



PROFESSIONAL SERVICES AGREEMENT PSA 6/30/2020

 **City Attorney**
Kevin Hansen
Rev: 01/16/25

The City of Kirkland, Washington, a municipal corporation ("City") and Platform Design LLC, whose address is 1221 E. Pike Street, Suite 300 Seattle, WA 98122 ("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 _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 \$99,566.00, as detailed in Attachment 1.
- 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 City Staff Project Manager/Administrator 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 August 31, 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.

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: *Jeff Arango*

Signature: *Julie Underwood*
Julie Underwood (Feb 3, 2025 08:21 PST)

Printed Name: Jeff Arango

Printed Name: Julie Underwood

Title: Managing Principal

Title: Deputy City Manager

Date: _____

Date: 02/03/2025



Streamlining Design Review

City of Kirkland

SCOPE OF WORK

December 9, 2024

framework

WORK PLAN

PHASE 1: PROJECT MANAGEMENT

PRIMARY DELIVERABLE 1

Work Plan

Target Deadline: November 22

1.1 KICK-OFF MEETING

January 10

Framework will plan and facilitate a kick-off meeting with City staff to review the project scope and timeline, key milestones, deliverables, and discuss project opportunities and challenges.

Sub-Deliverables:

- Kick-off meeting agenda and meeting summary

1.2 PROJECT MANAGEMENT

Ongoing

Framework will manage the project for our team and will be responsible for coordinating with the City team on project tasks and managing the schedule. This task also includes ongoing management of project documents and budget.

Sub-Deliverables:

- Bi-weekly / monthly meeting agendas and project progress reports
- Detailed sub-schedules to coordinate specific project phases
- Project invoices

1.3 STAFF MEETINGS

Ongoing

Framework will meet with City staff on project coordination and management at a regular frequency that will be established early in the project and may vary during project phases.

Sub-Deliverables:

- Staff meeting agendas and summaries

1.4 WORK PLAN

January 10

Framework will develop a detailed work plan by project phase that includes all scoped tasks and additional detail on how Framework will support staff-led work. Focused collaboration with the City's project manager and staff team will ensure the work plan accommodates staff availability and desired amount of City input throughout the project.

Primary Deliverable:

- Work plan

PHASE 2: AUDIT AND PUBLIC PARTICIPATION

PRIMARY DELIVERABLE 2

Public Participation Plan

Target Deadline: January 3

PRIMARY DELIVERABLE 3

Public Outreach Summary Report

Target Deadline: March 7

2.1 DESIGN REVIEW AUDIT

February 15

Framework will review Kirkland's existing design review guidelines, regulations and zoning code, seeking ways of simplifying, clarify, and consolidate requirements and guidelines in order to comply with HB 1293.

Sub-Deliverables:

- Design Review Audit Summary document noting major themes and issues.

2.2 FOCUS GROUPS AND STAKEHOLDER INTERVIEW

February - March

Framework will plan and facilitate a series of focus group meetings and stakeholder interviews to inform them about the project and get input. Input topics are likely to include the design review process, the existing design guidelines, and other challenges and opportunities they see that should be considered as part of this update. This task includes meeting with the Design Review Board (DRB) and DRB members.

Sub-Deliverables:

- Focus group agendas and discussion guide
- Input summaries with key findings

PHASE 3: RECOMMENDATIONS

PRIMARY DELIVERABLE 4

Design Review Board Process Recommendation

Target Deadline: March 14

PRIMARY DELIVERABLE 5

Design Guidelines Consolidation and Amendments

Target Deadline: March 24

3.1 DRB PROCESS RECOMMENDATION

March 28

Framework will use the Design Review Audit, along with feedback from the public and key stakeholders, to produce a recommendation for streamlining the DRB process that balances desired outcomes of development projects while remaining compliant with HB 1293.

Primary Deliverable:

- DRB process recommendation

3.2 DESIGN GUIDELINES CONSOLIDATION AND AMENDMENTS

April 24

Working alongside Kirkland City staff and incorporating stakeholder feedback, Framework will make context-specific recommendations for changes to guidelines and regulations, and a strategy for consolidating Kirkland's six design guideline documents into one.

Primary Deliverables:

- Recommended amendments to guidelines and regulations that are clear, objective, and understandable
- Consolidation strategy to simplify and streamline Kirkland's multiple sets of design regulations into a single system
- Draft and final updated design review and code documents

3.3 SUPPORT FOR STAFF LED CODE AMENDMENTS

April - May

Framework will also provide technical guidance and support to City Staff throughout the process of performing necessary code amendments to implement the recommendations in task 3.2 and 3.3.

Sub-Deliverables::

- Collaborative working documents
- Graphic support

3.4 OPEN HOUSE

April - May

Framework will design and host a public open house both in-person and online via Konveio. The open house will feature project information boards and a variety of ways to provide feedback and ask questions. The boards will summarize the findings of the audit conducted in Phase 2 along with preliminary recommendations for updated the design guidelines and design review process.

Sub-Deliverables::

- Open house program
- Open house project boards
- Open house summary with key themes from input at both the in-person and online open house

3.5 PUBLIC MEETINGS

April - May

Meetings to refine and advance the design review standards, guidelines, and process may occur in a variety of formats including workshops, study sessions, public hearings, and public meetings.

Sub-Deliverables:

- Meeting materials and presentations
- Graphic material communicating major changes

CONTINGENCY

4.1 ONGOING LEGISLATIVE RESEARCH

Ongoing

Framework will keep up to date on any new implementation guidance, changes to HB 1293 or other relevant legislation. Our team is well practiced at staying in tune with state and local mandates in order to keep all projects current and compliant.

Sub-Deliverables:

- Update summary documents or emails for any major changes to the law or implementation guidance

**4.2 UNEXPECTED
TASKS OR
INFORMATION
REQUIRED BY THE
STATE**

TBD

Framework anticipates changes to project deliverables. Our interdisciplinary team allows us to stay nimble and add new skillsets or expertise as needed to keep the project on track.

Sub-Deliverables:

- Memos, presentations, emails, additional recommendations, and other material depending on circumstances

framework

FRAMEWORK

	2024 Hourly Rates	Jeff Arango, Project Manager \$250	Lesley Bain \$250	Bobo Cai \$160	Tyler Quinn-Smith \$160	Emily Pressprich \$150	Total Hours and Estimated Cost by Task
Phase 1: Project Management							
1.1 Kick-off Meeting		4	2	2	2	2	12
1.2 Project Management		8	0	0	10	0	18
1.3 Staff Meetings		10	4	8	8	8	38
1.4 Work Plan		8	0	0	8	0	16
Subtotal		30	6	10	28	10	84
							\$16,580
Phase 2: Audit and Public Participation							
2.1 Design Review Audit		20	12	20	40	30	122
2.2 Focus Groups and Stakeholder Interviews		14	6	0	14	0	34
Subtotal		34	18	20	54	30	156
							\$29,340
Phase 3: Recommendation							
3.1 DRB Process Recommendation		10	8	2	8	6	34
3.2 Design Guidelines Consolidation and Amendments		10	10	8	28	22	78
3.3 Support Staff Led Code Amendments		10	0	0	16	16	42
3.4 Open House		10	6	10	12	16	54
3.5 Public Meetings		14	4	4	8	0	30
Subtotal		54	28	24	72	60	238
							\$44,860
Contingency Tasks							
4.1 Ongoing Legislative Research		2	0	0	8	12	22
4.2 Unexpected Tasks or Information Required by the State		2	0	4	8	12	26
Subtotal		4	0	4	16	24	48
							\$7,800
Total Estimated Hours		122	52	58	170	124	526
Cost (Hours*Rate)		\$30,500	\$13,000	\$9,280	\$27,200	\$18,600	\$98,580
Project Cost Subtotal		\$98,580					
Expenses (1% of Project Cost)		\$986					
Estimated Total Costs		\$99,566					