

**PROFESSIONAL SERVICES AGREEMENT- PW/CIP
STORM LINE REHABILITATION 136TH ST****City Attorney**

Kevin Hansen

Rev: 09/02/26

The City of Kirkland, Washington, a municipal corporation ("City") and Prizm Consulting, Inc., whose address is 11808 Northup Way Suite 100 Bellevue, WA 98005 ("Consultant"), in consideration of the mutual benefits and conditions set forth below, the parties agree and contract as follows.

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement ("Services"), which attachment is incorporated herein by reference.

Unless specifically noted in this Agreement, the terms of this Professional Services Agreement supersede any conflicting provisions contained within any attachments.

- B. The Services shall be performed in accordance with the ordinary and reasonable care, skill, and diligence that a competent professional in the same field would exercise under similar circumstances. If the Consultant's Statement of Work includes providing bid documents for a public works project, the Consultant shall provide its methodology and calculations for all estimated quantities of bid items per plan sheet, or as otherwise directed by the City.

II. COMPENSATION

- A. The total compensation to be paid to the Consultant for these services shall not exceed \$157,103.00, including all applicable taxes, as detailed in Attachment A.
- B. Payment to the Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subconsultants' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid based on invoices submitted. Invoicing will be on the basis of percentage completed or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to the Consultant for any services not completed in a satisfactory manner until such time as the Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. GENERAL ADMINISTRATION AND MANAGEMENT

The Project Manager for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

IV. COMPLETION DATE AND/OR DURATION OF AGREEMENT

The estimated completion date for the Consultant's performance of the Services is 1 year. For the purposes of submitting and paying final invoices, this Agreement expires on 12/31/2027.

The Consultant will diligently proceed with the Services, but the Consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, the Consultant shall forthwith notify the City.

V. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, the Consultant may complete such analyses and records as may be necessary to place its files in order. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

VI. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify the Consultant against all claims made against the Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the Consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by

the Consultant under this Agreement and any information relating to personal, medical, and/or financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including Chapter 42.56 RCW.

- E. The Consultant will at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.
- F. The Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.
- G. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- H. The foregoing records shall be maintained for a period of six (6) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

The Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

- A. To the greatest extent allowed by law, the Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, and volunteers ("Indemnified Parties") from any and all claims, injuries, damages, losses or suits (including reasonable attorney fees and costs) arising out of or in connection with performance of this Agreement and to the extent caused by consultant's negligence. For claims, injuries, damages, losses or suits implicating professional liability, the defense obligation may be met by the payment of defense costs, to the extent those costs are incurred due to Consultant's negligence.

- B. 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 the Services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of this 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 by the Consultant and/or its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or to otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope and Amounts of Insurance. The Consultant shall obtain and maintain insurance of the types and limits described below:

1. Commercial General Liability insurance shall be as least as broad as Insurance Services Office (ISO) form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and 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.
 - a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
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.

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

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for the Services with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

D. Acceptability of Insurers

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

E. Verification of Coverage

The 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 services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five 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.

G. City Full Availability of 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 whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable state, federal, and local laws, ordinances, regulations, and codes. The Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

The Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. The Consultant agrees that they are solely responsible for the payment of taxes applicable to the Services and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on them as a result of their status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for performing the Services. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties. The terms of this Agreement supersede any conflicting provisions contained in any attachments and/or addenda.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City. However, notwithstanding the foregoing, the City consents to the Consultant including information describing the Consultant's participation in this project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. DEBARMENT

The Consultant certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

XX. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXI. DISPUTE RESOLUTION

All claims, counterclaims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with the Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination. Nothing herein waives any requirements of Chapter 4.96 RCW, if applicable.

XXII. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXIII. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

Signature: Grace Garwin
Grace Garwin (Sep 3, 2026 15:51:54 PDT)
Printed Name: Grace Garwin
Title: Vice President
Date: 09/03/2026

Signature: Tracey P. Dunlap
Printed Name: Tracey Dunlap
Title: Deputy City Manager of Operations
Date: 09/09/2026

Attachment A

CITY OF KIRKLAND

STORM LINE REHABILITATION ON NE 136TH STREET (FINN HILL) – JL #SDC 141

PROJECT UNDERSTANDING

Based upon our understanding of the project requirements and discussions with the City, Prizm Land Inc. ("Prizm") will provide engineering and design services for the City of Kirkland's Storm Line Rehabilitation on NE 136th St Project ("Project") generally consisting of the replacement of $\pm$ 575 LF of existing failing storm main with new 12-inch storm, either open cut or through alternative construction methods.

Design will consist of storm main, catch basins, connections to existing system, walking path, surface restoration and conveyance analysis. Prizm will provide topographic base mapping, design drawings, specifications, engineer's estimates (PS&E) and bidding and award services as outlined herein.

SCOPE OF WORK

Task 001: Project Management

This task is for general coordination and meetings on the project, in-house quality assurance, internal scheduling and assignment of tasks, etc. Prizm personnel will attend and participate in meetings with the City Project Manager as the project progresses. Prizm will prepare monthly invoices for work performed during the previous month.

Deliverables

Monthly invoicing

Task 002: Survey Services

S&F Land Services will provide survey services for this project. Please see the attached scope of work.

Task 003: Arborist Services

Cascara Tree Consulting will provide arborist services for this project. Please see the attached scope of work.

Task 004: Other Utility Coordination

This task is for general coordination and meetings on the project with Northshore Utility District related to the existing sewer facilities in the project area and limited other utility franchise coordination.

Task 005: Preliminary Design Letter

Using the topographic survey prepared under Task 002, Prizm will prepare a preliminary design letter for the project. The services under this task will include:

- Prepare up to (3) alternative exhibits with proposed stormwater alignments shown in plan view only.
- Prepare Quantity Take Off and Preliminary Engineer's Estimate for each alternative

- Preliminary design letter to accompany submittal that outlines benefits and draw backs of each proposed alternative.
- Site walk with City following the preliminary submittal to help determine best alternative based on site conditions.
- A comparison of existing pipe capacity to proposed capacity of each alternative will be provided.

Deliverables

- Preliminary Exhibits (PDF)
- Preliminary Engineer's Estimates (PDF)
- Preliminary Design Letter(.docx)

Assumptions and Exclusions

- The City will provide comments in a single PDF document or Bluebeam Session.

Task 006: 30% Design

Using the topographic survey prepared under Task 002, and selected alternative from the preliminary design letter, Prizm will prepare the 30% design submittal package for the Project. The services under this task will include:

- Kick off meeting for selected alternative.
- Prepare plan sheets for the proposed improvements, including:
 - 22"x34" sheets with roughly and 18"x28" drawing area.
 - Drawing scale at 1" = 20' horizontal and 1" = 5' vertical.
 - Existing conditions, TESC & demolition sheets.
 - Plan and profile view of proposed improvements.
 - TESC details.
 - City standard details cross-referenced where applicable and specialized details developed as necessary.
- Prepare Quantity Take Off and 30% Engineer's Estimate.
- Design memorandum to accompany 30% submittal outlining assumptions and questions.
- Site walk with the City following the 30% submittal to confirm storm main design in the field.
- Prepare summary of core requirements and how each one will be addressed in accordance with the 2021 KCSWDM and City of Kirkland stormwater addendum.

Deliverables

- 30% Plans (PDF)
- 30% Engineer's Estimate (PDF)
- Quantity Take Off (.xlsx)
- Technical Information Report Summary (PDF)
- 30% Arborist Report
- Design Memo (.docx)

Assumptions and Exclusions

- The City will provide comments in a single PDF document or Bluebeam Session.
- It is assumed that flow control and water quality BMPs will not be required. The technical information report will be for targeted review only.

Task 007: 90% Design

- Design review meeting with the City after the City review and comment period.
- Incorporating 30% design comments into the 90% submittal package.
 - Tree retention plan sheet will be included.
- Prepare 90% technical specifications, including measurement and payment in WSDOT format, proposal, contract forms, general conditions, and special conditions (if needed).
- Prepare Quantity Take Off and 90% Engineer's Estimate.
- Design memorandum to accompany 90% submittal outlining assumptions and questions.
- Prepare draft technical information report addressing all core requirements triggered by the project.

Deliverables

- 90% Plans (PDF)
- 90% Specifications (PDF)
- 90% Engineer's Estimate (PDF)
- Quantity Take Off (.xlsx)
- Final Technical Information Report (PDF)
- Final Arborist Report
- Design Memo (.docx)

Assumptions and Exclusions

- City of Kirkland LSM permit will be applied for internally by City staff, no separate plans will be provided for this submittal.

Task 008: Final Design

- Design review meeting with the City after the City review and comment period.
- Incorporating 90% design comments into the Final submittal package.
- Prepare Final technical specifications, including measurement and payment in WSDOT format, proposal, contract forms, general conditions, and special conditions (if needed).
- Prepare Quantity Take Off and Final Engineer's Estimate.
- Prepare final technical information report.

Deliverables

- Final Plans (PDF & .dwg)
- Final Specifications (PDF & .docx)
- Final Engineer's Estimate (PDF & .xlsx)
- Quantity Take Off (.xlsx)

Task 009: Bidding and Award Services

Prizm will provide consultation services during the bidding and award process, including:

- Attend Pre-Bid Conference and address questions from prospective bidders, if necessary.
- Prepare and issue addenda to clarify the construction documents, if necessary.
- Generally assist the City during the bidding process as needed.

Task 010: Potholing

This task is intended to be used for potholing during the design phase as needed. Funds in this task are not to be used unless explicitly authorized by the City. Fee estimate is based on a total cost of \$2,500/ea for 10 potholes.

GENERAL ASSUMPTIONS AND NOTES

Project Understandings and Assumptions:

In preparing the proposal, we have assumed the following:

1. Scope and fees outlined herein are based on the Project Understanding included with this proposal as well as the following information (any changes to these documents may result in changes to the fees):
 - a. Correspondence prior to the effective date of this Agreement.
2. The following items are not included in this proposal:
 - a. Structural, Environmental, Traffic, Geotechnical Engineering Services.
 - b. Sanitary sewer main replacement/improvements.
 - c. Gas main relocation coordination.
 - d. Power relocation coordination (Client to coordinate).
 - e. Other dry utility relocation coordination.
 - f. Wall or rockery design above 4ft.
 - g. Traffic control plan design (Provided by others).
 - h. Street Light Analysis and Street Lighting Design
 - i. Environmental documentation/permits beyond what is included in the scope above.
 - j. Construction Administration, Staking, or Inspection Services (a separate fee proposal can be provided upon request).
3. Scope and fees outlined herein for Tasks 001-010 are based on Prizm's current understanding of the project.
4. Water meter, roof downspout, and side sewer sizing to be performed by others.
5. Prizm will not pay any Agency fees on behalf of the Client. This includes any fees associated with permits and easements.
6. Obtaining any offsite easements or right-of-entry including permanent easements (if required) will be the responsibility of the Client.
7. The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will appear under a separate task called EXPENSES and will be billed in accordance with Prizm's current Rate Sheet.
8. This scope of work anticipates a single construction package. If the project becomes split into separate packages, an additional fee estimate can be provided for those packages after the first complete construction documents.
9. Time and expense items are based on Prizm's current hourly rates.
10. These fees stated herein are valid if accepted within 30 days of the date of the proposal.
11. Prizm reserves the right to move funds between approved tasks as necessary based on approved scope of work provided the overall budget is not exceeded. Funds will be shifted with Client Project Manager approval.
12. Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.
13. Should Prizm be asked or required to support Client through project appeals or legal challenges, this work will be billed at an hourly rate under a new task called Client Support. A fee estimate can be provided to the Client prior to proceeding with this work.
14. If the Client requests Prizm's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Prizm's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task and will be in addition to the maximum or total fees and costs stated in the agreement to which this scope of work is attached.

ADDITIONAL SERVICES

Prizm has the capability to provide services outside of the agreed upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Materials basis and billed in accordance with the attached Professional Services Fee Schedule. Additional Services will only be provided at the written request of the Client.

City of Kirkland Storm Line Rehabilitation on NE 136th St (Finn Hill)

Job Number: 260032 Prepared By: Grace Garwin, PE

Date: 8/27/2026 Checked By: Rob Dahn, PE

Task #	Description	Project Manager \$220/hr Hours	Engineer I \$180/hr Hours	Technical Designer II \$200/hr Hours	Total Hours	Subconsultant Fee	Markup (15%)	Total Fee	Fee Type
001	Project Management	56	5	0	61	\$0	\$0	\$13,220	Not to Exceed
002	Survey Services	3	3	0	6	\$15,950	\$2,393	\$19,543	Fixed Fee
003	Arborist Services	2	2	0	4	\$12,000	\$1,800	\$14,600	Fixed Fee
004	Other Utility Coordination	20	20	0	40	\$0	\$0	\$8,000	Not to Exceed
005	Preliminary Design	16	34	24	74	\$0	\$0	\$14,440	Not to Exceed
006	30% Design	18	34	32	84	\$0	\$0	\$16,480	Not to Exceed
007	90% Design	28	54	48	130	\$0	\$0	\$25,480	Not to Exceed
008	Final Design	11	24	24	59	\$0	\$0	\$11,540	Not to Exceed
009	Bidding & Award Services	6	6	4	16	\$0	\$0	\$3,200	Not to Exceed
010	Potholing							\$30,350	Not to Exceed
	Expenses							\$250	Not to Exceed
	Total Hours	160	182	132	474				
	Prizm Personnel	\$35,200	\$32,760	\$26,400		\$27,950	\$4,193	\$157,103	

Task #	Item #	Description	Project Manager \$220/hr	Engineer I \$180/hr	Technical Designer II \$200/hr	Total Hours	Subconsultant Fee	Markup (15%)	Total
001	Project Management								
	1	Project Meetings	5	5		10		\$0	
	2	Monthly Invoices/Progress Reports	5			5		\$0	
	3	QA/QC	16			16		\$0	
	4	Internal Project Coordination	20			20		\$0	
	5	Bi-Weekly Status Checks	10			10		\$0	
		Total Hours	56	5	0	61			
		Total Fee	\$12,320	\$900	\$0		\$0	\$0	\$13,220
002	Survey Services								
	1	Surveying				0	\$15,950	\$2,393	
	2	Subconsultant Coordination	3	3		6		\$0	
		Total Hours	3	3	0	6			
		Total Fee	\$660	\$540	\$0		\$15,950	\$2,393	\$19,543
003	Arborist Services								
	1	Arborist Evaluation				0	\$12,000	\$1,800	
	2	Subconsultant Coordination	2	2		4		\$0	
		Total Hours	2	2	0	4			
		Total Fee	\$440	\$360	\$0		\$12,000	\$1,800	\$14,600
004	Other Utility Coordination								
	1	Utility Coordination	20	20		40		\$0	
		Total Hours	20	20	0	40			
		Total Fee	\$4,400	\$3,600	\$0		\$0	\$0	\$8,000
005	Preliminary Design								
	1	Kick Off Meeting	2	2		4		\$0	
	2	Alternative Exhibits	4	12	24	40		\$0	
	3	Preliminary Engineer's Estimate	6	16		22		\$0	
	4	Preliminary Design Letter	4	4		8		\$0	
		Total Hours	16	34	24	74			
		Total Fee	\$3,520	\$6,120	\$4,800		\$0	\$0	\$14,440

006	30% Design								
1	Review Meeting	2	2		4			\$0	
2	Project Walk-through	2	2		4			\$0	
3	30% Design Plans	6	12	32	50			\$0	
4	30% Engineer's Estimate	2	8		10			\$0	
5	TIR Summary	2	6		8			\$0	
6	30% Desgin Memo	4	4		8			\$0	
	Total Hours	18	34	32	84				
	Total Fee	\$3,960	\$6,120	\$6,400			\$0	\$0	\$16,480
007	90% Design								
1	Review Meeting	2	2		4			\$0	
2	Project Walk-through	2	2		4			\$0	
3	90% Design Plans	8	16	48	72			\$0	
4	90% Engineer's Estimate	2	8		10			\$0	
5	90% Specifications	8	16		24			\$0	
6	Draft TIR	2	6		8			\$0	
7	90% Desgin Memo	4	4		8			\$0	
	Total Hours	28	54	48	130				
	Total Fee	\$6,160	\$9,720	\$9,600			\$0	\$0	\$25,480
008	Final Design								
1	Review Meeting	2	2		4			\$0	
2	Final Design Plans	2	6	24	32			\$0	
3	Final Engineer's Estimate	1	4		5			\$0	
4	Final Specifications	4	8		12			\$0	
5	Final TIR	2	4		6			\$0	
	Total Hours	11	24	24	59				
	Total Fee	\$2,420	\$4,320	\$4,800			\$0	\$0	\$11,540
009	Bidding & Award Services								
1	Addenda (if necessary)	2	2	4	8			\$0	
2	General Assistance to the City	4	4		8			\$0	
	Total Hours	6	6	4	16				
	Total Fee	\$1,320	\$1,080	\$800			\$0	\$0	\$3,200
010	Potholing								
1	Potholing (10 ea @ 2,500)				0		\$25,000	\$3,750	
2	Subconsultant Coordination	4	4		8			\$0	
	Total Hours	4	4	0	8				
	Total Fee	\$880	\$720	\$0			\$25,000	\$3,750	\$30,350

August 11, 2026

PRIZM LAND

Attn: Grace Garwin
11808 Northup Way, Suite 100
Bellevue, WA 98005
Email: ggarwin@prizmland.com
Phone: 206-999-8627

RE: City of Kirkland NE 136th Ave Storm Rehab – Survey Proposal

Grace,

On behalf of S&F Land Services, I am pleased to submit this proposal to provide professional surveying services for City of Kirkland NE 136th Ave Storm Rehab, as shown on the enclosed Exhibit A.

Scope of Work:

1. Topographic Survey Base Mapping:
 - a. See area of survey highlighted in **RED** on enclosed Exhibit A
 - b. Limited Topographic survey for design
 - i. Improvements
 - ii. All planimetric features
 - iii. Surface data to create contours at 1' intervals.
 - iv. Trees per City of Kirkland standards.
 - c. Underground utilities:
 - i. A private utility locating service will be contracted to pre-mark conductible underground utilities.
 - ii. Structures (manholes/catch basins): pipe inverts, size, direction, and material.
 - iii. On-site underground utilities.
 - d. Property boundaries will be shown based on King County records, GIS Data, and other publicly available information.

Assumptions:

- i. **NOT** included in this scope of work (these can be added if required)
 - a. Wetland mapping
 - b. Boundary surveying
- ii. S&F will coordinate and obtain a Title Report current within the last 30 calendar days, the cost of which is included herein.
- iii. S&F will have unobstructed access to the subject property to complete the above scope of work.

Deliverables:

- i. AutoCAD .dwg drawing file.

Fees:

The fees for the scope of services as described above will be on a fixed fee basis. Additional services requested and approved by the Client not described herein will be billed as a Contract Addendum.

FEES	\$15,950
1. Topographic Survey	\$13,800
2. Private Utility Locating Service	\$2,150

If this proposal is acceptable to you, please sign a copy of this letter and return it to us as our notice to proceed. Signing this document is a promise to pay for services as outlined above, and acknowledgment of our enclosed terms and conditions. I appreciate the opportunity to provide this proposal for your consideration. If you have any questions or concerns, please feel free to call me at the phone number listed above.

Sincerely,



Travis Bradley, PLS, CFedS - Puget Sound Regional Survey Manager
S&F Land Services

_____ (Date Accepted)

_____ (Signature)

_____ (Name)

_____ (Title)

Exhibit A



CITY OF KIRKLAND

Storm Line Rehabilitation on NE 136th Street (Finn Hill) – JL #SDC 141

Arboricultural Consulting Services

Prepared for: Prizm Land, Inc.

Prepared by: Cascara Tree Consulting, LLC

Project Understanding

Prizm Land, Inc. is providing engineering and design services for the City of Kirkland's Storm Line Rehabilitation on NE 136th Street (Finn Hill) project. The project generally consists of replacement of approximately 575 linear feet of existing 12-inch stormwater pipe extending from the vicinity of 97th Avenue NE downslope to NE 136th Street. The existing stormwater system extends through a wooded green-space property and has experienced failures associated with age and root intrusion.

Cascara Tree Consulting, LLC (Cascara) will provide arboricultural consulting services as a subconsultant to Prizm to document existing tree conditions, evaluate potential impacts associated with the proposed improvements, and develop recommendations to minimize impacts to existing trees through project design and construction planning.

Scope of Work

Project Management & Coordination

Cascara will provide general project management and coordination throughout the duration of the project, including coordination with Prizm, internal project administration and scheduling, review of project materials, meeting preparation and participation, and invoicing.

Task 1 – Existing Tree Inventory & Assessment

Cascara will conduct an assessment of trees within and immediately adjacent to the anticipated project area that may be affected by the proposed improvements.

Services will generally include:

- Review available project information, survey/base mapping, and preliminary design information provided by Prizm.
- Conduct a site visit to inventory and assess trees within or adjacent to the anticipated limits of disturbance (LOD).
- Tag inventoried trees with sequentially numbered metal tags where access allows.
- Record applicable tree information, including tag number, species, diameter at breast height (DBH), condition, and other relevant observations.
- Identify trees with significant existing health or structural concerns that may influence project design or construction.
- Identify trees warranting additional consideration due to size, condition, location, or retention value.

- Coordinate tree locations and numbering with survey/base mapping provided by Prizm. Tree locations are anticipated to be established by the project surveyor and/or supplemented by Cascara as necessary for review.

Deliverables:

- Tree inventory and assessment data (Excel)
- Arborist markups and/or tree inventory information suitable for incorporation into the project base map (PDF/Bluebeam REVU)

Task 2 – Preliminary Alignment & Tree Impact Review

Cascara will review preliminary stormwater alignment alternatives prepared by Prizm and evaluate potential impacts to existing trees.

Services will generally include:

- Review up to three preliminary storm line alignment/construction alternatives.
- Evaluate anticipated impacts from excavation, construction access, grading, storm pipe and structure installation, staging, and other proposed improvements
- Identify trees likely to require removal and trees that may be retained with appropriate protection or modified construction methods.
- Evaluate potential root impacts associated with open-cut construction and provide arboricultural input regarding alternative construction methods where appropriate.
- Provide recommendations for alignment adjustments or construction approaches that may reduce impacts to significant trees where practicable.
- Participate in coordination with Prizm regarding selection/refinement of the preferred alternative.
- Participate in one project site walk with Prizm and/or City staff, if requested.

Deliverable:

- Arborist comments/markups addressing preliminary alternatives and tree impacts for incorporation into Prizm's preliminary design evaluation (PDF/Bluebeam REVU)

Task 3 – Arborist Report & 30% Design Review

Following selection of the preferred alternative, Cascara will review the 30% design and prepare arboricultural documentation supporting the proposed design.

Services will generally include:

- Review the 30% plans relative to inventoried trees.
- Identify trees proposed for retention and removal.
- Evaluate anticipated encroachment into tree driplines and critical root zones.
- Identify locations where specialized tree protection measures or construction methods are warranted.
- Develop tree protection recommendations applicable to excavation, equipment access, staging, grading, utility installation, and other work occurring near retained trees.
- Prepare an Arborist Report in compliance with Kirkland Zone Code Chapter 95 documenting the tree inventory and assessment, anticipated project impacts, tree retention/removal recommendations, and recommended tree protection measures.
- Provide tree protection notes and/or plan markups for incorporation into the project plans by Prizm.

Deliverables:

- Arborist Report (PDF)
- Tree protection recommendations and plan markups, as applicable (PDF/Bluebeam REVU)

Task 4 – 90% & Final Design Review

Cascara will provide final review as the project progresses through 90% and final design.

Services will generally include:

- Review 90% plans for consistency with previous arboricultural recommendations.
- Review final design revisions affecting trees.
- Confirm tree protection measures are appropriately reflected in the construction documents.
- Provide minor revisions to the Arborist Report and/or tree protection recommendations, as necessary.
- Respond to tree comments from Prizm or the City associated with finalizing the design documents.

Deliverables:

- Final Arborist Report (PDF) and tree protection recommendations (PDF/Bluebeam REVU)

Schedule

Cascara will coordinate its work with Prizm's project schedule and will aim to provide arboricultural review sufficiently in advance of each design milestone to allow recommendations to be incorporated into the applicable submittal.

Fee Schedule

Cascara proposes completing the above services on a time-and-materials basis with a **total fee not to exceed \$12,000** without prior authorization from Prizm.

Services will be billed at Cascara's standard hourly rates:

Personnel Hourly Rate

Principal Arborist: \$180/hour

Associate Arborist: \$160/hour

Task	Estimated Hours	Hourly Rate	Estimated Budget
Project Management & Coordination			
Principal Arborist	4 hours	\$180.00	\$720.00
Associate Arborist	2 hours	\$160.00	\$320.00
SUBTOTAL			\$1,040.00
Task 1 – Existing Tree Inventory & Assessment (includes travel + time on-site)			
Principal Arborist	10 hours	\$180.00	\$1,800.00
Associate Arborist	10 hours	\$160.00	\$1,600.00
SUBTOTAL			\$3,400.00
Task 2 – Preliminary Alignment & Tree Impact Review			
Principal Arborist	8 hours	\$180.00	\$1,440.00
Associate Arborist	8 hours	\$160.00	\$1,280.00
SUBTOTAL			\$2,720.00
Task 3 – Arborist Report & 30% Design Review			
Principal Arborist	10 hours	\$180.00	\$1,800.00
Associate Arborist	6 hours	\$160.00	\$960.00
SUBTOTAL			\$2,760.00
Task 4 – 90% & Final Design Review			
Principal Arborist	6 hours	\$180.00	\$1,080.00
Associate Arborist	4 hours	\$160.00	\$640.00
SUBTOTAL			\$1,720.00
ESTIMATED LEVEL OF EFFORT	68 hours	-	\$11,640.00
TOTAL NOT-TO-EXCEED FEE			\$12,000.00

Exhibits

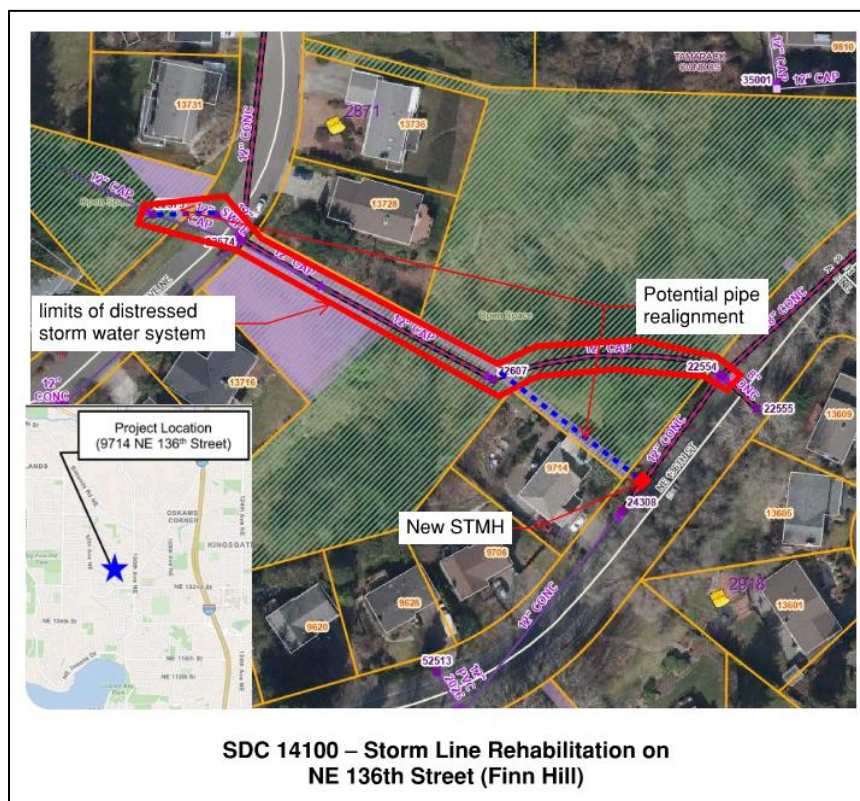


Figure 1. Project scope of work (Source: City of Kirkland RFQ)

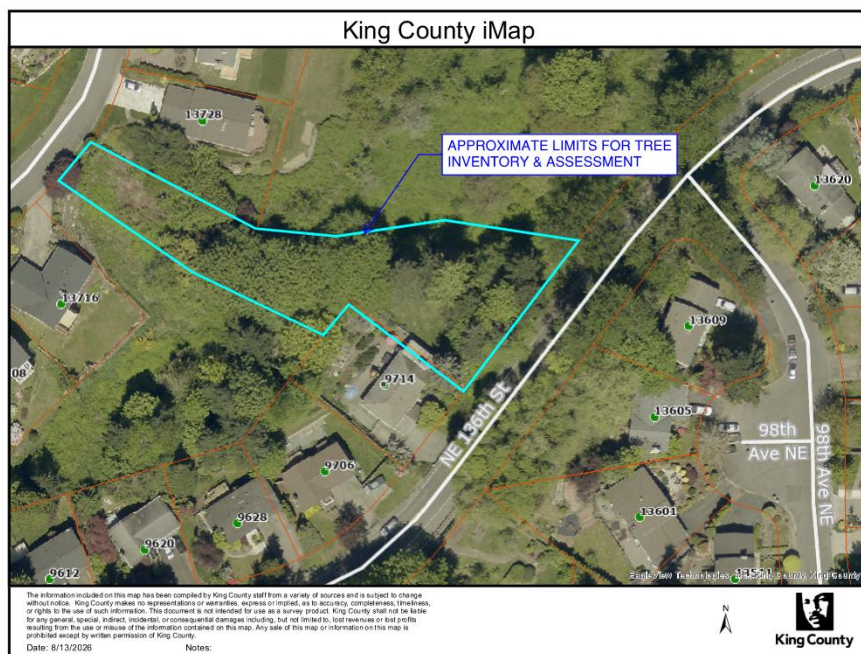


Figure 2. Tree Inventory & Assessment scope of work

Assumptions & Exclusions

The scope and fee are based on the following assumptions:

- Prizm will provide Cascara with available survey/base mapping, proposed design plans, and other relevant project information in electronic format.
- The project survey will provide sufficient horizontal information to correlate inventoried trees with the proposed improvements. Detailed survey of tree locations by Cascara is not included unless specifically requested.
- The scope assumes one primary field inventory/assessment and one subsequent project site walk. Additional field visits will be considered additional services.
- The scope assumes review of up to three preliminary design alternatives and one preferred alignment progressing through 30%, 90%, and final design. The level of arboricultural review at each subsequent design stage will be limited to changes affecting trees, tree protection measures, or previously identified impacts.
- Preparation of engineering drawings, CAD drafting, survey services, geotechnical analysis, wetland/critical area studies, and environmental permitting is not included in the scope of work.
- Tree appraisal or valuation is not included.
- Advanced tree risk assessment, aerial inspection, sonic tomography, root excavation, or other specialized diagnostic services are not included unless specifically requested.
- Construction-phase arborist monitoring, root pruning supervision, tree protection inspections, contractor coordination, and post-construction tree assessment are not included in this scope. These services can be provided under a separate authorization once the final construction approach and schedule are established.
- Substantial redesign, evaluation of additional alternatives beyond those described above, or revisions resulting from changes in project scope may require additional authorization.
- The tree inventory limits will be based on the anticipated project limits of disturbance and design alternatives available at the time of the initial field assessment. Expansion of the project area or evaluation of substantially different alignments may require additional field assessment.
- Additional services requested by Prizm or the City will be performed only upon authorization and billed at Cascara's applicable hourly rates.

Additional Services

Cascara has the capacity to provide services outside of the agreed upon Scope of Work. These services would be considered Additional Services and would be provided on a Time and Material basis at Cascara's applicable hourly rates. Additional Services will only be provided upon written authorization from Prizm.