



PROFESSIONAL SERVICES AGREEMENT
Kirkland ITS Phase 3
TRC1200000



The City of Kirkland, Washington, a municipal corporation ("City") and DKS Associates, whose address is 719 Second Avenue, Suite 1250, Seattle, 98104 ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. 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 \$ 446,216.00, 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 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. 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.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall 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 seven years after termination of this Agreement unless permission to destroy them is granted by

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

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Project Engineer 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.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is 12/31/2028.

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.

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

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

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose 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.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, 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 the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or 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 contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
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 this 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. COMPLIANCE WITH LAWS/BUSINESS LICENSE

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

XII. FUTURE SUPPORT

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

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that 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 contractor. 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.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

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

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVII. NON-COLLUSION

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

XVIII. WAIVER

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

XIX. 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.

XX. DEBARMENT

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

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

CONSULTANT:

CITY OF KIRKLAND:

Signature: *Eric Shimizu*

Signature: *Julie Underwood*
Julie Underwood (Feb 7, 2025 11:41 PST)

Printed Name: Eric Shimizu

Printed Name: Julie Underwood

Title: Principal

Title: Deputy City Manager

Date: Feb 7, 2025

Date: Feb 7, 2025

Attachment A

Exhibit A-1

City of Kirkland – Kirkland ITS Improvements Phase III [Project TRC1200000]

SCOPE OF WORK

1/28/25

Task 1: Project Management

The project management task will be used to accomplish the following subtasks: manage the project schedule and budget, keep the City project manager updated on the progress of the design, prepare monthly invoices, and track all design decisions and action items.

A project schedule will be kept throughout the design work to show the start and end date of every task and percent complete of tasks. This schedule will be updated on a bi-weekly basis for the City project manager to review. To avoid delays in the project and to keep everyone informed of the progress of design, the Project Manager, Eric Shimizu, will schedule bi-weekly conference calls or face-to-face meetings with the City of Kirkland project manager. During this meeting or call, Eric will review the updated schedule, any issues that have arisen and outstanding action items.

Deliverables:

- Bi-weekly schedule updates
- Spreadsheet for tracking issues and design decisions
- Monthly invoices and progress reports

Assumptions:

- Initial project completion is for funding available for construction in 2025
 - Up to 6 months of Design PM in 2025
 - Up to 6 months of Construction PM in 2025
- Future projects include design updates for construction in 2026.
 - Up to 5 months of Design PM in 2026
 - Up to 5 months of Construction PM in 2026
- Close out
 - Up to 3 months of close out period for accounting
- Future projects includes design updates for construction in 20207
 - Not in SOW but can be added through amendment in the future

Task 2: Preliminary Design

The project includes the design and construction of ITS upgrades to the field equipment at the following locations within the City. The following design meetings will be conducted to confirm the overall project scope, schedule through construction seasons over the next three years, and approach towards setting up plan development on this project.

Exhibit A-1

2.1 Meetings

Kick-off meeting with Stakeholders (in person) – (up to 2 hours, in addition to the commute to and from the meeting)

Up to 4 field design meetings (each meeting lasting up to 4 hours)– to collect data at each of the intersections after as-builts

Weekly check in meetings with COK PM - Minna Yan (up to 30 minutes, each week)

Stakeholder meetings (up to 1 hour per meeting, two times per month) – to coordinate design scope for the City stakeholders. This may include City engineering, City traffic maintenance, City IT group, and City Transportation/Traffic. Up to a total of 10 months total.

Schedule:

- First phase of construction documents for 2025. January 2025 to July 2025 for design schedule.
- Second phase of construction documents for 2026. January 2026 to April 2026 for design schedule. This schedule will be dependent on timing of additional funding. The design schedule is intended for utilizing designs already completed in the first phase and packaging them for construction.
- Third phase of construction documents for 2027. January 2027 to April 2027 for design schedule. This schedule will be dependent on timing of additional funding. The design schedule is intended for utilizing designs already completed in the first phase and packaging them for construction.

2.3 Selected ITS Devices for Kirkland

The City of Kirkland developed the original concept of operations in the initial phase of KITS Ph 1 and this project will not be updating the concept of operations but implementing the chosen devices the City has used as part of the standardized traffic signal equipment and ITS devices. The intent is to clarify this list with the City as part of stakeholder meetings.

DKS will confirm with the City stakeholders if this equipment is accurate for implementation on the KITS Phase III project. In addition, the team will also confirm the needs for switches in the system improvements since that has not been defined.

- Stretch P+ cabinet with NEMA TS-2 controller (M60)
- CCTV cameras: AXIS Q6075-E PTZ, Q6010-E,
- Cisco IE3300
- Central Control System

Exhibit A-1

- Cameleon system from 360 Surveillance
- Tactics central control system
- Confirm locations where switches are needed? The current assumption is that a priority list of locations (3 – 6) will need to be provided to the City PM along with a rough estimated cost for implementing each of the locations. Implementation will depend on available funding restrictions.

In relation to the TMC – This element will be discussed with the City and up to two options will be provided for upgrading the monitors for the TMC room at Kirkland City Hall.

DKS will hold up to four meetings with the City of Kirkland to identify the communications requirements for the ITS devices.

(1) Replace the Existing CCTV Cameras with new cameras at 13 Locations, and Add New Cameras at 9 Locations

- 1) 100th Ave & NE 124th St – East Mast Arm
- 2) NE 100th St & 124th Ave
- 3) 124th Ave & NE 120th St
- 4) 3rd St & Kirkland Ave
- 5) NE 85th St & 120th Ave
- 6) NE 85th St & 124th Ave
- 7) NE 85th St & 132nd Ave
- 8) 98th Ave & Juanita Drive (Axis)
- 9) 98th Ave & 120th Pl
- 10) Central Way & Lake St
- 11) Lk Wash Blvd & Lakeview Dr
- 12) Lk Wash Blvd & 38th Pl
- 13) Market St & Forbes Creek Dr

- 1) NE 85th St & 122nd Ave NE
- 2) NE 90th St & 124th Ave NE
- 3) NE 80th St & 120th Ave NE
- 4) NE 70th St & 132nd Ave NE (no ITS infrastructure at this location) – this location may be a different location after it's confirmed by COK.
- 5) NE 124th St & 128th Ave NE
- 6) NE 120th St & 120th Ave NE
- 7) NE 120th St & Slater Ave
- 8) NE 130th St & 120th Ave NE
- 9) 5th St & Central Way

(2) Upgrade Cabinets at 7 Locations

- 1) NE 124th St & 113th
- 2) NE 124th St & 120th Pl
- 3) NE 124th St & 124th Ave

Exhibit A-1

- 4) NE 124th St & 128th Ln
 - 5) NE 124th St & Slater
 - 6) NE 124th St & 134th Ct
 - 7) NE 124th St & Willows
- (3) Upgrade Controllers at 18 Locations
- 1) NE 38th Pl & Lk. Wa. Blvd
 - 2) 3rd St & Kirkland Ave
 - 3) 3rd St & Central Way
 - 4) 6th St & Central Way
 - 5) NE 68th St & 108th Ave NE
 - 6) NE 80th St & 120th Ave NE
 - 7) NE 85th St & 132nd Ave NE
 - 8) NE 85th St & 124th Ave NE
 - 9) NE 85th St & 122nd Ave NE
 - 10) NE 85th St & 120th Ave NE
 - 11) NE 85th St & 114th Ave NE
 - 12) NE 90th St & 124th Ave NE
 - 13) NE Juanita Dr & 97th Ave NE
 - 14) NE 120th Pl & 98th Ave NE
 - 15) NE 124th St & Willows Rd
 - 16) NE 124th St & Slater Ave NE
 - 17) NE 124th St & 128th Ln NE
 - 18) NE 124th St & 100th Ave NE
- (4) Upgrade or Install 4-way Intersection Video Detection Cameras at 14 Locations
- 1) 124th Ave & 120th St
 - 2) 124th Ave / TLB & 124th St
 - 3) 3rd St & Kirkland Ave
 - 4) 68th St & 108th Ave
 - 5) 85th St & 114th Ave
 - 6) 98th Ave & 116th St
 - 7) 98th Ave & 120th Pl
 - 8) Central Way & 3rd St
 - 9) Central Way & 6th St
 - 10) Central Way & Lake St
 - 11) Lake Wash Blvd & 38th Pl
 - 12) Lake Wash Blvd & Lakeview Dr
 - 13) Market St & Forbes Creek Dr
 - 14) Slater Ave & 120th St
- (5) Upgrade Monitors at Traffic Management Center (TMC)

Exhibit A-1

Deliverables:

- Up to one option for upgrading the existing monitors at the TMC along with an upgrade option for replacement upgrades of the existing TMC monitors.

Assumptions:

- City of Kirkland will provide most recent cost estimates for the equipment above
- City of Kirkland will lead the effort coordinating with Key Stakeholders (fiber and ITS partners) to attend Stakeholder meetings.
- City of Kirkland GIS information for the design corridors will be provided to DKS. GIS information will allow preparation of base mapping (covered in Task 3).
- City of Kirkland will confirm which elements/devices will be purchased by the City for this project.
- No graphics or plans will be prepared under this task.
- Changes or additions made to the design requirements established at the meeting may result in a contract change order. The City and DKS will provide any follow up necessary from the Communications meeting if additional requirements are identified.

Task 3: Base Mapping

The base mapping process will start with the collection of electronic as-built, aerial photos and GIS information. It is assumed that electronic as-built/ GIS files will be provided to DKS for the area from:

- Google maps/aerial photos will be used for the project base maps along with any additional GIS maps provided by the City.

Electronic copies of all traffic and communications infrastructure as-builts will be collected to help layout the preliminary alignment of all existing and proposed communications. Utility as-builts will be collected once the fieldwork is complete and all the areas of underground work are identified. Ultimately the finished base map will include a depiction of the following features:

- Curb, sidewalk and right-of-way alignment
- Locations of existing driveways and curb ramps in areas where underground work will be performed.
- Street furniture (poles, cabinets, junction boxes, fire hydrants, trees, etc.) in locations where underground work will be performed.
- Utility information for areas of underground work.

Exhibit A-1

- Alignment of existing conduit ductbanks or existing utility poles that may be used for existing or future communications.

The base map will be broken into 20 scale drawings (40 scale half size). The drawings will be submitted for the City's review prior to the final field verification of the existing conduit and aerial infrastructure.

Deliverables:

- 40 scale base map plans on 11x17 plan sheets. (Smaller scale drawings will be used if the intersection is too large for the information shown.)
- Basemapping for each location and preliminary elements identified for work at each location.

Assumptions:

- Kirkland to provide electronic basemaps where available.
- Kirkland to assist with compiling electronic copies of electrical, ITS, communications and traffic signal as-builts. Hard copies will be provided for elements not available electronically.
- Kirkland to provide updated GIS information.

Task 4: Field Verification

DKS team will review the available as-built drawings and arrange field meetings with the City (inspectors). Access to the signal cabinets and junction boxes will be necessary to confirm design approach to implement construction.

The field verification process will also include camera locating. The City already has a rough idea of where to locate the CCTV cameras, but all locations should be checked from a site visit to confirm viewpoints for the future camera. DKS will provide a video camera or digital camera for recording the view from each proposed location. The video and digital pictures will be review to determine the optimal viewing position.

DKS will evaluate camera attachment options on the luminaire as well as to the signal mast arm if the location does not have the luminaire as an option.

Assumptions:

- Kirkland will provide technician assistance and potentially a bucket truck for CCTV locating for up to 4 (four) locations. It is assumed that field observations from the ground will be sufficient for at least 6 (six) locations.
- Kirkland will participate in all field walk throughs including technician assistance for field identification of cable and conduit routing.

Deliverables:

None

Exhibit A-1

Task 5: Plans, Specifications and Estimates

The following standards will be determined during two meetings on this first phase of design.

- Required conduit and junction box details.
- Mounting details for CCTV equipment.
- Requirements for showing pavement restoration.
- Areas that will typically need 10 scale blow ups to show additional detail.
- Type and size of junction boxes to use for fiber optics and other cabling.
- Wiring schedule and construction note numbering and placement.
- Bid items for all project elements.
- Specifications content.

The design process will begin with preparation of the 60% drawings. These plans will include the construction notes, the alignment of existing and new communications and the placement of new ITS equipment. The 60% submittal will also include a complete set of specifications that includes the boilerplate, Divisions 1 through 9, the WSDOT amendments and required City standard plans.

By starting with the 60% submittal, the next submittal prepared can be elevated to 90% complete. This package will incorporate all comments from 60% and any comments received from WSDOT during the permit review process. The 90% plan set will be the final detailed review of the plans and specifications.

The next submittal will be a 100% proof set. This submittal will consist of only one or two sets of plans and specifications that are used just to confirm that all final comments on the 90% plans were incorporated. The intent is not to distribute this set widely for review. The next submittal received will be a signed set of plans ready for reproduction.

All submittals will include a cost estimate. Quantity take-offs can be provided to the City upon request. Unit prices for all bid items will be updated based on prices received on other ITS projects recently bid.

Deliverables:

- 60% plans, specifications and estimates.
- 90% plans, specifications and estimates.
- 100% proof set of plans, specifications and estimates.
- Signed set of plans, specifications and estimates.

Assumptions:

- City of Kirkland will handle all permit correspondence with WSDOT.
- City of Kirkland will provide aerial orthophoto for the project / from GIS.
- City of Kirkland will provide existing records and/or drawings of the existing conduit and interconnect.

Exhibit A-1

- City of Kirkland will provide the standard title block, standard general note and boarder for design drawings.
- City of Kirkland will coordinate review comments on design submittals.
- The design will include up to nine (9) new CCTV cameras. It is assumed the intersection is already connected to the network fiber.
- Existing signal poles will be used to mount CCTV and video detection cameras.
- Digital message signs (DMS/VMS) and TSP are not included as part of this scope of work.
- Communications equipment for the CCTV cameras will be housed in the controller cabinet (no separate CCTV cabinet).
- New conduit will be located under existing and/or proposed sidewalk.
- The consultant will not be responsible for the accuracy of existing utility data, but will conduct the field verification of the existing data.
- No ADA designs are anticipated as part of this scope of work. The consultant will verify that there is no impacts to existing curb ramps.
- Curb ramp designs are not included in this scope of work.
- No design changes will be made after the 90% submittal. The 100% design effort is assumed only to include final details and refinements to the 90% design.
- Cabinet replacements will be located in the same location as the existing cabinets. Foundation upgrades for new cabinets will be completed by using a standard “pour around” of the existing foundation. The intent is relocation of the proposed cabinet is possible to the extent that entire signal re-wiring is not necessary or required as part of this scope of work.
- No new right-of-way will be required for any of the design improvements.
- All work will be performed within City of Kirkland right-of-way, therefore ROW plans will not be needed.
- The format of the specifications will be based on WSDOT Federal Aid Projects. City of Kirkland will provide their standard federal aid boilerplate and division 1 special provisions. The City will also provide any standand special provisions that exist for sidewalk, roadway and traffic systems.
- Electronic copies of the final plans will be provided to the City. Any reproduction of the final plans will be provided by others.
- NEPA checklists are not included as part of this scope of work.
- Environmental documentation is not included as part of this scope of work
- Other disciplines, such as structural, drainage, landscaping, civil are not included as part of this scope of work.

Exhibit A-1

Task 6: Bid Support

The DKS Team will provide support to Kirkland during the bidding process. This would include preparing copies of the contract documents, responding to requests for information (RFIs) from the contractor and preparing addendums as needed. DKS would also attend the pre-bidders conference to answer questions regarding the plans.

Deliverables

- 1 set of the bid package electronically (PDF)
- CADD files for the project

Task 7: Construction Support

The DKS Team will provide support to Kirkland during construction. Since Kirkland has their own inspection staff and construction management group, it is assumed that our role would be to perform the following:

- Attend construction meetings.
- Make periodic site visits upon request to help resolve construction issues.
- Respond to RFIs
- Review submittals for construction elements that do not fall under WSDOT or Kirkland standards.
- Prepare change orders when necessary.

Assumptions

- Construction meetings will include one team member for each meeting. Up to a total of 24 meetings.
- A maximum of 8 site visits (from one engineer) are included in the estimate.
- A maximum of 64 hours is included in the estimate for responding to RFIs and submittals and preparing change orders.

Task 8: Record Drawings

The DKS Team shall prepare Construction Record Drawings (CRD) for the project based on marked up drawings that are compiled by the City of Kirkland. CRDs shall conform to City of Kirkland Standards.

Assumptions

- Field work will not be performed by the DKS Team during the record drawing development process.
- All mark ups prepared by the Contractor and Inspector will be compiled by the City of Kirkland.
- Effort limited to hours noted in LOE

Exhibit A-1

Deliverables

- Draft Submittal: One set of electronic PDF.
- Final Submittal: One (1) set of electronic PDF and CAD files.

Task 9: Future phases of design and construction

This includes sub-tasks of the following items for each future year of construction. I have included below an outline of these tasks as a placeholder for the budgeting of these elements. This work will need to incorporate our best assumptions on salary escalation and other items but is intended more as a placeholder for future work to be authorized.

Task 9.1: 2026 Construction documents

Task 9.1a: Plans, Specifications and Estimates

- Update plan sheets.
- Update Bid specifications package for construction
- Update Cover page for the design package

Task 9.1b: Bid Support

- Similar to scope & assumptions in main contract

Task 9.1c: Construction Support

- Similar to scope & assumptions in main contract

Task 9.1d: Record Drawings

- Similar to scope & assumptions in main contract

Assumptions

- Effort limited to hours noted in LOE
- Adjustment of future 2026 rates has a slight effect on hours noted above

Task 9.2: 2027 Construction documents {NOT INCLUDED}

Task 10: Optional Services

These scope elements are currently not included as part of the scope of work but could be additional scope elements added by the City of Kirkland by contract amendment. These elements would modify the scope, schedule, and fee estimate.

Exhibit A-1

10.1 Environmental Applications - SEPA

Current funding is for local funding for construction.

Assumptions:

It is assumed that others are handling environmental checklists and this is not included in the scope of work.

It is assumed on this project that the improvements would utilize SEPA checklists only and would obtain a Determination of non-significance for the project.

It is assumed that there are no impacts to any ADA ramps and limited physical infrastructure (new pavement or concrete) improvements as part of this scope of work.

Attachment B

KITS - Phase 3 LOE

DKS

Task #	Task Name	Name	Eric	Tulsi	Jerry	Arjae		TOTALS BY TASK		
			Role	PM	QC	Asst Engr	CADD	Admin	Hours	Salary Cost
			Title							
Direct Labor Rate										
01.	Project Management and Administration		82	74				32	188	\$15,509
12%	Project Management and Administration									
	1.1 Progress Meetings/Agenda/Mtg Notes (25 Total)		32	32				24	88	\$6,829
	1.2 Monthly Invoices (25 Total)		18	18				8	44	\$3,570
	1.3 Monthly Progress Reports (30 Total)		32	24					56	\$5,109
02.	Preliminary Design		68	94	8	16			186	\$15,366
11%	2.1 Meetings		8	8	8				24	\$2,176
	2.1a Kick off (1) & Stakeholders (2 hr/ month)		26	26					52	\$4,587
	2.1b Up to four field meetings (4 hr each)		2	20		16			38	\$2,422
	2.1c Weekly check in meetings (up to 20 weeks)		20	20					40	\$3,528
	2.2 Confirm Selected Devices		12	20					32	\$2,653
03	Base Mapping		1	14		28	82		125	\$7,363
5%	3.1 Site basemap (google images)			6			30		36	\$2,160
	3.2 Vicinity Map and Legend						12		12	\$703
	3.3 Plan sheet setup - capture of cabinet locations, poles		1	4		16	40		61	\$3,584
	3.4 As-Built review			4		12			16	\$916
04	Field Verification		4	18		12			34	\$2,291
2%	4.1 Gather as-builts from all utilities within the project limits			4		4			8	\$484
	4.2 CCTV field coordination (up to 4 sites)		2	8		6			16	\$1,079
	4.3 Utility conflict investigation and resolution plan (up to 6 locations)		2	6		2			10	\$729
05.	Design Documentation		78	217	52	262	184	28	821	\$54,344
40%	5.1 60% plans				12			8	32	\$1,542
	Replace existing cameras at 13 locations		4	10		12	8		34	\$2,224
	Add new cameras at 9 locations		4	9		20	8		41	\$2,589
	Upgrade cabinets at 7 locations		2	8		8	8		26	\$1,655
	Upgrade controllers at 18 locations		4	12		16	8		40	\$2,574
	Upgrade or install 4-way I/S video detection cameras at 14 locations		4	16		24	12		56	\$3,508
	Upgrade Monitors at TMC		4	8		8	12		32	\$2,108
	5.1b 60% Specifications		6	8		8			22	\$1,624
	5.1c 60% Estimates		2	12		16			30	\$1,886
	5.2 90% plans				24			8	32	\$2,689
	Replace existing cameras at 13 locations		2	6		6	8		22	\$1,413
	Add new cameras at 9 locations		2	8		16	8		34	\$2,087
	Upgrade cabinets at 7 locations		1	6		3	8		18	\$1,142
	Upgrade controllers at 18 locations		2	12		8	8		30	\$1,923
	Upgrade or install 4-way I/S video detection cameras at 14 locations		6	12		16	12		46	\$3,027
	Upgrade Monitors at TMC		2	4		4	12		22	\$1,406
	5.2b 90% Specifications		3	6		6			15	\$1,054
	5.2c 90% Estimates		2	6		8			16	\$1,053
	5.3 100% plans				16			8	24	\$1,924
	Replace existing cameras at 13 locations		2	4		6	8		20	\$1,279
	Add new cameras at 9 locations		2	6		12	8		28	\$1,737
	Upgrade cabinets at 7 locations		1	4		3	8		16	\$1,008
	Upgrade controllers at 18 locations		2	12		16	8		38	\$2,355
	Upgrade or install 4-way I/S video detection cameras at 14 locations		6	8		12	12		38	\$2,543
	Upgrade Monitors at TMC		2	4		4	12		22	\$1,406
	5.3b 100% Specifications		3	6		6			15	\$1,054
	5.3c 100% Estimates		2	6		8			16	\$1,053
	5.4 Signed PS&E		8	24		16	16	4	68	\$4,481
06.	Bid Support		8	20		8	8	2	46	\$3,214
2%	6.1 Bid Support 2025 year (up to 46 hrs)		8	20		8	8	2	46	\$3,214

KITS - Phase 3 LOE

DKS

Task #	Task Name	Name	Eric	Tulsi	Jerry	Arjae		TOTALS BY TASK		
			Role	PM	QC	Asst Engr	CADD	Admin	Hours	Salary Cost
			Traffic Lead							
			Principal							
		Direct Labor Rate	\$109.41	\$67.00	\$95.60	\$53.96	\$58.59	\$49.34		
			DKS Consultant - Contract Cost					\$437,773		

Hours included below are NOT included in this scope of work. Potential Future Work.

2.2	Environmental Application - SEPA	14	16
		14	16

\$2,604

194.27% Indirect OH \$5,058
30.00% Fixed Fee \$781

Total Optional Scope \$8,443

DKS Consultant - Contract Cost with optional Items \$446,216