



Client

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Proposal Overview

As part of an NIH grant (Grant Number: 1R25GM132950), the Missoula Public Library will create a two-story DNA sculpture and climber within the new main public library.

An interactive DNA Climber exhibit, a health- and genetics-themed climbing structure for pre-school and elementary-age children that evokes a strand of DNA. Building on strong evidence that physical exercise promotes children's academic success (Castelli et al, 2015) and responding to community demand for indoor recreation opportunities for children, especially during Montana's cold winters and increasingly severe wildfire seasons, the DNA Climber will provide a space where preschool and elementary learners can move their bodies while learning about healthy living, genetics, and STEM role models in their community who work in fields tied to genetics. At the center of the building and visible from the street, the exhibit will serve as an iconic backbone for the Link and a hub for the project's programming.

Scope of Work

This scope for work is for the design only of the DNA sculpture and climber with the intent of leading to a separate contract for fabrication and installation once the design is completed and signed off by Client.

Process Curiosity will lead the project management and will be supported by other designers to ensure final design documents are sufficient for fabrication. The design team will include:

- Scott Jones, Principal of L&S Distribution. Scott is a fabrication and process expert and has been involved with the conceptual planning for this climber. He will lead in identifying fabricators and materials for this project and be the PM for during construction.
- Beecher Walker & Associates will be a sub-contractor to Process Curiosity. They will provide architectural and engineering services leading to stamped construction documents for the fabrication of the DNA climber. Beecher Walker is a leader in custom architectural structures with a long list of amusement parks and attraction clients.

The project will identify designs for the following components: collaborate with community co-design work through workshops and design sprints; design documents



for a DNA Climber on second level of library and DNA sculpture between first and second floors; graphic design and support content development for sculpture and climber; and design of supplemental tabletop DNA builder experiences.

Supplemental Information:

- Addendum 1: Conceptual design for DNA climber.
- Addendum 2: Project Budget estimate for Design and Fabrication based on NIH grant funding. Detail Design budget to be developed prior to Fabrication contract.

Deliverables

Process Curiosity proposes the following deliverable to achieve the above scope of work:

Project Management & Community-based Design:

- In collaboration with grant PI, Holly Truitt will design and co-facilitate community-based design sprints and workshop to inform the design of all elements of the DNA climber experiences. Tentative workshop timeframe: October 2019. Travel costs for this included in the consulting fee.
- Facilitate a specific in-person design sprint to focus on direction, intent, and building needs for the climber.
- Identify fabricators best suited for the construction of climber and sculpture.
- Provide detailed fabrication and budget estimates to ensure costs stay in line with grants funded budget.
- Develop Graphic design style guide and collaborate with local content specialists on the content needs for fabrication.

DNA Climber architectural services:

Schematic Design Phase:

- Further clarification of the Client's project philosophy, design intent, and project needs.
- Review the project schedule and architectural milestones with the client before issuing an AIA contract for the project.
- Generate schematic design floor plans and elevations.
- Communicate with Missoula City regarding permitting issues.
- Work on preliminary budget with pre-construction team.
- Field verify existing conditions, document floor plans, elevations, and structural systems.

Design Development Phase:

- Complete floor plan and elevation design, major architectural details, and material selections.
- Identify and coordinate with structural and other groups.
- Review the project budget with the engineering and construction team.



Construction Documents Phase:

- Develop complete architectural construction document drawings.
- Further coordinate with electrical, structural, lighting, and mechanical and fire engineering groups.
- Further coordinate city permitting.
- Coordination of structural.
- Printed sets as required for jurisdiction to use for approval and Permit phase.

Note: Building construction is well underway on this project. Process Curiosity will do everything it can provide design and construction schedules of climber for coordination with building construction. Updated timeline schedule for fabrication will be provided as design details progress. A fabrication contract may need to overlap with design in order to maintain a fabrication and installation schedule that best aligns with building construction and opening.

Cost Estimate

A fixed-rate fee is proposed to complete the above scope of work and deliverables.

Summary of Work	Timeframe	Cost
Design Services	Sept-Nov 2019	\$90,000
<u>Deliverable Total Cost</u>		<u>\$90,000</u>
Additional Travel Expenses beyond First meeting		Reimbursable

All travel-related expenses (first design meeting included in service fee) as well as all other required incidentals such as printing and courier services, are to be considered reimbursable expenses. Process Curiosity is responsible for managing the total cost of, using a cost + 10% method.

Payment schedule will be billed as follows:

- First invoice deposit to begin work, \$45,000 (50% contract amount);
- Second invoice, \$22,500 (25% contract amount) October 1, 2019;
- Third invoice, \$13,500 (15% contract amount) November 1, 2019;
- Final invoice, \$9,000 (final 10%) to payable upon delivery of final design documents.

Additional strategic consulting work can be provided on either a fixed fee or an hourly rate of \$225/hour. Process Curiosity will provide estimates of cost, in writing, for any additional scope of work added to this proposal on an as-needed basis.

Work Authorization

Authorization relates to scope, budget, terms, and conditions presented in this written estimate.

This is our agreement of understanding. This Agreement constitutes the entire agreement of the Parties and may not be altered, unless the same is agreed upon in writing, signed and acknowledged by the Parties. Please review carefully the scope of work as outlined above. This bid is subject to (+/-) 10% adjustment. Substantial changes to this scope may require re-estimation of the project timeline and/or budget. Changes in scope of work and/or project specifications will require a written revision of the information, and you will be billed an additional amount as outlined in the following terms.

1. All information and materials prepared by Process Curiosity (PC) as a result of the Services and provided to the Client, whether oral or in writing, and including, but not limited to, financial information, drawings, sketches, charts, schedules, description, notes, status, reports, calculations, budgets, programs, architectural information, concepts, ideas, models, prototypes, designs, contracts, plans, analyses, designs and specifications shall be considered confidential information of the client and shall not be disclosed by PC to any person, firm, corporation or other entity except as specifically authorized in advance in writing by the client.
2. PC's ability to meet deadlines is predicated upon the client's provision of all necessary information and approvals in a timely manner.
3. Unpaid balances will accrue at a rate of 1.5% per month, plus any costs of collection and reasonable attorney fees.
4. Unless otherwise stated in writing, the information contained in this work authorization is valid through the contracted project. Proposals approved and signed by the client are binding as of the date of the client's signature.

Term, Confidentiality, Non-Disclosure and Non-Circumvention

1. Each Party will not in any manner, solicit, nor accept any business in any manner from neither sources nor their Affiliates, which sources were made available through this Agreement, without the express permission of the Party who made the source available.
2. The Parties will maintain complete confidentiality regarding each other's business sources and/or their Affiliates and will disclose such business sources only to named Parties pursuant to the express written permission of the Party who made the source available.
3. The Parties will not disclose names, mailing and legal addresses, email addresses, telephone and fax or telex numbers of business contacts to third parties, each recognizing such contacts as the exclusive property of the respective Party providing the information, and will not enter into any direct negotiations or transactions with business contacts introduced by that other Party.
4. Each Party will undertake not to enter business transactions with banks, investors, sources of product, sources of funds, sellers, buyers, or other bodies, the identities of which were made known to that Party and which have been provided by the other Party to this Agreement, unless written permission has been obtained from the Party providing that information. The Parties also agree not to make use of a third party to circumvent this clause.
5. In the event of circumvention of this Agreement by any Party, directly or indirectly, the circumvented Party shall be entitled to a legal monetary penalty equal to the maximum profit it should realize from any and all transactions in which it has been circumvented plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost profit. All consideration, benefits, bonuses, participation fees and/or commissions received under this Agreement, relating to any and all transactions will be allocated as mutually agreed.
6. This Agreement is valid for any and all mutually agreed transactions between the Parties herein.
7. The duration (term) of this Agreement shall be valid for the deal herein described and shall be eventually extended or renewed as may be agreed between the parties, in case of new deals.

Miscellaneous

1. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid, or illegal, but any unenforceable, invalid, or illegal provision shall simply be stricken from the Agreement and all the other terms and conditions of the Agreement shall remain in full force and effect.
2. Client agrees to indemnify, save and hold harmless PC from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this proposal. Under such circumstances PC shall promptly notify Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) PC provides Client with commercially reasonable assistance, information, and authority necessary to perform Client's obligations under this section. The client will reimburse the reasonable out-of-pocket expenses incurred by PC in providing such assistance.
3. The consideration stated herein is contractual and not a mere recital. The Parties hereto execute and deliver this Agreement after being fully informed of its terms, contents, and legal effect, and each represents that it has been fully advised by counsel concerning its rights with respect to the execution of this Agreement, and that no compromise or representation of any kind other than contained herein has been made to any of them.
4. The Parties certify that they have read this Agreement in its entirety, have consulted with or had the opportunity to consult with counsel as to the meaning and intent of the terms and conditions contained herein (or knowingly waived the opportunity to do so), execute this Agreement having complete understanding of the consequences hereof, and are in possession of a resolution from their respective legal entities authorizing them to execute this Agreement on behalf of the respective Party.
5. The Parties agree and acknowledge that this Agreement is the result of their mutual efforts and that they are all drafters of this Agreement, and that no court, arbitrator or other adjudicating entity shall construe the terms of this Agreement against any Party as a result of its authorship.
6. All notices required to be given by the terms of this Agreement to any Party shall be deemed to have been given when sent by electronic mail, registered or certified mail, return receipt requested, postage prepaid, facsimile transmission with confirmed receipt, or personally delivered to the address of the Party set forth in this Agreement.
7. The rights and liabilities of the Parties hereto shall bind and inure to the benefit of their respective successors, assigns, heirs, executors, and administrators, as the case may be, except that none of the Parties shall assign or otherwise transfer this Agreement and/or any part hereof, or any of the obligations due hereunder, (including, but without limitation, any monies which may become due hereunder), other than to an affiliate, without the express written consent of the other Parties.
8. Any attempt to assign or otherwise transfer absent such written consent shall be void. Consent to assignment of this Agreement shall not be unreasonably withheld. Unless specifically neither provided in any written consent to an assignment of rights under this Agreement, no assignment shall in any way release or relieve the assigning Party from its obligations under this Agreement nor shall it discharge the assignor from any duty or responsibility under this Agreement.
9. Unless expressly provided otherwise in this Agreement, nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by a Party to any other person, corporation, firm or entity, or give any rights in or benefits under this Agreement to any person, corporation, firm or entity other than the Parties hereto.
10. This Agreement may be executed in counterparts and by electronic means, including facsimile signatures, and any such execution shall be valid and fully binding on the Parties.
11. This Agreement shall be valid and binding when fully executed by all Parties with electronic signature.



12. Arbitration: in case of any dispute that may arise between the Parties, that cannot be solved by amicable negotiation and talks, the Parties agree This Agreement shall be governed by and construed in accordance with the rules and regulations of the International Chamber of Commerce of the United Kingdom unless mutually agreed otherwise by the parties, without giving effect to its conflict of law rules. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be resolved exclusively by arbitration in accordance with the International Chamber of Commerce (ICC) (the "Rules"), except to the extent such Rules are modified herein or by a subsequent written agreement signed by both parties hereto. The language of the arbitration shall be English and the place of the arbitration shall be the State of Utah, which the parties hereby acknowledge as convenient. There will be a sole arbitrator to adjudicate any dispute who shall be appointed by the ICC in accordance with the Rules of the ICC. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award shall include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered into by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. A request for interim measures, including injunctive relief and prejudgment attachments or garnishments, by a party to a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.
13. No bond shall be required by either party.

Blake Wigdahl, Principal
Process Curiosity, LLC.
847 S 700 E
Salt Lake City, UT 84102

8/20/19

Date

Client Authorization

Client Signature/ Authorization	_____	Date	_____
Print/ Type Name	_____	Title	_____

Addendum One: Conceptual Design of DNA climber

DNA CLIMBER

LEARNING GOALS

Active movement is good for the brain and body. It is developmentally relevant and teaches social skills, developing rules for play and to follow them, communication, and physical fitness.

From Montana Early Learning Standards:

Learning Goal 1: Active Movement

Standards:

Standard 2.2 Gross Motor Skills: Children develop large muscle strength, coordination and skills.

Standard 2.3 Children will develop sensorimotor skills as they explore using their senses.

Standard 2.6 Physical Fitness: Children demonstrate healthy behaviors that contribute to lifelong well-being through physical activity.

Standard 2.7: Safety practices and awareness of rules. Children develop an awareness and understanding of safety rules as they learn to make safe and appropriate choices.

Standard 3.1 Receptive Communication to listen and observe to make sense of and respond to other forms of communication

Standard 3.2 Expressive Communication using sounds, facial expressions, gestures and words.

Standard 3.3 Social Communication with others in effective ways.

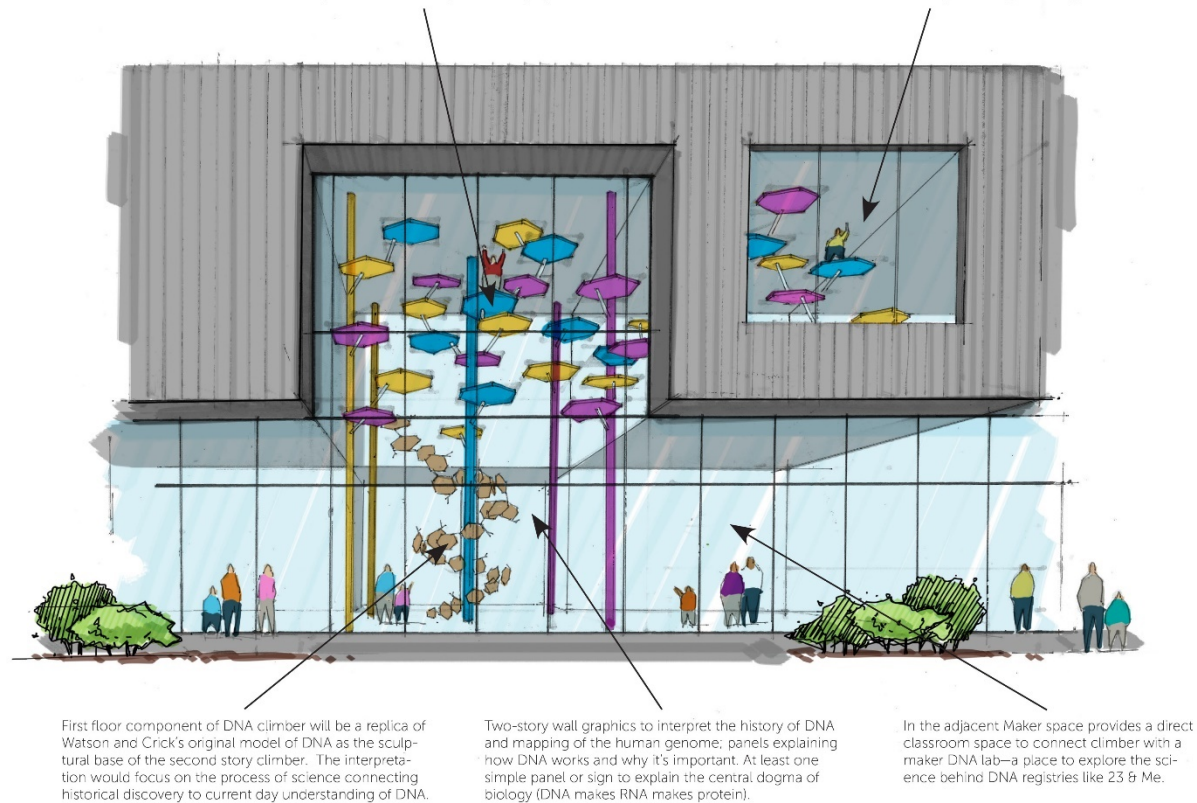
Standard 4.1 Curiosity: Children develop imagination, inventiveness, originality and interest as they explore and experience new things.

DNA IS THE CODE OF LIFE.

- DNA is found in all living things.
- We all share the same four base pairs (A, T, G and C) with every living thing on our planet.
- A sense of wonder and appreciation for the small molecule that encodes all the recipes and instructions for life.
- Connection of DNA back to oneself and one's own traits.
- Connection to health care professions.

The second story enclosed DNA climber with base pair (A, T, G, and C) platforms that extend over the two-story opening in the building. The climber will have a visual connection to the sculpture below and adjacent wall graphics.

Entrance to the climber is from the second floor. Climber entrance will allow all abilities to experience the climber. In association with the climber, interactive and interpretive content exploring DNA entry exhibits would explore: manipulating base pairs (A, T, G & C) as a tower building challenge; explore traits with mirrors to look at earlobe shape or tongue curling, etc.



Addendum Two: Design & Fabrication Budget (estimated costs)

Design Cost Detail provided in this contract.

Production cost estimate for the fabrication of the following items:

- DNA Climber fabrication and Installation;
- DNA Sculpture fabrication and installation;
- Graphic design and printing for Climber content;
- Tabletop DNA experience fabrication and install;
- Construction Project management.

Interactive Exhibition Design and Construction Pro Forma			
<i>(Does Not include Building Costs)</i>			
Design Fees			
	Schematic	\$ 27,000	6.0%
	Detail	\$ 58,500	13.0%
	Expenses	\$ 4,500	1.0%
Total Fees		\$ 90,000	20.0%
Production Budget			
	Production	\$ 292,500	65.0%
	Installation	\$ 67,500	15.0%
Total Production Budget		\$ 360,000	80.0%
Total Exhibit Budget		<u>\$ 450,000</u>	<u>100.0%</u>