

City of Olympia

Progressive Design-Build Contract

Hands On Children's Museum Expansion Project

This **Contract** is made and entered into as of September 30, 2025, by and between the following parties, for services in connection with the Project identified below:

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

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

- 1.1 Authorization.** This Design-Build Contract (the "Contract") is authorized by and entered in accordance with the Design-Build requirements of RCW 39.10. This Contract shall be interpreted to be consistent with the requirements of those statutory provisions.
- 1.2 Duty to Cooperate.** Owner and Design-Builder always commit to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Contract.

- 1.3 Definitions.** Terms, words, and phrases used in this Contract shall have the meanings given them in this Contract and as otherwise provided in the *General Conditions of Progressive Design-Build Contract Between Owner and Design-Builder* ("General Conditions").
- 1.4 Design Services.** Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Contract. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Contract is intended to create any legal or contractual relationship between Owner and any independent design professional.

Article 2

Scope of Work

Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to complete the Work (including Validation Phase Work, Phase 1 Work, and Phase 2 Work) described in and reasonably inferable from the Contract Documents. The Design-Builder is fully responsible to design and to build the Project, as described in the Project Criteria, as may be revised in accordance with Section 2.1.2 hereof.

2.1 General Services.

2.1.1 Owner has provided Design-Builder with access to the Owner-Provided Information listed in **Exhibit A (Owner-Provided Information)**. Owner provides such documents to Design-Builder for information only, and subject to the conditions and qualifications identified in Section 3.2.1 of the General Conditions.

2.1.2 If developed, Owner's Initial Programming and Overview describing Owner's preliminary program objectives for the Project are in **Exhibit B (Owner's Initial Programming and Overview)**. If Owner's Initial Programming and Overview have not been developed prior to the execution of this Contract, Design-Builder will assist Owner in developing the final Project Program (the "Final Program") and Owner's Project Requirements ("OPRs"), which shall be added to this Contract via amendment as **Exhibit B**. The Design-Builder shall make recommendations to Owner for innovative approaches to the design and construction of the Project.

2.2 Phased Services.

2.2.1 Validation Phase Work. If requested by Owner, Design-Builder shall perform validation work (the "Validation Phase Work") as set forth in **Exhibit C (Validation Phase Work)**. Design-Builder's Compensation for Validation Phase Work is set forth in Article 7 of this Contract.

2.2.2 Phase 1 Preconstruction and Design Work. Design-Builder shall perform design, pricing, and other services for the Project (the "Phase 1 Work"). The Owner and Design Builder anticipate that the Phase 1 Work will be incorporated into this Contract through two separate amendments: Phase 1A (which the parties anticipate will include work through the agreement on the GMP Amendment at approximately 60% design); and Phase 1B (which will include the remaining design work). All Phase 1 amendments will be incorporated into this Contract as **Exhibit D (Phase 1 Work)**. Phase 1 may overlap with Phase 2. The Contract Price and GMP for Phase 2 shall be developed during Phase 1 on an open-book basis. Design-Builder's Compensation for Phase 1 Work is set forth in Article 7 of this Contract.

2.2.3 Phase 2 Work. Design-Builder's Phase 2 Work, which shall be identified and described in the agreed-upon Phase 2 Proposal and GMP Amendment, shall consist of, but not be limited to, ensuring continuous operations of Owner or other Services at the site, the procurement of all materials and equipment for the Project, the performance of construction work for the Project,

development of various documents associated with Phase 2, training of Owner's operations staff, Project closeout, and the provision of warranty services.

2.2.4 Early Works Packages. Owner and the Design Builder may agree to early work packages prior to the GMP Amendment. Scope of work, bonding (consistent with the requirements of Article 11), insurance (consistent with the requirements of Article 11), pricing, and other terms for any Early Work Packages shall be negotiated and memorialized in a written executed Amendment prior to issuance of a notice to proceed. Pricing shall be substantially similar to the pricing structure for Phase 2 set forth in Article 7 of this Contract and any General Conditions and pro-rated to the scope of General Conditions Work included in the early works package.

2.3 Phase 2 Proposal. Design-Builder may develop a Phase 2 Proposal at approximately 60% design upon which the parties may agree. Design-Builder shall submit a proposal to Owner (the "Phase 2 Proposal") for construction for the Project for the Contract Price. The Contract Price in the Phase 2 Proposal shall be based on the Construction General Conditions Price (Section 7.4), the Design-Build Fee (Section 7.5), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof, presented on an open-book basis, all subject to a Guaranteed Maximum Price (GMP).

2.3.1 The Phase 2 Proposal shall include the following unless the parties mutually agree otherwise:

2.3.1.1 The Contract Price, subject to a GMP, shall be the sum of:

- i. Construction General Conditions Price;
- ii. Design-Builder's Fee as defined in Section 7.5;
- iii. The Cost of the Phase 2 Work as defined in Section 7.6 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.7.2; and
- iv. Pass Through Costs as defined in Section 7.6.3.

2.3.1.2 The Basis of Design Documents in a form and state as agreed to by Owner;

2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications;

2.3.1.4 The Scheduled Substantial Completion Date upon which the Phase 2 Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

2.3.1.6 If applicable, a schedule of alternate prices;

2.3.1.7 If applicable, a schedule of unit prices;

2.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 2 Proposal, and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s);

2.3.1.9 An expiration date for the Phase 2 Proposal provided that Design-Builder shall not make the Phase 2 Proposal subject to expiration or withdrawal for at least ninety (90) days after submission and Owner shall provide its initial review and comment on the Phase 2 Proposal within thirty (30) days of submission;

2.3.1.10 A Permits and Approvals list detailing the permits and governmental approvals not otherwise addressed in the Contract Documents that Owner and Design-Builder will need and assigning responsibility for each;

2.3.1.11 A preliminary training plan;

2.3.1.12 A Project Specific Safety Plan;

2.3.1.13 A construction quality plan;

2.3.1.14 A plan for inclusion of underutilized firms as subcontractors and suppliers in accordance with the provisions of Chapter 39.10 RCW and the requirements of the Office of Minority and Women's Business Enterprises ("OMWBE"); and

2.3.1.15 Design-Builder's Owned Equipment Rate Schedule, which shall be incorporated herein as **Exhibit F** and shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Contractor's owned equipment rental log. **Exhibit F** shall include replacement values and approved rates for each item.

2.3.2 Review and Adjustment to Phase 2 Proposal.

2.3.2.1 After submission of the Phase 2 Proposal, Design-Builder will discuss and review it with Owner. Owner may require modifications to the Phase 2 Proposal that Design-Builder shall in good faith attempt to accommodate. Owner must approve the Phase 2 Proposal, as originally submitted or as modified, and enter into a GMP Amendment incorporating the agreed Phase 2 Proposal in order for the Design-Builder to proceed to Phase 2.

2.3.2.2 Acceptance of Phase 2 Proposal. If Owner accepts the Phase 2 Proposal, as may be modified, the Contract Price and its basis shall be set forth in an amendment to this Contract (the "GMP Amendment"). Once the parties have agreed upon the GMP Amendment and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Work, all as described in the GMP Amendment. Design-Builder acknowledges and agrees that Owner's acceptance and execution of the GMP Amendment is subject to approval by the City of Olympia City Council. Design-Builder further acknowledges and agrees that its execution of the GMP Amendment constitutes certification that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Phase 1 Work through the date of the GMP Amendment that will in any way affect Owner's interests.

2.3.2.3 Failure to Accept Phase 2 Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or within ninety (90) day after submission that it accepts the Phase 2 Proposal, the Phase 2 Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- i. Terminate this Contract and pay Design-Builder for all Work performed through the date of termination;

- ii. Terminate this Contract, pay Design-Builder for all Work performed through the date of termination and contract directly with the Design Consultant and Design Sub-Consultants, if any, for completion of the Phase 1 Scope of Services for the agreed upon price for Phase 1 Work set forth at Section 7.1 minus payments for all Work performed through the date of termination;
- iii. Require Design-Builder to proceed with remaining Phase 1 Work for the agreed upon price for Phase 1 Work set forth at Section 7.1 minus payments for all Work performed through the date of termination;
- iv. Require Design-Builder to perform any specific portion of the Work under this Contract based on the Design-Build Fee (Section 7.5), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable; or
- v. Require Design-Builder to continue to proceed with the Work, until further notice (reserving the right to terminate this Contract pursuant to Section 2.3.2.3.i.) on the basis of the Design-Build Fee (Section 7.5), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable.

2.3.2.4 If Owner fails to exercise any of the options set forth in Section 2.3.2.3, Design-Builder shall continue the Work as if Owner had elected to proceed in accordance with Item 2.3.2.3.v above, and be paid by Owner accordingly, unless and until Owner notifies Design-Builder in writing to stop the Work.

Article 3

Contract Documents

The Contract Documents are comprised of the following, which are incorporated herein by this reference. In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority:

- 3.1** All written and fully executed modifications, amendments (including the GMP Amendment), and Change Orders to this Contract issued in accordance with the General Conditions, with more recent documents taking preference;
- 3.2** This Contract, including all exhibits and attachments but excluding (to the extent either is provided) the Owner Initial Programming and Overview and Owner Provided Information to this Contract. The Owner Initial Programming and Overview and Owner Provided Information are not Contract Documents, and are provided for information only;
- 3.3** The General Conditions;
- 3.4** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions;
- 3.5** Owner's Request for Qualifications, its Request for Proposals, and Addenda thereto, if any; and
- 3.6** Design-Builder's Statement of Qualifications, Proposal, and Attachments accepted by Owner.

Article 4

Interpretation and Intent

4.1 Design-Builder and Owner, at the time of acceptance of the Phase 2 Proposal by Owner, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the GMP Amendment.

4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Article 3.

4.3 Terms, words, and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in the General Conditions.

4.4 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

4.5 In the event of an ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them, and as such, nothing shall be construed against or in favor of one party based on its being deemed the sole author.

4.6 Changes in the Legal Requirements. The Owner and Design-Builder acknowledge that numerous aspects of the Project are governed by federal, state, and local laws, rules, and regulations and that the intent is to complete all Work in compliance with the Legal Requirements. Design-Builder is required to account for applicable changes in the Legal Requirements that occur during Phase 1 in its Phase 2 Proposal, the GMP Amendment, and the Phase 2 schedule. Changes in the Legal Requirements that become effective prior to execution of the GMP Amendment shall in no event form the basis for an adjustment of the GMP and/or Contract Time for Phase 2 Work. Changes in the Legal Requirements that become effective after execution of the GMP Amendment may form the basis for an adjustment to the GMP and/or Contract Time for Phase 2 Work, in accordance with the requirements and conditions of Section 8.2 of the General Conditions.

Article 5

Ownership of Work Product

5.1 Work Product. All drawings, specifications, materials, models, renderings, calculations and other documents and electronic data, including such documents identified in the General Conditions, furnished or prepared by Design-Builder, Design Builder's Design Consultant or Design-Builder's Engineer to Owner under this Contract ("Work Product") are deemed to be instruments of service and Design-Builder, Design Builder's Design Consultant or Design-Builder's Engineer shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below.

5.2 Owner's License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a perpetual license to use the Work Product in connection with Owner's occupancy and maintenance

of the Project. Owner shall hold Design-Builder and anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties") harmless for any material alteration of the Work Product without the involvement of Design-Builder.

5.3 Owner's License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Contract for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Contract in accordance with Section 11.4 of the General Conditions, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above. Owner shall hold the Indemnified Parties harmless for any material alteration of the Work Product undertaken by Owner after the effective date of the termination.

5.4 Owner's License upon Design-Builder's Default. If this Contract is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions, then Design-Builder grants Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Contract for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract ("Work Product").

Article 6

Contract Time

6.1 Date of Commencement. The Validation Services or Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Work ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Contract unless the parties mutually agree otherwise in writing.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the entire Work or identified portions of the Work shall be established in the GMP Amendment.

6.2.2 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.27 of the General Conditions.

6.2.3 All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions.

6.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

6.4 Liquidated Damages. Liquidated damages, if any, shall be established in the GMP Amendment.

Article 7

Price

7.1 Validation Phase Price. If utilized on this Project, and for the completion of Validation Phase Work (**Exhibit C**), Owner shall pay the Design-Builder in accordance with Article 8 of this Contract for a sum not to exceed **\$555,590** (the "Validation Phase Price"). Validation Phase Work shall be billed on an Open Book basis at the agreed-upon all-inclusive billing rates and labor categories.

7.2 Phase 1 Price. For completion of the Phase 1 Work (**Exhibit D**), Owner shall pay Design-Builder in accordance with Article 8 of this Contract and as established in the Phase 1 Amendment. Phase 1 Work shall be billed at the all-inclusive billing rates and labor categories agreed to in the Phase 1 Amendment, and an agreed-upon not to exceed price. Any rates established shall not be subject to increase for any Phase 1 Work.

7.3 Phase 2 Price. For Phase 2 Work, Owner shall pay Design-Builder in accordance with Article 8 of this Contract and Article 6 of the General Conditions a contract price ("Contract Price") set forth in the GMP Amendment which shall be equal to the Pass-Through Costs (as defined in Section 7.6.3 hereof), plus Design-Build Fee percentage (as defined in Section 7.5 hereof) applied to the Cost of the Phase 2 Work, plus the Construction General Conditions Price (as defined in Section 7.4 hereof), plus the Cost of the Phase 2 Work (as defined in Section 7.6.1 hereof), subject to the GMP established in the GMP Amendment and governed by Section 7.7 hereof, and any adjustments made in accordance with the General Conditions.

7.4 Construction General Conditions Price. Owner shall pay the Construction General Conditions Price for all Construction General Conditions Work as identified and defined in **Exhibit E (Construction General Conditions Work)**. The Construction General Conditions Price shall be established by amendment to this Contract and shall be paid monthly based on the percent of Cost of Work completed in the month covered by Design-Builder's pay application during Phase 2. The Construction General Conditions Price shall cover all construction general conditions work, regardless of whether the work is completed by the Design-Builder, a Key Firm, or Subcontractor.

7.5 Design-Build Fee.

7.5.1 Design-Build Fee shall be **4.501%** multiplied by the Cost of the Phase 2 Work, consisting of the following elements as identified in Section 1 of the Price Factor Proposal Form:

7.5.1.1 Design-Builder's base design-build fee of **3.571%**.

7.5.1.2 Design-Builder's aggregate insurance premium (not inclusive of builders' risk premium) of **0.25%**.

7.5.1.3 Design-Builder's aggregate payment and performance bond premium of **0.68%**.

7.5.2 The Design-Build Fee is intended to compensate Design-Builder for **all** costs and expenses not specifically included as a Cost of the Phase 2 Work, the Construction General Conditions Work, or the Pass-Through Costs, including but not limited to the following:

7.5.2.1 Profit on all work including self-performed work.

7.5.2.2 Profit Margins or similar mark-ups on cost for work performed by related parties or entities of the Design Builder.

7.5.2.3 General administration costs associated with Design-Builder's home office operations, support staff, such as executives, HR, accounting, IT, etc. unless specifically approved in advance by Owner.

7.5.2.4 Cost of centralized and generally shared information technology, equipment, enterprise software and data processing.

7.5.2.5 Cost associated with bonuses or profit sharing.

7.5.2.6 Discretionary costs, such as clothing, awards or similar expenses.

7.5.2.7 Business and Occupancy (B&O) Taxes.

7.5.2.8 Premiums for insurance and bonds required by this Contract for the performance of the Work.

7.6 Cost of the Phase 2 Work.

7.6.1 Cost of the Phase 2 Work includes only those items expressly defined in this Section 7.6.1 that are reasonably incurred by Design-Builder in the proper performance of the Phase 2 Work. The Cost of the Phase 2 Work shall not include any Pass-Through Costs (as defined in Section 7.6.3), Construction General Conditions Work (as defined in Section 7.4 and Exhibit E), or costs intended to be covered by the Design-Build Fee (as defined in Section 7.5). For the avoidance of doubt, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Pass-Through Costs shall be resolved in favor of Pass-Through-Costs. Further, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Construction General Conditions Fee or Design-Build Fee shall be resolved in favor of Construction General Conditions Fee and Design-Build Fee, respectively.

The Cost of the Phase 2 Work shall include only the following:

7.6.1.1 Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit E**), wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site.

7.6.1.2 Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit E**), wages or salaries of Design-Builder's personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

7.6.1.3 Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit E**), wages or salaries of Design-Builder's personnel stationed at Design-Builder's Project Office, but only to the extent such personnel perform tasks directly associated with the Project.

7.6.1.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 7.6.1.1 through 7.6.1.3 hereof.

7.6.1.5 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work.

7.6.1.6 Costs, including acquisition, transportation, inspection, testing, storage, and handling of materials, furnishings, equipment, and supplies incorporated or reasonably used in completing the Work. Unused excess materials or supplies and any furnishings or equipment purchased with Project funds and invoiced in full as a Cost of the Work, if any,

shall become Owner's property at the completion of the Work or, at Owner's option, be disposed of, sold at fair market value or returned to the supplier by the Design-Builder. Any amounts realized from such sales or returns shall be credited to the Project costs as a deduction from the Cost of the Work.

7.6.1.7 Costs of street cleaning, if any, and removal of debris and waste from the Site(s).

7.6.1.8 All fuel and utility costs incurred in the performance of the Work.

7.6.1.9 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

7.6.1.10 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

7.6.1.11 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property except to the extent caused by Design-Builder's negligence.

7.6.1.12 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

7.6.1.13 Site security, temporary fencing, signage and similar security and safety measures for active construction areas.

7.6.1.14 Costs for agreed-upon Allowance Items as described and defined in Section 7.8 herein.

7.6.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Phase 2 Work:

7.6.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in connection with Sections 7.6.1.1, 7.6.1.2, and 7.6.1.3, costs associated with Construction General Conditions Work, items intended to be covered by the Design-Build Fee, and Pass-Through Costs.

7.6.2.2 General expenses not specifically provided for herein.

7.6.2.3 The cost of Design-Builder's capital used in the performance of the Work.

7.6.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded, unless Owner has approved an Adjustment or Change Order.

7.6.2.5 Any bonuses, stock options, employee profit sharing, or incentive pay that is the obligation of Design-Builder to pay.

7.6.3 Pass-Through Costs. The following costs shall be "passed through" and paid without mark-up or any added Design-Build Fee:

7.6.3.1 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

7.6.3.2 Costs for permits, royalties, licenses, tests, and inspections.

7.7 The Guaranteed Maximum Price.

7.7.1 GMP. Design-Builder guarantees that the Contract Price shall not exceed the Guaranteed Maximum Price ("GMP") established in the GMP Amendment. Documents used as basis for the GMP shall be identified in the GMP Amendment. Design-Builder agrees that it will be responsible for all costs of completing the Work which exceed the GMP, as it may be adjusted in accordance with the Contract Documents.

7.7.2 Contingency. The GMP shall include a Design-Builder's contingency, in an amount that is no less than two-point five percent (2.5%) and no more than five percent (5%) of the estimated Cost of the Work, which will be negotiated between the Design-Builder and Owner as a part of the Phase 2 Proposal. The percentage shall depend upon the level of completion of the Design-Build Documents and certainty of subcontractor pricing at that time and depending upon any other risk factors agreed upon between the Design Builder and Owner.

The final amount of the contingency shall be stated in the GMP Amendment and included in the GMP amount. **The contingency is a sum established for the Design-Builder's sole use to cover the Design-Builder's costs that are properly reimbursable as a Cost of the Work but not the basis for a Change Order**, such as, for example, design errors and omissions, buy-out or estimating error, post-GMP unanticipated market conditions, scope gaps, coordination between trades, overtime, acceleration, failure of a Subcontractor of any tier, pandemic or epidemic, or expediting costs for critical materials.

The Design-Builder shall use the contingency only with Owner's prior written consent, which shall not be unreasonably withheld or delayed. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.

Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

7.7.3 Savings. If the sum of the actual Design-Build Fee (as defined in 7.5 hereof), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall accrue one hundred percent (100%) to Owner. The Owner may opt, at their sole discretion and direction, to utilize Savings for betterments, upgrades and any additional Work. The Design Builder will keep Owner informed of the status of all costs and opportunities to increase the outcomes of the project.

7.8 Allowance Items and Allowance Values.

7.8.1 Any and all Allowance Items, as well as their corresponding Allowance Values, shall be set forth in the GMP Amendment. Allowances are included in the GMP due to uncertainty in scope, price and/or quantity at the time the GMP Amendment is executed.

7.8.2 Design-Builder and Owner will work together to review the Allowance Items and Allowance Values based on design information then-available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a

guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

7.8.3 No Work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Design-Builder shall keep Owner informed of the date that Owner must authorize use of the allowance to avoid schedule or cost impacts. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project Schedule approved with the GMP Amendment, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

7.8.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. The Design-Builder shall provide the Owner with documentation of the actual costs of allowance items in conformance with Section 9.4 of the General Conditions.

7.8.5 Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Design-Builder shall report such difference to Owner so that Owner can maintain a running tally of Allowance Item costs against Allowance Values. Prior to final payment, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.8.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for all Allowance Items and the total Allowance Value.

Article 8

Procedure for Payment

8.1 Validation and Phase 1 Payments. Validation Work and Phase 1 Work shall be paid by Owner on an Open Book basis and based on the not-to-exceed **Validation Phase Price** and **Phase 1 Price** at the all-inclusive billing rates and labor categories set forth in the **Validation Phase Exhibit** and **Phase 1 Amendment**, respectively. All-inclusive billing rates and labor categories shall not be subject to any overtime pay obligations incurred by Design-Builder nor any rate increases during the Validation Phase or Phase 1.

8.1.1 Validation Work and Phase 1 Work may be invoiced to Owner on a monthly basis on the day agreed to during Partnering activities. Application for payment will be based on actual cost incurred during the previous billing cycle, and shall be provided in sufficient detail so as to satisfy Owner's standard audit requirements. Draft applications for payment will be reviewed and agreed during weekly project meetings to ensure that costs and expenses are paid as incurred and not held until a later billing period.

8.2 Phase 2 Payments.

8.2.1 Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the Application in accordance with the following procedure:

8.2.1.1 Draft Application. Design-Builder shall submit to Owner an accounting of the current progress of the Work as compared to Design-Builder's Master Project Schedule, and a draft, itemized application for payment for work performed during the current payment period on a form supplied or approved by Owner. This shall not constitute a payment request. Design-Builder and Owner shall discuss the current progress of the Work and the amount of payment to which Design-Builder is entitled. Owner may on occasion request Design-Builder to provide data substantiating Design-Builder's right to payment, such as, but not limited to copies of invoices from Subcontractors of any tier, and reflecting retainage as provided elsewhere in the Contract Documents.

8.2.1.2 Payment Request. After Design-Builder and Owner have met and agreed regarding the updated draft application, and Design-Builder has furnished all progress information required and all data requested by Owner under 8.2.1.1 above, Design-Builder shall submit Design-Builder's Application for Payment for Work completed during the previous month in accordance with Article 6 of the General Conditions on a form supplied or approved by Owner. Among other things, the Application shall attest those prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with Owner and that all payments due Subcontractors of any tier from Owner's payment the prior month have been made.

8.2.1.3 Disputed Amounts. If Design-Builder believes it is entitled to payment for Work performed during the prior billing cycle in addition to the agreed-upon amount, Design-Builder may, submit to Owner along with the approved payment request a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, Design-Builder and all Subcontractors shall file with Owner certified copies of all payroll records relating to the additional amount due. Disputed Amounts are due ten (10) working days following the prior approved Payment Application.

8.2.1.4 Validity of Payment Requests. A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

8.2.2 Owner shall make payment within 30 days after Owner's receipt of each properly submitted and accurate Application for Payment, but in each case less the total of payments previously made, less retainage, and less amounts properly withheld under Section 6.3 of the General Conditions.

8.3 Retainage on Phase 2 Progress Payments.

8.3.1 Pursuant to Chapter RCW 60.28, Owner will retain five percent of each approved Application for Payment to be retained as a trust fund for the protection and payment of the claims of any person arising under the contract and the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due from Design-Builder. The moneys reserved may, at the option of Design-Builder, be retained in accordance with the provisions of Chapter 60.28 RCW.

8.3.2 If the Design-Builder elects to submit a retainage bond on behalf of itself or one or more of its Subcontractors in accordance with Chapter 60.28 RCW, each such bond must be issued on a form acceptable to Owner by a surety licensed to do business in the state where the Work is located with an A.M. Best rating of A-/IX or better on behalf of Design-Builder or A-/V on behalf of a Subcontractor. Design-Builder is responsible for submitting retainage bond(s) that meet these requirements to Owner on behalf of itself and/or any Subcontractor. Owner will not accept retainage bonds submitted directly to it by a Subcontractor.

8.3.3 Sixty (60) days after Final Acceptance of the entire Work, Owner shall release to Design-Builder all retained amounts in accordance with chapter RCW 39.12 and chapter RCW 60.28, provided that Design-Builder has submitted: (1) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from Design-Builder and from each Subcontractor of any tier certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by Design-Builder or Subcontractor of any tier, (2) pursuant to RCW 60.28.021, certificates from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries. If there are either unpaid taxes or unsatisfied claims of lien against the retained percentage, disbursement of retainage funds will be made in accordance with state law.

8.4 Payment to Subcontractors. Design-Builder shall ensure payment to any Subcontractor (or Sub-Subcontractor), at any tier every thirty (30) days for any Work satisfactorily completed and not disputed, regardless of being paid by Owner. The Design-Builder and Owner jointly commit to reviewing and agreeing eligible costs, back up and completed work as they become due and available for review.

8.5 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within 30 days after Owner's receipt of the Final Application for Payment, provided that (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions and (b) Owner shall have the right to withhold all amounts to which Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions.

8.6 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payments, shall bear interest as specified by RCW 39.76.

8.7 Record Keeping and Finance Controls. Design-Builder acknowledges that this Contract is to be administered on an *Open-Book* arrangement relative to the Cost of the Work. The Design-Builder and each Subcontractor of any tier working on a cost-reimbursable basis or which submits a claim shall maintain books, ledgers, records, documents, estimates, correspondence, logs, schedules, bids and/or proposals, emails, and other tangible and electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("Records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and with all costs, charges and other amounts of whatever nature.

The Design-Builder and each Subcontractor shall preserve such Records during the course of the Work and for a period of six (6) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven (7) days of Owner's request, the Design-Builder or a Subcontractor of any tier, as applicable, shall make available at its office during normal business hours all requested Records for inspection, audit and reproduction (including electronic reproduction) by Owner or its representatives; failure to fully comply with this requirement shall constitute a waiver of all claims related to the failure to comply and a material breach of contract.

Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Contract are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Contract, but the composition of such multiplier or markup is not subject to audit.

Article 9

Termination for Convenience

9.1 In addition to Owner's other termination rights in the General Conditions to Contract, Owner may terminate the Contract for convenience. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any portion of this Contract. In such event, Owner shall (subject to the limitation set forth in Section 8.3 above) pay Design-Builder for that portion of the Contract Price that corresponds to the percentage of completion of Work in accordance with the Contract Documents, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages whatsoever (including without limitation fee or profit on terminated Work).

9.2 The total sum to be paid to Design-Builder under this Article 9 shall not exceed the Contract Price as reduced by the amount of payments otherwise made, the price of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to Design-Builder shall exclude the fair value of property not under Owner's control which is destroyed, lost, stolen or damaged to become undeliverable to Owner.

9.3 Any claim, request for equitable adjustment or other demand for extra compensation or time extension by Design-Builder arising from or related to acts, events, occurrences, or omissions prior to the effective date of the convenience termination shall continue to be subject to and resolved in accordance

with the rules (contractual or legal, express or implied) in effect prior to the termination. The convenience termination will not convert this Contract into a cost reimbursement contract.

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions to the extent permitted by the Legal Requirements:

Jim Rioux, PMP
Project Manager| Public Works Engineering
City of Olympia
Mobile: 360.507.6566
e-mail: jrioux@ci.olympia.wa.us

10.1.2 Owner designates the individual listed below as its Owner's Project Manager, which individual has the authority and responsibility set forth in Section 3.3 of the General Conditions to the extent permitted by the Legal Requirements:

Heather Hocklander
Senior Project Manager
Parametrix
Mobile: 253-312-7131
e-mail: hhocklander@parametrix.com

10.2 Design-Builder's Representatives.

10.2.1 Design-Builder designates Brian Rich as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions.

10.2.2 Design-Builder designates Heather Skeeahan (Validation Phase and Phase 1) and Kacey Crow (Phase 2) as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions.

10.2.3 Neither the Owner's nor the Design-Builder's Designated Representatives shall be changed without ten (10) days' written notice being given to the other party.

10.3 Key Personnel. Design-Builder has been selected for this Project based on not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key personnel it intends to employ to perform the Work. Design-Builder agrees to provide all professional personnel necessary, at adequate staffing levels, to perform the required services under this Contract, including the key personnel identified below:

Position Title	Name of Individual
Design-Build Project Executive	Brian Rich
Design-Build Preconstruction Manager	Heather Skeeahan

Diversity, Equity, Inclusion Manager	Marissa Woodard-Nave
Senior Cost Estimator	Joel Brown
Construction Project Manager	Kacey Crow
Construction Superintendent	Brian Shaffer
Construction Sr PE/QA/QC Manager	Brianna Davies
Construction Project Engineer	Aaron Pullen
BIM Manager	Jessie Robertson

These key personnel, all of whom were named in Design-Builder's proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be assigned to the Project. Except in the event of the death of the employee or their termination of employment with Design-Builder, these key personnel shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Owner in its sole discretion.

In the event Design-Builder proposes to substitute any of the key personnel due to death or employment termination, the individual(s) proposed must demonstrate the qualifications indicated in the Request for Proposals for their respective role(s), and experience as required to successfully perform such duties. Owner shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the Project. Design-Builder will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by Owner and Design-Builder, Owner considers such removal necessary and in the best interest of the Project, and Owner so notifies Design-Builder in writing and allows a reasonable period for the transition to different personnel.

10.4 Key Firms. Design-Builder has been selected for this Project on the basis of not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key firms it intends to engage to perform the Work. Design-Builder agrees to engage such firms to perform the required services under this Contract, including the key firms identified below:

Firm	Role	Individual
Mithun	Architecture/Design	Craig Curtis, PIC/Design Lead Crystal Loya, Project Manager Dustann Jones, Project Architect
Mithun	Landscape Architect	Christian Runge, Lead LA
FRAME	User Experience/Program Expert	Alissa Rupp

These key firms, all of whom were named in Design-Builder proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be engaged on the Project. These key firms shall be engaged for the complete scope identified in the Design-Builder's proposal. In the event Design-Builder proposes to substitute any of the key firms, Design-Builder shall demonstrate that the replacement firm possesses sufficient qualifications to perform the Work in question. Owner shall have the sole right to determine whether key firm proposed as substitutes is qualified to work on the Project.

Article 11

Bonds and Insurance

11.1 Design-Builder's Insurance

Unless a longer period of coverage is specified elsewhere in this Contract, prior to commencing Work, Design-Builder shall obtain at its sole expense and keep in force the following insurance coverages for a period of 365 days from Substantial Completion of all Work with insurance companies approved by the State Insurance Commissioner pursuant to Title 48 RCW.

All policies will name the Owner, The Hands On Children's Museum, and the officers, officials, board members, employees, and agents of each as additional insureds, except for the Design-Builder's Professional Liability policy and workers' compensation. The insurance provided must be with an insurance company with a rating of A: VIII or higher in the A.M. Best's Key Rating Guide or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII., which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). Owner reserves the right to approve the security of the insurance provided, the company, terms and coverage, the certificates of insurance, and endorsements and reserves the right to obtain complete copies of all policies from Design-Builder upon request.

11.1.1 Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Owner shall be provided 45 days written notice of cancellation. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect Design-Builder. Neither Owner's specification nor approval of the insurance in this Contract, nor of its amount, nor providing coverage in these stated minimum limits shall be construed to relieve Design-Builder from liability more than such limits. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. Design-Builder may, at its expense, purchase larger coverage amounts.

The cost of any claim payments falling within the deductible shall be the sole responsibility of Design-Builder. Design-Builder's insurance shall be primary and non-contributory as respects the Owner, and any self-insurance or any other insurance maintained by Owner shall be excess and not contributing insurance with the Design-Builder's insurance. The Design-Builder's insurance coverage shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability. Design-Builder shall submit, upon execution of this Contract, Certificates of Insurance and additional insured endorsements acceptable to Owner as evidence of all insurance required herein:

11.1.1.1 Commercial General Liability Insurance. A policy of Commercial General Liability Insurance on an industry standard insurance occurrence form: (CG 00 01) or equivalent, with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate, including all coverage known as:

Per Project Aggregate endorsement (CG2503)

Premises/Operations Liability

Products/Completed Operations—for a period of six years following Substantial Completion

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap or Employers Contingent Liability

The CGL insurance shall not exclude XCU or subsidence perils

11.1.1.2 Employers Liability:

(1) \$1,000,000 Each Accident

- (2) \$1,000,000 Disease - Policy Limit
- (3) \$1,000,000 Disease - Each Employee

11.1.1.3 Excess or Umbrella Liability. \$10 million per occurrence and aggregate in excess of the primary CGL during construction and with Products/Completed Operations coverage for a period of six (6) years following Substantial Completion.

11.1.1.4 Automobile. Commercial Automobile Liability with a combined single limit of not less than \$5,000,000 for each accident and including coverage for transportation of pollutants. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

11.1.1.5 Contractors Pollution Liability. A policy providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Design-Builder's work or operations for others; from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos. Such Pollution Liability policy shall provide at least \$2,000,000 per occurrence coverage for Bodily Injury and Property Damage. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

11.1.1.6 Design-Builder's Professional Liability.

(1) The Design-Builder's Design Consultant and Engineer will maintain for at least six (6) years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than \$5,000,000 per claim and annual aggregate (deductible of up to \$150,000 permitted). Such insurance shall be purchased from a company or companies reasonably acceptable to Owner.

(2) The Design Sub-Consultants, and any other Subcontractor (including subcontractors of any tier) performing design services will maintain for at least six (6) years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than \$2,000,000 per claim and annual aggregate (deductible of up to \$150,000 permitted). Such insurance shall be purchased from a company or companies reasonably acceptable to Owner.

(3) All parties required to procure and maintain insurance under this Section 11.1.1.6 (the "Insured Parties") shall promptly notify Owner of any material changes to, interruption of, or termination of this insurance, and will immediately procure replacement coverage. The Insured Parties either maintain active policy coverage, or an extended reporting period, providing coverage for claims first made and reported to the insurance company within six (6) years of Substantial Completion or termination of the Work under this Contract, whichever occurs first. Owner may modify these insurance requirements for certain entities, on a case-by-case basis, by providing written agreement of such modifications.

(4) If this policy is issued on a claims-made basis:

- a) The retroactive date must be shared and this date must be before the execution date of the contract or the beginning of contract work.

- b) Insurance must be maintained and evidence of insurance must be provided for at least six (6) years after completion of contract work.
- c) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of six (6) years after completion of contract work.
- d) A copy of the claims reporting requirements must be submitted to the Entity for review.

11.1.1.7 Worker's Compensation. Worker's Compensation coverage, as required by RCW Title 51. If Design-Builder is qualified as a self-insurer in accordance with RCW 51.14, Design-Builder shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured and setting forth the limits of any policy of excess insurance covering its employees.

11.1.1.8 Builder's Risk. Prior to the start of any construction work the Design-Builder shall procure and maintain during the life of the Contract, or until the date that final Substantial Completion is achieved, whichever is longer, "All Risk" Builders Risk Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft, and if applicable, off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake and flood and include Owner-furnished equipment in a value to be agreed upon by the Owner and Design-Builder. The policy shall include coverage for cost of making good for faulty workmanship and defective design (Leg 3 endorsement), and be endorsed to cover the interests, as they may appear, of Owner, Design-Builder, Subcontractor, and Subcontractors of all tiers with Owner and Subcontractors listed as a Named Insured. In the event of a loss to any or all the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by Owner, the Design-Builder shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Design-Builder or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

11.1.2 Self-Insurance. At its sole option and in its sole discretion, Owner may accept Design-Builder's self-insurance for liability coverage in lieu of insurance from a commercial insurer. Design-Builder must provide a letter from its Corporate Risk Manager or appropriate Finance Officer representing and warranting the following minimum information: whether the self-insurance program is actuarially funded; the fund limits; any excess declaration pages to meet the contract requirements; a description of how Design-Builder would protect and defend Owner as an Additional Insured in their Self-Insured layer; and claims-handling directions in the event of a claim. Any amounts due to, sought by, or paid to third party claimants shall be the sole responsibility of Design-Builder, irrespective of whether such amount falls wholly within the level or amount of Design-Builder's self-insured retention.

11.1.3 Waiver of Subrogation. Design-Builder and Owner waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent of proceeds paid by the Builder's Risk insurance or other property insurance obtained pursuant to the Contract Documents. The policies shall provide such waivers by endorsement or otherwise.

11.1.4 Design-Build Exclusions. Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in this Contract. Design-Builder's liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project. Any professional liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages

because of the design-build nature of the Project.

11.1.6 Subcontractors (at any tier). Design-Builder shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Design-Builder-provided insurance as set forth herein. Design-Builder shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. Design-Builder shall also cause each Subcontractor to include the Owner, The Hands On Children's Museum, and the officers, officials, board members, employees, and agents of each as additional insureds under each Subcontractor's Commercial General Liability and Commercial Automobile Liability policies.

11.2 Performance and Payment Bond. Design-Builder shall secure from a surety company acceptable to Owner, admitted and licensed in the State of Washington, and shall pay for performance and payment bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the GMP plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." The bond shall be on a form provided by Owner. The bond must be executed by a duly licensed surety company that is listed in the latest Circular 570 of the United States Treasury Department as being acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. Said bonds shall meet all requirements of RCW 39.08 and shall also be issued by a surety with an A.M. Best rating of A/IX or better. All reinsurers that may be called upon to support or share in a surety's obligations specified in connection with the performance and payment bond obligations required of the Contractor by the Contract Documents must also have an A.M. Best rating of A/VIII or better. The scope of the bond or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of Design-Builder to Owner as set forth herein. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The bond shall cover all Change Orders without further consent from the surety.

Within ten (10) days of the execution of the Agreement, the Design-Builder shall (1) submit a letter from its surety specifying the percentage to be paid by the Design-Builder for increases in the GMP, and (2) deliver the originals of the bonds to the Owner. THE DESIGN-BUILDER SHALL NOT PROCEED WITH THE WORK UNTIL SUCH SURETY BONDS ARE RECEIVED. The Design-Builder shall provide new bonds, or riders to the existing bonds, covering the full amount of the GMP plus sales tax upon execution of the GMP Amendment. The Design-Builder shall be responsible for any delay in the Contract Time because of failure to submit acceptable bonds.

Article 12

Other Provisions

12.1 Contract Exhibits. The Exhibits to this Contract, incorporated herein by reference, are as follows:

Exhibit A Owner Provided Information

Exhibit B Owner's Initial Project Program and Overview (if used)

Exhibit C Validation Phase Work

Exhibit D Phase 1 Work (to be incorporated via Contract amendment)

Exhibit E Construction General Conditions Work (to be incorporated via Contract amendment)

Exhibit F Equipment Rate Schedule (to be incorporated via Contract amendment)

12.2 CPARB Reporting. Design-Builder shall provide Owner and, if requested, the Capital Projects Advisory Review Board ("CPARB") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10 RCW and the requirements of CPARB.

12.3 Subcontractor Reporting. Design-Builder shall submit plans for subcontracting, apprentices, and inclusion of underutilized firms as subcontractors and suppliers as requested by Owner. Design-Builder shall track and provide Owner and the Office of Minority and Women's Business Enterprises ("OMWBE") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10, 39.12, or similar RCW and as requested by OMWBE.

12.4 Apprenticeship.

12.4.1 Pursuant to RCW 39.04.320, the Contractor shall achieve any apprentice participation specified in the Contract Documents or as otherwise required by law. The Contractor shall not be required to exceed the apprenticeship utilization requirements as established herein.

12.4.2 Apprentice hours shall be performed by participants in training programs approved by the Washington State Apprenticeship Council.

12.4.3 "Labor hours" for purposes of this Section 12.4 means the total hours of workers receiving an hourly wage who are directly employed on the Project site of the public works project. "Labor hours" includes hours performed by workers employed by the Contractor and all Subcontractors working on the Project. "Labor hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements of Chapter 39.12 RCW.

12.4.4 During the term of this Contract, Owner may adjust the apprentice labor hour requirement upon its finding or determination that includes:

12.4.4.1 A demonstration of lack of availability of apprentices in the geographic area of the Project;

12.4.4.2 A disproportionately high ratio of material costs to labor hours that does not make feasible the required minimum levels of apprentice participation;

12.4.4.3 Demonstration by participating contractors of a good faith effort to comply with the requirements of RCW 39.04.300, 39.04.310 and 39.04.320;

12.4.4.4 Small contractors or subcontractors (e.g., small or emerging businesses) would be forced to displace regularly employed members of their workforce;

12.4.4.5 The reasonable and necessary requirements of the Contract render apprentice utilization infeasible at the required level (e.g., the number of skilled workers required and/or limitations on the time available to perform the Work preclude utilization of apprentices); or

12.4.4.6 Other criteria Owner deems appropriate, which are subject to review by the office of the Governor.

12.4.5 The Contractor shall report apprentice participation to Owner at least quarterly, on forms provided or approved by Owner. In addition, copies of quarterly certified payroll records may be requested to document the goal. The reports will include:

12.4.5.1 The name of the Project;

- 12.4.5.2** The dollar value of the Project;
- 12.4.5.3** The date of the Contractor's notice to proceed;
- 12.4.5.4** The name of each apprentice and apprentice registration number;
- 12.4.5.5** The number of apprentices and labor hours worked by them, categorized by trade or craft;
- 12.4.5.6** The number of journey level workers and labor hours worked by them, categorized by trade or craft; and
- 12.4.5.7** The number, type, and rationale for the exceptions granted.

12.4.6 The Contractor shall be entitled to additional compensation, in the amount of \$1,000 should it meet or exceed apprentice utilization required by this Contract. Should the Contractor not meet apprentice utilization by this Contract shall incur a monetary penalty of \$1,000, which may be deducted from the final contract price.

12.5 Notices. All notices required to be given by any party to the other party under this Contract shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses as follows. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

Owner:

Jim Rioux, PMP
Project Manager| Public Works Engineering
City of Olympia
Mobile: 360.507.6566
e-mail: jrioux@ci.olympia.wa.us

Design-Builder:

Brian Rich,
Principal & PDB Project Executive
FORMA Construction Company
Office: 360.754.5788
Mobile: 360.408-8147
e-mail: brianr@formacc.com

Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee. Notices and communications given by mail hereunder shall be deemed to have been given seventy-two (72) hours after the date of dispatch: all other notices shall be deemed to have been given upon receipt.

* * * * *

In executing this Contract, Design-Builder declares under penalty of perjury under the law of Washington and in accordance with RCW 39.04.350(2) that within the three-year period immediately preceding the date of the Request for Qualifications issued in this matter, it has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

OWNER:

City of Olympia

(Signature)
Steven J. Burney
City Manager

Date: _____

DESIGN-BUILDER:

Forma Construction Company

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

Date: 09/19/2025

Approved as to Form:

Mark Barber

(Signature)
Mark Barber
City Attorney
City of Olympia

Date: 09/19/2025

City of Olympia

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

Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

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

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

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

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

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

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

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

1.2.8 *Construction Documents* are the documents, consisting of drawings and specifications, to be prepared and/or assembled by the Design-Builder consistent with the agreed Final Program unless an adjustment has been made and is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

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

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

1.2.11 *Contract* refers to the Progressive Design-Build Contract between Owner and Design-Builder dated September 30, 2025 (Modified DBIA 544), as negotiated.

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

- 1.2.13** *Contract Price* is defined or described in Section 2.3.1.1 of the Contract.
- 1.2.14** *Contract Time(s)* are the dates for Substantial Completion and Final Completion as defined in Article 6 of the Contract.
- 1.2.15** *Cost of the Phase 2 Work* is defined or described in Section 7.6 of the Contract.
- 1.2.16** *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- 1.2.17** *Design-Build Team* is comprised of the Design-Builder, the Design Consultant (Engineer of Record), and Key Subcontractors (Key Firms) identified by the Design-Builder in its proposal in response to the Owner's Request for Proposals. The Key Firms are identified in Section 10.4 of the Contract.
- 1.2.18** *Design-Builder* is FORMA Construction Company.
- 1.2.19** *Design-Builder's Contingency* is defined or described in Section 7.7.2 of the Contract.
- 1.2.20** *Design-Build Fee* is defined or described in Section 7.5 of the Contract.
- 1.2.21** *Design-Builder's Representative* is defined or described in Section 10.2.2 of the Contract.
- 1.2.22** *Design-Builder's Principal-In-Charge* is defined or described in Section 10.2.1 of the Contract.
- 1.2.23** *Design Consultant and/or Engineer of Record* is Key Team Member procured as part of the Design Builder's Team, a licensed design professional lawfully licensed to practice architecture or engineering in the State of Washington employed or retained to furnish design services required under this Contract. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents. The Engineer of Record shall be a professional engineer licensed in the state of Washington.
- 1.2.24** *Differing Site Conditions* are defined or described in Section 4.2.1 of these General Conditions of Contract.
- 1.2.25** *Electronic Data* is defined or described in Section 12.1.1 of these General Conditions of Contract.
- 1.2.26** *Final Application for Payment* is defined or described in Section 6.7 of these General Conditions of Contract and 8.4 of the Contract.
- 1.2.27** *Final Completion* is the date on which all Work, except for warranties, is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list and the submission of all documents set forth in Section 6.7.2 of these General Conditions of Contract.
- 1.2.28** *Force Majeure Events* are those unanticipated events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes (but not labor disputes involving Design-Builder), earthquakes, pandemics, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. Force Majeure Events shall not include known events or conditions (and associated Legal Requirements) in existence at the time of execution of the GMP Amendment.

- 1.2.29** *General Conditions of Contract* refer to this Document.
- 1.2.30** *GMP or Guaranteed Maximum Price* is defined or described in Section 7.7 of the Contract
- 1.2.31** *GMP Amendment* is an amendment to the Contract contingent upon Owner's approval of the Phase 2 Proposal as defined or described in Section 2.3.2.2 of the Contract.
- 1.2.32** *Hazardous Conditions* are any materials, wastes, substances, and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- 1.2.33** *Legal Requirements* are all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- 1.2.34** *Notice to Proceed* is a formal written notice from Owner to Design-Builder instructing it to commence with all or some portion of the Work.
- 1.2.35** *Open-Book* means that all costs and expenses of any kind chargeable to the Owner shall be open and transparent to Owner. Owner has the right, directly or through agents or representatives of its choosing, to access and audit all information used or obtained by Design-Builder in formulating the price in Article 7 of the Contract. Any adjustment to price throughout the Project shall be made on an Open-Book basis as well. Open-Book pricing and payment procedures will not apply to a Lump Sum payment structure.
- 1.2.36** *Owner* is the City of Olympia.
- 1.2.37** *Owner's Initial Programming and Overview* are developed by or for Owner to describe Owner's program opportunities and objectives for the Project, including use, space, price, time, site, and expandability requirements, as well as other expectations or wants that may be used to evaluate the Design-Builder's performance of the Work.
- 1.2.38** *Owner's Project Manager* is defined or described in Section 10.1.2 of the Contract.
- 1.2.39** *Owner's Senior Representative* is defined or described in Section 10.1.1 of the Contract.
- 1.2.40** *Inclusion Plan* is defined or described in Section 2.11.3 of these General Conditions of Contract.
- 1.2.41** *Owner Provided Information* are those documents itemized and linked in **Exhibit A** to the Contract.
- 1.2.42** *Pass-Through Costs* is defined or described in Section 7.6.3 of the Contract.
- 1.2.43** *Phase 1 Work* is that portion of the Work defined and described in **Exhibit D (Phase 1 Work)**.
- 1.2.44** *Phase 2 Work* is that portion of the Work defined and described in the **GMP Amendment**.
- 1.2.45** *Phase 2 Proposal* is defined and described in Section 2.3 of the Contract.
- 1.2.46** *Project* is the Hands On Children's Museum Expansion Project.
- 1.2.47** *Scheduled Substantial Completion Date* is the date set forth in the Contract, and the Master Project Schedule, at Section 6.2.1 and is subject to adjustment in accordance with these General

Conditions of Contract.

1.2.48 *Site* is the land or premises on which the Project is located.

1.2.49 *Subcontractor* is any person or entity retained by the Project (Designer or Builder) as an independent contractor, or service provider, to perform a portion of the Work at any tier and shall include materialmen and suppliers. The term "Subcontractor" is referred to throughout the Design-Build Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor, as defined in General Conditions 3.5.1, or subcontractors of a separate contractor. A "Subcontractor of any tier" is a Subcontractor or a lower tier Subcontractor with which a Subcontractor directly or indirectly contracts. This definition is not meant to change or alter any statutory definitions of contractor, subcontractor, supplier, or the like for the purposes of lien claims.

1.2.50 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.51 *Substantial Completion* or *Substantially Complete* means the Work, except for agreed punch list items, is sufficiently complete in accordance with the Contract Documents such that Owner can occupy and use the Project or a portion thereof for its intended purposes, and Design-Builder has provided all documentation and other information as is required by Section 6.6 of these General Conditions. The Work is not Substantially Complete unless the Owner can: reasonably judge that the Work can achieve Final Completion within sixty (60) days (or such other period of time as is specified in the Design-Build Documents); appropriate cleaning has occurred; all designated systems and portions thereof are usable, including the HVAC system; utilities are connected and operating normally; Owner training sessions have begun; all required permits and approvals have been issued by the authorities having jurisdiction; O&M manuals have been submitted for review; and the Work is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may take beneficial occupancy of the Work or a designated portion thereof does not indicate that the Work is acceptable in whole or in part.

1.2.52 *Validation Phase Work* is that portion of the Work defined and described in **Exhibit C (Validation Phase Work)**.

1.2.53 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring, and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents.

1.2.54 *Work Change Directive* is defined and described in Section 9.2 of these General Conditions of Contract.

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

Article 2

Design-Builder's Work and Responsibilities

2.1 General Work.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and Owner's Project Manager and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Project Manager shall communicate regularly with Owner and shall be

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

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

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

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

2.2 Design Professional Services.

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

2.3 Standard of Care for Design Professional Services.

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

2.4 Design Development Services.

2.4.1 Design-Build and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which

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

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

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

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

2.5 Legal Requirements.

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

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. Design-Builder shall secure and pay for, as a Cost of the Work within the GMP, any permits, fees, and licenses, including without limitation Subcontractor fees, review and application fees for Shop Drawings, inspection (other than third-party code-required) and reinspection fees, and renewal fees and penalties, necessary for proper execution and completion of the Work. Design-Builder shall be responsible, as part of its design responsibilities, for preparing and submitting in a timely manner to avoid delay in construction, all permit applications, including any design documents needed for permit applications. Design-Builder shall obtain any permit renewals during the course of the Work at no change in the GMP. Design-Builder will be responsible without reimbursement for any penalties arising from the building permit or any other required permit unless such penalties are caused by Owner.

2.7 Design-Builder's Phase 2 Work.

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

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

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

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

- a) If applicable, have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract award; (RCW 39.04.350(1)(a))
- b) Have a current Washington Unified Business Identifier (UBI) number (RCW 39.04.350(1)(b))
- c) If applicable, have:
 - i. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW (RCW 39.04.350(1)(c));
 - ii. A Washington Employment Security Department number, as required in Title 50 RCW (RCW 39.04.350(1)(c));
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW (RCW 39.04.350(1)(c));
 - iv. Not been found out of compliance by the Washington State Apprenticeship and Training Council under chapter 49.04 RCW for the one (1) year immediately prior to award (RCW 39.04.350(1)(e))
 - v. Receive training on the requirements related to public works and

prevailing wages under Chapters 39.04 and 39.12 RCW (RCW 39.04.350(1)(f))

- vi. For the 3-year period immediately preceding the date of award, it has not been determined by final and binding citation from Department of Labor and Industries to have willfully violated the provisions of RCW 49.48, 49.46, or 49.52. (RCW 39.04.350(1)(g))
- d) No Serious safety violations in the last 3 years as posted under Washington State's Labor and Industry's Workplace Safety & Health OSHA.
- e) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3) (RCW 39.04.350(1)(d)).
- f) If applicable hold an electrical contractor license, if required by Chapter 19.28 RCW;
- g) If applicable hold an elevator contractor license, if required by Chapter 70.87 RCW.
- h) If applicable hold a plumbing contractor license, if required by Chapter 18.106 RCW
- i) Evidence of holding the appropriate level of bonding and insurance required by the Design-Builder related to the work of the subcontract and naming Owner as an additional insured with waiver of subrogation.
- j) Attestation of no conflicts of interests with Owner or Owner staff.

2.7.4 Design-Builder shall be responsible for the acts and omissions of the Design-Builder's principals, employees, Subcontractors of any tier, the Design-Builder's Engineer, other design consultants, and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder or any of its Subcontractors of any tier. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

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

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

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

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

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

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

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

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

Each voucher claim or invoice submitted by a Design-Builder for payment on a project shall state: "Prevailing wages have been paid in accordance with the pre-filed Statement of Intent to Pay Prevailing Wages on file with the public agency in accordance with RCW 39.12.04". Each invoice shall list sales tax as a separate line item.

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

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

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

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

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

A. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

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

A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at Olympia City Hall - 601 4th Ave E, Olympia, WA 98507.

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

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors, and others as applicable.

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

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

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

2.8.5 Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work, including observance of drug testing and all smoking, tobacco, drug, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel at the Owner's property and at the Project site. Upon the Owner's request and for any employee working on the Project, Design-Builder shall provide the Owner with background checks on each of its employees and of the employees of all Subcontractors of any tier. Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Design-Builder shall ensure that all persons performing the Work comply with the Owner's tobacco-free policy, and will not and do not engage in inappropriate conduct or inappropriate contact with students, parents, or staff. Design-Builder shall remove from the Work and Work site any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable without change in the GMP or Contract Time. Without limiting the generality of the foregoing, Design-Builder shall ensure by appropriate provisions in each subcontract agreement that Design-Builder may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the GMP or Contract Time, the Owner may provide written notice requiring Design-Builder to remove from the Work any employee or other person carrying out the Contract the Owner considers objectionable. If the Work is being performed at a site in active school use or where there is a likelihood of contact with children, a person shall be unfit if (1) between July 23, 1989 and July 25, 2009, he or she has pled guilty to or has been convicted of any felony crime involving the physical injury or death of a child (Chapter 9A.32 or 9A.36 RCW); the physical neglect of a child (Chapter 9A.42 RCW); sexual offenses against a minor (Chapter 9A.44 RCW); sexual exploitation of a child (Chapter 9.68A RCW); the sale or purchase of a minor child (RCW 9A.64.030); promoting prostitution of a child (Chapter 9A.88 RCW); or violation of similar laws of another jurisdiction; or (2) on or after July 26, 2009, he or she has pled guilty to or has been convicted of any felony crimes or attempts, conspiracies, or solicitations to commit any felony crimes involving indecent exposure (RCW 9A.88.010); physical neglect (Chapter 9A.42 RCW); felony violation of Chapter 9A.32 RCW; assault 1 (RCW 9A.36.011); assault 2 (RCW 9A.36.021); assault of a child 1 (RCW 9A.36.120); assault of a child 2 (RCW 9A.36.130); any other felony violation of Chapter 9A.36 RCW involving physical injury, except assault 3 where the victim is eighteen years of age or older; a sex offense as defined in RCW 9.94A.030; kidnapping 1 (RCW 9A.40.020); kidnapping 2 (RCW 9A.40.030); child selling or child buying (RCW 9A.64.030); promoting prostitution 1 (RCW 9A.88.070); robbery 1 (RCW 9A.56.200); or violation of similar laws of another jurisdiction. Failure to comply with these requirements is grounds for immediate termination of the Contract for cause.

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

2.9 Warranties and Guaranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. If required by the Owner, the Design-Builder shall provide satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder further warrants that the Work will be performed in a skillful and workmanlike manner, free from defects not inherent in the quality required, that the Work will comply with all applicable laws, and that the Work will conform to the requirements of the Construction Documents. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, are considered defective. Design-Builder's warranty obligation excludes defects

caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. The Design-Builder is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Construction Documents. Warranties in the Construction Documents shall survive completion, acceptance and final payment. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.9.2 The Design-Builder shall collect, assign, and deliver to the Owner any specific written warranties given by others. The Design-Builder shall cause each Subcontractor of any tier to execute and shall countersign, secure and provide directly to the Owner all required, written warranties and guarantees, which shall extend to the Owner all rights, claims, benefits and interests that the Design-Builder may have under express or implied warranties or guarantees against Subcontractors of any tier for defective or non-conforming Work. Prior to providing the Owner with executed guarantees and warranties, the Design-Builder shall provide copies to the Owner for review and approval. These warranties are in addition to the warranty in the prior Section and shall in no manner diminish that warranty.

2.10 Correction of Defective Work.

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

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

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

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

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

2.11 Non-Discrimination.

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

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

2.11.3 Pursuant to the Design-Builder's proposed Subcontracting and Inclusion Plan, the Design-Builder shall actively and in good faith provide opportunities for underutilized, disadvantaged, and/or small businesses as subcontractors, subconsultants, and/or suppliers in the performance of the Work. As part of the Subcontracting and Inclusion Plan, the Design-Builder shall implement an outreach strategy, the Subcontracting and Inclusion Plan will be reviewed, and approved by Owner prior to the execution of this Contract. The Subcontracting and Inclusion Plan will outline the proactive strategies, resource commitments, and specific steps the Design-Builder will take to effectively engage these firms for utilization and performance on this Project. The Design-Builder shall furnish evidence of its compliance with the Subcontracting and Inclusion Plan with the monthly project report.

As used in this section, these firms may include, but are not limited to, firms certified by the Office of Minority and Women Owned Enterprises (OMWBE), the US Government, registered with other relevant agencies, or those that are self-identified and accepted by Owner.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

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

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

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

3.2 Furnishing of Services and Information.

3.2.1. Owner Provided Information. Owner has provided Design-Builder with access to Owner Provided Information (the "Owner Provided Information") listed in **Exhibit A** to the Contract. Owner provides such Owner Provided Information to Design-Builder for information only. Design-Builder understands and agrees that Owner shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost or cause of action whatsoever suffered by Design-Builder by reason of any use of any information contained in the Owner Provided Information or any action or forbearance in reliance thereon. Design-Builder further acknowledges and agrees that (a) if and to the extent Design-Builder or anyone on Design-Builder's behalf uses any of the information in the Owner Provided Information in any way, such use is made on the basis that Design-Builder, not Owner, has approved and is responsible for such information, and (b) Design-Builder is capable of conducting and obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement such information, and that any use of such information is entirely at Design Builder's own risk and at its own discretion.

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

3.3 Owner's Representative.

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

3.4 Government Approvals and Permits.

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

3.5 Owner's Separate Contractors.

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

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

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

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

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

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

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

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

4.1.7 Training and Reporting

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

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

4.1.8 General Requirements When Design-Builder Performs Hazardous Conditions Abatement

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

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

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

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

4.1.8.5 GENERAL HAZARDOUS MATERIALS SUBMITTALS: Design-Builder shall review the scope of work and submittal requirements outlined in the Contract Documents. Design-Builder shall submit and require all subcontractors performing the work of handling or disposing of any hazardous materials to submit, pertinent information required by the

Contract Documents. Examples of work and impact may include abatement, demolition, saw cutting, roto-hammering, welding, sanding, drilling, scraping or other remodeling and metals-related impact, impact of asbestos-containing joint compound or other material with <1% asbestos, PCB ballast removal or light tube removal and disposal.

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

4.2 Differing Site Conditions.

4.2.1 Differing Site Conditions. If Design Builder encounters conditions that were concealed physical conditions that could not have reasonably been discovered, which differ materially from those indicated in the Validation Report (if any), Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents (collectively, a "Differing Site Condition"), then Design Builder shall give written notice to Owner within 3 business days after becoming aware of or having encountered such condition. Design-Builder shall not perform any Work in connection therewith (except for an emergency) until receipt of written order to do so. After receipt of such written notice, Owner will promptly review the pertinent condition.

4.2.2 Possible GMP and Contract Time Adjustments

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

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

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

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

Article 5

Insurance and Bonds

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

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

Article 6

Payment

6.1 Schedule of Values.

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

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

6.2 Payments.

Owner shall make payments for Validation Work (if any), Phase 1 Work, and Phase 2 Work in accordance with Section 8 of the Contract.

6.3 Withholding of Payments.

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

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

6.4 Design-Builder's Payment Obligations.

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

6.5 Substantial Completion.

6.5.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice (and all required documents and information), Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. When the Owner and Design-Builder mutually agree that the Work, or designated portion thereof, is substantially complete, the Design-Builder shall prepare for the Owner's signature an acknowledgement of Substantial Completion which, when signed by the Owner, shall establish (i) the date of Substantial Completion of the Work, (ii) responsibilities between the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance, and (iii) the time within which the Design-Builder shall finish all items on the list accompanying the acknowledgement. When the Owner's inspection discloses that the Work or a designated portion thereof has achieved Substantial Completion, the Owner shall sign the acknowledgement of Substantial Completion. Warranties required by the Construction Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof except that warranties for HVAC equipment shall commence with acceptance of the Commissioning Report by the Owner. The Design-Builder shall attach and submit with the executed acknowledgement of Substantial Completion a written list of each outstanding and unresolved Claim; any Claim not so submitted and identified, other than retainage and the undisputed balance of the Contract Sum, shall be deemed waived and abandoned. If the Owner determines that the Work or designated portion is not substantially complete, the Design-Builder shall expeditiously complete the Work or designated portion, again request an inspection, and pay the costs associated with the reinspection, including design and consultant fees."

6.5.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, and subject to the Retainage requirements of RCW 60.28 and Section 8.3 of the Contract.

6.5.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.6 Final Payment.

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

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

6.6.2.1 An affidavit certifying that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

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

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

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

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

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

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

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

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend, with counsel reasonably acceptable to Owner, any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information, and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses incurred by or awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

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

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

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

7.2 Tax Claim Indemnification.

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

7.3 Payment Claim Indemnification.

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

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

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

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

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

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

In addition to a remedy authorized by law, Owner may retain so much of the money due the Design-

Builder as deemed necessary by Owner to ensure the defense and indemnification obligations of this section until disposition has been made of such suits or claims.

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

In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Design-Builder, its consultants of any tier, Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Design-Builder or any consultant or Subcontractor under Title 51 RCW, the Industrial Insurance Act, or any other employee benefit acts. In addition, Design-Builder waives immunity as to Owner only, in accordance with Title 51 RCW. The Design-Builder intends to indemnify, defend and hold Owner harmless to the fullest extent allowed by applicable law. To the extent that applicable law invalidates any portion of this Section, the remainder shall be construed to provide the broadest protection to Owner allowed by applicable law. The parties acknowledge that the foregoing waiver of Title 51 RCW immunity was mutually negotiated and that the provisions of this Section shall survive expiration or termination of this Contract by either party for any reason. The Design-Builder shall similarly require that each subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

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

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of Design-Builder. If the Design-Builder is delayed at any time in the commencement or progress of the Work (1) by an act or neglect of the Owner or of a separate contractor employed by the Owner, (2) by changes ordered in the Work only to the extent reflected in approved Change Orders providing for specific extensions of the Contract Time, (3) by unanticipated, abnormal weather, (4) by fire, unusual and unanticipated governmental delays (including permit delays not caused by the Owner), unavoidable casualties or other causes beyond the Design-Builder's control, (5) by delay authorized by the Owner pending mediation and litigation, or (6) by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for a reasonable time as determined by the actual change to the critical path of the Project schedule directly caused by the delay event. In no event, however, shall the Design-Builder be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Project schedule, so as to actually delay the Project completion beyond the date of Substantial Completion or (2) delay transforming an activity into the critical path of the Project schedule, so as to actually delay the Project completion beyond the date

of Substantial Completion. Design-Builder shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

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

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

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

Article 9

Changes to the GMP and Contract Time

9.1 Authorized Changes in the Work

9.1.1 General. Changes in the Work may be accomplished after execution of the Design-Build Contract, and without invalidating the Design-Build Contract, solely by Change Order (including Change Order proposals accepted in writing by the Owner), or Work Change Directive or order for a Minor Change in the Work, subject to the limitations stated in this Article and elsewhere in the Contract Documents. A Change in the Work is a change in the scope of the Work described in the Design-Build Documents, which may involve a change in the GMP, Contract Sum and/or Contract Time if it is directed or approved by the Owner. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order, accepted Change Order proposal, order for a Minor Change in the Work, or Work Change Directive.

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

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

A Change Order shall constitute full payment and final settlement of all Claims for Contract Time adjustment and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work

either recovered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

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

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

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

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

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

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

9.1.4 Owner Change Order Proposal. Before effectuating a Change in the Work, the Owner may request that the Design-Builder, through a Change Order Proposal, propose the amount of change in the GMP and/or Contract Sum, if any, and the extent of change in the Contract Time, if any, arising from the proposed Change in the Work. Such a request is for information and pricing only and is not an instruction to execute changes or to stop work in progress, unless issued as a Work Change Directive. The Design-Builder shall submit its responsive Change Order Proposal as soon as possible, and within seven (7) days of the Owner's request, and shall in good faith specify the components and amounts by which the GMP, Contract Sum and/or Contract Time would change. Labor, materials and equipment shall be limited to and itemized in the manner described in General Conditions Section 9.4 for the Design-Builder and major Subcontractors.

9.1.5 The Owner shall promptly review Change Order proposals. If Owner and Design-Builder agree to the terms of the cost and pricing for the proposed change, they shall execute a mutually acceptable Change Order to authorize the change. If the Owner does not agree with the proposed change in the GMP, Contract Sum and/or Contract Time, the parties shall attempt to seek agreement, and the Design-Builder shall resubmit the proposal in the

agreed amount. If the proposed changed Work has not yet been performed, the Owner may at any time direct that the change not be performed. If the parties are unable to agree on the change in the GMP, Contract Sum and/or Contract Time but the Owner directs the Design-Builder to continue with the changed Work (or if the changed Work is already complete), then the Design-Builder may submit a notice and Claim pursuant to the Contract Documents and the changed Work shall be priced pursuant to General Conditions Section 9.4.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s). The Owner may by Work Change Directive, without invalidating the Design-Build Contract, order Changes in the Work within the general scope of the Construction Documents consisting of additions, deletions or other revisions, the GMP, Contract Sum, and/or Contract Time being adjusted accordingly. The Owner's use of a Work Change Directive does not constitute the Owner's agreement that the directive constitutes a change in the Work, the GMP, Contract Sum, and/or Contract Time.

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

9.3 Minor Changes in the Work.

9.3.1 The Owner shall be entitled to order Minor Changes in the Work (sometimes called a Design Clarification) not involving an adjustment in the GMP and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes will be effected by written order such as a Design Clarification or a Field Authorization and shall be binding on the Design-Builder. The Design-Builder shall carry out such written orders promptly. If the Design-Builder believes that such order causes an increase in the GMP, Contract Sum and/or Contract Time, the Design-Builder must properly submit a notice and Claim. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 GMP Adjustments and Pricing.

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

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

- .1 Basic wages and fringe benefits:** The hourly wage (without markup or labor burden) and fringe benefits paid by the Subcontractor as established by the

Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Subcontractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Subcontractors shall provide to the Owner copies of payroll records, including certified payroll statements upon the Owner's request.

- .2 Workers' insurances:** Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
- .3 Federal insurances:** Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

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

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

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

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

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

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

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

- .1 Subcontractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance, subject to audit, and

not to exceed 1.25%) of any changes in the Subcontractor's liability insurance arising directly from the changed Work; and

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

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

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

9.5 Emergencies.

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

9.6 Tariffs.

9.6.1 Design-Builder's entitlement to additional compensation (including an adjustment to the GMP) for the increased cost of procurement of any products, equipment, or materials related to the imposition of a new or modified tariff shall be governed by the provisions of this Section 9.6.

9.6.2 Design-Builder shall in no event be entitled to additional compensation for any new or modified tariff imposed prior to the Effective Date of any GMP Amendment.

9.6.3 If, after the Effective Date of any GMP Amendment, a new or modified tariff is imposed and such tariff directly affects the Design-Builder's or its Subcontractor's (of any tier) cost of procurement of any products, equipment, or materials, such added direct costs shall be compensated through the Design-Builder's Contingency fund set forth in the GMP Amendment to the extent Contingency funds are reasonably available. If the Design-Builder demonstrates to the satisfaction of the Owner that its Contingency funds are not reasonably available (for example, the Design-Builder's Contingency is fully depleted, or there are insufficient Contingency funds remaining to address significant open risk issues in connection with the Project), the Guaranteed Maximum Price shall be increased by Change Order to the extent of the direct cost increase resulting from imposition of the tariff, as provided herein.

9.6.4 To be entitled to an increase in the GMP for costs associated with tariffs imposed after execution of the GMP Amendment, the Design-Builder must provide documentation of the direct cost increase associated with the tariff (for example, original supplier quotes and updated supplier quotes reflecting the tariff increase) and proof of payment of the tariff. In no case will the Owner reimburse tariff costs that are based on forecasted future impacts or pricing without evidence of actual payment. In addition, the Design-Builder must demonstrate that tariff cost impacts were not reasonably avoidable (for example, by sourcing the products, equipment, or materials from different vendors, or planning the procurement in a manner that avoids the tariff impact). In all cases, the Design-Builder shall be responsible for demonstrating that it took all reasonable steps possible to mitigate impacts associated with tariffs.

9.6.5 The Design-Builder and its Subcontractors and suppliers of any tier shall not be entitled to apply any Fee, overhead, markups, or profit to Change Orders authorized to address tariff impacts.

9.6.6 The Design-Builder shall be responsible for the payment of all tariffs to the applicable governmental authority.

9.6.7 The Design-Builder shall not be entitled to an increase in the GMP for indirect costs, soft costs, delay costs, general escalation, or any other similar costs related to the imposition of tariffs, as such costs are at the Design-Builder's risk. Such costs may, with the Owner's prior, written approval, be compensated through the Design-Builder's Contingency fund.

Article 10

Claims and Disputes

10.1 Condition Precedent to Filing a Claim. The following actions are a mandatory condition precedent to filing a Claim: (a) a Request for Change Order is denied or deemed denied by Owner or (b) a Unilateral Change Order is issued by Owner.

10.2 Claim Deadline. Unless otherwise agreed to in writing by Owner, a fully documented Claim shall be received by Owner within thirty (30) days after the denial or deemed denial of a Request for Change Order, or, in the case of a Unilateral Change Order, Design-Builder's receipt of Owner's decision regarding Contract Time or GMP adjustments pursuant to the Unilateral Change Order. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Design-Builder, on behalf of itself and its Subcontractors and suppliers, of the Unilateral Change Order or Owner's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order or Unilateral Change Order.

10.3 Design-Builder's Obligation to Continue Work. Pending final decision of a Claim hereunder, the Design-Builder shall proceed diligently with the performance of the Work, including that work associated with the Claim, and maintain its progress with the Work. Failure to proceed as required herein shall constitute grounds for termination for cause under Article 11.

10.4 Information Required in a Fully Documented Claim. Every Claim must be submitted by Design-Builder, in writing and clearly designated by Design-Builder as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:

10.4.1 A detailed factual statement of the Claim providing all necessary details, locations, and items of Work affected;

10.4.2 The date on which facts arose that gave rise to the Claim;

10.4.3 The name of each person employed or associated with Design-Builder, Subcontractors, suppliers, and/or Owner with knowledge about the event or condition which gave rise to the Claim;

10.4.4 Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;

10.4.5 The specific provisions of the Contract Documents on which the Claim is based;

10.4.6 If an adjustment in the GMP is sought, the exact amount sought, calculated in accordance with the Contract Document and accompanied by all records supporting the Claim;

10.4.7 If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason Design-Builder believes an adjustment in the Contract Time should be

granted; and Design-Builder's analyses of its construction schedule showing cause and the resultant delay in the critical path, any specific schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and,

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

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

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

10.7 Dispute Avoidance and Resolution.

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

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

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

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

10.8 Litigation. Any Claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.7 above shall be decided by litigation, unless the parties mutually agree in writing otherwise. All unresolved Claims of Design-Builder shall be waived and released

unless Design-Builder has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion of all the Work designated in writing by Owner or (b) 60 days after Final Completion. This requirement cannot be waived except by an explicit written waiver signed by Owner and Design-Builder. The pendency of mediation shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or 30 days after the last mediation session ended with no further sessions scheduled by the mediator.

10.9 CONSEQUENTIAL DAMAGES.

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

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

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

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

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

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

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, (vi) perform material obligations under the Contract Documents, (vii) fails to comply with laws, ordinances, rules, regulations or orders applicable to the Work; (viii) is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency; (ix) staffs the Project with personnel different from the personnel listed in its proposal, without the prior approval of the Owner; (x) fails to supply workers with relevant experience and sufficient skills, suitable materials or suitable equipment or performs Work of a lesser quality than specified in the Design-Build Documents; (xi) fails to provide the approved Statement of Intent to Pay Prevailing Wages, Affidavit of Wages Paid, or fails to

provide and maintain in effect the insurance and bonds required by the Contract Documents; (xii) fails to comply with the conditions, Specifications or provisions of the Contract Documents; (xiii) assigns the Contract or sublets Work without first obtaining the Owner's written permission; or (xiv) receives a stop work directive and fails to take corrective action, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

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

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

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

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

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

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

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

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

11.3.1.3 Owner has failed to pay Design-Builder for properly submitted and approved accurate Applications for Payment in accordance with Section 8.2 of the Contract for undisputed amounts due and owing.

11.3.2 Upon the occurrence of an event set forth in Section 11.3.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within thirty (30) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 9 of the Contract. The total recovery of the Design-Builder shall not exceed the unpaid balance of the GMP

11.4 Bankruptcy of Design-Builder.

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

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

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

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

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

Article 12

Electronic Data

12.1 Electronic Data.

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

12.2 Transmission of Electronic Data.

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

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

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

12.3 Electronic Data Protocol.

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

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

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

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

Article 13

Miscellaneous

13.1 Public Records. This Contract and all public records associated with this Contract shall be available from Owner for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Design-Builder

are needed for Owner to respond to a request under the Act, as determined by Owner, the Design-Builder agrees to make them promptly available to Owner. If the Design-Builder considers any portion of any record provided to Owner under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, the Design-Builder shall clearly identify any specific information that it claims to be confidential or proprietary. If Owner receives a request under the Act to inspect or copy the information so identified by the Design-Builder and Owner determines that release of the information is required by the Act or otherwise appropriate, Owner's sole obligations shall be to notify the Design-Builder (a) of the request and (b) of the date that such information will be released to the requester unless the Design-Builder obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Design-Builder fails to timely obtain a court order enjoining disclosure, Owner will release the requested information on the date specified. Owner has, and by this section assumes, no obligation on behalf of the Design-Builder to claim any exemption from disclosure under the Act. Owner shall not be liable to the Design-Builder for releasing records not clearly identified by the Design-Builder as confidential or proprietary. Owner shall not be liable to the Design-Builder for any records that Owner releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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

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

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

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

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

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

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

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

-END OF GENERAL CONDITIONS-

EXHIBIT A

OWNER PROVIDED INFORMATION

The Owner and Hands On Children's Museum have provided the following information to inform and to support the Design-Build Team during the Validation Phase Work:

- Landau Geotech report dated March 19, 2009
- HOCM Cold Shell Record Drawings dated July 2011 (includes topographic survey of current and new property dated April 7, 2010)
- HOCM Egress floor plans and all level plans dated July 15, 2010
- HOCM Tenant Improvement drawings dated December 3, 2010
- Signed electronic media request dated February 2, 2011
- Electronic media
 - Revit 2016 model
 - DWG files
- HOCM O&M Manuals dated April 24, 2012
- Port of Olympia Sale documentation from Commission meeting minutes May 12, 2025

EXHIBIT B

OWNER'S INITIAL PROGRAMMING AND OVERVIEW

The Owner and Hands On Children's Museum have provided the following information to inform and to support the programming and validation services of Design-Build Team during the Validation Phase Work:

- Hands On Children's Museum Planning – Feasibility Study for New Museum Addition dated August 2024 developed by HOCM, FORMA, FRAME, and Mithun

HANDS ON CHILDREN'S MUSEUM PLANNING

Feasibility Study for New Museum Addition - August 2024



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ZONING ANALYSIS
SHORELINE DIAGRAM
EXISTING LOTT UTILITIES DIAGRAM

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PROGRAM MATRIX

4 BUILDING CONCEPT

EXTERIOR MATERIALS PALETTE
PHASING DIAGRAMS

5 PLANS

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FLOOR PLAN DIAGRAMS
ROOF PLAN
BUILDING SECTIONS

6 RENDERINGS

1. INTRODUCTION

EXECUTIVE SUMMARY

The intent of this study is to test the physical and economical viability of expanding the museum to meet current and future needs. 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 uses that were not feasible in the original project budget. Now that the current museum facility has been operating successfully for 12 years, the museum leadership and board have been able to identify what is needed to expand existing programs and provide new ones, to provide the families of Olympia with a world class children's museum.

The study shows that it is possible to expand the programs, both interior and exterior, with minimal impact to current operations, by placing the new building to the north and then lightly connecting to the existing building with an elevated structure. Even with this bold move, there is ample room to significantly expand parking. The conceptual layout provides for a much-improved entrance experience, with the resulting space between the two major structures providing a generous entrance plaza as well as much needed expansion of outdoor exhibits and room for large community events.

The original building design was influenced by simple, Pacific Northwest vernacular forms, combined with a desire to provide more dramatic volume and daylight at the exhibit areas. The concept for the expansion uses the same design philosophy, with the same roof slopes, approach to the interior exhibit areas, and materials palette. The intent is to provide a solution that looks like it was intended as one building from the start.

It is important to point out that although the overall building program, massing and architectural concept are supported by museum leadership, there is much work to be done to ensure the specific program areas are laid out in the most functional manner. That level of exploration will happen at the next stage of design, with the selected team.

GUIDING PRINCIPLES FOR EXPANSION PROJECT

- Construct expansion project in a way that minimizes work required on the existing facility.
- Design for rational phasing of the work, to allow continuous operation of essential parts of the building operations.
- Consider staging of the construction work to minimize impact to visitors throughout the construction phase.
- Design for smart use of funds, using a similar approach as the original building, with a hierarchy of building methods based on use. Experience of the exhibit space to take highest priority.
- Consider durability of materials, finishes and equipment.
- Create a seamless visitor experience across the entire facility.

FUTURE AMENITIES AND FEATURES

- Create a welcoming, clear and beautiful arrival sequence for visitors, including an entry plaza that allows quick, stress-free orientation to the facility.
- Increase parking count and provide dedicated space for bus parking.
- Consider visitor arrival and circulation:
 - Visiting families arriving by car
 - Groups arriving by bus
 - Public arriving by car for special events
 - Preschool arrival and departure
 - Deliveries: Museum, Café, Special Events and Service
- Provide an additional 12,000 sf of interior exhibit space, with detail, finish and quality of construction to match 2012 museum construction..
- Provide additional outdoor exhibit space, tied seamlessly into existing.
- Provide expanded preschool facilities including dedicated outdoor play space and independent entrance.
 - The new preschool location and configuration allow for increased capacity and the possibility of a state licensed childcare facility in the future.
- Provide new and expanded program spaces:
 - Art Room
 - Maker Space
 - Culinary Classroom
 - Additional event/party rooms
 - Community meeting room
- Provide new long-span gallery space to serve both traveling exhibits and community events.
- New expanded café.
- Reconfigure museum retail to improve visibility and increase income per square foot of museum store.
- Improve circulation flow through front desk, including expansion of stroller storage and visitor lockers.
- Double dedicated staff workspace, including significant improvements to storage and prep spaces.
- Provide dedicated shop space to serve exhibits and grounds.

2. SITE ANALYSIS

EXISTING CONDITIONS

ADDRESS:
414 Jefferson Street NE
Olympia, WA 98501

ZONING:
UW (Urban Waterfront)

LEGAL DESCRIPTION:
Section 14 Township 18 Range 2W
Quarter NW, NE, SE Binding Site Plan
OLYMPIA AREA ROWING LT 5 THIRD
AMENDMENT 4611194

PERMITTING JURISDICTION:
City of Olympia

SHORELINE DISTRICTS:
- Urban Conservancy
- Urban Intensity; Budd 6A



SHORELINE

FIGURE 4.1
City of Olympia
Shoreline Map
Shoreline Environment
Designations 10/8/2015

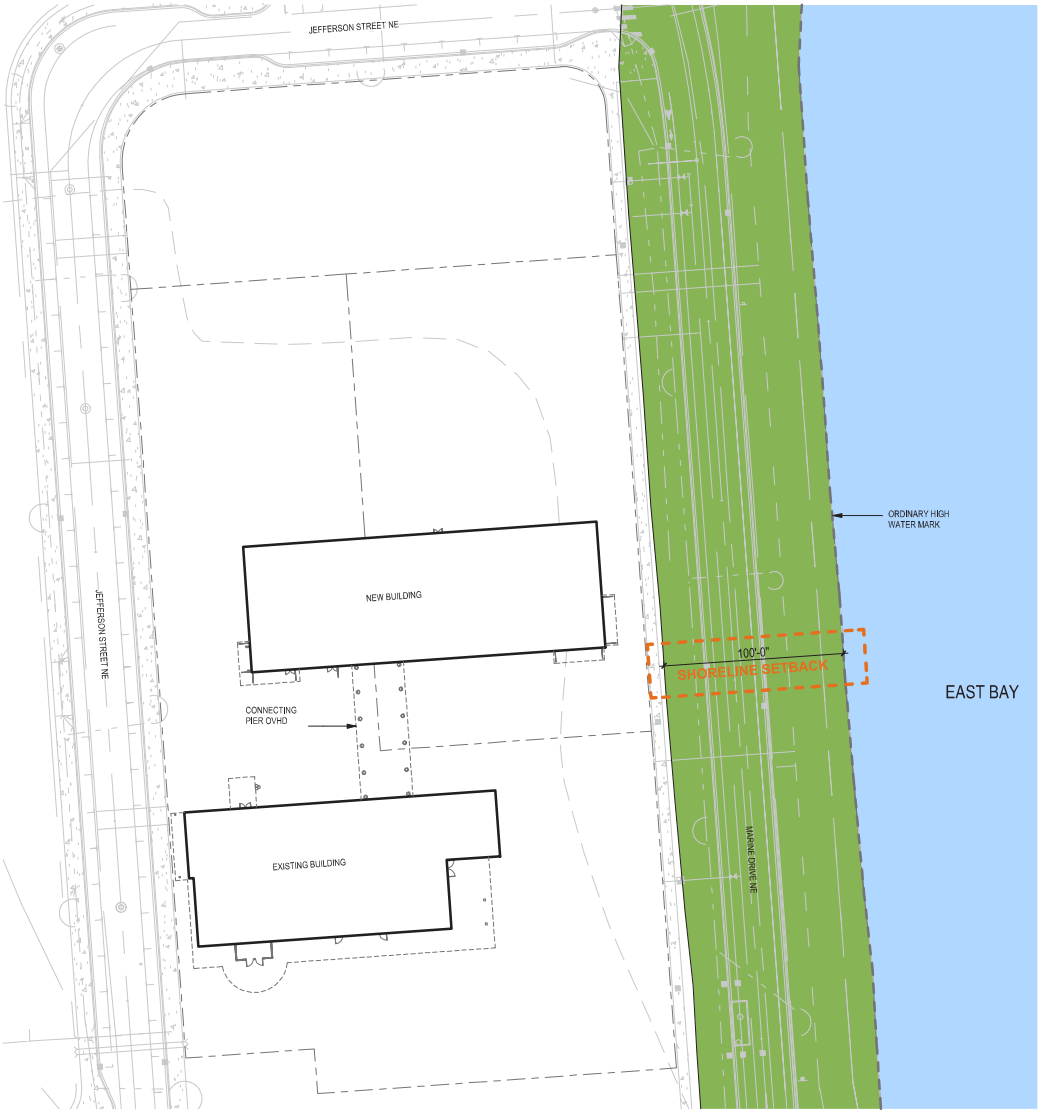


Table 6.1 – Uses and Activities

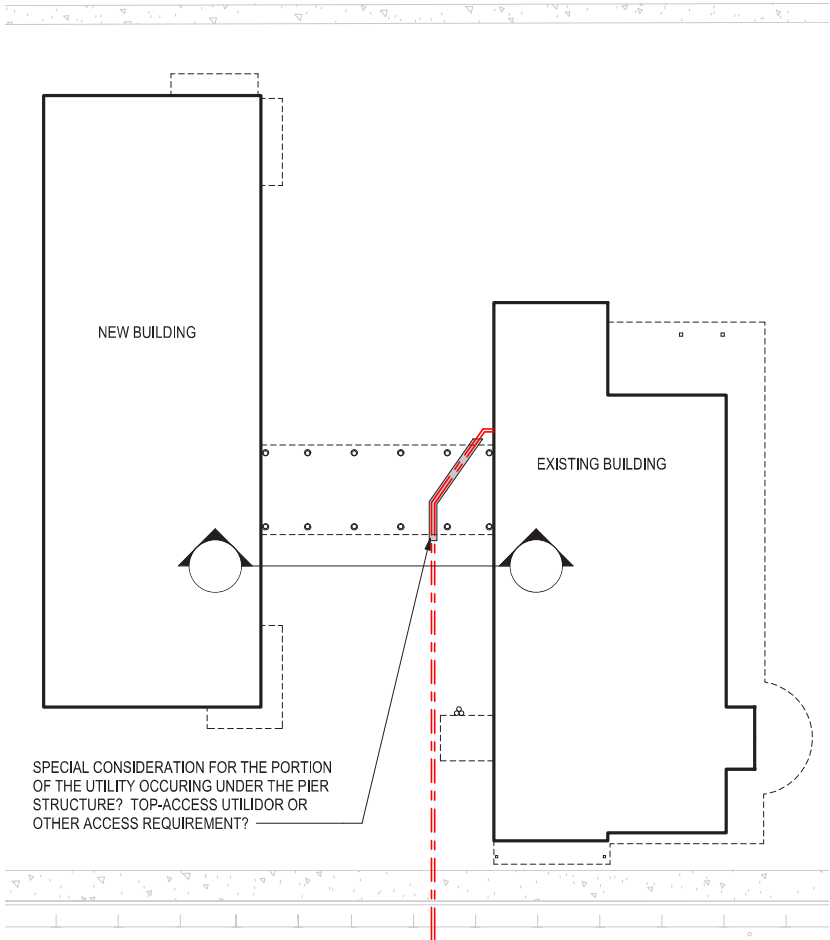
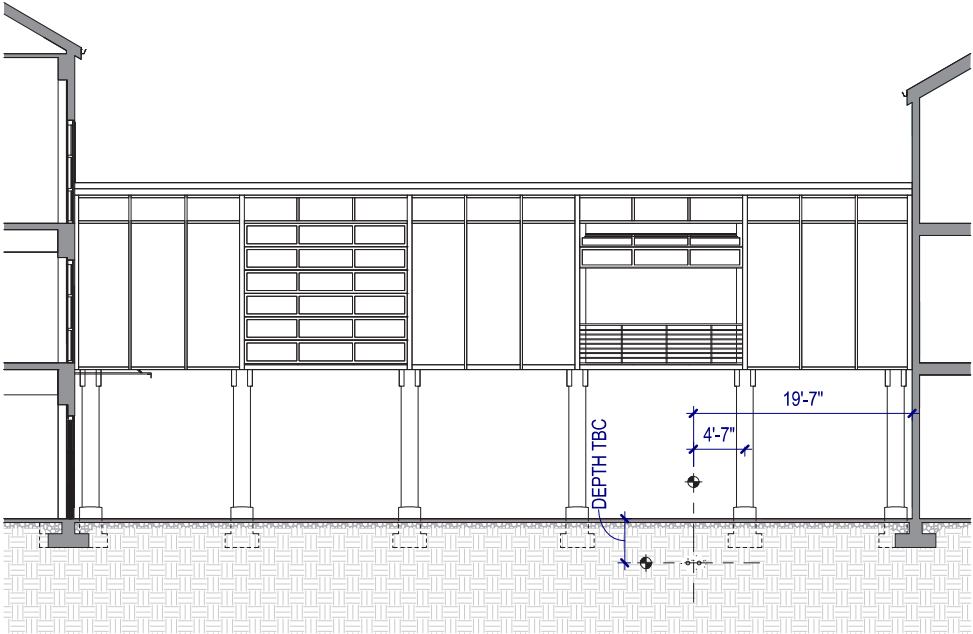
LEGEND: P = Permitted C = Shoreline Conditional Use Permit X = Prohibited
C/P = A Shoreline Conditional Use Permit or Shoreline Substantial Development Permit is required. A Shoreline Conditional Use Permit is required if any portion of the use or development activity is wholly or partially located within 100 feet of the OHWM; when all uses and activities are located more than 100 feet from the OHWM a Shoreline Substantial Development Permit is required.

Primary Use of Building or Structure	Urban Intensity	Port Marine Industrial	Shoreline Residential	Urban Conservancy	Waterfront Recreation	Marine Recreation	Natural	Aquatic ¹
Commercial								
Water Dependent	P	P	C	X	C	P	X	C
Water Related and Enjoyment	P	P	C	X	C	P	X	X
Non-water Oriented	C	C	X	X	X	C	X	X
Industrial/Light Industrial								
Water Dependent	P	P	X	X	X	C	X	P
Water Related	P	P	X	X	X	C	X	X
Nonwater Oriented	X	X	X	X	X	X	X	X
Shoreline Environment	Shoreline Setback	Vegetation Conservation Area	Setback and VCA with maximum reduction- Non-water dependent	Incentive eligible provisions - See 18.20.620(D)(1)	Shoreline Setback and VCA reduction	Required Standards		
Aquatic	N/A	N/A	N/A	N/A	N/A	N/A		
Natural	200'	200'	N/A	N/A	N/A	N/A		
Urban Conservancy	100'	50'	N/A	N/A	N/A	N/A		
Urban Intensity - Budd 6A	100'	0'	100'	N/A	N/A	N/A		
Port Marine Industrial - Budd 5B	0'	0'	0'	N/A	N/A	See 18.20.620(D)(8)		

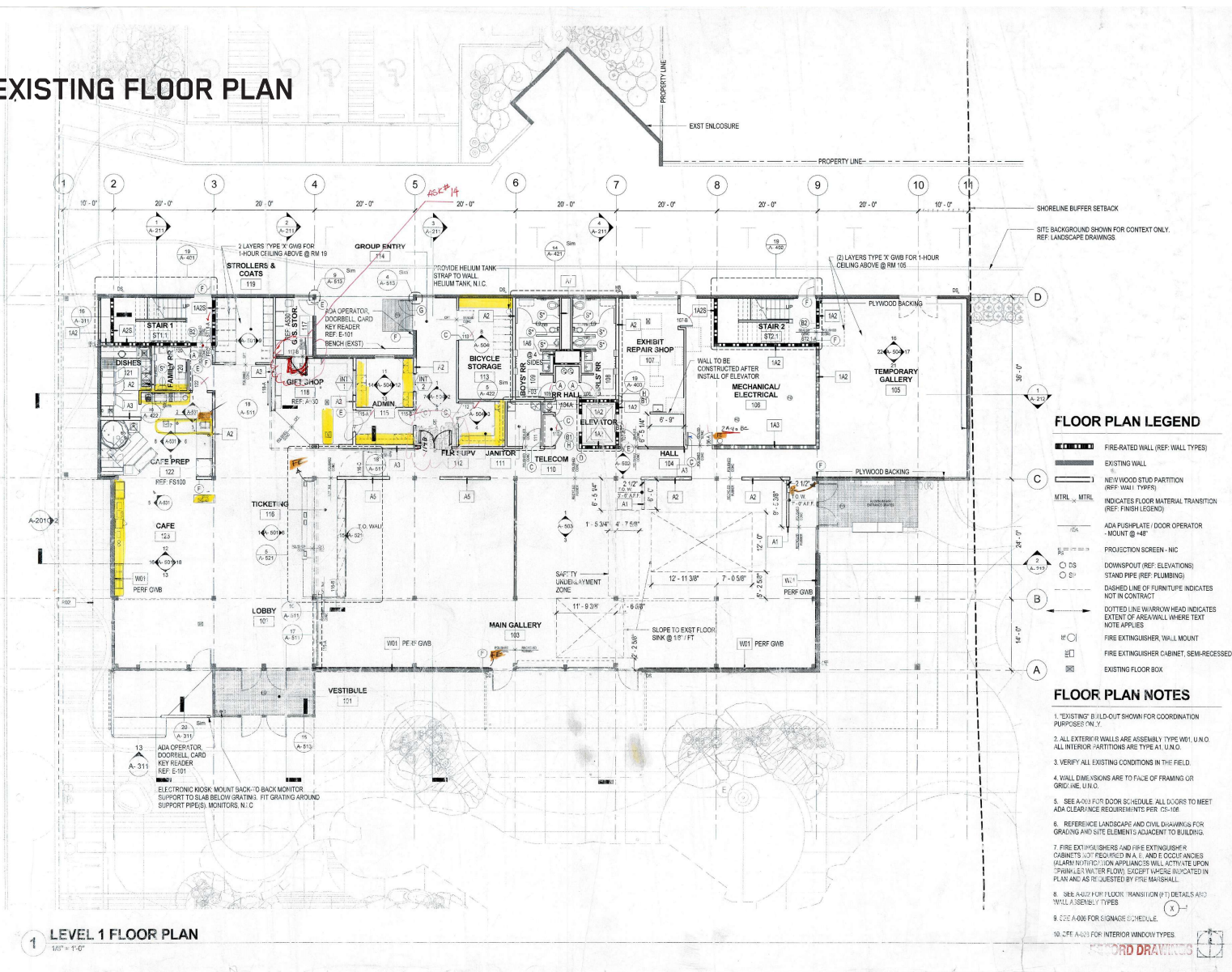
Note: The Olympia Shoreline Master Program has been updated since the original museum was designed and built. Setbacks have been revised to the values indicated in the charts above. Previous "shoreline buffer setback" is indicated on the existing level 1 floor plan on page 12 of this document



EXISTING LOTT THERMAL LOOP UTILITY



LEVEL 1 EXISTING FLOOR PLAN



MILLER HULL
The Millard Partnership, LLP
Architects and Planning
Room 400
71 Columbia, Sixth Floor
Seattle, WA 98101
Phone: 206.462.7100
Fax: 206.462.7192
Contact: Name

Hands On Children's Museum
410 Jefferson St NE Olympia, WA 98501

TENANT IMPROVEMENT CONSTRUCTION SET
3 December 2010

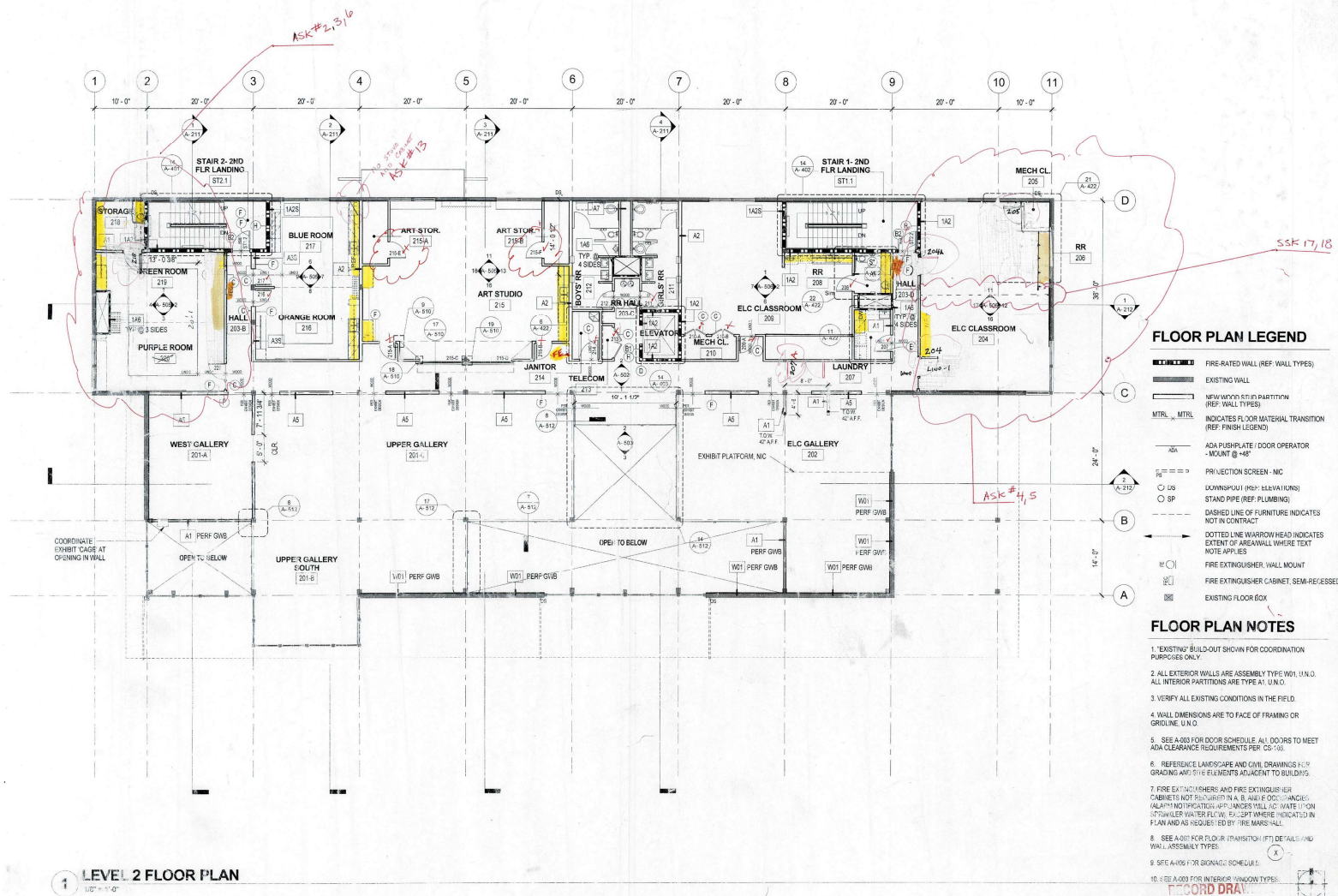
REGISTERED ARCHITECT
C. Miller
STATE OF WASHINGTON

No.	Description	Date

Issue Date: 3 December 2010
Drawn: J. G. G.
Checked: J. G. G.
19- Project No: 0710

LEVEL 1 FLOOR PLAN
A-101

LEVEL 2 EXISTING FLOOR PLAN



Hands On Children's Museum
410 Jefferson St NE Olympia, WA 98501

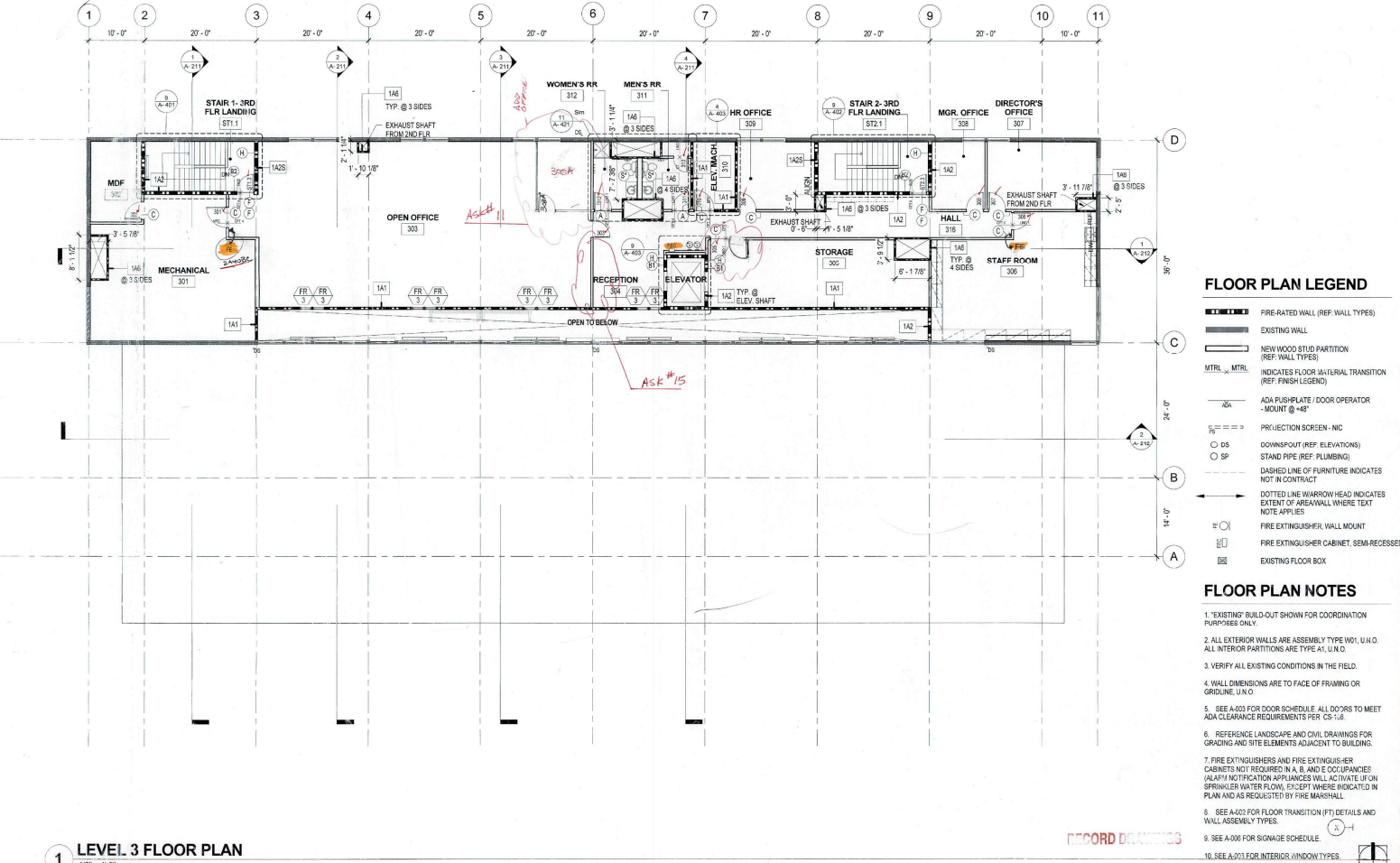
TENANT IMPROVEMENT CONSTRUCTION SET
3 December 2010

No. Description Date

Issue Date: 3 December 2010
Drawn: [Signature]
Checked: [Signature]
Night Project No.

REVISIONS

LEVEL 3 EXISTING FLOOR PLAN



MILLER HULL
The Mitchell Partnership, LLP
Architectural & Planning
71 Columbia South Road
Falls Church, VA 22044
Phone: 703.522.6837
Fax: 703.522.6892
Gail Miller

Hands On Children's Museum
410 Jefferson St NE | Olympia, WA 98501
TENANT IMPROVEMENT CONSTRUCTION SET
3 December 2010



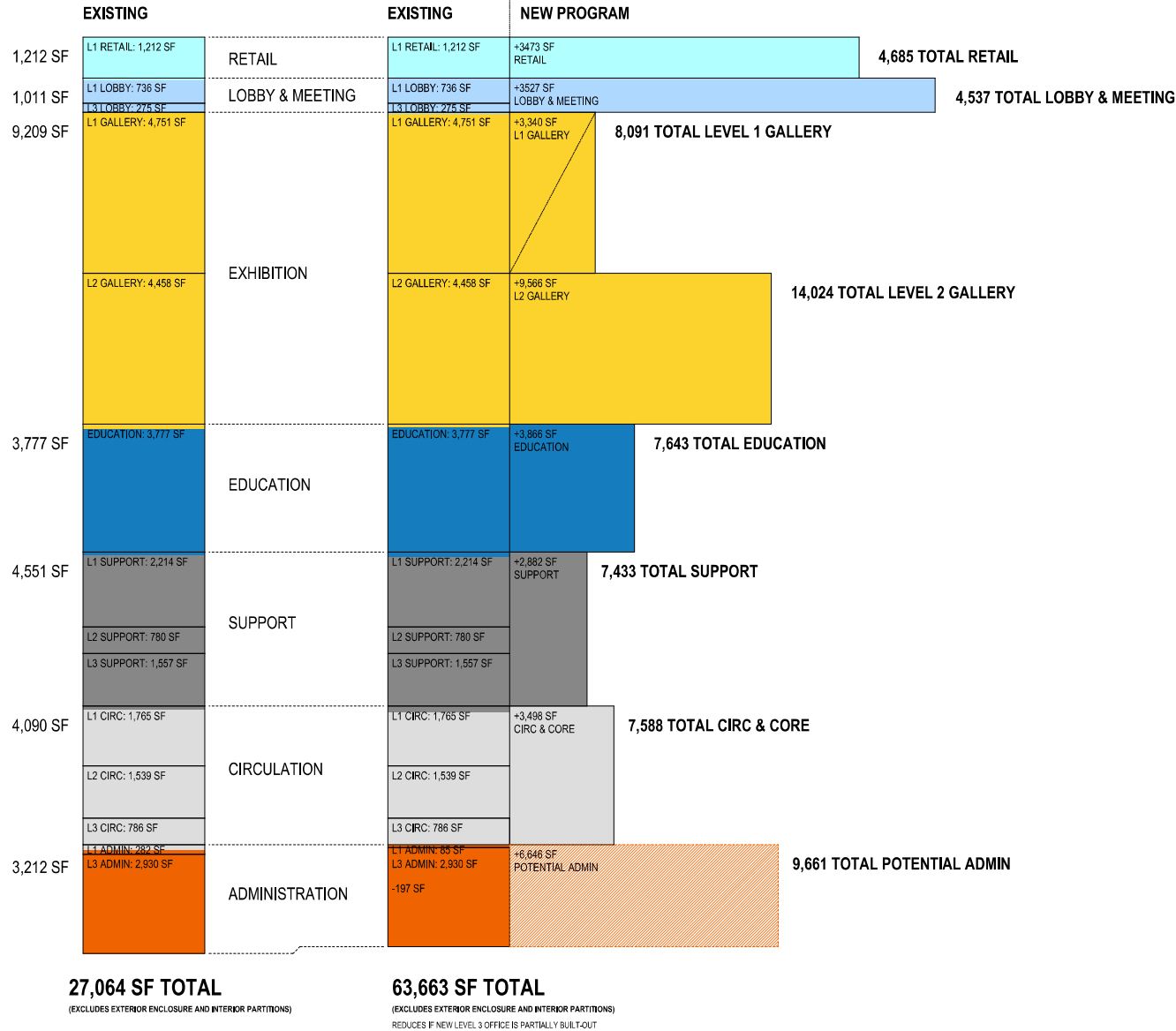
No.	Description	Date

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Project No.: 0715

LEVEL 3 FLOOR PLAN
A-100

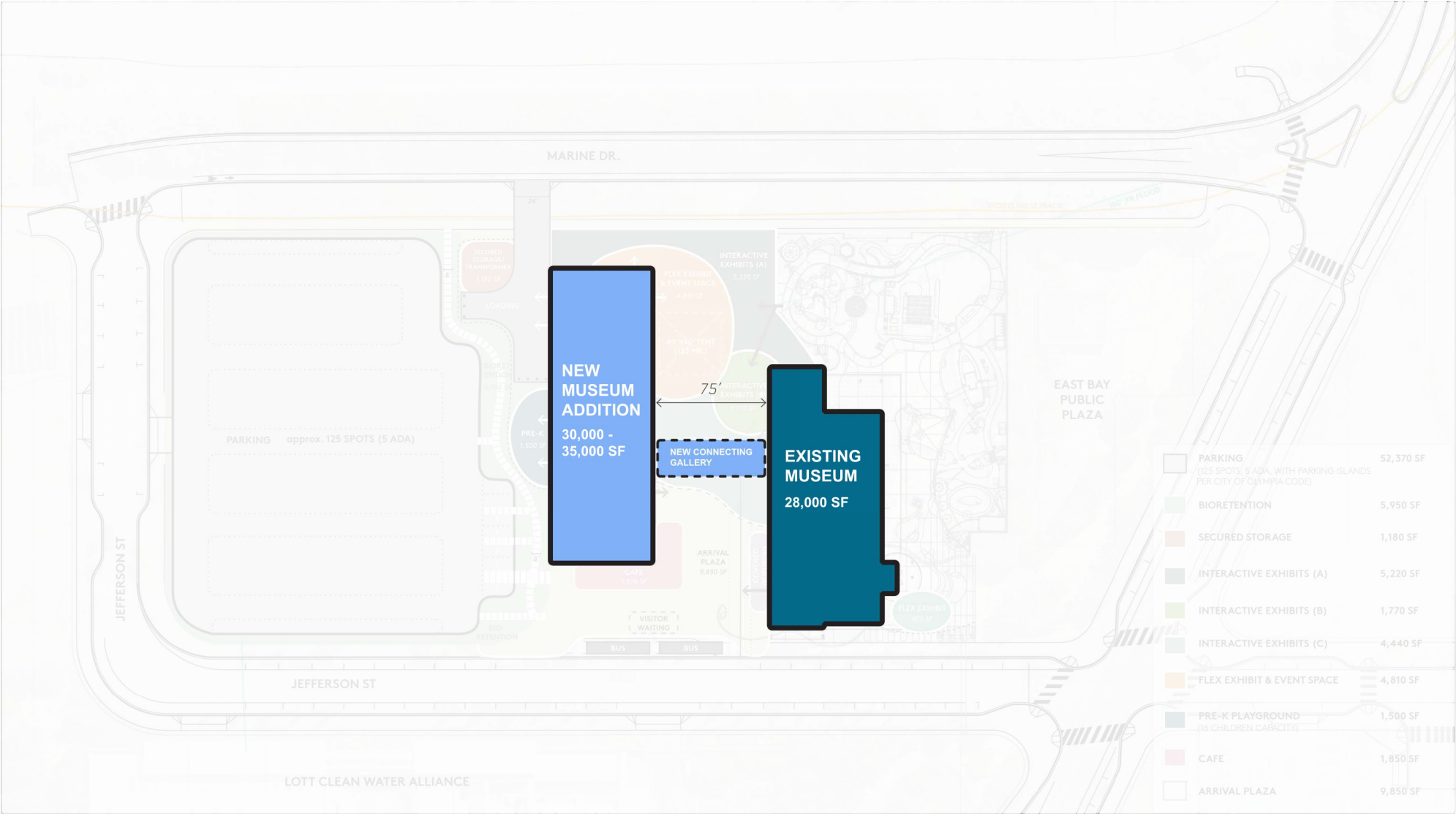
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3. PROGRAM



4. BUILDING CONCEPT

The **new museum addition** volume is located 75' north of the **existing museum** building and are linked by a level 2 **connecting gallery** structure. This bridging gallery allows visitors to connect exterior spaces under the structure while also allowing visitors to flow between interior galleries.



BUILDING CONCEPT

The exterior exhibit plan proposes new exterior exhibits connecting directly to the existing exterior exhibits to expand and compliment the incredible environments already on site. A new arrival plaza located to the west of the new connecting gallery z



MATERIALS

For the purposes of this study materials are proposed to generally match those of the original building. **Sidings** to be a combination of vertical wood with gray finish and fiber cement painted red. **Roofing** to be standing seam to match the existing roofing. **Windows** to match both color and approximate proportions of the existing fenestration. **Exposed timber** to be sealed and finished with a natural tone. Where cross-laminated timber (CLT) panels are visible they are to be finished to match exposed timber framing.



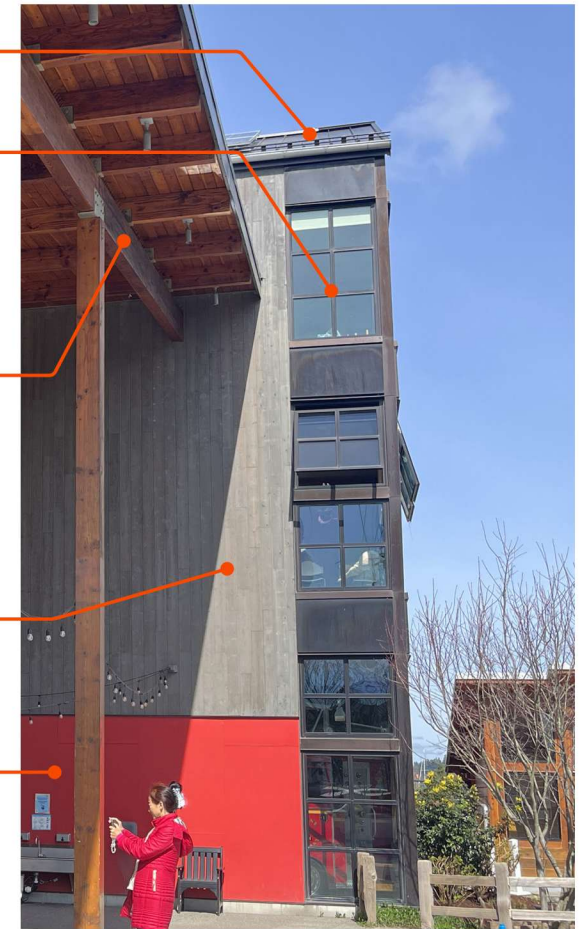
Metal roofing

Dark fenestration with proportions to match existing

Natural tone exposed timber

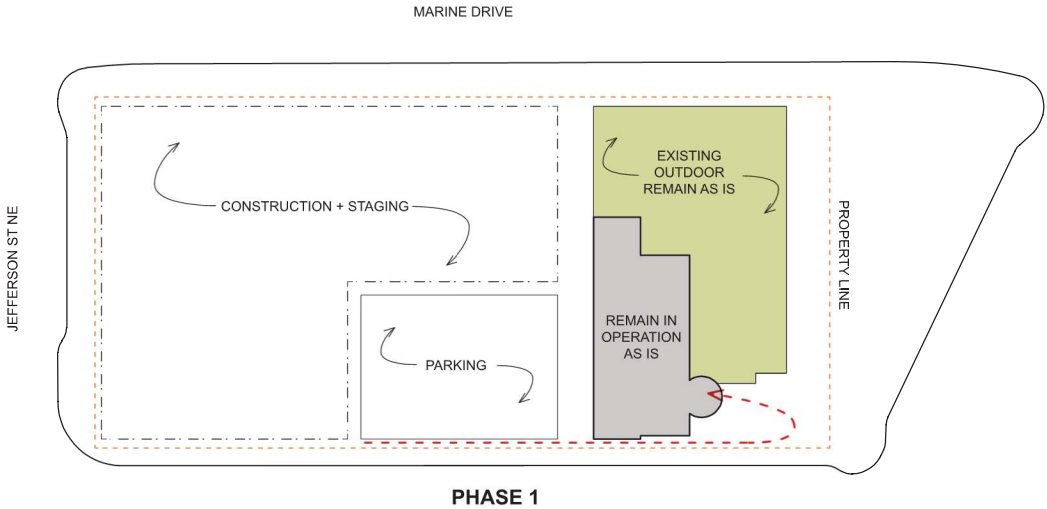
Upper gray wood siding

Lower red fiber cement paneling



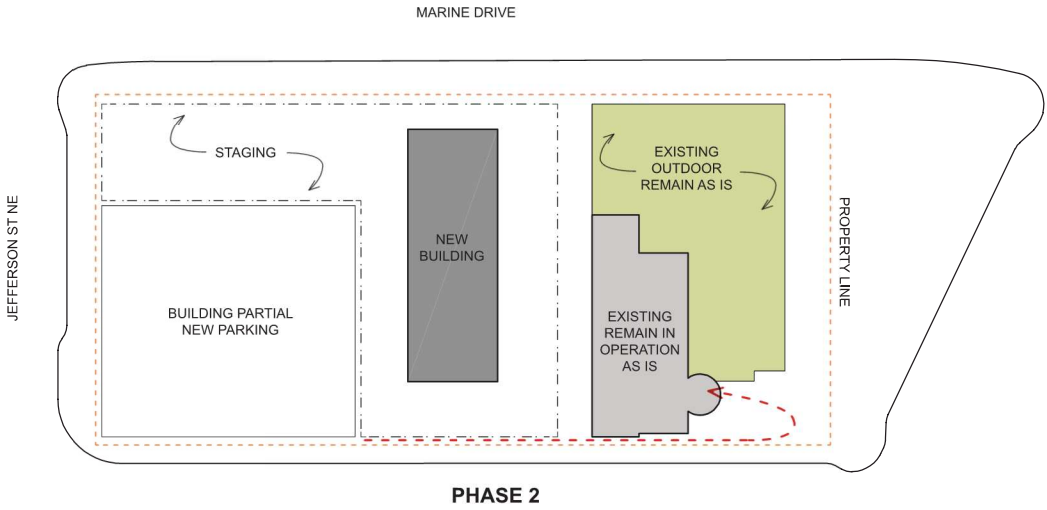
PHASING CONCEPT

OVERFLOW PARKING
ACROSS JEFFERSON ST NE



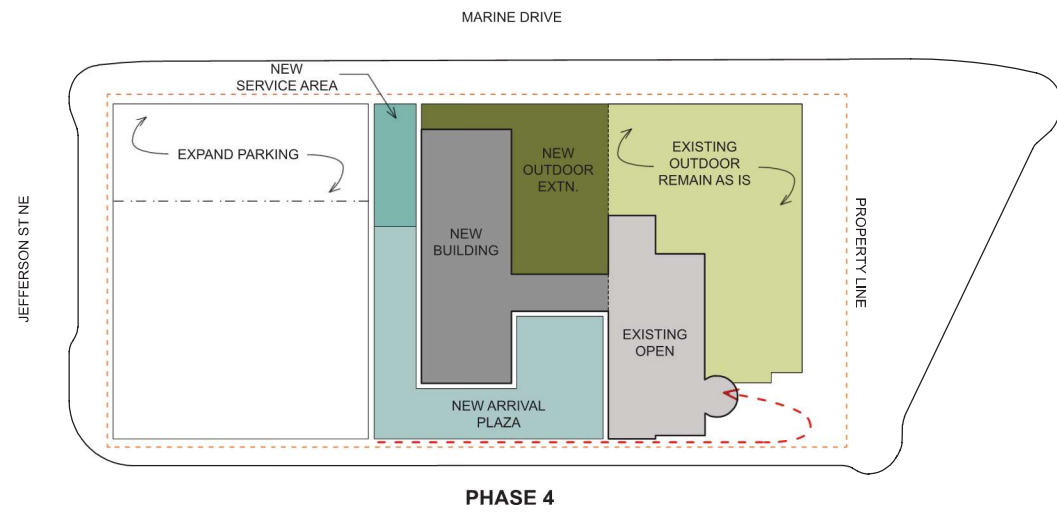
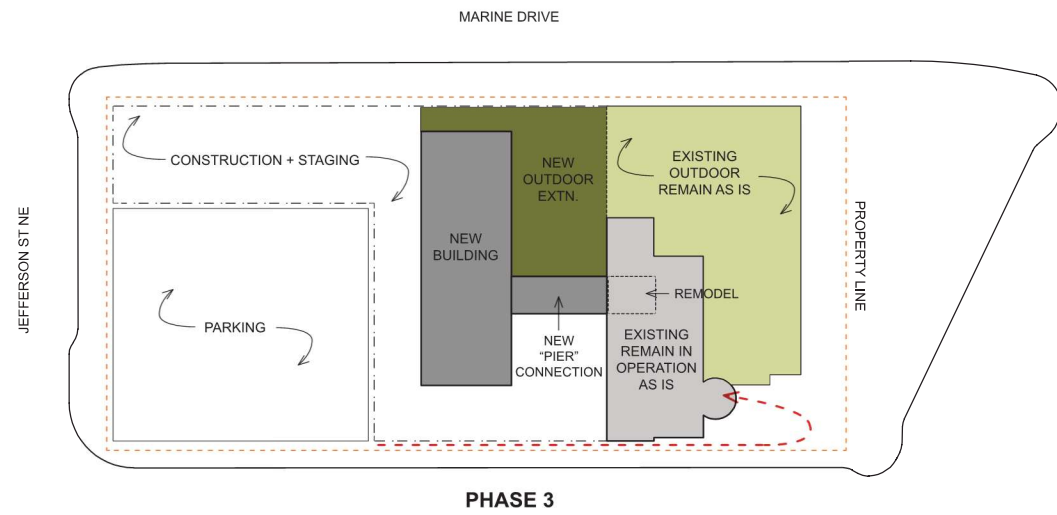
PHASE 1

OVERFLOW PARKING
ACROSS JEFFERSON ST NE

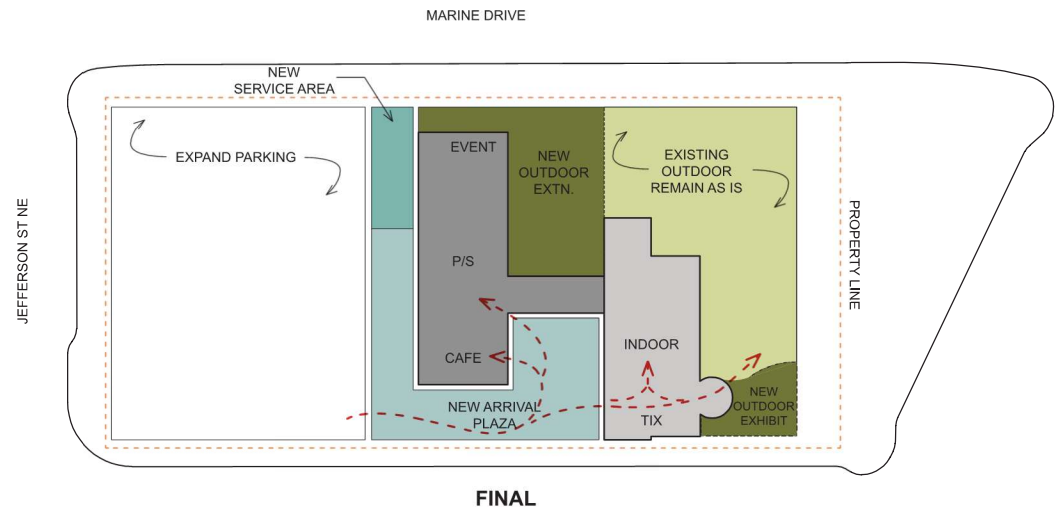
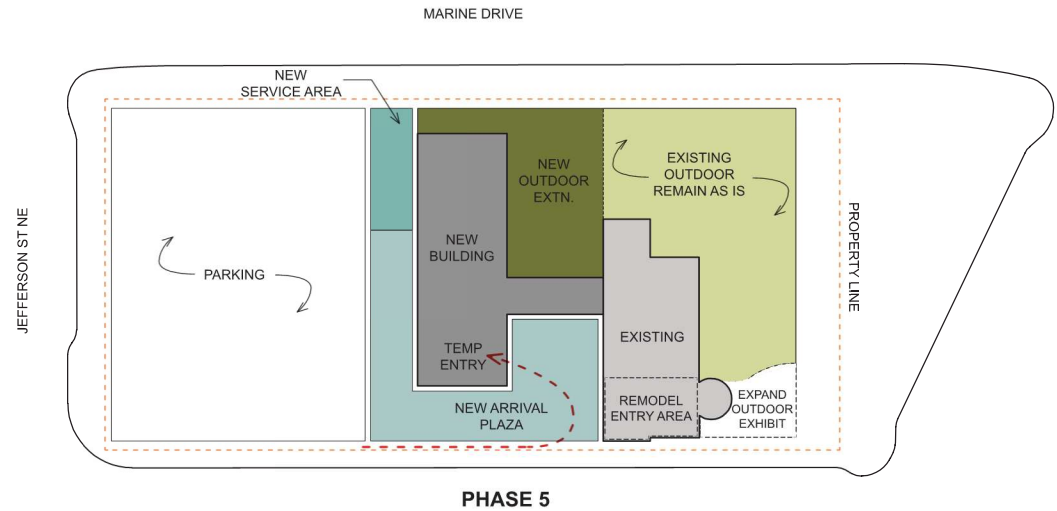


PHASE 2

PHASING CONCEPT



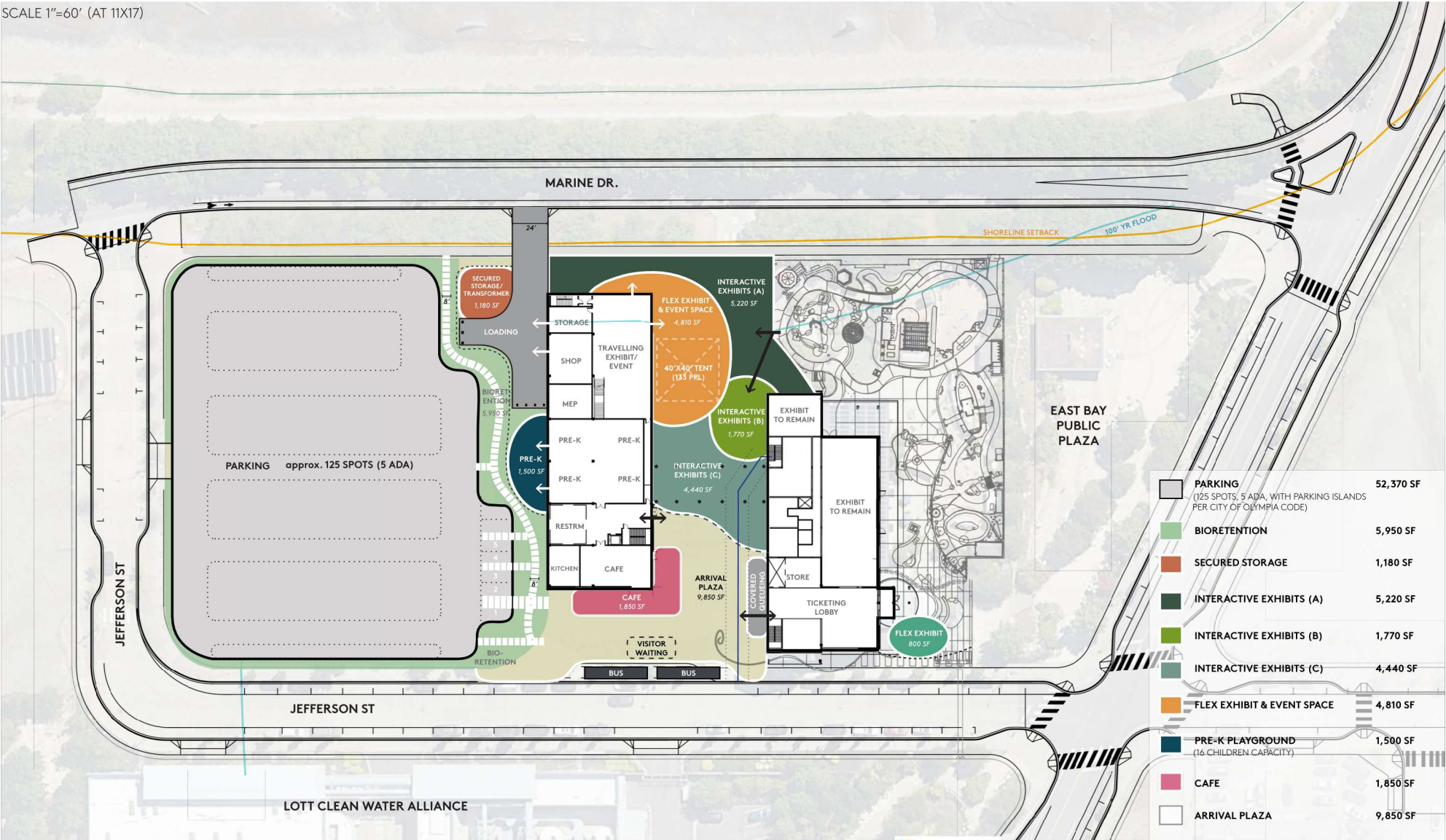
PHASING CONCEPT



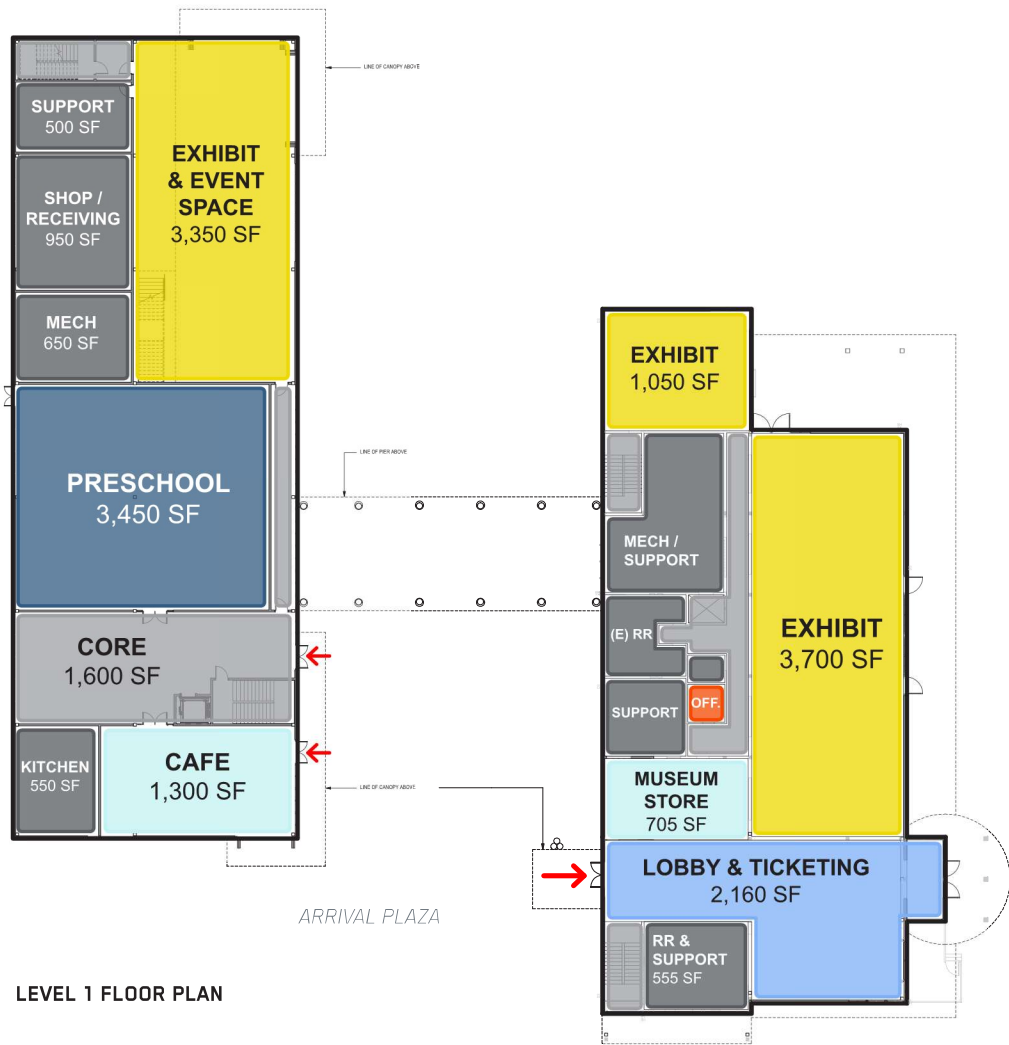
5. PLANS

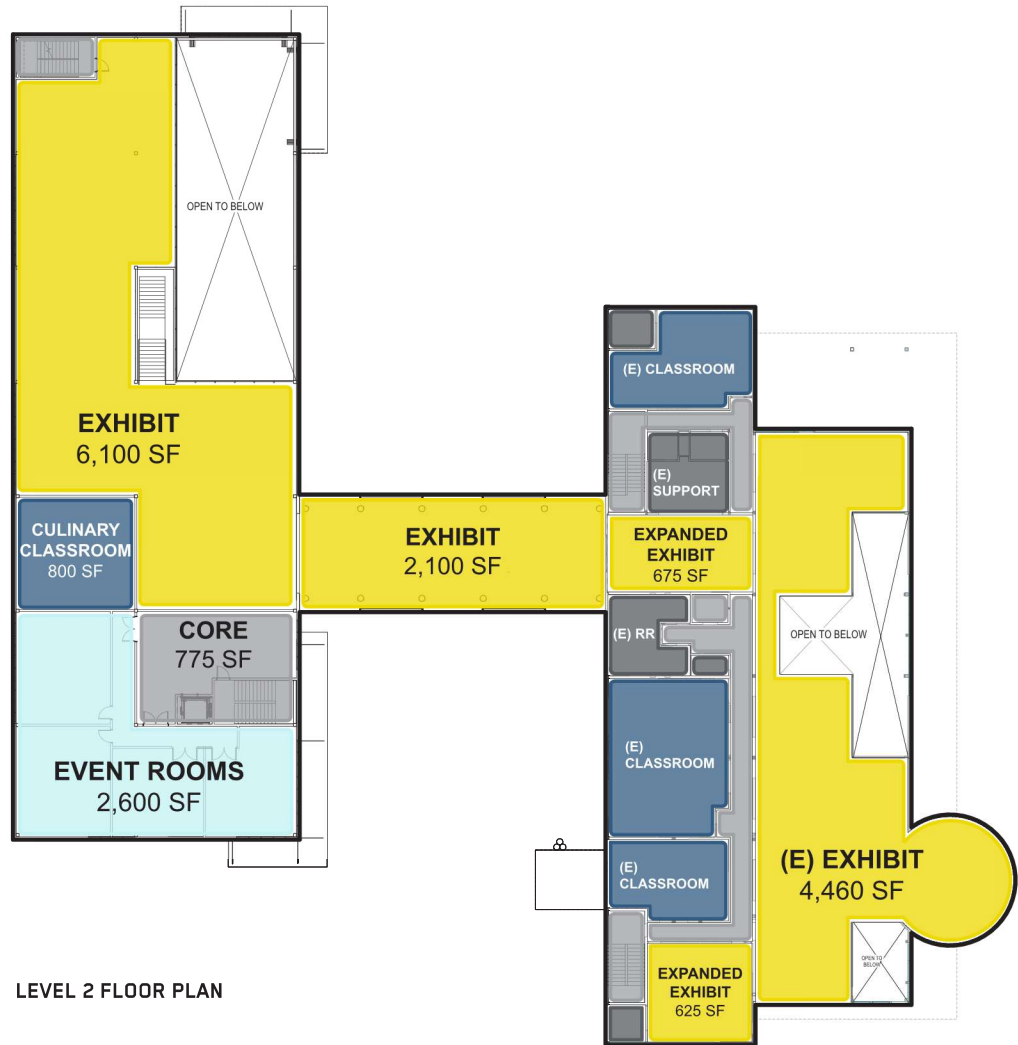
PLANS

SCALE 1"=60' (AT 11X17)

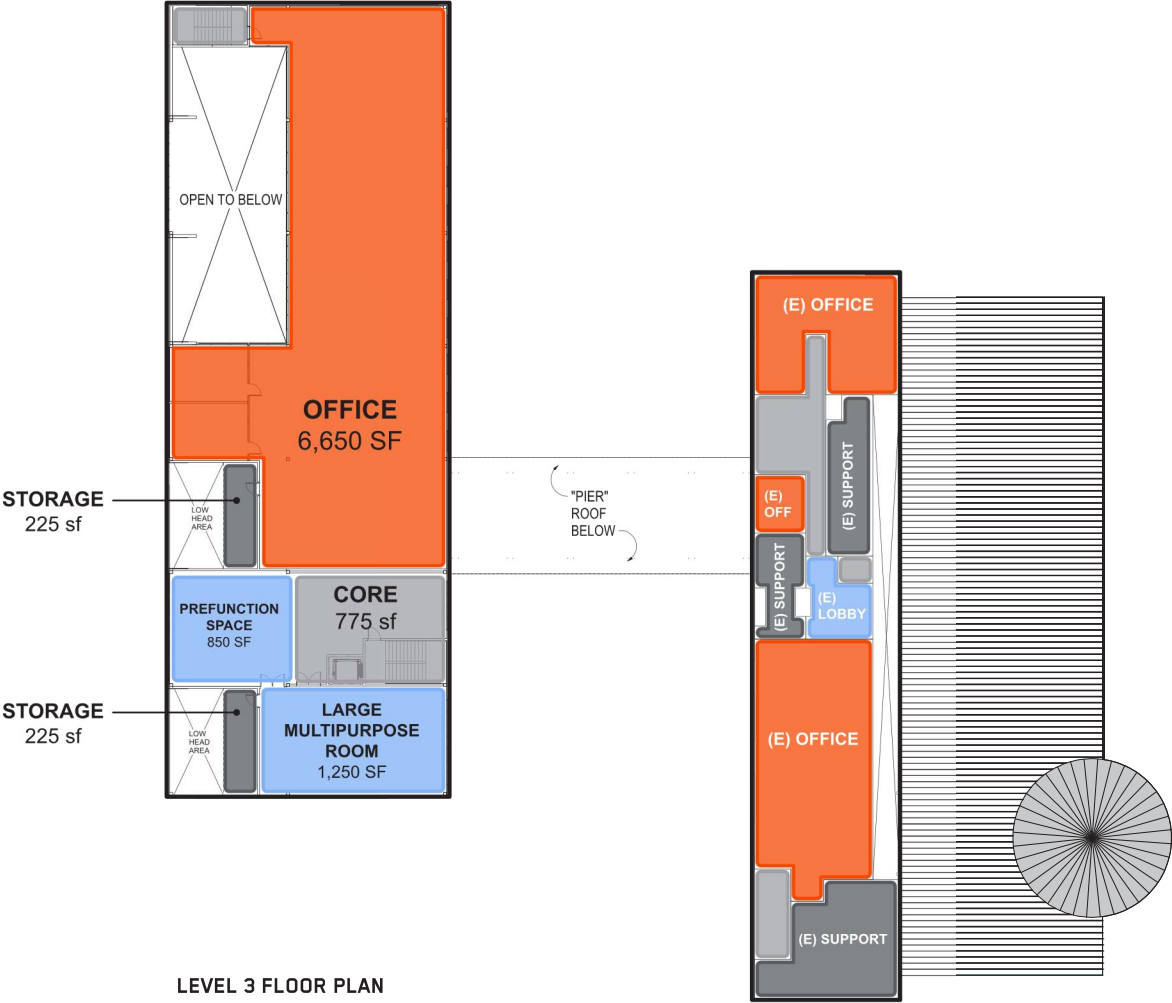


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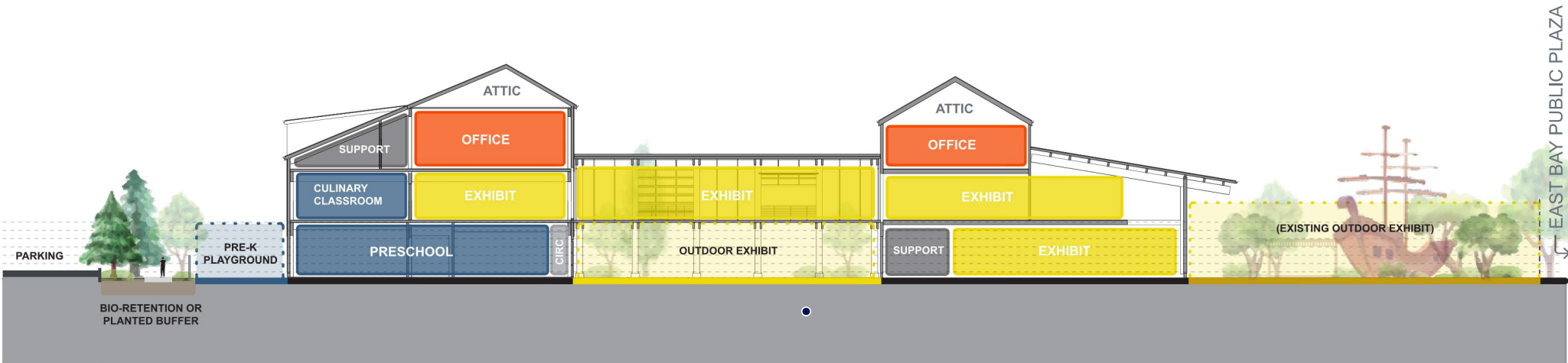




LEVEL 2 FLOOR PLAN



LEVEL 3 FLOOR PLAN



BUILDING SECTION

RENDERINGS



AERIAL VIEW



EVENT SPACE



EVENT SPACE



PIER FROM THE WEST



IN THE PIER



LEVEL 2 GALLERY

EXHIBIT C

VALIDATION PHASE WORK

The Owner and Design-Builder will negotiate the specific services, scope and deliverables to be included in the Validation Phase. The Validation Phase Work will generally include Predesign, Programming and Concept Design services and deliverables described below:

- Design-Builder Project Management & Administration to include, but not be limited to:
 - DB Project Management & Administration
 - Facilitate and Record Owner/Architect/Contractor (OAC) Meetings
 - Facilitate and Record Project Meetings and Design Meetings (Agenda and Meeting Minutes)
 - Cost Estimating and Budget Reconciliation
 - Value Engineering
 - Review and Quality Assurance/Quality Control on all documents and drawings
 - Scheduling/phasing
 - DEI outreach
 - Support Design Team and Owner in public & stakeholder outreach
 - Site Investigations
 - Design Team Management & Support
 - Project Pull-planning
 - Confirmation of Existing Conditions
 - Preliminary LEED Silver compliance checklist
 - Coordination with Exhibitory Design
 - Coordination of budget and schedule with donations
 - Assemble Validation Phase Record Document for Approval by Owner
- Design Team Tasks to include, but not be limited to:
 - Development of Project Program Document
 - Development of Owner's project requirements (OPRs)
 - Development of concept design
 - Assembly of key project materials & equipment information (cut sheets and/or outline specs)
 - Investigation into code requirements and City ordinance that might effect the project.
 - Support assembly of validation phase record document



September 15, 2025
Re: Hands On Children’s Museum Expansion – Validation Phase - Design and Precon
Attn: Jim Rioux, City of Olympia
CC: Heather Hocklander, Parametrix

Forma Construction is pleased to provide this proposal for the Validation Phase of the Hands On Children’s Museum Expansion Project. This effort includes development of the program, owner project requirements, and design documentation. Phase 1 (Design & Preconstruction) and 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.

This quote is a Not To Exceed quote based on current funding and project understandings. Review and update of scope and fee is expected at the end of the Validation Phase more information is learned about the project scope and funding.

This work will consist of the following phases:

- **Validation Phase – 12 weeks**
 - This phase generally includes predesign, programming, concept design.
 - Exhibit C of the draft contract describes the proposed deliverables.
 - This will include stakeholder outreach and recurring OAC meetings: a kick off stakeholder workshop, 3 facilitated stakeholder workshops, and a final presentation meeting all spaced a minimum of 2 weeks apart. Mutually agreed to days for workshops will be finalized at the Kick Off meeting. Preliminary schedule of workshop dates are included in this proposal. Between stakeholder workshops, weekly PM team OAC meetings will be held for administrative items.
- **Precon/Design Continuity Allowance:** to be used upon authorization from the owner to facilitate development of Phase 1 Documents starting ahead of vote by City Council to approve Phase 1 scope of work. Any of this allowance, if utilized, will be reconciled in negotiation of the Phase 1 Design/Precon budget.
- **Validation Contingency:** to be used upon authorization from the owner to facilitate unanticipated needs for additional site investigations, additional consultants, or supplemental services from consultants. Any of this contingency, if utilized, will be reconciled in negotiation of the Phase 1 Design/Precon budget.
- **Reimbursables Allowance:** the workplan document includes a \$2,000 reimbursables allowance for incidental project expenses (parking, meals during extended workshops, courier/delivery, and other minor project-specific costs). This number is included in the Validation Phase Fee. This is a conservative placeholder for the 12-week phase; all actual expenses will be tracked and billed as incurred, and any unused balance will be unspent and carried forward into the Phase 1 Design/Precon budget.

Not To Exceed Fee: \$555,590

Validation Phase	\$425,590
Precon/Design Continuity Allowance	\$100,000
Validation Contingency	\$ 30,000

A handwritten signature in black ink, appearing to read "Heather Skeehan", written over a horizontal line.

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

DocuSigned by:
A handwritten signature in black ink, appearing to read "Brian Rich", written over a horizontal line.

Brian Rich
FORMA Construction
360.754.5788
brianr@formacc.com



Attachments:

Draft cost model based on current funding information from Owner
Draft CPM
Draft Detail of design fees for Validation with consultants noted
Draft of Workplan for Validation Preconstruction
Draft of Validation Phase stakeholder workshop schedule
Rate schedule Preconstruction (FORMA) with inclusions/exclusions breakout of burdened rates
Rate schedule for Mithun and Frame are included in their respective proposals
Draft proposal for Mithun and Frame

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 Validation Phase

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. VALIDATION PHASE

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

During the Validation Phase, 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.

FORMA expects to serve as an integral part of the team during the Validation Phase. The objectives of the Validation Phase are to: 1) develop a final Project program and Owner Project Requirements, 2) determine overall site usage, 3) develop a cost model from which concept and future phase designs can be evaluated, 4) outline the overall Project schedule and 5) develop a concept design(s) which will form the basis for proceeding to Schematic Design. Following execution of the Agreement between the Owner and FORMA, in addition to the general services normally provided by a Design Builder during preconstruction, FORMA shall provide the following 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 conceptual design. Support the Design Team and Owner in the kick off meeting, stakeholder workshops, and a final meeting.
- 2) Review record drawings, geotechnical and wetland delineation reports, site survey and investigate the existing conditions at the Project site to ensure that the initial concepts and ultimately the final design documents will reflect the actual site conditions.
- 3) Procure new geotechnical, environmental, and survey documentation for the site with boundaries to be confirmed with the team. This may include but is not limited to borings, samplings, and other soil testing.
- 4) Review existing site and building program assessments made by the Architect and others and, if necessary, recommend and provide, when authorized by the Owner, additional tests or investigations to verify existing conditions and/or the capability of existing systems.
- 5) Assist in evaluating cost, schedule, feasibility and related aspects of alternative site layouts, use of some or all existing facilities, and alternative building configurations.
- 6) Work collaboratively with the Owner, Architect and Owner's Cost Consultant to develop, evaluate, and modify as necessary, a BIM cost model for continuous target value analysis for use during this and all future design phases. Update the target value portion of the BIM cost model for each project management meeting. Evaluate and utilize the BIM model as a collaboration tool for cost and feasibility studies.
- 7) Develop preliminary Project schedule, including potential construction phasing.

- 8) Provide comments on construction feasibility, alternative sequencing of work, designs or materials, if appropriate, including estimating services to evaluate critical elements of the design as they are formulated.
- 9) Develop preliminary LEED Silver Compliance Checklist in collaboration with Design Team.
- 10) Review the final Validation Design Drawings and Program Documents and provide cost control recommendations and constructability comments on the design to the Owner and Architect.
- 11) Prepare, in collaboration with the Owner and Design Team a construction cost budget for the entire work in CSI modified Unifomat, or other format approved by the Owner, based upon the Validation Design documents.
- 12) Identify and plan for early procurement of materials and equipment items.
- 13) Identify and plan for potential early works packages.
- 14) Support early identification and tracking of donated materials and fundable scope opportunities to support fundraising and grant outreach.
- 15) Develop with the Owner and Design Team a workplan for the subsequent phases that incorporates processes that reflect a collaborative approach to achieving the Owner's goals for the Project.
- 16) Develop draft outreach and inclusion plan in alignment with goals stated in RFQ.
- 17) Develop subcontracting plan. Identify all proposed subcontract bid packages that will encourage participation of small or underutilized businesses, any contemplated alternative subcontractor selection process permitted by RCW 39.10, all subcontract bid packages for which the Design Builder expects to complete, preliminary subcontractor scopes of work, the timing of solicitation of subcontractor bids for the packages to meet the Project schedule, major coordination issues with other packages, efforts to generate interest in the subcontractor community, and means to enhance the opportunity for local businesses to participate in performing the work.
- 18) Finalize scope, workplan, schedule and cost proposals for FORMA's preconstruction services.
- 19) In consultation with Program Expert, develop exhibit collaboration schedule and deliverables.
- 20) Proposals with deliverables and scope per design consultant attached to this document (as they are procured).



Estimate Totals
Hands On Children's Museum
Expansion

9/10/2025

GSF

18000

Description	SD Direct	Subtotals	SD total	SD Total \$/UM	UM
<u>Direct Costs</u>					
Base Bid	\$ 9,135,209	\$ 1,717,419	\$ 10,852,628	\$ 602.92	/SF
Subtotal Direct Costs	\$ 9,135,209	\$ 1,717,419	\$ 10,852,628	\$ 602.92	/SF
<u>Scope Contingency</u>					
Estimating/Design Contingency	\$ 913,521	10.00% \$ -	\$ -	\$ -	/SF
Escalation Contingency - July 2027	\$ 803,898	8.00% \$ -	\$ -	\$ -	/SF
Subtotal Direct Cost Contingencies	\$ 1,717,419	\$ 10,852,628	\$ -	\$ 10,852,628	\$ 602.92 /SF
<u>Reimbursable GC's</u>					
GC's	\$ 1,648,000	15.19% \$ -	\$ 1,648,000	\$ 91.56	/SF
Sub-Contract Bonds	\$ 108,526	1.00% \$ -	\$ 108,526	\$ 6.03	/SF
1.0 - MACC	\$ 1,756,526	\$ 12,609,155	\$ -	\$ 1,756,526	\$ 97.58 /SF
<u>Professional Services</u>					
Phase 1 DB Precon Services	\$ 250,357	1.90%	\$ 250,357	\$ 13.91	/SF
Site Investigations	\$ 65,883	0.50%	\$ 65,883	\$ 3.66	/SF
Design and Consulting	\$ 2,174,154	16.50%	\$ 2,174,154	\$ 120.79	/SF
Designer CA	\$ -	0.00%	Included \$ -	\$ -	/SF
Designer Travel Allowance	\$ -	-	Included \$ -	\$ -	-
Permits	\$ 12,609	0.10%	\$ 12,609	\$ 0.70	/SF
Testing/Inspections	\$ -		client direct \$ -	\$ -	/SF
Utility Connections	\$ -		client direct \$ -	\$ -	/SF
	\$ 2,503,004	\$ 15,112,159	\$ 2,503,004	\$ 139.06	/SF
<u>Project Contingencies</u>					
Professional Services Contingency	\$ 125,150	5.00%	\$ 125,150	\$ 6.95	/SF
DB Construction Risk Contingency	\$ 378,275	3.00%	\$ 378,275	\$ 21.02	/SF
Owner Contingency	\$ -	0.00%	client direct \$ -	\$ -	-
2.0 - GC Construction Contingency	\$ 503,425	\$ 15,615,583	\$ -	\$ 503,425	\$ 27.97 /SF
DB FEE	\$ 584,564	4.501%	\$ 584,564	\$ 32.48	/SF
3.0 - MADCC (DB contract)	\$ 584,564	\$ 16,200,148	\$ -	\$ 16,200,148	\$ 900.01 /SF

<p>■ Remaining Level of Effort ◆ Milestone</p> <p>■ Actual Level of Effort ▬ summary</p> <p>■ Actual Work</p> <p>■ Remaining Work</p> <p>■ Critical Remaining Work</p>		Page 1 of 2
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Preconstruction Services (FORMA)		
Preconstruction Services	\$ 65,090	See break down in attachment
Site Investigations	\$ 19,500	
Design and Professional Services		
Mithun	\$ 220,000	
Architecture	\$ 200,000	See draft proposal
Landscape	\$ 20,000	
FRAME	\$ 30,000	See draft proposal
Consultants		
Struct – StructureCraft or PCS	\$ 18,000	Budget number; ave hr rate of \$185/hr Budget number; ave hr rate of \$185/hr Budget number; ave hr rate of \$185/hr Budget number; ave hr rate of \$185/hr
Civil - Mayfly	\$ 18,000	
Mech/plumb – Sunset Air	\$ 18,000	
Electrical – Sare or Premier Power	\$ 10,000	
Lighting	\$ -	
Acoustics	\$ -	
Irrigation	\$ -	
Specifications	\$ -	
Geotech + Environmental - Geoengineers	\$ 30,000	Budget number; ave hr rate of \$185/hr
Validation FEE	\$ 425,590	



PDB - PRECON WORK PLAN

HOCM Expansion

Date 9/15/2025

HOCM Expansion

		Brian Rich	Heather Skeehan	Brian Shaffer	Joel Brown	Kacey Crow	Brianna Davies	Jessie Robertson	Marissa Woodard Nave	TBD
		PIC	SPM	Super	EST	PM	PE	BIM	Outreach	Safety
	HOURLY RATE	\$ -	\$ 138.00	\$ 154.00	\$ 115.00	\$ 115.00	\$ 86.00	\$ 115.00	\$ 115.00	
12	Validation Phase (12 weeks)									
	Facilitated Partnering	8	8	8	8	8	8	8	8	0
	Weekly Meetings	8	24	4	8					
	Stakeholder Workshops	8	8	8	8	8				
	Point Cloud Scan			16				24		
	Target Value Predictive Estimating		24	4	40	16	16			
	LEED/Sustainablity Planning		5				16			
	Cost Studies		16	8	24	4				
	Site Logistics Planning		8	8	8			2		
	Existing Conditions Investigation		8	16		16	16	16		
	Draft outreach planning		4						16	
	Coordinate Design Schedule		8	8	2					
	Design team oversight and management	8	40							
	Validation Subtotal	\$ -	\$ 21,114.00	\$ 12,320.00	\$ 11,270.00	\$ 5,980.00	\$ 4,816.00	\$ 5,750.00	\$ 1,840.00	\$ -

SUBTOTAL \$ 63,090.00

Total HOURS	32	153	80	98	52	56	50	24	0
Total Dollars by Person	\$ -	\$ 21,114.00	\$ 12,320.00	\$ 11,270.00	\$ 5,980.00	\$ 4,816.00	\$ 5,750.00	\$ 2,760.00	\$ -
								TOTAL STAFF	\$ 63,090.00

Subcontracted Services:					Units	Units	U/M	\$\$/UM	Total
Point Cloud Survey (if needed)					1.00	1.00	LS	\$ 12,000.00	\$ 12,000.00
Coring / selective demo invest.					1.00	1.00	LS	\$ 5,000.00	\$ 5,000.00
Join.Build Software					1.00	1.00	LS	\$ 2,500.00	\$ 2,500.00

TOTAL SERVICES	\$ 19,500.00
Reimbursibles Allowance	\$ 2,000.00

Grand Total DOLLARS	\$ 84,590.00
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RE: HOCM - Validation: meeting schedule

From Crystal Loya <crystall@mithun.com>

Date Wed 9/10/2025 4:30 PM

To Patty Belmonte <director@hocm.org>; Heather Hocklander <HHocklander@parametrix.com>; Heather Skeeahan <Heather.Skeeahan@formacc.com>

External sender <crystall@mithun.com>

Make sure you trust this sender before taking any actions.

Hi Patty,

Thanks for the notes. I've looked at calendars again and confirmed with Forma & Alissa. How does the following look on your end? Loose agendas same as before. [@Heather Hocklander](#) are you the one confirming availability with Jim Rioux?

- 9/17 9-1 confirmed
- 10/7 Mithun can be in Olympia 10-1. The meeting would probably only need to be 90 minutes so let us know when in that window works best for you.
- 10/29 Mithun can be in Olympia 1-3:30. The meeting would probably only need to be 90 minutes so let us know when in that window works best for you.
- 11/24 Most of the Mithun team can make it work anytime this day. The meeting would probably only need to be 90 minutes so let us know when works best for you.
- 12/3 Mithun can be in Olympia 1-3:30. The meeting would probably only need to be 90 minutes so let us know when in that window works best for you.

Thanks,

Crystal Loya—

she/her

Associate Principal

AIA, LEED AP BD+C

(206) 971 3427

mithun.com

From: Patty Belmonte <director@hocm.org>

Sent: Saturday, September 6, 2025 10:33 AM

To: Crystal Loya <crystall@mithun.com>; Heather Hocklander <HHocklander@parametrix.com>; heather.skeeahan@formacc.com

Subject: RE: HOCM - Validation: meeting schedule

Hi Crystal—see my notes below and thanks for considering my schedule conflicts.



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.

September 5th, 2025
Revised September 9th, 2025
Revised September 10th, 2025

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

Dear Heather:

Following last summer's Concept development and a successful RFP selection, Mithun is looking forward to starting design 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

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

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 Arrival 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
Outreach & Inclusion Manager: Marissa Woodard-Nave
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
 - Audio-visual
 - Envelope
 - Hardware
 - Vertical Transportation, if needed
 - Code Consultant, if needed
 - Accessibility Consultant, if needed
 - Security Consultant (cameras & access)
 - Traffic (parking studies), 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

Validation

Anticipated duration – 12 weeks

- Analyze site information / existing conditions.
- Develop 2 conceptual building and site diagrams / design schemes.
- Conduct a Design and Eco Charrette with Owner, key consultants, and Contractor to define project vision, branding, and community goals. Discuss relevant stressors and Owner's goals for long-term resiliency. Determine if specialty consultants are needed to develop design criteria that address selected resiliency goals.
- Civil and structural coordination.
- Site circulation evaluation and integration between new and existing building flows, coordination with parking consultant (if consultant is needed).
- Planning support for future site exhibit elements and an integrated indoor-outdoor visitor experiences.
- Update the design schemes based on Owner and consultant input. Upon agreement with the Owner, develop a preferred option to be the basis of Schematic Design.
- Develop a massing Revit model.
- Meet with the Owner and key consultants on a pre-determined basis and provide meeting notes. Current assumptions include one Kick-Off meeting, one Eco Charrette, and three design meetings.
- Assist the Owner in review of cost models for the proposed schemes.

Deliverables:

- Conceptual drawings and project data summarized in an 11 x 17 packet, including:
 - 3-D diagrams (views from Revit model) for each design option
 - Site Plan
 - Typical Plan Diagrams
 - Roof Plan, if needed
 - Building and site sections, if needed
 - Floor and building area matrix organized by use
 - Parking and loading quantities
 - Brief descriptions of unique features in each scheme, as applicable
 - Preferred option plans, elevations, and massing
- Program Information
 - Final program document for use in Phase 1
 - Development of Owner's project requirements
 - Assembly of key project materials & equipment information (cut sheets and/or outline specifications)
- Consultants' Validation deliverables will be included in the packet as applicable.

Design phases are draft scopes to be clarified through Validation phase. Fees to be verified by future change order.

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.
- 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, 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.
- 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;
 - 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.
- 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.

Contract Administration

Anticipated duration – 16 months

- Attend the pre-construction conference.
- Review Schedule of Values, Construction Schedule, Submittal Schedule, & other preliminary Contractor's submittals.
- Attend weekly progress meetings.
- Make up to 25 site visits and provide Field Reports. It is anticipated that most site visits will be scheduled on the same days as weekly progress meetings.
- Review submittals and mockups.
- Respond to Requests for Information.
- Issue Architect's Supplemental Instructions.
- Assist the Owner in determining whether any work should be rejected.
- Review contractor's punch list and conduct up to two Substantial Completion walk-throughs.
- Issue the Certificate of Substantial Completion.
- Conduct up to two final walk-throughs to confirm punch list items are complete.
- Review contractor-generated O&M manuals and warranties for completeness.
- Review contractor-generated Record Drawings and Record Project Manual for completeness (Contractor is responsible for accuracy of these documents).

Deliverables:

- Field reports
- ASIs
- Construction Documents that include revisions implemented by the architect and consultants in the course of contract administration.

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 Validation	\$200,000
Landscape Validation	\$20,000
<i>Total</i>	<i>\$220,000</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	\$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.

Notice to Proceed: Agreement between Prime Consultant and Architect

Agreement Made this Date:

09/30/2025

Between Project Prime Consultant:

FORMA CONSTRUCTION

Brian Rich, Project Executive

Cc: Heather Skeeahan

500 Columbia St NW Suite 201, Olympia, WA 98501, USA

Heather.skeeahan@formacc.com | 253.408.0168

And Architect/Consultant:

FRAME Architecture Design & Planning LLC

Dbas: FRAME | Integrative Design Strategies

Alissa Rupp, FAIA, Owner and Principal

4459 Renton Ave S, Seattle WA, 98108, USA

Alissa@FrameDesignStrategies.com | 206.234.7217

Project Data:

Project:	Hands On Children's Museum - Expansion	FRAME Project #:	24030.20
Location:	414 Jefferson Street NE, Olympia WA 98501		
Description:	Progressive Design/Build project for new building and site construction at Hands On Children's Museum.		

Scope of Services:

Tasks: FRAME will serve as "Project Type Consultant" for architectural and exterior program elements for Children's Museum spaces; consulting with FORMA (prime consultant), owner, developer, A/E team and contractor team. Work is based on experience with the architecture and engineering design concerns that relate specifically to similar project types. Work is advisory and will not include consulting regarding local codes, means and methods, detailed engineering review, warranties or regulatory review.

Specific tasks include:

- Review potential expansion concepts; evaluation of 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
- Review Operations, Staffing and Capital Campaign implications
- Milestone Reviews of document sets, pricing, takeoffs
- Facility Impact Plan will be developed in Schematic Design.

Schedule: Schedule will be tied to the design, construction and installation schedule at the new building. Phase durations and project coordination to be set and managed by FORMA.

Compensation: Invoices will be submitted monthly, indicating via invoice line items the hours spent for the defined phase of work. Invoices are payable within 30 days of receipt.

Work will be performed by members of the FRAME team on an hourly basis, as directed by Prime Consultant and Owner. Subconsultants to FRAME will be billed with a 12% administrative fee added.

Hourly rates are as follows:

- Principal: \$185 per hour professional services, \$80 per hour travel time.
- Exhibit Designer: \$125 per hour professional services, \$65 per hour travel time.
- Graphic/Interior Designer: \$110 per hour professional services, \$55 per hour travel time.

Work will be billed based on time spent with a “Not to Exceed” (NTE) limit, and FRAME will notify the Prime Consultant if that NTE amount is being approached before the work is complete. NTE amount is based in part on the published schedule for the work, +/- 10% of durations. Design phase fee to be established during Validation Phase and incorporated via Change Order. The projected hourly NTE limits at the commencement of this contract, including travel time, are as follows:

Validation Phase:	\$30,000	12 weeks
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Expenses: Approved travel expenses and other approved reimbursables will be included in monthly invoices. Other project-related expenses are expected to be minimal, and may include printing, shipping, meeting attendance or expedited correspondence. All project expenses will be billed with a 12% administration fee added.

Terms:

General

- Standard of Care: The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- Insurance: The Architect shall maintain General Liability, Automotive Liability and Professional Liability insurance through the duration of this agreement.
- Mutual Indemnification: Consultant and Prime Consultant (each an “Indemnifying Party”) shall indemnify and hold harmless the other party (each an “Indemnified Party”) and its officers, employees, officers, directors, trustees, and consultants 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 acts or omissions of the Indemnifying Party, its employees and its consultants related to the Services or to a material breach of this Agreement. Indemnifying Party’s obligations to indemnify and hold Indemnified Party harmless does not include a duty to defend.
- Liability: Architect’s liability hereunder shall be limited to the total fees paid for services rendered and shall not include any consequential damages or contingent liabilities.
- Confidentiality: Architect recognizes that they may have access to confidential project and financial information which they will protect and treat as strictly confidential.
- Copyright: The Architect and their subconsultants are the authors and owners of the instruments of service (including drawings, documents and files) and retain all copyrights.

7. Marketing and Promotion: The Architect may use images, photographs and documents related to the project (not designated as confidential by Prime Consultant or Owner) for marketing or promotion of the Architect, their firm, or individual team members.
8. Conflict Resolution: Prime Consultant and Architect will endeavor to amicably resolve any conflicts related to this agreement or the scope of work described herein. If such resolution is not possible, any claim or formal dispute arising related to this agreement shall be resolved via mediation. If mediation is not successful, the claim will revert to litigation by a court of law. The jurisdiction(s) for conflict resolution will be the project location.

Modifications and Amendments to this Agreement

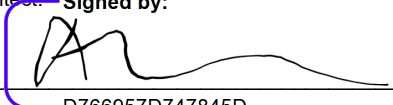
9. Added Services: Additional areas of work may be added or modified via mutually acknowledged email confirmation (including tasks and expected number of hours or expected fee per task). Except for services required due to the fault of the Architect, additional services shall entitle the architect to additional compensation and an appropriate adjustment to the project schedule. Correspondence regarding additional services will be designated as amendment(s) to this agreement, attached to this authorization and become part of the agreement.
10. Subconsultants: No subconsultants to FRAME are anticipated at the time of signing. Should subconsultants be approved by the Prime Consultant, subconsultant work will be billed hourly, within the NTE amount, including a 12% administration fee. Subconsultant agreements will include requirements that bind any principals, employees or subconsultants to the terms of this Agreement.
11. Revisions: This agreement may be extended and may be subject to revision at the time of extension. Revisions and extensions will be documented by amendment, and attached to this authorization, and will become part of the agreement.
12. Cancellation: This agreement can be canceled at any time, by either party, without cause. In case of cancellation by Prime Consultant, fees for work done up to the date of Architect notification will be documented via an invoice payable within 30 days of receipt.

Attachments:

- NA

Authorization:

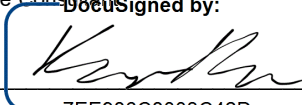
By signing this Notice to Proceed, Prime Consultant certifies that they have the authority to enter into this contract; that Consultant is authorized to proceed with the scope of work as described herein; that Consultant is authorized to invoice for that work per the terms above; and that Consultant can expect to be compensated based on the terms herein.

Architect: Signed by: 
Signed for: FRAME Architecture Design + Planning LLC

By: Alissa Rupp, FAIA
Owner / Principal

xxx
9/17/2025 | 9:35:54 PDT

Date signed

Prime Consultant: Signed by: 
Signed for: FORMA

By: Brian Rich VP
[Print Name]

9/18/2025 | 1:16:51 PDT

Date signed

EXHIBIT D

PHASE 1 WORK (TO BE INCORPORATED VIA CONTRACT AMENDMENT)

The Owner and Design-Builder will negotiate the specific services, scope and deliverables to be included in Phase 1, which will be incorporated into the Contract via amendment. The Phase 1 Work will generally include the development of the project design documents to be utilized for Owner approval at project milestones, permitting by authorities having jurisdiction, and subcontractor bidding and buyout for the Project. Design scope and deliverables during Phase 1 is anticipated to align with the Basic Services, Extra Services and Other Services described in the Washington State Office of Financial Management (OFM) Guidelines for Determining Architect/Engineer Fees For Public Works Building Project (A/E Fee Guidelines), dated July 1, 2015 as they relate to Schematic Design through Bidding phases. Phase 1 services and deliverables will include:

- Design-Builder Project Management & Administration to include, but not be limited to:
 - DB Project Management & Administration
 - Facilitate and record Owner/Architect/Contractor (OAC) meetings
 - Facilitate and record project meetings and design meetings (Agenda and meeting minutes)
 - Cost estimating and budget reconciliation
 - Ongoing
 - At key design milestones
 - Value Engineering (VE) review and VE Log
 - Ongoing
 - At key design milestones
 - Constructability Review (CR) and CR Log
 - Review and Quality Assurance/Quality Control on all documents and drawings
 - Assist Owner in Project funding process
 - Scheduling/phasing
 - Logistics Planning
 - DEI Outreach
 - Survey of existing Project site
 - Hazardous materials testing, report and design
 - Geo-Technical investigation and report
 - Design team management & support
 - Project pull-planning
 - Permit submittals and management
 - Bid Package Planning
 - Subcontractor bidding & buyout
 - Early construction package planning and execution
 - Early procurement package planning and execution
 - Assemble GMP Amendment packages for negotiation, review and approval with/by the Owner
 - Assemble GMP Amendment for the Phase 2 Construction Services
- Design Team Tasks to include, but not be limited to:
 - Attend OAC meetings
 - Attend miscellaneous project meetings and project design meetings
 - Public and stakeholder outreach and documentation
 - Support Design-Builder and Owner in project funding process

- Develop Project design, permitting and construction documents (Refer to OFM A/E Fee Guidelines)
- Assembly of design documents (drawings, specs, etc.) for Owner review/approval at project milestones of Schematic Design, Design Development, Permit Documents and Construction Documents
- Support permitting process with Design-Builder and authorities having jurisdiction

EXHIBIT E

CONSTRUCTION GENERAL CONDITIONS WORK (TO BE INCORPORATED VIA CONTRACT AMENDMENT)

Section 1. Relationship to Construction General Conditions Price

The Construction General Conditions Price identified in Section 7.4 of the Progressive Design- Build Contract shall be the, all-inclusive, sole reimbursement for all costs and expenses associated with the Construction General Conditions Work regardless of whether such work is provided directly by Design-Builder or General Contractor (if not the Design-Builder), or indirectly via subcontract or vendor agreement.

Cost of the Phase 2 Services as identified in Section 7.6 of the Progressive Design-Build Contract shall not include any additional Construction General Conditions Work that is not identified in this Exhibit E. Owner and Design-Builder or General Contractor (if not the Design-Builder) may choose to negotiate and include additional Construction General Conditions work beyond that which is described herein.

Section 2. Construction General Conditions Work

Design-Builder shall be responsible for all required Construction General Conditions Work, in connection with the Phase 2 Services, as well as the performance of the related obligations, as described below. All costs contained below shall be the actual cost necessarily incurred in the completion of the Work. (Note that General Conditions Work related to Design-Builder (or General Contractor, if Design-Builder is not the General Contractor) self-performed work shall not included in these General Conditions costs, but shall be included in the subcontract package for the self-performed work.)

- A. Supervisory and Administrative Personnel** (also includes General Contractor if Design-Builder is not the General Contractor) Wages and salaries of the Design-Builder's supervisory and/or administrative personnel approved in advance by the Owner, are to be reimbursed at actual cost, excluding bonuses/incentives or any other adders.
1. All Design-Builder's supervisory and administrative personnel engaged in the on-site performance of Phase 2 Services, including **but not limited** to the Design-Build Project Manager, Construction Manager, Construction Superintendent(s), Construct Project Engineer(s), and those other personnel responsible for managing and implementing Design-Builder's project administration, scheduling, cost control, billing, health and safety, QA/QC, sustainability, diversity and inclusion, surveying, BIM/innovation and expenses. **For clarity, only the Design-Builder's craft labor shall be excluded from this category; any other on-site personnel provided by the Design-Builder (or General Contractor if Design-Builder is not acting as the General Contractor) shall be included as General Conditions and covered by the Design-Builder's General Conditions Price.**
 2. Time of Design-Builder's supervisory and administrative personnel engaged off of the Project Site to support the Phase 2 Services, including visits to suppliers and manufacturing locations, attendance at workshops, travel, and other activities required for the coordination, of production or transportation of material or equipment necessary for the Phase 2 Services, but only for that portion of their time required for the Phase 2 Services.
 3. Time of the Design-Builder's personnel stationed at the Design-Builder's principal or branch offices and performing Phase 2 Services, with the Owner's prior approval. **For clarity, this does not include time and other associated costs of the Engineer of Record (Design Consultant) associated with providing submittal reviews, responding to RFIs, and other**

construction administration activities necessary to ensure the construction complies with the design intent. Those costs shall be included in the fees of the Engineer of Record (Design Consultant).

4. Employee benefits, premiums, taxes, insurance, contributions and assessments for all personnel covered by the General Conditions Price, and as required by law and collective bargaining agreements. For personnel covered by the General Conditions Price but not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions paid by the Design- Builder, to the extent such costs are based on wages and salaries paid to supervisory and administrative personnel of the Design-Builder. All payroll taxes are subject to capping. Bonuses, stock options, expense accounts/allowances, profit sharing and other discretionary payments for personnel are not reimbursable directly, but are to be recovered by the Design Builder's Fee.
5. The reasonable cost of vehicles, travel, accommodations, and meals for the Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Phase 2 Services, subject to the Owner's prior approval. Daily commuting costs (time, vehicles, transit, etc.) for the Design-Builder's personnel between their place of residence and/or the Design-Builders office and the jobsite are not reimbursable directly, but are to be recovered by the Design Builder's Fee.

B. Field Office(s) for Design-Builder Staff (also for General Contractor if Design-Builder is not the General Contractor). All work associated with establishing, operating, maintaining and demobilizing Design-Builder's Field Office including, but not limited to:

1. Design-Builder Field Office mobilization and demobilization
2. Field Office trailer rental
3. Field Office decks, ramps, stairs, railings and other access-related structures or equipment
4. Field Office furniture and equipment
5. Field Office janitorial
6. Field Office supplies. Without Owner's prior approval, expenses related to catering, food or beverages are not reimbursable directly, but are to be recovered by the Design Builder's Fee.
7. Field Office Computers and related equipment, software, and maintenance
8. High speed internet service
9. All jobsite communication tools, equipment, and services for the Project including:
 - Cellular phones, and cellular phone service, including long-distance calls
 - Telephones, and telephone service, including long-distance calls
 - Jobsite radios
10. Copy machines, fax machines, printers, scanners, and paper shredders for onsite document reproduction
11. Document reproduction services (off-site or custom)
12. Postage, courier, and express delivery
13. Accounting and data processing costs directly associated with this project. Home office

IT, centralized data processing, corporate cloud services, etc., are not reimbursable directly, but are to be recovered by the Design Builder's Fee.

14. Construction-specific travel, not associated with personnel commuting, including vehicle, fuel and maintenance costs.
15. Scheduling expenses
16. Job meeting expenses necessarily incurred.

C. Construction Supplies and Support Areas

1. Temporary parking and laydown areas both on and/or off-site, including rental areas
2. Storage facilities, both on and off site, whether owned or rented, with owner's advance approval, if owned by the Design-Builder.
3. Incidental construction equipment, small tools, tool shed, and consumables not customarily owned by workers and required for the performance of the Work.
4. Fuel for onsite equipment
5. Surveying equipment and supplies
6. Project specific signage

D. Temporary Amenities and Utilities (includes hookup, metering, maintenance and consumption costs, when applicable)

1. Drinking water
2. Temporary toilets
3. Temporary water distribution and meters
4. Temporary fire protection
5. Temporary power
6. Temporary and emergency lighting
7. Temporary construction facilities and services
8. Temporary heat, ventilation and humidity control
9. Temporary weather protection and dewatering
10. Temporary storm water control, conveyance and containment measures, if not included in the earthwork subcontract package
11. Temporary walls, barricades, barriers, canopies, steps, etc.
12. Temporary signage and wayfinding
13. Temporary construction fencing
14. Temporary security cameras, intrusion alarms, fire extinguishers, etc.
15. Temporary security guard, watchmen or fire watch
16. Temporary tree and plantings protection

E. Site Maintenance and Site Cleanup

1. Site security

2. Fencing, barricades, partitions, protected walkways, and other measures used for traffic control on site
3. Site erosion and sedimentation control
4. Daily site cleanup, dumpsters, and garbage/recyclables disposal
5. Cleanup at Substantial Completion

F. Health and Safety

1. Personal protective equipment (PPE) for Design-Builder's staff, personnel and visitors
2. COVID-19 related PPE (e.g., face masks, face shields, etc.) and all other COVID-19 related safety implementation measures (e.g., temperature check stations)
3. Confined space entry, including personnel protective and monitoring equipment, standby personnel, and all related costs
4. Handwashing stations, hand soap, and handwashing signage
5. Alcohol-based hand sanitizer
6. First aid
7. Fall protection
8. Safety program administration and training
9. Drug testing
10. Background/criminal history check
11. Safety signage

G. Project Documentation

1. Photographs to document pre-field investigation and pre-construction conditions
2. Superintendent's daily reports
3. Project progress photos
4. Reference manuals
5. Project redline drawings

H. Design-Builder owned equipment

1. Computers, Radios or phones or any other Design Builder owned Equipment.
2. Electronic Equipment: Hardware to be included in the Owned Equipment rental log, and rental rates based on 2 year estimated useful life. All software rates to be evaluated and negotiated prior to being charged to the project and shall be based on specific project use for individuals on the project. CAD/BIM Machine rental to be based on CAD/BIM machine operator hours. Computer hardware and software located in the Home office or other offsite office are not reimbursable directly, but are to be recovered by the Design Builder's Fee.

EXHIBIT F

**EQUIPMENT RATE SCHEDULE
(TO BE INCORPORATED VIA CONTRACT AMENDMENT)**