

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
YELM HIGHWAY (JOLENE UNSEOLD) COMMUNITY PARK-PHASE 1 CONSTRUCTION ADMINISTRATION  
SERVICES**

This Professional Services Agreement is effective the date of the last authorizing signature (which is the “effective date”). The parties to this agreement are the City of Olympia, a Washington municipal corporation (“City”), and Berger Partnership P.S., a Washington professional services corporation (“Consultant”).

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, to perform the services described in Exhibit “B” to this agreement; and

B. Consultant has the 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 "B," attached to and a part of this agreement ("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 commences on the effective date and continues until the completion of the Services, but in no event later than **December 31, 2028** ("Term"). The Term may be extended upon the mutual written agreement of the City and Consultant.

3. Termination.

A. Termination Prior to Expiration: Prior to the expiration of the Term, the City may immediately terminate this agreement, with or without cause. In the case of such a termination by the City, Consultant is only entitled to payment for Services performed under this agreement up to the termination date.

B. Termination for Non-Appropriation: If sufficient funds are not appropriated or allocated for payment under this agreement for any future fiscal period, the City is not 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 accrues to the City in the event this provision applies.

4. Compensation.

A. Total Compensation. In consideration for Consultant performing the Services, the City shall pay Consultant an amount not to exceed **Six Hundred and Fifty-seven Thousand, Four Hundred and Seventy-nine and 15/100 Dollars (\$657,479.15)**, inclusive of any applicable Washington State sales tax.

B. Method of Payment. The City shall make payment for the Services only after the Services have been performed, an invoice is submitted in the form specified by the City, and the invoice is approved by the designated City representative. The City shall make payment on a monthly basis, within 30 days after receipt of an approvable invoice.

C. Consultant Responsible for Taxes. Consultant is solely responsible for the payment of, and shall pay, any taxes imposed as a result of the performance and payment of this agreement.

5. Contract Managers; Notices.

All formal communications about this agreement, including contract deliverables, accomplishments, regulatory oversight, invoicing, and requests for amendment, must be coordinated directly between Consultant and City's Contract Manager, unless otherwise approved in writing by the City. The Contract Managers are:

**BERGER PARTNERSHIP**

Anna O-Connell  
Principal  
1927 Post Alley, Ste. 2  
Seattle, WA 98101  
Email: [anna@bergerpartnership.com](mailto:anna@bergerpartnership.com)  
Phone: 206.492.5562

**CITY OF OLYMPIA**

Melissa McFadden  
Parks Planning & Design Manager  
PO Box 1967  
Olympia, WA 98507-1967  
Email: [mmcfadde@ci.olympia.wa.us](mailto:mmcfadde@ci.olympia.wa.us)  
Phone: 360.753.8152

Any notice required to be given by the Parties must be delivered to the Contract Manager designated above, at the addresses listed above. Any notice may be delivered personally to the Contract Manager or may be deposited in the United States mail, postage prepaid, addressed to the Contract Manager. Any notice so posted in the United States mail must be deemed received three days after the date of mailing.

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including all City codes, ordinances, resolutions, standards, and policies, as existing on the effective date or later adopted or amended.

7. Assurances.

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 being registered to do business in the City of Olympia by possessing a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

In performing the Services under this agreement, Consultant is an independent contractor. The City is neither liable nor obligated to pay Consultant, or Consultant's employees, 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. Consultant shall pay all income and other employment-related taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether it may provide a secondary or incidental benefit to Consultant, may not be deemed to convert this agreement to an employment contract. Consultant may perform professional services during the Term for other parties; provided, however, that such performance of other services may not conflict with or interfere with Consultant's ability to perform the Services under this agreement. Consultant shall resolve any such conflict of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs, and activities, and all Consultant hiring and employment made possible by or resulting from this agreement, Consultant, and Consultant's employees, agents, subcontractors, and representatives, shall not unlawfully discriminate against any person based on any legally protected class status, including: 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 disability; except that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies 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 is grounds for termination of this agreement by the City and, in the case of Consultant's breach, may result in ineligibility for further City agreements.

B. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must sign, and is bound by, the *Statement of Compliance with Nondiscrimination and Equal Benefits Declaration* attached as Exhibit A .

10. Confidentiality.

Except as required by law, or with the express written permission of the City, Consultant shall not disclose any information, including records, obtained by Consultant in providing the Services under this agreement, if such information has been expressly declared confidential by the City. Consultant shall take reasonable steps to protect confidential information. To the extent the Agreement involves access to any law enforcement related database(s), Consultant shall not use or share information or database access with any third party engaged in civil immigration enforcement, in violation of the Keep Washington Working Act.

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Consultant shall defend, indemnify, and hold the City, and 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 Consultant in performance of this agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court with jurisdiction as to the parties 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 Consultant and the City, its officers, officials, employees, and volunteers, Consultant's liability under this section, including the duty and cost to defend, is only to the extent of Consultant's negligence. The indemnification provided in this section constitutes Consultant's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section survive the expiration or termination of this agreement.

B. Insurance Term. Consultant shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services under this agreement by Consultant, its agents, representatives, or employees.

C. No Limitation. Consultant's maintenance of insurance as required by the agreement may not be construed to limit the liability of 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 must 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, which must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City must be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the Services 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 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 with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

G. Acceptability of Insurers. Insurance must 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 the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the Services.

I. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of Consultant's receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required is a material breach of contract, upon which the City may, after giving five business days' notice to 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 by Consultant to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.

K. City's Full Access to Consultant Limits. If Consultant maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by 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 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 belong to the City. Consultant shall deliver any such work product to the City at the termination or cancellation date of this agreement, or as soon thereafter as possible. All other documents are owned by Consultant.

13. Treatment of Assets.

A. The City will not furnish property to the Consultant, and the Consultant will not purchase property for reimbursement by the City, unless expressly authorized in the Scope of Work of this Agreement or in any Work Order or Task Order issued under this Agreement.

B. In the event Consultant is furnished or authorized to purchase property, the following provisions apply:

1. Title to all nonexpendable personal property and all real property authorized for purchase under this Agreement or any Task Order or Work Order, and purchased by the Consultant for use in providing the Services under this Agreement, the cost of which Consultant is entitled to be reimbursed as a direct item of cost under this agreement, passes to and vests in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by Consultant. If 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 remains with Consultant. Consultant's election to capitalize and depreciate or claim acquisition cost as a direct item of cost is irrevocable.

2. Nonexpendable personal property purchased by Consultant for use in providing the Services under this agreement in which title is vested in the City may not be rented, loaned, or otherwise passed to any person, partnership, corporation/association, or organization without the prior expressed written approval of the City, and such property may be used only by Consultant in providing the Services under this agreement, unless otherwise provided in this agreement or approved by the City.

3. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which vests in the City, Consultant shall execute such security agreements and other documents as are 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, RCW.

4. Consultant is responsible for any loss or damage to the property of the City, which results from negligence, willful misconduct, or lack of good faith on the part of Consultant, or which results from the failure on the part of 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.

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

6. Consultant shall surrender to the City all property of the City within 30 days after expiration or termination of this agreement, unless otherwise mutually agreed upon by the parties.

14. Books and Records.

Consultant shall maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the provision 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 are 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.

15. Public Records Act - Disclosure.

A record owned, used, or retained by the City is a “public record” pursuant to RCW 42.56.010 and is subject to disclosure upon request under Washington’s Public Records Act, even if such record is in Consultant’s sole possession. Should the City request that Consultant provide the City with a record that the City, in its sole discretion, deems to be a public record, so that it may be produced in response to a public records request, and should Consultant fail to provide such record to the City within 10 days of the City’s request for such record, 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 record.

16. General Provisions.

A. Entire Agreement; Order of Precedence. This agreement, including all exhibits, attachments, task orders, purchase orders, work orders, and amendments, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous proposals, discussions, or representations, whether written or oral. In the event of any conflict between the terms of this agreement and any Consultant proposal, estimate, quote, or other document, the terms of this Agreement control.

B. Modification. No provision of this agreement 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 in no way affects or invalidates any other provision of this agreement and such other provisions remain in full force and effect. Further, if it should appear that any provision of this agreement is in conflict with any applicable law, the provision that appears to so conflict must be deemed inoperative and null and void insofar as it may conflict, and must be deemed modified to conform to such law.

D. Assignment. Neither Consultant nor the City may transfer or assign, in whole or in part, any or all of its obligations and rights under this agreement without the prior written consent of the other Party.

1. If Consultant wants to assign this agreement or subcontract any of its work under this agreement, Consultant shall submit a written request to the City for approval not less than 15 days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder is 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 may, upon request, inspect any assignment or subcontract document.

E. Successors in Interest. The rights and obligations of the Parties inure to the benefit of and be binding upon the Parties' respective successors in interest, heirs, and assigns.

F. Attorney Fees. In the event either of the Parties defaults in 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 is 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 does 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 is made in Washington and is governed by and must be 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 individual is duly authorized to execute and deliver this agreement on behalf of Consultant or the City.

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

K. 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 Consultant's performance of this agreement.

L. Remedies Cumulative. Any remedies provided for under the terms of this agreement are not intended to be exclusive, but are cumulative with all other legal remedies available to the City.

M. 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.

N. 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 may be construed against any party upon a claim that that party drafted the ambiguous language.

O. Venue. Any lawsuit or other legal action whatsoever arising out of or relating to this agreement must be brought only in Thurston County, Washington, state Superior Court, which is the exclusive venue for any such action.

P. 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.

Q. Certification Regarding Debarment, Suspension, and Other Responsibility Matters. By signing the agreement below, Consultant certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding the execution of this agreement 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;
3. 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 2. of this certification; and
4. Have not within a three year period preceding the execution of this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

**Signatures**

The City and Consultant have executed this agreement.

**BERGER PARTNERSHIP P.S.**

**CITY OF OLYMPIA**

*Anna O'Connell*

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

\_\_\_\_\_  
Steven J. Burney  
City Manager  
PO Box 1967  
Olympia, WA 98507-1967  
[jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)

05/22/2026  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**Approved as to Form by:**

*Michael M. Young*

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

**Exhibit "A"**  
**STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT AND EQUAL BENEFITS  
DECLARATION**

The Olympia City Council mandates compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) and *Employee Benefits* ordinance (OMC 3.18) for all services provided by City employees or through contracts with other entities. All contract agencies or vendors and their employees must understand and fully 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. This 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 and any other status protected from discrimination by state or federal law. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in employee 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.

If this contract is valued at \$50,000 or more, I affirm that Consultant listed below complies with the City of Olympia Equal Benefits Ordinance (OMC 3.18) and shall, prior to contracting with the City, have policies in place prohibiting discrimination in the provision of employee benefits.

Should I operate as a sole proprietor, I agree not to discriminate against any client, or any future employees, based on any status protected from discrimination by state or federal law.

Anna O'Connell  
Signature

Anna O'Connell  
Printed Name of Signatory

05/22/2026  
Date

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

***Exhibit "B"***  
**SCOPE OF WORK**

**Task 1: Construction Administration**

Duration: 18 months

The scope includes the following services, which Consultant shall provide, unless otherwise specified:

- Prepare and maintain logs for modifications – RFIs, ASIs, field changes, etc.
- Review submittals, respond to contractor questions, and review change order proposals.
- Site inspections and mock-up reviews as outlined in the specifications.
- Hydrogeologist support for the well during construction.
- Fields consultant to monitor construction progress and quality with decisions relative to contract performance.
- Fields consultant to approve or disapprove work in conformance with the contract documents and keep the owner advised as to the progress of their scope of the work.
- Provision of materials manual for OPARD that outlines specific furnishings and finishes used such as play equipment, play surfacing color, vendor-provided furnishings colors, materials, and finishes, etc.
- One punch list and one back punch.
- Architect will issue a Certificate of Substantial Completion for each of the three buildings.
- Fields consultant to provide final inspection and certification of completion for their scope of work.
- Review contractor as-builts.
- Civil engineering consultant will provide roadway, frontage, and utility record drawings.
- Civil engineering consultant will coordinate new water easements, right-of-way dedications, and drainage covenants with the AHJ, Surveyor, and OPARD.
- Consultant coordination, project management, and project administration.

**Meetings and Site Visits:**

Consultant shall participate in the following meetings/site visits:

- Preconstruction Meeting: One preconstruction meeting including Berger, Schemata, DA Hogan, Design 2426, and LPD.
- Meetings:
  - a. Berger: Attendance of weekly construction meetings with two Berger staff attending in person once per month and remotely (Zoom, Teams) for the remaining three meetings per month. Additional internal Berger and OPARD meetings to be remote biweekly.
  - b. LPD (meetings are assumed to be coordinated with site visits, see below).
  - c. Shannon & Wilson: Attendance of two to three meetings total.

- d. Cross: Attendance of 10 remote (Zoom, Teams) meetings.
  - e. DA Hogan: Up to 10 remote progress meetings as needed.
- Site visits:
    - a. Berger: It is assumed that the monthly attendance of meetings in-person will be paired with a site visit.
    - b. LPD: Up to 18 site visits during construction. Up to 4 site visits for punch lists and back punch.
    - c. Shannon & Wilson:
      - i. Geotech: Up to 10 site visits for maintenance facility foundations subgrade evaluation; driveway and parking lot pavement subgrade evaluation, bioretention/stormwater facility subgrade evaluation, restroom and picnic shelter foundation subgrade evaluation, and sports field subgrade preparation.
      - ii. Well support: Up to two site visits.
    - d. Cross: Two site visits.
    - e. Schemata: Three site visits per building during construction for a total of nine site visits.
    - f. DA Hogan: Ten site visits.
    - g. GDM: Six site visits.

#### **Alternatives (Additional CA Support - Mechanical)**

The following additional services may be provided by GDM at the client's discretion:

- Additional site visit (per trip/person, up to 2 hrs. on site, including expenses)
- Construction Support – Alt 1, Misting Poles
- Construction Support – Alt 5, Restroom Bldg. Mechanical Room

#### **Assumptions**

The following assumptions have been made during the preparation of this proposal:

- It is assumed that there is one punch walk and one back punch for the site. If a phased completion approach is decided upon, the team will outline additional services for OPARD's review and approval.
- Architectural record drawings are not included. This can be requested for additional fee. This task would include preparation of "Construction Record" Drawings based on the As-Built documentation provided to us from the Contractor.

**Exhibit "C"**  
**FEE SCHEDULE**

<b>Berger Partnership</b>	
<u>Construction Administration</u>	<u>\$225,480.00</u>
<b>Berger Partnership Total</b>	<b>\$225,480.00</b>
<b>Subconsultants</b>	
D.A. Hogan (Fields)	\$44,650.00
Shannon & Wilson (Environmental)	\$24,870.00
LPD Engineering (Civil)	\$136,000.00
Schemata (Architecture)	\$95,317.00
GDM (Mechanical)	\$44,400.00
Cross Engineers (Electrical)	\$18,369.00
<u>Design 2426 (Irrigation)</u>	<u>\$14,500.00</u>
Subconsultants Subtotal	\$378,106.00
<u>10% Mark-Up Subconsultants</u>	<u>\$37,810.60</u>
<b>Subconsultants Total</b>	<b>\$415,916.60</b>
<b>Reimbursable Expenses</b>	
Berger Reimbursables (incl. 10% markup)	\$2,420.00
Subconsultant Reimbursables (incl. 10% markup)	\$8,448.55
<b>Alternatives (Additional CA Support - Mechanical)</b>	
GDM (Mechanical)	
Additional Site Visit (up to 2 hrs. on site)	\$720.00
Alt 1 (Misting Poles)	\$1,320.00
<u>Alt 5 (Restroom Bldg. Mechanical Room)</u>	<u>\$2,640.00</u>
Subconsultant Subtotal	\$4,680.00
<u>10% Mark-Up Subconsultant</u>	<u>\$468.00</u>
<b>Alternatives Subtotal</b>	<b>\$5,148.00</b>
<u>Subconsultant Reimbursable Expenses (incl. 10% markup)</u>	<u>\$66.00</u>
<b>Alternatives Total</b>	<b>\$5,214.00</b>
<b>PROJECT TOTAL</b>	<b>\$657,479.15</b>

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:

<b>ROLE</b>	<b>HOURLY RATE</b>	<b>HOURLY RATE</b>
<b>Berger Partnership</b>	<b>Year 1</b>	<b>Year 2</b>
Principal	\$260.00 per hour	\$286.00 per hour
Associate	\$220.00 per hour	\$242.00 per hour
Project Manager	\$180.00 per hour	\$198.00 per hour
Landscape Designer	\$150.00 per hour	\$165.00 per hour
Administrative Staff	\$130.00 per hour	\$143.00 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.