

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
YELM HIGHWAY COMMUNITY PARK-PHASE 1 DESIGN SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Berger Partnership, P.S., a Washington professional services company ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of design document services for the Yelm Highway Community Park project; and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

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

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than June 30, 2026 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

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

4. Compensation.

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed One Million, Three Hundred and Ninety- six Thousand, Five Hundred and Fifty-four and 10/100 Dollars (\$1,396,554.10) calculated as follows:

- (i) Consultant Fees. An amount not to exceed the sum of One Million, Three Hundred and Ninety-one Thousand, Five Hundred Fifty-four and 10/100 Dollars (\$1,391,554.10); and

- (ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Consultant in performing the Services including plan set photocopying and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed Five Thousand and No/100 Dollars (\$5,000.00).

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

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

5. Contract Managers.

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

**Consultant**

Anna O'Connell  
Principal  
1927 Post Alley, Ste. 2, Seattle, WA 98101  
[annao@bergerpartnership.com](mailto:annao@bergerpartnership.com)  
206- 492- 5562

**City of Olympia**

Laura Keehan  
Parks Planning & Design Manager  
PO Box 1967, Olympia, WA 98507  
[lkeehan@ci.olympia.wa.us](mailto:lkeehan@ci.olympia.wa.us)  
360-570-5855

6. Compliance with Laws.

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

7. Assurances.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and

governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

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

9. Equal Opportunity Employer.

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

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

B. In the event of Consultant's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Consultant may be declared ineligible for further agreements or contracts with the City. The Consultant, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit B. If the contract amount is \$50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration - Exhibit C.

10. Confidentiality.

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

11. Indemnification/Insurance.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

C. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

E. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

12. Work Product.

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

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Consultant, the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Consultant. If the Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Consultant. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Consultant agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Consultant shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Consultant shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

14. Books and Records.

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

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

15. Non-Appropriation of Funds.

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

16. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement.



M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.


S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: \_\_\_\_\_  
Steven J. Burney, City Manager  
P.O. Box 1967  
Olympia WA 98507-1967

Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy City Attorney

**I certify that I am authorized to execute this Agreement on behalf of the Consultant.**

**BERGER PARTNERSHIP:**

By: \_\_\_\_\_  
Andy Mitton, Principal  
1927 Post Alley, Ste. 2  
Seattle, WA 98101  
206-325-6877

Date of Signature: \_\_\_\_\_

## **EXHIBIT A**

August 5, 2024, Revised August 22, 2024

### **Scope of Work for Landscape Architectural Services: Yelm Hwy Community Park Phase 1 Design**

Dear Laura,

We're excited to keep this great project going! Based on recent design refinements, the scope of the Yelm Highway Community Park Phase 1 consists of:

- Maintenance facility and supporting elements such as parking, fencing, materials storage, and covered storage. Pre-Engineered Metal Building, with exterior upgrades if visible. Wash Bay, 14' bay doors.
- One (1) full-size lighted synthetic turf field with all necessary associated items such as netting and goals.
- Twelve (12) pickleball courts and associated items such as seating, other site furnishings, fencing, and gates.
- Two (2) basketball courts.
- One (1) mini-pitch soccer field (Rave Foundation) and associated YALP play equipment.
- One (1) custom restroom building that also accommodates storage, food truck support, and space for the sprayground mechanical and plumbing equipment. Assume 4-5 stalls, non-gendered, family style, and accessible. This building will be located in a central plaza area that will also accommodate seating, covered bike parking, trash, etc.
- One (1) custom picnic shelter.
- One (1) approximately 7,500 SF play area.
- One (1) Sprayground: this will be designed and bid as an additive alternate.
- Multiple paved loop trails.
- Four (4) vendor-provided picnic shelters: this will be designed and bid as an additive alternate. Coordinate with fabricator on design and details to align with design objectives.
- All associated furnishings (bike racks, seating, picnic tables).
- One (1) dog park with fencing, gates, and other required amenities.
- One (1) asphalt paved parking lot and one gravel parking lot to support activities at the north end of the park as well as the dog park.
- Art incorporated into the landscape (1% for the Arts Program).

## **EXHIBIT A**

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This scope of work outlines our proposed landscape architectural scope including subconsultants to develop Phase 1 design and documentation in service of the following goals:

1. Develop 30%, 60%, 90% Design/Building Permit, and 100% Design (Drawings, Specifications, Cost Estimate).
2. Provide Bid Administration support.
3. Construction Administration is not included in this scope and will be done as a separate scope of work at a later time to ensure that it is scaled appropriately to the park elements that will be constructed.
4. Continued graphic support/renderings to share with stakeholders and the public.
5. Ongoing support for the RCO Grant Application. Grant Application will be prepared by the city, with supporting information provided by the consultant as part of this scope.

### **Task 1: Schematic Design (30% Design)**

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Duration: 3 months, forecast 7/2024 to 9/2024

Description: This phase builds off the Revised Master Plan presented to the public in February 2024 and as reviewed by the Hearings Examiner as part of our Special Use Permit approval process. We will work closely with OPARD to refine the Phase 1 elements including all structures, path networks, play equipment, parking, and planting.

Subtasks and Deliverables:

1. Research, identify, and confirm regulatory requirements. Utilize this information to inform development of 30% Deliverable.
2. Review Phase 1 Concept Plan with Parks, gather feedback, and refine design.  
Design refinements to include:
  - a. Refined circulation and preliminary materials for all paving and other hardscape elements.
  - b. Refined restroom and storage building and custom picnic shelter.
  - c. General grading and stormwater requirements.
  - d. Preliminary furnishings types and quantities.
  - e. Preliminary lighting and electrical requirements.
  - f. Preliminary Yelm Highway and Wiggins Road improvements.
  - g. Preliminary sprayground option(s).
  - h. Preliminary playground option(s).
3. Prepare ROM cost estimate for Phase 1 including soft and construction costs.
4. 30% Drawings and other deliverables including:
  - a. Landscape (Berger): Drawings

## **EXHIBIT A**

08.05.24, Revised 08.22.24

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- i. Tree Protection Plans
    - ii. Layout and Materials Plans
    - iii. Planting Plans, Details, and Schedule
    - iv. Site sections, elevations, or axons as necessary to convey design intent
  - b. Civil (LPD Engineering): Drawings
    - i. TESC
    - ii. Grading and Drainage
    - iii. Utility (including utilization of the onsite irrigation well) and Paving
  - c. Playfields (DA Hogan): Drawings
    - i. Synthetic turf field for soccer, lacrosse
    - ii. Pickleball courts
    - iii. Basketball courts
  - d. Playground and sprayground: Drawings
    - i. May include several options
  - e. Traffic (Heath & Associates): general traffic consulting
  - f. Environmental (Shannon & Wilson): general consulting, well relocation, and well equipment specification
  - g. Architecture (Schemata): Drawings
    - i. Site Plan
    - ii. Floor Plans
    - iii. Roof Plans
    - iv. Axon(s)
    - v. Elevations
    - vi. Sections
  - h. Electrical (Cross Engineers): Design narrative
  - i. Mechanical (GDM): Design narrative
  - j. Cultural Resources (Willamette CRA): general cultural resources consulting
- 5. Continued refinement of the four vignette renderings to be used for public engagement, stakeholder engagement, and grant support.
- 6. Two (2) team site visits to Olympia.
- 7. Weekly meetings for 2-3 Berger Partnership staff members.

### **Task 2: 60% Design**

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Duration: 3 Months, forecast 9/2024 – 11/2024

Description: In this phase, our multidisciplinary team will develop the Phase 1 design into Construction Drawings, Specifications, and a Cost Estimate.

## **EXHIBIT A**

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### Subtasks and Deliverables:

1. Deliver 60% Set consisting of Drawings and Specifications (in CSI format). Phase 1 Drawings will include:
  - a. TESC/SWPP Plans
    - i. Includes protection of Critical Areas to remain unimpacted
  - b. Tree Protection Plans
  - c. Site Prep/Demo Plans
  - d. Soils Plans
    - i. Developed in compliance with WA DOE BMP T5.13
  - e. Horizontal and Vertical Control (grading) Plans – Pedestrian
    - i. Includes ADA compliance/routes
  - f. Horizontal and Vertical Control (grading) Plans - Vehicular
  - g. Stormwater Plans
  - h. Utility Plans
  - i. Fields Plans
  - j. Material and Site Furnishing Plans
  - k. Planting Plans
  - l. Irrigation Plans
  - m. Building Floorplans, Sections, Axons, Elevations
    - i. Building structural plans
  - n. Mechanical Plans
  - o. Electrical and Illumination Plans
  - p. Relevant Detail Drawings for a-o
2. Cost estimate
3. Two (2) team site visits to Olympia.
4. Weekly meetings for 2-3 Berger Partnership staff members.

### **Task 3: 90% Design/Permitting**

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Duration: 8 Months, forecast 12/2024 – 7/2025

Description: In this phase, our multidisciplinary team will continue to refine the design into more detailed Construction Drawings and Specifications for final approval by OPARD, Thurston County, and City of Olympia.

### Subtasks and Deliverables:

1. We will prepare all required permit application materials and assist OPARD with submitting drawings to obtain approvals to construct the project.

## **EXHIBIT A**

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- a. We will provide drawing revisions and comment responses for up to two (2) review cycles with the associated permitting agency. Any reviews required beyond this will be negotiated as an additional service.
- b. Permit Deliverables
  - i. Thurston County
    1. Construction Permit for Grading and Filling
    2. Right of Way Permit (within Olympia UGA)
    3. Sign Permit
    4. Tree Cutting (if required)
    5. Non-Residential Building Permit
    6. Mechanical and Plumbing
  - ii. City of Olympia
    1. Water, Sanitary Sewer, and Street Lighting (per SUP comments from city)
2. Deliver 90% Set consisting of Drawings and Specifications (in CSI format). Phase 1 Drawings will include:
  - a. TESC/SWPP Plans
    - i. Includes protection of Critical Areas to remain unimpacted
  - b. Tree Protection Plans and Details
  - c. Site Prep/Demo Plans
  - d. Soils Plans
    - i. Developed in compliance with WA DOE BMP T5.13
  - e. Horizontal and Vertical Control (grading) Plans – Pedestrian
    - i. Includes ADA compliance/routes
  - f. Horizontal and Vertical Control (grading) Plans – Vehicular
  - g. Stormwater Plans
  - h. Utility Plans
  - i. Fields Plans and Details
  - j. Material and Site Furnishing Plans
  - k. Planting Plans and Details
  - l. Irrigation Plans and Details
  - m. Building Floorplans, Elevations, Reflected Ceiling Plans, Details
  - n. Structural Plans and Details
  - o. Mechanical Plans
  - p. Electrical and Illumination Plans
  - q. Relevant Detail Drawings for a-p
3. Cost estimate
4. Includes no more than four (4) meetings with City of Olympia and Thurston County permit reviewers in preparation for permit submittals.
5. One (1) team site visit to Olympia.

## **EXHIBIT A**

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6. Perform project management activities such as scheduling, review, and coordination of subconsultant progress and deliverables, meetings with OPARD not covered specifically as part of other tasks, and coordination of reviews and submittals and issue resolution.
7. Weekly meetings for 2-3 Berger Partnership staff members.

### **Task 4: 100% Design/Bid Documents, Bid Administration**

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Duration: 2 Months, forecast 8/2025 – 9/2025

Description: In this phase, our multidisciplinary team will finalize the design including any Additive Alternates or other Bid Alternates and produce the Bid Documents (Construction Drawings and Specifications).

Subtasks and Deliverables:

1. Deliver 100%/Bid Set consisting of Drawings and Specifications (in CSI format).  
Phase 1 Drawings will include:
  - a. TESC/SWPP Plans
    - i. Includes protection of Critical Areas to remain unimpacted
  - b. Tree Protection Plans and Details
  - c. Site Prep/Demo Plans
  - d. Soils Plans
    - i. Developed in compliance with WA DOE BMP T5.13
  - e. Horizontal and Vertical Control (grading) Plans – Pedestrian
    - i. Includes ADA compliance/routes
  - f. Horizontal and Vertical Control (grading) Plans – Vehicular
  - g. Stormwater Plans
  - h. Utility Plans
  - i. Fields Plans and Details
  - j. Material and Site Furnishing Plans and Details
  - k. Planting Plans, Schedule, and Details
  - l. Irrigation Plans and Details
  - m. Building Floorplans, Elevations, Reflected Ceiling Plans, and Details
  - n. Structural Plans and Details
  - o. Mechanical Plans
  - p. Electrical and Illumination Plans
  - q. Relevant Detail Drawings for a-p
2. Prepare and issue package for bid.
3. Prepare and coordinate with subs on Addenda.
4. Evaluate substitution requests.



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5. Evaluate bids received. Coordinate with OPARD on selecting Bidder.
6. Monthly meetings for 1-2 Berger Partnership staff members.

### **Assumptions**

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1. Vehicular access to the park will be from the intersection at Yelm Highway and Wiggins Road. No through-park road with multiple vehicular access points to the site is included in phase 1.
2. All meetings are assumed to be web meetings unless noted otherwise.

### **Fees**

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Based on the scope of services identified at this time, we have established a fee for landscape architectural services as follows:

#### **Berger Partnership**

Task 1	\$51,800.00
Task 2	\$102,660.00
Task 3	\$160,480.00
Task 4	\$63,480.00
<b>Berger Partnership Subtotal</b>	<b>\$378,420.00</b>

#### **Subconsultants**

RC Cost Group (Cost Estimating)	\$35,570.00
D.A. Hogan (Fields)	\$72,555.00
Shannon & Wilson (Environmental)	\$24,400.00
LPD Engineering (Civil)	\$320,000.00
Schemata (Architecture)	\$178,300.00
GDM (Mechanical)	\$139,350.00
Willamette CRA (Cultural Resources)	\$6,480.00
Heath & Associates (Traffic)	\$4,000.00
Cross Engineers (Electrical)	\$80,376.00
2426 Design (Irrigation)	\$30,000.00
John Fleming (Art)	\$30,000.00
<b>Subconsultants Subtotal</b>	<b>\$921,031.00</b>

#### **Subconsultant Mark-Up and Reimbursables**

10% Mark-Up Subconsultants	\$92,103.10
Reimbursable Allowance (travel, i.e. mileage, parking, meals; printing; courier services)	\$5,000.00

**Total** **\$1,396,554.10**

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Fees will be billed monthly based upon the percentage of work completed. Services beyond those noted in this scope of work will be billed as additional services on an hourly basis as follows, or lump sum fees can be negotiated:

ROLE	HOURLY RATE	
	Year 1	Year 2
Principal	\$235.00 per hour	\$247.00 per hour
Associate	\$190.00 per hour	\$200.00 per hour
Project Manager	\$160.00 per hour	\$168.00 per hour
Landscape Designer	\$130.00 per hour	\$137.00 per hour
Administrative Staff	\$115.00 per hour	\$121.00 per hour

Fees may be subject to renegotiation if the scope of work is not accepted within 60 days. Hourly rates are subject to an annual adjustment at the anniversary date of the contract as detailed above.

**Exhibit "B"**

**STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT**

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

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

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

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

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Print Name of Person Signing

**Alternative Section for Sole Proprietor:** I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

\_\_\_\_\_  
(Sole Proprietor Signature)

\_\_\_\_\_  
(Date)

***Exhibit "C"***  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

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

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

\_\_\_\_\_  
Consultant Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title