

Request for Proposals

NISQUALLY RED WIND CASINO EXPANSION AND RENOVATION – PHASE 1 DESIGN SERVICES

Issued: October 1, 2025

Due: By 4:00 PM Pacific Standard Time, October 23, 2025

For further information contact:

Greg Morris, Senior Project Manager, Wenaha Group
gregm@wenahagroup.com

The Nisqually Red Wind Casino (NRWC) Olympia, WA, is seeking complete design services for its Expansion and Renovation – Phase 1 Project.

NOTICE TO PROPOSERS – ALL PROPOSALS SHALL BE:

- Submitted via email to:

gregm@wenahagroup.com
cynthiap@wenahagroup.com
expansion@redwind.net

- Electronic proposals will be received until: **October 23, 2025 at 4:00 PM PST**
- The email subject shall read:
**“Nisqually Red Wind Casino Expansion & Renovation – Phase 1
(Insert Proposers Name)”**
- All proposals shall be in the format requested or they may be rejected by the owner.
- It shall be the proposer’s responsibility to ensure that the proposal is submitted to the specified email addresses listed before the time and date set for proposal closing as noted in the solicitation.
- The owner will not be responsible for proposals delivered to any location other than the email addresses listed. Proposals delivered to another email address will be considered non-responsive.
- RFP documents will be distributed by Greg Morris, Senior Project Manager, Wenaha Group, GregM@wenahagroup.com.

The Owner may rescind this RFP prior to closing, reject any or all proposals upon a finding it is in the Tribe’s interest to do so, and/or rescind the award of any contract at any time before the execution of said contract by all parties with no liability against the Owner.

| PROPOSAL AND AWARD TIMELINE: | |
|------------------------------|---|
| 10/01/2025 | RFP issued |
| TBD | Site visits/preproposal discussion shall be scheduled individually with each proposer as requested and coordinated. |
| 10/10/2025 | Last day for questions to be submitted |
| 10/23/2025 | Proposals due by 4:00 PM Pacific Standard Time |
| 10/27/2025-11/07/2025 | Evaluation Committee Meets to Review Proposals |
| 11/10/2025-11/21/2025 | Notification of highest ranked firms and interview |
| 12/03/2025 | Notice to Proceed |

NRWC reserves the right to modify this schedule at its discretion. Notification of changes in the response schedule, if any, will be made via addendum.

Proposers shall disclose all casino/hospitality work they are currently involved with (pre-design, design, construction, post construction services, etc.) within western Washington and shall describe the scope of the work.

Current anticipated Total Complete Phase 1 project budget is \$60m.

PROJECT DESCRIPTION

The award-winning Nisqually Red Wind Casino has become the South Sound’s go-to spot for gaming, dining, and entertainment. Boasting an expansive 46,000 square foot gaming floor, the casino offers more than 1,600 slot machines, Keno, Sports Betting, and a plethora of table

games. There are also multiple dining venues from fast casual to fine dining, including the Medicine Creek Deli, Pealo's Bar, Coho Sports Lounge, the award-winning River Water Bar & Grille and its newest addition - The Delta, a four station Quick Service Food Hall, featuring Italian, Asian, Tex-Mex and Coffee/Ice Cream shop.

The casino offers more than just exciting and state-of-the-industry gaming and dining – it offers community. The casino's design, accents, and hospitality all seek to incorporate the local tribal presence. Built to resemble a traditional native longhouse, the Nisqually Red Wind Casino itself pays homage to its namesake.

The Nisqually Red Wind Casino's current facility was built in 2004 and was expanded in 2015 to increase the gaming floor and office space. Parts of the facility have been renovated over the years with the most recent renovation being the Delta Food Hall. With Phase 1 of this project Red Wind Casino is planning to expand with additional gaming floor space, additional administrative and storage space, and renovate its current facilities to create a cohesive-intentioned updated facility. Future phases of the project may include the addition of an event center, additional food and beverage facilities, a hotel, as well as additional parking structure.

The design shall take into consideration the Nisqually Tribe's heritage and values. Red Wind Casino is a regional facility looking to enhance and expand its current client experience and client base.

Phase 1 will include, at a minimum, the following:

- Additional gaming floor to accommodate up to 600 machines, additional restroom facilities x 2 (women's, men's, family), circulation, and associated back of house needs.
- Addition of approximately 60,000 sq. ft. of administrative, operational, and departmental storage needs.
- Renovation of existing facility will include, at a minimum: improving spacing of current machine layout (currently floor is tight), revamping loading dock/receiving, potential relocation of soft-count and main cage, evaluation of kitchens, Team Member dining room, property wide storage needs, repurposing of current BOH spaces considering administrative space addition, etc.
- Current Phase 1 is to be designed to accommodate potential future phases to include event center, additional F&B options, hotel, and garage additions.
- Design of Phase 1 shall create an intentioned-cohesive feel throughout the property.

PROJECT SCOPE

The scope of the services will include a complete design of all Expansion and Renovation - Phase 1 elements to include construction administration. An outline of some of the expected elements to be awarded through this RFP include but are not limited to:

1. Coordination with all project team members including but not limited to
 - a. Red Wind Casino (RWC), Medicine Creek Enterprise Corporation (MCEC), and Tribal Council, including appropriate staff and representatives
 - b. RWC and MCEC leadership
 - c. Building code compliance consultants and departments
 - d. Authority Having Jurisdiction (AHJ)
 - e. Nisqually Tribal Gaming Agency
 - f. Owner's Representative
 - g. Contractors (anticipated AIA A133 2019 CMAA)
 - h. Special Inspectors
 - i. FFE Procurement
 - j. OSE Procurement

- k. Art consultant
 - l. All RWC vendors
 - m. Gaming vendors
2. All coordination for procurement of building permits, plan reviews, alternate code compliant design solution efforts, all inspections, and associated sign offs with issuance of certificate of occupancies and all other requirements to occupy and utilize each area of work at its completion.
 3. Mitigation of risk of existing condition impacts during construction including investigation and documentation of existing conditions via cloud scanning, onsite investigations, existing as-built document investigation, exploratory work, etc.
 4. Assist with planning for future phases to include potential event center, additional F&B options, hotel, and garage additions. One of the desired outcomes is that the deliverable is seamless, consistent, concise, captures the future vision and can be easily understood by those not intimately involved with the project. This process shall include the development of a comprehensive logistics planning package for the entirety of the property for the organization's growth and improvements over the next 5 - 10 years.
 5. Detailed and complete program development with deliverable that captures the facility standards that are to be utilized in the design for this project, and future projects. Program to be documented and provided in MS editable format to the Owner.
 6. Design will be developed and issued to support the implementation of fast-track construction to enable a reduced overall design/construction schedule and will have multiple permit and CD packages, multiple work phases (and associated completion dates).
 7. Proposer shall include complete imaging scanning of all spaces (including above ceiling and exterior) to be impacted by the design and construction and provide scans to the owner for their future use. Scan deliverables shall be included in live files, pdf files, and CAD model. Dimensional information shall be accessible within the scan files for any point in the scan.
 8. Existing site utilities – Existing information regarding site utilities (domestic and fire water; sanitary and storm sewer; gas, power, communications, fiber optics) is minimal and unreliable. Provide design and services to create a comprehensive as-built documents and design of corrective work as required.
 9. Proposer shall include Revit 3D modeling for the project and shall be the controller and manager of the Revit model. Model shall be used for BIM execution plan amongst design and construction teams. Model versions will not be formal contract documents but will need to adhere to BIM protocols. Final Revit model shall be provided to Owner for Owners future use.
 10. Complete design of the scope of the project including all services required to comply with applicable codes and facility requirements including but not limited to:
 - a. All design services to provide the complete project including FF&E by experienced team members.
 - b. Phasing with inclusion of all design required for complete temporary provisions to construct the project while maintaining all operations onsite. Temporary conditions design shall also include removal and restoration at the completion of the primary construction activity.
 - c. Specific specialty design services shall include the following:
 1. Food service (FOH and BOH) – specific venue types and menus will be determined in design phase. Expectation is that the proposer will bring to

the team subconsultants with specific expertise in the selected venues and kitchen design, as well as addressing the Team Member dining experience.

2. Wayfinding signage (including coordination with existing). This scope includes the entire property including but not limited to the interior and exterior building signage, and site signage. Deliverables shall be prepared to allow for implementation in phases, if desired by the Owner.
 3. Commissioning of all systems.
 4. Low voltage systems to integrate with existing systems, e.g., IT, A/V, IPTV, Gaming, Access Control, Lighting Control, Building Automation System, Life Safety, etc.
 5. Fixtures Furnishings and Equipment.
 6. The proposer shall identify, in detail, any and all other areas of the design (provided by delegated, contractor, vendor or any other party that is not part of the proposer's team and fee proposer) that will be required and that are not included in the proposal.
- d. Design shall comply with current building codes, to include addressing existing conditions in areas affected by the scope of the project.
11. Budget validation processes - The selected designer shall evidence at each design milestone that the design conforms with the project budget. Budgeting shall include allowances for undefined elements and contingency recommendations.
 12. Quality control and assurance – The designer shall implement a comprehensive quality program to assure that all deliverables are of the highest quality possible, are complete, coordinated, and meet the requirements of the Owner.
 13. Schedule development and management – The designer shall develop and update a comprehensive design phase project schedule that complies with the owner's schedule. The schedule will be updated monthly (in the monthly design report) or more frequently if required by the Owner. The designer shall provide highly qualified resources as necessary to provide the services within the established schedule. Construction is planned to begin no later than July of 2026 and complete by June of 2027.
 14. Presentations – Designer shall provide presentations to RWC and MCEC leadership, and possibly Tribal Council, at each milestone as well as when needed. Presentations will be both in person and online. Deliverables will be in hard copy and electronic. Formal presentation documents and final approval documents using images will be complete and photo realistic rendering quality.
 15. Document management – Designer shall provide a single location for all project documents in a controlled access online environment for access by the project team at any time. Organization shall be coordinated with the Owner.
 16. FF&E design services shall include quantification of each FF&E component and recommendations for extra stock.
 17. OS&E design services shall include quantification of each OS&E component and recommendations for extra stock.
 18. Onsite representation – The designer shall provide onsite presence as needed throughout the design phases. Substantial time during the design phase for the designer's staff and consultants is anticipated to develop knowledge of the facility as well as relationships with the project team.
 19. Services will include coordination, scheduling, and documentation (agenda, minutes, etc.)

of all meetings that include the proposer. All agendas will be issued a minimum of 24 hours prior to the meeting and minutes issued within 24 hours after the meeting. All documents are to be issued in live MS file formats.

20. All site visits by any member of the design will be followed up by a written report with content as required by the Owner. Each trip shall be preceded by an agenda of planned activities and followed by a report of the visit that includes a recap of each of the planned activities and other relevant information.
21. Design scope includes transitions from existing facilities to Phase 1, and Phase 1 to future considerations, and operational use and maintenance considerations including:
 - a. Completion of all areas affected by Phase 1 work.
 - b. Work identified and required to enable the future Phases.
 - c. Design supports and enhances the ability to clean, service, and maintain all elements of the Project for the entire life cycle.
22. Complete Construction Phase Services Including but not limited to:
 - a. Staffing - The designer shall have dedicated CA staff that are empowered to respond to all questions from project team members. The lead person shall be onsite weekly during the final design phase (minimum) and throughout the construction phase to facilitate the flow of information and to respond to any issues that may arise throughout construction. This person will be designated as a key member of the team and named in the proposal response.
 - b. Administration – Designer shall provide complete administration of the design team, documentation of all meetings (including agendas), publish draft and final programs and facility standard documents, complete coordination with building code consultant and special inspectors, full administration of FF&E reviews and approvals, reviews of all billings, change requests, with written responses and recommendations.
 - c. All RFIs shall be returned with appropriate and complete responses a maximum of 7 calendar days of issuance. All submittals shall be returned with appropriate response within a maximum of 14 calendar days of issuance. Appropriate responses do not include references to future documents yet to be issued.
 - d. Provide tracking and reporting of all project elements to ensure that the services being provided are compliant with the agreement.
 - e. Conformed construction documents. Provider shall provide a recommendation for frequency of issuance of conformed construction documents throughout the construction phase and include provisions for the same in the Not to Exceed (NTE) fee proposal.
 - f. Contractor billings shall be reviewed with written recommendations to the owner and contractor within 4 business days of issuance.
 - g. All design revisions that have a potential impact to the project cost or schedule issued after Construction Documents in each construction phase shall be accompanied by an executive cover report issued to the Owner that includes a summary of the issue, any anticipated impacts, root cause of the need to issue the revision, and steps the Designer will take to address any potential similar issues including a time frame to implement those steps.
 - h. Contractor change requests will be reviewed in detail with written recommendations returned to the Owner within 7 days of issuance. Written documentation shall include specific information as required by the Owner including but not limited to identification of the source of the change, the design team's review of the proposed pricing and schedule impacts, that the scope is

appropriate for the given change, etc.

- i. Punchlist and Closeout – for each phase closeout services shall be provided including punch list development, documentation, and verifications.
23. Proposer to include a description of the proposed project team with a concise presentation of the team structure and members. The design is expected to consist of members with proven experience and exceptional performance in the following disciplines (not a comprehensive list):
- a. Architect
 - b. Civil design
 - c. Structural engineering
 - d. Fire protection engineering
 - e. Mechanical engineering
 - f. Plumbing engineering
 - g. Electrical engineering
 - h. Low voltage systems engineering
 - i. Lighting Design
 - j. Interior design – with experience in each area of design
 - k. Food venues (FOH and BOH) and kitchens
 1. Interior design
 2. Kitchen design
 - l. Life safety/Building safety compliance
 - m. ADA compliance
 - n. Art consultant
 - o. Wayfinding design, but not signage
 - p. FF&E design
 - q. OS&E design

PROPOSAL CONTENT FOR EVALUATION

The Proposers shall provide the following information, clearly separated by tabs, in the order listed below. Each point will be scored by the number of points listed next to the information. The points listed are the maximum amount that can be given during evaluation.

- 1. Cover Letter** (0 points – for information only)
- 2. Executive Summary** (0 points – for information only)
- 3. Firm Information** (0 points)
Describe your firm including ownership structure, number of employees, service area, and length of time in the industry.
- 4. Team Presentation:**
 - a. Proposer to include a description of the proposed project team with a concise presentation of the team structure and members. The design team is expected to consist of firms and staff with proven experience in tribal gaming and exceptional performance.
 - b. **Proposer's Firm Experience (15 points)**
Briefly describe your firm's relevant experience in three (3) similar projects within proximity to the western Washington region; provide projects that are expansion and major renovation projects. If unable to provide three recent (3) similar projects within close proximity to western Washington, then provide similar examples from projects located in similar cultural conditions. For each of the projects include the following information:
 - i. Name
 - ii. Location

- iii. Schedule dates
 - 1. Design start
 - 2. CD Issuance
 - 3. Construction Completion
- iv. Costs
 - 1. Total Project Budget
 - 2. Initial and Final Design Cost
 - 3. Initial and Final Construction Cost
- v. Point of contact with the client with email and phone contact numbers
- vi. Brief description of a relevant key challenge on each project and what your firm did to overcome the challenge

c. Proposer Staff Experience (25 points)

- i. For the key individuals on your project team that will have the most client and project team interface provide the following for each team member:
 - 1. Resume of qualifications.
 - 2. Professional history including any significant past employers with relevant date and position information.
 - 3. Time with your firm and time in the industry.
 - 4. Amount of onsite time for each key individual and when it will occur throughout the delivery of the project.
 - 5. Identify 3 relevant and recent past projects, provide the same information noted in 4b - i., ii, iii, iv., and v. above for each.
- ii. Identified key members shall be committed to the project and not changed out for any reason within the control of the proposer unless required by the Owner. Owner can require the change out of a team member if deemed necessary by the Owner.
- iii. Key members include but are not limited to:
 - 1. Principal in charge
 - 2. Project architect
 - 3. Project designer
 - 4. FF&E designer
 - 5. Lead Construction Administration (if not Project architect)
 - 6. Others as named by the proposer
 - 7. Others as determined by the Owner (post proposal but pre award)

d. Subconsultant Firm Experience:

- i. Provide the same information as noted in above section 4b.

e. Subconsultant Staff Experience:

- i. Provide the same information as noted in the above section 4c for the key personnel in the design phase and construction phase.

5. Project Approach (30 points)

- a. **Overall Philosophy and Approach** - Describe in a narrative your proposed approach to delivering and managing the project expertly and efficiently, including your team's participation (such as distribution of tasks, travel, and duration of time for which staff will be on site and during what periods of time, etc.) Please also describe what approach you will take to foster teamwork and cooperation from CMAA's, designers, and all team members and what you will do to minimize adversarial relationships.
- b. **Relationships** – Describe your team's culture and how you build and maintain

relationships while delivering your services.

- c. **Quality of Design Services and Deliverables** - Describe your firm's internal controls that you will utilize to ensure that the services provided are of the highest quality, complete, coordinated, and error free. Provide a description of how your firm assures that documents are complete for each given milestone, including provisions for existing conditions, and include a copy of your written quality program as an attachment to your proposal. (Attachment is excluded from the page count limit.) Also provide samples of all deliverables to evidence your firm's efforts. These reports will be part of the monthly project status report provided by your firm. (Attachment is excluded from the page count limit.)
- d. **Project Budget** - All designs will be required to conform to the project budget. Any redesign to achieve this conformance is included within the base scope of services. Provide your firm's process to ensure that the design as presented in each phase is within the established budget.
- e. **Existing Conditions Considerations** - Describe your team's approach to developing existing condition knowledge development.
- f. **Team Development** - Describe your firm's approach to vetting and selecting the subconsultants. Also include how your firm will address specialty elements for various components of the design. Include a statement of justification on each of their introduction pages to explain why the proposer chose them and believes them to be the best option for the team.
- g. **Design Revision Expectations** – Based on the proposer's experience with similar recent projects and in consideration of the scope of the Project provide each of the following that the Owner should expect if the proposer is selected to provide the services for the Project:
 - i. Number of delays resulting from design issues
 - 1. During design phases
 - 2. During Construction phases
 - ii. Number of cost impacts resulting from design issues
 - iii. Number of RFIs
 - iv. Number of Owner driven revisions during construction:
- h. **Scope of Services Evaluation** - Describe your firm's evaluation of the scope of services described in the RFP, provide recommendations for consideration by the Owner for other services, or revisions to the scope that should be considered.

6. Proximity to the project: (10 points):

- a. Describe the proposer's proximity to RWC and what effect this will have in the design and management of the project.

7. Fee Proposal and Agreement: (20 points)

- a. Provide a fee proposal for design services on the attached proposal form. Provide supplemental documents as needed.
- b. Provide a Fee Schedule of Hourly Rates used to calculate the above fees, see the attached form.

INDIAN PREFERENCE

THE PROPOSERS SHALL COMPLY WITH ALL REGULATIONS AND PROVISIONS OF TITLE 42 (TRIBAL EMPLOYMENT RIGHTS ORDINANCE) OF THE NISQUALLY TRIBAL CODE (AVAILABLE AT [WWW.NISQUALLY-NSN.GOV/FILES/6215/7143/9817/TITLE_42 - TERO AMENDMENT 1.PDF](http://WWW.NISQUALLY-NSN.GOV/FILES/6215/7143/9817/TITLE_42_-_TERO_AMENDMENT_1.PDF)),

INCLUDING SECTION 42.03.3 (NATIVE PREFERENCE IN CONTRACTING). IN ACCORDANCE WITH TITLE 42, PREFERENCE MAY BE APPLIED TO BUSINESSES THAT HAVE BEEN CERTIFIED BY THE TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) OF THE TRIBE. IT IS THE SOLE RESPONSIBILITY OF THE RESPONDENT TO OBTAIN THIS CERTIFICATION BY THE RFP'S SPECIFIED CLOSING DATE. THE NRWC WILL NOT FACILITATE OR BE INVOLVED IN THE TERO CERTIFICATION PROCESS.

INTERVIEWS

Presentations/Interviews: At the discretion of the Owner, firms may be asked to make a formal and/or informal presentation to the Owner after submission. Any interviews requested are anticipated to take place between 11/10/25-11/21/25.

SUBMITTAL

Responses, including attachments, shall not exceed forty-five (45) standard size (8 1/2" x 11") pages in length, single sided, minimum 12-point font. Pages shall be numbered. Dividers and covers are not included in page count and shall not contain any substantive content. Attachments required identified in this RFP to be included with the proposal (e.g. Quality program and reports) are also excluded from the page count.

Responses are due electronically by October 23, 2025, at 4:00 PM - PST. An electronic (in PDF file format) copy of the responses must be sent to:

Greg Morris, Senior Project Manager, Wenaha Group – gregm@wenahagroup.com

The document shall be cc'd to the following:

- cynthiap@wenahagroup.com
- expansion@redwind.net

Questions or comments please send via e-mail to gregm@wenahagroup.com with copies of the email to the following:

- cynthiap@wenahagroup.com
- expansion@redwind.net

Response document file shall not exceed 25MB in size.

All addenda, questions and official responses will be posted on the NRWC's website at www.redwindcasino.com. It is the Proposer's responsibility to monitor the website for all addenda and responses to questions. Addenda and responses to proposer questions will NOT BE sent directly to Proposers.

ATTACHMENTS

1. Exhibit A – Existing RWC Floor Plans and Site Plan
2. Exhibit B – Preliminary Project Schedule
3. Exhibit C – Form of Agreement
4. Exhibit D – Pricing proposal breakdown sheet

Exhibit A

Existing RWC Floor Plans and Site Plan

Attached please find the Non-Disclosure Agreement (NDA) for this project. Upon satisfactory execution and submission of the NDA current casino floor plans and site plans will be provided for use in completing the RFP submission.

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “Agreement”) is made as of (the “Effective Date”), by and between **NISQUALLY RED WIND CASINO**, an entity owned and operated by Medicine Creek Enterprise Corporation, a wholly owned entity of the Nisqually Indian Tribe, located at 12819 Yelm Hwy SE, Olympia, WA, (together with its affiliates, the “Casino”), and , a with a principal place of business at (together with its affiliates, if any the “Company”).

WHEREAS, the Casino desires to enter into discussions with the Company for the purpose of the Casino’s RFP for Owner’s Representative services (the “Stated Purpose”).

WHEREAS, in the course of such discussions, the Casino will disclose to Company certain information that the Casino considers confidential or proprietary; and

WHEREAS, the use of the Confidential Information by, or its disclosure to, any person, organization, or entity other than the Company would be highly detrimental and damaging to the Casino.

NOW, THEREFORE, with the foregoing recitals being incorporated hereby by reference and deemed an essential part hereof and in consideration of the mutual promises contained herein, including the willingness of the Casino to disclose Confidential Information to Company, the parties hereto agree as follows:

1. **Confidential Information.**

(a) This Agreement applies to all information disclosed by the Casino to the Company, whether prior to or after the Effective Date, in whatever format and whether as delivered materials, or as written or oral information, or information acquired by Company by observation as a result of access given by the Casino, and, without limiting the generality of the foregoing, any other information that by its nature is confidential or proprietary, if such disclosure is initially in written form, or, if non-written (orally, visually or other sensory disclosures), then as so identified at the meeting at which such information is disclosed (collectively and individually “Confidential Information”). The Confidential Information shall include, but is not limited to, methods, business plans, product development and strategies, know-how, trade secrets, services, business and marketing data and plans, and product development results and plans, any propriety financial information, payroll and salary data, policies and procedures, processes and structures, traditional or cultural knowledge, any other technical, scientific, environmental, and/or business information, and any product expressly stamped or marked confidential. Confidential Information shall also include the Stated Purpose and the fact that the parties are discussing the Stated Purpose.

(b) Confidential Information shall not include information which: (i) the Company can show was previously known to it prior to receipt from the Casino, without

breach of an obligation of confidence to any third party; (ii) is now, or hereafter becomes, through no act or failure to act on the part of Company, generally known or available to the public; (iii) is hereafter rightfully furnished to or acquired by Company from a third party, without restriction as to use or disclosure; (iv) is information which Company can document was independently developed or acquired by Company without breach of any obligation of confidentiality or use of or access to any of the Casino's Confidential Information; or (v) the Company is obligated to produce as a result of a court order or other valid and legally enforceable mandate, provided that the Casino has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

2. **Nondisclosure of Confidential Information.** Company agrees that it shall (a) hold the Casino's Confidential Information in strict confidence, (b) take all reasonable steps (which shall include at least those taken by a reasonable person desirous of protecting its most valuable proprietary and confidential information) as may be necessary to prevent the disclosure of Confidential Information to others and to insure that any officer, director, employee or agent of Company who receives any Confidential Information are bound by the confidentiality and limitation of use obligations set forth herein, and (c) not use any Confidential Information of the Casino for any purpose except for the discussions between the parties related to, and in furtherance of, the Stated Purpose. Subject to clause (b) above, Company may disclose the Casino's Confidential Information to Company's responsible employees, attorneys, accountants and agents who have a bona fide need to know (the "Representatives"), but only to the extent necessary to carry out the Stated Purpose and to the extent that the Representatives are subject to confidentiality obligations at least as restrictive as those set forth herein. Company will be responsible for any disclosure by its Representatives.

3. **Compelled Disclosure.** In the event Company or any of Company's officers, directors, employees or agents is requested or required (including, without limitation, by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) to disclose any Confidential Information, Company or its employees or agents, as the case may be, shall notify the Casino promptly in writing so that the Casino may seek a protective order or other appropriate remedy. Company agrees not to oppose any action by the Casino to obtain such protective order or other remedy. Whether or not such protective order or other remedy is obtained, the Company agrees that it will furnish only that portion of the Confidential Information that it reasonably believes is legally required, after consultation with counsel, and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the information so disclosed. Any waiver by the Casino in accordance with this Section 3 shall not be deemed continuing or a waiver of any other term or condition of this Agreement.

4. **Return of Documents.** All Confidential Information, together with all copies, notes, extracts, or summaries thereof or with respect thereto, shall remain the exclusive property of the Casino. Upon the expiration of this Agreement or at the Casino's request, whichever is earlier, Company shall promptly return to the Casino all tangible

items containing or consisting of the Casino's Confidential Information, together with all copies thereof and all notes, summaries, analyses, compilations or other similar documents prepared by Company relating thereto, or, at the request of the Casino, destroy the same and confirm the destruction thereof to the Casino in writing. The obligation to return or destroy does not apply to any Confidential Information that the Company is required to retain by applicable law or to satisfy the requirements of any regulatory authority or similar legal purpose, or that is generated through automated back-up copies; provided, however, that any retained Confidential Information shall be subject to the terms of this Agreement for so long as it is retained notwithstanding anything to the contrary herein.

5. **No License Granted.** Nothing contained in this Agreement will be construed as granting any rights to Company, by license or otherwise, to any of the Casino's Confidential Information. Specifically, and without limitation, the Company shall have no license or right to use any secret information in developing any invention, discovery, know-how, trade secret, patent, trademark, or copyright. This Agreement shall not obligate the parties to enter into any subsequent agreement or business arrangement.

6. **Enforcement.** Company acknowledges and agrees that any breach or threatened breach of the terms of this Agreement regarding the disclosure, treatment or use of Confidential Information may result in irreparable damage to the Casino for which there may be no adequate remedy at law. Therefore, the parties agree that in the event of any breach or threatened breach of this Agreement by Company, the Casino shall be entitled, in addition to any other rights and remedies available to it, to injunctive relief without the posting of a bond requiring the immediate return of all Confidential Information in the possession of Company or any such third party, and enjoining Company and any parties to which they have made Confidential Information available from using Confidential Information in violation of this Agreement, all without showing or proving any actual damages have been sustained. Company agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by the Casino in enforcing the terms hereof or arising from a breach hereof by Company if the Casino is awarded any injunctive relief or otherwise prevails in any action for breach of the terms hereof by Company.

7. **Disclaimer.** Company understands and acknowledges that neither the Casino nor any of its affiliates is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information disclosed to Company, and the Casino and its councilmembers, officers, directors, employees, advisors, agents or affiliates expressly disclaim any and all liability to the Company or any other person that may be based upon or relate to (a) the use of the Confidential Information disclosed to Company by Company or any of the Representatives or (b) any errors therein or omissions therefrom.

8. **Survival.** This Agreement shall survive the termination of any business relationship between the parties for a period of two (2) years.

9. **No Assignment.** This Agreement shall not be assigned by Company without the express written consent of the Casino, except in the event of any reorganization,

merger, or acquisition of the Company whereby the Company's obligations set forth herein are transferred or assigned to the Company's legal successor.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Nisqually Indian Tribe and applicable federal law without giving effect to any conflict of laws provisions that would require the application of another jurisdiction's laws. The sole and exclusive venue for any dispute arising from this Agreement shall be the Nisqually Tribal Court.

10. **Entire Agreement; Successors and Assigns.** This Agreement is the complete and exclusive agreement of the parties hereto regarding the specific subject matter of this Agreement and supersedes in their entirety all prior agreements, understandings and communications, oral or written, between the parties regarding the specific subject matter of this Agreement, and will be binding upon and inure to the parties' respective successors and assigns, and, as applicable, heirs and representatives, and may only be amended by a writing signed by the parties or their respective successors, assigns or authorized representatives.

11. **Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, unlawful, or void, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though contained in this original Agreement. The parties further agree that any such court is expressly authorized to modify any such invalid, unlawful, or void provision of this Agreement in lieu of severing such provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modification that the court deems warranted to carry out to the maximum extent permitted by law the original agreement of the parties.

12. **Counterparts.** This Agreement may be executed in any number of counterparts (delivery of which may occur via facsimile or electronically scanned copy), each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective at such time as counterparts thereof have been executed by each of the parties and it shall not be a condition to its effectiveness that each of the parties has executed the same counterpart.

(The signature page follows.)

NISQUALLY RED WIND CASINO

By:_____

Name:

Its:






By:_____

Name:

Its:

Exhibit B

Nisqually Red Wind Casino
Casino & Administration Expansion - Phase 1
PRELIMINARY PROJECT SCHEDULE 09/29/25

| ID |  | Task Mode | Task Name | Start | Finish | 2026 | | | | | | | | | | | | 2027 | | | | | | | | | | | | | | | | | | | | |
|----|---|---|---------------------------------|-------------|--------------|-------------|-----|-------------|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|------|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-----|--|--|--|--|--|--|--|
| | | | | | | 3rd Quarter | | 4th Quarter | | 1st Quarter | | | 2nd Quarter | | | 3rd Quarter | | | 4th Quarter | | | 1st Quarter | | | 2nd Quarter | | | 3rd Quarter | | | | | | | | | | |
| | | | | | | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | | | | | | | |
| 1 | |  | Pre-Design Phase | Thu 9/4/25 | Sun 11/30/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | |  | Design & Pre-Construction Phase | Mon 12/1/25 | Sun 5/31/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | |  | Construction Phase | Mon 6/1/26 | Mon 5/31/27 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | |  | Close-Out Phase | Tue 6/1/27 | Thu 9/30/27 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Project: EX. B- RWC-DESIGN SE
Date: Mon 9/29/25




















| | | | | | | | | | |
|-----------|---|--------------------|---|-----------------------|---|--------------------|---|-----------------|---|
| Task |  | Project Summary |  | Manual Task |  | Start-only |  | Deadline |  |
| Split |  | Inactive Task |  | Duration-only |  | Finish-only |  | Progress |  |
| Milestone |  | Inactive Milestone |  | Manual Summary Rollup |  | External Tasks |  | Manual Progress |  |
| Summary |  | Inactive Summary |  | Manual Summary |  | External Milestone |  | | |

Exhibit C

Agreement for Services

It is anticipated that the agreement for services will be based upon a RWC modified AIA B133-2019 agreement for design services for work with a AIA A133-2019 CMAA. The RWC modified AIA B133-2019 agreement for design services will be issued via addendum on or about 10/14/25. The proposer shall provide any requested changes to the RWC modified AIA B133-2019 agreement for design services with their proposal.

If the proposer has key terms that are needed to be modified in the AIA A133-2019 CMAA agreement to align with the design services agreement they should be included in the response to this document with the language above but indicated separately as such.

Nisqually Red Wind Casino - Expansion and Renovation - Phase 1
Pricing Proposal Breakdown Sheet

Proposer Name: _____

| 1. Base Fee Breakdown (Based on \$55,000,000 construction cost) | | | | |
|---|--|-----------------------|-------------------------------------|----|
| Note: Do not include information in this section that are shown in Table 4 below. | | | | |
| No. | Description | Projected Total Hours | Proposed Fee % of Construction Cost | \$ |
| 1 | Existing conditions investigation and mitigation | | | |
| 2 | Program Development, Budget, and Approval | | | |
| 3 | Schematic Design and Budget verification | | | |
| 4 | Design Development Documents | | | |
| 5 | Construction Documents | | | |
| 6 | Construction Administration | | | |
| 7 | Closeout | | | |
| 8 | | | | |
| Add additional items as needed | | | | |
| Total Base Fee (based on \$55,000,000 construction cost) \$ _____ | | | | |

| 2. NTE Amounts for Reimbursables | | |
|---|--------------------------------------|-------|
| No. | Description | Value |
| 1 | Renderings | |
| 2 | Physical Finish Boards | |
| 3 | Other deliverables | |
| 4 | Travel and Expenses | |
| 5 | Relocation/Per Diem (if anticipated) | |
| 6 | | |
| 7 | | |
| 8 | | |
| Add additional items as needed | | |
| Total Projected NTE Expenses (based on \$55,000,000 construction cost) \$ _____ | | |

TOTAL PROJECTED FEE (Based on \$55,000,000 Construction Cost) \$ _____

| 3. Hourly Rate Schedule | | |
|--------------------------------|----------|--------------------|
| No. | Position | Total Rate (\$/HR) |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| Add additional lines as needed | | |

| 4. Additional Scopes of Service | | | | |
|--|-------------|-----------------------|-------------------------------------|----|
| Provide fee information for the scope items listed in the table as well as for scope of service that are described in the RFP, but not typically provided in by your firm. Do not include the costs for any scopes listed in Table 4 in the information provided in Table 1. | | | | |
| No. | Description | Projected Total Hours | Proposed Fee % of Construction Cost | \$ |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| Add additional items as needed | | | | |

| 5. Alternates | | | | |
|--|---|--|-------------------------------------|----|
| Provide fee reduction if the listed scopes are provided as Design/Build by the CMaC but your firm remains responsible for coordination of the selected Design/Build scopes with the overall project. | | | | |
| No. | Description | | Proposed Fee % of Construction Cost | \$ |
| 1 | Fire Protection | | | |
| 2 | Plumbing | | | |
| 3 | Mechanical | | | |
| 4 | Electrical | | | |
| 5 | Fire Alarm | | | |
| 6 | Low Voltage (specify systems) | | | |
| | a) | | | |
| | b) | | | |
| | c) | | | |
| | d) | | | |
| 7 | Lighting Design (distinguish FOH vs. BOH) | | | |
| | Front of House | | | |
| | Back of House | | | |
| 8 | | | | |
| Add additional items as needed | | | | |
| Total Projected Alternate (based on \$55,000,000 construction cost) \$ _____ | | | | |