



PROFESSIONAL SERVICES AGREEMENT KIRKLAND SAFETY ACTION PLAN PROJECT

The City of Kirkland, Washington, a municipal corporation ("City") and DKS Associates, whose address is 719 Second Avenue, Suite 1250, Seattle, WA 98104 ("Consultant"), in consideration of the mutual benefits and conditions set forth below, the parties agree and contract as follows.

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services for the following City project: Kirkland Safety Action Plan: Near-Miss Analysis, Citywide Crash Analysis, Operating Speed Study, and Speed Limit Policy Update Project, as such services were described and detailed in the City's Request for Qualifications (RFQ) Job #38-24-PW and all documents submitted by Consultant in response, which are hereby fully incorporated herein as part of this Agreement as if set forth herein, and as such services are further described in Attachment A (Scope of Work).
- B. As required as a result of the federal funding supporting the scope of this agreement, the following federal regulations are attached to this Agreement and incorporated herein by reference: Attachment C (US DOT Title VI Assurances).
- C. Unless specifically noted in this Agreement, the terms of this Professional Services Agreement supersede any conflicting provisions contained within the attachments.
- D. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$299,987.41, as detailed in Attachment B.
- 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. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as 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 Transportation Engineering Supervisor for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility

for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

IV. DURATION OF AGREEMENT

The estimated completion date for the Consultant's performance of the services specified in Section I is July 31, 2025, unless the City authorizes in writing an extended timeline for performance of the work based on an extension from the grant funding agency, Puget Sound Regional Council (PSRC). For purposes of factoring in an extension from PSRC, paying final invoices, and finalizing services, this contract expires on September 30, 2025.

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. 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.

VI. DATA AND OWNERSHIP OF WORK PRODUCT

A. Rights in Data. This subsection governs over any inconsistencies in the remaining subsections of this section VI.

1. The term "subject data" as used herein means recorded information that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineations in media such as maps; drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

B. The following restrictions apply to all subject data first produced in the performance of this Agreement:

1. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country.
2. Except for its own internal use, the Consultant and any of their subcontractors may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Consultant and any of their subcontractors authorize others to do so, without the written consent of the City, until such time as City may have either released or approved the release of such data to the public;

3. As authorized by 49 C.F.R. Part 18.34, and other applicable regulations, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. Any work developed under a grant, cooperative Contract, sub-grant, sub-Contract, or third-party contract, irrespective of whether or not a copyright has been obtained; and
 - b. Any rights of copyright to which a recipient, sub-recipient, or a third-party consultant purchases ownership with Federal Assistance.
 - c. When the Federal Government provides assistance to a Recipient for a Project involving planning, research, development, or a demonstration, it is the Federal Government's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, the recipient of Federal assistance to support planning, research, development, or a demonstration financed under section 4(i), 6, 8, 9, 18, 18(h), or 20 of the Urban Mass Transportation Act of 1964, as amended, and other applicable Federal laws, understands and agrees that, in addition to the rights set forth in Subsection 16 (b)(3) of this Contract, the Federal Government may make available to any recipient, sub-grantee, sub-recipient, third party consultant, or third party subcontractor, either the Federal Government's license in the copyright to the "data" derived under this Agreement or a copy of the "data" first produced under this Agreement.
 - d. The Consultant shall indemnify, hold harmless and defend the City and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant or their subcontractors of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.
 - e. Nothing contained in this section shall imply a license to the City under any patent or be construed as affecting the scope of any license or other right otherwise granted to the City under any patent.
 4. In the event that the Project, which is the subject of this Contract, is not completed for any reason whatsoever, all data generated under that Project shall become "subject data" as defined in section VI.A.1 of this Agreement and shall be delivered as the City may direct.
- C. Patent Rights. If any invention, improvement, or discovery of the Consultant or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement, or discovery may be patentable under the laws of the United States of America or any foreign country, the Consultant shall immediately notify the City and provide a detailed report. The rights and responsibilities of the City, the Consultant, subcontractors, and the Federal Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

- D. 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.
- E. 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.
- F. 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.
- G. 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 as 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 (6) years after termination of this Agreement unless permission to destroy them is granted by

the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION, EEO, AND DBE PROVISIONS

- A. State law requirements: 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.
- B. Additional Federal law requirements - Civil Rights (EEO & ADA). During the performance of this Agreement, the consultant, for itself, its assignees, and successors in interest, agree as follows:
 1. Nondiscrimination in Federal Public Transportation Programs. The Consultant agrees to comply, and assures the compliance of each subcontractor at any tier of the Contract, with the provisions of 49 U.S.C § 5332 , which prohibit discrimination on the basis of race, color, national origin, sex, disability or age, and prohibits discrimination in employment or business opportunity.
 2. Equal Employment Opportunity. The Consultant agrees to comply and assures the compliance of each subcontractor at any tier of the Contract, with all equal employment opportunity (EEO) provisions of 49 U.S.C § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent USDOT determines otherwise in writing, the Consultant also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly, the Consultant agrees as follows:
 - a. The Consultant agrees that they will not discriminate against any employee or applicant for employment because of race, color, sex, disability, age, or national origin. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b. If the Consultant is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Contract. Failure by the Consultant to carry out the terms of that EEO program shall be treated as a violation of the Contract. Upon

notification to the Consultant of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal assistance in accordance with Section 11 of the Master Agreement, or other measures that may affect the Consultant's eligibility to obtain future Federal assistance for transportation Projects.

3. Access for Individuals with Disabilities. The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Consultant also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the Consultant agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:
 - a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - c. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - f. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - g. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - i. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

- j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
 - k. Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.
4. Drug or Alcohol Abuse-Confidentiality and Other civil Rights Protections. To the extent applicable, the Consultant agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.
- C. DBE Program. To the extent authorized by Federal law, the Consultant agrees to facilitate participation by Disadvantaged Business Enterprises (DBE) in the Contract and assures that each subcontract at any tier of the Contract will facilitate participation by DBEs in the Consultant to the extent applicable. Therefore:
- 1. Contract Assurance 49 C.F.R. Part 26. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of the contract, which may result in the termination of this agreement or such other remedy as the Puget Sound Regional Council deems appropriate.
 - 2. The Consultant agrees and assures that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The Consultant shall take all necessary and reasonable steps under 49 FR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification to the Consultant of its failure to carry out its approved program, the Department may impose sanctions as provided for under par 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The City will make available to interested persons a directory identifying all firms eligible to participate as DBE's in its program as provided by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). This list may be found on the Internet at <http://omwbe.wa.gov/>. The information is available by vendor names and by North American Industry Classification System (NAICS) codes. The DBE's Work Description may provide a more accurate work description.

3. In addition, the Consultant agrees to take all reasonable steps to eliminate obstacles to participation by small businesses as defined by the U.S. Small Business Administration that include, unnecessary and unjustified bundling of contract requirements that may preclude small business participation as subcontractors.

IX. INDEMNIFICATION AND HOLD HARMLESS

- A. To the greatest extent allowed by law the Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, and volunteers (“Indemnified Parties”) harmless from any and all claims, injuries, damages, losses or suits (including reasonable attorney fees), arising out of or in connection with any negligent, wrongful, or tortious act, error, or omission, willful or intentional fraud or misconduct, or breach of any of its obligations by Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties. The duty to defend provided in this paragraph is limited to the reimbursement of reasonable attorney and professional fees and expenses in proportion to the liability of the Consultant.
- 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 bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant’s liability hereunder shall be only to the extent of the Consultant’s negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Title 51 RCW, Washington’s industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the 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 of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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.

2. 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 consultants 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.
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.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. 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 their receipt of such notice.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Failure to Maintain Insurance

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

G. City Full Availability of Consultant Limits

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

XI. ADDITIONAL FEDERAL FUNDING REQUIREMENTS

This Agreement is funded by a U.S. Department of Transportation grant, Assistance Listing Number (ALN) 20.939, Safe Streets and Roads for All, Subaward 2024-07. As a result, the following additional federal funding requirements apply, in addition to others noted elsewhere in this agreement:

- A. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement shall carry on the front cover or a title page (or, in the case of maps, in the name block) containing the name of the City of Kirkland, the notation that the preparation of this report, map, or other document was financed in part through a planning grant from federal, state, and local agency funds, together with the month and year the document was prepared.
- B. No Federal Government Obligations to Third Parties. In connection with the Project, the Consultant agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to the Consultant, subcontractors, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, or contract at any tier, the Federal Government has no obligations or liabilities to entity other than the City, including Consultant or any subcontractor at any tier.
- C. Clean Air Act and Federal Water Pollution Control Act. Except to the extent the Federal Government determines otherwise in writing, the Consultant agrees:
 - 1. It will not use any violating facilities;
 - 2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities"; and
 - 3. It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act,

as amended, (42 U.S.C. §§ 7401i.7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

- D. Energy Conservation. When applicable, the Consultant shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).
- E. False or Fraudulent Statements or Claims. The Consultant acknowledges that if Consultant, directly or indirectly, makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this Project, the Government reserves the right to pursue the procedures and impose on the Consultant the penalties of 18 U.S.C. 1001, 31 U.S.C. § 3801 et seq., and/or 49 U.S.C. § 5323(l) app. 1607(h), as may be deemed by the Government to be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, are applicable to this Project.
- F. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Consultant is prohibited from procuring or obtaining equipment or services as described under Public Law 115-232, section 889. Covered telecommunications equipment is that which is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

XII. COMPLIANCE WITH LAWS/BUSINESS LICENSE/REGISTRATION

- A. The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes.
- B. Consultant's business license. Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.
- C. System for Award Management (SAM). Consultant (and all subcontractors, if any) must maintain current registration in the System for Award Management (www.sam.gov) at all times during which they have active federal awards or subawards, including this contract, exceeding \$25,000.

XIII. FUTURE SUPPORT

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

XIV. INDEPENDENT CONSULTANT

Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement 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 him or her as a result of his or her status as an independent consultant. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. 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 of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XV. 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.

XVI. 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. This Agreement may be amended only by written instrument properly signed by both parties.

XVII. 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.

XVIII. 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.

XIX. NO CONFLICT OF INTEREST

No employee of the City or of any federal, state, regional, or local government or agency, and no elected official who exercises any functions or responsibilities in the review, approval, or carrying out of this Contract shall participate in any corporation, partnership, or association in which the Consultant is directly or indirectly interested.

XX. 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.

XXI. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XXII. DEBARMENT

As required by U.S. DOT regulations on Governmentwide Debarment and Suspension (Nonprocurement) at 49 CFR 29.510:

- A. The Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with the commission of any offenses; and
 - 4. Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.
- B. The Consultant also certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the City.
- C. If the Consultant is unable to certify to the statements within paragraphs (1) and (2) above, it shall indicate so on its Signature Page and provide a written explanation to the City.
- D. Consultant shall ensure that all subcontractors also certify to the same certifications and assurances contained in paragraph A above.

XXIII. LOBBYING

- A. Use of Funds for Lobbying. The Consultant agrees that:
 - 1. In compliance with 31 U.S.C. 1352(a), the Consultant will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement;
 - 2. In addition, the Consultant will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

3. The Consultant will comply, and will assure the compliance of each subcontractor, lessee, or third-party consultant at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

B. Certification Regarding Lobbying: In executing this contract, the undersigned for Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXIV. 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.

XXV. 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.

XXVI. DISPUTE RESOLUTION

- A. 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.

- B. Disputes, Breaches, Defaults, and Litigation. USDOT has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement, and reserves the right to concur in any settlement or compromise. If a current or prospective legal matter that may affect the Federal Government emerges, the USDOT Chief Counsel and Regional Counsel for Region 10 will be notified. This provision flows down to every sub-agreement at every tier.

XXVII. 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: *Wintana Miller*
Wintana Miller (Dec 18, 2024 10:49 PST)
 Printed Name: Wintana Miller
 Title: Principal
 Date: Dec 18, 2024

CITY OF KIRKLAND:
 Signature: *Julie Underwood*
Julie Underwood (Dec 20, 2024 10:34 PST)
 Printed Name: Julie Underwood
 (Julie Underwood)
 Title: Deputy City Manager
 Date: Dec 20, 2024

Attachment A
Scope of Work



KIRKLAND SAFETY ACTION PLAN

DATE: December 2, 2024

TO: Jennifer Palmer, Transportation Engineering Supervisor | City of Kirkland

FROM: DKS Associates

SUBJECT: Scope of Work

Project #24848-000

PROJECT OBJECTIVE AND PURPOSE

The City of Kirkland (the CITY) has received planning and demonstration grant funding through the United States Department of Transportation (USDOT) Safe Streets and Roads for All (SS4A) Grant Program to develop Kirkland's Safety Action Plan. The approach to the Kirkland Safety Action Plan is intended to be data- and research-driven, context-sensitive, tailored to meet Kirkland's needs, and in alignment with the USDOT Safe System Approach.

The DKS (CONSULTANT) team will assist with completing the following tasks outlined in this scope of work, including near-miss analysis at intersections, crash analysis and evaluation, development of a speed limit setting policy and tool, and a Comprehensive Safety Action Plan gap analysis.

TASK 1. PROJECT MANAGEMENT

TASK OBJECTIVE. The CONSULTANT will manage the contract tasks and budget in accordance with the contract. Reallocation of budget resources among budgeted tasks or changes to the timeline may be approved with the concurrence of the CITY project manager.

TASK 1.1 PROJECT MEETINGS

The CONSULTANT will coordinate the following types of meetings with CITY staff:

- **Project Kick off Meeting (1 Meeting).** Upon receiving Notice to Proceed (NTP), the CONSULTANT shall schedule and facilitate a kickoff meeting to confirm task project scope and schedule.
- **Team Check-in Meetings (up to 17 meetings).** The CONSULTANT will facilitate bi-weekly (every other week) virtual meetings with the project team and appropriate CITY staff to discuss recent activities, upcoming actions, or any project needs or concerns.

TASK 1.2 PROJECT MANAGEMENT WEBSITE

The CONSULTANT will set up an online project management website (via Basecamp) to manage project tasks and share deliverables, including a shared project schedule. The CITY will have direct access to the site and will let the CONSULTANT know of any participants who want access. CITY participants can be added during project delivery.

TASK 1.3 PROGRESS REPORTING

The CONSULTANT shall submit a monthly progress report with each invoice that describes recent work completed, anticipated work in the next period, and any project issues to address.

TASK 1 DELIVERABLES:

- Kickoff meeting and summary notes
- Bimonthly check-in calls (up to 1 hour) and summary of action items
- Draft review meetings as described in subsequent tasks
- Monthly invoices and progress reports (up to 9)
- Internal project website (via Basecamp) to share files and document meetings (no external cost)
- Meeting Notes

TASK 1 ASSUMPTIONS:

- Meetings will be conducted virtually.
- CONSULTANT will provide instructions on project management website.
- Bi-weekly meeting attendance may not include all CONSULTANT project staff.
- Meeting Notes shall be posted to the project website (via Basecamp).

TASK 2: NEAR-MISS ANALYSIS

TASK OBJECTIVE. Obtain video-based near-miss analytics and produce a summary report at six (6) selected signalized intersection locations. Analytics will include vehicle and bicyclist turning movement counts, pedestrian and bicyclists counts at crosswalks, and information on near-misses and travel speeds through the intersection. Note: The fee estimate includes vendor's direct costs for Tasks 2.1 and 2.2

TASK 2.1 DATA COLLECTION. The CONSULTANT will coordinate with a vendor to conduct video analytics at six intersection locations for a 48 -hour period. The CONSULTANT's vendor will collect traffic, bicycle, and pedestrian volumes, turning movements, and near-miss incidents.

TASK 2.2 NEAR-MISS ANALYSIS PRESENTATION AND TECHNICAL MEMORANDUM. The CONSULTANT and its vendor will present findings to the CITY based on data collected and analyzed at the six intersection locations. The presentation will be delivered virtually and will be no more than 2 hours in duration.

The CONSULTANT will provide a DRAFT Summary Technical Memorandum (v01) (excel-based format) of the selected intersections. The memo will include traffic, bicycle and pedestrian

volumes, turning movements, and near-miss incidents. Additionally, the memo will provide a summary of patterns and contributing factors to identify appropriate countermeasures to increase safety. The CONSULTANT will incorporate CITY comments/edits into FINAL Summary Technical Memorandum (v02).

TASK 2 DELIVERABLES:

- Video Data Collection
 - Six (6) selected signalized intersections
- Presentation of Video Analytics Findings PowerPoint (virtual, 2 hours)
- DRAFT Summary Technical Memorandum (v01) (excel based) of the data collected:
 - Traffic volumes, speeds and turning movements
 - Pedestrian and Bicycle volumes and turning movements
 - Near-misses
 - Identification of patterns and contributing factors and the appropriate countermeasures to reduce or eliminate the possibility of a future crash.
- FINAL Summary Technical Memorandum (v02) (excel based) of the data collected.

TASK 2 CITY WILL PROVIDE:

- The CITY will review draft submittals within two (2) weeks of submission
- Intersections to be evaluated include:
 - 100th Ave NE and NE 132nd Street
 - NE 128th and Totem Lake Blvd
 - Juanita Drive and 98th Ave NE
 - NE 80th Street and 120th Ave NE
 - 132nd Ave NE and NE 132nd Street
 - NE 70th Street and 132nd Ave NE

TASK 2 ASSUMPTIONS:

- The CITY will review the technical memorandum within two (2) weeks of submission.
- Presentation (PowerPoint) of Video Analytics Findings will be delivered virtually, included in a bi-weekly meeting as defined in Task 1.
- The Summary Technical Memorandum will be approximately 8 - 10 pages in length
 - Summary Technical Memorandum shall be included in the Safety Action Plan described in Task 6.
 - Summary Technical Memorandum shall include findings, PowerPoint slides and data dashboard graphics.

TASK 3: CITYWIDE CRASH ANALYSIS AND EVALUATION

TASK OBJECTIVE. The CONSULTANT will analyze and evaluate city crash data and trends

TASK 3.1 CITYWIDE CRASH DATA ANALYSIS AND EVALUATION. The CONSULTANT will obtain Washington State Department of Transportation (WSDOT) data for the years 2014 - 2023 to

analyze and evaluate overall crash trends. The CONSULTANT will prepare trend graphic showing variation of Kirkland's overall crashes over time.

The CONSULTANT will analyze and evaluate overall crash data trends for the five-year period (2019 - 2023) including but not limited to:

- Crash severity (Fatal, Suspected Serious Injury, Suspected Minor Injury, Possible Injury, Property Damage Only)
- Crash Type (lane departure, rear-end, angle, etc.)
- Crash Location (intersection, mid-block, etc.)
- Functional Class (arterial, collector, local)
- Time of Day Variation
- Monthly Variation
- Day of Week Variation
- Contributing Circumstances, including but not limited to Target Zero Emphasis Areas:
 - Human Behavior:
 - Impairment
 - Speeding
 - Distraction/Driver inattention
 - Failure to Yield
 - Vehicle and user type
- Active Transportation Users (pedestrian and bicyclist involved)
- Motorcyclists
- Roadway Geometrics (if available):
 - Horizontal curve
 - Vertical curve
 - Fixed Object

To summarize, the CONSULTANT will prepare a brief DRAFT Crash Summary Memorandum (v01) and a graphic showing Kirkland's five-year crash data including the crash severity, type, location, functional classification, time of day variation and contributing circumstances as listed above. The CONSULTANT will incorporate CITY comments/edits into FINAL Crash Summary Memorandum (v02).

The CONSULTANT will compare the last five years of fatal and serious injury crash data and the last five years of overall crashes involving pedestrians and bicyclists to show trends. Compare crash rates per capita with WA state, King County, Bellevue, and Redmond.

TASK 3.2 –SEGMENT CRASH DATA ANALYSIS AND EVALUATION. The CONSULTANT will utilize the Washington State Department of Transportation (WSDOT) crash data for the years 2019 - 2023 to analyze and evaluate crash trends and develop overall (i.e., all crash severities) and fatal/serious injury crash rates for up to 90 arterials and collector street segments. The CONSULTANT will analyze and evaluate crash data trends for the five-year period (2019 - 2023) including but not limited to:

- Crash severity (Fatal, Severe, Property Damage Only)

- Crash Type
- Crash Rate
- Crash Location
- Pedestrian and Bicycle Totals
- Contributing Circumstances:
 - Year
 - month
 - time of day and day of week

The CONSULTANT will examine crashes by geographic context, roadway attributes, party behaviors, reported contributing factors, and environmental factors to identify factors that are most associated with crashes and crash severity for each mode, including motor vehicles, pedestrians, bicyclists, and motorcycles. The CONSULTANT will develop crash types for each mode to help better understand which systemic risk factors are present, with a focus on the most prevalent and injurious crash types. Depending on the availability of participant attributes in the crash data, the CONSULTANT will examine if any portions of the population experience a higher burden of traffic-related safety issues. The results from this task will help the CITY and its stakeholders visualize crash trends and patterns for each mode. Results of the segment crash data analysis, including segment crash rates, will be provided in a map of the study segments and an Excel spreadsheet.

The CONSULTANT will review the 2023 fatal and serious injury crashes consistent with methodology used by CITY staff (previously used in the 2024 Kirkland Local Road Safety Plan). The review will provide the CITY with data analysis to be utilized in the next Local Road Safety update (2025).

TASK 3.3 SIGNALIZED INTERSECTION CRASH ANALYSIS. The CONSULTANT will review and verify the CITY’s previously calculated signalized intersection crash rates for the 2019-2023 period.

For ten (10) signalized intersections to be identified by the CITY, the CONSULTANT will develop recommendations for safety countermeasures aligned with the Safe System Approach.

The CONSULTANT will provide a DRAFT Summary Technical Memorandum (v01) of the analysis and selected countermeasures. The CONSULTANT will incorporate CITY comments/edits into FINAL Summary Technical Memorandum (v02).

TASK 3 DELIVERABLES:

- DRAFT Crash Summary Memorandum (approximately 4 pages) (v01)
- FINAL Crash Summary Memorandum (approximately 4 pages) (v02)
- Graphic showing Kirkland’s five-year crash data
- 2023 Crash Data Review memo for 2025 LRSP update
- Study Area Map of Study Segments (PDF)
- Final Crash Database (excel spreadsheet or shapefile)
- Street segment crash rates spreadsheet
- DRAFT Summary Technical Memorandum (v01)
- FINAL Summary Technical Memorandum (v02)

TASK 3 CITY WILL PROVIDE:

- The CITY will review draft submittals within two (2) weeks of submission
- Relevant roadway data in shapefile format
- The CITY will provide the CONSULTANT with the 90 arterials and collector street segments, including length of each segment necessary to complete task 3.2
- The CITY will provide the CONSULTANT with the additional selected four (4) intersections necessary to complete task 3.3

TASK 3 ASSUMPTIONS:

- Crash data that does not have accurate geospatial location will not be included in the analysis.
- Level of effort is based on an understanding that CITY data is of high quality and will require minimal rectification before inputting into analyses.
- The CITY will lead the process to provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.
- The CITY will review the technical memorandum within two (2) weeks of submission.

TASK 4: OPERATING SPEED DATA COLLECTION & ANALYSIS

TASK OBJECTIVE. The CONSULTANT will collect and analyze vehicle operating speed data. Note: The fee estimate includes vendor's direct costs for Task 4.1.

TASK 4.1 DATA COLLECTION. The CONSULTANT will collect vehicular operating speeds and volumes at 70 arterial and collector roadway segments at locations selected by CITY staff. Collection will be conducted with the use of pneumatic tubes and completed during the following conditions:

- During a 48-hour period
- Midweek days (Tuesday, Wednesday, or Thursday)
- October or November (Not be collected during a holiday week)
- Typical weather conditions

Data collected will include:

- 85th percentile motor vehicle operating speed
- 50th percentile motor vehicle operating speed
- Mean (average) motor vehicle speed
- 10-mile Pace motor vehicle operating speed

TASK 4.2 DATA INVENTORY & REPORTING. The CONSULTANT will review and evaluate collected data (from Task 4.1) to provide DRAFT Summary Reports (Excel spreadsheet & PDF format) (v01) of the data collected for each site. The CONSULTANT will incorporate CITY comments/edits into FINAL Summary Reports (Excel spreadsheet & PDF format) (v02).

TASK 4 DELIVERABLES:

- DRAFT Summary Reports (Excel spreadsheet & PDF format) (v01)
- FINAL Summary Reports (Excel spreadsheet & PDF format) (v02)

TASK 4 CITY WILL PROVIDE:

- The CITY will review draft submittals within two (2) weeks of submission
- The CITY will provide the CONSULTANT with data collected from an additional 20 arterial and collector roadway segments for vehicular operating speeds and volumes to be included in Summary Reports (DRAFT and FINAL).
- The CITY will identify for the CONSULTANT the 90 arterials and collector street segments, including length of each segment, necessary to complete task 4.2

TASK 4 ASSUMPTIONS:

- Operating speed data collected prior to 2021 will not be used.
- Due to possible weather concerns, portions of data collection may be completed in the spring of 2025.
- The CITY will lead the process to provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.
- The CITY will review the technical memorandum within two (2) weeks of submission.

TASK 5: SPEED LIMIT POLICY AND SPEED LIMIT SETTING TOOL DEVELOPMENT

TASK OBJECTIVE. The CONSULTANT will review the current state of practices and research on speed limit setting to determine the appropriate policy and procedure that best suits the City of Kirkland. At completion, the CONSULTANT will develop a tool and perform pilot evaluation of selected roadway segments to ensure a robust and acceptable tool has been constructed.

TASK 5.1 NATIONAL STATE OF THE PRACTICE AND RESEARCH REVIEW. The CITY will provide any existing policies and procedures related to speed limit setting that is currently being conducted. The CONSULTANT shall review the current state of practice in speed management and speed limit setting, alongside the CITY’s current rules, regulations, policies, and procedures.

The CONSULTANT shall review current speed limit policy approaches, references, guidelines, policies, procedures and tools related to speed limit setting (e.g. NCHRP Report 966: Development of a Posted Speed Limit Setting Procedure & Tool, the Oregon Department of Transportation (ODOT) Speed Zone Manual, Washington State Injury Minimization and Speed Management Policy Elements, USLIMITS2, NACTO City Limits document, etc.) and submit a summary of each.

The CONSULTANT shall review current speed limit policy approaches, references, guidelines, policies, and procedures used by the CITY related to posting speed limits.

The CONSULTANT shall develop a DRAFT Literature Review Technical Memorandum (v01) and then incorporate CITY comments into the FINAL Literature Review Technical Memorandum (v02).

The CONSULTANT will provide the CITY with a recommended speed limit setting method to develop a policy and procedure document.

TASK 5.2 CITY OF KIRKLAND SPEED LIMIT SETTING POLICY. CONSULTANT shall develop the Speed Limit Policy, that may include, but is not limited to the following elements:

- Engineering procedures (data collection, calculations, analysis, engineering judgment)
- Required data elements (crash history, prevailing speed, existing speed limit, roadway conditions)
- Tools to be consulted and considered (USLIMITS2, NCHRP 966, etc.)
- Minimum length of speed zones
- Special conditions (school zones, work zones)
- Speed limit sign placement (where, how frequently)
- Guidance documents (MUTCD, NCHRP 966, FHWA Methods and Practices)

The CONSULTANT shall develop a DRAFT Speed Limit Setting Policy (v01) and then incorporate CITY comments into the REVISED Speed Limit Setting Policy (v02).

Upon completion of the Tool Development and Pilot Study tasks described below, the CONSULTANT shall incorporate any additional CITY comments into the FINAL Speed Limit Setting Policy (v03).

TASK 5.3 SPEED LIMIT EVALUATION TOOL DEVELOPMENT. CONSULTANT shall apply the Revised Speed Limit Policy (v02) to develop an evaluation tool. The tool will include a weighted point system for each identified factor (e.g., prevailing speed, context, cross-section, existing zoning codes/boundaries, land use). Factors will be limited to those that are relatively easy to collect and consistent with the current state of research and practice.

CONSULTANT shall submit the DRAFT Speed Limit Evaluation Tool (v01) to the CITY for review. After receiving one set of comments from the CITY, CONSULTANT shall incorporate those comments and submit the Revised Speed Limit Evaluation Tool (v02) for further review and testing by CITY engineering and technical staff. Upon completion of the Pilot Study task (see below), the CONSULTANT shall incorporate CITY comments into the FINAL Speed Limit Evaluation Tool (v03).

Upon completion of the Pilot Study task (see below), the CONSULTANT shall develop the user guide and modification instructions:

- CONSULTANT shall develop a DRAFT Speed Limit Setting Tool User Guide (v01) for the CITY. After receiving one set of comments from the CITY, CONSULTANT shall incorporate those comments and submit the FINAL Speed Limit Setting Tool User Guide (v02)
- CONSULTANT shall separately develop modification instructions for the CITY to update and modify the tool on their own to meet future needs (e.g., policy changes). CONSULTANT shall submit DRAFT Modifications Instructions (v01) to the CITY. After receiving one set of comments from the CITY, CONSULTANT shall incorporate those comments and submit the FINAL Modification Instructions (v02).

TASK 5.4 PILOT STUDY. The CITY will select six corridors with distinct characteristics that the CONSULTANT can use to pilot the Speed Limit Setting Tool (v02). The CITY will provide the data collection, and any assumptions needed for the six corridors. The CONSULTANT will run the Tool for all six corridors separately and present the results to CITY staff in a virtual review meeting. Each evaluated corridor shall be included in the Speed Limit Setting Tool Workbook. Upon receiving one set of comments from the City on v02, CONSULTANT shall incorporate those comments and submit the FINAL Speed Limit Evaluation Tool (v03).

TASK 5 DELIVERABLES:

- DRAFT Literature Review Technical Memorandum (v01)
- FINAL Literature Review Technical Memorandum (v02)
- DRAFT Speed Limit Setting Policy (v01)
- Revised Speed Limit Setting Policy (v02)
- FINAL Speed Limit Setting Policy (v03)
- DRAFT Speed Limit Evaluation Tool (v01)
- Revised Speed Limit Evaluation Tool (v02)
- Pilot Study Results Presentation in a Meeting
- FINAL Speed Limit Evaluation Tool (v03)
- DRAFT Users Guide (v01)
- FINAL Users Guide (v02)
- DRAFT Modification Instructions (v01)
- FINAL Modification Instructions (v02)

CITY WILL PROVIDE:

- The CITY will review draft submittals within two (2) weeks of submission

ASSUMPTIONS:

- Literature Review Technical Memorandum will be approximately 10 – 15 pages in length
- Speed Limit Policy will be approximately 8-10 pages in length, not including appendices
- The CITY will lead the process to provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.

TASK 6: DEVELOP KIRKLAND SAFETY ACTION PLAN - SUMMARY REPORT & GAP ANALYSIS

TASK OBJECTIVE. The CONSULTANT will summarize the findings/recommendations resulting from the implementation of the activities described in the above tasks. The CONSULTANT will include a review of the Safe Streets for All Self Certification Worksheet and determine where gaps may be and provide a summary of needs.

TASK 6.1 COMPREHENSIVE SAFETY ACTION PLAN GAP ANALYSIS. The CONSULTANT will meet with CITY to complete the SS4A Self-Certification Eligibility Worksheet for the following purposes:

- Assess if the CITY meets those requirements of each question

- Answer YES to any questions
- Identify NO to any questions and identify actions to meet those requirements

The CONSULTANT will provide a DRAFT Summary Report (v01) for review. After receiving one set of comments from the CITY the CONSULTANT will provide a FINAL Summary Report (v02) to the CITY.

TASK 6.2 TECHNICAL SUMMARY REPORT. The CONSULTANT will work with the CITY to summarize the technical memorandums included in the above tasks to develop a summary of the findings. The summary reports will be designed for the CITY to incorporate into the final Comprehensive Safety Action Plan. The CONSULTANT will provide a DRAFT Summary Report (v01) for review. After receiving one set of comments from the CITY the CONSULTANT will provide a FINAL Summary Report (v02) to the CITY.

TASK 6 DELIVERABLES:

- DRAFT SS4A CSAP Gap Analysis Memo (v01)
- FINAL SS4A CSAP Gap Analysis Memo (v02)
- DRAFT CSAP Recommendations Summary Report (v01)
- FINAL CSAP Recommendations Summary Report (v02)

CITY WILL PROVIDE:

- Review of draft deliverable (v01) within 2 weeks of submittal

ASSUMPTIONS:

- The CONSULTANT will not update the City’s Comprehensive Safety Action Plan as part of this task.
- The CITY will lead the process to provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.
- The CITY will review the technical memorandum within two (2) weeks of submission.

TASK 7: ENGAGEMENT AND OUTREACH

TASK OBJECTIVE. The CONSULTANT will work with the CITY project team to complete stakeholder, elected body and community engagement materials, events and meetings. Note: The fee estimate includes CONSULTANT travel costs for Task 7.1; it also includes travel and materials costs for Task 7.2.

TASK 7.1 CITY COUNCIL AND TRANSPORTATION COMMISSION MEETINGS. CONSULTANT will prepare for and attend (in person) up to two (2) meetings with City Council and Transportation Commission up to two (2) meetings. One (1) CONSULTANT team member will attend each meeting in person but may attend virtually if needed.

The CONSULTANT will work with the CITY project team to update the City of Kirkland’s City Council of project milestones (up to 2 meetings). The CONSULTANT will develop a DRAFT Council Meeting

PowerPoint Presentation (v01) for review. After receiving one set of comments from the CITY the CONSULTANT will provide a FINAL Council Meeting PowerPoint Presentation (v02) to the CITY.

The CONSULTANT will work with the CITY project team to update the City of Kirkland's Transportation Commission of project milestones (up to 2 meetings). CONSULTANT will develop a DRAFT Transportation Commission PowerPoint Presentation (v01) for meetings (up to 2 meetings). After receiving one set of comments from the CITY the CONSULTANT will provide a FINAL Transportation Commission PowerPoint Presentation (v02) to the CITY.

TASK 7.2 STAKEHOLDER AND COMMUNITY ENGAGEMENT EVENTS. The CONSULTANT will work with the CITY project team to develop Outreach Engagement Events.

The CONSULTANT will prepare for and participate in two (2) community engagement events with the CITY Communications staff.

The CONSULTANT will prepare a DRAFT Event Plan (v01) that is specific to each engagement event (up to 2 events) for review. After receiving one set of comments from the CITY the CONSULTANT will provide a FINAL Event Plan (v02).

The CONSULTANT shall prepare a one-page DRAFT Factsheet (v01), complete with graphics, to inform the public of project information and key findings, takeaways, and decisions from online and community engagement and City Council and Transportation Commission meetings. After receiving one set of comments from the CITY the CONSULTANT will provide a FINAL Factsheet(v02), the CITY shall print and distribute flyers at their discretion.

The CONSULTANT will prepare a DRAFT Outreach Summary Report(v01) for the CITY's project team to review. After receiving one set of comments from the CITY the CONSULTANT will provide a FINAL Outreach Summary Report (v02).

TASK 7.3 ONLINE PROJECT WEBPAGE. CONSULTANT will develop content for Social Pinpoint Project Website. The CONSULTANT will develop an interactive comment map using Social Pinpoint that will be hosted on the project website. CONSULTANT will generate up to four (4) project updates to the webpage based on project needs.

TASK 7 DELIVERABLES:

- CONSULTANT will attend up to two (2) City Council Meetings in person. Dates are estimated to be:
 - May, 2025
 - July, 2025
- CONSULTANT will attend up to two (2) Transportation Commission Meetings. Dates are estimated to be:
 -
 - February 26, 2025
 - TBD
- CONSULTANT will develop an online engagement platform (Social Pinpoint)
 - Up to four (4) project updates

TASK 7 MATERIALS:

- DRAFT City Council PowerPoint Presentation (v01) (up to 10 slides)
- FINAL City Council PowerPoint presentation (v02) (up to 10 slides)
- DRAFT Transportation Commission PowerPoint Presentation (v01) (up to 10 slides)
- FINAL Transportation Commission PowerPoint presentation (v02) (up to 10 slides)
- DRAFT Event Plan
- FINAL Event Plan (v02) Social Pinpoint web page development
 - Up to four (4) project updates throughout project
- DRAFT Factsheet (v01)
 - Including graphics
- FINAL Factsheet (v02)
 - Including Graphics
- DRAFT Outreach Summary Report
- FINAL Outreach Summary Report (v02).

CITY WILL PROVIDE:

- Review of DRAFT materials (v01) within 1 week of submittal
- CITY will provide branding and style guidelines for Social Pinpoint map.
- CITY will provide a list of stakeholders to engage with at appropriate times.

ASSUMPTIONS:

- CONSULTANT will submit City County and Transportation Commission presentation materials two (2) weeks prior to meetings.
- CITY project team will provide the CONSULTANT Outreach Engagement Events to prepare for and attend
- CITY will print all necessary materials to be distributed.
- CONSULTANT will provide project notifications for the CITY to distribute.
- CONSULTANT will provide Social Pinpoint account and build site as needed for the project.

Attachment B
Compensation

DKS Associates

Kirkland Safety Action Plan DKS Associates Prepared 10/21/2024								Envirolssues					Direct Costs (Vendor, Travel, ODC)			
Position	Principal in Charge	PM/Safety Engineer	Safety Engineer	Engineer	Assistant Engineer	Admin	Associate III (a)	Associate III (b)	Sr Graphic Designer	Graphic Designer	Associate I					
Labor Rate	\$320.00	\$200.00	\$235.00	\$160.00	\$115.00	\$160.00	\$143.01	\$155.45	\$186.54	\$133.68	\$118.14					
Task 1 Project Management															Hours	Labor+Direct
1.1 Kick-off meeting: Coordinate, Facilitate, Materials, Notes	2	4	2				2	2							164	\$31,222.92
1.1 Bi-weekly PM Check-in, 60-min, schedule/notes (17)	5	44	5				4	4								
1.2 Project Management Website; project management setup and close-out	2	4	2			2										
1.3 Invoicing & Project Reports (up to 9)	5	12				27	16	20								
Task 2 Near-Miss Analysis																
2.1 Video Data Collection - Near-Miss (6 Signalized Intersections)	0	2													23	\$61,662.44
2.2 Presentation of Video Analytics Findings (up to 2 hrs)	2	2		2										\$41,782.44		
2.2 Summary Technical Memorandum (DRAFT v01)	2	4		4										\$15,000.00		
2.2 Summary Technical Memorandum (FINAL v02)	1	2		2												
Task 3 Citywide Crash Analysis and Evaluation																
3.1 Data Collection: Crash Database (excel spreadsheet or shapefile)	1	4	8	16											286	\$52,510.00
3.1 Citywide Crash Data Analysis	2	8	4	20												
3.2 Segment Crash Data Analysis	2	8	4	20												
3.2 2023 Data Analysis for 2025 LRSP Update	2	2	4	8												
3.3 Signalized Intersection Crash Analysis	2	4	2	12												
3.1 Study Area Map (PDF), Segment crash rates (XLS), Crash database (XLS)	1	1	3	12												
3.1 DRAFT Crash Summary Memorandum (v01)	1	2	6	12												
3.1 FINAL Crash Summary Memorandum (v02)	1	1	3	6												
3.3 Signalized Intersection Crash Analysis Summary Technical Memorandum (DRAFT v01)	4	8	12	20	30											
3.3.3 Signalized Intersection Crash Analysis Summary Technical Memorandum (FINAL v02)	2	4	6	10	8											
Task 4 Operating Speed Data Collection and Analysis																
4.1 Data Collection - Pneumatic tube (vendor)														\$20,250.00	22	\$24,970.00
4.1 Data Review and Interpretation (vendor)		2														
4.2 Summary Report (XLS, PDF) (DRAFT v01)	2	8		2												
4.2 Summary Report (XLS, PDF) (FINAL v02)	2	4		2												
Task 5 Speed Limit Policy and Tool																
5.1 Literature Review (DRAFT v01)	2	8		16											351	\$70,265.00
5.1 Literature Review (FINAL v02)	1	2	4	8												
5.2 Speed Limit Setting Policy (DRAFT v01)	8	20	2	28												
5.2 Speed Limit Setting Policy (REVISED v02)	4	8	1	20												
5.2 Speed Limit Setting Policy (FINAL v03)	2	4	1	12												
5.3 Speed Limit Evaluation Tool (DRAFT v01)	2	12	24	12												
5.3 Speed Limit Evaluation Tool (REVISED v02)	2	6	16	6												
5.3 Speed Limit Evaluation Tool (FINAL v03)	1	4	10	3												
5.3 Speed Limit Setting Tool Users Guide (DRAFT v01)	1	2	3	10												
5.3 Speed Limit Setting Tool Users Guide (FINAL v02)	1	2	2	4												
5.4 Pilot Study Results	1	15	3	16												
5.4 Pilot Study Results Presentation (1 meeting)	2	2	2	2												
5.3 Modifications Instructions (DRAFT v01)	1	2	15	10												
5.3 Modifications Instructions (FINAL v02)		2		5												
Task 6 Safety Action Plan																
6.1 SS4A CSAP Gap Analysis Memo (DRAFT v01)	2	8	12												81	\$17,350.00
6.1 SS4A CSAP Gap Analysis Memo (FINAL v02)	1	3	6													
6.2 DRAFT CSAP Recommendations Summary Report (v01)	2	16	4	6												
6.2 FINAL CSAP Recommendations Summary Report (v02)	1	10	4	6												
Task 7 Engagement and Outreach																
7.1 City Council Meetings (2 meetings: prep. and in-person attendance)		12														
7.1 Transportation Commission Meetings (2 meetings: prep and in-person attendance)		12												\$245.00		
7.1 City Council PowerPoint Presentation (DRAFT v01) (up to 10 slides)	2	12		4										\$245.00		
7.1 City Council PowerPoint presentation (FINAL v02) (up to 10 slides)	1	6														
7.1 Transportation Commission PowerPoint Presentation (DRAFT v01) (up to 10 slides)	1	12		4												
7.1 Transportation Commission PowerPoint presentation (FINAL v02) (up to 10 slides)	2	6														
7.2 Stakeholder and Community Engagement Events		20														
7.3 Social Pinpoint Webpage (4 updates)			20				43	36	6	10	17			\$1,407.00		
Subtotal Person Hours	80	336	190	320	38	29	0	65	62	6	10	17				
Subtotal Person Fees	\$25,600	\$67,200	\$44,650	\$51,200	\$4,370	\$4,640	\$0	\$9,295.65	\$9,637.90	\$1,119.24	\$1,336.80	\$2,008.38		\$78,929	1153	\$299,987.41

TOTAL COST (Labor + Overhead + Expenses + Fee)

\$299,987.41

Attachment C

US DOT Title VI Assurances

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations: The Consultant (hereinafter includes Consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation and its modal administrations as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practiced when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21; or Part 230 of 23CFR Part 23.

3. Solicitations for Subcontracts, Including Procurements and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, or respective Federal funding agency, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or respective Federal funding agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of the this contract, the Recipient will impose such contract sanctions as it or the respective Federal funding agency may determine to be appropriate, including but not limited to:

- a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b. canceling, terminating, or suspending a contract in whole or part.

6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or respective Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1986, (42 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, color, national origin, or sex);
- Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs of activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1975, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

The Consultant shall include the above certification in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.