CONSULTANT AGREEMENT

PROJECT TITLE	WORK DESCRIPTION
Railroad Park Pump Track	Professional Services for engineering and bidding support services.
CONSULTANT	**CONSULTANT CONTACT NAME, ADDRESS AND TELEPHONE NO.**
Prizm 11808 Northup Way Suite 100 Bellevue WA 98005	Robert Dahn 716-672-9769 11808 Northup Way Suite 100 Bellevue WA 98005

THIS AGREEMENT is entered into on **Dec 1, 2026** between the City of Gold Bar, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish contractual services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of CONSULTANT - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The scope of work shall provide a detailed listing of those tasks associated with **Gold Bar Railroad Park Pump Track Scope and Fee** — Additional scopes of work for individual projects shall be added to this contract on a project by project basis and the text of this agreement shall supersede any conflicting provisions in such scopes of work or in any other projects performed by CONSULTANT for the CITY during the term of this agreement. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work specified in the scopes of work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. For some projects, the City and the CONSULTANT may agree to a work schedule in writing. In those instances, the CONSULTANT shall complete all work required by this agreement according to the schedule. A failure to complete the work to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The amount payable for the scope of work identified in Exhibit A and incorporated herein shall not exceed ___*$ 38,805.00*___. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services rendered under this agreement as provided in the attached exhibits, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within *45* days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously

satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as extra work and shall be compensated at the rates specified in the attached exhibit(s).

5. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore, including timesheets. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. CONSULTANT shall provide copies of timesheets upon demand. Timesheets shall be maintained by all persons billing CITY for their services pursuant to this agreement.

6. Independent CONSULTANT. The CONSULTANT is an independent CONSULTANT for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

7. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, sub-consultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for, injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, sub-consultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. Commercial general liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the consultant as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

9. Records. The CONSULTANT shall keep all records, including timesheets, related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

10. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

11. Project Administrator. The Gold Bar Public Works Director shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Gold Bar Public Works Director.

12. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the City of Gold Bar Mayor. The Mayor's decision in the matter shall be final and binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

13. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

14. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, sub-consultant, or supplier because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

15. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full.

16. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work

required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

17. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Snohomish County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Snohomish County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

18. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by Jaw, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

19. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

_____
By:_____
Title:_____

CITY OF GOLD BAR:

_____
Mayor

ATTEST / AUTHENTICATED:

_____
City Clerk - Treasurer

CITY OF GOLD BAR

Railroad Park Pump Track

PROJECT UNDERSTANDING

Based upon our understanding of the project requirements and discussions with the City, Prizm Land Inc. ("Prizm") has developed the following scope of services.

SCOPE OF WORK

Task 001: Project Management

This task is for general coordination and meetings on the project, including detail review/discussion meetings, in-house quality assurance, etc. This task also includes initial project setup, and compiling existing project files/records for use in accomplishing the tasks outlined below. Prizm personnel will attend and participate in meetings with you as the project progresses. Prizm will prepare monthly invoices for work performed during the previous month.

Deliverables

Monthly progress reports, invoices, QA/QC.

Task 002: 75% Design

Using LiDAR and aerial imagery, Prizm will prepare the 75% submittal for the Project. Services under this task will include:

- Kick off meeting
- 75% design Plans
    - 22"x34" design sheets
    - General notes, details, and custom details as necessary
    - Aerial images
    - Approximate locations of surface structures
- 75% specifications
- 75% engineer's estimate
- Design memo
- Site visit to confirm location of surface structures (if any)
- Project site walk with the City to confirm limits of improvements

Deliverables

75% Design Plans (PDF)
75% Engineers Estimate (PDF)
75% Specifications (PDF)
Design Memo (PDF)

Task 003: Final Design

Based on City comments from the 75% submittal, Prizm will complete the final design submittal including:

- 75% Review meeting with the Town
- Incorporating the Town's 75% design comments into the contract documents
- Final design plans
- Final engineer's estimate
- Final specifications
- Internal QA/QC review

Deliverables

Final Design Plans (PDF)
Final Engineer's Estimate (PDF)
Final Specifications (PDF)

Task 004: Bidding & Award Services

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

- Address questions from prospective bidders
- Issue addendums, as necessary
- Upload documents to BXWA
- Submit advertisements to local newspapers
- Generally assist the Town during the bidding process as needed
- Conduct bid opening, and issue notice of apparent low bidder
- Verify Contractor documentation and issue notice of award

Deliverables

Addenda, if necessary
Notice of award

Assumptions and Exclusions

- Fees for advertising shall be paid by the Agency

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. Prizm will not pay any Agency fees on behalf of the Client. This includes any fees associated with permits and easements.
3. Obtaining any offsite easements or right-of-entry including permanent easements (if required) will be the responsibility of the Client.
4. 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.
5. Time and expense items are based on Prizm's current hourly rates.
6. These fees stated herein are valid if accepted within 30 days of the date of the proposal.
7. Prizm reserves the right to adjust Task/Project fees per current market conditions for tasks not started within a year of contract execution.
8. Prizm reserves the right to move funds between approved tasks 001-002 as necessary based on approved scope of work provided the overall budget is not exceeded. Client Project Manager will be notified if funds are shifted.
9. Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
10. 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.
11. 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.
12. 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 Gold Bar
Pump Track - Option 2 - Main Loop Track
Preliminary Estimate
October 2026

Construction Estimate						
Spec Section	**Bid item No.**	**Bid Item**	**Unit**	**QTY**	**Unit Cost**	**Contract Amount**
1-04.4 SP	1	Minor Changes	EST.	1	$ 10,000.00	$ 10,000.00
1-09.7 SP	2	Mobilization	LS	1	$ 10,000.00	$ 10,000.00
1-10.5 SP	3	Project Temporary Traffic Control	LS	1	$ 15,000.00	$ 15,000.00
2-01.5 SP	4	Clearing & Grubbing	LS	1	$ 7,500.00	$ 7,500.00
2-09.5 SP	5	Structure Excavation Class B Incl. Haul	CY	10	$ 100.00	$ 1,000.00
4-04.5 SP	6	Crushed Surfacing Top Course	TN	120	$ 100.00	$ 12,000.00
5-04.5 SP	7	Commercial HMA	TN	60	$ 450.00	$ 27,000.00
7-05.5 SP	8	Catch Basin Type 1 Drywell	EA	4	$ 4,000.00	$ 16,000.00
8-01.5 SP	9	Temporary Erosion and Sedimentation Control	LS	1	$ 1,000.00	$ 1,000.00
					Subtotal	**$ 99,500.00**
					Contingency 30%	**$ 29,850.00**
					Design and Construction Engineering (30% of subtotal plus contingency)	**$ 38,805.00**
					Total	**$ 168,155.00**

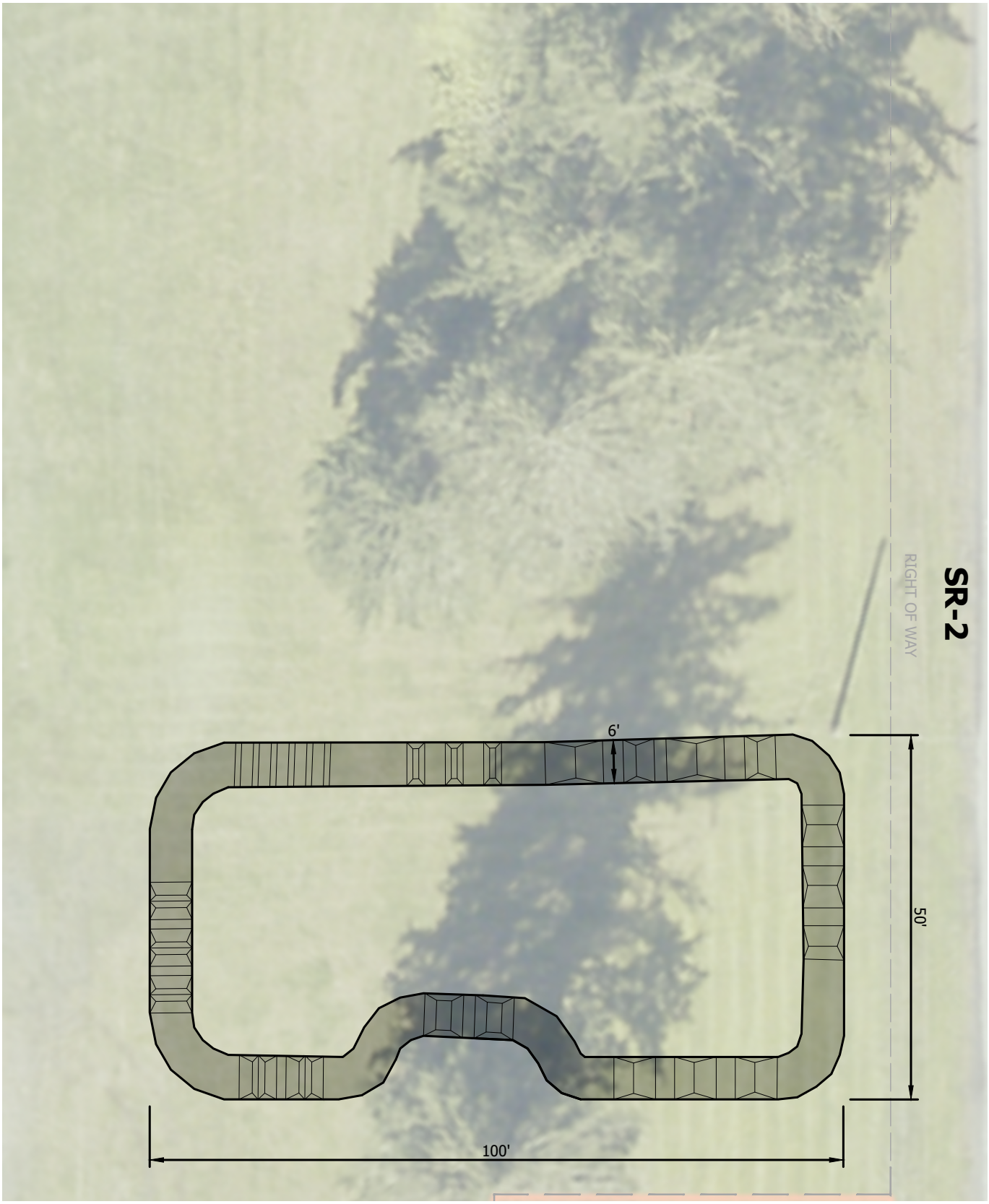
Assumptions:

*Assumed 12" Depth of CSTC for Pump Track Base Grading

*Assumed 4" Depth for HMA

*Assumed Drywell of Type I variant and all drainage rock to be incidental to the bid item

*Assumed City of Gold Bar to install Chain Link Fence & Signage



CITY OF GOLD BAR

PUMP TRACK CONCEPT

OPTION 2 - MAIN LOOP TRACK