



 **City Attorney**
Ryan Gompertz
Rev: 01/16/26

PROFESSIONAL SERVICES AGREEMENT

Modular Addition Project

The City of Kirkland, Washington, a municipal corporation ("City") and Hinge Studio, LLC, whose address is 5511 ½ Airport Way S, Seattle, WA 98108 ("Consultant"), in consideration of the mutual benefits and conditions set forth below, 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.
- 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.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these Services shall not exceed \$102,500, as detailed in Attachment A.
- B. Payment to 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 subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete 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 Facilities 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 the services, and shall coordinate all communications with the Consultant from the City.

IV. DURATION

The estimated completion date for the Consultant's performance of the services specified in Section I is September 30, 2026. For purposes of paying final invoices and finalizing services, this contract expires on November 30, 2026.

Consultant will diligently proceed with the services contracted for, but 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, Consultant shall forthwith notify the City.

V. 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 consultant against all claims made against 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 financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including Chapter 42.56 RCW.

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.

~~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 has part of this contracted project.~~

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.

The foregoing records shall be maintained for a period of six 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.

VI. 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, Consultant may complete such analyses and records as may be necessary to place its files in order. 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.

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION

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 the City, and its officers, officials, employees, and volunteers (together "Indemnified Parties") harmless 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, except for injuries and damages caused by the sole negligence of the Indemnified Parties.

- 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 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 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 work hereunder 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.

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.** 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 ISO occurrence 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 Insurance Services Office (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 Consultant's receipt of such notice.

C. Acceptability of Insurers

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

D. 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 Services.

E. 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.

F. 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. 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 Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. 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. Consultant is responsible for providing the office space and clerical support necessary for the performance of 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 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

Recipient 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 City and 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 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:

Signature: Katherine R Cudney

Printed Name: Katherine R Cudney

Title: 01/16/2026

Date: 01/16/2026

CITY OF KIRKLAND:

Signature: Tracey P. Dunlap

Tracey Dunlap, Deputy City Manager

Date: 01/20/2026



TO:

Lee Ann Skipton, Facilities Manager
City of Kirkland
123 Fifth Ave
Kirkland, WA 98033

December 1, 2025

RE: Modular Addition Project – Design Team Recommendation

To whom it may concern:

The City has purchased a 28' x 64' modular building to provide additional office and meeting space on City Hall property. The City has identified a target budget of \$350,000 with occupancy by September 2026. Installation and improvements to the building to meet the needs of the intended programs will require coordinated architectural, civil, structural, and electrical support.

The attached proposal includes Hinge Studio (WBE) as the architect and lead with civil, structural (MBE) and electrical vendors as subconsultants. Hinge Studio has demonstrated expertise in office improvements and adaptive reuse, making them uniquely qualified to oversee these partners to deliver a highly efficient design package to meet the project's schedule and budget constraints.

I recommend moving forward with the attached design and subconsultant package to support efficient, coordinated project delivery.

Respectfully,

Carly Parkins, PMP, Assoc. DBIA
Maitri Consulting

Architectural Services
City of Kirkland Administrative Portable

11/24/2025
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Scope of Work

Provide Architectural/Design Services for placement and modification of existing 28x64 modular building for use as an administrative office space (the “**Project**”).

Project Understanding:

1. Modular building to be located in 6 parking spaces on the North end of East parking lot. See site diagram in 08/06/2025 Meeting minutes
2. Coordinate location of electrical supply panels from main city hall building
3. No plumbing included
4. Foundation and Structural Engineering work to be provided by others; structural engineer to coordinate design with Architect.
5. Project to include an ada ramp and “porch” landing at entry.
6. Existing modular building will receive roof repairs prior to being moved to the site.
7. No roofing or overhang scope is anticipated.
8. Architect will provide elevations for new windows, new doors, and will provide design studies for exterior treatment to aesthetically align the facade with the City Hall architecture.
9. Furniture plan will utilize owner provided Herman Miller Canvas Furniture package - optimally with 6x8 cubes. Owner will provide furniture schedule with all parts and model numbers for coordination. Hinge to work directly with Miller Knoll furniture representatives.
10. Inhabitants expected to be Human Services Homeless Outreach Team (3 personnel) and (1) Victims' Advocate recently funded by grant
 - a. These groups interact with the public regularly and need spaces for private/confidential conversations
 - b. 2 offices, 1 conference room and several cubical work stations
 - c. Minor stakeholder engagement expected
11. Architects will work closely with city dedicated plan reviewers
12. Traffic / parking study will likely be required and will be provided by City of Kirkland.
13. Target occupancy - ASAP Anticipated ~1 year
14. Target budget \$150,000 MACC

Scope to include only the architectural services described herein. Fee proposal is broken into phases based on the anticipated process. Client will approve deliverables submitted at each phase below prior to going into the next phase, and Architect shall update its estimate of the Cost of the Work at the beginning of each phase. See below for detailed descriptions by task.

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Proposal

Proposed work will be performed on an hourly basis with an estimated total indicated by adding the fees for each phase below. Individual phase amounts may increase or decrease. Fees are based on hourly rates as indicated in Terms & Conditions below. Architect reserves the right to request additional fee if the required work is different than that which is assumed and described below. Architect will update the client monthly regarding fee progress relative to the estimate.

Pre-Design, Schematic Design **\$8,500**

Deliverables and Process

- Site visit
- Bring owner supplied asbuilts into BIM model software
- Schematic site and building plans including furniture plan utilizing modular furniture
- Program confirmation
- Code review
- Preliminary budget and schedule
- Pre-application coordination with city
- Duration: 3-4 weeks

Assumptions and Exclusions

- Estimate allows for:
 - In Person Site Visit + Kick off meeting
 - 2 virtual Schematic Design Meetings as described below
- Round 1 - Develop 2-3 initial site and floor plans
- Round 2 -refine to one preferred site and floor plan
- Assumes Client to provide as-built drawings in to scale PDF or DWG format
- including modular building plan, site plan or survey. If Architect needs to produce these drawings, additional fees will be required.
- Client to contract directly with traffic engineers for any parking studies.
- The following consultants will be coordinated under Architect:
 - Civil Engineer: Jacobson Consulting Engineers
 - Structural Engineer: Atlas Design Group
 - Electrical Engineer: Stantec Consulting Services, Inc.

Permit Documents (DD) Phase **\$21,000**

Deliverables and Process

- Permit drawings and forms, and city coordination. The drawing set typically includes site plan, egress plan, floor plan, exterior elevations, building sections with relationship to site grading, reflected ceiling plan with lighting, and door schedule, ramp and stair drawings, and typical interior ceiling and wall details. Permit drawings are abbreviated in scope, content, and detail suitable for

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applying for a permit; they should not be relied upon for bidding or construction without additional detail.

- Architect to provide additional construction details such as exterior skirting, casework details, outline specifications, final finish and fixture selection/plans and construction details not required for permitting.
- Duration: 4-5 weeks

Assumptions and Exclusions

- Client to contract directly with traffic engineers for any parking studies.
- The following consultants will be coordinated under Architect for site planning and permit drawings development:
 - Civil Engineer: Jacobson Consulting Engineers
 - Structural Engineer: Atlas Design Group
 - Electrical Engineer: Stantec Consulting Services, Inc.
- Excludes 3 part specifications
- Excludes modifications to roofing or overhangs.
- Allows for two virtual client meetings
- Excludes renderings, Jurisdictional Design Review, Master Use or Land Use permit, Drainage Design and SEPA unless otherwise stated.
- Assumes modular building will not require energy code credits or upgrades
- Excludes Permit or Impact fees
- Allows for minimal consultant coordination (12 hours)
- Allows for 4 hours of permit corrections
- Does not include engineering and permitting process for Mechanical, Plumbing and any required Fire systems. If jurisdiction requires these permits to be submitted as part of building permit, additional consultants and additional architectural coordination fees will be required.
- Excludes interior elevations
- Excludes value engineering
- Excludes Bid Documents or Bid Assistance

Additional Potential Scope Line Items

Exterior system selection for new windows and doors **\$4,000**
 Includes elevation updates, door and window schedules (type, size, quantity, finish), exterior assembly/weatherproofing detailing, structural coordination for new wall framing, demolition drawings, coordination with owner's hardware (access control, locking, ADA operators), energy code compliance documentation for permit review.

Design studies for exterior facade treatment **\$2,400**
 Allows for up to 2 options of study and presentation. Includes exterior palette color selections, reclad material options, skirting options. Allows for 2 virtual meetings. Documentation of modifications once materials are selected.

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Exterior renderings **\$3,000**

3D perspective views of building exterior as a visualization tool in presentations.
\$1000/ per view up to 3 views. Views to include site information.

Construction Documents (CD) Phase **NIC**

Construction Consultation Phase **\$2,000 allowance, Hourly As Needed**

Fee Summary Table

<u>Design Phases - Hinge Studio</u>	Fee		
Pre-Design, Schematic Design	\$ 8,500.00		
Permit Documents (DD)	\$ 21,000.00		
Construction Consultation allowance	\$ 2,000.00		
<u>Additional Requested Scope - Hinge Studio</u>			
Exterior System Selection	\$ 4,000.00		
Exterior Design Studies	\$ 2,400.00		
Exterior 3D Renderings	\$ 3,000.00		
<u>Consultants Proposals</u>		<u>10% Hinge Studio Markup</u>	<u>Subtotals</u>
Civil Engineer: Jacobson Consulting Engineers	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00
Jacobson CA Allowance	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00
Structural Engineer: Atlas Design Group	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00
Electrical Engineer: Stantec Consulting Services, Inc.	\$ 16,000.00	\$ 1,600.00	\$ 17,600.00
Total including markups	\$ 102,500.00		

Terms and Conditions

Undefined but capitalized terms in the Agreement shall be defined according to AIA Document A201-2017.

Hourly Rate

Principal Architect	\$165/hour
Project Architect	\$140/hour
Associate	\$125/hour
Intern/Administration	\$100/hour

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Task Assignment

Current estimate assumes Associate performing a certain portion of all work. If necessary, Project or Principal Architect may perform a greater percentage of work. Estimated hours may decrease but hourly costs would increase as indicated above. Architect reserves the right to assign tasks as appropriate for the work involved.

Rate Increase

Hinge Studio reserves the right to reassess hourly rates annually. In the event that it is necessary to increase rates, the client will receive correspondence indicating a rate increase one month prior to the change. In the event of a rate change estimate totals may increase accordingly.

Reimbursable Expenses

Reimbursable Expenses for this project may include document printing, permit fees, product or material samples, and non-vehicle travel expenses including ferry fees. Vehicle travel greater than 50 miles from the Hinge office will be billed at the current federal mileage rate. Apart from ferry fees non-vehicle travel expenses will be approved prior to performing work. Reimbursable expenses are billed at cost plus 10%.

Client Information

Prior to commencement of Architect's services, Client shall provide Architect with the objectives, schedule, constraints and criteria, including space requirements and relationships, systems and special equipment, and existing conditions of the Project. A legal description and survey of the project may be required prior to commencement of design development.

Consultants

Architect will include a 10% markup for consultants, reference Fee Summary Table. See attached consultant proposals at the end of this document.

Client will contract directly with any additional consultants, contractors, and/or engineers. Architect may assist client in obtaining fee proposals for necessary consultants. If applicable, fee estimate includes time for consultant coordination. Client shall furnish all testing and inspections required during construction or required by law or the Construction Contract. Client shall include Architect on communications with Client's consultants or contractors to the extent they affect Architect's services. Architect shall be entitled to rely on, and not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Client and the Client's consultants.

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Invoicing

Fees are invoiced at the end of each month based on the time spent that month. Invoices should be paid within 20 days. Overdue invoices will be charged interest of 10% per month from the date of the invoice.

Budget & Cost

Client shall provide a construction budget that includes reasonable contingencies, including a design contingency of [5%] and meets the Project's requirements. The budget shall include the Cost of the Work. The Architect has no control over construction costs or contractors' prices, labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions, therefore any opinions of probable cost are made on the basis of the Architect's experience and judgment as a design professional, but the Architect does not warrant or guarantee that contractors' proposals, bids, or costs will not vary from the Architect's opinion of probable cost. If at any time the bidder, Contractor, or Architect's estimate of the Cost of the Work exceeds Client's budget for the Cost of the Work, Architect shall, as an Additional Service, make recommendations to the Client to adjust the Project's size, quality, or budget for the Cost of the Work, and the Client shall cooperate with the Architect in making such adjustments.

Schedule

Architect will provide an anticipated design schedule at the start of the project. This schedule will include anticipated milestone dates for the design process only. Owner agrees to adjust the schedule to the extent caused by forces outside the Architect's control. A client initiated delay of a schedule for 4 or more weeks will result in additional fees to restart the project. This includes clients returning feedback on the design and other delays.

Construction Documents and Construction Phase Services

The client understands that drawings done for feasibility, pricing and/or permitting are not intended to be complete construction documents. The drawings and specifications created by the Architect are instruments of service intended for use only on the Project with Architect's involvement. If Client uses the instruments of service for any other purpose including construction or without Architect's involvement, Client agrees to waive all claims against Architect and indemnify Architect against all claims arising from such use, except to the extent such claims are caused by negligent errors or negligent omissions contained within the instruments of services themselves.

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Limitation of Liability

The Client agrees that to the fullest extent permitted by law, design professional's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed twice the amount of fees paid to Architect. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed or implied warranty and strict liability. Client and Architect waive consequential damages arising out of or relating to this Agreement.

Termination or Suspension of Contract

This Agreement may be terminated for convenience by either party, after no less than seven days of written notice. If Client terminates for convenience, Client shall compensate Architect for services performed prior to termination and reimbursable expenses incurred, along with expense attributable to termination. This Agreement shall terminate one year from the date of substantial completion. If Client suspends the Project, Architect shall be compensated for service performed prior to notice of such suspension. When resumed, Architect shall be compensated for expenses incurred in resumption of Architect's services, and Architect's fees for remaining services and schedule for such services shall be equitably adjusted.

Contractor

Client shall hire a general contractor experienced in the type of the Project to perform construction and provide cost information by separate agreement ("**Construction Contract**"). Architect will not have control over or charge of, and will not be responsible for, acts or omissions of the contractor, contractor's subcontractors, or any other persons or entities performing portions of the construction of the Project.

Construction Contract Administration

Architect shall not be responsible for failures to construct in accordance with its drawings and specifications made part of the Construction Contract, for performing inspections, for making exhaustive observations of the construction work, for supervising construction, for jobsite safety, or for means, methods, techniques, sequences or procedures employed for the construction of the Project. Architect has no control over contractor's construction means and methods or sequencing. Architect shall not be responsible for any substitutions or acceptance of non-conforming work made or given without its approval.

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Coordination

To the extent necessary for Architect's services, Architect shall coordinate services provided by the Client or Client's consultants; otherwise, Client shall coordinate all such services other than Architect's services.

Submittals

Architect shall review contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking conformance with information given and the design concept expressed in the Construction Contract. Architect's review is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Architect's review does not constitute approval of safety precautions or construction means and methods or sequencing. Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component. Architect shall review Client's consultants' submittals but only for the limited purpose of checking conformance with its design concept and, to the extent necessary, coordination of such submittals with Architect's work. Architect may specify appropriate performance and design criteria that such services must satisfy and review and take appropriate action on submittals from Client's consultants. Architect shall review and respond to written requests for information about its design that include sufficient detail and identification of the specific drawings or specifications in need of clarification.

Site Visits

Architect shall visit the site solely as required herein. The purpose of Architect's site visits shall be to become generally familiar with the progress and quality of the portion of the work completed and to determine if the work observed and documented is being performed in a manner that, when complete, will be in accordance with the Construction Contract. However, Architect shall not be required to make any exhaustive or continuous observations or on-site inspections to check the quality or quantity of the work.

Integration, Amendments, Enforceability.

This Agreement represents the entire and integrated agreement between Owner and Architect and supersedes all (whether written or oral) prior negotiations, representations, or agreements. This Agreement may only be amended by a written instrument signed by both Architect and Owner. To the extent any provision of this Agreement is deemed unenforceable or invalid, it shall not invalidate remaining provisions, and any such provision shall be construed, to the fullest extent permitted by law, to effectuate the parties' intentions and purposes in executing this Agreement.

**Architectural Services
City of Kirkland Administrative Portable**

**11/24/2025
123 5th Ave, Kirkland, WA 98033**

Assignment

Neither party shall assign this Agreement or any rights arising under it, whether during or after performance, to any person or entity. This Agreement may be modified or amended only by way of an instrument signed by both Parties.

Expiration

This proposal is valid for 30 days.

The proposal and terms and conditions as outlined above constitute our contract with one another. Please sign and date below to accept this proposal.

Lee Ann Skipton, City of Kirkland

Date

Kate Cudney, Architect, Hinge Studio

Date



PROPOSAL FOR LIMITED CIVIL ENGINEERING SERVICES

Civil Site Development Engineering

TO Cristine Traber
Hinge Studio

PROJECT City of Kirkland – City Hall Modular Addition
Design & CA

DATE November 6, 2025

Our knowledge of the project is as follows, and this proposal reflects the scope of services and compensation.

Project Overview

The project scope includes assisting Hinge Studio, Maitri Consulting, and the City of Kirkland to assess and design the site improvements required to install a modular building at the City Hall campus. We have extensive experience assisting clients with the site development portions of modular building installations, and also considerable experience permitting projects within Kirkland city limits.

The City Hall campus is located at 123 5th Avenue, Kirkland WA, 98033, with the project site anticipated to be on north end of the east side of the building at. The current proposed site is currently occupied by asphalt paved parking stalls, adjacent sidewalks as well as landscaping. There is about 5-feet of grade change across the modular footprint, which may necessitate some re-grading and paving to better accommodate the modular installation as well as ADA and pedestrian access. The modular building is approximately 28' X 64' in size.

The JCE team fully embraces the principles of collaboration and emphasizes a cooperative approach to problem-solving. As project partners and part of the project team, we are committed to deliver this project by participating in a culture of open and honest communication and establishing an environment where the team contributes its best efforts for the benefit of the project.



Scope of Services

Limited Civil Engineering Services

» **Basic Services**

- Attend meetings with the Design and Portable Installation Team as requested
- Civil Engineering and site design for permit, bid and construction

» **Construction Administration**

- Review Submittals
- Answer RFI's
- Site Visit Reports
- Prepare As-Built\Record Drawings

Proposed Fee

Limited Civil Engineering Services

Basic Services: Based upon our understanding of the project and tasks being requested from us and described above, we propose to provide our Basic Services for the project at our hourly rates up to an assumed maximum of \$15,000.

If the scope of the services requested exceeds what is described above, or our assumed effort of about 80 blended staff hours, an additional service may be requested.

Construction Administration: Based upon our understanding of the project and tasks being requested from us and described above, we propose to provide our Construction Administration Services for the project at our hourly rates up to an assumed maximum of \$10,000.

If the scope of the services requested exceeds what is described above, or our assumed effort of about 54 blended staff hours, an additional service may be requested.

Exclusions

- » *Structural, Electrical, Landscape, or Traffic design services.*



Conclusion

We look forward to the opportunity of providing our services to work with Hinge Studio, Maitri Consulting, City of Kirkland, and the rest of the selected design team, to support our combined efforts to complete the City of Kirkland – City Hall Modular Addition. The design scope and project description are described above, and the attached Schedule of Terms completes this agreement. If you have questions, feel free to contact me at your convenience by email at Alan@JacobsonEngineers.com or by phone at 206.426.2600.

Please sign this proposal and return a copy so that we can begin our efforts. If directed to begin our efforts before a signed copy is received, the terms of this agreement are understood to be enforced.

11/6/2025

JACOBSON CONSULTING ENGINEERS

Alan Jacobson, P.E., Principal

For Hinge Studio

Date

Schedule of Terms

All proposals by Jacobson Consulting Engineers, LLC (“Jacobson Consulting Engineers”) are subject to the following terms unless expressly noted otherwise in the accompanying proposal. Any alteration or deviation from the scope of services set out in the proposal will only be performed upon a written order for the same, signed by both parties. Authorization for Jacobson Consulting Engineers to proceed constitutes agreement to these terms and conditions.

1. Hourly Charges for Personnel

Personnel will be charged at the following rates when hourly billing is applicable:

\$240	Principal	\$190	CAD Manager
230	Associate Principal	130	Senior Technician
220	Associate	125	Technician I
215	Senior Project Manager	110	Technician II
200	Project Manager	95	Technician III
170	Project Engineer I	80	Technician IV
155	Project Engineer II		
145	Engineer I		
125	Engineer II	80	Administration
115	Engineer III	80	Intern

These rates are subject to annual increases, which typically take place in January of each year. Excluded from these rates is work outside the scope of the accompanying proposal, including additional or extra services, expert witness testimony, litigation, or negotiating claims settlements.

2. Reimbursable Expenses

- 2.1 Any out-of-pocket costs incurred by Jacobson Consulting Engineers will be charged at 1.1 x cost. Reimbursable expenses include but are not limited to, travel expenses, printing of drawings or specifications, courier service, overnight mail, equipment rental, and other charges incurred during our work, not directly provided by us. These items are not included in our fee unless specifically noted in our proposal.

3. Billing

- 3.1 Invoices will be issued monthly and are payable within 60 calendar days of the date we deliver our invoice or upon receipt of payment from the Owner, whichever is less. An interest charge of 1.5%/month will be payable on any amount not paid within this time period. Attorneys' fees and any other costs incurred by Jacobson Consulting Engineers in collecting delinquent accounts shall be paid by the Client.
- 3.2 If the Client fails to make payments when due or otherwise is in breach of this Agreement, Jacobson Consulting Engineers may suspend performance of services upon five (5) calendar days' notice to the Client. Jacobson Consulting Engineers shall have no liability whatsoever to the Client for any costs or damages because of such suspension caused by any breach of this Agreement by the Client. When work is resumed, Jacobson Consulting Engineers shall be compensated as an additional service for expenses incurred in the interruption and resumption of Jacobson Consulting Engineers' services. Jacobson Consulting Engineers' fees for the remaining services and the time schedule shall be equitably adjusted.

4. Dispute Resolution

- 4.1 In an effort to resolve conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Jacobson Consulting Engineers agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- 4.2 Should the dispute not be resolved by nonbinding mediation, it shall be litigated. This Agreement shall be governed by the laws of the State of Washington and the venue shall be the Norm Maleng Regional Justice Center in Kent, King County, WA. The parties consent to such jurisdiction for all purposes (both personal and subject matter). If any claims in a dispute raised by the Client involve allegations of negligence or the breach of the standard of care, thirty (30) days prior to commencing any judicial proceeding, the Client shall provide to Jacobson Consulting Engineers a written certification executed by an independent design professional currently practicing in the same discipline and licensed in the State of Washington. This certification shall specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing such services under similar circumstances. The provision of such written certification is a condition precedent to initiating any legal proceeding or action against Jacobson Consulting Engineers alleging or relating to negligence or a breach of the standard of care.
- 4.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion, as that term is defined in RCW 4.16.310, for acts or failures to act occurring prior to substantial completion, or the date of issuance of the final invoice for payment for acts or failures to act that occur after substantial completion; or, if this Agreement is terminated in accordance with Article 7.1, upon the date Jacobson Consulting Engineers terminates services on the Project.

5. Provision of Services

- 5.1 Jacobson Consulting Engineers will provide services under standards and conditions generally accepted by professionals in the field and consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty or representation, either expressed or implied, is included or intended in Jacobson Consulting Engineers' proposals, contracts, plans and specifications, or reports.
- 5.2 Services shall be provided based only upon the Scope of Services described or by any additional proposals provided in writing and signed by both parties. Services that are not expressly included in the proposal letter or otherwise included herein, are expressly excluded.

6. Limitation of Liability

- 6.1 Jacobson Consulting Engineers, its principals, members, directors, officers, agents, employees, successors and assigns shall not be liable for loss or damage occasioned by delays beyond its control, or for any special, consequential, incidental, punitive or indirect damages such as loss of earnings or loss of use suffered by Client or others. The foregoing limitation of liability shall apply regardless of the cause of action under which such damages are sought. No principal or employee of Jacobson Consulting Engineers shall incur any personal liability to any other party, for an act, error or omission related to this agreement.
- 6.2 The Client agrees that Jacobson Consulting Engineers total liability to the Client, in tort or in contract, for any and all injuries, claims, losses, expenses, damages, causes of action, or claim expenses (inclusive of legal costs) arising out of this

agreement from any cause or causes shall be satisfied solely out of the insurance then available to fund any settlement, award or the amount of required insurance set forth in this Schedule of Conditions.

7. Insurance

- 7.1 Notwithstanding any other provision in this Agreement, or indemnifications provided, nothing shall be construed so as to void, adversely affect or in any way impair any insurance coverage held by either party to this Agreement.
- 7.2 Jacobson Consulting Engineers shall procure Professional Liability Insurance in such amounts and covering such risks as the Company and the Subsidiaries reasonably believe are adequate for the conduct of their business and as is customary for companies of similar size engaged in similar businesses in similar industries. Any specific amount of insurance required shall be submitted in writing and is only valid if agreed to in writing by Jacobson Consulting Engineers.

8. Termination

Either party may terminate this agreement upon written notice if the other party fails to perform any material obligation under this Agreement and fails to cure such breach within ten (10) days after receiving written notice of the breach.

9. Verification of Existing Conditions

- 9.1 Site development around existing underground utilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the site, the Client agrees that Jacobson Consulting Engineers shall not be liable for any costs or damages incurred by any person or entity resulting from concealed or unknown conditions. Client shall require contractor to be responsible for verifying all utility locations prior any excavation.
- 9.2 In addition, Jacobson Consulting Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to pollutants, asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances.

10. Opinion of Probable Costs

Jacobson Consulting Engineers will not provide opinions of probable costs for this project.

11. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due, monies that may be due, or claims arising out of this Agreement) without the prior written consent of the other party.

12. Site Safety

As part of its scope of work, Jacobson Consulting Engineers may perform construction phase services. Jacobson Consulting Engineers however, shall have no control over, charge of, or responsibility for the construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work, nor shall Jacobson Consulting Engineers be responsible for Client's or Client's contractor's failure to perform the work in accordance with the design documents.

13. No Third-Party Beneficiary

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Jacobson Consulting Engineers. Neither Jacobson Consulting Engineers' administration of the contract between the Client and the contractor, nor any acts by Jacobson Consulting Engineers in performing its services hereunder, shall be construed to create a duty of care or any other duty toward any third party, including the contractor or any subcontractor.

14. Entire Agreement

This Agreement represents the entire and integrated agreement between Client and Jacobson Consulting Engineers and this Agreement incorporates and supersedes all prior negotiations, representations, or agreements, either written or oral. Neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. This Agreement may be amended only by written instrument signed by both Client and Jacobson Consulting Engineers.



ATLAS DESIGN GROUP
INC

Proposal for Structural Engineering Services

November 20, 2025

Prepared for:

Hinge Studio, LLC

Project Name:

Modular Addition at Kirkland City Hall





November 11, 2025

Kate Cudney | Christine Traber
Hinge Studio, LLC

RE: Modular Addition at Kirkland City Hall
Proposal for Structural Engineering Services

Dear Kate and Christine:

Thank you for requesting this fee proposal for the “Modular Addition at Kirkland City Hall” project, in partnership with Hinge Studio, and Maitri Consulting. This proposal is based on our described scope of work summary, which was derived from emails and a scope clarification team meeting.

THE PROJECT

The City of Kirkland owns an existing one-story modular building engineered and constructed in accordance with the 2003 International Building Code. The structure is currently located offsite and will be transported to the Kirkland City Hall campus, where it will be installed on a foundation system designed by others.

The City intends to upgrade the building’s interior, including the removal of selected existing walls and the addition of new exterior openings to improve the building’s overall appearance.

Our team is responsible for reviewing the existing structural design and implementing the modifications necessary to support the proposed improvements. This includes accommodating new openings and ensuring that the removal of existing walls does not compromise the structural integrity of the building, while achieving the City’s desired final design.

FEE PROPOSAL

We propose providing services for the project as follows:

PHASE	AMOUNT	FEES TYPE
Design Through Construction Documents (Includes Permitting)	\$15,000	Fixed
Total	\$15,000	

SCOPE OF SERVICES

The following items are included in our scope of services under the proposed fee:

1. Attend team meetings with the Owner, Architect, and Contractor as necessary.
2. Provide knowledge and necessary research to deliver the planned project.
3. Coordination with all disciplines for constructability, including for penetrations and openings through structure.
4. Participate in a quality assurance process by reviewing all other consultant drawings and providing feedback.
5. All required insurance as defined in our Schedule of Conditions.
6. All permitting correction rounds are included in our fee proposal. We produce high quality documents and do not charge the client for fixing our own drawings. Revisions to the building due to architectural permit comments that require structural redesigns would be provided as an additional service based on our hourly billable rates.
7. We will work with the construction team throughout our design processes to incorporate their preferences into our drawings. If the client elects to VE the project after our team has completed our engineering designs, we can accommodate this process as an additional service as fixed-fee or hourly at the client’s request.

REIMBURSABLES

We are not requesting reimbursables for this project.

**CLOSING**

We look forward to the opportunity to work with you on this project. Fees are based upon the conditions and assumptions listed in this proposal. We will bill as progress is achieved. The scope of services includes standard structural consulting services from inception as dictated by the architect of record through completion of construction administration. We anticipate entering into a contract with Hinge Studio based upon this proposal and the enclosed Schedule of Conditions intended to serve as part of this agreement. We will also accept a standard C401 agreement which references this proposal.

Atlas Design Group, Inc.**Christopher Padin, PE, SE**

Hinge Studio (Print Name & Date)

Hinge Studio (Signature)

Schedule of Conditions

The services and compensation of Atlas Design Group, Inc. are based on the following conditions unless otherwise noted in the accompanying proposal. Services that are not expressly included in the proposal letter or otherwise included herein, are expressly excluded. Authorization for Atlas Design Group, Inc. to proceed constitutes agreement to these terms and conditions.

1. 2025 Hourly Charges for Personnel

Personnel will be charged at the following rates when hourly billing is applicable:

\$205	Principal
170	Project Manager
150	Senior Project Engineer
150	BIM Manager
130	Project Engineer
110	BIM Technician

These rates are in effect for a 12-month period, subject to annual increases, which typically take place in January of each year. Excluded from these rates is work involving expert witness testimony, litigation, or negotiating claims settlements.

2. Billing

- 2.1 **Invoices will be issued monthly and are payable within 60 calendar days of the date Client receives our invoice or upon receipt of payment from the Owner, whichever is less.** An interest charge of 3%/month will be payable on any amount not paid within this time period. Attorneys' fees and any other costs incurred by Atlas Design Group, Inc. in collecting delinquent accounts shall be paid by the Client.

3. Additional Services

- 3.1 Structural drawings must be at a greater level of completion than architectural drawings for building permit submittal. If, in order to expedite the schedule, the Client directs Atlas Design Group, Inc. to proceed with Construction Documents for permit submittal prior to the architect fully developing the design, Atlas Design Group, Inc. will do so with the understanding that significant changes during this process and after permit submittal will be billed as Additional Services.

4. Non-Structural Components

- 4.1 The International Building Code, depending on seismic risk level of the project, requires certain non-structural components to meet various standards and/or to be designed by a registered engineer. Except as specifically stated, design of the seismic stability, bracing, or anchorage of nonstructural elements of the building is not a part of the scope of work included herein. Nonstructural elements include, but are not limited to, suspended ceilings; access floors; interior partitions; cladding; glazing systems; light and electrical fixtures; mechanical equipment; life safety components including fire pumps, emergency generators, smoke evacuation fans, and sprinkler systems; storage racks; awnings; architectural fixtures; cabinetry; and furniture.
- 4.2 Unless otherwise noted, the design work described above shall be provided under the direction of the General Contractor on a design-build basis and is excluded from the scope of work for Atlas Design Group, Inc. The Architect shall provide such direction in the specifications. Atlas Design Group, Inc. shall not provide such services unless a specific scope of work can be negotiated and additional compensation is provided.

5. Dispute Resolution

- 5.1 To resolve conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Atlas Design Group, Inc. agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

6. Standard of Care

6.1 Services provided by Atlas Design Group, Inc. under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the time the services are provided. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications, or reports.

7. Risk Allocation/Limit of Liability

7.1 Atlas Design Group, Inc. shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused.

7.2 The Client agrees that to the fullest extent permitted by law, Atlas Design Group, Inc.'s total liability to the Client, in tort or in contract, for any and all injuries, claims, losses, expenses, damages, causes of action, or claim expenses (inclusive of legal costs) arising out of this agreement from any cause or causes shall be the lesser of the amount of insurance then available to fund any settlement, award or the amount of required insurance set forth in this Schedule of Conditions.

7.3 No Principal or employee of Atlas Design Group, Inc. shall incur personal liability to any other party, for an act, error, or omission related to this Agreement.

8. Insurance

8.1 Notwithstanding any other provision in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement.

8.2 Atlas Design Group, Inc. shall procure Professional Liability Insurance in the amount of \$1,000,000 for the duration of the Project. Any proposed increase in the amount of insurance required shall be submitted in writing and is only valid if agreed to in writing by Atlas Design Group, Inc.

8.3 Atlas Design Group, Inc. shall procure General Liability Insurance in the amount of \$1,000,000 per claim, and \$1,000,000 in the aggregate for the duration of the project. Any proposed increase in the amount of insurance required shall be submitted in writing and is only valid if agreed to in writing by Atlas Design Group, Inc.

8.4 Atlas Design Group, Inc. shall procure Commercial Vehicle Liability Insurance in the amount of \$1,000,000 single limit each for bodily injury and property damage.

9. Termination

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The notice shall provide a reasonable time of no less than five business days to cure any alleged default.

10. Opinion of Probable Costs

Atlas Design Group, Inc. will not provide opinions of probable costs for this project.

11. Choice of Law/Assignment

This Agreement shall be governed by the laws of the State of Washington, without reference to its laws regarding choice of law. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due, monies that may be due, or claims arising out of this Agreement) without the prior written consent of the other party.

12. Site Safety

As part of its scope of work, Atlas Design Group, Inc. may perform construction phase services. Atlas Design Group Inc., however, shall have no control over, charge of, or responsibility for the construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work, nor shall Atlas Design Group, Inc. be responsible for Client's or Client's contractor's failure to perform the work in accordance with the design documents.

13. No Third Party Beneficiary

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Atlas Design Group, Inc. Neither Atlas Design Group Inc.'s administration of the contract between the Client and the contractor, nor any acts by Atlas Design Group, Inc. in performing its services hereunder, shall be construed to create a duty of care or any other duty toward any third party, including the contractor or any subcontractor.

14. Entire Agreement

This Agreement represents the entire and integrated agreement between Client and Atlas Design Group, Inc. and this Agreement incorporates and supersedes all prior negotiations, representations, or agreements, either written or oral. Neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. This Agreement may be amended only by written instrument signed by both Client and Atlas Design Group, Inc.



Stantec Consulting Services Inc.
720 Third Avenue Suite 1500, Seattle, Washington 98104

November 21, 2025

Carly Parkins
Maitri Consulting
3123 Eastlake Ave E
Seattle, WA 98102

Subject: Professional Services Proposal and Agreement
Kirkland City Hall - Modular Addition Project

Dear Carly,

Thank you for calling Stantec for this project. Daryl Fonslow is committed as Principal-In-Charge and Timothy Abbott as Project Manager. This letter confirms our understanding of the scope of work, presents our fee proposal for Professional Services, and will act as an Agreement and Notice to Proceed. The scope of work is based upon the information given to us in your project description email from November 18, 2025. We understand that this will be a design-bid-build project delivery with some preconstruction support from the portable structure manufacturer to provide necessary information to complete design.

1. **Project Scope.** We believe the project to encompass: Provide a 28' x 64' modular building at Kirkland City Hall, east of the main building in the surface parking area to support additional office staff. The existing portable configuration will be revised from a double classroom to offices and a conference room.
2. **Professional Services.** Stantec will provide Electrical Engineering Professional Services including the following:
 - a. 100% Electrical Schematic Design (SD) package: preliminary drawings and calculations
 - b. Electrical Issued for Permit/100% Construction Document package: Final drawings, calculations, and sheet specifications
 - c. Construction Administration – RFI responses, submittal reviews, (1) punch list
3. **Design Schedule.** Our proposal is based on the following design schedule: Project Kickoff December 2025 with Electrical permit/100% Construction Documents issued in March 2026.
4. **Professional Fees.** Stantec will provide its professional services on a Fixed Lump Sum Basis as follows: \$16,000
5. **Design Meetings and Site Visits.** This proposal includes a budget of four (4) hours for meetings, which includes the project kickoff and three (3) additional design meetings. We have included one (1) site visit during design phase and one (1) punch list visit in construction. Extra meetings and/or site visits will be additional services unless a clear liability issue for our design work is evident. Please let me know if we should adjust the number of meetings or site visits.
6. **Assumptions & Exclusions.**
 - a. It is assumed there is sufficient electrical capacity in the existing building service to support the proposed project. If service modification/replacement is required to support the proposed program Stantec will provide an Additional Service Request to cover those costs.

- b. We understand that the new portable structure will only require a new power connection and telecom pathway routed from the existing City Hall building to the portable location.
- c. Energy Demand Readings: 30-day load readings of panels affected by renovation work are required to meet NEC requirements for adding load to existing electrical systems. Stantec will identify applicable points within the existing electrical distribution system for metering by others. The cost of this metering is not included and is assumed to be provided by the owner. If required, Stantec can contract for metering placement with an electrical contractor as an Additional Service.
- d. Lighting, mechanical, and fire alarm device layouts provided by portable structure manufacturer will remain as designed during architectural interior layout conversion. New power/data device layouts will be required and Stantec will provide electrical drawings in the Issued for Permit/100% Construction Documents reflecting these locations and associate branch circuiting. We assume the total load of the new device layouts will not exceed the manufacturer provided 200-amp, 1-phase panelboard.
- e. City of Kirkland will provide telecom and fire alarm system connection point locations within City Hall for extension to the portable structure.
- f. Relocation of existing electrical/telecom site utilities resulting from location of the new portable structure.
- g. Scope related to eliminating existing parking stalls.
- h. Permit fees are paid by others.
- i. Cost opinions to be provided by others.
- j. Production of record drawings is excluded.

7. **Additional Services.** Additional Services or tasks may be provided at any time during the course of the project as needed to meet project requirements. Stantec will provide an Additional Service Request (ASR) describing the scope and compensation for added tasks and any schedule adjustment that may be required. Additional Services will be commenced only upon written approval of the ASR which will act as a Notice to Proceed for the ASR.

8. **Design Agreement.** This document and attachments, including Attachment A: Terms and Conditions, represents the entire and integrated Agreement between City of Kirkland (Client) and Stantec (Consultant) for this Project.

9. **Reimbursable Expenses.** Expenses will be billed at cost plus 10% fee. Reimbursable expenses may include printing of client or owner review sets, delivery charges, out-of-town travel and other expenses as identified in the latest version of the standard AIA C141 Agreement. Based on our present understanding of the project, we do not anticipate any eligible Reimbursable Expenses.

123 5th Ave, Kirkland, WA 98033
Kirkland City Hall - Modular Addition Project
Page 3 of 7 – November 21, 2025

We look forward to working with you towards the successful completion of this project. Please call if I can answer any questions concerning our scope of work or proposal or provide any additional information.

Sincerely,

Daryl Fonslow
Principal, Electrical
Daryl.Fonslow@stantec.com
(206) 667-0536

Stantec Consulting Services Inc.(Consultant)

If this proposal and terms of agreement are acceptable, please indicate your acceptance and our authorization to proceed with this work by signing below and returning one executed original to me.

Client (Company Name) _____

Accepted by _____ Date _____

Name/Title _____

The Terms and Conditions are a part of this Proposal and Agreement.

Enclosures:

Attachment A: Terms and Conditions
Attachment B: Electronic Document Requirements

ATTACHMENT A: TERMS AND CONDITIONS
123 5th Ave, Kirkland, WA 98033
Kirkland City Hall - Modular Addition Project
Page 4 of 7 – November 21, 2025

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against

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Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter. Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any

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other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

END ATTACHMENT A: TERMS AND CONDITIONS

ATTACHMENT B: ELECTRONIC DOCUMENT REQUIREMENTS

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This proposal is based upon producing and receiving electronic drawing and model files for the project in the latest version of Revit. It is also based upon the following assumptions:

- Stantec will be provided with an architectural model by the Architect and necessary model information by the other design team members.
- Backgrounds are to be provided with visibility of architectural annotation layers and/or elements controllable separate from other background elements
- Model updates shall be no more frequent than bi-weekly (every two weeks) throughout Design Development and Construction Document phases.
- Uploads of Stantec's models shall be no more frequent than bi-weekly (every two weeks) throughout the Design Development and Construction Document phases.
- Elements to a maximum of LOD 300 as defined by the latest version of BIMForum's Level of Development Specification, not including as-built physical characteristics that may differ from the design intent model.
- Stantec will setup and develop the design intent model during Design Development phase using linked Revit model(s) provided by the design team.
- Stantec will complete the design intent model and construction drawings during the Construction Document phase using linked Revit model(s) provided by the design team.
- Stantec may provide the construction contractor with the model and drawing files to support the contractor's completion of record documents.
- Drawings shall be electronically stamped and signed if allowed by the authority having jurisdiction and required by the scope of work.

Stantec has found that when design teams take a structured approach to BIM modeling with stated clear expectations, it creates the environment for a successful project. This proposal assumes that there will be a team BIM kickoff meeting and that Stantec's BIM FAQ will be responded to prior to Stantec creating its model.

While the following services may be provided, they are not included in this proposal:

- Changing versions of Revit during the project.
- Using non-Stantec Revit Standards, including, but not limited to, families, fonts, and worksets.
- Converting models to AutoCAD drawings.

If the electronic document and drawing requirements of this project differ from the above assumptions and understandings, Stantec can update its scope of work and fee to match the requirements.

END ATTACHMENT B: ELECTRONIC DOCUMENT REQUIREMENTS