works or the Director's designee may establish policies and procedures for administration of the Program.

C. Definitions:

1. Downtown core: The area in the City of Olympia within the boundaries of Market Street to the North, 16th Street/Maple Park Avenue to the South, Capitol Lake/Budd Inlet to the West, and Eastside Street to the East.

2. Carpool: Two or more individuals who reside outside of the downtown core as defined in this chapter and who are each employed within the downtown core, commuting together in one vehicle to their respective places of employment.

D. Requirements and responsibilities for participation in the Downtown Carpool Parking Program.

1. The following requirements must be met in order to participate in the Program:

a. Each carpool member must individually:

- i. Submit all required information to the ~~Community, Planning, and Economic Development~~ Public Works Department, Parking Services;
- ii. Reside outside of the downtown core and submit any proof of residency as may be required by Parking Services staff;
- iii. Be a current employee or employer of a business in the downtown core and submit proof of such status as may be required by Parking Services staff;
- iv. Timely pay the required administrative per-person fee to participate in the Program;
- v. Obtain from Parking Services a proper permit and display such permit together with at least one other member's permit on the dash of the carpool vehicle in plain view from the outside of the vehicle to be eligible to park free of nine hour charges for that day;
- vi. Immediately notify Parking Services of any change in status and provide current information.
- vii. Renew permit before the first day of the next month to maintain active permit status.

b. Each carpool driver must:

- i. Submit all driver and vehicle information to the ~~Community, Planning, and Economic Development~~ Public Works Department, Parking Services, as Parking Services staff may require and pay any required fees;
- ii. Ensure that at least two carpool member permits are displayed on the dash of the carpool vehicle in plain view from the outside of the vehicle in order to be eligible to park free of nine hour charges for that day;
- iii. Maintain and provide proof of a valid vehicle registration and insurance for the vehicle participating in the Program;
- iv. Maintain and provide proof of a valid driver's license;
- v. Immediately notify Parking Services of any change in status and provide current information.

E. Violations/Penalties. Failure to follow any of the requirements of this chapter constitutes a violation and may result in any one or a combination of the following:

1. Suspension from the Program for a period of time established by the Director of ~~Community, Planning, and Economic Development~~Public Works or the Director's designee;
2. Denial of continued and/or future participation in the Program;
3. ~~Civil Parking~~ infraction, ~~subjecting the violator~~subject to a penalty of \$40.00 ~~to the registered vehicle owner~~ for each violation.

10.16.320 Parking unregistered or unlicensed vehicles on ROW or other City property – Penalty for violation

- A. A person may not park a vehicle on City right of way or other City property unless a valid license plate is properly affixed to the vehicle and such license plate displays current registration tabs in compliance with Washington state law.
- B. If a vehicle is found in violation of this section, ~~the owner of the vehicle commits a~~ civil parking ~~infractio~~n and ~~is~~will be issued and subject to a penalty of \$38.00.

Section 2. Amendment of OMC 10.20. Olympia Municipal Code Chapter 10.20 is hereby amended to read as follows:

Chapter 10.20
MISCELLANEOUS REGULATIONS

10.20.000 Chapter Contents

Sections:

- [10.20.010](#) One-way streets and alleys.
- [10.20.040](#) Curb-loading zone designation taxi zones – passenger and freight – Penalty for violation.
- [10.20.090](#) ~~Civil citation~~ Parking infraction authority -- Parking Services Field Representatives.

10.20.010 One-way streets and alleys

Upon those streets and parts of streets and in those alleys designated by the City as one way, a person may drive a vehicle only in the indicated direction when signs indicating the direction of traffic are erected and maintained at every intersection where movement in the opposite direction is prohibited, and a person may drive a vehicle passing around a rotary traffic island only to the right of such island.

10.20.040 Curb-loading zone designation taxi zones – passenger and freight – Penalty for violation

The Director of Public Works or the Director's designee may determine the location of passenger and freight curb-loading zones including taxi zones, and shall place and maintain appropriate signs indicating the same and stating the hours during which the provisions of this section are applicable. A time limit of 15 to 30 minutes must be established in said areas.

- A. No person or business may be granted the right, use, or franchise for vehicle parking on any portion of the surface area of any public highway to the exclusion of any other like person or business.

B. ~~A person may use a~~Parking in an area designated as a loading zone will only be allowed with a permit or in a commercial vehicle as defined in RCW 46.04.1402 for the express purpose of loading/unloading passengers or merchandise, as indicated by posting of signs; a ~~person-vehicle~~ may not use be parked in a loading zone for any other purpose.

C. Merchandise is defined as large/bulky items that are in excess of 10 pounds.

D. Vehicles utilizing loading zones must have emergency flashers on.

E. ~~Penalty for Violation. A person who violates~~vehicle found in violation of this section ~~commits~~ will be issued a ~~load zone violation, a civil parking~~ infraction, and is subject to a penalty of \$\$95.00.

F. A vehicle for which a ~~civil parking~~ infraction has been issued for violation of this section may be impounded pursuant to OMC [10.16.300](#).

~~10.20.090 Civil citation~~ Parking infraction authority -- Parking Services Field Representatives

City of Olympia Parking Services Field Representatives may issue ~~civil parking citations~~ infractions for violation of the following:

OMC Section 10.16.020	Parking prohibited at all times on certain streets -Penalty for violation
OMC Section 10.16.030	Recreational vehicle parking on city streets over 24 hours prohibited without permit – Penalty for violation
OMC Section 10.16.055	Residential Parking Program Established
<u>OMC Section 10.16.035</u>	<u>Vehicle Camping</u>
<u>OMC Section 10.16.040</u>	<u>Abandoned Vehicles</u>
<u>OMC Section 10.16.045</u>	<u>Blocking City Infrastructure</u>
<u>OMC Section 10.16.160</u>	<u>Leased Lots</u>
<u>OMC Section 10.16.230</u>	<u>ADA Overtime</u>
OMC Section 10.16.060	Parking adjacent to schools
OMC Section 10.16.070	Free parking zones
OMC Section 10.16.080	Free p <u>arking limits</u> -Penalty for violation
OMC Section 10.16.100	Overtime parking prohibited in pay parking areas <u>Pay Parking spaces – Parking without paying or when payment expired prohibited</u> -- Penalty for Violation
OMC Section 10.16.110	Parking of motorcycles, motor-driven cycles and mopeds within pay parking spaces
OMC Section 10.16.120	Tampering with parking enforcement process is a violation
OMC Section 10.16.130	Parking meters-Methods of fee payment: coins, prepaid cards, credit/debit cards and permits

OMC Section 10.16.140	City parking lots-Regulations
OMC Section 10.16.210	Prohibited parking
OMC Section 10.16.220	General parking prohibitions
OMC Section 10.16.240	Vanpools-Definition
OMC Section 10.16.250	Vanpool-Parking limitation exemptions
OMC Section 10.16.260	Vanpools-Permits
OMC Section 10.18.020	Truck and Trailer Parking In Residential Areas – Unlawful in residential areas
OMC Section 10.20.040	Curb-loading zone designation taxi zones – passenger and freight
RCW 46.19.050	Special parking for disabled persons -- Penalties -- Enforcement.
RCW 46.08.185	Electric vehicle charging stations – Signage – Penalty.

Section 3. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances remain unaffected.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 6. Declaration of Emergency and Effective Date. For the reasons set forth in the legislative recitals above, the Olympia City Council finds that a public emergency exists and in order to protect the public health, safety, property and general welfare, this Ordinance shall become effective immediately.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Executive Session Pursuant to RCW 42.30.110 (1)(g) - Personnel Matter (City Manager's Performance Evaluation)

Agenda Date: 2/3/2026
Agenda Item Number: 10.A
File Number:26-0069

Type: executive session **Version:** 1 **Status:** Executive Session

Title

Executive Session Pursuant to RCW 42.30.110(1)(g) - Personnel Matter (City Manager's Performance Evaluation)

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTERS 10.16 AND 10.20, RELATING TO PARKING TO FACILITATE THE TRANSFER OF THE MUNICIPAL COURT FUNCTIONS TO THURSTON COUNTY DISTRICT COURT

WHEREAS, pursuant to RCW 39.34.180, on July 29, 2025, the City of Olympia entered into a negotiated Interlocal Agreement with Thurston County for costs associated with direct filing of cases in Thurston County District Court; and

WHEREAS, the City will commence filing cases in Thurston County District Court on February 4, 2026; and

WHEREAS, certain provisions of Chapters 10.16 and 10.20 of the Olympia Municipal Code must be amended to facilitate such transfer; and

WHEREAS, due to the constraints to complete the transition on time, the Olympia City Council finds a public emergency exists to protect public health, safety, and welfare;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 10.16. Olympia Municipal Code Chapter 10.16 is hereby amended to read as follows:

Chapter 10.16
STOPPING, STANDING, AND PARKING

10.16.000 Chapter Contents

Sections:

- 10.16.010 Applicability.
- 10.16.020 Parking prohibited at all times on certain streets -- Penalty for violation.
- 10.16.030 Recreational vehicle parking on City streets over 24 hours prohibited without permit -- Penalty for violation.
- 10.16.035 Camping in a Vehicle on City Right-of-Way -- ~~Penalty~~ Warnings for violation -- Impound.
- 10.16.040 Abandoned Vehicle on City Right-of-Way -- Penalty for violation.
- 10.16.045 Blocking city infrastructure prohibited -- Penalty for violation.
- 10.16.050 Parking time limitations -- When applicable.
- 10.16.055 Residential Parking Program Established -- Penalty for violation.
- 10.16.060 Parking adjacent to schools -- Penalty for violation.
- 10.16.070 Free parking zones.
- 10.16.080 ~~Free p~~ Parking limits -- Penalty for violation.
- 10.16.090 Free parking zones -- Sign posting.
- 10.16.100 Pay Parking spaces -- Parking without paying or when payment expired prohibited -- ~~Overtime~~ -- Penalty for violation.
- 10.16.110 Parking of motorcycles, motor-driven cycles and mopeds within parking spaces -- Penalty for violation.

- 10.16.120 Tampering with parking enforcement process is a violation -- Penalty for violation.
- 10.16.130 Device regulated parking – Pay parking -- No parking when payment has expired.
- 10.16.140 City parking lots -- Regulations.
- 10.16.150 City parking lots and Pay parking -- Fee schedules.
- 10.16.160 City Parking Lots -- Violations –Penalty for violation.
- 10.16.210 Prohibited parking -- Penalty for violation.
- 10.16.220 General parking prohibitions -- Penalty for violation.
- 10.16.230 Limitations to free on-street Parking for those with disability placards -- Penalty for violation.
- 10.16.240 Vanpools -- Definition.
- 10.16.250 Vanpool -- Parking limitation exemptions.
- 10.16.260 Vanpools -- Permits.
- 10.16.270 Delinquent Penalties.
- 10.16.280 Parking Services’ Scofflaw List.
- 10.16.290 Immobilization.
- 10.16.300 Impoundment.
- 10.16.310 Downtown Carpool Parking Program -- Penalty for violation.
- 10.16.320 Parking unregistered or unlicensed vehicles on ROW or other City property -- Penalty for violation.

10.16.010 Applicability

The provisions of this chapter prohibiting the standing or parking of a vehicle apply at all times or those times specified in this chapter or as indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device.

10.16.020 Parking prohibited at all times on certain streets -- Penalty for violation

A. Where the City has posted signs giving notice thereof, ~~no person may stop, stand, or park a vehicle at any time upon streets so posted~~no motor vehicle without a driver found parked, standing, or stopped where it has been prohibited violates this section. A police officer or parking services field representative who finds such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and will conspicuously affix to the vehicle a notice of parking infraction.

B. Penalties for Violation. ~~The owner of a vehicle found in violation of this section commits a civil infraction and is subject to a~~The penalty for the first violation of this section is a restricted parking infraction of \$95.00. If a vehicle remains in violation of this section after one hour has passed without the vehicle being moved, such violation constitutes a second restricted parking violation and the owner of the vehicle commits a second civil infraction and is subject to a second penalty of \$95.00. If a vehicle remains in violation of this section after another hour has passed without the vehicle being moved, such violation constitutes a third restricted parking violation infraction and the owner of the vehicle commits a third civil infraction and is subject to a third penalty of \$95.00.

C. A vehicle for which a ~~civil~~restricted parking infraction has been issued for a violation of this section and which is deemed a hazard may be immediately impounded pursuant to OMC 10.16.300(A)(7).

10.16.030 Recreational vehicle parking on City streets over 24 hours prohibited without permit -- Penalty for violation

A. No parking of recreational vehicles on City streets over 24 hours. ~~A person may not park a~~ recreational vehicle may not be parked on any City street longer than 24 hours including holidays and weekends, without a City of Olympia Parking Services issued permit affixed to the front window of the recreational vehicle in a place clearly visible from the outside of the vehicle. Parking the vehicle in another location within the City within the 24 hour period on a City street is a violation of this section. This section does not apply to vehicular camping regulated by OMC 10.16.035.

B. Definitions.

1. Recreational Vehicle: For purposes of this chapter, "Recreational Vehicle" (RV) means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. The units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, motor homes, conversion vans, and conversion busses.

2. Adjacent: For purposes of this chapter, "Adjacent" means in the right-of-way typically used for vehicular parking, on the same side of the street as the residence for which the permit has been issued, in front of or to the side of that residence but within the lot lines of the residence as if the lot lines of the residence extended into the right-of-way.

C. Permit Application and Criteria. To obtain a temporary permit allowing an RV to park in a designated location for up to seven business days within a quarter, the registered owner or operator of the RV must apply to the Parking Services Department of the City of Olympia and meet one of the following criteria for approval:

1. The registered owner or operator of the RV is a resident with a current physical address within the City of Olympia and the RV must park adjacent to that residence; or

2. The registered owner or operator of the RV is the visitor of a resident with a current physical address within the City of Olympia and the RV must park adjacent to that residence; or

3. The registered owner or operator of the recreational vehicle is participating as a vendor or sponsor of a Special Event for which a special event permit has been obtained from the City.

D. Validity of Permits. Permits are valid for up to seven business days per vehicle per quarter. Permits are valid only for the dates authorized on the permit and only for the location indicated on the permit. Those who meet the qualifying criteria under (C)(1) or (C)(2) are required to park adjacent to the lot of the sponsoring City of Olympia resident or the permit is invalid. If there is limited or no parking adjacent to the sponsoring resident, Parking Services shall designate an appropriate location nearby and indicate such location on the permit.

E. Penalty for Violation. ~~The owner of a vehicle parked in violation of this section commits~~ It is a civil parking infraction for a vehicle to be parked in violation of this section, and is subject to penalty of \$95.00. After three parking citations for violation of this section, the vehicle may be impounded as provided for in OMC [10.16.300](#).

10.16.035 Camping in a Vehicle on City Right-of-Way -- ~~Penalty~~ Warnings for violation -- Impound

A. Definitions. For purposes of this section, to "camp in a vehicle" or "vehicle camping" means to use a vehicle for shelter, for habitation, or as a residence, including for sleeping or resting; storing of personal belongings; storing, preparing, and eating food; and being protected from the elements, including heat or cold, sun or rain; or any of these activities in combination with one another. A "vehicle" for purposes of this definition includes any automobile, car, van, truck, recreational vehicle, mobile home, motor home, camper, bus, or trailer, and also includes a vessel.

B. ~~No person may camp in a~~ There is no vehicle camping on City right-of-way, whether such right-of-way is improved or unimproved, except as provided in this section. ~~A person may camp in a~~ Any vehicle camping on City right-of-way ~~only in compliance~~ shall comply with all of the following:

1. ~~A person camping in a vehicle on City right-of-way~~ The vehicle shall park ~~such vehicle~~ be parked legally, in compliance with all applicable provisions of state law and the OMC. ~~A person using a vehicle for camping may not park the vehicle~~ being used for vehicle camping in a manner that ~~must not~~ blocks any City street, sidewalk, bike lane, driveway, or City infrastructure and will be subject to the penalties of the applicable state law or OMC.

2. ~~A person camping in a~~ No vehicle being used for vehicle camping on City right-of-way ~~may not park the vehicle used for vehicle camping~~ may be parked:

a. In any one location for more than 24 hours after the person receives notice that the vehicle must be moved after 24 hours. Such notice may be provided to the person by hand delivery from a designated City representative, or such notice may be provided by posting it on the vehicle. Before or upon the expiration of this 24-hour period, the ~~person may move the vehicle~~ may be moved to another lawful parking location within the City, but only if that location is at least one-half mile or 10 blocks from where the vehicle was parked in the previous 24 hours.

b. Within 500 feet of any other vehicle being used for camping.

c. Within 500 feet of any emergency housing facility approved under chapter [18.50](#) OMC.

d. Within 500 feet of any school.

3. A vehicle used for camping must be properly licensed and registered as required by state law and must be operational, i.e., capable of being started and driven under its own power, or capable of being towed if designed to be towed and may not be abandoned or left inoperable on City right-of-way or on City property.

4. ~~A person camping in a vehicle may not create or maintain open flame, a recreational fire or bonfire, a fire for burning garbage or refuse in, on, or around the vehicle used for vehicle camping. A cooking device that emits flame and a space heating device that emits flame is permitted, as allowed by laws and regulations applicable to such devices.~~

5.—A person camping in a vehicle on City right of way may not dump gray water (i.e., wastewater from baths, sinks, dishwashing, and the like) or black water (i.e., sewage) into any facility or place not intended for gray water or black water disposal, including storm drains.

6.—A person camping in a vehicle on City right of way may not store material outside the vehicle, except as incidental to short term loading or unloading of the vehicle.

7.—A person camping in a vehicle on City right of way may not build or erect any structure or structures connecting or attaching to the vehicle or in the immediate vicinity of the vehicle.

8.—A person camping in a vehicle on City right of way may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, or other items of no apparent utility on City right of way, on City property, or on any adjacent public or private property.

9.—A person camping in a vehicle on City right of way may not use any gas powered generator between the hours of 10:00pm and 8:00am.

10.—A person camping in a vehicle on City right of way shall keep all animals in that person's care or custody leashed or crated at all times when the animal is outside the vehicle.

C. Penalties for Violation.

1. a. The owner of a vehicle found in violation of subsections B.1, B.2, or B.3 of this section commits a civil infraction and is subject to a penalty of \$20.00, except that where the vehicle is used as the owner's only residence, the penalty is \$0.00. After three citations for violation of any of subsections B.1, B.2, or B.3 in one calendar year, the vehicle may be impounded under OMC ~~10.16.300~~. If the vehicle used for vehicle camping is the owner's only residence, a warning will be issued. After three written warnings for violation of this section in one calendar year, the vehicle may be impounded under OMC 10.16.300.

b. Police officers and Parking Services field representatives are hereby authorized to issue warnings as well as civil parking infractions for violations of subsections B(1), B(2), or B(3) of this section.

c. A vehicle used for camping that is in violation of subsection B.3 may be removed from the right-of-way under OMC ~~18.40.060(E)(4)~~ 10.16.040 or any other applicable state law or OMC.

2.—a.—A person violating subsections B(4), B(5), B(6), B(7), B(8), or B(9) of this section commits a civil infraction and is subject to a penalty of \$25. A person violating any of subsections B(4), B(5), B(6), B(7), B(8), or B(9) of this section a second time within an 18-month period commits a civil infraction and is subject to a penalty of \$50. A person violating any of subsections B(4), B(5), B(6), B(7), B(8), or B(9) of this section a third time within an 18-month period commits a misdemeanor and, if found guilty, is subject to a fine not to exceed one hundred dollars, or imprisonment not to exceed 90 days, or both fine and imprisonment.

b.—Police officers and code enforcement officers are hereby authorized to issue civil infractions for violations of subsections B(4), B(5), B(6), B(7), B(8), or B(9) of this section.

10.16.040 Abandoned Vehicle in City Right-of-Way -- Penalty for Violation

- A. A vehicle may not be abandoned on City right-of-way.
- B. For purposes of this section, a vehicle is "abandoned" if the vehicle meets one or more of the following criteria:
1. The vehicle has been parked on City right-of-way for 72 hours or more; City parking services staff may determine that a vehicle has been so parked based on obvious signs the vehicle has remained in that location for 72 hours or more, including there being an accumulation of material around the vehicle, such as dirt, leaves, trash, or other debris;
 2. The vehicle is not properly licensed and registered as required by state law and has been parked on the City right-of-way for 24 hours or more;
 3. The vehicle has obvious signs that it is in disrepair or is inoperable (i.e. not capable of being started and driven under its own power) and has been parked in the City right-of-way for 24 hours or more.
- C. A vehicle abandoned on City right-of-way may be tagged by a Parking Services field representative or police officer and a warning issued to remove the vehicle within 72 hours, and that failure to remove it may result in impound at the owner's expense.
- D. A vehicle abandoned in the City right-of-way in violation of subsection A may be impounded by order of a Parking Services field representative or police officer in accordance with OMC 10.16.300 or by a police officer or code enforcement officer pursuant to OMC [18.40.060\(E\)](#).

10.16.045 Blocking City Infrastructure Prohibited: -- Penalty for Violation

- A. When the City has posted a sign at a location giving notice that stopping, standing, or parking a vehicle in a manner that blocks City infrastructure is prohibited, no person may stop, stand, or park a vehicle in that location in violation of that sign, in a manner that prevents City personnel or any person acting on behalf of the City, from accessing City infrastructure.
- B. For purposes of this section, "City infrastructure" means the City water system managed under chapter 13.04 OMC, the City public combined sewer system managed under chapter 13.08 OMC, and the City municipal separate storm sewer system managed under chapter 13.16 OMC.
- C. ~~Penalty for Violation. The owner of a~~ Penalty for Violation. A vehicle parked in violation of this section ~~commits a civil~~ will be issued a parking infraction and is subject to penalty of \$95.00. After three citations for violation of this section, the vehicle may be impounded as provided for in OMC [10.16.300](#). ~~When necessary for the City to access City infrastructure, a vehicle parked in violation of this section may be immediately impounded at the owner's expense under OMC 10.16.300(A)(10).~~
- D. Emergency. In the event of an emergency requiring immediate access to City infrastructure, whether or not the area is signed as no parking, the City may tow a vehicle blocking City that infrastructure, as necessary to address the emergency.

10.16.050 Parking time limitations -- When applicable

Except as provided in OMC [10.16.030](#), Posted parking time limits on City streets and zones apply during the hours of 8:00 a.m. to 5:00 p.m. but do not apply on Saturdays or Sundays or those public holidays listed in RCW [1.16.050](#).

10.16.055 Residential Parking Program Established – Penalty for violation

A. There is established a Residential Parking Program through which a person who establishes that the person is a resident of a certain residential parking zone, as defined below, may participate in the Program and register with the City of Olympia Parking Services Program a vehicle or vehicles for which that person is the registered owner. If a person participates in the Program and registers a vehicle or vehicles through the Program, the registered vehicle(s) may be parked in the residential parking zone in which the participant resides, exempt from posted parking time limits and the requirement to pay hourly charges for pay parking spots, subject to the requirements and limitations of this section.

B. The residential parking zones within the City are:

1. Zone 1 - South Capitol Neighborhood Parking Zone 1: Area extending from, and including, Maple Park Avenue/16th Avenue SE to, and including, 21st Avenue SE, and from Interstate 5 to the east side of Capitol Way.
2. Zone 2 - South Capitol Neighborhood Parking Zone 2: Area extending from, and including, 15th Avenue SW to, and including, 17th Avenue SW, and from the center line of Capitol Way to the shoreline of Capitol Lake; also including the 1400 block of SW Columbia Street, the 1700 block of SW Sylvester Street, the 1700 block of SW Water Street, and the 1700 block of the west side of Capitol Way.
3. Zone 3 - South Capitol Neighborhood Parking Zone 3: Area extending from, and including, 18th Avenue SW to, and including, 24th Avenue SW, and from the center line of Capitol Way to the shoreline of Capitol Lake.
4. Zone 4 - East Jefferson Neighborhood: Area bounded by, but not including, Jefferson Street on the west, the Burlington Northern Railroad on the east, by, but not including, Union Avenue on the north, and bounded on the south by the access road to Interstate 5.
5. Zone 5 - Union Avenue Neighborhood: Area bounded by and including 8th Avenue on the north, by and including, 11th Avenue between Capitol Lake and Jefferson Street on the west and on Union Avenue between Jefferson Street and Plum Street on the south, and by Plum Street on the east.
6. Zone 6 - East Plum Street Area: Area bounded by and including Plum Street on the west and by, but not including, Eastside Street on the east, and by and including State Avenue on the north and by and including 8th Avenue on the south.
7. Zone 7 - Downtown Neighborhood: Area bounded by Capitol Lake/Budd Inlet on the west, by and including Market Street on the north, by, but not including, Plum Street on the east, and by, but not including, 8th Avenue on the south.

8. Zone 8 - Marina Residents: Area bounded by and including Market Street on the north, Budd Inlet on the west, by and including "B" Avenue on the south, and by and including Washington Street on the east.

C. To participate in the Residential Parking Program, a person must:

1. Be a resident of the applicable residential parking zone; a resident is a person who establishes that the person resides in the applicable residential parking zone and that the person's residence is adjacent to a timed or pay parking area. A person may participate in the Residential Parking Program only for so long as that person remains a resident of the applicable residential parking zone.

2. Pay in full all Olympia parking citations issued to such person for any vehicle or vehicles to be registered through the Residential Parking Program for which the person is the registered owner .

3. Pay all applicable fees. Fees for participation in the Residential Parking Program are as set forth in OMC Chapter [4.70](#).

4. Show or provide (as Parking Services may require) the following documentation to Parking Services:

a. Proof of Residency, as follows:

i. For Renters: A renter must prove residency at the applicable address by providing a copy of current official mail (such as a utility bill for service at the applicable address or bank statement) addressed to the address for which the person seeks to establish residency; and either a current residential lease or a notarized statement from the lessor verifying that the person is residing at the address for which the person seeks to establish residency; and .

ii. For Homeowners: A homeowner must prove residency at the applicable address by showing current official mail (such as a utility bill for service at the applicable address or bank statement) addressed to the address for which the person seeks to establish residency.

b. Current vehicle registration for each vehicle to be registered through the Program, reflecting that the person participating in the Program is the registered owner of the vehicle and reflecting that the vehicle is registered to the address for which the person seeks to establish residency.

c. Proof of vehicle insurance for the vehicle to be registered through the Program.

d. A valid driver's license.

e. Home-based Business Affidavit, consisting of a sworn statement that the following is true and correct:

i. All home occupation permits and licenses have been obtained and are current for home business occupations occurring at the address of residency.

- ii. The person applying for the parking permit resides either full or part-time at the address for which they are applying.
 - f. For residents of Zones 1, 2 and 3, an Off-street Parking Affidavit consisting of a sworn statement that the following is true and correct:
 - i. That any existing on-site parking at the address of residence is not leased or reserved for any person(s) not residing at said address.
- D. A person who meets the requirements for participation in the Residential Parking Program may register a vehicle or vehicles through the Program, subject to the following:
1. Vehicle limits for each zone are:
 - a. A resident in Zones 1, 2, and 3 may register up to a maximum of three vehicles per household (address) regardless of the number of licensed drivers (residents).
 - b. A resident in Zone 4 may register up to a maximum of four vehicles per household (address) regardless of the number of licensed drivers (residents).
 - c. A resident in Zones 5, 6, 7, or 8 may register one vehicle per licensed driver (resident), up to a maximum of four per household (address).
 - d. The Parking Services Supervisor is authorized to allow registration of additional vehicles in special circumstances or hardship cases .
 2. No boat, trailer, camper, recreational vehicle, or bus may be registered through the Residential Parking Program.
 3. No vehicle that exceeds the size of a parking stall may be registered through the Residential Parking Program.
 4. At all times, while it is registered through the Program, a vehicle must be currently registered to the Program participant and must be operable.
- E. A vehicle registered through the Residential Parking Program may be parked in the residential parking zone for which it is registered as follows, and subject to the following limitations:
1. A person participating in the Program may park any vehicle the person had registered through the Program in any legal on-street parking space within the zone in which the person resides, and such vehicle is exempt from parking time restrictions and payment requirements, as described below.
 - a. Zone 1 - South Capitol Neighborhood Zone 1: 1- and 2-hour timed, and 3-hour pay parking spaces.
 - b. Zone 2 - South Capitol Neighborhood Zone 2: 1-hour timed and 2-hour pay parking spaces.

- c. Zone 3 - South Capitol Neighborhood Zone 3: 1- and 2-hour parking spaces.
 - d. Zone 4 - East Jefferson Neighborhood: 2-hour parking spaces and 9-hour pay parking spaces.
 - e. Zone 5 - Union Avenue Neighborhood: 2-hour parking spaces and 9-hour pay parking spaces.
 - f. Zone 6 - East Plum Street Area: 90-minute parking spaces and 9-hour pay parking spaces.
 - g. Zone 7 - Downtown Neighborhood: 9-hour pay parking spaces.
 - h. Zone 8 - Marina Residents: 9-hour pay parking spaces.
2. A registered vehicle must be moved at least once every three days.

~~A. The owner of a~~ A vehicle found in violation of this section ~~commits~~ will be issued an overtime 1 parking violation, a civil infraction, and is subject to ~~the~~ a penalty as provided in OMC [10.16.080](#).

~~B. If a vehicle is found, pursuant to Section 10.16.055(D)(3), parked in the same location 24 hours later, the owner of such vehicle commits an~~ will be issued an chain overtime 2 parking violation, a ~~civil parking~~ infraction, and is subject to a ~~the~~ penalty as provided in OMC [10.16.080](#). A vehicle found in violation of this section may be impounded as provided for in OMC [10.16.300](#), after issuance of a 24-hour impoundment notice.

3. If a participant in the Residential Parking Program does not comply with the requirements and limitations of this ~~subsection~~, the City may remove such person from the Residential Parking Program ~~and rescind any vehicle registration issued to such person.~~

F. A visitor of a participant in the Residential Parking Program may park a vehicle in the residential parking zone for which the participant's vehicle(s) is registered and the visitor's vehicle is exempt from parking time restrictions and payment requirements, as follows, and subject to the following limitations:

- 1. A resident in Zone 1 who participates in the Residential Parking Program may apply for an exemption for a visitor's vehicle.
 - a. Visitor exemptions may only be issued for a visitor of a person residing at the address of residence. Exemptions are valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed 10 business days.
 - b. The number of visitor exemptions ~~are~~ is unlimited.
 - c. The participant must notify Parking Services of the participant's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.
- 2. Any resident in Zones 2 or 3 who participates in the Residential Parking Program may apply for an exemption for a visitor's vehicle.

- a. Visitor exemptions may only be issued for visitors of a person residing at the address of residence. Exemptions are valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed 10 business days.
- b. Visitor exemptions are limited to two vehicles per month January 1 through April 30.
- c. Visitor exemptions May 1 through December 31 are unlimited.
- d. The participant must notify Parking Services of the participant's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.

3. Any resident in Zones 4, 5, 6, 7, and 8 who participates in the Residential Parking Program may apply for an exemption for a visitor's vehicle.

- a. Visitor exemptions may only be issued for guests of people residing at the address of residence. Exemptions are valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed 10 business days.
- b. The Participant must notify Parking Services of the participant's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.

4. The Parking Services Supervisor may authorize an extension on the exemption period on visitor permits for licensed caregivers of disabled residents.

G. Administration and Enforcement procedures:

1. The Director of Public Works or the Director's designee shall establish methods and procedures to implement the provisions of this section. The methods and procedures must be designed to provide parking time limit exemptions to residents in the residential parking zones established above in an efficient and equitable manner in accordance with all applicable laws. The Director or designee may establish an annual residential permit renewal system.

2. ~~A person may not~~No vehicle may be found stopped, standing, or parked any vehicle on the streets within any of the residential parking zones established by this section for a consecutive period of more than one hour, or as indicated for a particular street in OMC [10.16.050](#), between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except recognized holidays, and except as may be provided for resident and visitor parking set forth by this section.

10.16.060 Parking adjacent to schools -- Penalty for violation

A. The Director of Public Works or the Director's designee may designate no parking zones upon that side of any street adjacent to any school property when such parking would interfere with traffic or create a hazard.

B. When official signs are posted indicating no parking upon the side of a street adjacent to any school property, ~~a person may not~~no vehicle may be parked a vehicle in any such designated place.

C. ~~Penalty for Violation. The owner of a~~ vehicle parked in violation of this section ~~commits a civil~~will receive a parking infraction and is subject to penalty of \$95.00. After three citations for violation of this section, the vehicle may be impounded as provided for in OMC [10.16.300](#).

10.16.070 Free parking zones

A. The Director of Public Works or the Director's designee may designate within Olympia two-hour, one-hour, and 90-minute free parking zones. Signs must be erected to designate these zones.

B. During a single day, between the hours of 8:00 am and 5:00 pm, ~~a person may park a vehicle~~ may be parked in a free parking zone for up to the maximum time posted in any one zone.

C. ~~15~~Fifteen-minute pay parking spots may be designated in the downtown area where the Director of Public Works or the Director's designee deems it necessary to accommodate short-term parking needs ~~of customers~~. No more than two ~~15~~fifteen-minute pay parking spaces may be designated on any block face.

10.16.080 Free Pparking limits -- Penalty for violation

A. ~~A person may not park any~~No vehicle shall be parked on a street, in a parking lot, or within a zone designated as timed parking for a period of ~~more time longer~~ than the indicated limits set forth pursuant to the time designated and within the limits outlined in OMC [10.16.050](#), or as otherwise provided in this chapter.

B. ~~A showing that a vehicle was found~~ parked in any on-street parking space or spaces within any one residential parking zone for more than the allowed time constitutes prima facie evidence that the vehicle has been parked in violation of this section. It is no defense that the vehicle has been moved from one parking space to another within the parking zone if the vehicle remains in the same zone at the end of the applicable time limit.

C. ~~The owner of a~~ vehicle found parked in a timed space or in a Residential Zones 4, 5, 6, 7, or 8, designated in OMC 10.16.055-A.2(A)(2), for more than the allowed time in violation of this section ~~commits will be issued an overtime 1 parking, a civil parking infraction with a penalty based on the number of times the designated time period has been consecutively exceeded.~~

D. Penalty for consecutive violation of timed parking limits.

(1) The first time period exceeded constitutes a parking infraction designated overtime 1 with a penalty of \$28.

(2) The second time period exceeded constitutes a parking infraction designated overtime 2 with a penalty of \$50.

(3) The third time period exceeded in residential zone 2, designated in OMC 10.16.055, constitutes parking infraction designated overtime 3 with a penalty of \$70.

(4) The fourth time period exceeded in residential zone 2, designated in OMC 10.16.055, constitutes parking infraction designated overtime 4 with a penalty of \$90.

~~, and is subject to a penalty of \$28.00. If a vehicle is found parked within Residential Zones 4, 5, 6, 7, or 8 for more than the allowed time in violation of this section for a second timed period, the owner commits a chain parking violation, a civil infraction, and is subject to a penalty of \$ 50.00.~~

~~D. The owner of a vehicle found parked in Residential Zones 1, 2, or 3, designated in OMC 10.16.055.A.2, for more than the allowed time in violation of this section commits overtime parking, a civil infraction, and is subject to a penalty of \$28.00. If a vehicle is found parked within a timed space or Residential Zones 1 or 3 for more than the allowed time in violation of this section for a second timed period, the owner commits an chain overtime 2 parking violation, a parking civil infraction, and is subject to a penalty of \$50.00.~~

~~E. If a vehicle is found parked in Residential Zone 2, designated in OMC 10.16.055(A)(2), for more than the allowed time in violation of this section for a second subsequent consecutive timed period, the owner of the vehicle commits a chain parking violation, a civil infraction, and is subject to a penalty of \$50.00. If a vehicle is found parked in Residential Zone 2 for more than the allowed time in violation of this section for a third timed period, the owner commits an overtime 3 second chain parking violation, a civil parking infraction, and is subject to a penalty of \$70.00.~~

~~F. If a vehicle is found parked in Residential Zone 2 designated in OMC 10.16.055(A)(2) for more than the allowed time in violation of this section for a fourth timed period, the owner commits an third chain overtime 4 violation parking, a civil parking infraction, and is subject to a penalty of \$90.00.~~

10.16.090 Sign posting

The Director of Public Works or the Director's designee shall post appropriate signs in established timed parking zones, and may post appropriate signs in other locations, to reasonably inform the public of parking regulations enacted in this Chapter. Neither failure of a person to observe any sign nor the nonexistence of a sign in a particular location is a defense to any violation of this Chapter.

10.16.100 Pay Parking spaces – Parking without paying or when payment expired prohibited — ~~Overtime parking prohibited~~ -- Penalty for violation

A. Parking without paying or when payment expired prohibited.

1. ~~A person may not~~It is a violation of this section for ~~park~~ a vehicle to be found parked in a pay parking space without ~~paying~~ payment having been made for parking in that space. ~~A person may not leave a~~No vehicle ~~may be left~~ parked in a pay parking space past the time paid for (i.e., when payment has expired) (for example, a person that has paid for one hour of parking in a parking space may not leave the vehicle parked in that space for more than one hour, unless the person has paid for additional parking time in that space).

2. Penalty for violation. ~~The owner of a~~A vehicle found in violation of this subsection ~~commits~~ will be ~~issued~~ an unpaid space violation, a ~~civil parking~~ infraction, and is subject to a penalty of \$28.00. ~~If after a vehicle is found in violation of this section and a civil infraction is issued, that vehicle is again found in the same spot, without having been moved, in continued violation of this subsection, the owner of the vehicle commits a chain parking violation, a civil infraction, and is subject to a penalty of \$50.00.~~

~~B. Overtime parking in pay parking spaces prohibited.~~

~~1. A person may not leave a vehicle parked in a pay parking space for a period of time longer than the time permitted for that parking space, no matter the time paid for that parking space (for example, a person may not leave a vehicle parked in a three-hour pay parking space for longer than three hours, even if the person had paid for more than three hours of parking).~~

~~2. Penalty for violation. The owner of a vehicle found in violation of this subsection commits an overtime parking violation, a civil infraction, and is subject to a penalty of \$28.00. If after a vehicle is found in violation of this section and a civil infraction is issued, that vehicle is again found in the same spot, without having been moved, in continued violation of this subsection, the owner of the vehicle commits a chain parking violation, a civil infraction, and is subject to a penalty of \$50.00.~~

~~CB. The Director of Community, Planning, and Economic Development~~Public Works or the Director's designee may sell nine-hour parking permits for use in designated nine-hour parking spaces. The permit fee and its duration must be set by the Director of ~~Community, Planning, and Economic Development~~Public Works or the Director's designee.

10.16.110 Parking of motorcycles, motor-driven cycles and mopeds within parking spaces - - Penalty for violation

A. More than one motor driven cycle, as defined in RCW [46.04.332](#) (including a motorcycle) or moped, as defined in RCW [46.04.304](#), may be parked within a single parking space within the City so long as any required payment is made and not allowed to expire and subject to the following additional provisions:

1. No more than three motor driven cycles or mopeds are allowed within a single parking space and each must be parked so as not to unreasonably interfere with other vehicles; and
2. Each motor driven cycle or moped is parked at an angle with the rear tire touching the curb and in a manner so as not to interfere with traffic; and
3. Any violation results in a citation being given to each motor driven cycle or moped then parked; and
4. Each motor driven cycle and moped must comply with the relevant time limit established for that parking space.

B. In all other regards, the motor driven cycle or moped must comply with all other applicable traffic and parking regulations.

~~C. A person may not park a~~No vehicle other than a motor driven cycle or moped shall be parked in a parking stall designated and signed as motorcycle parking only.

~~D. Penalties for violation. The owner of a~~A vehicle parked ~~found~~ in violation of this section ~~commits~~will be issued a civil parking infraction and is subject to a penalty of \$50.00.

10.16.120 Tampering with parking enforcement process is a violation -- Penalty for violation

~~A. Any vehicle found with~~ A person may not, with the intent of circumventing City parking enforcement process or the provisions of this chapter, erase Any vehicle found with chalk marks erased after they have

been placed on tires of vehicles by enforcement officers of the City to enforce the provisions of this chapter will receive a tampering parking infraction.

~~B. — and a person may not with the intent of circumventing that enforcement process or the provisions of this chapter tamper with any other enforcement process implemented by the officials~~Any vehicle found with a damaged or manipulated immobilization device after an immobilization device has been placed by enforcement officers of the City to enforce the provisions of this chapter will receive a tampering parking infraction.

~~B. — A person may not remove a meter hood that has been installed City staff, and anyone acting on behalf of City staff, unless authorized by City Parking Services staff.~~

~~C. — A person may not move a sign that has been placed by City staff, or anyone acting on behalf of City staff, unless authorized by City Parking Services staff.~~

~~D. — No person other than the Director of Public Works or the Director's designee may remove the immobilization device described in OMC Section 10.16.290, Immobilization, from any vehicle on which it has been installed.~~

~~E. — A person may not move any vehicle after it has been immobilized, before the immobilization device has been removed by the Director of Public Works or the Director's designee.~~

~~F. — With respect to any violation of this section, upon proof that the a person owned the vehicle at the time the immobilization device was installed and that the immobilization device was removed or the vehicle moved before the vehicle was removed from the scofflaw list, it is a rebuttable presumption that the owner of the vehicle removed the immobilization device or moved the vehicle or aided, abetted, or advised the person who did so.~~

~~G. — A person may not make unauthorized photocopies or replicas of parking permits.~~

~~H.C~~ A person who violates this section commits a civil vehicle found in violation of this section will receive a tampering parking infraction and is subject to a penalty of \$150.00.

10.16.140 City Public Parking Lots -- Regulations

This section, and OMC sections 10.16.150 and 10.16.160, applies to parking in City public parking lots, which are those lots owned, maintained, or operated by the City Parking Services, open to the public for parking, either for free, or on a pay-by-the-hour basis, pay-by-the-day basis, or on monthly paid permit basis. For purposes of the referenced sections, City public parking lots do not include those lots owned, maintained, and operated by the City's Parks, Arts, & Recreation Department, and those City lots reserved for City vehicles or City employees' vehicles.

A. When signs are erected giving notice thereof, ~~a person may not stop, stand, or park a~~ no vehicle may be found stopped, standing, or parked within any City public parking lot for a period of time longer than indicated, contrary to any restrictions, or without paying the applicable parking fee established under to OMC 10.16.140 through OMC 10.16.150. Violations of this section are set forth in OMC 10.16.080 and OMC 10.16.100, respectively.

B. A senior permit must be displayed and visible in windshield for parking in The Olympia Center on-site lot. ~~A vehicle found parked in violation commits a city parking lot senior lot violation, of this section is a parking infraction, and is subject to a penalty of \$50.~~

C. ~~A City public parking lot may only be used for parking, unless an activity is expressly authorized by a City-issued permit, lease, or unless the activity is conducted by the City. A City issued permit includes a right of way obstruction permit under OMC 12.24.100, a temporary use permit under OMC 18.06.060.Z, or a festival event permit under OMC 12.72.030.~~

D. ~~Overnight camping prohibited. A person may not camp overnight in any City public parking lot.~~

10.16.150 City Public parking lots and pay parking -- Fee schedules

The Director of Public Works or the Director's designee may establish a fee schedule for City public parking lots and for pay parking spots and the fees established by the Director or designee apply to City public parking lots and parking spots as set forth in the schedule. -

10.16.160 City Public Parking Lots -- Violations – Penalty for violation

A. ~~A person may not park a~~ (1) No vehicle may remain parked in a City public parking lot without paying the required payment for parking in that lot, if any, or without displaying a proper parking permit issued by the City. ~~A person may not leave a~~ (2) No vehicle may be left parked in a City public parking lot past the time paid for or with an expired parking permit. ~~The owner of aA vehicle found parked in violation of this subsection commits an unpaid space violation, a civil will receive a parking infraction, and is subject to the penalties in OMC 10.16.100(A).~~ Penalty for violation. A vehicle found parked in violation of this subsection commits an unpaid space parking infraction, subject to a penalty of \$28.00.

B. ~~A person may not leave a~~ No vehicle may remain parked in a City public parking lot for a period of time longer than the time permitted for parking in that parking lot, no matter the time paid for that parking lot (if any). ~~and the owner of a vehicle found in violation commits an overtime parking violation, a civil parking infraction, and is subject to the penalties in OMC 10.16.100(B).~~ A vehicle found parked in a timed space, for more than the allowed time in violation of this section will be issued an overtime parking infraction with a penalty based on the number of times the designated time period has been consecutively exceeded. The penalty for consecutive violation of timed parking limits for violating this subsection is as follows:

(1) The first time period exceeded constitutes a parking infraction designated overtime 1 with a penalty of \$28.

(2) The second time period exceeded constitutes a parking infraction designated overtime 2 with a penalty of \$50.

C. It is not a defense to a violation of subsection A(1) or A(2) above that a vehicle has been moved from one parking space to another within the parking lot if the vehicle remains in the lot at the end of the applicable time limit.

D. ~~Moving Requirement for Permit Holders. A vehicle with a City public parking lot permit must be moved within the lot at least every 48 hours. It is a violation of OMC 10.16.100 B if a vehicle is not moved as required in this subsection, and the owner of a vehicle found in violation commits an overtime parking violation, a~~

~~civil infraction, and is subject to the penalties in OMC 10.16.100 B. In addition, if the vehicle is not moved within 48 hours of the issuance of a civil infraction as to that vehicle, the vehicle may be impounded as provided in OMC 10.16.300.~~

10.16.210 Prohibited parking -- Penalty for violation

- A. ~~A person shall park a vehicle~~Vehicles must be parked within pavement markings that indicate parking stalls.
- B. In areas that are posted with direction-specific parking, ~~a person shall park~~vehicles must be parked according to the direction indicated on signs.
- C. ~~A person may not park~~No non-City vehicles are allowed to be parked in an area designated and signed for City vehicles only.
- D. ~~The owner of a~~A vehicle found in violation of this section ~~commits a~~will be issued a civil parking infraction ~~and is subject to a penalty of \$28.00.~~

10.16.220 General parking prohibitions -- Penalty for violation

- A. ~~A person may not~~No vehicle may be found stopped, standing, or parked a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:
 - 1. On a sidewalk or planting strip;
 - 2. In front of a public or private driveway or within five feet of the curb radius leading thereto, except in the parking meter zone or elsewhere where official parking meters, signs, or pavement markings designate a parking space nearer a driveway;
 - 3. Within, or within 20 feet of, an intersection;
 - 4. Within 600 feet of any place in the City where a fire, or other emergency to which emergency services personnel is responding, is in progress;
 - 5. On any marked crosswalk;
 - 6. Within 30 feet upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of a roadway, except in the parking meter zone or elsewhere where official parking meters, signs, or pavement markings designate a parking space nearer such beacon, sign, or signal;
 - 7. Within 30 feet of the nearest rail of a railroad crossing;
 - 8. Within 50 feet of the driveway entrance to any fire or police station or on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when official signs are posted;

9. Within 20 feet of a crosswalk at an intersection except in the parking meter zone or elsewhere where official parking meters, signs, or pavement markings designate a parking space nearer a crosswalk;
10. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
11. On the roadway side of any vehicle stopped or parked at the edge or curb of a street (double parking);
12. Upon any bridge or other elevated structure upon a highway, or within a highway tunnel or underpass;
13. At any place where official signs or markings prohibit stopping, standing, or parking;
14. Within 15 feet of any fire hydrant;
15. On any street in such manner as to block or interfere with the free use of the street, or any alley or driveway;
16. Within 30 feet of a posted bus stop sign;
17. In any marked or designated bus zone;
18. Along one side of a street or highway in a direction opposite to the traffic flow (facing the wrong direction);
19. Alongside yellow curb or yellow stripe;
20. Within or blocking any alley;
21. In a parking space that has been reserve hooded, barricaded, or sandwich boarded with, by, or at the direction of City of Olympia Parking Services staff for construction or other special circumstances;
22. Within a designated bike lane; or
23. Within a cul-de-sac or turnaround area, pursuant to the requirements in OMC 16.32.050.

B. Penalties for Violation. ~~The owner of a~~ vehicle found in violation of this section ~~commits a~~ will be issued a restricted parking ~~violation~~infraction, a parking violation, a civil infraction and is subject to a penalty of \$95.00. If a vehicle is found in violation of this section a second time, without the vehicle being moved for a period of one hour, ~~the owner of the vehicle commits a~~ second restricted parking ~~violation, a civil infraction~~ will be issued, and is subject to an additional penalty of \$95.00. If a vehicle is found in violation of this section a third time, without the vehicle being moved for a period of one hour, ~~the owner of the vehicle commits another~~ restricted parking ~~penalty violation, a civil infraction~~ will be issued, and is subject to another an additional penalty of ~~seventy five and no/100 dollars~~ (\$95.00).

C. Pursuant to OMC [10.16.300\(A\)\(7\)](#), a vehicle that has been found in violation of this section or has been deemed a hazard to motorists or pedestrians may be impounded.

D. Pursuant to OMC [10.16.300\(A\)\(8\)](#) , a vehicle that has occupied a parking space for 12 hours after the meter has been hooded or the space has been barricaded or sandwich boarded may be impounded.

10.16.230 Limitations to free on-street Parking for those with disability placards -- Penalty for violation

A. ~~A person may park a vehicle~~ Vehicles displaying a special parking placard or special license plate issued for disabled parking pursuant to Chapter [46.19](#) RCW may park free without charge in any non-reserved, on-street pay parking space for a maximum of four hours, where the four hour time limit is posted.

B. The time limit does not apply to on street parking signed with the symbol designating that space for disabled parking only.

C. ~~The owner of a~~ vehicle found in violation of this section ~~commits will be issued a civil parking~~ infraction and is subject to a penalty as provided in OMC [10.16.080\(C\)](#) and OMC [10.16.100\(B\)](#).

10.16.240 Vanpools -- Definition

For purposes of OMC [10.16.240](#) through [10.16.260](#), the term "vanpool" means a ride-sharing vehicle as defined in RCW [46.74.010](#), ~~to wit:~~ A passenger motor vehicle with a seating capacity not exceeding 15 persons including the driver while being used for commuter ride sharing or for ride-sharing for the elderly and the handicapped. Definitions of other terms set forth in RCW Chapter [46.74](#) are also incorporated into this section by reference ~~as though fully set forth~~.

10.16.250 Vanpool -- Parking limitation exemptions

With a proper permit issued pursuant to this chapter, vanpools, while being used in the manner described in RCW [46.74](#), are exempt from the following:

A. Payment at any nine-hour parking space located in the downtown area;

B. Compliance with parking time limitations established in residential areas.

10.16.260 Vanpools -- Permits

The Director of ~~Community, Planning, and Economic Development~~ Public Works or the Director's designee shall establish rules and regulations for the issuance of parking exemption permits for vanpools operating in accordance with RCW [46.74](#) and this chapter. Parking exemption rules may include time limitations for permits.

10.16.270 Delinquent Penalties

Any penalty imposed for a violation of any section in this chapter (including any sections of State law adopted by reference) that remains unpaid to the ~~Olympia Municipal Court~~ Thurston County District Court or if a payment schedule ~~therefor~~ is not arranged through the ~~Olympia Municipal Court~~ within ~~15-30~~ days of being assessed ~~are the penalty is~~ subject to increase or additional penalties may be added (or both) as follows:

A. The penalty for failure to respond to a notice of ~~civil parking~~ infraction related to parking is the amount of the infraction automatically increased by 100 percent, not to exceed a maximum of \$25.00;

B. If the penalty imposed for a violation of any section of this chapter, as increased, is not paid within 60 days of the date it was imposed:

1. The original unpaid balance plus any additional penalty will be turned over to a collection agency for collection and is subject to additional collection charges; and

2. The person assessed the penalty may be placed on the scofflaw list pursuant to OMC [10.16.280](#), and the person's vehicle may be subject to immobilization and/or impoundment ~~thereunder~~.

10.16.280 Parking Services' Scofflaw List

A. Creation of Scofflaw List. As frequently as practicable, the Director of ~~Community, Planning, and Economic Development~~ Public Works or the Director's designee shall ~~will~~ prepare and update a scofflaw list, consisting of vehicles that have been issued three or more parking tickets, which have gone unpaid more than 60 days after their issuance.

B. Civil Penalties to Cover Administrative Costs. ~~The owner of a~~ A vehicle on the scofflaw list is subject to a civil penalty in the amount specified in OMC Section [4.60.020](#) "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties," to cover costs of administering the scofflaw list. ~~The owner of a~~ A vehicle on the scofflaw list that is immobilized or impounded under this chapter is subject to a civil penalty in the amount specified in OMC Section [4.60.020](#) "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties," to cover the additional administrative costs of immobilization and/or impoundment.

C. Notice. City Parking Services staff shall give notice by first class mail to the registered owner of a vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list and:

1. The date and the nature of each ~~civil parking~~ infraction overdue and the amount due on each ~~civil parking~~ infraction;

2. That a scofflaw list fee in the amount specified in subsection B of this section has been imposed to cover administrative costs;

3. The total amount currently due;

4. A specific deadline for response, no less than 10 days after the date of mailing;

The notice required by this subsection is sufficient if mailed to the address provided by the Washington State Department of Licensing; provided, however, that if City Parking Services staff is unable, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is published once in a newspaper of general circulation in the City, posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provide notice to the vehicle owner or driver.

D. That the owner shall, by the deadline stated on the notice, respond to the notice. Response must be by paying the total amount due or requesting a hearing pursuant to subsection G, below.

E. That if the vehicle owner fails to respond within the prescribed time period, the listed vehicle is subject to immediate immobilization or impoundment pursuant to the procedures in OMC [10.16.290](#), payment of the civil penalties imposed under subsection B above, and payment of the costs of immobilization, towing and storage.

F. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in OMC [4.60.020](#) "Vehicle Immobilization Impoundment Costs, Fees, and Civil Penalties", and all towing and storage charges, City Parking Services shall remove such vehicle from the scofflaw list. If any ~~civil parking~~ ~~infraction for a parking violation~~ not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay, the vehicle owner must also pay such subsequent infraction ~~must also be paid~~ before the vehicle is removed from the scofflaw list.

G. The owner of a vehicle that is subject to the procedures of this section and OMC [10.16.300](#), Impoundment, is entitled to a hearing in the ~~Olympia Municipal~~ Thurston County District Court pursuant to RCW [46.55.120](#)(2)(b) to contest the validity of the immobilization, impoundment, or the amount of towing and storage charges. Any request for a hearing ~~and the resolution thereof~~ must be as set forth in RCW [46.55.120](#)(3), which is hereby adopted by reference.

H. A parking permit for a City-leased parking lot may not be issued for a vehicle on the scofflaw list.

10.16.290 Immobilization

A. If the owner of a vehicle to whom notice has been sent pursuant to OMC [10.16.280](#)(C) fails to respond to the notice within the deadline specified in the notice by paying all fines, fees, towing, storage, and administrative charges then due, including the amount(s) specified in OMC [4.60.020](#) "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties" so that the vehicle can be removed from the scofflaw list under OMC [10.16.280](#)(F), then, at the discretion of Parking Services staff or a police officer, such vehicle may be immobilized by installing on such vehicle a device known as a "boot immobilization device," which immobilizes the vehicle either by clamps and locks on to a wheel of the vehicle and impedes movement of such vehicle, or by attaching to the vehicle's windshield in such a manner to obscure the view of the driver, thereby preventing legal operation of the vehicle. The subsection does not apply if the owner of a vehicle to whom notice has been sent pursuant to OMC [10.16.280](#)(C) requests a hearing pursuant to OMC [10.16.280](#)(G) during the pendency of the appeal.

B. The person installing the immobilization device shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that such vehicle has been immobilized by the City of Olympia for failure to pay three- or more uncontested parking tickets within 60 days of their issuance, that release of the immobilization device may be obtained by paying the fines, fees, and civil penalties due, that unless such payments are made within two business days of the date of the notice, the vehicle will be impounded, and that it is unlawful for any person to remove or attempt to remove the immobilization device, to damage the immobilization device, or to move the vehicle with the immobilization device attached.

C. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by an immobilization device installed under the provisions of this section.

D. Unless otherwise ordered by the ~~Olympia Municipal~~ Thurston County District Court following an appeal hearing, before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall pay all fines and fees then due, including the amounts specified in OMC Section [4.60.020](#) "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties." Upon such payment, the vehicle must be

removed from the scofflaw list, and the City Parking Services staff shall authorize the removal of the immobilization device from the vehicle. If any ~~civil parking~~ ~~infraction for a parking violation~~ not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent infraction must also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

10.16.300 Impoundment

A. At the discretion of City Parking Services staff or a police officer, the following vehicles may be impounded:

1. A vehicle for which five or more ~~civil parking~~ ~~infractions for parking violations~~ have been issued that are unpaid 60 or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to OMC [10.16.280\(C\)](#) and the owner fails to respond to the notice within the deadline specified in the notice by paying all fines, fees, towing, storage, and administrative charges so that the vehicle can be removed from the scofflaw list under OMC [10.16.280\(F\)](#), or by requesting a hearing pursuant to OMC [10.16.280\(G\)](#); or
2. A vehicle that was immobilized pursuant to OMC Section [10.16.290](#) and the vehicle's owner failed to pay all fines, fees, and administrative charges within two- business days of the date the vehicle was immobilized so that the vehicle can be removed from the scofflaw list under OMC [10.16.280\(F\)](#); or
3. A vehicle for which three ~~civil parking~~ infractions for parking in violation of OMC [10.16.030](#) "Recreational Vehicles..." within any one calendar year and for which notice of impoundment has been securely attached to and conspicuously displayed on the vehicle 24 hours prior to such impoundment; or
4. A vehicle found in violation of OMC Section [10.16.055\(D\)\(3P\)](#) "Residential Parking Program..." and for which notice of impoundment has been securely attached to and conspicuously displayed on the vehicle 24 hours prior to such impoundment; or
5. A vehicle found in violation of OMC Section [10.16.160\(DF\)](#), "City Public Parking Lots..." ;
6. For Police Officers, Aas otherwise authorized by the Model Traffic Code as adopted by reference in the Olympia Municipal Code;
7. A vehicle for which a notice of ~~civil a parking~~ infraction has been issued ~~and where the vehicle is~~ deemed a hazard to motorists or pedestrians;
8. A vehicle that has occupied a pay parking space 12 hours after the space has been hooded, barricaded, or sandwich boarded for reservation, if the vehicle's ~~owner~~ has been issue a notice of ~~civil parking~~ infraction for a meter hood violation; or
9. A vehicle that has occupied a load zone for 24 hours, if ~~the vehicle's owner has been issued a~~ notice of ~~civil parking~~ infraction has been placed on the vehicle for citing a load zone violation.
10. A vehicle that is blocking access to City infrastructure at a properly signed location on City property or on City right of way in violation of OMC [10.16.045](#). ~~The vehicle may be immediately impounded if the~~

~~driver refuses to remove the vehicle after being informed by City staff that the vehicle is blocking access to City infrastructure and that it must be moved immediately. If no one responsible for the vehicle is on site with the vehicle and cannot be requested to remove the vehicle or if the driver is requested to move and refuses, City staff may immediately impound the vehicle at the owner's expense.~~

11. A vehicle for which three ~~civil parking~~ infractions have been issued for parking in violation of OMC 10.16.035 subsections B(1), B(2), or B(3) within any one calendar year and for which notice of impoundment has been securely attached to and conspicuously displayed on the vehicle 24 hours prior to such impoundment.

12. A vehicle found in violation of 10.16.040 that has been abandoned in the right of way for 24 hours for which notice of impoundment has been securely attached to and conspicuously displayed on the vehicle 72 hours prior to such impoundment.

B. The Parking Services Field Representative or police officer, as applicable, shall use the uniform impound authorization and inventory form provided for by administrative rule by the Washington State Patrol pursuant to RCW [46.55.075](#).

C. If a vehicle has been impounded pursuant to OMC [10.16.290](#), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including the amounts specified in OMC [4.60.020](#) "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties", and all towing and vehicle storage charges. Upon such payment, the vehicle must be removed from the scofflaw list. If any ~~civil parking~~ ~~infraction for a parking violation~~ not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent infraction must also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

D. If a vehicle has been impounded for a violation of OMC [10.16.030](#), 10.16.040, 10.16.045, [10.16.055](#), or [10.16.160](#) the vehicle may be immediately released from impound upon payment of all impound, tow, and any other charges due the tow company.

10.16.310 Downtown Carpool Parking Program – Penalty for violation

A. There is hereby established a Downtown Carpool Parking Program (Program) within the City of Olympia downtown core. Program participants who are properly registered and in compliance with the requirements of this chapter may park without payment in any nine-hour parking space within the downtown core.

B. The Director of ~~Community, Planning, and Economic Development~~Public Works or the Director's designee may establish policies and procedures for administration of the Program.

C. Definitions:

1. Downtown core: The area in the City of Olympia within the boundaries of Market Street to the North, 16th Street/Maple Park Avenue to the South, Capitol Lake/Budd Inlet to the West, and Eastside Street to the East.

2. Carpool: Two or more individuals who reside outside of the downtown core as defined in this chapter and who are each employed within the downtown core, commuting together in one vehicle to their respective places of employment.

D. Requirements and responsibilities for participation in the Downtown Carpool Parking Program.

1. The following requirements must be met in order to participate in the Program:

a. Each carpool member must individually:

- i. Submit all required information to the ~~Community, Planning, and Economic Development~~ Public Works Department, Parking Services;
- ii. Reside outside of the downtown core and submit any proof of residency as may be required by Parking Services staff;
- iii. Be a current employee or employer of a business in the downtown core and submit proof of such status as may be required by Parking Services staff;
- iv. Timely pay the required administrative per-person fee to participate in the Program;
- v. Obtain from Parking Services a proper permit and display such permit together with at least one other member's permit on the dash of the carpool vehicle in plain view from the outside of the vehicle to be eligible to park free of nine hour charges for that day;
- vi. Immediately notify Parking Services of any change in status and provide current information.
- vii. Renew permit before the first day of the next month to maintain active permit status.

b. Each carpool driver must:

- i. Submit all driver and vehicle information to the ~~Community, Planning, and Economic Development~~ Public Works Department, Parking Services, as Parking Services staff may require and pay any required fees;
- ii. Ensure that at least two carpool member permits are displayed on the dash of the carpool vehicle in plain view from the outside of the vehicle in order to be eligible to park free of nine hour charges for that day;
- iii. Maintain and provide proof of a valid vehicle registration and insurance for the vehicle participating in the Program;
- iv. Maintain and provide proof of a valid driver's license;
- v. Immediately notify Parking Services of any change in status and provide current information.

E. Violations/Penalties. Failure to follow any of the requirements of this chapter constitutes a violation and may result in any one or a combination of the following:

1. Suspension from the Program for a period of time established by the Director of ~~Community, Planning, and Economic Development~~Public Works or the Director's designee;
2. Denial of continued and/or future participation in the Program;
3. ~~Civil-Parking~~ infraction, ~~subjecting the violator~~subject to a penalty of \$40.00 ~~to the registered vehicle owner~~ for each violation.

10.16.320 Parking unregistered or unlicensed vehicles on ROW or other City property – Penalty for violation

- A. A person may not park a vehicle on City right of way or other City property unless a valid license plate is properly affixed to the vehicle and such license plate displays current registration tabs in compliance with Washington state law.
- B. If a vehicle is found in violation of this section, ~~the owner of the vehicle commits a~~ civil-parking ~~infractio~~n and ~~is~~will be issued and subject to a penalty of \$38.00.

Section 2. Amendment of OMC 10.20. Olympia Municipal Code Chapter 10.20 is hereby amended to read as follows:

Chapter 10.20
MISCELLANEOUS REGULATIONS

10.20.000 Chapter Contents

Sections:

- [10.20.010](#) One-way streets and alleys.
- [10.20.040](#) Curb-loading zone designation taxi zones – passenger and freight – Penalty for violation.
- [10.20.090](#) ~~Civil citation~~ Parking infraction authority -- Parking Services Field Representatives.

10.20.010 One-way streets and alleys

Upon those streets and parts of streets and in those alleys designated by the City as one way, a person may drive a vehicle only in the indicated direction when signs indicating the direction of traffic are erected and maintained at every intersection where movement in the opposite direction is prohibited, and a person may drive a vehicle passing around a rotary traffic island only to the right of such island.

10.20.040 Curb-loading zone designation taxi zones – passenger and freight – Penalty for violation

The Director of Public Works or the Director's designee may determine the location of passenger and freight curb-loading zones including taxi zones, and shall place and maintain appropriate signs indicating the same and stating the hours during which the provisions of this section are applicable. A time limit of 15 to 30 minutes must be established in said areas.

- A. No person or business may be granted the right, use, or franchise for vehicle parking on any portion of the surface area of any public highway to the exclusion of any other like person or business.

B. ~~A person may use a~~Parking in an area designated as a loading zone will only be allowed with a permit or in a commercial vehicle as defined in RCW 46.04.1402 for the express purpose of loading/unloading passengers or merchandise, as indicated by posting of signs; a ~~person-vehicle~~ may not use be parked in a loading zone for any other purpose.

C. Merchandise is defined as large/bulky items that are in excess of 10 pounds.

D. Vehicles utilizing loading zones must have emergency flashers on.

E. ~~Penalty for Violation. A person who violates~~vehicle found in violation of this section ~~commits~~ will be issued a ~~load zone violation, a civil parking~~ infraction, and is subject to a penalty of \$\$95.00.

F. A vehicle for which a ~~civil parking~~ infraction has been issued for violation of this section may be impounded pursuant to OMC [10.16.300](#).

~~10.20.090 Civil citation~~ Parking infraction authority -- Parking Services Field Representatives

City of Olympia Parking Services Field Representatives may issue ~~civil parking citations~~ infractions for violation of the following:

OMC Section 10.16.020	Parking prohibited at all times on certain streets -Penalty for violation
OMC Section 10.16.030	Recreational vehicle parking on city streets over 24 hours prohibited without permit – Penalty for violation
OMC Section 10.16.055	Residential Parking Program Established
<u>OMC Section 10.16.035</u>	<u>Vehicle Camping</u>
<u>OMC Section 10.16.040</u>	<u>Abandoned Vehicles</u>
<u>OMC Section 10.16.045</u>	<u>Blocking City Infrastructure</u>
<u>OMC Section 10.16.160</u>	<u>Leased Lots</u>
<u>OMC Section 10.16.230</u>	<u>ADA Overtime</u>
OMC Section 10.16.060	Parking adjacent to schools
OMC Section 10.16.070	Free parking zones
OMC Section 10.16.080	Free p <u>arking limits</u> -Penalty for violation
OMC Section 10.16.100	Overtime parking prohibited in pay parking areas <u>Pay Parking spaces – Parking without paying or when payment expired prohibited</u> -- Penalty for Violation
OMC Section 10.16.110	Parking of motorcycles, motor-driven cycles and mopeds within pay parking spaces
OMC Section 10.16.120	Tampering with parking enforcement process is a violation
OMC Section 10.16.130	Parking meters-Methods of fee payment: coins, prepaid cards, credit/debit cards and permits

OMC Section 10.16.140	City parking lots-Regulations
OMC Section 10.16.210	Prohibited parking
OMC Section 10.16.220	General parking prohibitions
OMC Section 10.16.240	Vanpools-Definition
OMC Section 10.16.250	Vanpool-Parking limitation exemptions
OMC Section 10.16.260	Vanpools-Permits
OMC Section 10.18.020	Truck and Trailer Parking In Residential Areas – Unlawful in residential areas
OMC Section 10.20.040	Curb-loading zone designation taxi zones – passenger and freight
RCW 46.19.050	Special parking for disabled persons -- Penalties -- Enforcement.
RCW 46.08.185	Electric vehicle charging stations – Signage – Penalty.

Section 3. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances remain unaffected.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 6. Declaration of Emergency and Effective Date. For the reasons set forth in the legislative recitals above, the Olympia City Council finds that a public emergency exists and in order to protect the public health, safety, property and general welfare, this Ordinance shall become effective immediately.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING CHAPTER 2.14 OF THE OLYMPIA MUNICIPAL CODE (OMC) TO DECLARE ALL REFERENCES IN THE OMC TO THE OLYMPIA MUNICIPAL COURT TO BE DEEMED REFERENCES TO THURSTON COUNTY DISTRICT COURT AND TERMINATING THE OLYMPIA MUNICIPAL COURT, DECLARING AN EMERGENCY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Olympia created a municipal court, which was later amended pursuant to the Court Improvement Act, codified as Chapter 3.50 RCW, in Olympia Municipal Code (OMC) Chapter 2.14, with such court known as the Olympia Municipal Court; and

WHEREAS, the Olympia Municipal Court is located in the Lee Creighton Justice Center, which was originally constructed in 1966, at which time it served as the Olympia City Hall. After 2011, it was repurposed as a justice center. The courtroom was renovated in 2019. Subsequently, a Building Condition Assessment was completed, which examined the ability of the Lee Creighton Justice Center to continue to serve as a justice center and house the Olympia Municipal Court. Unique challenges were identified that posed substantial costs regarding continued use of the justice center; and

WHEREAS, an investigation commenced into replacing or relocating the Olympia Municipal Court. On April 8, 2025, the Olympia City Council authorized the sale of the Lee Creighton Justice Center to the Squaxin Island Tribe for future redevelopment of the property. Three options were explored for relocation of the Olympia Municipal Court, including (1) leasing commercial office space; (2) relocating all programs and services to City-owned buildings such as 108 State Avenue and Olympia City Council Chambers, and (3) relocating prosecution, victim and domestic violence assistance programs and public defense to other City-owned buildings and exploring the transition of judicial services to Thurston County; and

WHEREAS, on April 22, 2025, the Olympia City Council in Resolution No. M-2604 legislatively found of the three options available to the City of Olympia, the most economically feasible was to enter into an interlocal agreement with Thurston County for Thurston County District Court to provide judicial services, jail alternatives, and supervised probation services, and to terminate the Olympia Municipal Court upon six months' notice to the Administrative Office of the Courts, as permitted by state law and the Court Improvement Act, Chapter 3.50 RCW, and Chapter 39.34.RCW; and

WHEREAS, pursuant to RCW 39.34.180, on July 29, 2025, the City of Olympia entered into a negotiated Interlocal Agreement with Thurston County for costs associated with direct filing of cases in Thurston County District Court. Subsequently, on August 4, 2025, the City of Olympia gave six months' notice to the Administrative Office of the Courts (AOC) of the City's intent to terminate its municipal court and commence filing cases in Thurston County District Court in accordance with RCW 3.50.805; and

WHEREAS, the Olympia City Council legislatively finds that the decision to terminate the Olympia Municipal Court and to directly file cases in Thurston County District Court commencing February 5, 2026, supports the health, safety and welfare of the residents of the City of Olympia, and is in the best interests of the residents of the City of Olympia; and

WHEREAS, pursuant to RCW 3.50.060, the City of Olympia wishes to terminate its municipal court effective at midnight February 4, 2026; and

WHEREAS, due to the time constraints to complete the transition on time, the Olympia City Council finds a public emergency exists to protect public health, safety, and welfare;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 2.14. Chapter 2.14 of the Olympia Municipal Code, "MUNICIPAL COURT," is hereby amended to read as follows:

2.14.010 Established

~~The Olympia municipal court operates pursuant to RCW Chapter 3.50. The current references in City Ordinances and in the Olympia Municipal Code to the Olympia Municipal Court or the municipal court of Olympia, shall be hereafter references to the District Court in and for the State of Washington for Thurston County.~~

~~**2.14.020 Powers and duties—Jurisdiction**~~

~~The municipal court shall possess such jurisdiction and shall exercise such power and duties as are set~~

~~**2.14.030 Olympia Municipal Court Judge's salary**~~

~~A.—The salary for the Olympia Municipal Court Judge position shall be set at 95% of a district court judge's annual salary.~~

~~B.—The Olympia Municipal Court Judge's salary shall automatically be adjusted on the same date and to an amount equal to 95% of the salary of district court judges as set by the Washington Citizens' Commission on Salaries for Elected Officials, which was established pursuant to the authority granted in Article 28 of the Washington State Constitution, RCW 43.03.300, RCW 43.03.305, and RCW 43.03.310.~~

Section 2. Compliance. The City of Olympia has complied with RCW 39.34.180, RCW 3.50.060, and RCW 3.50.805, and hereby terminates its municipal court, effective at midnight February 4, 2026.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 4. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected and shall not affect the validity of the remainder of the ordinance, or the validity to other persons or circumstances.

Section 5. Declaration of Emergency and Effective Date. For the reasons set forth in the legislative recitals above, the Olympia City Council finds that a public emergency exists and in order to protect the public health, safety, property and general welfare of the residents of the City of Olympia, this Ordinance shall become effective immediately.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON VACATING A PORTION OF AN ALLEY RIGHT-OF-WAY SOUTH OF LEGION WAY, BETWEEN ADAMS AND JEFFERSON STREET

WHEREAS, the Olympia City Council adopted Resolution No. M-2668 on November 10, 2025, setting a public hearing to allow public comment relating to a petition to vacate a portion of an alley right-of-way south of Legion Way, between Adams and Jefferson Street as a public thoroughfare; and

WHEREAS, as required by OMC 12.16.050, written notice of the proposed vacation and public hearing was posted at Olympia City Hall, posted on site, and mailed to all property owners abutting and within 300 feet of the boundaries of the rights-of-way to be vacated; and

WHEREAS, a public hearing was held by the Olympia City Council on said petition on December 9, 2025, at the City Council's regular 6:00 p.m. business meeting; and

WHEREAS, the City has received no comments objecting to the vacation from any member of the public nor from any utility provider regarding this vacation; and

WHEREAS, in conjunction with the City's vacation of the subject right-of-way, the Applicant is granting the City a utility easement, for sewer service; the provision of this utility easement is a necessary condition of the vacation of the subject right-of-way; and

WHEREAS, the Public Works Department has indicated the property has no known current or foreseeable future use to the City as a right-of-way, provided the utility easement referenced above is granted to the City; and

WHEREAS, the City Council determines it to be in the public interest to grant the petition to vacate a portion of an alley right-of-way south of Legion Way, between Adams and Jefferson Street as a public thoroughfare, subject to the requirements of OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcel(s), the Olympia City Council, pursuant to OMC 12.16.050 and RCW 35.79.010, hereby vacates as a public thoroughfare the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

THAT PORTION OF THE EAST-WEST ALLEY ADJACENT TO LOTS 4 AND 5 OF BLOCK 46 OF SYLVESTER'S PLAT AS RECORDED IN VOLUME 1 OF PLATS, PAGE 14, RECORDS OF THURSTON COUNTY, WASHINGTON, LYING WESTERLY OF JEFFERSON ST AND ADJACENT TO AND EASTERLY OF ALLEY VACATION 1282 IN SAID BLOCK 46 (BEING APPROXIMATELY 10 FEET WIDE BY 60 FEET LONG);

TOGETHER WITH THE EAST HALF OF THE NORTH-SOUTH ALLEY IN SAID BLOCK46, LYING SOUTH OF THE NORTH LINE OF THE EAST-WEST ALLEY OF SAID BLOCK 46 AND LYING NORTH OF THE SOUTH LINE OF SAID EAST-WEST ALLEY (BEING APPROXIMATELY 10 FEET WIDE BY 5 FEET LONG);

SITUATE IN THE CITY OF OLYMPIA, COUNTY OF THURSTON, STATE OF WASHINGTON.

Section 2. The vacation meets the criteria set forth in OMC 12.16.100, which is summarized as follows:

- The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety, or welfare.
- The subject right-of-way is not needed for general access, emergency services, utility facilities, or other similar public purposes, nor is it necessary as part of a long-range circulation plan, pedestrian/bicycle pathway plan or street improvement plan. This criteria is met because the Applicant is granting the utility easement referenced in the recitals above.
- The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies.
- The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment, or otherwise negatively affect environmentally sensitive areas.

Section 3. Method of Calculation for Required Compensation. The owners of the abutting property shall make payment to the City; each abutting property owner shall pay to the City the appraised value of the property to be acquired as a result of this vacation. Such compensation must be calculated based on an appraisal of the value of the affected rights-of-way, completed by a qualified appraiser.

Section 4. Effective Date. This Ordinance is not effective until the owners of the abutting property make payment required under OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030 for the area vacated and the Applicant grants to the City the utility easement referenced in the recitals above. Failure of the abutting property owners to make payment within 90 days of the passage of this Ordinance automatically (without further Council action) voids the petition and the vacation of right-of-way approved by this Ordinance. If payment is made immediately upon approval of the Ordinance, the Ordinance take effects five days after passage and publication.

PASSED BY THE OLYMPIA CITY COUNCIL this ____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS

TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

Certification of Payment. I, Sean Krier, City Clerk, hereby certify that an amount equal to one-half of the appraised value of property above vacated was ___ was not ___ received within the required Timeframe.

CITY CLERK

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
DECLARING AN EMERGENCY AND WAIVING COMPETITIVE BIDDING REQUIREMENTS
TO COMPLETE FLOODING MITIGATION MEASURES AT 28TH AVENUE IN THE CITY OF
OLYMPIA**

WHEREAS, in the last several years 28th Avenue, west of Cooper Point Road, has experienced periodic localized water over the roadway which requires people who live off 28th Avenue and Aztec Drive to drive through standing water; and

WHEREAS, during December 2025, the City of Olympia received a historic amount of rainfall as a series of atmospheric rivers impacted the region; and

WHEREAS, as a result of these storms, 28th Avenue has been in a continual state of flooding which poses a serious safety risk to the public traveling through the area; and

WHEREAS, 28th Avenue is the only available route to access Aztec Drive and driveways along 28th Avenue; and

WHEREAS, on December 18, 2025, the City Engineer determined that the 28th Avenue flooding was an emergency since it presents a real, immediate threat and danger to the traveling public and will likely result in further material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; and

WHEREAS, RCW 39.04.280 defines an emergency as “unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken;” and

WHEREAS, RCW 39.04.280 provides for an exemption from competitive bidding requirements for public works in the event of an emergency and that, “if a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record;” and

WHEREAS, pursuant to OMC 3.16.030 and City Policy, authority has been delegated to the City Engineer to declare any public work an emergency so long as it meets the criteria set forth in RCW 39.04.280; and

WHEREAS, the City Engineer determined that the situation on 28th Avenue constituted an emergency as defined in RCW 39.04.280, declared an emergency, and thereafter entered into a contract without calling for bids with Sound Pacific Construction for emergency measures to mitigate flooding in the area;

NOW, THEREFORE, BE IT RESOLVED that the Olympia City Council finds, declares, and affirms the actions of the City Engineer in that the flooding of 28th Avenue constituted an emergency as defined in RCW 39.04.280 because residents, service and emergency vehicles, and other users of 28th Avenue being required to drive through standing water to access the area presented a real, immediate threat to public safety and property.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

City of Olympia

Progressive Design-Build Contract

Hands on Children’s Museum Expansion Project

Contract Amendment No. 2 (Phase 1 Amendment)

OWNER:

The City of Olympia
PO Box 1967
Olympia WA 98507-1967

DESIGN-BUILDER:

FORMA Construction Company
500 Columbia St NW
Suite 201
Olympia WA 98501

PROJECT:

Hands on Children’s Museum Expansion Project

The Owner and Design-Builder hereby amend the Progressive Design-Build Contract (the “Contract”) dated September 30, 2025. This Contract Amendment No. 2 is made as of January 27, 2026.

The Owner and Design-Builder agree as follows:

A. Phase 1 Amendment Price and Scope

- 1 Phase 1 Price.** As agreed by the Owner and Design-Builder, the Phase 1 Price shall not exceed Two million one hundred and twelve thousand and five hundred Dollars (\$2,112,500), exclusive of WSST and subject to additions and deductions by Change Order as provided in the Design-Build Documents.
- 2 Phase 1 Billing Rates and Scope.** Design-Builder’s all-inclusive billing rates Phase 1 Scope are set forth in **Exhibit A** hereto. As provided in Section 2.2 of the Contract,

Exhibit A (Phase 1 Billing Rates and Scope) is incorporated as and shall constitute Exhibit D (Phase 1 Work) to the Contract.

3 Contract Price Amendment Summary. The current authorized Contract Scope and Contract Price (exclusive of WSST) is summarized as follows:

Scope	NTE Contract Price
Validation Phase	\$ 555,590
Unused Validation Phase Continuity, Allowances, and Reimbursables transfer to Owner Savings/ Owner Contingency (to be held within DB Contract for Owner use)	(Refer to Cost Management Adjustment #01 included in this amendment)
Unused Validation Phase Contingency transfer to Owner Contingency (to be held within DB Contract for Owner use)	(Refer to Cost Management Adjustment #02 included in this amendment)
Phase 1 (Phase 1 Work)	\$2,112,500
Current NTE Total DB Contract	\$2,668,090

B. Other Contract Amendments

1 Section 2.12 of the General Conditions of Contract is modified and amended as follows:

2.12.1 Design-Builder shall perform all design services under this Contract in accordance with the applicable built environment requirements of the Washington State Department of Children, Youth, and Families (DCYF). These requirements relate solely to the physical or built environment of the potential preschool classrooms and supporting toilet facilities and shall include, but are not limited to:

- Compliance with DCYF facility design and construction standards, including requirements for safety, security, spatial configuration, and environmental quality;
- Adherence to applicable state and local building codes, fire and life safety regulations, accessibility standards (including the Americans with Disabilities Act and the Washington State Accessibility Code), and public health codes; and
- Coordination with DCYF or its representatives, as necessary, to ensure the Construction Documents meet the physical environment standards applicable to the Project’s use or licensing requirements.

2.12.2 Design-Builder shall not be responsible for programmatic, operational, or service delivery compliance under DCYF rules or policies.

2.12.3 Design-Builder shall incorporate all applicable DCYF built environment standards into the Construction Document and shall advise Owner of any known conflicts between DCYF physical environment requirements and applicable codes or regulations.

OWNER:

City of Olympia

(Signature)
Steven J. Burney
City Manager

Date: _____

DESIGN-BUILDER:

Forma Construction Company

Brian Rich
(Signature)
Brian Rich
Principal & PDB Project Executive
Forma Construction Company

Date: 01/22/2026

Approved as to Form:

Mark Barber

(Signature)
Mark Barber
City Attorney
City of Olympia

Date: 01/22/2026





REQUEST FOR AUTHORIZATION – COST MANAGEMENT ADJUSTMENT # 01

Date: January 6th, 2026

To: Jim Rioux, Project Manager, City of Olympia – Public Works Engineering
 Jeff Johnstone, City Engineer, City of Olympia – Public Works Engineering
 CC: Heather Hocklander, Project Manager, Parametrix
 From: Heather Skeeahan, Senior Project Manager, Forma Construction
 Subject: Request for Authorization – Contingency, Allowance, or Owner Savings Transfer

TYPE OF ACTION (check all that apply):

- Request Use of Design-Builder’s Contingency (Contract §7.7.2)
- Request Use of Allowance (Contract §7.8.3)
- Transfer of Funds to Owner Savings/ Contingency (held in DB contract for Owner Use until Change Order/Amendment to deduct out of contract)

DESCRIPTION OF EVENT / SCOPE / COST RECONCILIATION:

Funds to be transferred from Validation Precon/Design Continuity Allowance to owner contingency. Transfer of scope savings and reimbursibles captured in Validation Phase to Owner Savings.

AMOUNT

Description	Cost
Validation Phase – unused Precon/Design Continuity Allowance transfer to owner savings/contingency	\$100,000.00
Validation Phase – unused allowances transfer to Owner Savings	\$8,068.60
Validation Phase – Unused reimbursibles transfer to Owner Savings	\$1,000.00
Total Amount:	\$109,068.60

Design-Build Signature:  Name/Title: Heather Skeeahan, SPM Date: 01/06/2026	Owner: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Deferred Signature:  Name/Title: Jim Rioux, Project Manager Date: 01/06/26
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*Reviewed 1.6.26
 [Signature]*



REQUEST FOR AUTHORIZATION – COST MANAGEMENT ADJUSTMENT # 02

Date: January 6th, 2026

To: Jim Rioux, Project Manager, City of Olympia – Public Works Engineering
 Jeff Johnstone, City Engineer, City of Olympia – Public Works Engineering
 CC: Heather Hocklander, Project Manager, Parametrix
 From: Heather Skeehan, Senior Project Manager, Forma Construction
 Subject: Request for Authorization – Contingency, Allowance, or Owner Savings Transfer

TYPE OF ACTION (check all that apply):

- Request Use of Design-Builder’s Contingency (Contract §7.7.2)
- Request Use of Allowance (Contract §7.8.3)
- Transfer of Funds to Owner Savings/ Contingency (held in DB contract for Owner Use until Change Order/Amendment to deduct out of contract)

DESCRIPTION OF EVENT / SCOPE / COST RECONCILIATION:

Funds to be transferred from Validation Phase professional services contingency to owner contingency.

AMOUNT

Description	Cost
Validation Phase – unused Professional Services Contingency transfer to owner contingency	\$30,000.00
Total Amount:	\$30,000.00

Design-Builder: _____ Signature:  Name/Title: Heather Skeehan, SPM Date: 01/06/2026	Owner: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Deferred Signature:  Name/Title: Jim Rioux, Project Manager Date: 01/06/26
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reviewed 1.6.26




SUPPORTING DOCUMENTATION

- Updated Balances
- Cost backup / reconciliation: Pay App #01

UPDATED BALANCES (post-authorization):

- Design-Builder's Contingency Remaining:
 - Professional Services Contingency - \$0
- Allowance Balance Remaining: \$0
- Owner Savings/ Owner Contingency Balance: +\$139,068.60

CONTRACT BASIS AND JUSTIFICATION:

- All costs identified herein constitute Costs of the Work under the Contract.
- Use of Design-Builder's Contingency does not modify the GMP.
- Allowance costs will be reconciled against the established Allowance Value on an open-book basis.
- Any underrun associated with an Allowance or Cost of the Work may be transferred to Owner Savings or Owner Contingency, as authorized by the Owner.
- This request does not include costs reimbursable through insurance, bond, or warranty.

Exhibit A: Phase 1 A Rates and Scope



December 29, 2025

Re: Hands On Children’s Museum Expansion – Phase 1 - Design and Precon

Attn: Jim Rioux, City of Olympia

CC: Heather Hocklander, Parametrix

Forma Construction is pleased to provide this proposal for the Phase 1 Preconstruction and Design of the Hands On Children’s Museum Expansion Project. Phase 1 Work will be performed under Exhibit D of the Progressive Design-Build Contract between the City of Olympia and FORMA Construction.

This phase builds on the successful Validation Phase and carries the project through completion of the Design Documents, preparation of the Guaranteed Maximum Price (GMP) Amendment, and advancement of all permitting and preconstruction coordination necessary to support Phase 2 construction.

The Phase 1 Work may be divided into two amendments. This proposal encompasses Phase 1.

- **Phase 1A:** Schematic through Design Development (~60% design).
- **Phase 1B:** Completion of Final Design Documents and permit support as required to execute the GMP Amendment.

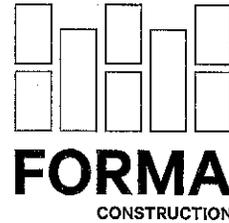
Phase 2 (Construction) will be added to this contract through change order once scope and pricing has been agreed to between the parties and the Olympia City Council has voted to approve.

The general scope of work is based on the Draft DBIA contract provided in the RFP by the owner with mutually agreeable markups.

Phase 1 services will be delivered on an open-book, not-to-exceed basis, using the all-inclusive billing rates and labor categories agreed to in the Phase 1 Amendment.

The Design-Build Team—FORMA, Mithun, and FRAME—will provide all labor, materials, coordination, and management necessary to complete the following tasks:

- **Design and Coordination**
 - Advance architectural, engineering, landscape, and interior design from Validation concepts to Final Design Documents (~60%).
 - Integrate mechanical, electrical, plumbing, fire-protection, civil, and structural systems with full constructability and cost coordination.
 - Coordinate jurisdictional and permitting strategy, including pre-application and early review meetings with the City of Olympia and relevant agencies.
 - Develop and document sustainability goals, including a LEED Silver target per Owner objectives.
 - Prepare permit-ready basis-of-design documents and technical narratives to support the GMP Amendment.
 - Maintain a Revit/BIM model shared among design and construction partners for clash detection and cost alignment.
- **Preconstruction and Cost Management**
 - Maintain an open-book estimate of probable cost with detailed work-breakdown structure and real-time updates in Join.Build.
 - Facilitate Target Value Design workshops to prioritize program elements and align scope with budget.
 - Provide ongoing value analysis and constructability reviews.
 - Develop early work package recommendations (e.g., environmental remediation, site utilities, or foundations) as allowed by Contract § 2.2.4.
 - Prepare and present a Phase 2 Proposal / GMP Package in accordance with Contract § 2.3.
- **Schedule and Permitting**
 - Maintain a comprehensive Master Project Schedule through design, permitting, and construction milestones.
 - Identify long-lead materials and equipment; coordinate early procurement strategy.
 - Support permit submittal sequencing and document control.
 - Coordinate with Owner, Parametrix, and AHJs to streamline reviews and approvals.
- **Owner Engagement and Deliverables**
 - Facilitate Big Room sessions bi-weekly for integrated team decision-making.
 - Provide monthly status reports addressing schedule, design progress, cost, and risk.
 - Support Owner review and approval at Schematic Design (~30%), Design Development (~60%), Permit Document (~80%) and Construction/IFC Document (~95-100%) milestones.



- Deliver a Phase 1 Summary Report documenting validated program, cost alignment, risk register, and schedule at GMP submission.
- **Deliverables**
 - Schematic Design Package (~30%)
 - Design Development Package (~60%) – Basis of Design Documents
 - Permit Documents (~80%)
 - Construction / Issued for Construction Documents (~95-100%)
 - Updated Cost Models and Target Value Design Log
 - Permit and Jurisdictional Matrix with Schedule and Responsibilities
 - Draft Phase 2 Proposal / GMP Amendment Documentation
 - Phase 1A and 1B Summary Report and Closeout Meeting Notes
- **Design and Professional Services Contingency (5%):** to be used upon authorization from the owner to facilitate unanticipated needs for additional site investigations, additional consultants, or supplemental services from consultants.
- **Allowances:**
 - **Delegated Design Allowances:** For three scopes, we are carrying an allowance for potential design services that may be required ahead of GMP. This includes \$10,000 for fire protection design services, \$5,000 for deep foundation design services, and \$5,000 for PEMB design services. Final scope and selection of these services will be addressed in SD.
 - **Specialty (lighting and accessibility) consultant allowances:** Allowances are included for undefined scopes for a lighting designer for specialty lighting (\$20,000) and Accessibility consultant (\$8,000).
 - **Site investigations allowance:** a NTE for ongoing site investigations required to confirm conditions.
 - **Permit fee allowance:** A placeholder allowance for
 - **Reimbursables Allowance:** the workplan document includes a \$8,000 reimbursables allowance (approximately \$1,000 per month plus one off costs for items like LEED Registration) for incidental project expenses (parking, meals during extended workshops, courier/delivery, and other minor project-specific costs). This number is included in the Phase 1 Fee. All actual expenses will be tracked and billed as incurred, and any unused balance will be unspent and carried forward into the Phase 2 Construction budget.

Not To Exceed Fee:

\$2,112,500

Phase 1 Preconstruction Fee	\$ 184,910
Phase 1 Design Fees and markups	\$ 1,545,900
Delegated Design Allowances	\$ 20,000
Specialty Consultant Allowances	\$ 28,000
Site Investigations Allowance	\$ 35,000
Permit Fee Allowance	\$ 200,000
Reimbursables Allowance	\$ 8,000
Design & Professional Services Contingency (5%)	\$ 90,690

Heather Skeehan
 FORMA Construction
 253.408.0168
 Heather.Skeehan@formacc.com

Brian Rich
 FORMA Construction
 360.754.5788
 brianr@formacc.com



Attachments:

Cost model based on current funding information from Owner

CPM dated 2025 12 29

Detail of design fees for Phase 1 with consultants noted

Workplan for Phase 1 Preconstruction

Rate schedule Preconstruction (FORMA) with inclusions/exclusions breakout of burdened rates

Rate schedule for Mithun and Frame are included in their respective proposals

Proposals for all design consultants.

General Exclusions:

- **Construction Work**
 - Any physical construction, demolition, site prep and remediation, or temporary works (unless specifically defined as early work packages by amendment as per Contract Section 2.2.4) beyond limited site investigation, geotechnical analysis, site survey, and environmental analysis for supporting reports and design development.
 - Procurement or installation of materials, equipment, exhibits, or furnishings (unless specifically defined as early work packages by amendment as per Contract Section 2.2.4).
- **Owner Fees**
 - Utility connection fees, impact fees, or similar assessments.
- **Owner-Furnished Items**
 - Any cost responsibility for Owner-provided equipment, specialty consultants, or vendors.
- **Legal / Financing Services**
 - Services related to financing, fundraising, legal, or bond counsel.
- **Specialty Consultants Not Identified**
 - Commissioning agents, traffic consultants, environmental permitting specialists, or exhibit designers (unless explicitly identified as part of our team).
- **Long-Term Operations Costs**
 - Operational staffing, maintenance, or lifecycle cost responsibility post-construction.
- **Escalation Beyond Agreed Schedules**
 - Any costs due to delays outside the Design-Builder's control (funding, approvals, community processes).
- **Facilitated Community workshops**
 - The Design Build team can attend community workshops as required. Facilitation or additional materials to support community workshops would be additional services to be negotiated on an as needed basis.



Description of Phase 1

Scope of work

Preconstruction Services Scope

I. GENERAL

FORMA shall lead the Design Build Project team with the Owner and Owner's other consultants during all design phases. FORMA shall be responsible for providing the necessary consulting expertise to ensure the Owner's goals for Project scope, budget, quality, and schedule are met.

Work to conduct GMP/MACC negotiations is included as part of the end of Phase 1.

The not-to-exceed amount for services through the end of the Preconstruction Phase is set forth in the Contract.

II. PHASE 1 – Preconstruction and Design Phases

During Phase 1, FORMA shall provide the appropriate professional personnel including but not limited to those that were named in response to the *Request for Qualifications* and participated in the selection interview to perform the required Conceptual Design and Preconstruction Services. These professional personnel shall include but are not limited to a single project manager or higher-level person to attend regularly all meetings described herein and provide or oversee the services FORMA is obligated to perform to ensure development of a functional, constructible, high quality, and cost-effective Project.

Work to conduct GMP/MACC negotiations is included at 60% Design (100% Design Development).

Phase 1 Work will include, but is not limited to:

- Advancing architectural, engineering, and landscape design to the level necessary to establish scope, performance criteria, and permitting pathway;
- Integrating cost modeling, value analysis, and constructability input throughout design development;
- Coordinating jurisdictional and permitting strategy, including pre-application and early review meetings;
- Developing and maintaining an open-book estimate of probable cost and project schedule;
- Supporting Owner review and approval at each milestone;
- Preparing and submitting the Phase 2 Proposal and GMP Amendment in accordance with Contract § 2.3;
- Maintaining complete and auditable cost records per the open-book requirements of Contract § 1.2.35 and § 8.1.

The Phase 1 Work may be divided into two amendments:

- Phase 1A: Schematic through Design Development (60% design) – 21 weeks anticipated duration
- Phase 1B: Completion of Final Design Documents and permit support as required to execute the GMP Amendment – 16 weeks anticipated duration



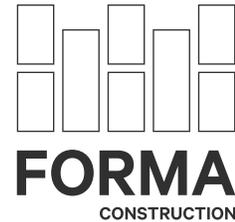
The descriptions below summarize but do not necessarily include all work required by the Contract. Also see Agreement Exhibit D.

Compensation for Phase 1 Work will be on a **not-to-exceed** basis using the all-inclusive billing rates and labor categories agreed to in the Phase 1 Amendment. Any subcontracted design or consultant services will be billed at cost with the agreed Design-Builder markup consistent with Contract Article 7.

III. SCHEMATIC DESIGN PHASE (30% DESIGN)

Following completion of the Validation Phase and the Owner's acceptance of any modifications to the conceptual design due to FORMA's review and suggestions, in addition to the general services normally provided by a Design Builder during design, FORMA shall provide the following preconstruction services:

- 1) Schedule, record, and facilitate weekly meetings with the Owner and Architect Project Management Team. Facilitate and record design discipline meetings for the purpose of reviewing and developing the design. Specific stakeholder meetings will be developed during Validation Phase and attached to this agreement.
- 2) Continue to evaluate and utilize the BIM model as an ongoing collaboration tool between the Owner, Design Team, and Design Builder. Update the target value portion of the BIM cost model for each project management meeting.
- 3) If necessary, recommend and provide, when authorized by the Owner, additional tests or investigations to verify existing conditions and/or capability of existing systems.
- 4) Provide constructability comments, estimating, and value engineering services throughout.
- 5) Update and expand the Project schedule, both design and construction, including potential construction phasing, to ensure its viability and make recommendations for change and improvement.
- 6) Provide comments on construction feasibility, constructability, and safety including alternative sequencing of work, designs or materials, if appropriate, including estimating services to evaluate critical elements of the design as they are formulated.
- 7) Manage and update LEED Silver Compliance Checklist in collaboration with Design Team.
- 8) Develop procurement documents and manage the selection processes for trade partners for early phase work and procurement, to be identified in Validation Phase. If the Owner approves such use, complete the selections as early as possible.
- 9) Provide and present a preliminary site logistics plan to maintain safety during construction. Temporary provisions should be included, such as, controls for vehicular and pedestrian circulation and access in and around the site, offices and sheds, utilities, stormwater management facilities, waste management facilities, and material delivery, hoisting and lay- down areas.
- 10) Review draft Division 1 documents prepared by the Architect to match design conditions and assess to align with any significant changes.
- 11) Review the final Schematic Design Drawings and Specifications and provide continuous value engineering recommendations and constructability comments on the design to the Owner and Architect.
- 12) Prepare a construction cost estimate for the entire work in CSI modified Uniformat, or other format approved by the Owner, based upon the Schematic Design documents and



- the BIM cost model. The cost estimate shall be updated to include the Owner's document review comments to achieve a total reconciliation of the cost estimate.
- 13) Develop Cost Options Log to track scope revisions/changes or material/equipment substitutions that are utilized to align estimate with budget.
 - 14) Support integration and tracking of donated materials, donated funds, and grants to ensure compliance with requirements of funding sources.
 - 15) Support Exhibit/Program Expert with execution of exhibit collaboration deliverables.
 - 16) Proposals with deliverables and scope per design consultant attached to this document (as they are procured).
 - 17) In collaboration with design team and City of Olympia, update and maintain draft plan for required permits for construction.

IV. DESIGN DEVELOPMENT PHASE (60% DESIGN)

In addition to the general services normally provided by a Design Builder during preconstruction, FORMA shall provide the following services during the Design Development Phase:

- 1) Schedule, record, and facilitate weekly meetings with the Owner and Architect Project Management Team. Facilitate and record design discipline meetings for the purpose of reviewing and developing the design.
- 2) Continue to evaluate and utilize the BIM model as an ongoing collaboration tool for the entire team. Update the target value portion of the BIM cost model for each project management meeting.
- 3) Provide constructability comments, estimating, and value engineering services throughout.
- 4) Manage and update LEED Silver Compliance Checklist in collaboration with Design Team.
- 5) Monitor the development of the Design Development documents. Update cost savings tracking system monthly for discussion at project management meetings. Provide cost savings and constructability reviews of specific elements of the design.
- 6) Work with the Owner and Architect to update phasing plans for all work.
- 7) Update site logistics plan to maintain safety during construction. Temporary provisions should be included, such as, controls for vehicular and pedestrian circulation and access in and around the site, offices and sheds, utilities, stormwater management facilities, waste management facilities, and material delivery, hoisting and lay- down areas.
- 8) No later than the 50% completion point of the Design Development phase, prepare a time- scaled master summary schedule bar chart and tabular report representing planned progress of the total Project in approximately 150 to 200 activities from the start of Design Development through Notice to Proceed with construction and Final Completion utilizing the latest version of Primavera Project Planner or similar software acceptable to the Owner. This schedule shall reflect the concept indicated in the preliminary Project schedule or changes to that concept as may have been developed. The summary schedule shall identify work to be performed by the FORMA, Design Team, and Owner, including permitting and other influencing work and the work of major Subcontractors. In developing the activities for this schedule, FORMA shall consult with both the Owner and Design Team to ensure that the responsibility for and duration of activities that involve their work are acceptable and accurate. Indicate milestones for early subcontract buyout packages and/or material procurement packages. The summary schedule shall accurately summarize the anticipated detailed schedule that is to be submitted as FORMA's Project



schedule.

- 9) Evaluate and update Subcontracting Plan. Determine whether to make a pre-bid determination of subcontractor eligibility as permitted in RCW 39.10.
- 10) Identify long-lead subcontract bid packages and material procurement packages that could be advertised prior to the completion of Construction Documents. If the Owner concurs that the Project will benefit and funds are available, the Owner may, at its option, elect to authorize FORMA to award subcontracts or material procurements for long lead-time items in advance of completion of Construction Documents in accordance with the Contract Documents. The Owner's decision not to authorize these early activities shall not constitute delay. FORMA assumes any and all risks related to or associated with its recommendation to advertise and award subcontracts and/or material procurements in advance of the completion of Construction Documents, including but not limited to increased Cost of the Work caused by escalation, inflation, market conditions, or further development of the Construction Documents. All provisions of this Contract and 39.10 otherwise applicable to subcontract bidding shall apply to any early advertising and award of subcontracts and/or material procurements.
- 11) Review the Design Development Drawings and Specifications throughout and provide general coordination, value engineering, and constructability comments of the design. Conduct and provide a safe-working condition hazards analysis. Verify that accepted cost savings recommendations are implemented.
- 12) Verify Design Development Drawings reflect the existing Project site conditions. Continue to examine and review existing sites and building assessments made by the Architect and others during previous design phases, and if necessary, recommend and provide, when authorized by the Owner, additional tests or investigations to verify existing conditions and/or capability of existing systems.
- 13) Based on the 50% Design Development documents, prepare a detailed construction cost estimate for the entire work in CSI modified Uniformat, or other format approved by Owner, based upon Design Development documents and the BIM cost model. The cost estimate shall be updated to include Owner's and Design Builder's Schematic Design Phase document review comments and to achieve a total reconciliation of the cost estimate, including date of commencement of construction, duration of construction, rate of escalation, estimating design contingency, and Negotiated Support Services costs.
- 14) Maintain and update Cost Options Log to track scope revisions/changes or material/equipment substitutions that are utilized to align estimate with budget.
- 15) Provide value engineering recommendations and log throughout.
- 16) Support Exhibit/Program Expert with execution of exhibit collaboration deliverables.
- 17) Proposals with deliverables and scope per design consultant attached to this document (as they are procured).
- 18) In collaboration with design team and City of Olympia, update and maintain plan for required permits for construction.

V. PERMIT DOCUMENT AND PERMITTING PHASE

In addition to the general services normally provided by a Design Builder during preconstruction, FORMA shall provide the following services during the Permit document and permitting Phase:

- 1) Schedule, record, and facilitate **weekly** meetings with the Owner and Architect Project Management Team. Facilitate and record design discipline meetings for the purpose of



- reviewing and developing the design.
- 2) Continue to evaluate and utilize the BIM model as an ongoing collaboration tool for the entire team. Update the target value portion of the BIM cost model for each project management meeting.
 - 3) Provide constructability comments, estimating, and value engineering services throughout.
 - 4) Manage and update LEED Silver Compliance Checklist in collaboration with Design Team.
 - 5) Monitor the development of the Permit documents. Update cost savings tracking system monthly for discussion at project management meetings. Provide cost savings and constructability reviews of specific elements of the design.
 - 6) Work with the Owner and Architect to update phasing plans for all work.
 - 7) Update site logistics plan to maintain safety during construction. Temporary provisions should be included, such as, controls for vehicular and pedestrian circulation and access in and around the site, offices and sheds, utilities, stormwater management facilities, waste management facilities, and material delivery, hoisting and lay- down areas.
 - 8) Evaluate and update Subcontracting Plan. Determine whether to make a pre-bid determination of subcontractor eligibility as permitted in RCW 39.10.
 - 9) Review the Permit Drawings and Specifications throughout and provide general coordination, value engineering, and constructability comments of the design. Conduct and provide a safe-working condition hazards analysis. Verify that accepted cost savings recommendations are implemented.
 - 10) Verify Permit Drawings reflect the existing Project site conditions. Continue to examine and review existing sites and building assessments made by the Architect and others during previous design phases, and if necessary, recommend and provide, when authorized by the Owner, additional tests or investigations to verify existing conditions and/or capability of existing systems.
 - 11) Maintain and update Cost Options Log to track scope revisions/changes or material/equipment substitutions that are utilized to align estimate with budget.
 - 12) Provide value engineering recommendations and log throughout.
 - 13) Support Exhibit/Program Expert with execution of exhibit collaboration deliverables.
 - 14) Proposals with deliverables and scope per design consultant attached to this document (as they are procured).
 - 15) In collaboration with design team and City of Olympia, support permit review resulting in all permits required for construction of the project.

VI. CONSTRUCTION DOCUMENT PHASE

In addition to the general services normally provided by a Design Builder during preconstruction, FORMA shall provide the following services during the Construction Document Phase:

- 1) Schedule, record, and facilitate **weekly** meetings with the Owner and Architect Project Management Team. Facilitate and record design discipline meetings for the purpose of reviewing and developing the design.
- 2) Continue to evaluate and utilize the BIM model as an ongoing collaboration tool for the entire team. Update the target value portion of the BIM cost model for each project management meeting.
- 3) Provide constructability comments, estimating, and value engineering services throughout.
- 4) Manage and update LEED Silver Compliance Checklist in collaboration with Design Team.

- Support Design submission of LEED.
- 5) Monitor the development of the Construction Documents. Update cost savings tracking system monthly for discussion at project management meetings. Provide cost savings and constructability reviews of specific elements of the design.
 - 6) Work with the Owner and Architect to update phasing plans for all work.
 - 7) Update site logistics plan to maintain safety during construction. Temporary provisions should be included, such as, controls for vehicular and pedestrian circulation and access in and around the site, offices and sheds, utilities, stormwater management facilities, waste management facilities, and material delivery, hoisting and lay- down areas.
 - 8) Work with the Owner and Architect to update phasing plans for all work.
 - 9) Review the Construction Documents and Specifications throughout and provide general coordination, value engineering, and constructability comments of the design. Conduct and provide a safe-working condition hazards analysis. Verify that accepted cost savings recommendations are implemented.
 - 10) Verify Construction Documents reflect the existing Project site conditions. Continue to examine and review existing sites and building assessments made by the Architect and others during previous design phases, and if necessary, recommend and provide, when authorized by the Owner, additional tests or investigations to verify existing conditions and/or capability of existing systems.
 - 11) Maintain and update Cost Options Log to track scope revisions/changes or material/equipment substitutions that are utilized to align estimate with budget.
 - 12) Provide value engineering recommendations and log throughout.
 - 13) Support Exhibit/Program Expert with execution of exhibit collaboration deliverables.
 - 14) Proposals with deliverables and scope per design consultant attached to this document (as they are procured).
 - 15) In collaboration with design team, establish construction administration RACI and processes.

Description			SD Direct		Subtotals		SD total		SD Total \$/UM	UM
Direct Costs	QTY	\$\$/UM	TOTAL							
Site	81,108	\$ 19.55	\$ 1,586,065							
HOCM Expansion - Museum	16,353	\$ 452.00	\$ 7,391,556							
HOCM Expansion - Utility Building	1,622	\$ 248.02	\$ 402,284							
HOCM Expansion - Pier	excluded									
							\$ 10,730,611	\$	596.15	/SF
Subtotal Direct Costs	17,975	\$ 521.83	\$ 9,379,905		\$ 9,379,905		\$ 10,730,611	\$	596.15	/SF
	Site	\$ 88.24	/GSF							
	Buildings	\$ 433.59	/GSF							
Scope Contingency										
Estimating/Design Contingency			\$ 937,991	10.00%	\$ -	\$ -	\$ -	\$ -	-	/SF
Escalation Contingency - July 2027			\$ 412,716	4.00%	\$ -	\$ -	\$ -	\$ -	-	/SF
Subtotal Direct Cost Contingencies			\$ 1,350,706		\$ 10,730,611		\$ 10,730,611	\$	596.15	/SF
Reimbursable GC's										
GC's			\$ 1,648,000	15.36%	\$ 1,648,000	\$ 1,648,000	\$ 1,648,000	\$	91.56	/SF
Join A00-4			\$ (74,000)							
Sub-Contract Bonds			\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	-	/SF
1.0 - MACC			\$ 1,574,000		\$ 12,304,611		\$ 1,648,000	\$	91.56	/SF
Professional Services										
Phase 1 DB Precon Services			\$ 250,000	1.89%	\$ 250,000	\$ 250,000	\$ 250,000	\$	13.89	/SF
FORMA Site Investigations			\$ 55,000	0.42%	\$ 55,000	\$ 55,000	\$ 55,000	\$	3.06	/SF
Design and Consulting - Validation Phase			\$ 308,951	1.00%	\$ 308,951	\$ 308,951	\$ 308,951	\$	17.16	/SF
Design and Consulting - Phase 1 Basic			\$ 1,044,019	7.88%	\$ 1,044,019	\$ 1,044,019	\$ 1,044,019	\$	58.00	/SF
Design and Consulting - Phase 2 Basic Allowance			\$ 296,000	2.23%	\$ 296,000	\$ 296,000	\$ 296,000	\$	16.44	/SF
Design and Consulting - Phase 1 Supp. Services			\$ 316,180	2.39%	\$ 316,180	\$ 316,180	\$ 316,180	\$	17.57	/SF
Design and Consulting - Phase 2 Supp. Services			\$ 28,000	0.21%	\$ 28,000	\$ 28,000	\$ 28,000	\$	1.56	/SF
Deligated Design Allowance			\$ 48,000	0.36%	\$ 48,000	\$ 48,000	\$ 48,000	\$	2.67	/SF
Geotechnical Services - Validation			\$ 23,980	0.18%	\$ 23,980	\$ 23,980	\$ 23,980	\$	1.33	/SF
Geotechnical Services - Phase 1			\$ 185,700	1.40%	\$ 185,700	\$ 185,700	\$ 185,700	\$	10.32	/SF
Geotechnical Services - Phase 2 Allowance			\$ 50,000	1.00%	\$ 50,000	\$ 50,000	\$ 50,000	\$	2.78	/SF
Reimbursibles			\$ 9,000	0.07%	\$ 9,000	\$ 9,000	\$ 9,000	\$	0.50	/SF
Permit Allowance			\$ 200,000	1.51%	\$ 200,000	\$ 200,000	\$ 200,000	\$	11.11	/SF
			\$ 2,814,830		\$ 15,119,441		\$ 2,814,830	\$	156.38	/SF
Project Contingencies										
Professional Services Contingency			\$ 140,742	5.00%	\$ 140,742	\$ 140,742	\$ 140,742	\$	7.82	/SF
DB Construction Risk Contingency			\$ 369,138	3.00%	\$ 369,138	\$ 369,138	\$ 369,138	\$	20.51	/SF
Owner Contingency			\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	-	/SF
2.0 - GC Construction Contingency			\$ 509,880		\$ 15,629,321		\$ 509,880	\$	28.33	/SF
DB FEE			\$ 570,445	4.501%	\$ 570,445	\$ 570,445	\$ 570,445	\$	31.69	/SF
3.0 - MADCC (DB contract)			\$ 570,445		\$ 16,199,767		\$ 16,199,767	\$	899.99	/SF

Activity ID	WBS	Activity Name	Original Duration	Start	Finish	Total Float	2026												2027												2028									
							D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	J	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	Jun			
HOCM Expansion 2025 12 10							679	02-Sep-25A	07-Apr-28	253																														
DB Procurement							234	02-Sep-25A	24-Jul-26	697																														
A1550	NEWPROJ-1409.0	Design-Build Notice to Proceed for Initial Services	0	02-Sep-25A			Design-Build Notice to Proceed for Initial Services, 02-Sep-25A																																	
A1770	NEWPROJ-1409.0	Validation Phase Proposal Legal Review	15	23-Sep-25A	13-Oct-25A		Validation Phase Proposal Legal Review, 23-Sep-25A																																	
A1580	NEWPROJ-1409.0	City of Olympia Board Approval Validation (Pre-GMP) Fees and Agreement	0	07-Oct-25A			City of Olympia Board Approval Validation (Pre-GMP) Fees and Agreement, 07-Oct-25A																																	
A1590	NEWPROJ-1409.0	Execute DB Agreement Validation Service for Design & Construction	0	07-Oct-25A			Execute DB Agreement Validation Service for Design & Construction, 07-Oct-25A																																	
A1760	NEWPROJ-1409.0	Validation Phase Proposal Review and Approval	15	10-Oct-25A	10-Oct-25A		Validation Phase Proposal Review and Approval, 10-Oct-25A																																	
A1780	NEWPROJ-1409.0	City of Olympia Board Approval of Phase 1 Services	20	14-Oct-25A	10-Nov-25A		City of Olympia Board Approval of Phase 1 Services, 14-Oct-25A																																	
A1600	NEWPROJ-1409.0	Design-Build Notice to Proceed for Ph 1	0	31-Mar-26*		781	◆ Design-Build Notice to Proceed for Ph 1, 31-Mar-26*																																	
A1820	NEWPROJ-1409.0	GMP /Phase 2 Proposal Review	20	27-Apr-26	22-May-26	47	■ GMP /Phase 2 Proposal Review																																	
A1830	NEWPROJ-1409.0	GMP /Phase 2 Legal Review	20	01-Jun-26	26-Jun-26	42	■ GMP /Phase 2 Legal Review																																	
A1660	NEWPROJ-1409.0	GMP to Council for Approval	20	29-Jun-26	24-Jul-26	42	■ GMP to Council for Approval																																	
Design and Preconstruction							494	17-Sep-25A	09-Aug-27	426																														
Validation Phase							67	17-Sep-25A	30-Mar-26	781																														
A1540	NEWPROJ-1409.6.2.1	Validation Phase	63	17-Sep-25A	30-Mar-26	781	■ Validation Phase																																	
A1541	NEWPROJ-1409.6.2.1	Validation Kick off	0	17-Sep-25A			◆ Validation Kick off, 17-Sep-25A																																	
A1543	NEWPROJ-1409.6.2.1	Validation Workshop 1 - programming	0	06-Oct-25A			◆ Validation Workshop 1 - programming, 06-Oct-25A																																	
A1552	NEWPROJ-1409.6.2.1	Geotechnical Preliminary Evaluation	45	17-Oct-25A	12-Dec-25A		■ Geotechnical Preliminary Evaluation, 17-Oct-25A																																	
A1554	NEWPROJ-1409.6.2.1	Environmental Services Technical Memo	45	17-Oct-25A	12-Dec-25A		■ Environmental Services Technical Memo, 17-Oct-25A																																	
A1544	NEWPROJ-1409.6.2.1	Validation Workshop 2 - eco charette	0	29-Oct-25A			◆ Validation Workshop 2 - eco charette, 29-Oct-25A																																	
A1542	NEWPROJ-1409.6.2.1	Validation Workshop - Exhibit Planning	0	31-Oct-25A			◆ Validation Workshop - Exhibit Planning, 31-Oct-25A																																	
A1545	NEWPROJ-1409.6.2.1	Validation Workshop 3	0	24-Nov-25A			◆ Validation Workshop 3, 24-Nov-25A																																	
A1610	NEWPROJ-1409.6.2.1	Validation Final Presentation	0	03-Dec-25A			◆ Validation Final Presentation, 03-Dec-25A																																	
A1750	NEWPROJ-1409.6.2.1	Validation OPR Review	0	10-Dec-25A			◆ Validation OPR Review, 10-Dec-25A																																	
A1620	NEWPROJ-1409.6.2.1	Validation Phase Close	0		19-Dec-25*	-29	◆ Validation Phase Close, 19-Dec-25*																																	
Phase 1A: Pre-Design Through Design Development							123	10-Dec-25	29-May-26	737																														
A1840	NEWPROJ-1409.6.2.2	NewActivity	5	10-Dec-25	16-Dec-25		■ NewActivity																																	
A1710	NEWPROJ-1409.6.2.2	Geotechnical Design Investigation	25	10-Dec-25	13-Jan-26	835	■ Geotechnical Design Investigation																																	
A1700	NEWPROJ-1409.6.2.2	Schematic Design (0%-30%)	55	05-Jan-26*	20-Mar-26	-4	■ Schematic Design (0%-30%)																																	
A1630	NEWPROJ-1409.6.2.2	Phase 1 kick off	0	05-Jan-26*		-4	◆ Phase 1 kick off, 05-Jan-26*																																	
A1560	NEWPROJ-1409.6.2.2	Design Development (30%-60% Design)	50	23-Mar-26	29-May-26	-4	■ Design Development (30%-60% Design)																																	
A1720	NEWPROJ-1409.6.2.2	Design Development 50%	0		24-Apr-26	-4	◆ Design Development 50%																																	
A1640	NEWPROJ-1409.6.2.2	Negotiate GMP for Phase 2 Services	20	27-Apr-26	22-May-26	67	■ Negotiate GMP for Phase 2 Services																																	
A1740	NEWPROJ-1409.6.2.2	Design Development 100%	0		29-May-26	-4	◆ Design Development 100%																																	
Phase 1B: Permitting through Final Design							434	10-Dec-25	09-Aug-27	426																														
A1490	NEWPROJ-1409.6.2.3	Landuse and Shoreline Permit Application	25	19-Dec-25	22-Jan-26	-29	■ Landuse and Shoreline Permit Application																																	
A1400	NEWPROJ-1409.6.2.3	Permit Documents (60-80% Design)	50	01-Jun-26	07-Aug-26	12	■ Permit Documents (60-80% Design)																																	
A1480	NEWPROJ-1409.6.2.3	Site Improvements Permitting	50	01-Jun-26	07-Aug-26	-4	■ Site Improvements Permitting																																	
A1470	NEWPROJ-1409.6.2.3	Construction Documents (80-100%)	30	10-Aug-26	18-Sep-26	32	■ Construction Documents (80-100%)																																	
Environmental Review							434	10-Dec-25	09-Aug-27	426																														

■ Remaining Level of Effort ◆ Milestone
■ Actual Level of Effort ▼ summary
■ Actual Work
■ Remaining Work
■ Critical Remaining Work

Date of Last Update - 10-Dec-25

Activity ID	WBS	Activity Name	Original Duration	Start	Finish	Total Float	2026														2027												2028						
							D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	J	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	Jun	Jul	
MEP							19-Nov-27, MEP																																
A1800	NEWPROJ-1409.3.2.3	MEP Rough In	70	02-Jul-27	08-Oct-27	-29	MEP Rough In																																
A1810	NEWPROJ-1409.3.2.3	MEP finish trim	30	08-Oct-27	19-Nov-27	353	MEP finish trim																																
Finishes							24-Dec-27, Finishes																																
A1860	NEWPROJ-1409.3.2.4	Insulation and Vapor Barrier	20	02-Jul-27	30-Jul-27	-9	Insulation and Vapor Barrier																																
A1870	NEWPROJ-1409.3.2.4	GWB HTF	30	27-Aug-27	08-Oct-27	-29	GWB HTF																																
A1900	NEWPROJ-1409.3.2.4	Site landscape and finish	75	27-Aug-27	10-Dec-27	338	Site landscape and finish																																
A1880	NEWPROJ-1409.3.2.4	Paint	20	08-Oct-27	05-Nov-27	-29	Paint																																
A1890	NEWPROJ-1409.3.2.4	Interior Finishes	30	05-Nov-27	17-Dec-27	-29	Interior Finishes																																
A1910	NEWPROJ-1409.3.2.4	FF&E	5	17-Dec-27	24-Dec-27	328	FF&E																																
Closeout							11-Feb-28, Closeout																																
A1920	NEWPROJ-1409.3.2.5	Test and Balance	20	17-Dec-27	14-Jan-28	-29	Test and Balance																																
A1930	NEWPROJ-1409.3.2.5	Punchlist and Final Clean	30	17-Dec-27	28-Jan-28	-19	Punchlist and Final Clean																																
A1940	NEWPROJ-1409.3.2.5	Commissioning	20	14-Jan-28	11-Feb-28	-29	Commissioning																																
A1950	NEWPROJ-1409.3.2.5	City Final/Building Handover	0		11-Feb-28*	-29	City Final/Building Handover																																
Exhibit Design							07-Aug-26, Exhibit Design																																
Design Documents							07-Aug-26, Design Documents																																
A2010	NEWPROJ-1409.3.5.1	Facility Impact Plan - Prelim	20	16-Feb-26	13-Mar-26	595	Facility Impact Plan - Prelim																																
A2150	NEWPROJ-1409.3.5.1	Exhibits SD	30	16-Mar-26	24-Apr-26	617	Exhibits SD																																
A2000	NEWPROJ-1409.3.5.1	DD	75	27-Apr-26	07-Aug-26	617	DD																																
Exhibit Fab and Install							11-Feb-28, Exhibit Fab and Install																																
A1990	NEWPROJ-1409.3.6	Fabricator/DB Quals	15	27-Apr-26	15-May-26	747	Fabricator/DB Quals																																
A2030	NEWPROJ-1409.3.6	Fabricator RFP Select/Contract	25	06-Jul-26	07-Aug-26	687	Fabricator RFP Select/Contract																																
A2020	NEWPROJ-1409.3.6	Fabrication Documents	90	10-Aug-26	11-Dec-26	490	Fabrication Documents																																
A2040	NEWPROJ-1409.3.6	Design Pricing	40	10-Aug-26	02-Oct-26	617	Design Pricing																																
A2050	NEWPROJ-1409.3.6	Verify Facility Impact Plan	15	10-Aug-26	28-Aug-26	672	Verify Facility Impact Plan																																
A2060	NEWPROJ-1409.3.6	Final Pricing and VE	30	02-Nov-26	11-Dec-26	490	Final Pricing and VE																																
Fabrication							12-May-27, Fabrication																																
A2070	NEWPROJ-1409.3.6.1	Facility Impact Fabrication	30	05-Oct-26	13-Nov-26	617	Facility Impact Fabrication																																
A2080	NEWPROJ-1409.3.6.1	Shop Fabrication	108	14-Dec-26	12-May-27	490	Shop Fabrication																																
Installation							11-Feb-28, Installation																																
A2090	NEWPROJ-1409.3.6.3	Facility Impact Instl. - Structural	30	11-Jan-27	22-Feb-27	487	Facility Impact Instl. - Structural																																
A2100	NEWPROJ-1409.3.6.3	Facility Impact Instl. - Finishes	30	08-Oct-27	19-Nov-27	293	Facility Impact Instl. - Finishes																																
A2110	NEWPROJ-1409.3.6.3	On Site Installation	60	19-Nov-27	11-Feb-28	293	On Site Installation																																
Opening							07-Apr-28, Opening																																
A2120	NEWPROJ-1409.3.1	Staff Opening prep	10	11-Feb-28	25-Feb-28	253	Staff Opening prep																																
A2130	NEWPROJ-1409.3.1	SOFT opening	30	25-Feb-28	07-Apr-28	253	SOFT opening																																
A2140	NEWPROJ-1409.3.1	Grand opening (SPRING 2028)	0		07-Apr-28	253	Grand opening																																

█ Remaining Level of Effort ◆ Milestone
█ Actual Level of Effort ▾ summary
█ Actual Work
█ Remaining Work
█ Critical Remaining Work

Date of Last Update - 10-Dec-25

			Phase 1 Proposal	Phase 1A - SD and DD	Phase 1B - Permit and CD
		Preconstruction Services (FORMA)			
supplemental		Preconstruction Services	\$ 184,910.00	\$ 100,000.00	\$ 84,910.00
		Site Investigations	\$ 35,000.00	\$ 15,000.00	\$ 20,000.00
		Design and Professional Services			
base	forma	Mithun - Architecture	\$ 516,800.00	\$ 276,800.00	\$ 240,000.00
supplemental	forma	Mithun - Architecture	\$ 6,900.00	\$ 3,450.00	\$ 3,450.00
supplemental	forma	Mithun - Landscape	\$ 143,800.00	\$ 77,200.00	\$ 66,600.00
supplemental	forma	FRAME - Project Type Expert	\$ 35,000.00	\$ 25,000.00	\$ 10,000.00
base	mithun	Struct - Structure Craft	\$ 109,000.00	\$ 69,000.00	\$ 40,000.00
base	mithun	Civil - Mayfly	\$ 103,308.00	\$ 48,028.00	\$ 55,280.00
supplemental	mithun	Civil - Mayfly	\$ 78,112.00	\$ 35,672.00	\$ 42,440.00
base	forma	Mech/plumb - Sunset Air DB	\$ 119,600.00	\$ 59,800.00	\$ 59,800.00
base	forma	Elect/LV - Sare DB	\$ 82,000.00	\$ 40,750.00	\$ 41,250.00
base	mithun	Specifications - MTA	\$ 43,660.00	\$ 17,760.00	\$ 25,900.00
supplemental	mithun	Acoustics - Tenor	\$ 13,275.00	\$ 9,600.00	\$ 3,675.00
supplemental	SARE	Lighting - budget HLB	\$ 8,000.00	\$ 8,000.00	\$ -
supplemental	mithun	Irrigation	\$ 3,900.00	\$ 3,900.00	
base	mithun	Code	\$ 6,600.00	\$ 6,600.00	\$ -
supplemental	forma	Geotech - Geoengineers	\$ 79,200.00	\$ 46,700.00	\$ 32,500.00
supplemental	forma	Geotech Site Specific Ground Response Alt - Geoengineers	\$ 31,500.00	\$ 31,500.00	\$ -
supplemental	forma	Environmental - Agreed Order - Geoengineers	\$ 75,000.00	\$ 75,000.00	\$ -
supplemental	SARE	Lighting - supplemental HLB contingency for exhibit area specific lighting as required	\$ 20,000.00	\$ 20,000.00	\$ -
base	mithun	Accessibility (allowance)	\$ 8,000.00	\$ -	\$ 8,000.00
base	forma	Fire Protection - delegated design allowance	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
base	forma	Deep Foundations - delegated design allowance	\$ 5,000.00	\$ 5,000.00	
base	forma	PEMB structural - delegated design allowance	\$ 5,000.00	\$ 5,000.00	
base markup	markup	Mithun Markup on consultants	\$ 27,056.80	\$ 14,138.80	\$ 12,918.00
supplemental markup	markup	Mithun Markup on consultants	\$ 9,528.70	\$ 4,917.20	\$ 4,611.50
base markup	markup	FORMA Markup	\$ 35,994.25	\$ 19,023.78	\$ 16,970.46
supplemental markup	markup	FORMA Markup	\$ 17,665.27	\$ 11,999.35	\$ 5,665.93
		Preconstruction	\$ 184,910.00	\$ 100,000.00	\$ 84,910.00
		Design and Professional Services	\$ 1,545,900.00	\$ 884,839.00	\$ 661,061.00
		Allowances	\$ 48,000.00	\$ 35,000.00	\$ 13,000.00
		Site Investigation allowance	\$ 35,000.00	\$ 15,000.00	\$ 20,000.00
		Permit allowance	\$ 200,000.00		
		Reimbursibles	\$ 8,000.00		
		Contingency	\$ 90,690.00	\$ 51,742.00	\$ 38,948.00



HOCM Expansion		Brian Rich	Heather Skeehan	Brian Shaffer	Joel Brown	Kacey Crow	Brianna Davies	Jessie Robertson	TBD	TBD	
		PIC	SPM	Super	EST	PM	PE	BIM	DBI	Safety	
		HOURLY RATE	\$ -	\$ 138.00	\$ 154.00	\$ 115.00	\$ 115.00	\$ 86.00	\$ 115.00	\$ 115.00	\$ 115.00
11	Schematic Design Phase (11 weeks)										
	Weekly Meetings	8	16	11	11	11	8	8			
	On-Call Constructability/Estimating		16	16	24	8	8				
	VE tracking and management	6	8		24						
	Site Logistics Planning		8	24	8			2			
	Existing Conditions Investigation		8	24			24	16			
	Coordinate Design Schedule		8	8	2						
	SD Estimate Deliverable & Reconciliation	2	8	4	40	8	24		0		
	SD Subtotal	\$ -	\$ 9,936.00	\$ 13,398.00	\$ 12,535.00	\$ 3,105.00	\$ 5,504.00	\$ 2,990.00	\$ -	\$ -	
										SUBTOTAL \$ 47,468.00	
10	Design Development (10 weeks)										
	Weekly Meetings	10	16	10	10	10	10				
	On-Call Constructability/Estimating		16	8	16						
	Phasing Plan Coordination		8	32	24			16			
	Construction Schedule		8	32	8						
	Bid Packaging Plan including early packages and Outreach Plan	10	8	8	24	16	24		0		
	DD/GMP Estimate & Reconciliation	10	40	8	40	16	24				
	VE Tracking and Management	10	8	8	8	8					
	DD Subtotal	\$ -	\$ 14,352.00	\$ 16,324.00	\$ 14,950.00	\$ 5,750.00	\$ 4,988.00	\$ 1,840.00	\$ -	\$ -	
										SUBTOTAL \$ 58,204.00	
16	Permitting and Construction Documents (16 weeks)										
	Weekly Meetings / Monthly PM Meetings	20	40	16	16	16	24				
	On-Call Constructability/Estimating		10	8	40			16			
	Phasing Plan Coordination		8	40						4	
	Update Master Schedule		8	40						4	
	Outreach and Subcontracting	10	16	8	8	24	24		0		
	Constructability Review	10	16	40	8	24	24	40			
	CD Estimate & Reconciliation	10	16	8	40						
	VE Tracking and Management		20		20						
	CD Subtotal	\$ -	\$ 18,505.80	\$ 24,640.00	\$ 15,180.00	\$ 7,360.00	\$ 6,192.00	\$ 6,440.00	\$ -	\$ 920.00	
										SUBTOTAL \$ 79,238.00	
Grand Total HOURS		106	310.1	353	371	141	194	98	0	8	
Grand Total Dollars by Person		\$ -	\$ 42,793.80	\$ 54,362.00	\$ 42,665.00	\$ 16,215.00	\$ 16,684.00	\$ 11,270.00	\$ -	\$ 920.00	
										TOTAL STAFF \$ 184,910.00	
Subcontracted Services:											
	Utility locates									\$/UM	Total
	Coring / selective demo									NTE	\$ 10,000.00
	Site investigation									NTE	\$ 5,000.00
										NTE	\$ 20,000.00
										\$ -	
TOTAL SERVICES										\$	35,000.00
Reimbursibles Allowance										\$	10,000.00
Grand Total DOLLARS										\$	229,910.00



FORMA General Billing Rates 2025-26

Staff	Billing Rate
Principle in Charge	\$ 150
Senior Project Manager	\$ 138
Project Manager	\$ 115
Assistant Project Manager	\$ 86
Project Engineer	\$ 86
Superintendent	\$ 154
Estimator	\$ 115
Project Accountant	\$ 65
Project Administrator	\$ 65
Safety Manager	\$ 115
BIM Manager	\$ 115
Outreach Manager	\$ 115
Scheduler	\$ 115

Fully burdened staffing hourly rates are base wage plus fringe benefits with the following inclusions per L&I.

Inclusions:

- taxes
- insurance
- contributions and assessments required by law
- collective bargaining agreements
- pension/401k (employer contributions only)
- medical

Exclusions:

- Consultants and subcontractors for design or site investigation
- Office consumables to be via reimbursable expenses with a 10% markup.
- Commute travel/milage. Project specific (non-commute) travel to be addressed with specific vehicle rental rates and milage reimbursement in alignment with IRS milage rates.

November 18th, 2025
Revised December 11th, 2025

MITHUN

Heather Skeehan, AIA
Senior Project Manager
FORMA Construction
heather.skeehan@formacc.com
(253) 408-0168

Re: Hands On Children's Museum
Fee Proposal
Mithun project 2524900

Seattle
Pier 56
1201 Alaskan Way #200
Seattle, WA 98101

San Francisco
585 Howard Street #300
San Francisco, CA 94105

Los Angeles
758 New High Street #100B
Los Angeles, CA 90012

Dear Heather:

Following the Validation phase, Mithun is looking forward to starting full design services on the Hands On Children's Museum with our partners at Forma Construction and Frame!

Note this proposal is for integrated design services including Architectural, Interior, and Landscape design. The fees are included on the final page of this proposal and are lump sum with phase breakdowns and based on what we know of the project now, understanding that as fundraising efforts develop the scope of the project may grow.

We invite your questions and if this proposal is acceptable, we look forward to executing the DBIA agreement.

Looking forward to working with your team and expanding on this incredible asset for the city of Olympia!

Sincerely,



Craig Curtis, FAIA, LEED AP
Partner, Director of Emerging Building Technologies

cc: Crystal Loya, Mithun
Brian Rich, FORMA Construction

Enclosures: Project Scope and Fee Summary
Fee Summary

mithun.com —

Project Understanding

Since opening in 2012, the current museum facility on Jefferson Street has seen consistent growth in attendance and is currently operating well above the industry standards in terms of visitors per square foot, when compared to peer institutions. A major expansion is necessary to provide visitors with the level of experience expected, and to expand the uses that were not feasible in the original project budget.

Project Data

- Location: 414 Jefferson Street NE, Olympia WA 98501
- Jurisdiction: City of Olympia
- Zoning classification: UW – Urban Waterfront
- Design Review Requirements: assumed none
- Construction type: TBD
- It is understood there are known issues with soil contamination as well as the site being adjacent to the shoreline and within 100-year floodplain.
- Anticipated construction cost: \$12.4 million

Sustainable Design Goals

LEED Silver assumed due to potential government grant funding.

Program Summary

A preliminary program was developed during the feasibility study in summer 2024. During the Validation Phase, the team will confirm priorities of which program elements are to be included in Phase I but could include:

- Retail
- Lobby & Meeting spaces
- Galleries
- Education
- Support & Circulation
- Administration areas
- New outdoor exhibit and play areas
- New Pedestrian Plaza and entry sequence

Design scheme

The preliminary design can be found in the feasibility study document created in summer 2024. The team will now be re-evaluating that design given the anticipated construction costs and new program priorities as established during the phase.

Schedule and Owner Intent

- Anticipated commencement of construction: Q3 of 2026.
- Construction phasing: Anticipated the construction will occur in a single phase.
- The design and jurisdictional approval process will commence in August 2026;
- Key required jurisdictional approvals:
 - Land Use Approval;
 - Environmental Review;
 - Street Improvements Permit (list if SIP is separate from Building permit).
 - Demolition Permit;
 - Construction Permit(s): Anticipated that the design team will issue a single permit set at 80% design.

- Additional permits: Depending on program, there is potential for food service permits through Thurston County Public Health and preschool licensing through Washington State Department of Children, Youth, and Families
- Owner reviews: Anticipated owner review periods to occur at each milestone deliverable, concurrent with the kickoff of each next design phase.
- Project Delivery and Cost Estimating:
 - Project Delivery to be Progressive Design-Build.
 - At this time, only a single procurement package is anticipated.
 - GMP is assumed to occur following 50% Design Development deliverable.
 - FORMA is expected to provide periodic cost estimates.
 - FORMA is anticipated to provide constructability input during design.

Project Team

Hands on Children's Museum:

CEO: Patty Belmonte

City of Olympia:

Project Manager, Public Works Engineering: Jim Rioux

Parametrix:

Division Manager: Jim Dugan
Senior Owner's Project Manager: Heather Hocklander

Frame:

User Experience & Program Expert: Alissa Rupp

FORMA Construction:

DB Project Executive: Brian Rich
DB Preconstruction Manager: Heather Skeehan
Senior Cost Estimator: Joel Brown

Mithun Team Leaders:

Partner-in-Charge: Craig Curtis
Project Manager: Crystal Loya
Project Architect: Dustann Jones
Landscape Architect: Christian Runge

Consultants:

- Owner's Consultants:
 - Commissioning
 - Land Use Attorney (if needed)
 - Public Outreach
 - Permit Expeditor, if needed

- Mithun's Consultants:
 - Structural
 - Civil Engineering
 - Landscape Architecture (Mithun)
 - Irrigation
 - Interior Design (Mithun)
 - Lighting
 - Acoustical
 - Hardware
 - Vertical Transportation, if needed
 - Code Consultant, if needed
 - Accessibility Consultant, if needed

- FORMA's Consultants:
 - Mechanical and Plumbing
 - Fire Protection

- Electrical and Fire Alarm
 - Surveyor
 - Geotechnical Engineer
 - Environmental
 - Fall Protection / Exterior Building Maintenance (bidder designed)
 - LEED or other green rating system certification
 - Security Consultant (active response), if needed
- Mithun will coordinate with Owner's consultants and design/build contractors. Owner's consultants and D/B contractors are expected to meet the following requirements:
 - Follow the schedule developed by FORMA & Mithun with Owner's input;
 - Provide the deliverables necessary for Mithun's and its consultants' work in a timely manner.
 - Act collaboratively, be responsive, and provide complete information when requested.
 - Review documents provided by Mithun for coordination with their discipline and communicate any issues promptly.
 - Follow Mithun's BIM protocol if producing drawings.
 - Note that fees of consultants retained by Mithun will be charged at 1.1 times the cost to cover administrative expenses, including insurance, tax liability, and invoicing.

Scope of Services

Schematic Design (30% design)

Anticipated duration – 11 weeks

- Incorporate project scope and design decisions resulting from Validation phase estimate and budget reconciliation and from Owner's review of Validation phase deliverables.
- Advance the design in collaboration with Owner and consultant team. Integrate major building systems.
- Continued civil coordination in the site circulation and the extension and integration between new and existing building flows and exterior spaces.
- Site design for a new pedestrian plaza, overall site circulation, events and flexible play space, coordination with OFCI pre-K play equipment and open play areas, plant-focused spaces
- Planning for future site exhibit elements garden edges and sensory pathways, and an integrated indoor-outdoor visitor experiences.
- Coordination with Exhibit Designer for base conditions at events and flexible exhibit and open play spaces.
- Explore exterior material and color direction. This exploration will consider Owner's goals for building branding, experience and signage.
- Develop the Revit model for the scheme selected at the end of the Validation phase.
- Generate preliminary Land Use, Building, and Energy Code analyses.
- Develop preliminary space plans.
- Update sustainability goals, establish LEED credit targets in collaboration with the Owner and Consultants and develop Sustainability Plan.
- Participate in Land Use Preapplication Meeting and in the Early Assistance Meeting with the Design Review Board. Provide meeting notes.
- Develop a Project Narrative.
- Generate and submit Land Use Application.
- Meet with the Owner and key design team members on bi-weekly basis and provide meeting notes.
- Respond to the Owner's SD review comments.
- Respond to Contactor's questions during SD pricing.
- Assist the Owner with SD Cost Estimate.

Deliverables:

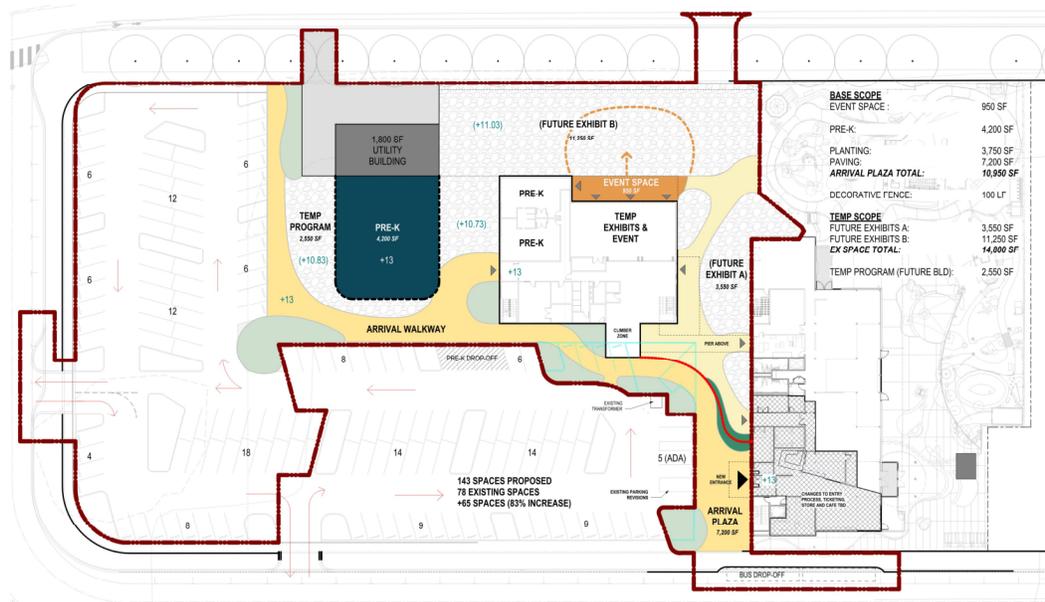
- SD-level architectural drawings generated for Land Use Application and augmented as necessary to include the following:
 - Project Data
 - Site Plan
 - Landscape and Tree Retention Plans
 - Typical Floor Plans for each plan configuration
 - Roof Plan
 - Exterior Elevations
 - Building and Site Sections
 - Preliminary Typical Wall Sections

- Preliminary Building Assemblies
- Building Area and Parking/Loading Quantity Matrix, organized by use
- Brief Design Narrative;
- Narrative description of the proposed architectural systems and materials, organized to follow CSI divisions.
- Narrative description of landscape materials and finishes, planting, soils, and irrigation (in parking and pedestrian plaza areas only), organized to follow CSI divisions.
- Sustainability Plan and LEED scorecard

Design Development (60% design)

Anticipated duration – 10 weeks

- Advance the design and integration of systems in collaboration with Owner and consultants.
- Continued civil coordination in the site circulation and the extension and integration between new and existing building flows and exterior spaces along all new building frontage.
- Documentation for a new pedestrian plaza.
- Coordination with OFCI pre-K play equipment.



-
- Prepare for and participate in Life Safety and Energy Code pre-application meetings with the local jurisdiction officials.
- Participate in 2 meetings with the local Department of Transportation and Local Utility Companies. These meetings are expected to be organized and led by the Civil Engineering Consultant.
- Respond to Land Use Review comments.
- Advise the Owner about the necessary Sustainability Plan adjustments.
- Coordinate preliminary Project Manual Division 1 requirements with Owner. Generate and coordinate technical DD specifications; identify preliminary scope of delegated design services.

- Participate in weekly project meetings with the Owner, contractor and consultant team and provide meeting notes.
- Respond to Client's DD review comments.
- Respond to Contactor's questions during DD pricing.
- Assist Owner with DD Cost Estimate review.

Deliverables:

- Drawings:
 - Project Data, including general information and area summaries;
 - Site, Floor, and Roof plans;
 - Exterior Elevations;
 - Building and Wall sections;
 - Building assembly types, typical partition and ceiling types;
 - Vertical circulation plans and sections;
 - Selected reflected ceiling plans with lighting and AV information;
 - Selected interior elevations, preliminary casework elevations and interior design feature details;
 - Finish schedules and selected finish floor plans;
 - Key envelope details;
 - Preliminary opening schedules;
 - Preliminary furniture and office equipment plans;
 - Landscape materials plans, including soil types;
 - Conceptual planting plans, schedules, key planting, irrigation, and site details for parking areas and pedestrian plaza;
 - Site sections.
- Project Manual, including:
 - Division One, Architectural and Landscape Architectural Specification Sections produced by Mithun;
 - Civil, Structural, MEP, and other sections provided by consultants
- Preliminary plumbing fixture and lighting fixture cut sheets (provided by consultants)
- Sustainability Plan and LEED scorecard updates.

Construction Documents and Permits

Anticipated duration: 16 weeks

- Advance design and coordination with other disciplines; develop details necessary to communicate design intent.
- Continued civil coordination in the site circulation and the extension and integration between new and existing building flows and exterior spaces along all new building frontage.
- Documentation for a new pedestrian plaza.
- Continued coordination with OFCI pre-K play equipment.
- Make remaining minor document revisions for Land Use approval.
- Generate and submit a Building Permit Application. Respond to permit review comments.
- Advise the Owner about the necessary Sustainability Plan adjustments.
- Coordinate and update Division One and architectural specification sections.

- Coordinate and compile technical specification sections produced by the design consultants; define the extent of delegated design services.
- Identify delegated design services and incorporate the necessary performance and design criteria in specifications.
- Identify deferred submittals.
- Issue Building permit set and 80% CD Project Manual for pricing update and Owner's review.
- Respond to Owner's, Contractor's questions during 80% CD estimate and review.
- Incorporate Owner's comments and constructability input, as well as minor document revisions, in response to cost estimate update and budget reconciliation. Mithun has allocated 40 hours for such revisions. Refer to the attached consultants' proposals for extent of minor CD revisions anticipated by consultants at this stage.
- Following Building Permit Application, develop remaining construction details and specifications.
- Coordinate Owner-furnished and Owner-provided items, Alternates, Allowances and Unit Price requirements with the Owner;
- Continue weekly project meetings with Owner, contractor and consultant team. Provide meeting notes.

Deliverables:

- Building Permit Application / 80% CD Drawings:
 - Project Data sheets with general information
 - Zoning Code Data and Diagrams;
 - Building Code Data and Life Safety diagrams;
 - Energy Code Data and Diagrams;
 - Site, Floor, and Roof plans;
 - Landscape plans;
 - Exterior Elevations;
 - Building and Wall sections;
 - Building assembly types;
 - Partition and ceiling types;
 - Vertical circulation plans, sections, elevations and details;
 - Reflected ceiling plans (RCPs) with limited mechanical and lighting information, assuming HVAC and Electrical permit applications are developed on a separate timeline;
 - Detail Restroom plans and elevations;
 - Major envelope details;
 - Opening details;
 - Opening and curtainwall schedules.
- Issued for Construction Set will include the above-listed drawings and the following:
 - Additional Envelope details;
 - Detail RCPs for selected spaces;
 - Millwork and Casework details;
 - Interior finish, finish floor plans, and interior design feature details;
 - Preliminary furniture plans;

- Landscape materials, layout, grading and planting plans;
- Landscape construction details.
- 80% CD Project Manual and Issued for Construction Project Manual;
- 80% CD and Issued for Construction Cut Sheets for plumbing and lighting fixtures (provided by consultants);
- Sustainability Plan and LEED scorecard update.
- Development and coordination in compliance with DCYF facility design and construction standards including requirements for safety, spatial configuration, and environmental quality.
- Meetings as required with DCYF to confirm specific requirements, fixtures, equipment mounting heights, age ranges, and egress.

LEED v4.0 Silver Certification Support

Mithun charges a flat rate of \$750 per credit that we are responsible for documenting + a 15% contingency. In preliminary discussions with the design team, Mithun will be taking the lead on the following credits:

- SSc1 Site Assessment
- SSc2 Protect or Restore Habitat
- SSc5 Heat Island Reduction
- WEp1 Outdoor Water Use Reduction
- MRp1 Storage & collection of Recyclables
- MRc1 Building Life-Cycle Impact Reduction
- IEQc7 Daylight
- IEQc8 Quality Views

Project Scope Changes

The Owner can modify the project scope, the design, or the program. If such modifications invalidate completed work or otherwise cause the Architect to abandon or to revise previously completed work, such modification shall be considered a "change" in the scope of services.

Mithun will promptly notify the Owner if Mithun determines that Owner's directions result in such scope changes and will submit a fee proposal for additional services and time. Mithun will proceed with additional services after securing Owner's approval of additional fees and time.

Assumptions / Clarifications

- Forma will provide the necessary topographic and utility surveys, geotechnical, and environmental reports, as well as updates or revisions of these documents if requested by Mithun or its consultants.
- Owner will provide written standards or direction and/or will retain a security consultant to develop recommendations for addressing Owner's obligations for mitigating potential security threats. Mithun will integrate such standards or recommendations into its design and documents.
- Mithun's construction documents will identify delegated design services, which are customarily performed by engineers retained by Contractor. Construction documents will establish the necessary performance and design criteria for such services.

- Revisions of completed work due to unanticipated changes in the codes and regulations that occur during any design phase will be considered additional services.
- LEED Silver will be required in the base scope, anything beyond will be additional services.
- Living Building Challenge, Net Zero, and special material selection criteria, such as Red List, are not included.
- If climate resilience objectives are identified for the project, Owner will retain consultant(s) with relevant expertise. Such consultant(s) will establish design requirements and will review the design and construction documents to confirm implementation.
- Contractor involvement in the project during design phases will reduce coordination effort during CA.
- Mithun will utilize Revit Building Information Management (BIM) platform as the design and documentation tool. The model itself is not expected to serve as a contract document, nor is it expected to be used for construction or cost estimating. All key building consultants, including Structural, Interior Design, Mechanical, Plumbing, and Electrical, are expected to work in Revit throughout the design phases as well. Mithun will develop majority of model elements, but not all, to Level of Development (LOD) 300 during Construction Documents phase. Modeling process and expectations will be further clarified in BIM protocols, if used.
- Mithun will use email and a mutually acceptable platform for file sharing. Managing a centralized document system for external team members is outside of Mithun's scope. During construction, Contractor is expected to take over the primary responsibility for electronic file sharing and document management.
- Unless paper copies are specifically required or requested, Mithun will produce all deliverables, progress documents, and communications in PDF format.
- Mithun will not be responsible for permit application and review fees.
- Mithun will provide project statistics, including floor areas that are readily available at each stage of design and will provide required area calculations for jurisdictional approvals.

Optional Additional Services

- Design studies and presentations requested by Owner in addition to those listed above.
- Mithun relies on graphics and 3-d visualization tools to communicate design ideas as part of its basic services. Physical models, professional quality renderings, fly-throughs, and virtual reality presentations can be produced in-house or by our visualization consultants as an additional service. This level of presentation materials may be required for jurisdictional design review and can be an important part of marketing or fund-raising.
- Production of marketing materials.
- Attendance or participation at Public, Stakeholder, or Neighborhood Outreach meetings.
- Non-standard waterproofing details & consultant coordination for non-typical subgrade conditions, such as high hydrostatic pressure, contaminated soils, methane control.
- Scopes to be coordinated after Validation:
 - Water feature design and coordination.

- Larger scale horticultural-level garden design (like sensory gardens).
- Large scale custom play structure and outdoor exhibit design and coordination.
- Coordination with the Owner's Arborist.
- Street Frontage Improvements.
- Built-in site components, such as fireplaces or grilles. Furniture selection and custom furniture design.
- Furniture selection and final specifications.
- Assistance with art selection, graphics opportunities, and art integration with project design.
- LEED / other green rating system documentation and management of the certification process.
- Energy modeling and Life Cycle Analysis.
- Coordination with more than one general contractor to perform the work.
- Assistance with preparation of Owner-Contractor Agreement.
- Production of a Conformed set.
- Evaluation of substitution requests (if substitutions are allowed by Owner) for reasons other than those listed in the Procurement Phase above.
- Construction site visits and meetings in excess of the amount listed above. Contract Administration beyond 16 months.
- Response to unnecessary or incomplete RFIs.
- Phased punch list and close-out.
- Punch list walk-throughs, beyond the number negotiated with Forma at GMP.
- Revit shop drawing integration during CA phase.
- As-built model and documents based on record documents supplied by Contractor.

Fee Summary

Architectural

Schematic Design (30% Design)	\$132,800
Design Development (60% Design)	\$144,000
Permit (80% Design)	\$120,000
Issued for Construction	\$120,000
<i>Architectural Services Total</i>	<i>\$516,800</i>

Landscape

Schematic Design (30% Design)	\$47,000
Design Development (60% Design)	\$30,200
Permit (80% Design)	\$41,600
Issued for Construction	\$25,000
<i>Landscape Services Total</i>	<i>\$143,800</i>

LEED v4.0 Silver Certification Support

(8) credits at \$750	\$6,000
15% contingency	\$900
<i>LEED Services Total</i>	<i>\$6,900</i>

Hourly Fees:

Staff Level #1 (Craig Curtis)	\$295
Staff Level #2	\$255
Staff Level #3 (Christian Runge)	\$220
Staff Level #4 (Crystal Loya & Dustann Jones)	\$200
Staff Level #5	\$190
Staff Level #6 (Shaine Wong & Michael Everett)	\$180
Staff Level #7 (John Whitaker)	\$170
Staff Level #8	\$160
Staff Level #9	\$150
Staff Level #10	\$135

Reimbursable expenses, such as courier services, mileage, travel expenses, reprographic services, photography, long distance communications, and permit application and review fees, are not included in this proposal. These expenses will be charged at 1.10 times their cost.



103-858 Bank Street
Ottawa, ON, K1S 3W3
P 613 567 8889
www.CHMfire.ca

Proposal for Fire and Code Consulting

Date November 5, 2025

Project Hands On Children's Museum – Olympia, WA

Client Mithun Attn: Crystal Loya

Address Pier 56, 1201 Alaskan Way #200, Seattle, WA 98101

Phone 206 623 3344

Email crystall@mithun.com

Thank you for the invitation to assist Mithun with this proposal for Fire and Code Consulting for the new extension to the existing Hands On Children's Museum (HOCM) located in Olympia, WA. CHM Fire Consultants Ltd (CHM) (consultant) will be contracted to Mithun (client), and this proposal is based on the meetings, emails and drawings from the past week.

Project Understanding

The existing HOCM is being extended with a new building and outdoor areas. The new building extension will be three floors of approximately 17,000sf. The new building has mixed uses with areas to be utilized for exhibitions, events, galleries and include spaces for education and administrative offices. The building will include use groups are A-3, B and E. Some of the spaces will be flexible in use and could be A-3 or E use, and therefore the building is to be designed to allow for the use flexibility.

The building structure is to be predominantly timber framed, utilizing mass timber and light frame. A new walkway at the second floor will connect the new building to the existing HOCM building.

The City of Olympia adopts the 2021 Washington State Building Code (WSBC) based on the 2021 International Building Code (IBC).

Scope of Consulting Services

The role for CHM will be to assist Mithun and the project team with advice related to the fire safety and code compliance for the new HOCM building. The project is in an initial schematic design (SD) phase as the building space-planning, uses and rooms are determined.

Given the desire to use timber for as much of the structure as possible, our initial role will be to assist Mithun with determining the most suitable construction type and working with the project team to allow the building to be built with a timber structure.

Based on an initial review, the most appropriate construction type for the building will be either Type IIIB or VA, with the pros and cons of other construction types to also be considered. The inclusion of Assembly uses to the third floor rules out construction type VB. The floor area proposed is within all construction type limits. A question to be addressed will be the use of timber within the exterior walls and the differences between Type III and Type V.

The other question to be initially addressed is the construction of the pedestrian bridge connecting the existing and new buildings and the materials permitted. Advice on WSBC Section 3104 for buildings connected by pedestrian walkways will be provided. This section has been rewritten in recent IBC editions, though is still not as clear as it could be. A review of the ICC code change proposals may assist, or an ICC Opinion may help.

As the design progresses through SD, we can assist with reviews of the working drawings against the WSBC and provide feedback on the methods for compliance for the proposed building and assist Mithun with options and questions. This would be in the form of online meetings, mark up of drawings (Bluebeam) and associated notes.

If required, we can document a Fire Safety and Code report that details all relevant code information for the building, based on the SD or early Developed Design drawings. We can also assist by attending meetings with the City of Olympia.

QUALIFICATIONS

CHM Fire Consultants is a consulting firm specialized in the practice of code consulting and fire engineering with special emphasis on timber-based products and timber construction. The expertise of the firm is highly regarded by both our clients and peers in providing sound professional advice and creative solutions for timber construction. CHM provides leading-edge expertise and experience in the application of building codes, fire tests and timber product solutions to address a wide variety of fire safety issues.

This project will be led by David Barber, supported by Dr. Steve Craft.

COMPENSATION

CHM will perform the above scope of service based on hourly rates. For the advice during the SD phase and general consulting related to construction type, the pedestrian bridge, exterior walls and WSBC compliance, we recommend an initial budget of 20 hours with a not to exceed value of \$6,600.

If the number of hours approaches the not to exceed value, we would notify you in writing and request an extension. Invoices will be raised at approximately 50% and 100% of the not to exceed value and will itemize all tasks and deliverables for the hours spent.

We have assumed there would be no requests for *Alternative materials, design and methods of construction and equipment* (AMMR) required for the project. If needed, we would work with Mithun on a revised scope and agreed fee for the additional work.

Below are CHM's current hourly rates, which may be revised periodically.

- David Barber - USD\$330/hr
- Dr. Steve Craft - USD\$340/hr
- Additional Technical Staff -USD\$100 - \$300/hr

We can start as soon as required and have assumed our role would occur over the next six months. If the schedule extends or the building design varies significantly, we will request an amendment to our not to exceed fee. Our role does not include for the specification or design of fire protection systems.

The above fee includes consulting only and expenses, such as for travel, will be billed in addition. Services will be provided in accordance with the attached 'Terms of Engagement' which forms an integral part of this agreement. Sales taxes will be added to the fees above as required.

CLIENT ACCEPTANCE

Thank you for the opportunity to provide this proposal. We are very interested in assisting Mithun with the new HOCM project. If you are in agreement with the above scope, please sign below and return a copy to us as our authorization to proceed. Alternatively, please provide us with an authorization in writing that makes reference to this proposal. Please contact me if you need any clarifications or require any further questions.

Prepared by,



David Barber
CHM Fire Consultants Ltd.

Accepted by,

Name (Print) _____ Signature _____ Date _____

Mithun Design Group

TERMS OF ENGAGEMENT

The Client agrees to retain CHM Fire Consultants Ltd (CHM) to provide professional consulting services under the following terms of engagement:

1. Compensation

A verbal request for CHM to proceed with services is also deemed to be an acceptance of these terms and conditions. Services rendered and reimbursable expenses will be invoiced monthly in US dollars and are due immediately when invoices are rendered. Invoices or related correspondence may be rendered either in paper or electronic form. Unless otherwise agreed to, professional time will be billed at current billing rates, available upon request. Reimbursable expenses will be invoiced at cost plus 10%. Expenses include but are not limited to fees and expenses of sub-consultants, copying, reproduction, authority having jurisdiction fees, delivery, courier, travel, parking, lodging, and all applicable taxes. Questions regarding an invoice must be submitted in writing within 14 days of the invoice date. Interest will be charged at 2% per month (26.8% per annum) on accounts still unpaid after 30 days. CHM reserves the right to discontinue services, without penalty, in the event that any invoice is 90 days or more past due.

Any significant change in design requiring a change in the scope of services, or any verbal or written direction from the Client which results in a change to the scope of services as set out in the Agreement; shall be considered additional services and entitles CHM to an adjustment to the consulting fee and time schedule (if any) agreed upon.

2. Representatives

Each party to this Agreement shall designate a representative authorized to act on behalf of that party and receive notices under this Agreement. Unless otherwise agreed to, the person requesting services from CHM and any CHM staff responding are considered the designated representatives authorized respectively to act on behalf of that party and receive notices under this Agreement.

3. Suspension of Services

CHM reserves the right to suspend services under this Agreement if accounts are not paid within 30 days from the date of issue. CHM will not be held liable for any costs or delays caused by such suspension of services.

4. Termination

If either party fails to substantially perform their respective obligations under this Agreement, the non-defaulting party may terminate the Agreement with cause after giving 7 days' notice to remedy the default. CHM reserves the right to terminate this Agreement, to stop providing consulting services, and to withhold or withdraw any portion of their deliverables if payment of fees is in arrears or if fees have not been paid in accordance with the terms outlined herein. Either party may terminate this Agreement without cause, upon not less than 30 days' written notice. On termination by either party under this paragraph, the Client shall pay to CHM its' charges for the services performed and expenses incurred for this project.

5. Professional Responsibility

As required by PEO, CHM subscribes to a Professional Liability Insurance program. Notwithstanding any marketing materials or representations made elsewhere, CHM will only be responsible for exercising the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of services at the time and location for which the services are to be performed in this Agreement. Any review performed by CHM is not to be necessarily construed as exhaustive or complete.

6. Copyright

All documents prepared by CHM or on behalf of CHM in connection with the project are instruments of service for the execution of the project. CHM retains the ownership and copyright of such documents whether the project is executed or not. Use of these documents is contingent upon full payment to CHM for services rendered, and these may not be used on any other project without the prior written consent of CHM.

7. Field Reviews

Field reviews are performed at the sole discretion of CHM, to observe whether installations are being carried out in general consistency with the intent of documents prepared by CHM.

The scope of services is based upon the assumption of quality construction being achieved; deviations may require services beyond those agreed upon, at additional fees. Any reduction from the standard of installation recommended may result in CHM withholding final documents or professional Letters of Assurance for the installation, for which the Client shall not hold as basis for any claim against CHM.

8. Limitation of Liability

The Client agrees that any and all claims which the Client has, or may have, against CHM in any way arising out of or relating to CHM's duties and responsibilities under this Agreement shall be limited to the amount of compensation to be paid to CHM under the Agreement, and representatives of CHM shall have no personal liability in respect of such claims. CHM includes its current and former directors, principals, officers, employees, representatives and sub-consultants. "Claim" or "claims" shall mean a claim or claims whether in contract or tort. No claim may be brought against CHM in contract or tort more than 2 years after the services were completed or terminated under this Agreement.

CHM shall not be responsible for (but not limited to):

- a) unforeseen, unpublished or unknown changes in policies, decisions, code interpretations, bulletins, notices, etc., provided by any authority having jurisdiction that affect the delivery or results of CHM's services. CHM does not warrant or guarantee the results or timing of reviews by any authority having jurisdiction;
- b) failure of any contractor or other consultant, retained by the Client to coordinate or perform the work required at the project in accordance with the applicable contract documents or documents prepared by CHM;
- c) costs arising from implementation of CHM's recommendations;
- d) failure of the Client, property manager, or any future operators or other owners, to properly maintain, service or repair installations as necessary for proper use and functioning;
- e) design of, defects in, or the construction of the components of the project that are described and regulated under the applicable Building Code; other than Part 3, the fire and life safety aspects of Part 9, and the fire and life safety aspects of Vancouver Building Bylaw Part 10;
- f) consequences of any project decisions made by the Client, or others, where such decisions are made without the advice of CHM, or contrary to, or inconsistent with, the advice offered by CHM;
- g) consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
- h) unauthorized reliance by others on any document prepared by, or on behalf of CHM, for the exclusive use of the Client;
- i) discovery, reporting, analyses, evaluation, presence, handling, removal, or disposal; of toxic or hazardous substances or materials in any form at the project;
- j) failure of the project to perform in accordance with the target of any energy or sustainability criteria or model including but not limited to LEED; or
- k) any delays or losses caused by disruptive events beyond CHM's control, including but not limited to: labour disruptions, power outages, electronic document transmission disruptions, extreme weather, natural disasters, calamities, force majeure, etc.

9. Dispute Resolution

The parties to this Agreement shall make all reasonable efforts to resolve any dispute by amicable negotiations and agree to provide, on a without prejudice basis, full and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the parties have been unable to resolve a dispute, either party may, by written notice, require the appointment of a mediator in accordance with the latest edition of CCDC 40, "Rules for Mediation and Arbitration of Construction Disputes", to assist parties to reach an agreement. Unless the parties agree otherwise, the mediated negotiations shall be conducted in accordance with those rules, amended as follows:

All references to the term "Contract" within CCDC 40 shall refer to "this Agreement";



20 November 2025 (Revision 1)

Crystal Loya
Associate Principal

Mithun

Pier 56, 1201 Alaskan Way, Suite 200
Seattle, WA 98101
206.971.3427
crystall@mithun.com

Re: Hands On Children's Museum / Olympia, Washington, United States

Crystal,

We are pleased to submit this proposal for professional services as Lighting Designers for the above Project. This proposal is based on proposal mark ups received on 13 November 2025, an email received on 13 October 2025 and all subsequent communication. We understand the Project to be a 20,000 square foot museum addition (~12,000 square feet of areas in HLB's scope) with an estimated construction budget of \$20.1 million (current publicly funded budget with continued fundraising). We are aware of the Client's sustainability goals and will work with the team to design a project targeting LEED Silver certification within our Scope of Services.

HLB will provide our documentation to the design-build Electrical Contractor at the completion of the Design Development phase. The Lighting Designer will review and comment on the Architect's and Electrical Engineer's documentation throughout the Construction Documents phase to ensure the design intent is maintained.

DESIGN AND CONSTRUCTION SCHEDULE

The Scope of Services and compensation is based on the discussed approximate design and construction schedule as follows:

Phase	Duration
PHASE 1 DESIGN DEVELOPMENT (SCHEMATIC DESIGN & DESIGN DEVELOPMENT)	21 Weeks
PHASE 1B TECHNICAL DOCUMENTATION (CONSTRUCTION DOCUMENTS & PERMITTING)	16 Weeks
PHASE 2 CONSTRUCTION ADMINISTRATION (NOT INCLUDED IN THIS CONTRACT)	14-16 Months

SCOPE OF WORK

The Scope of Services include design for the following areas:

Interiors:

- Entry
- New Lobby
- Pier
- New Exhibit Spaces (Base Building/Architectural Lighting Only)
- Lobby & Tickets (Minimal Scope)
- Orientation (Minimal Scope)

Exteriors:

- Arrival Plaza
- Pier
- Outdoor Event Space

SCOPE OF SERVICES

The following professional services and deliverables are included as listed below. The Scope of Services assumes all "local" meetings will occur in Seattle, Washington, United States.

PHASE 1 – DESIGN DEVELOPMENT

1 SCHEMATIC DESIGN

- 1.1 Participate in design conferences with the Client, Owner, Architect, and other consultants to discuss project concepts, illumination criteria, project cost guidelines, and schedule parameters. Time for up to four (4) hours of local meetings or online conferences during this phase is included in the fee.
- 1.2 Prepare design studies and analysis for visual tasks to be performed by the occupants and functional requirements for the lighting system.
- 1.3 Prepare a Basis of Design outlining recommendations for lighting design for Client approval. The Report may discuss items for each area type that includes lighting design approach, design criteria, sustainability criteria, target light levels, power densities, color temperature, estimated luminaire budgets, control intent, and may also include diagrams or representative precedent imagery.
- 1.4 Prepare a Schematic Lighting Design Package (8-1/2" x 11" or 11" x 17" digital format) with up to three (3) design schemes for each area type that includes: sketches, illustrated plans and elevations, imagery and other visual presentation elements required for communication of the lighting design intent within the Design Team.
- 1.5 Participate in a presentation of lighting design intent to the Client and Design Team. Time for up to two (2) hours of local meetings or online conferences is included in the fee.

Deliverables in this phase:

- One (1) issuance of the Basis of Design
- One (1) issuance of the Schematic Lighting Design Package

2 DESIGN DEVELOPMENT

- 2.1 Participate in design conferences with the Client, Owner, Architect, and other consultants. Time for up to eight (8) hours of local meetings or online conferences during this phase is included in the fee.
- 2.2 Participate in a presentation of lighting design intent to the Client and Design Team. Time for up to two (2) hours of local meetings or online conferences is included in the fee.
- 2.3 Prepare electric lighting calculations for typical representative space types as required for in-house verification of design concepts. Calculations are used as a design tool to study quality and quantity of luminaires only and are not intended to create photo-realistic presentation renderings.
- 2.4 Prepare preliminary design and layouts of proposed luminaires by the creation of an Autodesk Revit lighting model (LOD 200) based on electronic Revit backgrounds provided by the Architect when ceiling information has been sufficiently resolved (heights and types of ceilings).
- 2.5 Prepare a preliminary Luminaire Schedule (single-name specification), Product Data Sheets, and sketch recommendations for architectural mounting details.
- 2.6 Prepare general specification Section 26 5113 Architectural Luminaires, Sources, and Components for the architectural luminaires (in CSI format).
- 2.7 Assist with establishing allowances or budgetary probable costs (material cost only) of specified luminaires for preparation of a preliminary cost estimate by the Contractor/Cost Estimator.
- 2.8 Assist with confirmation of compliance with the maximum allowable connected load for luminaires as dictated by the lighting section of applicable energy code. Spot check evaluations shall be performed for typical area types for in-house verification of compliance with the energy code or energy reduction goals.
- 2.9 Prepare a preliminary Control Intent Narrative and/or Zoning Diagrams for zoning and lighting controls performance for spaces where specialized lighting controls or zoning are within Scope of Work or for spaces which exceed the minimum lighting controls code requirements.
- 2.10 Prepare reviews and comments on the Design Development documents prepared by the Architect and their Consultants for conformance with the lighting design intent.

Deliverables in this phase:

- Up to two (2) issuances of Luminaire Layouts
- Up to two (2) issuances of the Luminaire Schedule and Product Data Sheets Package
- Up to two (2) issuances of Architectural Luminaire Specification Section 26 5113
- One (1) issuance of the Luminaire Budget
- One (1) issuance of preliminary Control Intent Narrative and/or Zoning Diagrams

PHASE 1B – TECHNICAL DOCUMENTATION

3 CONSTRUCTION DOCUMENTS

- 3.1 Participate in conferences with the Client, Owner, Architect, and other consultants. Time for up to twelve (12) hours of local meetings or online conferences during this phase is included in the fee.
- 3.2 Assist with the coordination of the lighting design with the architectural and electrical design.
- 3.3 Prepare updated layouts of proposed luminaires as mark-ups on the Architect's and/or Engineer's documents.
- 3.4 Assist with the evaluation of a cost estimate (material cost only) prepared by the Contractor/Cost Estimator for specified luminaires and control equipment.
- 3.5 Prepare reviews and comments on the Construction Documents prepared by the Architect and their Consultants for conformance with the lighting design intent.

Deliverables in this phase:

- Up to two (2) issuances of Luminaire Layouts as Mark-Ups
- One (1) issuance of written responses to the Cost Estimate
- Up to two (2) issuances of reviews and comments of Construction Documents

4 PERMITTING

- 4.1 Participate in conferences with the Contractor, Client, Owner, Architect, and other consultants. Time for up to four (4) hours of local meetings or online conferences during this phase is included in the fee.
- 4.2 Assist with responses for lighting-related Plan Review comments by Authorities Having Jurisdiction over the Project.

Deliverables in this phase:

- Up to two (2) issuances of responses to Plan Review comments

BIM COLLABORATION PROTOCOLS

1. The BIM model(s) shall be created and delivered to the Lighting Designer in Autodesk Revit.
2. The Lighting Designer will provide luminaire layouts as a Revit linked model for incorporation into the architectural model for reference by the Architect and Electrical Engineer.
3. The modeled deliverables provided by the Lighting Designer shall be graphically represented within the model to the Level of Development (as defined by 2024 BIMForum LOD specification) per phase as noted in the matrix below:
 - a. Level of Development 200: The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Model content is limited to show design and intent of the lighting system.
 - b. Level of Development 300: The Model Element is graphically represented within the Model as a specific system, object, or assembly in terms of quantity, size, shape, location, and orientation. Approximate spacing and location for supports and seismic control and allowances for access or code clearances shall be the responsibility of the installation Contractor. Model content is limited to show design and intent of the lighting system.
 - c. Level of Development 350: The Model Element is graphically represented within the Model as the design specified system, object, or assembly in terms of quantity, size, shape, location, and orientation. Actual spacing and location for supports and seismic control and allowances for access or code clearances shall be the responsibility of the installation Contractor.
 - d. Level of Development 400: The Model Element is graphically represented within the Model as the design specified system, object, or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Final coordination shall be the responsibility of the installation Contractor.

Phase	Level of Development	Lighting Package Delivery Frequency*	ACC** Model Sharing Frequency
Schematic Design	N/A	N/A	N/A
Design Development	200	Weekly	Weekly
Construction Documents	N/A	N/A	N/A
Permitting	N/A	N/A	N/A

*Deliverables including BIM Model

**Autodesk Construction Cloud

4. An increased Level of Development (LOD) for the lighting BIM model, as outlined in the table above may be provided as an Additional Service.
5. BIM lighting model exchanges will be provided as outlined in the table above. BIM model exchanges beyond the frequency listed and in addition to the milestone issuances listed in the Scope of Services may be provided as an Additional Service.
6. Live model sharing is intended for coordination purposes only and must adhere to established access controls, change tracking, and periodic review protocols. The model should be considered a work-in-progress and should not be used as a final reference without confirmation of its status.

7. The BIM model may be utilized for coordination purposes only. It will serve as a tool to support design alignment and integration but will not include detailed modeling or documentation.
8. BIM model updates are not included during the Construction Administration phase but may be provided upon request as Additional Services.
9. Inclusion of manufacturer-specific luminaire families, IES photometry files, parametric detailing, design visualizations or renderings, and integration of energy data into the Revit model are excluded from the Scope of Services but may be provided as an Additional Service.
10. Detection or identification of cross-discipline clashes in the Revit model are not performed by the Lighting Designer. Review of clash detection reports by others is excluded from the Scope of Services.
11. If requested by the Owner or Client, the lighting BIM model may be transferred at the conclusion of the scope outlined in the Scope of Service above, subject to the execution of a BIM/Revit release form. Prior to transfer, the model will be cleaned and prepared to ensure clarity and usability. This handoff is contingent upon the Owner's request and acceptance of the specified terms.

LEED Silver Services (Optional / Add Alt Service, not included in base scope)

LEED Base Services: The Project is intended to achieve a LEED Silver Rating under the BD+C NC v4.1 system. HLB will work with the Architect, LEED Consultant and/or the Whole Building Energy Simulation Consultant and provide assistance and review for areas within our scope, for the following LEED points, if sought:

1. SS Credit: Light Pollution Reduction – Option 1 BUG Rating Method
 - Provide luminaire schedule showing uplight ratings to the Architect or LEED Consultant.
2. EQ Credit: Interior Lighting
 - Provide design solutions for EQ Credit: Interior Lighting – Strategies 1 or 2. Design and documentation for Strategies 3 (Lighting Control) and 4 (Surface Reflectance) shall be the responsibility of the Electrical Engineer, Architect or Interior Designer.

The above scope does not include LEED On-line or Energy Star or Total Power Density more than 15% reduction below Std 90.1 2016. HLB will provide a Lighting Control Narrative, but no additional documentation unless full control specifications are part of our scope. Additional points are available under optional services below.

Optional Services:

1. LEED Certification design coordination and compliance documentation can be provided for the following LEED for BD+C New Construction Version 4.1 credits:
 - EQ Daylight Credit: HLB will perform simulations for only one of the following Options, to be selected by Architect:
 - Option 1: Spatial Daylight Autonomy (sDA) and Annual Sunlight Exposure (ASE) calculations (1-3 pts: New Construction/Core and Shell/Schools/Retail/Data Centers/Warehouses/Distribution Centers or 1-2: pts Healthcare). Perform annual simulations as defined in IES LM-83-12 for each regularly occupied space. Additionally, supply average $sDA_{300/50\%}$ value for the total regularly occupied floor area. Note: For any regularly occupied spaces with $ASE_{1000,250}$

greater than 10%. Architect or LEED Consultant shall be responsible for identifying how the space is designed to address glare.

- Option 2: Point in Time illuminance Calculations on clear-sky equinox date (1-3 pts: New Construction/ Core and Shell/ Schools/ Retail/ Data Centers/ Warehouses/ Distribution Centers or 1-2 pts: Healthcare). Examine TMY data to calculate averaged illuminance intensity values for sun (direct component) and sky (diffuse component) for clear-sky conditions. Perform simulations that demonstrate illuminance levels are between 300 lux and 3,000 lux at both 9 a.m. and 3 p.m. for each regularly occupied space. Blinds or shades are excluded from the model, however view-preserving automatic (with manual override) glare-control devices are required to demonstrate compliance.

EXCLUDED SCOPE OF WORK

The following scope areas are not included in this proposal and may be provided by the Lighting Designer as additional services if requested:

- Exterior building lighting
- Pre-K Classrooms & Outdoor Space
- Culinary Classroom
- Event Rooms
- Offices
- Garden Edge / Buffer Space
- Elevator cabs
- Egress stairwells
- Electrical, mechanical, telephone, IDF, and MDF rooms
- Storage, trash, and janitorial rooms
- Commercial kitchens
- Exterior building façade lighting
- Sports and athletic fields, and children's playgrounds
- Parking garages and lots
- Public streets, roadways, highways, including driveway entrances occurring in the public right-of-way
- Storage or service yards and loading docks
- Industrial sites, including but not limited to, rail yards, maritime shipyards and docks, piers and marinas, and aviation facilities
- Water features, pools, and spas
- Internally illuminated signs
- Monuments and statuary
- Outdoor lighting for special effects
- Temporary outdoor lighting
- Lighting related to off-site improvements
- Lighting for green/living walls
- Light art installations
- Lighting integrated into display cases
- Temporary or permanent exhibits
- Lighting for theatrical or other live performances, and rigging
- Walk-in freezers or refrigerated cases

EXCLUDED SERVICES

1. The following services are not provided by the Lighting Designer:
 - Emergency, egress, exit lighting, and exit sign design and calculations
 - Comparative life-cycle cost analysis for electric lighting systems
 - Preparation or review of record drawings or as-built documentation
 - Design of any structural engineering details such as light pole bases, electrical equipment suspension, seismic bracing, and other supports, which require the review and approval of a licensed engineer
 - Traffic signage lighting
 - Lighting required by the Federal Aviation Administration and the Coast Guard or similar agencies

2. The following services are assumed to be provided by the Electrical Engineer:
 - Emergency, egress, exit lighting, and exit sign design and calculations
 - Lighting layouts and specifications for areas not listed in the Scope of Work above
 - Lighting controls system design, layout, and specifications
 - Energy code calculations and compliance documentation
 - Services normally within the scope of the Electrical Engineering discipline

COMPENSATION FOR PROFESSIONAL SERVICES

The Scope of Services listed herein will be provided as a fixed fee to be billed on a percent complete basis as follows:

PHASE	FEE	
Phase 1 Design Development (Schematic Design & Design Development)	\$24,000	Budget held on Phase 1 Proposal Final design proposal in alignment with SARE will be submitted to client for review and approval in SD: \$8,000 base fee \$20,000 allowance
Phase 1B – Technical Documentation (Construction Documents & Permitting)	\$8,000	
TOTAL	\$32,000	
General Reimbursable Expenses	\$500	

ADDITIONAL SERVICES	FEE
Daylighting Services*	\$21,000
Full Design/Documentation for the following spaces:	
• Lobby & Tickets	\$15,000
• Orientation	
• Café	
• Museum Store	
LEED Silver Services	\$3,000

***Daylighting Services (Optional Service, not included in base scope):**

Provide studies and recommendations to guide and inform the daylighting design. Support the design team in developing integrated daylighting and shading strategies that enhance access to natural light, preserve views, and ensure year-round visual comfort across all regularly occupied areas, in coordination with electric lighting design, through the Phase 1 (Design Development) phase:

1. Investigate methods to optimize daylight in accordance with best practice, high-performance building criteria and owner-specific design guidelines.
2. Identify times of solar glare risk and assess performance requirements of solar control strategies.
3. Develop simulations to assess daylight performance and determine illuminance levels over daylight areas. Assess light sufficiency of key areas such as exhibition spaces, gathering spaces, and applicable support spaces.
4. Advise on the visual properties of glazing and solar control systems for envelope and openings, and the light-related properties of material selections of the interior design, for the purpose of optimizing the daylighting design.

The proposal assumes all areas of the Project will be authorized and will proceed on a concurrent schedule. If areas or issuances of documents for the Project are not authorized or proceed on a non-concurrent schedule, the proposal will be subject to further negotiation.

Invoices will be submitted monthly and will be payable within thirty (30) calendar days after the invoice date. All invoices not paid within thirty (30) days of submission will be assessed a finance charge of 1.5% of the remaining balance per month.

Time spent on out-of-town travel is not anticipated and therefore is not included in the fee.

SALES TAX

Sales tax laws vary by geography and local government. If sales taxes apply to your jurisdiction, they will be charged to the Project in addition to the fees described in this proposal.

HOURLY RATES

Should Additional Services be required beyond the Scope of Services included in this proposal, they will be invoiced on a time and expense basis at HLB's hourly rates, adjusted annually on October 1st for salary increases, during the life of the Project.

REIMBURSABLE EXPENSES

Reimbursable expenses shall be invoiced above and beyond all fees for professional services at cost times a multiplier of 1.15. Receipts will be provided with each invoice. Reimbursable items shall be as follows:

1. Reproductions will be billed at cost plus the multiplier.
2. Local travel expenses including but not limited to: parking, taxis, ride sharing (including surcharges), public transportation, and tolls.
3. Overnight delivery, handling, and postage charges.
4. Local delivery, handling, and postage charges.
5. Automobile mileage required to meet Project meeting requirements and site visit requirements. The rate used will be the current IRS standard mileage rate.
6. Fees and charges for Client, Owner or Contractor hosted software platforms, programs, or documents the Lighting Designer is required to use by the Client, Owner, or Contractor for the development of this Project.
7. Costs to obtain product samples, mock-up materials, and all approved equipment used exclusively in the development of this Project.

ADDITIONAL SERVICES

The following services may be provided as Additional Services that may arise as the Project proceeds. Upon recognizing the need to perform Additional Services, written authorization from the Client will be required to proceed.

1. Construction Administration phase services.
2. Attendance or participation in conferences beyond those indicated in the Scope of Services.
3. Preparation of specialized 2D and 3D renderings or other visual presentation elements not noted in the Scope of Services.
4. Preparation of studies, analysis, or documentation for Environmental Impact Report (EIR) submissions.
5. Preparation of documentation or attendance at public hearings or meetings related to Entitlements.
6. Daylighting Services to study illumination and visual comfort in daylighted spaces to enable a holistic integration and control of natural and electrical light.
7. Advanced Revit services, including the creation of custom luminaire families, luminaire schedules, specifications, design visualization or renderings, and inclusion of energy data or .IES files.
8. Preparation of drawing sheets with a Project title block provided by the Client for incorporation into a drawing set for issuance.
9. Fully dimensioned luminaire layout plans.
10. Preparation of a multiple-name luminaire specification.
11. Preparation of annotated Product Data Sheets.
12. Time for the selection of decorative luminaires beyond four (4) hours of time that is assumed to be included in the base Scope of Services.
13. Design and development of custom luminaires, testing, and evaluation of prototypes.
14. WELL Certification design and/or preparation of compliance documentation.

15. Research, analysis, and design of germicidal lighting solutions with UV technology and controls.
16. Assist with confirmation of compliance with the maximum allowable connected load for luminaires as required by the lighting section of the applicable energy code in the form of a COMcheck file or data entry into COMcheck-Web.
17. Analysis and calculations associated with Light Trespass for new and existing conditions including community meetings, presentations, and site lighting survey of surrounding neighborhood.
18. Preparation of electric lighting point-by-point calculations in electronic (.dwg or .pdf) format for review by the Client, Owner, Contractor, other Consultants or Authorities Having Jurisdiction over the Project.
19. Lighting controls system design, layout, and specification.
20. Architectural Lighting Controls Specification Section 26 0923, including full zoning, load schedules, equipment schedules, and product data sheets.
21. Preparation of Lighting Control Device Schedules.
22. Preparation and coordination of DMX Address Schedules for factory addressing of luminaires by the luminaire manufacturer(s).
23. Design and commissioning of addressable Internet of Things (IoT), Power over Ethernet (PoE), dynamic, or Smart lighting controls systems.
24. Preparation of additional issuances of drawings, specifications, or other documents beyond those indicated in the Scope of Services.
25. Preparation of revisions of drawings, specifications, or other documents when such revisions are required by changes to previously approved design criteria.
26. Preparation of additional studies of designed areas as a result of design changes during the Design Development and Construction Documents phases or between submitted packages.
27. Preparation of additional or out of sequence issuances of documents, addenda, attendance at "page-turning" meetings, pre-bid or post-bid conferences or walk-throughs.
28. Value Engineering and/or redesign services if construction cost estimate for lighting equipment is within project budget for lighting equipment.
29. Preparation of documentation compliance as related to the lighting for public utility rebate programs.
30. Design, observation of construction, testing, and evaluation of full-scale mock-ups.
31. Review and testing of luminaire and/or lighting controls system substitutions proposed by others in our lighting laboratory, on site, or at the manufacturer's facilities.
32. Assistance with coordination of lighting equipment orders and deliveries from manufacturers.
33. Coordination or design of lighting in media walls, custom LED applications, internally illuminated signage, photovoltaics, or other specialized applications or special effects.
34. Design and specification of lighting for growth and/or maintenance of trees and other plantings.
35. Lighting for theatrical, televised broadcast, filming, video-taping or other production functions.

36. Revisions to Construction Documents when such revisions are:
- a. Imposed by plan review comments, health department comments, or landlord or developer comments, which are not consistent with applicable standard building codes.
 - b. Inconsistent with approvals or instructions previously given by the Client.
 - c. Required by newly enacted or revised codes and regulations after the Construction Documents have been prepared.
 - d. Required by the acts or omissions of the Client, Owner, or another Consultant.
37. Focusing diagrams for adjustable luminaires on backgrounds provided by the Architect.

PROJECT SPECIFIC TERMS AND CONDITIONS

- a. The parties understand and agree to the following: Architectural lighting design is not a licensed profession, and the services performed by the Lighting Designer, whether included in this contract or not, do not require a licensed professional. Further, the Lighting Designer does not provide architectural or engineering services or stamped drawings, regardless of the existence of licensed architects or engineers as officers, employees, or sub-consultants of the firm. In particular, the Lighting Designer will not be responsible for the selection, designation, design, specification, or calculation of luminaires for emergency or exit lighting or filing documents with municipal and regulatory agencies.
- b. The Lighting Designer cannot and will not bear responsibility for the final results of the lighting design, if not contracted through Construction Administration.
- c. The Lighting Designer does not guarantee that credit for any specific LEED or WELL points will be obtained.
- d. The Lighting Designer does not guarantee the survival of plants or animals. The Owner shall provide criteria for lighting levels and color spectra for such purposes, and that shall form the basis for the daylighting and electric lighting concepts. The Lighting Designer will design to those criteria or inform the Owner of the extent to which the design may differ from those criteria.
- e. Should building department or similar audits be required, they shall be viewed as additional services, and we shall charge on a time and expense basis.
- f. When maximum electrical lighting loads permitted by code are determined by others, the Lighting Designer will not commence any layouts until written information is received defining these loads or be responsible for any delays resulting therein, nor will the Lighting Designer be responsible for or assume the cost of any re-design resulting from error in such calculations performed by others.
- g. The Lighting Designer will design to the best of their ability according to building codes but will be dependent upon the licensed professionals (Architect or Engineer) for notification of non-compliance prior to approval of lighting equipment submittals and will not be responsible for problems which arise during construction due to non-compliance with codes.
- h. The Lighting Designer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Architect, Owner, and the Owner's other consultants. The Lighting Designer shall provide prompt written notice to the Architect, Owner, and the Owner's other consultants if the Lighting Designer becomes aware of any error, omissions or inconsistencies in such services or information. The Lighting Designer shall have no affirmative duty to review the services provided by the Architect and the Owner for such errors, omissions or inconsistencies and the duty to notify shall extend only to such items as they may become aware of such items either through the performance of Lighting Designer's services under this Agreement.

- i. The Lighting Designer will not be responsible for design of emergency, egress or exit lighting systems or for designation of luminaires for emergency, egress or exit lighting systems.
- j. The Lighting Designer will not be responsible for any changes in their final drawings and specifications or the unintended use of the final drawings and specifications unless approved by the Lighting Designer. Changes include, but are not limited to, substitutions of and/or by manufacturers, variations in layouts, quality, and quantity of luminaires, etc.
- k. The Lighting Designer will not be responsible for any errors, equipment failures or delays caused by manufacturers, contractors, shippers, installers, or users, nor is the Lighting Designer responsible for a contractor's failure to conduct the construction in a workman-like manner or in accordance with contract documents or recommendations.
- l. Existing conditions: The Architect shall provide the Lighting Designer, in writing, with information about any existing ceiling conditions that could affect luminaire selection and/or location, prior to issuance of Lighting Designer's Design Development drawings. If this information is not provided, the Lighting Designer will assume that no restrictions exist and will proceed accordingly. If conditions are found during construction that necessitate changes, additional services will have to be authorized by the Architect for the Lighting Designer to make these changes.
- m. The Architect/Construction Manager/Owner shall provide the Lighting Designer, in writing, with information about the required lighting budget. If this information is not provided, it is assumed that the final budget reviewed and approved in Design Development is the agreed upon lighting equipment budget. If the lighting must be redesigned due to changes in the agreed upon lighting equipment budget or for other overall project budget reasons, this redesign work will be considered an additional service.
- n. This proposal will remain valid for thirty (30) days after the date it is written. If the accepted proposal has not been received in the Lighting Designer's office by the end of this period, its terms and conditions will be open for further negotiations.
- o. It is assumed that the Lighting Designer's work will be completed according to a mutually agreed upon schedule. If consulting work is stopped for more than ninety (90) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
- p. This agreement is subject to cancellation by either party at any time upon ten days written notice. In the event of cancellation, all accrued charges become due for work completed to that point.
- q. To resolve any conflicts that arise during the design and construction of this Project or following the completion of this Project, all parties agree that all disputes between them shall be submitted to non-binding mediation unless the parties mutually agree otherwise. In the event the parties to this agreement are unable to reach a settlement of any dispute in accordance with mediation, then the dispute may be resolved with an alternate method only if agreed upon by both parties. The prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees, and all other related expenses in such litigation.
- r. The Lighting Designer shall indemnify and hold Client and Client's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Lighting Designer, its employees and its consultants in the performance of professional services under this Agreement.

- s. All publicity about the Project where credits are given shall include the name of HLB Lighting Design as Lighting Designers.

We trust the above meets with your approval and would appreciate your signing a copy of this proposal and returning it to us at your earliest convenience. The returned copy will serve as our authorization to proceed.

ACCEPTED BY:

Horton Lees Brogden Lighting Design Inc.

Mithun



SIGNATURE

SIGNATURE

Brandon Thrasher, CLD, IALD, MIES, LEED AP

NAME

NAME

Senior Principal

TITLE

TITLE

20 November 2025

DATE

DATE

December 11, 2025

Crystal Loya
Mithun
Pier 56, 1201 Alaskan Way #200
Seattle, Washington, 98101

Subject: **Hands On Children's Museum (HOCM) Addition, Olympia WA**
Re: Civil Engineering Services- Phase 1 + Phase 2 Civil Engineering Services

Dear Crystal-

Thank you for providing us with the opportunity to submit this proposal for civil engineering services for the Hands On Children's Museum (HOCM) Addition. We are excited to work on this project. This proposal includes both Phase 1 and Phase 2 civil engineering services.

PROJECT UNDERSTANDING

This Progressive Design Build (PDB) project is for an addition to the existing HOCM in Olympia, Washington. While the exact building location is still in flux- we understand it to be in the vicinity of the red boundary shown in Figure 1 below.



Figure 1 Area of Work

This proposal includes civil engineering services via the progressive design build (PDB) model.

SCHEDULE

This proposal is based on the following durations:

Phase 1: Schematic Design (30% Design)	9 weeks
Phase 1: Design Development (30%-60% Design)	10 weeks
Phase 2: Construction Documents (60%-80%) + Permit	10 weeks
Phase 2: Construction Documents (80%-100%)	6 weeks

The submittal of the permit set with 80% Construction Documents is based on the project schedule dated August 22, 2025. Building and site design will need to be frozen a minimum of 4 weeks prior to the permit submittal date in order for Mayfly to prepare complete permit documents.

SCOPE OF WORK

Proposed services are listed under the following phase subheadings. Additional and more detailed deliverables are listed in the deliverables section.

Phase 1: Schematic Design (30% CD)

Basic Services include:

- Site Visit
- Biweekly Big Room Meetings (5@1.5 hours each)
- Integrated Design Support
- 30% Design Package Production for Demolition, Site Layout, Grading, Foundation Drainage and Utilities.
- Review of Survey and Geotechnical Report
- Specifications- Outline
- Biweekly Site Team Meetings (4@1 hour each)
- Develop Civil Project Narrative
- Respond to Contractor's questions during SD pricing.
- Respond to owners SD review comments.
- Incorporate project scope and design decisions resulting from Validation phase estimate and budget reconciliation and from Owner's review of Validation phase deliverables.
- Quality Assurance + Control

Additional Consultant Services Include:

- Integrated Design Support for Additional Consultant Services
- 30% Design Package Production for Site Stormwater and Stormwater Pollution Prevention Plans
- Design and Communication related to LOTT utilities.
- Turning Movement Studies.
- Review of Contaminated Soils Report + Contaminated Soils Coordination
- Sustainable Site Design Support

- Quality Assurance + Control for Additional Consultant Services

Phase 1: 30%-60% Construction Documents

Basic Services include:

- Biweekly Big Room Meetings (5@1.5 hours each)
- Integrated Design Support
- 60% Design Package Production for Demolition, Site Layout, Grading, Foundation Drainage and Utilities.
- Review of Survey and Geotechnical Report
- Specifications- Draft
- Biweekly Site Team Meetings (5@1hour each)
- Respond to Contractor's questions during pricing.
- Respond to owners review comments.
- Incorporate project scope and design decisions resulting from Validation phase estimate and budget reconciliation and from Owner's review of Validation phase deliverables.
- Quality Assurance + Control

Additional Consultant Services Include:

- Integrated Design Support for Additional Consultant Services
- 30% Design Package Production for Site Stormwater and Stormwater Pollution Prevention Plans
- Design and Communication related to LOTT utilities.
- Turning Movement Studies.
- Review of Contaminated Soils Report + Contaminated Soils Coordination
- Sustainable Site Design Support
- Quality Assurance + Control for Additional Consultant Services

Phase 2: 60% to 80% Construction Documents

Basic Services include:

- Biweekly Big Room Meetings (5@1.5 hours each)
- Integrated Design Support
- 80% Design Package Production for Demolition, Site Layout, Grading, Foundation Drainage and Utilities. This package will also be used for Permit intake and will include a storm drainage report.
- Review of Survey and Geotechnical Report
- Specifications- Final Draft
- Biweekly Site Team Meetings (5@1hour each)
- Participate in 2 meetings with the local Department of Transportation and Local Utility Companies. These meetings are expected to be organized and led by the Civil Engineering Consultant.

- Respond to Contractor's questions during pricing.
- Respond to owners review comments.
- Incorporate project scope and design decisions resulting from Validation phase estimate and budget reconciliation and from Owner's review of Validation phase deliverables.
- Quality Assurance + Control

Additional Consultant Services Include:

- Integrated Design Support for Additional Consultant Services
- 30% Design Package Production for Site Stormwater and Stormwater Pollution Prevention Plans
- Design and Communication related to LOTT utilities.
- Turning Movement Studies.
- Review of Contaminated Soils Report + Contaminated Soils Coordination
- Sustainable Site Design Support
- Quality Assurance + Control for Additional Consultant Services

Phase 2: 80% to 100% Construction Documents

Basic Services include:

- Biweekly Big Room Meetings (5@1.5 hours each)
- Integrated Design Support
- 100% Design Package Production for Demolition, Site Layout, Grading, Foundation Drainage and Utilities.
- Review of Survey and Geotechnical Report
- Specifications- Final
- Biweekly Site Team Meetings (5@1hour each)
- Respond to Contractor's questions during pricing.
- Respond to owners review comments.
- Incorporate project scope and design decisions resulting from Validation phase estimate and budget reconciliation and from Owner's review of Validation phase deliverables.
- Quality Assurance + Control

Additional Consultant Services Include:

- Integrated Design Support for Additional Consultant Services
- 30% Design Package Production for Site Stormwater and Stormwater Pollution Prevention Plans
- Design and Communication related to LOTT utilities.
- Turning Movement Studies.
- Review of Contaminated Soils Report + Contaminated Soils Coordination
- Sustainable Site Design Support

- Quality Assurance + Control for Additional Consultant Services

DELIVERABLES

In addition to the deliverables noted in the above scope- the following will be provided:

ITEM	Phase 1: 30%	Phase 1: 60%	Phase 2: 80% Permit	Phase 2: Permit Response	Phase 2: 100% CD
Cover Sheet	X	X	X	X	X
SWPPP Notes Sheet		X	X	X	X
SWPPP Plan and Details Sheets		X	X	X	X
Demolition Plan		X	X	X	X
Site Plan	X	X	X	X	X
Site Details		X	X	X	X
Grading Plan		X	X	X	X
Grading Details			X	X	X
Storm Plan	X	X	X	X	X
Storm Details Sheet		X	X	X	X
Water Quality Details		X	X	X	X
Foundation Drainage Plan & Details			X	X	X
Onsite Stormwater Management Plan		X	X	X	X
Utility Plan	X	X	X	X	X
Utility Details		X	X	X	X
Utility Profiles			X	X	X
Specifications	OUTLINE	DRAFT	DRAFT	DRAFT	FINAL
Storm Drainage Report & Calculations			X	X	
SWPPP Report			X	X	

ASSUMPTIONS/ CLARIFICATIONS

This proposal is based on the following:

- “Civil” utilities when noted include storm drainage, water, and sanitary utilities. It is assumed that communications, electrical and other utilities will be designed by others. LOTT purple water pipes and ducts will be shown on civil drawings and coordinated with civil utilities. Sizing and detailing will be provided by others.
- Landscape Architects will prepare grading and site layout through schematic design and then for pedestrian areas through the life of the project. Mayfly will provide layout and design for vehicular areas.
- Environmental Services related to contaminated soils will be provided by others. Mayfly will coordinate to incorporate their requirements and applicable recommendations into civil documents.
- A survey meeting permit requirements will be provided by others.
- A geotechnical report and contaminated soils reports will be provided to support civil design prior to the design development phase.

- Utility main construction or extension is not included.
- Preparation of separate right of way improvement documents are not included. It is assumed that proposed driveways and connections to utility mains outside of the project ownership will be permitted with onsite drawings.
- Design outside of the limits of work shown above in Figure A is not included.
- Design revisions with the exceptions of minor changes to building footprint and site post permit submittal are not included.
- All permit submittals and related fees are by others.

Any item not specifically noted in the above scope is considered an additional service and will not be provided without notice to proceed and additional fee from the client.

COMPENSATION

We have separated Civil Basic Services and Civil Additional Consultant Services in alignment with July 1st, 2025, Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects published by the Office of Financial Management (OFM).

We propose to carry out the above noted scope, billed hourly as time and material per the following fee summary:

Phase	Basic Services	Add Services	Subtotal
Phase 1: Schematic Design (30% CD)	\$ 18,959	\$ 13,772	\$ 32,731
Phase 1: 30%-60% Construction	\$ 29,069	\$ 21,900	\$ 50,969
Phase 2: 60% to 80% Construction	\$ 30,962	\$ 25,828	\$ 56,790
Phase 2: 80% to 100% Construction	\$ 24,318	\$ 14,196	\$ 38,514
Sustainability Support		\$ 2,416	
Total	\$ 103,308	\$ 78,112	\$ 181,420

Travel between Seattle and Olympia will be invoiced per current federal rates. All deliverables are assumed to be pdfs, and no deliverable related reimbursable expenses are expected. Our 2026 fee schedule is attached as Exhibit A. Travel-related reimbursables are estimated at \$350.

We value our working relationships with our clients, the members of our design team and the communities where we live and work. Those values are represented in the quality and functionality of the projects that we deliver. Thank you for the opportunity to propose on this project. We look forward to collaborating with you!

Sincerely, 

Robin McKennon Thaler, PE, DBIA, LEED AP
Principal, Mayfly Engineering and Design, pllc



EXHIBIT A: FEE SCHEDULE

The following rates are inclusive of labor, overhead and profit and represent the lowest rates that we charge to public clients.

Effective January 1, 2026 through December 31, 2026

CATEGORY	RATE
Principal Engineer/ Project Manager/ Engineer VIII	\$302
Principal Engineer/ Project Manager/ Engineer VII	\$285
Principal Engineer/ Project Manager/ Engineer VI	\$256
Civil Engineer V	\$230
Senior Engineer/ Engineer IV	\$192
Design Engineer III	\$165
Design Engineer II	\$154
Design Engineer I	\$142

October 20, 2025

Crystal Loya
Mithun, Inc.
1201 Alaskan Way, Suite 200
Seattle, WA 98101

Delivery: Via email

Re: Proposal for specifications services for the Hands On Children's Museum project

Crystal,

I am pleased to present Mithun with a proposal to provide architectural services for production of architectural specifications and compilation of Project Manuals for the Hands On Children's Museum project in Olympia, Washington. If the *AIA Document C401* or other Owner-/ client-required Architect-Consultant agreement will form the basis of our contract, our *Standard Terms and Conditions* (STCs) may be appended thereto; return the Fee Proposal signed. Otherwise, return both the STCs and the Fee Proposal signed.

Assumptions: The following items affect our proposal and the contract; please confirm they are correct, or notify us and we will revise the proposal:

- 1) Deliverables for the Fixed-Fee Phases are noted in the Fee Proposal.
- 2) Specifications assistance in the Bidding/ Addendum and Construction Administration Phases is estimated, for hourly billing - Please include our estimated fees for these phases in your fee proposal with your client so that additional services requests will not be required for this assistance.
- 3) Documents for Division 00 - Procurement and Contracting Requirements will be provided by the Owner/ client directly to prospective Bidders, separate from the Project Manual; If provided for inclusion within the Project Manual, additional services will be necessary for formatting and coordination.
- 4) Specifications for Division 01 - General Requirements will be produced by our office, with revisions as necessary to align with the Project; Sustainability sections, if applicable, will be provided by the Project's sustainability consultant; Commissioning sections will be provided by the Owner's commissioning agent. If Owner-/ client-provided, coordination and additional sections as appropriate will be produced by our office, as indicated in the Fee Proposal.
- 5) Architectural specifications for Divisions 02 through 14, as applicable, will be produced by our office, with review and comment by the Project's design team, for further revisions by our office, towards development of final specifications. Specifications will be based on the Owner's standards, as applicable; If provided for by the Owner, additional services will be necessary for formatting and coordination.
 - a) Both outline and full, CSI MasterFormat, 3-part, 6-digit specifications will be produced for the Design Development Phase, compiled as a Project Manual, including consultants' specifications, as provided.

- b) Full, CSI MasterFormat, 3-part, 6-digit specifications will be produced for the Construction Documents Phase, compiled as a Project Manual, including consultants' specifications, as provided.
- 6) Structural specifications for Divisions 03, 04, 05 and/ or 06 will be produced by the Project's Structural Engineer, for further revisions by our office to incorporate Architectural considerations.
- 7) Development of door hardware sets and index for Division 08 are not included; a door hardware consultant or manufacturer's representative should provide door hardware sets and index, as well as revisions to the Door Hardware section provided by our office to align with Project requirements; if door hardware sets and index are produced by our office, additional services will be necessary.
- 8) Fire Suppression, Plumbing, Mechanical, Electrical, Communications, Access Control, Fire and Security specifications in Divisions 21, 22, 23, 26, 27 and/ or 28 will be provided by the M/E/P/Fp Engineers, formatted to match the Architectural specifications based on the Section Template provided by our office; our office will incorporate those into the Project Manual.
 - a) If specifications for Services in Divisions 21, 22, 23, 26, 27 and/ or 28 will NOT be provided by the M/E/P/Fp Engineers, delegated design specifications for new or revisions, upgrades and additions to existing Services in those Divisions will be produced by our office, as indicated in the Fee Proposal.
 - b) Security: Security specifications for Divisions 08 and/ or 28, if applicable, will be provided by the Security Consultant, formatted to match the Architectural specifications based on the Section Template provided by our office; our office will incorporate those into the Project Manual.
- 9) Civil, Structural and Landscape specifications for Divisions 02, 31, 32 and/ or 33 will be provided by the Civil Engineer, Structural Engineer, Landscape Architect and/ or Geotechnical Consultant, formatted to match the Architectural specifications based on the Section Template provided by our office; our office will incorporate those into the Project Manual.
- 10) Vertical Circulation specifications for Division 14 (elevators, escalators, materials lifts, etc.) will be produced by our office, with review and comment by the Project's elevator consultant or manufacturer's representative.
- 11) Food Service: Food service specifications for Division 11, if applicable, will be provided by the Food Service Consultant, formatted to match the Architectural specifications based on the Section Template provided by our office; our office will incorporate those into the Project Manual.
- 12) Aquatics specifications for Divisions 09 and/ or 13 are not anticipated to be required for this project.
- 13) Specifications for other specialty disciplines if applicable, including theater/ performing arts, laundry, laboratory, cleanroom, and medical are not anticipated to be required for this project.
- 14) Owner's Design Standards: The Owner's design standards and material, product and system requirements aligned with the Project's or Owner's security, acoustical and other specialty goals will be incorporated into the Division 01 - General Requirements and Divisions 02 through 14 - Architectural specifications by our office, including revisions based on review and comment by the Project's security coordinator and other specialty consultants, where applicable. Our office will not be responsible to design, develop or select materials, products and systems where specialty consultants are involved.

- 15) Sustainability: If applicable, sustainability requirements aligned with the Project's or Owner's sustainable certification goals will be incorporated into the Division 01 - General Requirements and Divisions 02 through 14 - Architectural specifications by our office, including revisions based on review and comment by the Project's sustainability coordinator, if applicable.
- 16) Historic preservation requirements are not anticipated to be required for this project.
- 17) For well-coordinated architectural specifications, the design team agrees to collaborate with our office for a minimum of four specification coordination meetings, in-person or virtual, per deliverable; the design team also agrees to utilize our office's standard Coordination Matrix, or other preferred, online collaboration tool.
- 18) Insurance coverages for professional liability, business liability (with automobile) and workers' compensation are as indicated in the attached policy declarations; if these coverages do not meet the Project's requirements one of the following will require approval: a) Allowance to maintain our policies' coverages as shown therein, or b) Approval for additional cost for extension of coverages for this project (for professional liability insurance this is typically about \$750 per additional \$1M of coverage per project policy). The company does not carry excess or umbrella liability insurance.
- 19) Reimbursable expenses are not anticipated to be required for this project.
- 20) Site visits are not anticipated to be required for this project.

We look forward to starting work and our continuing relationship with your office, and to collaborating on this important project.

Sincerely,



Michael Thrailkill AIA, NCARB, CDT, LEED AP

Attachment(s): *Standard Terms and Conditions*, to be agreed directly or appended to the Project's
AIA Document C401 or other Owner-required Architect-Consultant agreement
Fee Proposal for the Project
Billing Rates 2025
Billing Rates 2026
Policy declaration sample, Professional Liability Insurance
Policy declaration sample, Business Owner's Liability Insurance
Policy declaration sample, Worker's Compensation Insurance

STANDARD TERMS AND CONDITIONS

1. AGREEMENT.

- a. For projects utilizing the AIA Document C401 or other Owner-/ client-required Architect-Consultant agreement: This form of Standard Terms and Conditions (“Terms and Conditions”) supplements the standard *Document C401 Architect-Consultant Agreement* (“Contract”) to be provided by Client and the attached fee proposal (“Proposal”) to provide professional services for the **Hands On Children’s Museum** project (“Project”) submitted by M.Thrailkill.Architect LLC (“MTA”) to **Mithun, Inc.** (“Client”). The Contract, the Standard Terms and Conditions (STCs), and the Proposal collectively constitute the agreement by which MTA agrees to provide services to the Client for the Project and are collectively referred to herein as the “Agreement.” All services provided by MTA to Client for the Project are subject to the Agreement. All duties owed by MTA to the Client regarding such services are contained in this Agreement. MTA does not owe Client duties related to the services that are independent of this Agreement.
- b. For projects not utilizing other forms of agreement: This form of Standard Terms and Conditions (“Terms and Conditions”) supplements the attached and any future fee proposal(s) (“Proposal”) to provide professional services for **Hands On Children’s Museum** project (“Project”) submitted by M.Thrailkill.Architect LLC (“MTA”) to **Mithun, Inc.** (“Client”). The Proposal and Terms and Conditions collectively constitute the agreement by which MTA agrees to provide services to the Client for the Project, and are collectively referred to herein as the “Agreement.” All services provided by MTA to Client for the Project are subject to the Agreement. All duties owed by MTA to the Client regarding such services are contained in this Agreement. MTA does not owe Client duties related to the services that are independent of this Agreement.

2. STANDARD OF CARE. MTA will perform the services required by this Agreement in a manner consistent with the degree of skill and care ordinarily exercised by architects that prepare architectural specifications under similar circumstances (hereinafter, the “Professional Standard”). MTA makes no other warranty, certification or guarantee with respect to its services or work product.

3. ARCHITECT / ENGINEER OF RECORD. MTA will not be required to stamp or electronically seal the architectural specifications, or other work product it prepares. MTA’s services will be under the responsible supervision and control of a licensed architect employed by Client as required by the law of the jurisdiction where the Project is located. All professional stamps or electronic seals required by the jurisdiction with authority over the Project shall be provided by Client.

4. PAYMENT.

- a. MTA will bill Client monthly for services provided. Payment is due on receipt of MTA’s invoice and shall be made without retention, holdback, or offset. Invoices not paid within 60 days shall be subject to a late payment charge of one and one-half percent (1.5%) per month, unless other arrangements have been made. Payment to MTA shall not be contingent on Client’s receipt of funds or payment from any third-party. Reimbursables will be indicated in the project-specific fee proposals.
- b. For the initial two projects with new clients, effort by MTA on the Project will commence with delivery by Client of an advance to MTA equal to 10% of the total contract, which will be

subtracted from the final invoice. Following regular billing and payment for the initial two (2) projects, further projects will not require payment of an advance to commence work.

5. CLIENT INFORMATION. Client acknowledges that architectural specifications are developed from Project specific information that may change during the course of the Project. MTA is entitled to rely on plans, data, studies, reports, equipment and product descriptions and information, and other Project information provided to it by Client. Client shall provide printed copies of current, latest versions of drawings for each phase of deliverables (half-size minimum). Client shall promptly notify MTA of changes to Project information previously provided to MTA.
6. OWNERSHIP OF INSTRUMENTS OF SERVICE. All of the documents prepared by MTA related to the Project are instruments of service for the execution of the Project and are solely for the exclusive use of the Client. MTA grants Client a non-exclusive irrevocable license to use its instruments of service for the Project. MTA retains the property and copyright on these documents, whether the Project is executed or not. Architectural specifications and any other documents prepared by MTA may not be used on any other Project without MTA's prior written agreement. Client will defend, hold harmless and indemnify MTA from any resulting claims if documents are used for any other purpose. The Owner will be provided with the specification documents in Microsoft Word format files for internal project management purposes.
7. SCOPE OF WORK.
 - a. DUTIES. It is understood that duties of MTA for the Project are the production of architectural specifications and the compilation of the Project Manuals for each deliverable. Other design consultants for the Project shall be hired, responsible to, and in direct consultation with the Client. MTA will provide coordination of architectural sections with other disciplines' specifications. In the case of door hardware, signage, elevator and escalator, swimming pools, laboratory and food service specifications, MTA will incorporate the addition of finishes to relevant sections as directed by Client.
 - b. COORDINATION. Development of the architectural specifications will be accomplished by MTA through coordination with Client staff working in an engaged, collaborative process for the phases of work included in the Proposal. Effort for added phases will be subject to additional services or a new Proposal, as preferred by Client. A single point of contact and responsibility for coordination between Client and MTA shall be established for the Project, usually the project architect (PA). In the case of milestone, deliverable and review communications, the project manager (PM) or principal-in-charge (PIC) will be copied. Client shall notify MTA promptly in the event of Project staff changes. Regular weekly or bi-weekly meetings, email and telephone communications will be the main communication tools, with the use of online database management used regularly, and online conferencing and file-sharing tools as needed. It is understood that digital copies of drawings will be provided by Client to MTA for each phase of deliverables for which specifications will be produced.
 - c. SCOPE. Proposal for the Project has been developed based on assumptions of the architectural specifications that will be required for the Project. Additional sections will be provided as required to meet the actual, evolving Project scope and intent at no charge for the first 5% of additional sections added (e.g. 4 additional sections without charge for a Project proposed to have 80 sections); the rate for additional sections beyond this allowance is indicated in the Proposal. Unless the scope of work is adjusted at a future date, architectural specification

services will be provided for deliverables indicated for those phases agreed-upon in the Proposal. Additional services for product and material research, document review, quantity survey and cost review may be provided, and fees for these services will be quoted as requested at rates indicated in the Proposal.

- d. Compilation of the architectural specifications MTA produces and consultants' specifications into the Project Manual will be provided by MTA at each deliverable indicated in the Proposal.
8. **ADDITIONAL SERVICES.** "Additional Services" are services in addition to the services described in the Proposal for which MTA shall be compensated by Client. Additional Services shall include, without limitation, services necessitated by a material change to: 1) Information or reasonable assumptions upon which the Proposal is based, 2) Previous instructions or approvals given by Client, 3) The Project Scope including, but not limited to, size, quality, or complexity, 4) The Project schedule, budget for Cost of Work, or procurement or delivery method; Additional Services may also include 5) Services necessitated by decisions of the Client not rendered in a timely manner, or any other failure of performance by Client, or any third party, or 6) New services, not contemplated in the Proposal. Upon recognizing the need to perform Additional Services, MTA will notify the Client with reasonable promptness and explain the facts and circumstances giving rise to the need. MTA will not proceed with Additional Services until it receives the Client's written authorization, and MTA shall not be required to provide the Additional Service if Client's authorization is not given. Unless otherwise agreed in writing, Additional Services will be provided on a time and materials basis at MTA's standard hourly rate.
 9. **TERMINATION.** Either Client or MTA may terminate this Agreement at any time without cause upon giving the other party ten (10) calendar days' prior written notice. Within thirty (30) calendar days of termination, Client shall pay MTA compensation earned to the date of termination.
 10. **DISPUTE RESOLUTION.**
 - a. **TIME LIMITATION FOR CLAIMS.** As to all claims and causes of action against MTA, whether in contract, tort, or otherwise, arising out of or related to any acts or omissions of MTA while providing services pursuant to this Agreement, such claims and causes of action shall be deemed to have accrued on the date of the acts or omissions giving rise to the claim or cause of action ("Accrual Date"), and all such claims and causes of action against MTA shall be brought by Client within 2 years of the Accrual Date.
 - b. **MEDIATION.** Before commencing any formal legal action or proceeding, the Parties agree to convene and participate, in good faith, for at least one business day in a formal mediation conducted by an independent third party mediator. The cost of the mediator shall be borne equally by both sides. Each Party must be represented at the mediation by a person or persons with full authority to agree to a compromise of any such dispute. Each Party shall bear its own costs of preparing for and participating in pre-filing mediation, including but not limited to the costs of their respective counsel and other related fees and expenses. As with any legal action, the mediation shall be convened in Multnomah County, Oregon, on a date mutually convenient to the Parties but no later than 45 days following the notice, by either side to the other, of a dispute and the desire to mediation. The mediation is nonbinding unless any agreement is reduced to writing and signed by Authorized Representatives of both Parties.
 - c. **ARBITRATION.** Any claim, dispute or other matter in question that arises under this Agreement and that is not resolved in Mediation shall be subject to final and binding arbitration. Unless

otherwise agreed in writing, the parties shall pursue resolution of all claims through The Arbitration Service of Portland (ASP) by filing in writing with the other party to the Agreement and with ASP. Oregon state law and rules of ASP shall govern all proceedings.

11. INDEMNIFICATION.

- a. Client shall indemnify and hold MTA harmless from claims, losses, liability, damages, costs and expenses, including reasonable attorney fees and expert fees that arise from or are caused by changes to MTA's work product, including MTA's architectural specifications that are not approved by MTA.
- b. MTA agrees to indemnify and hold Client harmless against claims, losses, liability, damages, costs and expenses, including reasonable attorney's fees and expert fees ("Claims") to the extent such Claims are caused by MTA's negligence or misconduct. MTA shall not be required to defend, indemnify and hold Client harmless to the extent Claims arise from or are caused by Client's own negligence or fault (whether sole, concurrent or contributory), or the negligence or fault of third-parties.
- c. Client agrees to indemnify and hold MTA harmless against claims, losses, liability, damages, costs and expenses, including reasonable attorney's fees and expert fees ("Claims") except to the extent such Claims are caused by MTA's negligence or misconduct. Client shall not be required to indemnify and hold MTA harmless to the extent Claims are caused by MTA's own negligence or fault (whether sole, concurrent or contributory).
- d. Neither MTA nor Client has a duty to provide or to pay for an up-front defense against unproven claims or allegations. Instead, the duty to indemnify described in section 11 of this Agreement shall mean a duty to reimburse those reasonable attorney's fees and other defense costs incurred by the indemnified party to the extent caused by the negligence, recklessness, or willful misconduct of indemnifying party, or its employees, agents or subconsultants.

12. LIMITATION OF LIABILITY. Client agrees to limit the liability of MTA, its officers, directors and employees (collectively "MTA") for all claims and causes of action Client may bring against MTA, based on any legal theory, including without limitation, malpractice, professional negligence, common negligence, negligent misrepresentation, breach of contract, breach of express or implied warranty, strict liability, contribution and/or indemnity, so that the total aggregate liability of MTA to the Client for claims arising from or related to the Project or this Agreement shall be the greater of the amount paid to MTA for the services provided under this Agreement, or fifty thousand dollars.

13. NO THIRD-PARTY BENEFICIARY. This Agreement does not give any rights or benefits to anyone other than Client or MTA.

14. ENTIRE AGREEMENT. This Agreement, states all of the terms of the parties' agreement respecting its subject matter and supersedes and replaces in their entirety all prior and contemporaneous written or unwritten representations, negotiations, commitments and agreements respecting its subject matter. The representations made in this Agreement are the only representations that Client is relying on for its decision to enter into this Agreement. This Agreement may not be modified or amended except by mutual agreement of the Client and Architect. Such agreement may only be evidenced by a written instrument signed by both parties. Payment of advance or any other billing payment acknowledges acceptance of these Terms and Conditions.

- 15. NO ASSIGNMENT. Neither party may assign their rights or obligations under this Agreement, except that MTA may utilize contractors or subconsultants to provide services, as provided in this Agreement.
- 16. APPLICABLE LAW AND VENUE. The law of the State of Oregon will govern the interpretation of the Agreement and all claims between the parties. Venue for any claim arising from or related to this Agreement shall be Multnomah County, Oregon.
- 17. SEVERABILITY. In the event any provision of this Agreement is determined to be unlawful, the remainder shall be enforceable.

Appended to the Architect-Consultant agreement as _____ (e.g. Appendix 1)

Initials of Authorized Client Representative

- OR -

Signed this _____ day of _____, 2025

Signed this _____ day of _____, 2025

Mithun, Inc.

M.Thrailkill.Architect LLC

Signature of Authorized Client Representative

Signature

Printed Name and Title

Michael Thrailkill, Owner

Printed Name and Title

Please return agreement to M.Thrailkill.Architect LLC, 1631 NE Broadway #607 Portland, OR 97232

Hands On Children's Museum for FORMA/ Mithun/ FRAME JV

Project Type: Public museum and education facility

Deliverables: Four Project Manuals in DD and CD Phases

Fixed Fee Specification Process

Schematic Design Phase	None	\$	-	0.0%
Phase 1 - Design Development Phase	Fixed Fee	\$	17,760	40.7%
Specifications Development for DD Phase	21 weeks			
30% Design (equiv. 100% SD) Outline Specification Project Manual			~Feb 2026	
60% Design (equiv. 100% DD) 3-Part Specification Project Manual			~Jun 2026	
Phase 1B - Construction Documents Phase	Fixed Fee	\$	25,900	59.3%
Specifications Development for CD Phase	16 weeks			
Permit Set (equiv. 65% CD) 3-Part Specification Project Manual			~Aug 2026	
100% CD 3-Part Specification Project Manual			~Oct 2026	
Specifications Fixed Fee	Total of Fixed Fees	\$	43,660	

Hourly Fee Specification Assistance

Bidding Phase	None	\$	-	
Phase 2 - Construction Administration Phase	Hourly Fee NTE	\$	5,920	
Assistance with RFIs, ASIs, CCDs, COs, submittals and substitution requests	Refer to <i>Billing Rates 2025 & 2026</i> for hourly fees			

Additional Services

Additional Deliverables				
Add <u>Outline</u> Specifications Project Manual (SD or DD Phase)			\$5,180	/deliv
Add <u>Draft</u> or <u>Reduced</u> Project Manual, e.g. review, cost, or partial bid set (DD or CD Phase)			\$4,070	/deliv
Add <u>Final</u> Project Manual, e.g. permit set or complete bid set (DD or CD Phase)			\$8,880	/deliv
Delegated Design Specifications Production	Refer to <i>Billing Rates 2025 & 2026</i> for hourly fees			
Division 11 & 13 - Food Service and Laundry Equipment				
Division 14 - Conveying Equipment				
Divisions 21 thru 28 - MEP Delegated Design				
Division 02 thru 50 - Other Non-Architectural				
Product and Material Research	Refer to <i>Billing Rates 2025 & 2026</i> for hourly fees			
Divisions 02 thru 14 and 32 - Architectural				
Document Review	Refer to <i>Billing Rates 2025 & 2026</i> for hourly fees			
Coordinate Owner's Div'n 01 - General Requirements				
Divisions 02 thru 14 and 32 - Architectural				
Consultants' Specifications Coordination				
Client Review Periods	Refer to <i>Billing Rates 2025 & 2026</i> for hourly fees			
Divisions 02 thru 14 and 32 - Architectural				
Consultants' Specifications Coordination				

BILLING RATES 2025

Employee	Labor Category	Position	Billing Rate
Michael Thrailkill	Principal	Registered Architect, Specifications Leader	\$ 250 / hr
David "Skip" Brown ^V	Architect VII	Registered Architect, Specifications Leader	\$ 160 / hr
[open]	Architect VI	Registered Architect, Specifications Leader	\$ 140 / hr
[open]	Architect V	Registered Architect, Specifications Manager	\$ 120 / hr
[open]	Architect IV	Registered Architect, Specifications Manager	\$ 100 / hr
Ben Stickney	Architect III	Intern Architect, Specifications Manager	\$ 85 / hr
Yanet Orozco Gomez ^{FL}	Architect III	Intern Architect, Specifications Manager	\$ 85 / hr
Tony Pham ^A	Architect III	Intern Architect, Specifications Manager	\$ 85 / hr
Nancy Barakat ^F	Architect II	Intern Architect, Specifications Coordinator	\$ 75 / hr
Levi Eads	Architect II	Intern Architect, Specifications Coordinator	\$ 75 / hr
Walker Hill	Architect II	Intern Architect, Specifications Coordinator	\$ 75 / hr
Hengzhi 'David' Hu ^A	Architect II	Intern Architect, Specifications Coordinator	\$ 75 / hr
Grace Loeliger ^F	Architect II	Intern Architect, Specifications Coordinator	\$ 75 / hr
Florencia Padilla ^{FL}	Architect I	Intern Architect, Specifications Coordinator	\$ 65 / hr
Robert Tolman ^V	Specifier Intern	Specifications Assistant	\$ 60 / hr
[open]	Student Intern	Specifications Assistant	\$ 50 / hr
Bertha Madrigal ^{FL}	Administrator	Controller & Human Resources Administrator	\$ 130 / hr
Laura Berrutti ^{FL}	Administrator	Office Manager & Marketing Administrator	\$ 130 / hr
Barbara Alexander ^{FB}	Administrator	Receptionist & Learning Administrator	\$ 85 / hr

Minority Group Key (A, B, F, H, L, N, V and combinations): **A** Asian, **B** Black, **F** Female, **H** Hawaiian/ Pacific Islander, **L** Latina/o/x, **N** Native American/ Alaskan, **V** Veteran/ active military

Service Provider	Service	Billing Rate
Aldrich CPAs + Advisors	Accounting	\$ 265 / hr
Schwabe, Williamson & Wyatt	Contracts & Legal	\$ 425 / hr

M.Thrailkill.Architect is an Oregon-registered Limited Liability Company, registry number 1089882-96.

The company's Federal Employer Identification Number (EIN) is 81-1420911, filing as an S-Corporation.

The company is an **Oregon COBID Certified Tier 2 Emerging Small Business (ESB)** certification no. 9859, and meets the U.S. Small Business Administration's eligibility reqmt's for government contracts as a small business.

The company is an Equal Opportunity Employer, committed to equal treatment of all employees without regard to race, national origin, religion, gender, age, sexual orientation, veteran status, physical or mental disability, or other basis protected by law and guided by equitable practices. Our wages and salaries are transparent and updated annually based on the latest AIA Small Firm Compensation Report.

M.THRAILKILL.ARCHITECT LLC
 1631 NE Broadway no. 607
 Portland, Oregon 97232
 +1 503-719-4909
 www.mthrailkillarchitect.com

BILLING RATES 2026

Employee	Labor Category	Position	Billing Rate
Michael Thrailkill	Principal	Registered Architect, Specifications Leader	\$ 255 / hr
David "Skip" Brown ^V	Architect VII	Registered Architect, Specifications Leader	\$ 165 / hr
[open]	Architect VI	Registered Architect, Specifications Leader	\$ 145 / hr
[open]	Architect V	Registered Architect, Specifications Manager	\$ 125 / hr
[open]	Architect IV	Registered Architect, Specifications Manager	\$ 105 / hr
Ben Stickney	Architect III	Intern Architect, Specifications Manager	\$ 90 / hr
Yanet Orozco Gomez ^{FL}	Architect III	Intern Architect, Specifications Manager	\$ 90 / hr
Tony Pham ^A	Architect III	Intern Architect, Specifications Manager	\$ 90 / hr
Nancy Barakat ^F	Architect II	Intern Architect, Specifications Coordinator	\$ 80 / hr
Levi Eads	Architect II	Intern Architect, Specifications Coordinator	\$ 80 / hr
Walker Hill	Architect II	Intern Architect, Specifications Coordinator	\$ 80 / hr
Hengzhi 'David' Hu ^A	Architect II	Intern Architect, Specifications Coordinator	\$ 80 / hr
Grace Loeliger ^F	Architect II	Intern Architect, Specifications Coordinator	\$ 80 / hr
Florencia Padilla ^{FL}	Architect I	Intern Architect, Specifications Coordinator	\$ 70 / hr
Robert Tolman ^V	Specifier Intern	Specifications Assistant	\$ 65 / hr
[open]	Student Intern	Specifications Assistant	\$ 55 / hr
Bertha Madrigal ^{FL}	Administrator	Controller & Human Resources Administrator	\$ 135 / hr
Laura Berrutti ^{FL}	Administrator	Office Manager & Marketing Administrator	\$ 135 / hr
Barbara Alexander ^{FB}	Administrator	Receptionist & Learning Administrator	\$ 90 / hr

Minority Group Key (A, B, F, H, L, N, V and combinations): **A**Asian, **B**Black, **F**Female, **H**Hawaiian/ Pacific Islander, **L**Latina/o/x, **N**Native American/ Alaskan, **V**Veteran/ active military

Service Provider	Service	Billing Rate
Aldrich CPAs + Advisors	Accounting	\$ 275 / hr
Schwabe, Williamson & Wyatt	Contracts & Legal	\$ 525 / hr

M.Thrailkill.Architect is an Oregon-registered Limited Liability Company, registry number 1089882-96.

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The company is an Equal Opportunity Employer, committed to equal treatment of all employees without regard to race, national origin, religion, gender, age, sexual orientation, veteran status, physical or mental disability, or other basis protected by law and guided by equitable practices. Our wages and salaries are transparent and updated annually based on the latest AIA Small Firm Compensation Report.

M.THRAILKILL.ARCHITECT LLC
 1631 NE Broadway no. 607
 Portland, Oregon 97232
 +1 503-719-4909
 www.mthrailkillarchitect.com



POLICY DECLARATIONS

NOTICE: THIS PROFESSIONAL LIABILITY AND POLLUTION INCIDENT LIABILITY INSURANCE POLICY IS WRITTEN ON A "CLAIMS-MADE AND REPORTED" BASIS AND APPLIES ONLY TO THOSE CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE SECTION OF THE POLICY ENTITLED CONDITIONS, THE CONDITION ENTITLED THE INSURED'S DUTIES IF THERE IS A CLAIM.

POLICY INFORMATION

Prefix: MCH
Policy Number: 591927442
Insurance is Provided by:
Continental Casualty Company
151 North Franklin Street, Chicago, IL 60606

PRODUCER INFORMATION

Agency: 056125
Branch: 970

NAMED INSURED AND ADDRESS

Named Insured:
M.THRAILKILL.ARCHITECT LLC

Address:
511 South West 10th Avenue
Suite 1004
Portland, OR 97205

POLICY TERM

02/18/2025 to 02/18/2026 at 12:01 a.m. Standard Time at the **Named Insured's** address shown above.

KNOWLEDGE DATE

02/18/2019

DEDUCTIBLE:

\$5,000 Purchased Deductible
N/A Deductible Credit
\$5,000 Per **claim** Deductible (including **claim expenses**)
N/A Aggregate Deductible per **policy year** (including **claim expenses**)

LIMITS OF LIABILITY:

\$2,000,000 Each **claim** Limit of Liability (including **claim expenses**)
\$5,000,000 Aggregate Limit of Liability per **policy year** (including **claim expenses**)
\$2,000,000 Each **design defect circumstance** Limit of Liability
\$5,000,000 Aggregate **design defect circumstance** Limit of Liability per **policy year**
\$2,000,000 Each **claim** death or disability and non-practicing **extended reporting period** Limit of Liability (including **claim expenses**)
\$5,000,000 Aggregate death or disability and non-practicing **extended reporting period** Limit of Liability (including **claim expenses**)

INCEPTION DATE:

02/18/2019 is the date of the first policy issued to the **Named Insured** and continuously renewed by the Insurer.



Information Page

Policy no: 865179
Employer identification no: 81-1420911
NCCI Risk ID no:

Item 1. **The Insured:**
M Thrailkill Architect LLC

Entity Type:
Limited Liability Company

Mailing address:
M THRAILKILL ARCHITECT LLC
511 SW 10TH AVE STE 1004
PORTLAND, OR 97205-2711

Agent:
SAIF CORPORATION
400 HIGH ST SE
SALEM, OR 97312-0700

Other workplaces not shown above:

Item 2. **The policy period** is from 09/01/2025, 12:01 A.M. to 09/01/2026, 12:01 A.M. at the insured's mailing address.

Item 3. **A. Workers Compensation Insurance: Part One** of the policy applies to the Workers Compensation Law of the states listed here: OREGON.

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$2,000,000 each accident
Bodily Injury by Disease \$2,000,000 each employee
Bodily Injury by Disease \$2,000,000 policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
NONE

D. This policy includes these endorsements and schedules:

WC360601E Oregon Cancellation Endorsement
WC000310 Sole Proprietors, Partners, Officers and Others Coverage Endorsement
WC360604 Oregon Amendatory Endorsement
WC990616 Confidentiality Endorsement
WC000424 Audit Noncompliance Charge Endorsement
WC000414A 90-Day Reporting Requirement-Notification of Change in Ownership Endorsement
WC990401C Premium Payment Rating Plan Endorsement
WC000421F Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
WC000422C Terrorism Risk Insurance Program Reauthorization Act Disclosure endorsement.
WC000406A Premium Discount Endorsement
WC990402E Claim Rating Plan Endorsement
WC000419A Part Five - Premium Amendatory Endorsement
WC000313 Waiver of Our Right to Recover from Others Endorsement

Item 4. **The premium** for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. The experience rating modification factor and other rating plan factors, if any, may change on your rating effective date of 9/1/2026. All information required below is subject to verification and change by audit.

Olympia, WA

Hands On Children's Museum Expansion

Structural RFP Response



Olympia, WA

Hands On Children's Museum Expansion RFP Response (Rev. 1)

November 21, 2025

To:

Heather Skeehan | Forma Construction
Crystal Loya | Mithun

Crystal and Heather,

Over our 27 year history, our focus has always been on engineering cost effective, low-carbon structural systems, regardless of the material, but our solutions will not compromise aesthetics or function. We rely on our built experience to inform our structural design, especially early in the design process, to blend elegance and constructibility while maintaining cost control. Our vertically-integrated firm aligns most closely with a design-build delivery model, focusing on collaboration and open communication lines.

We look forward to the opportunity to collaborate with you to realize what will be a proud expansion to Hands on Children's Museum, building on our recent museum experience as EOR on the Puyallup Tribal Museum in Tacoma, as well as my personal experience working with Mithun on the New Nordic Museum and the Wanapum Heritage Center (while at MKA).

Regards,



Leif Johnson | Structural Engineering Director
2225 N 56th Street
StructureCraft Seattle

Table of Contents

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"StructureCraft has maintained the highest level of professionalism and world-renowned expertise throughout our experiences and has allowed us to deliver projects that would otherwise not have been possible. Whether it's their structural engineering expertise, or ability to value add engineering ideas that increase efficiency and work through complex construction sequences..., Lucas Epp and Gerald Epp and their team are among the very few elite North American groups leading the future..."

- Michael Green, Founder
Michael Green Architecture, Vancouver



1.0 Experience

1.1 Project Portfolio

StructureCraft has engineered over 10 million square feet of public, institutional, office, residential and cultural projects throughout its 27 year history. We are uniquely positioned to offer the most value to your project, offering full structural consulting services as well as preconstruction & schedule / budget feedback. Our engineers are intimately aware of how to design and detail all materials for buildability and cost control.



Columbia River Maritime Museum Mariners Hall | Astoria, OR | 2025

This 24,500 sqft expansion showcases a vast collection of maritime artifacts and historic vessels – and even a US Coast Guard helicopter hanging from the ceiling. Mariners Hall showcases a curved timber roof that vaults over the exhibition area, providing a visually striking open space that can be seen from the outside through full-height windows. Curved glulam ribs spanning up to 60' are topped with purlin-plywood panels to create an all-wood roof supported by strategically placed timber and steel columns.

Client: Columbia River Maritime Museum
Architect: Opsi Architecture
General Contractor: Rickenbach Construction
Size: 24,500 sqft / \$30M
Our Service: Structural Engineer of Record

Puyallup Tribal Museum | Tacoma, WA | 2025

Puyallup means “bend in the river”, and this Indigenous museum’s meandering form takes this inspiration. The 30,000 sqft steel / timber hybrid facility features gathering, admin, exhibit, and collections storage spaces across two wings and 3 stories (as well as a basement). The project targets LEED Silver certification and features PV roof arrays. The structure features a mixture of glulam and steel framing supporting dowel laminated timber floor and roof slabs. Steel/timber braced frames make up the lateral system.

Client: Puyallup Tribe of Indians
Architect: Mithun
General Contractor: Korsmo Construction
Size: 30,000 sqft
Our Service: Structural Engineer of Record



Port of Olympia Waterfront Center | Olympia, WA | 2025

This new waterfront hub at the Swantown Marina along Budd Inlet will be a catalyst for connecting the port’s facilities to community favorite amenities like the Farmers Market, Hands on Children’s Museum, and Percival Landing. The structural design will feature a hybrid of timber and steel, focusing on locally sourced materials. It will enhance the legacy of the timber industry in Olympia while providing a low-carbon structure that sets a new standard for sustainability and energy efficiency.

Client: Port of Olympia
Architect: EHDD
Size: 20,000 sqft
Our Service: Structural Engineer of Record

National Juneteenth Museum | Fort Worth, TX | 2025

The Texas-based National Juneteenth Museum commemorates the federal holiday, Juneteenth, which celebrates the ending of slavery in the United States. The superstructure is a hybrid of exposed mass timber and steel, supported by a concrete basement. The vertical gravity framing consists of glulam columns supporting level 2 and the roof. Innovative use of CLT and glulam purlins creates the folded plate, with glulam chords creating an extremely slim roof spanning up to 90ft and featuring a structural thickness of less than 2ft.

Client: The National Juneteenth Museum
Architect: Bjarke Ingels Group, KAI Enterprises
Preconstruction Manager: KAI Enterprises
Size: 50,000 sqft
Our Service: Structural Engineer of Record



Southwest Neighborhood Library | Washington, DC | 2020

Comprised of a mass timber structure, this Design-Build project involves such elements as a highly unique timber folded plate roof using dowel laminated timber. Supporting the steel and timber lateral system are glulam beams and columns with detailed timber-to-steel connections. The Library achieved LEED Platinum Status, implementing sustainable strategies such as regionally sourced material, solar panels on the green roof, and timber throughout.

Client: DC Public Libraries
Architect: Perkins&Will
Design-Build Contractor: Turner Construction
Size: 25,000 sqft / \$18M
Our Service: Structural Engineer of Record

1.0 Experience

1.1 Project Portfolio (cont'd)



KF Aerospace Flight Museum & Centre for Excellence | Kelowna, BC | 2022

Shaped as an aircraft, a central 2-storey hub “fuselage” is flanked by two wing-shaped hangars which houses historical planes. The building showcases the latest in structural innovation and mass timber construction throughout the superstructure. From wing-shaped hangar roofs to a highly unique doubly-curved CLT staircase, a creative approach to structural engineering was pivotal to the design of this project. The project is located directly next to Kelowna International Airport.

Client: KF Aerospace
Architect: Meiklejohn Architects
General Contractor: Sawchuk Developments
Size: 65,000 sqft
Our Service: Structural Engineer of Record

Philip J. Currie Dinosaur Museum | Grande Prairie, AB | 2014

This 29,200 sqft museum rests on the ancient Pipestone Creek dinosaur bone bed near Grande Prairie, Alberta. The project features a geometrically-complex roof, supported by exposed timber beams and struts that were designed as a metaphorical reference to the dinosaur bones that populate the museum. Our engineering team carried out early feasibility studies to compare steel and wood, with wood eventually coming out on top due to client vision and architectural expression (dinosaur bones).

Client: County of Grande Prairie No. 1
Architect: Teeple Architects
General Contractor: PCL
Size: 30,000 sqft
Our Service: Structural Engineer of Record (Gerald Epp, President) & Specialty Structural Engineer



Xunaa Cultural Heritage Center & Museum | Hoonah, AL | 2022

This cultural hub is envisioned to be a catalyst and focal point for preserving, perpetuating, and enhancing pride in Tlingit culture. The design concept imitates a glacier, weaving through separate gallery “vessels”. Our structural design featured a central corridor with Glulam flow beams and plywood-purlin LWF panels supported by steel girders framing into each vessel. Our engineers also explored the ramifications of frost and proposed an over-excavation solution to allow for concrete spread footings above bedrock.

Client: Hoonah Indian Association
Architect: Mithun
Size: 48,000 sqft
Our Service: Structural Engineer of Record

Fraser Mills Presentation Centre | Coquitlam, BC | 2023

Nestled along the Fraser River in South Coquitlam, the Fraser Mills Presentation Centre is the gateway to a transformative 96-acre mixed-use development. Celebrating the site’s history as one of the world’s largest sawmills, the Centre uses engineered timber to honour local craft while embracing modern sustainability. The building integrates a master plan info hub and two display homes under a sweeping, free-flowing roof form. The building is designed for eventual disassembly and re-use as a community hub.

Client: Beedie Living
Architect: Patkau Architects
Design-Build Contractor: Beedie Construction
Size: 13,000 sqft
Our Service: Structural Engineer of Record



Museum of Fine Arts, Houston - Center for Conservation | Houston, TX | 2017

The Sarah Campbell Blaffer Foundation Center for Conservation sits above the existing MFAH garage, linking the Center with the museum’s back of house while creating a new campus presence. The Center consolidates the MFAH conservation departments under one roof, comprising one of the largest spaces dedicated to conservation at any institution in the world. The building leverages an innovative structural strategy utilizing both mass timber and steel structure. It is the first installation of DLT in North America, and was prefabricated.

Client: Museum of Fine Arts, Houston
Architect: Lake Flato with Kendall/Heaton Associates
General Contractor: W. S. Bellows Construction
Size: 39,000 sqft
Our Service: Specialty Structural Engineer

1.0 Experience

1.2 Personnel Resumes

Our team of 70 engineers and designers, with offices in Seattle, Vancouver, Abbotsford, and Trento, bring extensive consulting engineering experience designing with all materials and in high seismic zones. As leaders in code development both locally and internationally, our team has pushed innovations in structures and fire performance. Recently, we have helped 3 of our projects successfully target Net Zero operational carbon.



Lucas Epp | PE, P.Eng. | Quality Control Review

Lucas is a structural engineer with more than 19 years of experience working in Canada, the UK, and New Zealand. He has had a lifelong exposure to timber, working at StructureCraft from a young age on the shop floor. He has since been involved in many of the company's signature projects, including the sweeping 200m (650 ft) long Arena Stage Theatre facade in Washington, DC and the recent School of Architecture & Design at Kansas University, and now leads the engineering department at StructureCraft.

Professional References

Guy Esser | Project Architect, University of Idaho | gesser@uidaho.edu
Martin Sharpless | Program Director, Johns Hopkins University (former) | martin.sharpless@gmail.com
Mahbub Rashid | Dean - School of Architecture, Kansas University | mrashid@ku.edu

Leif Johnson | PE, SE, LEED AP | Principal-in-Charge and Day-to-Day Contact

Leif is a licensed structural engineer with over 19 years of experience designing high-profile civic and cultural structures throughout the United States. He has always focused on sustainable engineering, and he was recently recognized for his work in timber design when awarded one of the influential 40 under 40 professionals for Building, Design and Construction in 2018. Leif leads our Seattle office and has focused on cultural design his entire career, including the Burke Museum and new Nordic Museum (with Mithun) locally.

Professional References

Ryan Lobello | Director, Handel Architects | rlobello@handelarchitects.com
Allan Horton | Associate Principal, Perkins&Will | allan.horton@perkinswill.com
Jared Rickenbach | President, Rickenbach Construction | jared@rcibuilds.com



Tom Meyer | PE, SE | Technical Lead

Tom is responsible for leading the technical side of StructureCraft's engineering team and projects. Alongside contributing to our most technically complex projects, he has a focus on mentorship, QA/QC, project sealing and drawing review, standards development, and R&D. Tom brings more than 27 years of technical leadership experience in the cultural and public sectors, including projects like the Seattle Convention Center, BMO Centre in Calgary, Little Caesars Arena in Detroit, and the San Ysidro Land Port of Entry in San Diego.

Professional References

Nick Glick | Construction Manager, Riverside Investment (1900 Lawrence) | 845-492-1448
Nick Popoutsis | Senior Associate, Goettsch Partners | 414-530-6425
Lester Brown | Project Manager, Pine Street Group (Seattle Convention Center) | 206-999-1275

Colin Lambie | PE | Lead Project Engineer

Colin is a structural engineer with 6 years of industry experience, specializing in mass timber and civic projects. He serves as the engineer point of contact for the Columbia River Maritime Museum ongoing construction effort and is a lead engineer for Art Omi's Art Gallery in upstate New York. His portfolio also includes community projects such as the Douglas Community Center and Congress Heights Library in Washington, D.C. Through these projects, he brings strong technical expertise and project leadership to the design and construction

Relevant Projects

CRMM Mariners Hall, Astoria, OR | Opsi Architecture, Rickenbach Construction | Design-Bid-Build
Anima Gallery at Art Omi Pavilions, Chatham, NY | SO-IL, Wallace Architecture, Francis Greenburger | Design-Build
Douglass Community Center, Washington, DC | Studio27 Architecture, MCN Build | Design-Build



Maia Costa | BIM Lead

Maia contributes to StructureCraft's drafting team with a focus on clear, accurate project documentation and 3D model coordination. She brings experience in complex cultural and institutional projects, including the Brazil Pavilion for Expo Dubai 2020, with attention to detail and design intent that supports both engineering and architectural teams. She is proficient with all major BIM softwares, including Revit, Rhino, and our proprietary in-house modeling software, Branch.

Relevant Projects

Congress Heights Library, Washington D.C. | Perkins&Will, Turner Construction | Design-Build
Belleville Ferry Terminal Redevelopment, Victoria, BC | MGA, EllisDon | Design-Build
Barbados National Performing Arts Center, Bridgetown, Barbados | Adjaye Associates, Empire | Design-Build

2.0 Project Approach

2.1 Our Understanding

The new Hands On Children's Museum Expansion is understood as a ~18,000 sqft, \$20.1M (\$12.4M hard cost) hub that prioritizes flexibility, maintainability and community integration.

We see this building as an opportunity to elevate structure to a higher purpose - combining grid and form requirements with architectural intent and function. Our goal is to design a building that is a beacon and icon for the Port of Olympia while remaining economical and efficient as it integrates with the existing structure.

In addition to our EOR services we can, if helpful, produce shop drawings for the awarded material supplier - utilizing our built-in construction experience while keeping bidding fair and streamlined. This also ensures Mithun's design vision is maintained down to the detail.

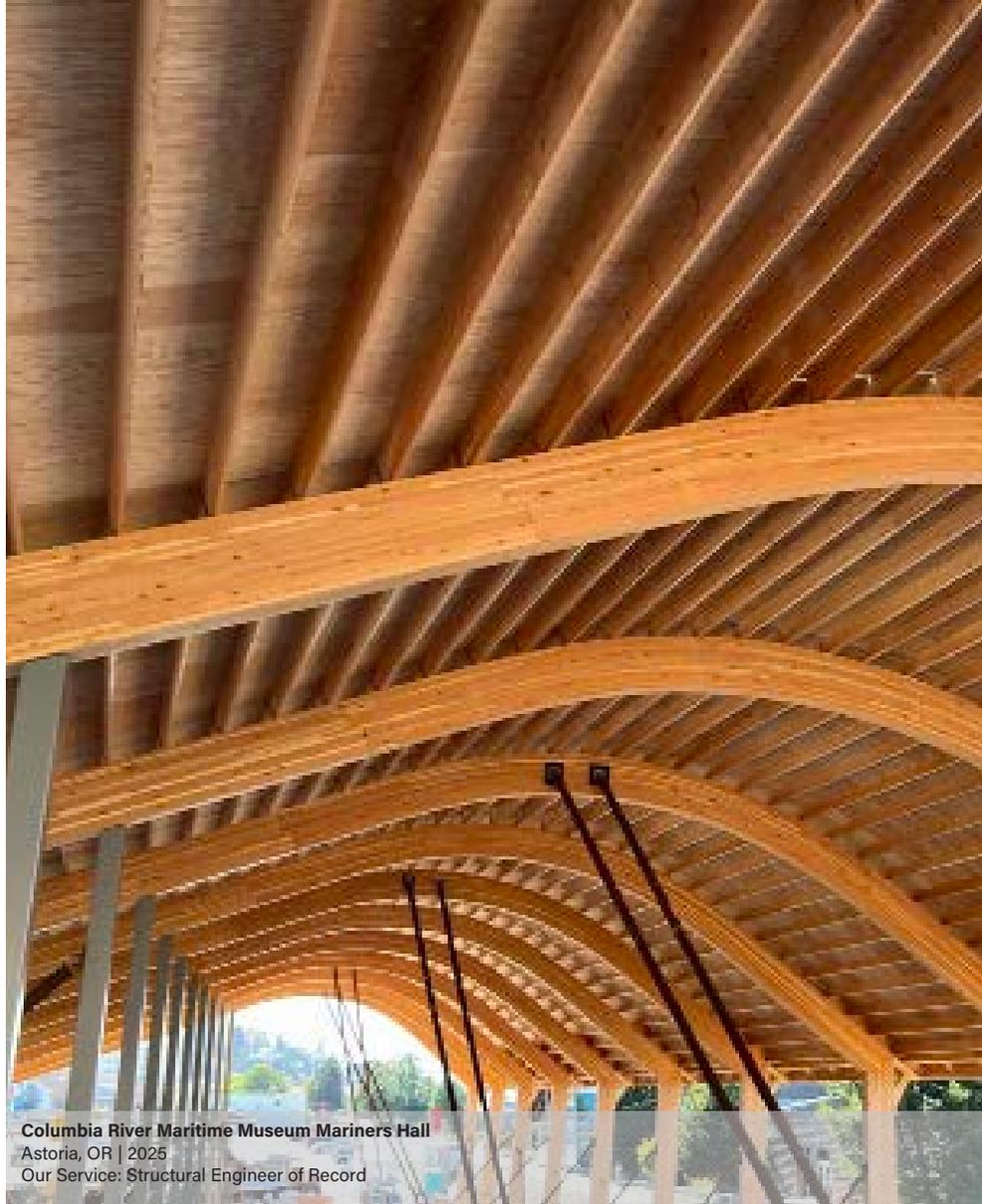
At heart, we are material agnostic engineers, so with budget, efficiency, and Mithun's architectural vision in mind, we plan to design a steel solution, a hybrid solution, and an all timber solution in Concept/Schematic design so that, as a team, we can decide which option to develop.

2.2 Not Your Typical Engineer

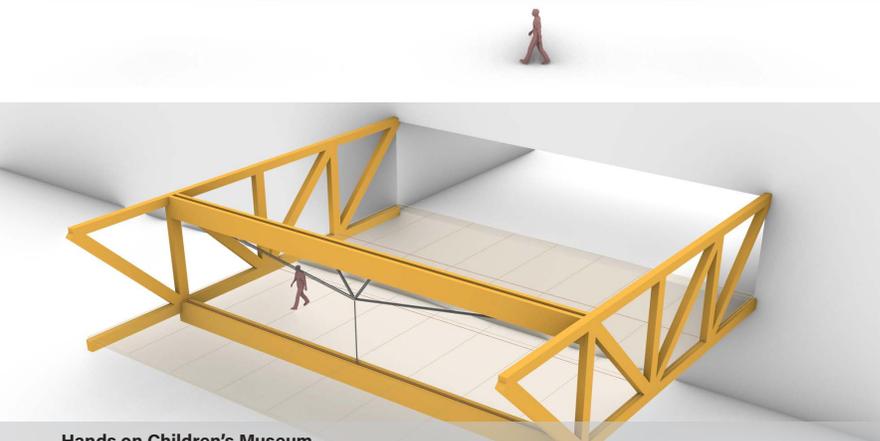
We define ourselves as "structural engineers who build." We offer both full structural consulting services as well as specialized construction services (sometimes together, sometimes separately). This means that our engineers are practical and well-versed in what happens when a detail is not designed for construction. We have developed a reputation for creative, efficient thinking across all primary structural materials. Our engineers also follow rigorous QA/QC protocols, including mandatory internal independent reviews.

Even if our scope is limited to EOR services only, we will bring our built experience into our consulting engineering scope. We believe this differentiator, compared to other consulting engineering firms, allows us to design to a budget throughout the process, eliminating or minimizing value engineering along the way.

In addition, given we work with all the timber suppliers in the world, we can assist in obtaining timber donations which we understand the museum is interested in pursuing.



Columbia River Maritime Museum Mariners Hall
Astoria, OR | 2025
Our Service: Structural Engineer of Record



Hands on Children's Museum

Our team's initial studies on the bridge between expansion and existing buildings, led by Leif Johnson in conjunction with Mithun at competition stage.

2.3 Personnel & Project Experience

Our selected project team has extensive experience designing accessible public spaces, exemplified in our recent structural design for Columbia River Maritime Museum's new Mariners Hall. Early in design, Leif Johnson and Lucas Epp worked together with Opsis to create a building structure that responded to CRMM's similar goals: environmental stewardship, creativity, future-proofing, and community accessibility. The result was an open, swooping structure spanning 60ft with glulam ribs and LWF roof cassettes, supported by a hybrid timber and steel structure. Originally the glulam ribs were proposed to span over 90ft and curve in multiple points to match the building's form - but quickly our engineers and precon team realized this was not budget-conscious. We rationalized the roof into segments, creating invisible half-lap splices and quiet steel-timber connections that kept the design intent while meeting budget-friendly manufacturing standards.

All project team members have achieved recognition in the design of all structural materials. Gerald Epp designed the famous Waterfall Building in Vancouver, which utilized an incredible concrete bridge "gateway" supporting three levels of concrete construction. Leif Johnson has focused on cultural design his entire career and was the Principal in Charge on various local museums, including the Wanapum Heritage Center and the New Nordic Museum (both with Dustann Jones / Mithun) - in addition to SFMOMA, the Perelman Center NYC, Burke Museum, and the Norton Museum of Art. Colin Lambie is leading CA on the CRMM Mariners Hall expansion in Astoria.

For Hands on Children's Museum, we already have an understanding of the project and have proved our ability to nimbly evaluate structural systems. We supported Mithun at the competition stage with framing schemes and structural renders (plus a preconstruction budget), including initial analysis on the unique framed bridge between the expansion and the existing building. We want to carry this design momentum forward with your team.

We also have recent experience working with Mithun to prepare a Scher... Design for the Xunaa Cultural Heritage Center and Museum in Alaska, featuring a meandering structural concept with a central corridor linking various exhibits. **309**

2.0 Project Approach

2.4 Challenges & Solutions

Our team will study hybrid, mass timber, steel and concrete options, and will assist FORMA in pricing exercises for each, so that these systems can be compared. As the design progresses, we will maintain the budget using our in-house Preconstruction Team to avoid a pause for value engineering.

We are excited to introduce in-kind & donated materials and have implemented this budget-saving strategy in the past, including University of Idaho's Basketball Arena, where Idaho wood suppliers donated material for the Glulam arches; or the University of Washington's Timber Wave pavilion at the Seattle Design Festival, where Leif Johnson worked with Masters students to design a da Vinci style arch using donated 2x4s from Sierra Pacific Industries and Hampton Family Forests. KF Aerospace's new Flight Museum & Centre for Excellence in Kelowna received significant donations from the BC Government (through Forestry Innovation Investment), eventually being used to fund portions of the timber structure.

As structural engineers who, uniquely, also have a construction arm, we are intimately aware of how cost affects structure. We propose to utilize this deep knowledge of construction as early as concept, informing structural form and grid with constructability and efficient volume utilization. We will provide regular budget updates to the owner as part of our design process, ensuring that we truly design to a budget.

We understand this site's liquefaction, lateral spreading, and wood-debris fill, and we will design a foundation system that works with the budget and FORMA's schedule. Key considerations from Landau Associates' geotech report:

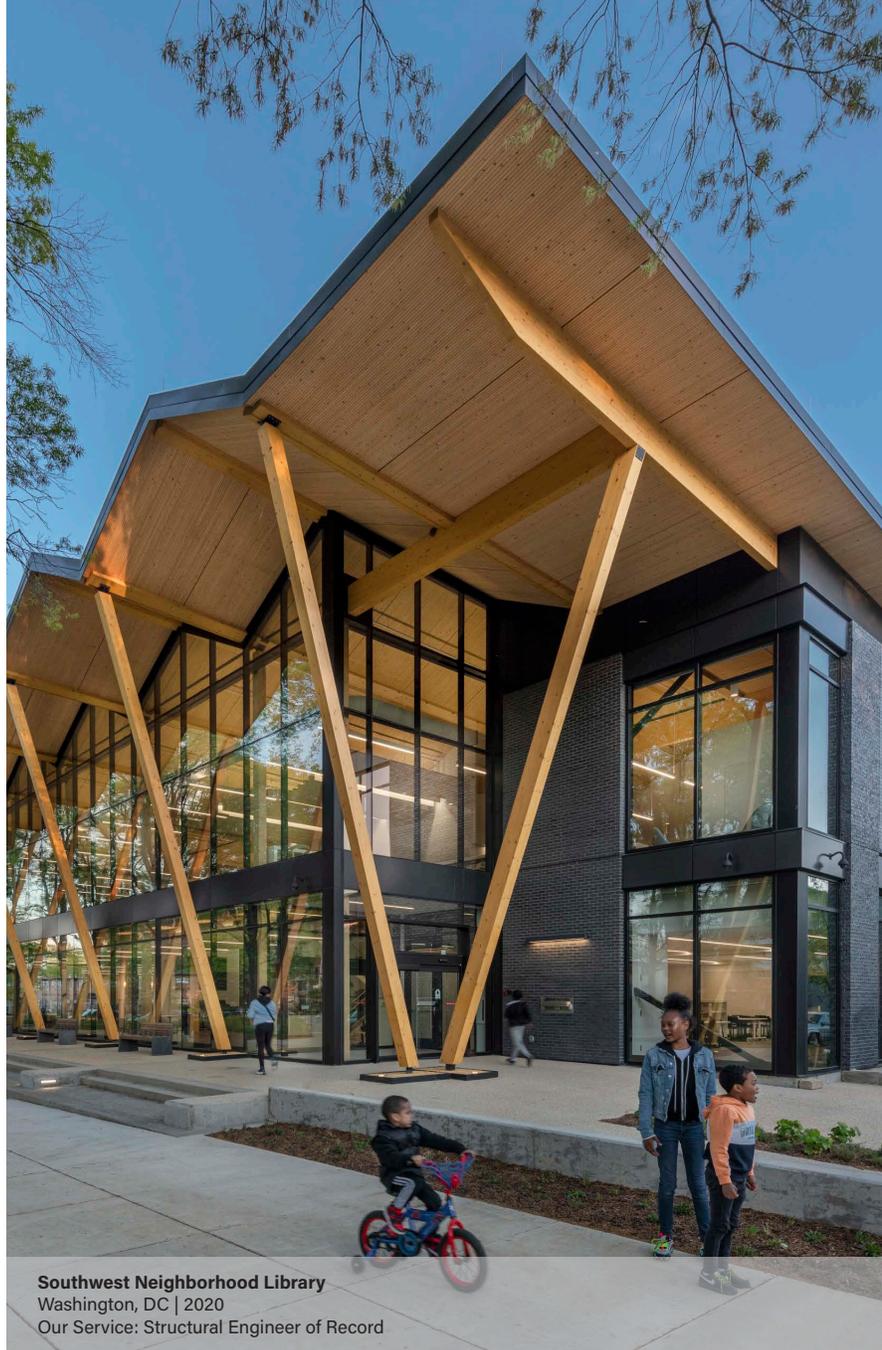
- Liquefaction to ~70ft and lateral spread on East Bay; predicted 1-1.5ft horizontal movement and 7-8 in post-liquefaction settlement without mitigation
- 8-10.5 ft of wood debris in the fill; we foresee two viable strategies: a) ground-improved mat (VCC/stone columns bridging wood debris), or b) deep piles to ~70ft with downdrag and lateral demands explicitly quantified. We will analyze both paths and can put forward an early foundations package to reduce risk.

As we develop the structural systems, we will also be mindful of the bridge between the new and existing structures and how the construction of the bridge could affect schedule and sequencing.

In addition, we will design the structural systems to allow for future museum growth. For example, we can detail the structure for partial disassembly for a future stair, thereby decreasing the costs of future construction.



KF Aerospace Flight Museum & Centre for Excellence
Kelowna, BC | 2022
Our Service: Structural Engineer of Record



Southwest Neighborhood Library
Washington, DC | 2020
Our Service: Structural Engineer of Record

We are committed to owning the schedule and exemplified this on the Design-Build Southwest Neighborhood Library in Washington, DC. Turner Construction carried out an analysis of the project's workflow and found that our integrated approach to engineering / BIM / coordination saved 7 months in the schedule.

With a long history designing museum projects, including accommodation for ever-changing exhibits, our selected project team understands the need to coordinate structural grid and layout to provide maximum future adaptability. For instance, on the CRMM Mariners Hall project, the client desired to hang a US Coast Guard helicopter from the center of the double height space, so we created a long-span glulam rib system. This allowed for clear views of the entire museum space (including local heritage boats and mariner artifacts) while providing clearance for the helicopter.

We are also in DDs on the National Juneteenth Museum with Bjarke Ingels Group in Fort Worth, Texas, which is arranged in a star shaped and uses a folded plate CLT roof to span over spaces like a theater, library, exhibit hall, and more. Our engineers participated in a cost-driven VE exercise and helped green light the next stages of design for a museum funded solely by donations.

Anima at Art Omi Pavilions is a new gallery structure we are designing with SO-IL within the Hudson Valley landscape in upstate New York. The pavilion comprises five interconnected gallery spaces, each designed with distinct dimensions and lighting conditions, including skylights and windows, to support varying art displays. The pavilion's defining feature is its 5,200-sqft roof structure, composed of stacked timber blocks forming a semi-porous lattice.

On the University of Idaho's new Basketball Arena, the university gave us the mandate of creating a purely freeform timber roof made from all-local Idaho wood - all while leaving a 120' span opening for viewers from all sides of the 4,200 seat arena to properly experience the game. We solved this with a timber-steel proscenium portal frame, with MEP integrated fully into the structure.

2.0 Project Approach

2.5 Schedule & Fee

We have reviewed the initial schedule included with the RFP and foresee the following schedule, subject to additional discussion and potential fast-track if needed (e.g. an early foundation package):

Phase	Duration	Fee (USD)	Scope / Deliverables
Validation	11-12 weeks	\$2,000	<ul style="list-style-type: none"> Assist with preliminary cost modeling Prepare initial concept sketches to assist with form & layout Initial BOD language to assist with programming
Schematic Design	~ 9 weeks	\$29,000	<p>Scope</p> <ul style="list-style-type: none"> Preliminary structural engineering, and examination of structural and material alternatives. Explore options for the foundations, ground-level slab, and gravity structure, including optimal column grid and integration of MEP, considering aesthetics, constructability, economy, and function. Assist with sustainability charette(s) Establish design criteria and identify applicable code requirements. Assist in determining pre-engineered and/or performance-specified structural elements (e.g. curtainwall, light gauge framing, etc.). Attend meetings, maximum of 5 in-person in Seattle, and remotely for remainder of SD as required. <p>Deliverables</p> <ul style="list-style-type: none"> Scheme / grid studies as required. 50% Schematic Design drawing set and initial Basis of Design Narrative with material quantities for cost estimating. 100% Schematic Design drawing set and Basis of Design Narrative with material quantities for cost estimating. Structural outline specifications
Design Development / GMP Development	~ 12 weeks	\$40,000	<p>Scope</p> <ul style="list-style-type: none"> Preliminary structural engineering, and examination of structural and material alternatives. Further development of selected structural scheme. Preliminary BIM and 3D modeling of superstructure (Revit, LOD300). Develop requirements for pre-engineered and/or performance-specified structural elements. Advance foundation design for early permit and bid packages. Attend meetings, maximum of 10 in-person in Seattle, and remotely for remainder of DD as required. <p>Deliverables</p> <ul style="list-style-type: none"> 100% DD and GMP drawings. Basis of Design Narrative with material quantities for cost estimating Preliminary structural specifications. Early permit and bid package for foundation design at 100% DD.
Construction Documents and Permitting	~ 16 weeks	\$40,000	<p>Scope</p> <ul style="list-style-type: none"> Further develop of structural design documentation for CD level. 3D modeling of structure, full BIM in Revit (LOD 350). Regular model coordination and exchanges. Attend meetings, maximum 10 in-person in Seattle, and remotely for remainder of CDs as required. Preparation of drawings and engineering calculations for Building Permit sealed by P.E. registered in Washington. Coordination of specialty museum scope, such as hanging loads, rigging points, and late exhibit changes Consult with Building Officials and assist in obtaining structural permits. <p>Deliverables</p> <ul style="list-style-type: none"> 50% Construction Document drawing set and full specifications 90% Construction Document and Superstructure Permit drawing set and full specifications 100% Construction Document drawing set and full specifications
Construction Administration	~ 16 months	\$44,000	<p>Services</p> <ul style="list-style-type: none"> Review and preparation of RFI responses / addenda during bidding phases. Field review of structural work, including written reports and required follow-up. Shop drawing submittal reviews. Review contractor submittals. Respond to contractor's Requests for Information. Assist in reviewing Change Orders related to the structural work. Review third-party testing and inspection reports. Visit the site at intervals appropriate with the progress of construction to observe the progress of structural work, assumed an average of one site visit per month – 12 visits maximum. <p>Deliverables</p> <ul style="list-style-type: none"> Contractor submittal review comments/approvals. Responses to contractor's Requests for Information. Reports detailing observations made during site visits.
TOTAL		\$155,000	
Additional Service	N/A	\$12,000	<ul style="list-style-type: none"> Record Drawings of Primary Structure

QUALIFICATIONS

- See Appendix A – StructureCraft Terms of Engagement.
- It is assumed that the client will engage third party testing agencies for Special Inspection requirements.
- The anticipated schedule/duration for the above Structural Engineering Services is per Section 2.0 above.
- Foundations & Ground Improvement. EOR will design all primary foundation elements (mats, pile caps, grade beams, foundation walls), establish performance criteria and design loads for any delegated deep foundations or ground improvement (e.g., stone columns, VCC), review and coordinate the specialty engineer's submittals, and integrate details for a permit-ready early foundation package. (Specialty contractor to design and stamp any proprietary systems.)
- We have assumed weekly or bi-weekly (remote) design meetings through design.
- Professional liability insurance coverage of \$5 million.
- StructureCraft proposal is valid until February 2026.

EXCLUSIONS

- Design-Related Exclusions
- Non-structural/secondary components and their attachments to the primary structure.
- All forms of sound, mold, and water-intrusion protection.
- Tenant-related design services.
- Other exclusions per Appendix A.
- Construction-Related Exclusions
- Design of temporary Means and Methods of construction.
- Evaluation of the structure to support temporary loads imposed by construction equipment and storage of materials.
- Analysis and/or review of construction sequencing.
- Design of "field fixes" to remedy fabrication or construction errors made by the Contractor.
- Any and all aspects of construction site safety.
- Verification of the quality of work of the contractor.
- Full-time on-site representation.



Appendix A – StructureCraft Engineering Terms of Engagement (2025)

These terms form part of our proposal for structural engineering services:

1. Schedule of hourly rates (USD):

Principal	\$350.00/hour	Senior Draftsman/PM	\$160.00/hour
Senior Engineer	\$260.00/hour	Draftsman	\$125.00/hour
Engineer	\$185.00/hour	Administrative Assistant	\$ 60.00/hour

Rates are subject to revision at the beginning of each year. Rates for a Principal /Director are increased by 50% for litigation work. Additional services including re-design, scope increase, etc. will be charged at the above hourly rates, unless noted otherwise. Additional services will only be performed following written approval (i.e. Change Order) by the Client.

2. Reimbursable expenses will typically be charged at cost. Supporting documentation is provided upon request.
 - a) Vehicle use and other travel related expenses including tolls.
 - b) Air travel (economy class), accommodation, meals, and parking expenses (Not to Exceed Amount of \$1,500).
 - c) Reproduction of drawings, documents and reports if requested by owner.
 - d) Courier charges.
 - e) Any other proper expenses paid out by StructureCraft on the Client's behalf and not specifically named as being covered by the normal fee.
3. Applicable taxes are additional to all rates.
4. Proposals quoted are valid for one (1) month from the date of the proposal unless otherwise noted, and thereafter are subject to renegotiation.
5. Terms net 30 days, interest charge of 1.5% per month on all overdue accounts. If payment remains past due 60 days from the date of the invoice, then StructureCraft shall have the right to suspend all work, without prejudice, and all reasonable suspension costs shall be paid by the Client. Payment in full must be received for all invoices prior to issuing the final schedules at completion of our work.
6. All documents and designs prepared by StructureCraft for the project shall remain the property of StructureCraft. Following full payment for design and construction of the project, StructureCraft grants to the owner the right to use the information contained in such documents and designs for responsible purposes related only to the project.
7. StructureCraft maintains Professional Liability Insurance coverage on all their projects. The total amount of all claims the Client may have against the StructureCraft under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of any professional liability insurance the StructureCraft may have available at the time such claims are made.

For the purpose of the limitation of liability provisions contained in the Agreement of the parties herein, the Client expressly agrees that it has entered into this Agreement with StructureCraft, both on its own behalf and as agent on behalf of its employees and principals.

The Client expressly agrees that StructureCraft's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of StructureCraft's employees or principals in their personal capacity.

8. StructureCraft shall not be responsible for:
 - a) the failure of another contractor, retained by the Client, to perform the work required in the Project in accordance with the applicable contract documents.
 - b) any damage to subsurface structures and utilities which were not identified and located by the Client.
 - c) any Project decisions made by the Client if the decisions were made without the advice of StructureCraft or contrary to or inconsistent with StructureCraft's advice
 - d) any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption



- e) the unauthorized distribution of any confidential document or report prepared by or on behalf of StructureCraft for the exclusive use of the Client.
9. Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of the Consultant, to observe whether the work of a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in StructureCraft providing qualified certifications for the work.
10. Unless specifically included, the design and detailing of all secondary components are excluded from the scope of work in contract between StructureCraft and the Client, including, but not limited to the following:
- a) Architectural components such as guard and hand rails, flag posts, canopies, ceilings, etc.
 - b) Site work elements exterior to the base building such as landscaping components, lamp standards, pools, signs, and civil work.
 - c) Cladding, window mullions, glazing and store fronts, custom glazing supports.
 - d) Skylights and glass canopies.
 - e) Support and anchorage for mechanical/electrical/plumbing (MEP), audio/visual (AV) systems, and solar panels
 - f) Glass block including attachments.
 - g) Elevator and escalator system components
 - h) Architectural precast and precast cladding.
 - i) Window washing equipment and attachments.
 - j) Interior and exterior light gauge steel stud walls.
 - k) Roofing material.
 - l) Architectural brick veneer.
 - m) Parking slab membrane.
 - n) Pre-engineered buildings
 - o) Pre-engineered open web joists
 - p) Fabricator-designed structural steel or mass timber members and connections
 - q) Proprietary engineered structural systems
 - r) Structural precast concrete and connections
 - s) Structural fabric materials and connections
 - t) Pre-engineered stairs, grating, fences, gates, bollards will be delegated design. Feature stairs are included in base scope.
 - u) Building maintenance systems
 - v) When loading and connection information is made available in the normal sequence of design, StructureCraft will provide structural engineering design services related to the design and coordination of the primary structural frame to support these additional non-structural building components.

These components shall be designed by independent Specialty Structural Engineers, registered with the governing body having jurisdiction and retained by the Contractor, who will seal all related shop drawings, review the components in the field and provide all required sealed letters to the authorities having jurisdiction.

- 11. Supply of Record Drawings is outside the scope of services, unless contractually agreed to in the fee proposal. If Record Drawings are contractually arranged, then the drawings will include officially issued site sketches and reference only to field review comments and RFI responses.
- 12. If the Project, at any point, is delayed for more than three (3) months, or if the project program, schedule or complexity changes significantly, StructureCraft reserves the right to renegotiate the fees.





Hands On Children's Museum Expansion: Acoustics

Date: Fri, Nov 14, 2025

Proposal of Services

Crystal Loya
Mithun
1201 Alaskan Way #200,
Seattle, Washington 98101

Acoustical Services Proposal for Hands On Children's Museum Expansion: Acoustics

Dear Crystal,

Thank you for considering the Tenor Engineering Group to support the FORMA/Mithun/FAME team with the acoustical design of Hands On Children's Museum in Olympia, Washington. I have personally had the pleasure of experiencing this museum with my own children and nieces. We hope to have the opportunity to support the team in developing cost-effective acoustical solutions as part of the expansion and renovation.

- Narrative of Approach:
 - Opportunities to leverage in-kind material and labor donations: *Tenor will complete an on-site acoustical audit of the existing site and facility at no cost to the client or project to assess the noise and vibration challenges and opportunities. This will include documentation of the existing conditions as it relates to the project's acoustical performance goals and options for enhancement and reuse.*
 - Coordination with architectural, exhibit, and site requirements: *Our team will provide suggestions as it relates to acoustical perception of the exhibits, indoor/outdoor spaces, as it relates to the project goals.*
 - Phasing and flexibility for future museum growth: *Our team will note considerations for equipment, finishes, systems, and assemblies that provide opportunities for alteration, enhancement, or reuse*

PM, Lead Engineer, Day-to-Day: Erik Miller-Klein, Principal
Design Support: Drew Lodarek, Acoustical Consultant
Design Support: Graham Easton, Staff Consultant

Estimate of Services

MILESTONES / TASKS	AMOUNT
Phase 1 - Design Development - Hourly NTE	\$9,600.00

Schematic Design (30% Design) - Complete on-site acoustical performance audit of existing facilities (labor donation). Review interior and exterior spaces with respect to acoustical design goals for new exhibit areas, classrooms, office/support spaces, and areas/spaces to be renovated. Develop acoustical design plan with respect to exhibit perception/experience, room acoustics/noise control, and acoustical quality/comfort. Provide acoustical design plan documentation.

Provide preliminary mechanical system guidance with respect to noise and vibration control. This will include maximum sound power levels for future or altered equipment with respect to indoor and outdoor spaces.

Attend design coordination meetings (up to 3 meetings within proposed budget).

- On-site Assessment (Labor Donation Proposed): FMV - \$1,350

Design Development (60% Design) - Complete review and refine acoustical design plan for patron and back-of-house areas with respect to acoustical project goals. Provide mark-ups and design review comment documentation. Note materials, assemblies, and details to meet acoustical project goals.

Collaborate with and coordinate the mechanical system noise and vibration control plan. This will include materials, details, and suggestions for BOD systems with respect to indoor and outdoor spaces.

Attend design coordination meetings (up to 3 meetings within proposed budget).

GMP Development Support - Complete review to ensure acoustical products and systems are incorporated into the GMP documents.

Phase 1B - Technical Documentation - Hourly NTE

\$3,675.00

Permit & Construction Documents - Provide detailed review of drawing details, materials, and assemblies with respect to acoustical goals and GMP budget. Coordinate on final selections and include narratives on the pro/cons of VE options.

Complete mechanical system noise and vibration analysis for system selections with respect to both interior and exterior noise to patrons, staff, and the community. Provide detailed noise and vibration control plan documentation.

Attend design coordination meetings (up to 2 meetings within proposed budget).

Phase 2 - Construction - Hourly NTE

\$1,950.00

Construction Administration - Review shop drawings, alternates, and coordinate on field conditions.

Total \$15,225.00

Summary

Our fees are based on our hourly rates and expected level of support. Please contact us if you have any questions or would like to modify the proposed scope of work.

Thank you for considering the Tenor Engineering Group.

Sincerely,

Erik Miller-Klein, PE, INCE Bd. Cert.
Principal of Acoustical Engineering

Tenor Engineering Group
erik.mk@tenor-eng.com
O: (206) 899-5450

Terms of Service

These fees include all costs associated with equipment, administration, and transportation. Our fees are based on our hourly rates:

Hourly Rates

Principal, PE - \$150 per hour

Acoustical Consultant - \$90 - \$120 per hour

Staff Consultant - \$75 - \$95 per hour

At no time will our fees exceed the above hours or costs without prior written approval. If the conditions of this proposal are satisfactory we will accept an agreement form of your choice or approval of this proposal through our online client portal or printing and signing below. This can be e-mailed or mailed to: 600 1st Ave Ste 330 PMB 52397, Seattle, WA, 98104-2246

Client Signature

Date



Landscape
 Architecture
 Site Planning
 Irrigation

November 19th, 2025

HANDS ON CHILDRENS MUSEUM EXPANSION
Olympia, Washington

IRRIGATION DESIGN SERVICES PROPOSAL

This proposal is for Irrigation design services associated with an expansion of a Children’s Museum of approx. 20,000 s.f. in Olympia, Washington. Including 20,000 sf parking area, 11,000 s.f. of entry plaza, 14,500 sf of outdoor exhibit, 2,000 sf of outdoor preschool space and 4,000 sf of garden buffer. Scope of work is for Schematic Documents only, intended to be Design/Build.

1. SCHEMATIC / DESIGN DEVELOPMENT PHASE 1A;

- Coordinate as required with Architect, Landscape Architect, Mechanical and Civil Engineer.
 - Site Visit to review existing conditions.
 - Prepare Irrigation Design Narrative for Schematic Design Set.
 - Prepare Irrigation Design Development Set: (to include; point of connection, controller, irrigation type, approx. locations of mainline, sleeving, valves)
- CAD setup of base sheets:
 -(1) Irrigation Plan. 1”= 30’-0”.
 -(1) Irrigation Details sheet.

Phase 1A Not to Exceed Fee: \$3,900.00

Billed at an Hourly rate of \$130.00 hour.

NOTES:

1. Additional plan revisions due to site plan changes, civil engineering revisions or owner directed revisions beyond the control of the consultant, to be invoiced as additional services at the rate of \$130/hr.
2. All travel, reprographic, materials, and other related approved project costs to reimburse at cost plus 10%.
3. Proposal assumptions:
 - *Mithun to provide base plan, sheet layout, and title block (ACAD Version 2025 or earlier).*
 - *Construction Documents or Construction Administration is not included.*
 - *Irrigation meter (if required) to be by a Civil Engineer.*

Approved By: _____

Date: _____

Submitted by: William Brown Landscape Architects
 16630 30th Dr. S.E.
 Bothell, WA 98012 Corky_b @ comcast.net / Phone: 425-417-4609

Amendment to the Agreement between Prime Consultant and Architect

Amendment 001

In Accordance with Agreement Dated:

30 September 2022

Between Project Prime Consultant

And Architect/Consultant

FORMA

FRAME | Architecture Design & Planning LLC

Db: FRAME | Integrative Design Strategies

459 Renton Ave S, Seattle WA, 98108, USA

Alissa@FrameDesignStrategies.com | 206.234.7217

Project Name: Hands On Children's Museum - Expansion FRAME Project #: 24030.20

- Authorization requested to :
- Proceed with Additional Services
 - Proceed with Additional Reimbursable Expenses
 - Proceed with Modified Schedule

Described as follows:

Provide Project Type Consultant Services as begun in Project Validation Phase through Schematic Design, Design Development, Final Documentation, Pricing and Construction Phases. Tasks as follows:

- Review design packages, including evaluation for compatibility with exhibit configuration and program.
- Meeting Attendance
- Design Assistance, including program advising, sketches, emails, product, fixture, finish and system recommendations
- Review Exhibit Design and Interpretive Planning implications of design decisions
- Review Operations, Staffing and Capital Campaign implications of design decisions
- Milestone Reviews of document sets, pricing, takeoffs
- Facility Impact Plan - developed in Schematic Design and maintained/updated in subsequent phases

Compensation Change:

Fees are as follows, to be billed on a percent complete basis, and inclusive of regional travel and internal expenses.

Design phases:

Phase 1A: \$25,000
Phase 1B: \$10,000

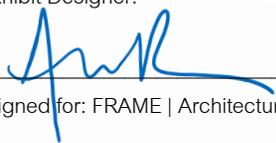
Construction: \$5,000

Schedule Change:

Schedule to correspond with FORMA/Mithun Schedule, to be confirmed at the end of the Project Validation Phase.

Authorization:

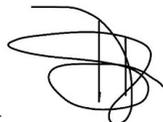
Exhibit Designer:


Signed for: FRAME | Architecture Design + Planning

By: Alissa Rupp, FAIA
Owner / Principal

Date signed

Owner:


Signed for: FORMA Construction

By: **Heather Skeeahan**
[Print Name]
12/29/2025

Date signed



Friday, October 10, 2025

Forma Construction

Attn: Heather Skeeahan

RE: HVAC and Domestic Plumbing System Engineering: Hands On Children’s Museum Expansion – Design Phase.

Scope We propose to provide HVAC and Domestic Plumbing Engineering Design services based on a 20-25 KSF addition/remodel. We anticipate SD, DD, and CD design submissions. Electronic files will be distributed for printing/distribution by others. BIM services will be provided for both HVAC and plumbing and will be coordinated with other trades. LEED services will be provided as follows: Energy Modeling, Refrigerant Management Calculations, IAQ Calculations, Load Shedding Calculations, Thermal Comfort Calculations, CX Assistance/Submittals, Metering Analysis, Responses to LEED Review Comments.

	Cost	Hourly Rate
HVAC Design	\$ 46,900	\$ 150
Plumbing Design	\$ 15,000	\$ 150
BIM	\$ 34,000	\$ 175
LEED	\$ 23,700	\$ 150
Total	\$ 119,600	

Costs The proposed compensation for the design effort described above will be \$119,600

Ownership of Documents Drawings and other documents, including those in electronic form ("Documents") prepared by Sunset Air are for use solely with respect to the subject project. Sunset Air is the owner of the Documents, and shall retain all common law, statutory, and other reserve rights, including copyrights. Upon execution of this Proposal, and expressly conditioned upon Sunset Air performing the construction associated with the Documents for the project, Sunset Air grants to Client a non-exclusive license to reproduce Sunset Air's documents solely for purposes of permitting, constructing, using, and maintaining the project, provided that Client shall comply with all obligations, including prompt payment of all sums when due.

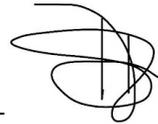
Excludes Not included in this proposal are permit costs, fire protection design, plan reproduction costs, permit/review fees, utility connection fee’s (if any), and construction.

If this proposal is acceptable, please indicate you acceptance by signing and returning via fax: (360-456-6053), or email: <mailto:jab@sunsetair.com>. We will consider this direction to proceed.

Date of acceptance: 12/29/2025

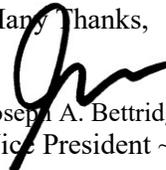
Heather Skeeahan

(Name) – Please Print



(Signature)

Many Thanks,



Joseph A. Bettridge, PE/LEED AP
 Vice President ~ (Director of Commercial)

Phase 1 Mechanical & Plumbing Design Services

Total Fee: \$119,600

- HVAC Design – \$46,900
 - Plumbing Design – \$15,000
 - BIM Modeling – \$34,000
 - LEED Support – \$23,700
-

Validation Phase (11–12 weeks)

Scope

- Participate in early planning and kickoff meetings
- Support preliminary cost modeling with mechanical/plumbing inputs
- Perform field investigation of existing HVAC and plumbing infrastructure
- Provide preliminary Basis of Design (BOD) narratives for HVAC & plumbing systems
- Support exhibit/programming development by confirming system assumptions
- Begin identifying mechanical sustainability opportunities (energy efficiency, carbon reduction)

Deliverables

- Preliminary mechanical/plumbing BOD
 - Preliminary sketches for HVAC & plumbing system concepts
 - Preliminary recommendations regarding system integration with the existing HOCM building (continuity of operation, controls, maintenance)
-

Schematic Design (SD) (~9 weeks)

Scope

- Attend SD coordination meetings
- Develop HVAC system concepts based on the proposed approach:
 - Water-source heat pump system with air-to-water heat pumps maintaining loop at 50–90°F
 - Central high-efficiency DOAS for ventilation
- Layout preliminary zoning, major equipment, and mechanical room requirements
- Develop plumbing system diagrams for domestic water, sanitary, and vent systems
- Coordinate with AE team, FORMA, and Exhibit designers
- Identify early long-lead equipment (e.g., air-to-water HPs, DOAS, controls)
- Identify LEED pathway strategies supported by MEP systems (thermal comfort, IAQ, refrigerant, load shedding)

Deliverables

- Preliminary HVAC plans and single-line diagrams
 - Preliminary plumbing plans and riser diagrams
 - Preliminary mechanical schedules (major equipment)
 - Preliminary space planning for mechanical and plumbing rooms
 - Preliminary LEED modeling inputs (energy model baseline, IAQ, refrigerant, etc.)
-

Design Development (DD) (~12 weeks)

Scope

- Develop load calculations (heating, cooling, ventilation, plumbing loads)
- Refine water-source heat pump system distribution layout
- Select candidate manufacturers for equipment (Carrier/York/Daikin per narrative)
- Evaluate redundancy strategies for outdoor heat pumps
- Full coordination of MEP systems with BIM modeling (HVAC + plumbing)
- Advance LEED documentation
- Support FORMA cost modeling and target value design processes
- Coordinate with exhibit/program requirements (humidity, heat loads for water exhibits)

Deliverables

- DD-level HVAC and plumbing floor plans
- DD-level mechanical details and schedules
- Updated BOD
- DD-level BIM model (MEP coordinated)
- Preliminary equipment lists
- Draft product and specification information for pricing, early procurement, and incorporation into sheet specs or specs.
- LEED modeling updates

Construction Documents & Permitting (CD) (~16 weeks)

Scope

- Produce permit-ready HVAC and plumbing plans
- Complete mechanical and plumbing schedules, diagrams, and details
- Coordinate with City of Olympia permitting requirements (IMC, WSEC)
- Integrate Honeywell Excell 5000 controls interface with existing system
- Develop stamped and signed mechanical and plumbing CD sets
- Coordinate with FORMA on early procurement packages (heat pumps, DOAS)

Deliverables

- Stamped and signed HVAC plans, sections, schedules
 - Stamped and signed plumbing plans and details
 - Product and specification information for pricing, procurement, and incorporation into sheet specs or specs.
 - Final Basis of Design
 - WSEC/NREC forms (mechanical and service water heating)
-

System Summary (For Clarity & Owner Reference)

Proposed System Type

- Water-source heat pumps (indoor units) with air-to-water heat pumps (outdoor units) maintaining loop temp 50–90°F
- Central DOAS unit providing all outside air ventilation
- Honeywell Excell 5000 EMS integrating new and existing systems

System Benefits

- High energy efficiency through heat recovery between zones
- Long-life infrastructure components (piping, pumps, HPs)
- Flexible and maintainable for HOCCM staff familiar with existing systems
- Redundant capacity achievable with minimal added cost



Building reliable electrical systems that support children, teachers & communities.

COVER LETTER OF INTEREST

October 8, 2025

Attn: Heather Skeehan & Kacey Crow

FORMA Construction
500 Columbia St. NW
Suite 201
Olympia, WA 98501

RE: Electrical Engineering Services, Hands On Children’s Museum Expansion – Olympia, WA

Dear Selection Committee,

Sare Electric is excited for the opportunity to contribute to the expansion of the Hands On Children’s Museum—a beloved community space that inspires creativity, connection, and lifelong learning. Our team brings the technical expertise and collaborative spirit needed for this progressive design-build partnership. We understand the importance of designing adaptable, efficient electrical systems that align with the Museum’s mission and the City of Olympia’s long-term goals for sustainability, affordability, and operational ease. We have a strong resume of collaboration with FORMA Construction and are committed to exceeding the team’s expectations by providing an unmatched electrical team that will be a true partner. We are focused on Design-Build and alternative delivery projects, with 25 years of experience in commercial electrical projects. Specifically, we offer:

SIGNIFICANT ELECTRICAL CONSTRUCTION EXPERIENCE

Our team has successfully completed more than 100 electrical projects (many that were occupied during construction) with a total electrical value of over \$185 million. Sare’s expertise with commercial construction means we can provide you with the best value as materials and building systems are selected. This includes but is not limited to medium voltage wiring, power distribution, lighting design, lighting controls, solar, infrastructure cabling, intercom/clock, CCTV, access control, security, lock down, DAS, classroom AV, and energy management.

EARLY ENGAGEMENT AND EXPERTISE DURING PRECONSTRUCTION

We make clear communication and team member engagement a priority from day one, an approach that leads to productive, engaging, and team-focused efforts towards reaching project goals. We know what it takes to provide timely constructability reviews, accurate cost-to-budget forecasting, timely selection of project partners, and dedicated personnel from start to finish.

A COLLABORATIVE MIND-SET AND LASER-FOCUSED TEAM

Our team is made up of the Puget Sound area’s top electricians, and together, we have developed a real partnership approach to solving the electrical constructability challenges that arise as buildings become more and more sophisticated. Our team of professionals understands the value of transparent and proactive communication and collaboration, and know how to solve problems effectively in a team atmosphere.

Please review our proposal and do not hesitate to reach out if I can answer any questions about our team or approach. We look forward to introducing our team in person at the interview.

Sincerely,

Steve Sare

Steve Sare
Principal-In-Charge
steve@sareelectric.com
360-352-2628

1. DESIGN FEE BREAKDOWN

VALIDATION PHASE

\$9,750

SCHEMATIC DESIGN

\$17,000

DESIGN DEVELOPMENT

\$23,750

PERMIT DOCUMENTS

CONSTRUCTION DOCUMENTS

\$41,250

CONSTRUCTION ADMINISTRATION

\$18,750

“Sare Electric is always there to help with out-of-the-box thinking to assist in overcoming challenges. They keep the best interest of the team and project on the forefront of their creative solutions.

Sare looks for ways to help expedite the schedule and they keep the GC as well as the owners very well informed on items that may impact schedule and budget. They are not just a subcontractor, they are a partner in construction.”

ANDY MOORE, SENIOR SUPERINTENDENT, ABSHER CONSTRUCTION



2. STAFFING PLAN

We have assembled an outstanding team for the Hands on Children's Museum project with FORMA/Mithun/FROME.

We all bring extremely relevant best practices and a collaborative mind-set based on dozens of completed projects together. The team members listed will actively participate in preconstruction and construction.

Steve Sare, Principal-in-Charge, will provide project leadership and **Chad Lansford, Estimator and Design Lead, will serve as the main point of contact during preconstruction.** As Project Manager, **Jeremiah Tovrea will be your day-to-day contact during construction.** Providing leadership and guidance for Sare's construction team, Craig Ferrier will serve as Superintendent for the project.

Electrical Engineering services will be provided by our partners at Wood Harbinger, with Sean Bollen serving as Electrical Engineer of Record.

Our team will be rounded out by Dakota Kaech, Design and Estimating Specialist, providing additional estimating, design, and management support.

Steve, Jeremiah, and Chad have successfully led and completed dozens of electrical projects together. They have developed a strong working rapport over the last decade plus—meaning we know what it takes to help the team and project proceed successfully.

Our proposed team members have long tenures with Sare and have not only worked together on occupied campuses, but have experience with Design-Build and alternative delivery, early involvement during preconstruction, coordinating with local labor and subcontractor markets, public procurement processes, and WMBE outreach.



STEVE SARE
Principal-in-Charge

EMPLOYMENT HISTORY

22 years with Sare
26 years in AEC

EDUCATION & CERTIFICATIONS

- OSHA 30
- General Electric Administrator License
- IBEW Local 76 Foreman Wireman: 2000-2006

Preconstruction Responsibilities:

Constructability and value engineering, BIM coordination.

Construction Responsibilities: Scheduling, contract management, cost control, submittals, billing submittals, subcontract management, labor planning, material detailing, labor and material budgeting, purchase orders, specification review, quality control, closeout and commissioning.

STEVE'S PROJECT EXPERIENCE

- Bethel SD | Expedition Elementary School
- Bethel SD | Evergreen Elementary School
- North Thurston Public Schools | Komachin MS
- Intercity Transit - ADOPS & Fuel & Bus Wash



JEREMIAH TOVREA
Project Manager

EMPLOYMENT HISTORY

19 years with Sare
19 years in AEC

EDUCATION & CERTIFICATIONS

- OSHA 30
- IBEW Local 76 FEC, NECA Board of Directors

Preconstruction Responsibilities: Overall team leadership, cost estimation, constructability reviews, schedule input, prefabrication planning, labor planning, value engineering, subcontract procurements, quality control.

Construction Responsibilities: Scheduling, contract management, cost control, submittals, billing submittals, subcontract management, labor planning, material detailing, labor and material budgeting, purchase orders, specification review, quality control, closeout and commissioning.

JEREMIAH'S PROJECT EXPERIENCE

- Federal Way SD | Illahee Middle School
- Central Kitsap School District | West Sound Technical Skills Center
- Federal Way SD | Memorial Stadium
- Lott Alliance | East Bay Public Plaza



CHAD LANSFORD
Estimator & Design Lead

EMPLOYMENT HISTORY

16 years with Sare
28 years in AEC

EDUCATION & CERTIFICATIONS

- 01 Electrical License
- OSHA 30
- General Electrical Administrator License

Preconstruction Responsibilities: Main point of contact during preconstruction, cost estimation, design, constructability, value engineering, design detailing and leadership, schedule input, prefabrication planning, labor planning.

Construction Responsibilities: Continued cost and budget management.

CHAD'S PROJECT EXPERIENCE

- North Thurston Public Schools | RMAC South
- Central Kitsap School District | West Sound Technical Skills Center
- Washington State Department of Social and Health Services (DSHS) | 16 Bed Maple Lane
- Renton SD - Hazen High School



CRAIG FERRIER
Superintendent

EMPLOYMENT HISTORY

4 years with Sare
30 years in AEC

EDUCATION & CERTIFICATIONS

- 01 Electrical License
- IBEW Local 76 Foreman Wireman, 2000 - Present

Precon Responsibilities: Prefabrication planning, labor planning, constructability, logistics

Construction Responsibilities: Field coordination and construction, labor coordination, on-site safety support/compliance

CRAIG'S PROJECT EXPERIENCE

- Hands On Children Museum | Museum Expansion Phase 1
- Evergreen State College | New Access Control System
- Cherry Street Plaza
- Town Square Plaza, Major Remodel
- Point Plaza East Buildings 1, 2, 3, 4, 5 & 6
- Washington State Business License Office

**project experience with previous employer*



DAKOTA KAECH
Design and Estimating Specialist

EMPLOYMENT HISTORY

7 years with Sare
7 years in AEC

EDUCATION & CERTIFICATIONS

- 01 Electrical License

Precon Responsibilities:

Supporting cost estimation, design, constructability, value engineering, and prefabrication planning

Construction Responsibilities:

Continued budget support

DAKOTA'S PROJECT EXPERIENCE

- Bethel SD | Evergreen Elementary School
- Federal Way Public Schools | Illahee Middle School
- DES - Columbia Cottage Renovation at Maple Lane
- Montesano Health & Rehabilitation



SEAN BOLLEN
Electrical Engineer of Record

EMPLOYMENT HISTORY

31 years with Wood Harbinger
31 years in AEC

EDUCATION & CERTIFICATIONS

- BS, Electrical Engineering, University of California Santa Barbara
- Professional Electrical Engineer, WA #35726
- LEED Accredited Professional

Precon Responsibilities: Electrical engineering analysis, planning, design, and implementation for the project. Working closely with Sare Electric to anticipate potential technical design issues early in preconstruction to mitigate risk during construction.

Construction Responsibilities: Ensure continuity, timely response, and close coordination to review submittals and resolve any design questions or issues during construction.

SEAN'S PROJECT EXPERIENCE

- Bellevue School District | Sammamish High School Modernization Glass Blowing Facility
- Seattle Central College | Open-End Electrical Engineering
- Lake Washington Technical Institute | Open-End Mechanical & Electrical Engineering Services

3. NARRATIVE OF APPROACH

DEVELOPMENT AND SELECTION OF AN AFFORDABLE, ADAPTABLE ELECTRICAL SYSTEM AND UTILITY TIE INS. INCLUDING A STRATEGY ON THE TRANSFORMER LOCATION, SERVICE SIZE FOR CURRENT AND FUTURE NEEDS, EV SIZING AND LOCATION, ETC.

Our layout will address all applicable energy and building codes, including any project goals for LEED certification. **Being diligent in our lighting choices and using funds strategically and at the right time can maximize the project budget while also providing functionality and visual appeal.**

Providing future pathways to exhibit locations will allow for flexibility and adaptability for future technology/integration. Up-sizing the pathway and locating the electrical room on the side of the building nearest the potential expansion will also maximize the potential for future.

With proper planning, layout for base infrastructure can allow flexibility for the long term. For example, installing vaults can provide great access into system infrastructure and allow for future modification and additions.

Building a larger exterior service would allow an electrical distribution system that is more accessible for future improvements; whether it be adding more EV chargers, solar parking canopies, or additional exterior exhibits.

OPPORTUNITIES TO LEVERAGE IN-KIND MATERIAL AND LABOR DONATIONS

Having the same brand and manufacturer of products can help with maintenance, repairs, and sourcing spare parts. **Sare will design around existing installations and if there are opportunities for improvements, we will provide cost analysis and comparison,** allowing the end user to make an informed decision about what is being installed in the facility. Technology changes all the time, and evaluating the existing systems to establish a baseline will be one of our key early tasks, along with having conversations with the end user on what works well for them and where the system can be improved, with Sare presenting different options based on space and program needs.

We know from past project experience that utilizing labor donations can add value to the project. **Our electrical scope provides unique opportunities for in-kind donations and tasks that can be fulfilled by volunteers.**

For example, moving light fixtures to the appropriate space for installation and assisting with cleanup following electrical installations.

During our systems trainings, we have found that video documentation can be very useful as a reference tool for building owners and facility maintenance teams. Having a volunteer run the video camera and take notes while we conduct training will help the end user have a better understanding of how the facility functions.

COORDINATION WITH ARCHITECTURAL, EXHIBIT, AND SITE REQUIREMENTS

Choosing the right lighting is crucial to enhance the architectural and exhibit aesthetics. With lighting design, we strive to make the experience inviting and intellectually stimulating to a younger audience while remaining appealing to parents, teachers, and the general public.

Some areas will warrant a brighter and more vibrant lighting approach and others more suited towards a subtle approach. Providing a flexible lighting system can help accentuate the unique and diverse architectural and exhibit features.

Some of the museum's exhibits are more interactive, requiring a thoughtful approach to how to optimize lighting for user experience and safety.

Outside activities sometimes take place at night, and having control over how the lighting is used by the museum in each circumstance will be a priority. Multiple lighting combinations that can be turned on depending on the activity will be helpful in making the most of every exhibit and experience.

Most of the typical responsibilities of a material handler on a construction project can be effectively supported by volunteers. These include tasks such as material organization, jobsite cleanup, and other light-duty activities. For example, volunteers can help move light fixtures to their designated installation areas and assist with general cleanup following electrical installations.

PHASING AND FLEXIBILITY FOR FUTURE MUSEUM GROWTH

Maintaining functionality for the museum is a key task to ensure community members can enjoy all the museum has to offer. This project will encompass a large if not entire area of the north parking lot. This will disperse all parking to the surrounding streets during construction.

Developing a plan for public safety and utility work will be a key factor in making this a successful project. Looking at the surrounding buildings and options for future development, it would be wise to plan for future expansion to the north, beyond the current expansion. This will allow for the possibility of executing the project through a holistic, campus-wide approach.

HOW SARE WORKS WITH DESIGN-BUILD TEAMS



WSDOT, Olympic Region Maintenance & Administration | Design-Build



Central Kitsap School District, West Sound Technical Skills Center | Design-Build

Early Engagement & Continuous Communication

Sare makes clear communication and team involvement a priority from the very beginning. Our emphasis on team building has helped Sare Electric develop strong partnerships and lasting relationships—**fostering mutual respect, open collaboration, innovative problem-solving, faster decision-making, and more efficient project delivery.**

Collaboration to Maintain the Schedule

We understand the vital role electrical plays in meeting schedule requirements. **We know that meeting the schedule is of utmost importance.** We will work collaboratively with the project team, utilizing a short-term look-ahead schedule to keep track of installed progress and analyze current performance as we continue to meet the long-term schedule milestones.

Experience with Last Planner & Pull Planning

We know first-hand the positive impact pull planning sessions can have on a project's teamwork and coordination. **Carrying this focus into construction is key to effective communication and the tracking of project goals.** Through our experiences with pull planning, our milestone dates have been consistent and our labor has seen an increase in efficiency.

Design Success Through Early Involvement

We believe that early involvement is the key to developing construction ideas and lean design. Proactive engagement on the project fosters collaboration, allowing the Sare team to anticipate potential design difficulties and provide valuable input that can be shared and utilized to protect the project schedule, avoid costly delays and re-work, and develop creative solutions.

Innovative Use of BIM/VDC Technologies

Our dedication to BIM technologies has brought **a new level of detail and performance to our operations.** Through our use of a Leica Robotic Total Station and BIM modeling (for 100% coordinated drawings with zero clashes), we have been able to greatly reduce time frames and minimize impacts on the schedule.

ELECTRICAL ENGINEER OF RECORD

Wood Harbinger

Wood Harbinger is a 100% employee-owned, multidisciplinary engineering consulting firm with a reputation for detail, a culture of collaboration, and a focus on listening to clients goals. They are best known for their capacity to embrace projects of any size, complexity, and project delivery method.

Sean Bollen, PE, Principal Electrical Engineer

is one of the most dedicated and personable engineers you'll ever meet, and his long list of repeat clients is a testament to the consistent value he provides. His successful career at Wood Harbinger includes extensive experience in the municipal/civic, education, and military market sectors. He works closely with many community colleges, universities, and municipalities throughout the state on a variety of tenant improvements, upgrades, renovations, and new construction. Sean has also conducted numerous feasibility studies assessing existing systems and planning for upgrades. Sean's expertise includes medium- and low-voltage power distribution systems, emergency power systems, information and communication technology systems, and electronic safety and security systems. Additionally, he is an accomplished interior and exterior lighting designer.

"As a general contractor, I have a high level of respect for Sare Electric. In times when we are in need of pricing or VE support for electrical scope work, I always know that I can count on Sare Electric."

DAVID CARVER, PROJECT MANAGER, SKANSKA USA

Phase	Duration	Fee (USD)	Scope/Deliverables
Validation	11-12 weeks	\$9,750	<ul style="list-style-type: none"> • Attend 6 virtual meetings • Assist with preliminary cost modeling • Field investigation of existing infrastructure • Preliminary BOD to assist with programming • Preliminary sketches for power infrastructure • Develop preliminary electrical sustainability opportunities
Schematic Design	~ 9 weeks	\$17,000	<p>Scope</p> <ul style="list-style-type: none"> • Attend 5 virtual meetings • Develop lighting alternatives • Coordinate with AE and Contractor team • Verify capacity of existing electrical infrastructure • Determine panelboards requiring 30 day metering • Typical space layouts for power, lighting and communications • Coordination with owner for standards • Coordinate with Architect for electrical and communication room requirements • Determine electrical sustainability strategies for LEED <p>Deliverables</p> <ul style="list-style-type: none"> • Table of Contents for Division 26, 27, 28 Specifications • Preliminary electrical site plan. • Preliminary power, lighting and communication floor plans. Layouts for typical spaces will be shown. • Preliminary one-line diagrams
Design Development	~ 12 weeks	\$23,750	<p>Scope</p> <ul style="list-style-type: none"> • Attend 6 virtual meetings • Assist with cost modeling • Lighting calculations

			<ul style="list-style-type: none"> • Coordinate with AE and Contractor team • Coordinate with AV Contractor for infrastructure requirements • Develop LEED sustainability items <p>Deliverables</p> <ul style="list-style-type: none"> • Electrical site plan. • Power, lighting and communication floor plans. Circuiting will not be shown until Construction Documents • One-line Diagrams • Schedules and details • Division 26, 27, 28 Specifications • Basis of Design • Preliminary list of luminaires
Construction Documents and Permitting	~ 16 weeks	\$41,250	<p>Scope</p> <ul style="list-style-type: none"> • Attend 8 virtual meetings • Coordinate with AE team and Contractor team. • Coordinate with panelboard supplier. Panel supplier will provide stamped and signed short circuit, arc flash, and selective coordination study. • Submit drawings to Electrical Plan Review. Submission for Electrical Plan Review require the drawings to be 100% complete, so early submission is not possible. <p>Deliverables</p> <ul style="list-style-type: none"> • Stamped and signed electrical site plan. • Stamped and signed power, lighting and communication floor plans. • Stamped and signed one-line diagrams • Stamped and signed schedules and details • Stamped and signed Division 26, 27, 28 specifications • Basis of Design

			<ul style="list-style-type: none"> • WSEC NREC forms. • LEED Online Documentation
Construction Administration		\$18,750	<ul style="list-style-type: none"> • Review submittals • RFI responses • Construction Site Visits (4) • Construction Meetings (8 virtual) • Punchlist • Review OCM Manual • Review Contractor Red Line Markup As-Builts

Re: HOCM - LV?

From Chad Lansford <chad@sareelectric.com>
Date Wed 12/10/2025 8:15 AM
To Heather Skeeahan <Heather.Skeeahan@formacc.com>

Heather,

We will cover the following scopes: lighting, power, solar, EV chargers, communications (data), access control, security, fire alarm, area of refuge (elevator 2-way), AV & intercom or PA system, something that they can broadcast announcements with. We already know the client uses Always Lock and Safe for their access control and Pioneer Fire for their security and fire alarm systems. Sunset will cover the DDC controls and I need to figure out the required power metering for the project. The power metering sometimes is a blend between mechanical and electrical, but we have time to sort that out.

If you need or want more clarification or if I didn't answer something please let me know.

Chad Lansford
Sare Electric
360-352-2628

From: Heather Skeeahan <Heather.Skeeahan@formacc.com>
Sent: Wednesday, December 10, 2025 7:54 AM
To: Chad Lansford <Chad@sareelectric.com>
Subject: HOCM - LV?

Can you help me with a scope clarification:
You have power, comms, and lighting noted in your scope doc for design. How about other LV scopes? Is that something that you are considering sufficiently covered in the design scope or shall we discuss an additional budget to track that? Incl security, controls, etc?

Thanks for the help on this while I get my head back in the game.

HEATHER SKEEHAN, AIA | **FORMA CONSTRUCTION** | SR.PROJECT MANAGER | [o] 360.754.5788 [m] 253.408.0168

Staff Name	2024 Client Standard Billing Rate
Professional VIII	\$ 285
Bollen, Sean	
Mechure, June	
Professional VII	\$ 265
Leysath, Joe	
Professional VI	\$ 245
Brown, Andy	
Larson, Paul	
Lekhukul, Peter	
Montgomery, Courtney	
Woo, Matt	
Professional V	\$ 215
Marshall, Spencer	
Professional IV	\$ 180
Langer, Carly	
Del Mundo, Tim	
Provera, Michael	
Sparling, Eric	
Professional III	\$ 155
Evans, Melissa	
Ho, Nguyen	
Lecona, Angel	
Livingood, Sheri	
Pittman, Cheryl	
Professional II	\$ 135
Abiador, Alon	
Adrian Peregrino	
Lehman, Triston	
Woods, David	

November 20, 2025

FORMA Construction
500 Columbia Street NW, Suite 201
Olympia, Washington 98501

Attention: Heather Skeeahan

Subject: Phase 1 Design Services Proposal
Geotechnical Services
City of Olympia – Hands On Children’s Museum Expansion
Olympia, Washington
File No. 0415-081-00

Introduction

GeoEngineers, Inc. (GeoEngineers) has prepared Contract Amendment (CA) No. 1 to provide design phase services for the proposed City of Olympia - Hands On Children’s Museum Expansion project located at Parcels 5 and 6 of the East Bay Redevelopment Site in Olympia, Washington. We are currently performing a geotechnical, environmental, and shoreline permitting support study to support the validation phase of the project.

Our original proposal for validation phase included Task 200 – Geotechnical Design Investigation, which was not performed as part of validation and is repeated herein. We also include add alternate scope items for the project team’s consideration. We will be preparing a separate contract amendment for environmental services following issuance of our Task 100 technical memo.

Scope of Services

TASK 200. GEOTECHNICAL DESIGN INVESTIGATION

1. Visit the site and mark the exploration locations to check for conflicts with underground utilities. Our services include subcontracting a private utility locate company and contacting the Washington State “One-Call” service (as required by law).
2. Advance two Cone Penetration Tests (CPTs) to a depth of 120 feet and drill one boring to a depth of 120 feet. One of the CPTs will include seismic shear wave soundings to help determine the seismic site class. GeoEngineers will coordinate with you and/or the City of Olympia to access the project site. The CPT and boring explorations will be monitored on a full-time basis by a GeoEngineers engineer or geologist.

3. Complete laboratory testing and evaluate physical and engineering characteristics of samples obtained from the borings. The laboratory tests may include percent fines content determination, sieve analysis, consolidation, Atterberg limits, and moisture content tests, as appropriate.
4. Provide geotechnical seismic design information in accordance with the 2021 International Building Code (IBC) and American Society of Civil Engineers (ASCE) 7-16. We will discuss our opinion on the potential for surface rupture, liquefaction, and lateral spreading at the site. We have included budget to complete quantitative liquefaction and lateral spreading analysis, as could be needed.
5. Site preparation and earthwork recommendations:
 - a. Temporary erosion and sedimentation controls.
 - b. Temporary and permanent cut slopes.
 - c. Fill placement and compaction requirements.
 - d. Wet weather considerations.
 - e. Groundwater handling and site drainage.
6. Foundation and retaining wall recommendations, including the following, as appropriate:
 - a. Provide design recommendations for the foundation system selected by the design team. We envision that driven pile foundations will be the preferred foundation system.
 - b. Allowable lateral and axial bearing resistances, including an estimate of total and differential foundation settlements for driven pile foundations.
 - c. Shallow spread footing design for ancillary structures, including foundation bearing surface preparation, allowable soil bearing pressure, lateral resistance values, and estimates of total and differential settlement.
 - d. Provide design considerations for mats and slab-on-grade design, including subgrade preparation, modulus of subgrade reaction, capillary break thickness and materials, and methane vapor mitigation, as appropriate.
 - e. Provide recommendations for footing and underslab drainage, as appropriate.
 - f. Determination as to whether soil design parameters can be increased for short-term loadings.
 - g. Provide active, passive, and at-rest lateral earth pressures for conventional cast-in-place retaining walls and below-grade structures. We will also provide recommendations for seismic surcharge pressures and drainage criteria.
7. Discuss the feasibility of site soils for stormwater infiltration and provide preliminary infiltration rates, as appropriate, based on grain-size methods outlined in the City of Olympia Drainage Design and Erosion Control Manual (DDECM)– although we anticipate that the environmental covenant will preclude stormwater infiltration.
8. Provide pavement layer thickness recommendations for asphalt concrete (AC) and Portland Cement Concrete (PCC) design sections, including subgrade preparation. We will include typical pavement sections for heavy and light traffic areas based on our experience for similar facilities.
9. Prepare a Geotechnical Report presenting our findings, conclusions, and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results, and appropriate engineering figures. Our report will be prepared first as a

draft and will be provided to the team for review and comment. Our final report will address comments and incorporate mutually agreed upon changes and as close to final design as possible, compared to the draft report.

TASK 201. FINAL DESIGN AND DD/CD DESIGN PHASE SUPPORT

1. Perform final design for deep foundations (if required), including axial and lateral capacity analyses and summarizing those in a final design geotechnical report
2. Attending meetings and providing consultation, including participating in value engineering exercises
3. Review project plans and specifications for consistency with the recommendations in our geotechnical report. We will provide any comments and markups to these documents with the project team, assuming one round of comments and edits

ADD ALTERNATE 1 – ADDITIONAL BORINGS

We have included a daily rate in the table below (**Add Alternate 1**) for completing additional drilling in the parking lot north of the existing museum building. The purpose of these borings is to help characterize the near surface soils in other areas of planned improvements. Add Alternate 1 assumes that field work will take place during the same mobilization as the other Task 200 explorations. Additional laboratory testing and exploration log processing are included in this rate. Based on the expected subsurface conditions, we anticipate completing up to 10 6-foot-deep borings or about 60 feet of drilling per day.

ADD ALTERNATE 2 – SITE-SPECIFIC GROUND RESPONSE ANALYSIS

A site-specific ground response analysis (GRA) could help further characterize the seismic risk at the project site. Based on similar projects in the area, design code exceptions that are taken in lieu of an GRA generally result in more conservative designs, resulting in overall larger design and construction costs. We propose the following for a GRA (**Add Alternate 2**):

1. Coordinate a subcontracted geophysical survey to measure shear wave velocity profiles at the site. The geophysical survey will consist of two non-invasive multi-channel analysis of surface waves (MASW) and microtremor array method (MAM) sounding pairs.
2. Determine the ASCE 7-16 site class.
3. Complete a site-specific ground motion hazard analysis (GMHA) based on the 2021 United States Geological Survey (USGS) seismic source characterization model to develop the input rock outcrop/firm-ground Maximum Credible Earthquake (MCE) response spectrum.
4. Select and modify a suite of at least seven single-component horizontal ground-motion time histories for input into the GRA.
5. Develop one-dimensional soil models based on the results of geotechnical and geophysical site investigations that are representative of the subsurface conditions at the site.
6. Complete a site-specific total stress GRA per ASCE 7-16 Section 21.1 to develop site-specific MCE_R and DE response spectra and corresponding design acceleration parameters.
7. Document the analysis procedures and results in an appendix to our geotechnical report.

Schedule, Fee, and Terms

We propose to conduct Tasks 200 through 207 on a time-and-expense basis using the terms negotiated between GeoEngineers and FORMA Construction executed November 14, 2025.

Our estimated fee for the services outlined above is summarized in the following table.

SCOPE ITEM NO.	TASK DESCRIPTION	FEE
Task 200. Geotechnical Design Investigation		
1 and 2	Field labor/coordination for site access/advance CPTs/drill boring	\$27,200
3	Laboratory Testing	\$5,000
4 through 9	Geotechnical analysis, recommendations, and prepare report	\$14,500
Task 200 Subtotal		\$46,700
Task 201. Final Design and DD/CD Design Phase Support		
1	Final deep foundation/ground improvement design and final design reporting	\$15,000
2	Attending meetings and providing consultation	\$10,000
3	Plan and specification review	\$7,500
Task 201 Subtotal		\$32,500
TOTAL (Tasks 200 and 201)		\$79,200
Add Alternate 1. Additional Borings		
Daily rate for subcontracted drilling and associated GeoEngineers field labor to complete one day of drilling (assumes same mobilization as Task 200 and assumes 6 borings to 10 feet)		\$11,400/day
Add Alternate 1 Subtotal		\$11,400/day
Add Alternate 2. Site-Specific Ground Response Analysis		
Subcontracted geophysical survey (includes GeoEngineers' coordination and support)		\$6,500
Site-specific ground response analysis, site-specific response spectra, and report appendix		\$25,000
Add Alternate 2 Subtotal		\$31,500

We will begin the **Task 200** drilling upon authorization to access the site and approval from Ecology. Our CPT and drilling contractors for the geotechnical design investigation can generally be scheduled within 4 to 5 weeks after we are given notice to proceed. For budgeting purposes, we have assumed that the fieldwork will be completed within 2 days. The geotechnical design report can be available within 4 to 6 weeks following completion of our fieldwork. **Task 201** services can begin once we issue the Task 200 report.

If additional safety requirements are required that exceed our standard health and safety protocols or requirements imposed by law, they shall be considered as additional services and an estimate of the additional time and compensation associated with implementing these additional services will be provided in advance to you.

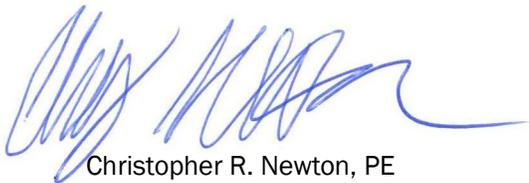
There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

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

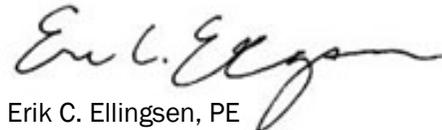
Closing

Thank you again for this opportunity. Please contact Erik C. Ellingsen at 206.239.3234 (direct) if you have questions or wish to discuss this proposal.

Sincerely,
GeoEngineers, Inc.



Christopher R. Newton, PE
Senior Geotechnical Engineer



Erik C. Ellingsen, PE
Associate Geotechnical Engineer

CRN:ECE:ijm

Attachments:
Schedule of Charges – Standard 2025

One electronic copy submitted.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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Schedule of Charges - 2025

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	152/hour
Staff 1 Engineer	\$	160/hour
Staff 2 Scientist	\$	174/hour
Staff 2 Engineer	\$	182/hour
Staff 3 Scientist	\$	198/hour
Staff 3 Engineer	\$	206/hour
Project Scientist 1	\$	229/hour
Project Engineer 1	\$	237/hour
Project Scientist 2	\$	236/hour
Project Engineer 2	\$	244/hour
Senior Engineer/Scientist 1	\$	265/hour
Senior Engineer/Scientist 2	\$	290/hour
Associate	\$	304/hour
Principal	\$	332/hour
Senior Principal	\$	354/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	105/hour
Administrator 2	\$	124/hour
Administrator 3	\$	140/hour
CAD Technician	\$	137/hour
CAD Designer	\$	160/hour
Senior CAD Designer	\$	186/hour
GIS Analyst	\$	172/hour
Senior GIS Analyst	\$	187/hour
GIS Coordinator	\$	208/hour
*Technician	\$	120/hour
*Senior Technician	\$	145/hour
*Lead Technician	\$	155/hour
Geotechnical Construction Specialist	\$	203/hour
Environmental Database Manager	\$	235/hour
Health and Safety Specialist	\$	152/hour
Health and Safety Manager	\$	208/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee allows GeoEngineers to invest in the necessary infrastructure to ensure we provide our clients with the latest technological and data security standards. The investments include maintaining and advancing technical tools and platforms across all aspects of our business, and strengthening our defenses against cyber threats to ensure data remains secure. These costs are not included in our hourly rates or direct expenses.

EQUIPMENT		
Air Quality Equipment, per Day	\$	210.00
Air Sparging Field Test, per Day	\$	110.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per Day	\$	110.00
Asbestos Sample Kit, Each	\$	30.00
Blastmate, per Day	\$	120.00
D&M Sampler, per Day	\$	150.00
DO (Dissolved Oxygen) Kit, Each	\$	25.00
Dynamic Cone Penetrometer, per Day	\$	45.00
E-Tape (Electric Tape), per Day	\$	35.00
Electric Density Gauge, per Day	\$	110.00
Electric Density Gauge, per Week	\$	430.00
Electric Density Gauge, per Month	\$	1,400.00
Environmental Exploration Equipment, per Day	\$	225.00
Field Data Acquisition Equipment (Field Tablet), per Day	\$	55.00
Field Tablet, per Week	\$	200.00
Field Tablet, per Month	\$	750.00
Field Tablet with Cellular, per Day	\$	75.00
Field Tablet with Cellular, per Week	\$	300.00
Field Tablet with Cellular, per Month	\$	1,000.00
Field Gear / Reconnaissance, per Day	\$	55.00
Gas Detection Meters, per Day	\$	105.00
Generator, per Day	\$	110.00
Groundwater Pressure Transducer w/ Datalogger, per Day	\$	55.00
Groundwater Pressure Transducer w/ Datalogger, per Week	\$	220.00
Hand Auger, per Day	\$	100.00
Inclinometer Probe, per Day, 1 Day minimum	\$	210.00
Interface Probe, per Day	\$	65.00
Iron Test Kit, Each	\$	25.00
Laser Level, per Day	\$	60.00
Low Flow Groundwater Sampling Equipment, per Day	\$	235.00
Multiparameter Water Quality Meter, per Day	\$	85.00
Nuclear Density Gage, per Hour, 1/2 Day minimum	\$	15.00
Peristaltic Pump, per Day	\$	50.00
pH Probe,/Meter per Day	\$	20.00
PID, FID or OVA, per Day	\$	130.00
Rock/Slope Fall Protection/Rigging Equipment, per Day	\$	700.00
Saximeter, per Day	\$	60.00
Scuba Diving Gear, per Day/per Diver	\$	700.00
Shallow Soil Exploration Equipment, per Day	\$	60.00
Soil Field Screening Equipment, per Day	\$	20.00
Soil Sample Kit, Each	\$	20.00
Steam Flow Meter, per Day	\$	20.00
Strain Gauge Readout Equipment, per Day	\$	50.00
Surface Water Flow Meter, per Day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per Day	\$	50.00
Turbidity Meter, per Day	\$	50.00
Vehicle usage, per Mile, or \$30/half-day, whichever is greater	\$	IRS Rate

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

December 11, 2025

FORMA Construction Company
500 Columbia Street NW, Suite 201
Olympia, Washington 98501

Attention: Heather Skeehan

Subject: Agreed Order Amendment and Regulatory Agency Coordination
Environmental Services
City of Olympia – Hands On Children’s Museum Expansion
Olympia, Washington
File No. 0415-081-00

Introduction

GeoEngineers, Inc. (GeoEngineers) has prepared Contract Amendment (CA) No. 2 to provide additional environmental services for the proposed City of Olympia - Hands On Children’s Museum (HOCM) Expansion project located at Parcels 5, 6, and 7 of the East Bay Redevelopment Site in Olympia, Washington. We are currently performing a geotechnical, environmental, and shoreline permitting support study to support the validation phase of the project. This CA has been prepared as a follow-up to the GeoEngineers memorandum dated November 24, 2025, which included the following:

- A summary of the environmental conditions at Parcels 5, 6, and 7;
- A preliminary strategy for managing the environmental conditions consistent with the Agreed Order¹ (AO) between Ecology and the Port, LOTT, and the City for the Site and the Washington State Model Toxics Control Act (MTCA) as part of the HOCM expansion project;
- A preliminary timeline of key activities and milestones to implement the preliminary strategy; and
- Preliminary rough order-of-magnitude estimated costs to implement the preliminary strategy.

As described in the memorandum, the preliminary strategy for managing the environmental conditions consistent with the AO and MTCA as part of the HOCM expansion project includes the following four key elements:

- Addressing Ecology’s administrative requirements prior to starting earth disturbing activities;

¹ Agreed Order No. DE7830. Executed September 23, 2010.

- Coordinating with the design-build team during the pre-design, permitting, and procurement;
- Performing environmental oversight during construction activities; and
- Preparing project closeout materials for submittal to Ecology.

This proposal provides the scope of services and estimated costs to address Ecology's administrative requirements prior to the start of earth disturbing activities. These administrative requirements focus on coordinating with Ecology to obtain their pre-approval for investigations that will breach the existing engineered cap at the Site and amending the AO for the Site, which must be completed prior to the start of earth disturbing activities for the HOCM expansion project.

Scope of Services

TASK 103. AGREED ORDER AMENDMENT AND REGULATORY AGENCY COORDINATION

Task 103 includes the following activities:

1. GeoEngineers will notify stakeholders that amending the AO will be required to complete the HOCM expansion project; coordinate with the design-build team to understand the potential scope of investigation and earthwork activities and foundation and utility plans for the HOCM expansion project; and review the AO and documents describing investigation and cleanup activities performed at the Site.
2. GeoEngineers will prepare a work plan describing planned investigation activities that will penetrate the existing engineered cap. It is anticipated that these investigation activities may include advancing borings to evaluate geotechnical and environmental conditions and limited potholing to determine the locations of buried utilities. A preliminary version of the draft work plan will be prepared for internal review. A draft work plan will be submitted to Ecology for review and a final version of the work plan that addresses Ecology's comments will be submitted for final approval.
3. GeoEngineers will prepare a Draft AO Amendment that follows the format and includes information required by Ecology. Based on information from Ecology, the Draft AO Amendment will include revised exhibits, including a Cleanup Action Plan (CAP) Amendment and Additional Remedial Action Schedule of Work and Deliverables. A preliminary version of the Draft AO Amendment will be prepared for internal review. The Draft AO Amendment will be submitted to Ecology for review and a Final Draft AO Amendment that addresses Ecology's comments will be submitted for final approval. Ecology has informed us that the AO Amendment addressing the HOCM expansion project likely will constitute a "substantial change" to the AO. Therefore, consistent with WAC 173-340-530(8)(b) Ecology must issue a public notice of the AO Amendment and provide an opportunity for public comment in accordance with WAC 173-340-600. Public involvement activities may include publication of a written notice, distribution to interested parties, holding a public meeting and preparation of responses to public comments. Tribal engagement may also be required under WAC 173-340-620. GeoEngineers will support the public participation process as required by Ecology and preparation of a final version of the AO Amendment.

Schedule, Fee, and Terms

We propose to conduct Task 103 on a time-and-expense basis using the terms negotiated between GeoEngineers and FORMA Construction executed November 14, 2025.

Our estimated fee for the services outlined above is summarized in the following table.

SCOPE ITEM NO.	TASK DESCRIPTION	FEE
Task 103. Agreed Order Amendment and Regulatory Agency Coordination		
1	Project Team Coordination and Document Review	\$3,000
2	Work Plan Preparation	\$8,000
3	Agreed Order Amendment	\$64,000
TOTAL		\$75,000

We will begin the **Task 103** authorization to proceed. We anticipate submittal of preliminary draft versions of the work plan and AO Amendment to FORMA within 4 weeks of authorization.

If additional safety requirements are required that exceed our standard health and safety protocols or requirements imposed by law, they shall be considered as additional services and an estimate of the additional time and compensation associated with implementing these additional services will be provided in advance to you.

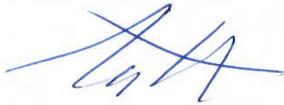
There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

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

Closing

Thank you again for this opportunity. Please contact Emark Havighorst at 503.460.7146 or Erik C. Ellingsen at 206.239.3234 if you have questions or wish to discuss this proposal.

Sincerely,
GeoEngineers, Inc.



Mark Havighorst, PE
Associate Environmental Engineer

MH:EE:djm



Erik C. Ellingsen, PE
Associate Geotechnical Engineer

One electronic copy submitted.

The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been otherwise provided in writing.

FORMA Construction Company <small>ORGANIZATION</small>	 <small>* SIGNATURE</small>
 <small>DATE</small>	 <small>TYPED OR PRINTED NAME</small> *Individual with contracting authority.

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AMENDMENT NO. 2 TO THE PROGRESSIVE DESIGN BUILD CONTRACT
BETWEEN THE CITY OF OLYMPIA AND FORMA CONSTRUCTION COMPANY FOR THE
HANDS ON CHILDRENS MUSEUM EXPANSION PROJECT**

WHEREAS, the Hands On Children’s Museum (HOCM) has identified a critical need to expand the current facility to meet the needs of the community; and

WHEREAS, the City of Olympia (City) has approved a funding strategy for the proposed HOCM expansion; and

WHEREAS, the City and HOCM have decided to use the progressive design build delivery method for project design and construction; and

WHEREAS, the City received approval from the Project Review Committee (PRC) as mandated by RCW 39.10.220 on January 23, 2025, to use RCW 39.10.220 design build delivery method for this project; and

WHEREAS, the City has selected the consulting firm FORMA Construction Company to design and build the HOCM Expansion Project through a competitive process; and

WHEREAS, the City approved a contract for the validation phase of the project on October 7, 2025; and

WHEREAS, FORMA Construction Company has completed project validation and is ready to proceed with Phase 1 design for the project; and

WHEREAS, OMC 3.16.020(B) requires the City Council to approve the Progressive Design Build Contract and authorize the signature of all documents necessary to implement the terms of the agreement; and

WHEREAS, an amendment to the Progressive Design Build Contract with FORMA Construction Company in the amount of \$2,112,500 is necessary to complete Phase 1 Design for the HOCM Expansion Project;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. Amendment No. 2 to the Progressive Design Build Contract between the City of Olympia and FORMA Construction Company for the Hands on Children’s Museum Expansion Project, as well as the terms and conditions contained therein, is hereby approved.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia Amendment No. 2 to the Progressive Design Build Contract, including all amendments and any other documents necessary to carry out the terms and conditions contained therein, and to make any minor modifications as may be required and are consistent with the intent of the Contract, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM

Mark Barber

CITY ATTORNEY