

SEQUIM CITY COUNCIL AGENDA COVER SHEET

MEETING DATE: January 14, 2019

FROM: Matt Klontz, P.E., City Engineer

MK
initials

SUBJECT/ISSUE: Personal Services Agreement with Platform Design LLC
dba Framework to Provide Public Outreach Services for
the Proposed South Sequim Connector Project

Discussion dates	3/26/18	9/24/18		
CATEGORY	<input type="checkbox"/> City Manager Report	<input type="checkbox"/> Information Only	Time Needed for Presentation	
	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Consent Agenda	0 Minutes	
	<input type="checkbox"/> Other Business			
Reviewed by	Initials		Date	
Charles P. Bush, City Manager	CPB		1/9/19	
David Garlington, P.E., Public Works Director	dmg		1/8/19	
Kristina Nelson-Gross, City Attorney	KNG		1.8.2019	
Sue Hagener, Administrative Services Director	SH		1/8/2019	
Karen Kuznek-Reese, City Clerk	KKR		1/8/19	

PROBLEM/ISSUE STATEMENT: The Transportation Master Plan shows a planned collector on South Sequim, between 9th Avenue on the west end, to Brown Road to the east. The collector is shown midway between the 101 Bypass and Washington Street along the Prairie Street alignment and connects the City's two Economic Opportunity Areas (EOAs) that anchor the corridor.

At this early stage of project development, it is important to engage the public in such a way that after project objectives have been fully discussed, the best alternative design routes and design concepts (street cross-sections) are identified, developed and evaluated to properly scope the project.

LIST OF ATTACHMENTS:

1. Personal Services Agreement with Platform Design LLC (dba Framework)

DISCUSSION/ANALYSIS: A Request for Qualifications (RFQ) was issued in August of 2018 for consultant services to engage the citizens of Sequim and the neighborhoods in the above-referenced areas to develop a consensus concept design including collector alignment and street cross-sections. Although the alignment along Prairie Street has been identified in various city documents, the purpose is to engage the community in arriving at a consensus-based alignment and routing of the corridor, to meet the project objectives of transportation efficiency and neighborhood revitalization. Consequently, this project is being titled the South Sequim Connector project.

Framework was one of two respondents to the RFQ. The other was Vanir Construction Management, Inc. Both responses were reviewed by an internal review panel and the RFQ response from Framework was the higher rated submittal. An interview with Framework was conducted and Framework was asked to submit a proposal for public outreach services.

Framework's proposal includes a variety of public outreach efforts including stakeholder meetings, design charrettes and public meetings -- all designed to maximize public engagement in the design effort to result in an optimal design solution. The scope of work is contained in the attached personal services agreement with Framework.

Public outreach efforts are to occur during the entire 2019 calendar year, resulting in a design concept, in terms of corridor routing and street design, near the end of the year.

FINANCIAL IMPLICATIONS: The contract is not to exceed \$79,142. The CIP identifies \$100,000 for this stage of the project in 2019. This would also include services under a separate contract for Traffic Engineering consulting for assistance in traffic analysis to include street design evaluation and traffic counts and projections. Fifty (50) percent of this amount is from Transportation Benefit District (TBD) funding and the other fifty (50) percent is from Real Estate Excise Tax (REET).

RECOMMENDATION: Staff recommends that the City Council approve the contract to provide public outreach services for the South Sequim Connector project and direct the City Manager to enter into the contract.

MOTION: Move to approve the contract with Platform Design LLC dba Framework for public outreach services for the South Sequim Connector Project and to authorize the City Manager to enter into the contract with Platform Design LLC dba Framework.

PERSONAL SERVICES CONTRACT

The parties to this contract are the City of Sequim (“City”), a municipal corporation of the State of Washington, and Platform Design LLC, DBA Framework (“Contractor”).

In exchange for the compensation paid by the City under this contract, Contractor agrees to provide the services specified in Attachment A, Scope of Work. The services are briefly described as follows: Provide public outreach services including but not limited to: stakeholder and community meetings, design charrettes and communications to support a community-based design process for South Corridor Connector and Revitalization project.

TERM OF CONTRACT

The term of this contract begins on 1/14/2019 and ends no later than 1/13/2020.

COMPENSATION

The City will pay for the services provided by Contractor under this contract as follows: Contractor will be compensated in accordance with tasks performed per the Prairie Street Extension and Rehabilitation Scope of Work proposal dated December 17, 2018 for a sum not to exceed SEVENTY-NINE THOUSAND ONE HUNDRED FORTY-TWO DOLLARS AND NO CENTS (\$79,142.00)

Contractor may submit an invoice for payment, with a description of tasks / services performed in the billing period, no more frequently than once per month.

TERMINATION OF CONTRACT

- a. Termination without cause. This contract may be terminated by either party at any time with two weeks’ notice to the other party.
- b. The rights and remedies of the City provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

FORCE MAJEURE

Contractor is not responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Contractor’s reasonable control and Contractor gives notice to the City immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

RENEWAL

This contract will not automatically renew. If the City desires to renew, the City will provide written notice to Contractor of its desire to renew this contract at least 5 days before the scheduled termination date.

MERGER AND MODIFICATION

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be

modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

ASSIGNMENT AND SUBCONTRACTS

Contractor may not assign or otherwise transfer or delegate any right or duty without the City’s express written consent. Contractor is solely responsible for the performance of the services specified in Attachment A. Contractor does not have authority to contract for or incur obligations on behalf of the City.

NOTICE

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

CITY: Clerk’s Office
City of Sequim
152 West Cedar Street
Sequim WA 98382
(360) 681-3428

With a separate copy addressed to the City Attorney.

CONTRACTOR: Platform Design LLC
DBA Framework
1221 East Pike Street
Suite 300
Attn: Jeff Arango
Seattle, WA 98122

This provision is not intended to apply to informal communications, which are commonly conducted by email.

APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of Washington. Any action to enforce this contract must be adjudicated exclusively in the County of Clallam.

SPOILIATION – NOTICE OF POTENTIAL CLAIMS

Contractor must promptly notify the City of all potential claims that arise or result from this contract. Contractor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the City the opportunity to review and inspect the evidence, including the scene of an accident.

INDEMNITY

Contractor indemnifies the City for any negligent acts or omissions of Contractor.

INSURANCE

Contractor must obtain and maintain insurance of the types described below [*checkmark if required; strike out (example) or delete if not required*]:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage must be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage. The minimum combined single limit for bodily injury and property damage must be \$1,000,000 per accident.

Commercial General Liability insurance must be written on a form at least as broad as ISO occurrence form CG 00 01 and cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance must be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or substitute form providing equivalent coverage. There must be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. City must be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for City using ISO additional endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The minimum limits must be no less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

~~*Errors & Omissions* insurance in the amount of \$[Click or tap here to enter text.](#) per incident.~~

ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The City does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The City does not waive any right to a jury trial. However, the Parties agree to attempt to mediate in good faith before any litigation is commenced.

CONFIDENTIALITY

Contractor will not use or disclose any information it receives from the City under this contract that the City has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the City. The City will not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that the City determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the Washington State Public Records Act, RCW 42.56. The duty of the City and Contractor to maintain confidentiality of information under this section continues beyond the term of this contract.

COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor understands that, except for disclosures prohibited in this contract, The City must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records obtained or generated by Contractor under this contract, except for records that are confidential under this contract, may, under certain circumstances, be open to the public upon request under the Washington Public Records Act. Contractor agrees to contact the City

immediately upon receiving a request for information under the Public Records Act and to comply with the City's instructions on how to respond to the request.

WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this contract belong to the City and must be delivered to the City at the City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to the City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material. Contractor will execute all necessary documents to enable the City to protect its rights under this section. Provided, however, that the Contractor may use copies of the final versions of the work product that it creates pursuant to this contract for its portfolio and publicity purposes so long as the work product does not reflect the City's confidential information.

INDEPENDENT ENTITY

Contractor is an independent entity under this contract and is not a City employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Washington Unemployment Compensation Law, any State Retirement Program and the Washington Labor and Industries law. Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this contract, except to the extent specified in this contract.

NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Contractor agrees to comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor must have and keep current at all times during the term of this contract all licenses and permits required by law.

SURVIVAL OF CERTAIN PROVISIONS

The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement, survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters or actions begun within that period.

CITY AUDIT

All records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this contract are subject to examination by the City or the City's designee. Contractor must maintain all such records for at least three years following completion of this contract.

PREPAYMENT

The City will not make any advance payments before performance by Contractor under this contract.

TAXPAYER ID

Contractor's federal employer ID number is: **492101000**

PAYMENT OF TAXES BY THE CITY

Any applicable sales tax is included in the contract price.

EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

The Effective Date of this Agreement is the _____ day of _____,
20__.

<p>CONSULTANT</p> <p>_____ Lesley Bain Principal</p>	<p>CITY OF SEQUIM</p> <p>_____ Charles P. Bush, City Manager</p> <p>APPROVED AS TO FORM:</p> <p>_____ Kristina Nelson-Gross, City Attorney</p> <p>ATTEST:</p> <p>_____ Karen Kuznek-Reese, MMC, City Clerk</p>
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Scope of Work

Task 1 – Project Management and Kick-off

1.1 Kick-off and Site Tour

The consultant team and city staff will meet in Sequim to review the project scope, schedule, deliverables, a data and mapping request, and an outline of the public engagement plan. The meeting will also include a review and discussion of project goals and a site tour of the project area to inform the existing conditions summary. This may also be an opportunity to meet with other key stakeholders such as elected officials or key property owners.

1.2 Project Management (Ongoing) and Meetings

Project management includes meetings and updates to City staff, the coordination of project tasks, and managing the project scope, schedule, and deliverables. This task also includes meetings with city staff, elected officials, and boards and commissions.

Task 2 – Existing Conditions

2.1 Draft Existing Conditions Summary

The existing conditions summary will identify the project context, physical conditions, land use, property ownership, access, right-of-way, transportation data, and other factors that will inform the concept design for the corridor and the connections to the EOA's.

Assumptions: The City will provide project data and base maps including parcels, streets, and base maps of key streets in the project area showing the public right-of-way (ROW), driveways, streets, utilities, and sidewalks.

Deliverables:

- Draft Existing Conditions Summary

2.2 Final Existing Conditions Summary

Following review by City staff the consultant team will update the existing conditions summary for the final deliverable.

Deliverables:

- Final Existing Conditions Summary

Task 3 – Public Engagement

3.1 Public Engagement Plan

Early in the project the consultant team will develop a public engagement with more detail on outreach goals, key stakeholder groups, outreach events, and communications. The City will have an opportunity to review and provide input before the engagement plan is finalized.

3.2 Focus Groups/Stakeholder Interviews

The consultant team will facilitate focus group discussions among key stakeholder groups and/or stakeholder interviews to support the development of the existing conditions summary. The consultant team will develop a program for the focus group discussions and/or interviews including key questions. The program will be sent to city staff for input prior to the meetings with stakeholders.

Key stakeholders: Residents, property owners, community organizations, economic development, funding agencies, city staff, elected officials.

Deliverable:

- Meeting/Interview Summaries

3.3 Design Charrette

The major public engagement event will be a three-day design charrette in the City of Sequim. The design charrette is an opportunity for the design team to engage with the community and key stakeholders over consecutive days and time for the design team to develop concepts based on community input, the existing conditions summary, and best practices. A typical design charrette includes the following activities:

1. **Opening Night Event.** The opening night event includes a presentation from the design team about the project, interactive project boards, live polling and moderated Q&A, and design exercise. The presentation and project boards will address issues and opportunities, the existing conditions summary, and best practices to spur thinking about the project and improve the ability of the community to provide effective input.
2. **Design Team Studio Time.** The design team will have blocks of time to develop design concepts during the three-day charrette. The public is always invited to stop by and learn about the project and provide input if they are unable to attend the planned outreach events or have specific input they'd liked to provide.
3. **Site Tour.** The design team leads a walking tour of the project area with the community to discuss key issues and opportunities.
4. **Open Houses.** An open house is held on both days 2 and 3 for the public to review the design teams progress and provide additional input.
5. **Meeting with Key Stakeholders.** Meetings with city staff, elected officials, key stakeholders, or boards and commission can be scheduled during or at the end of the charrette to review progress and public input.

Deliverables:

- Charrette summary including public input, design concepts, and any alternatives.
- Final vision statement and guiding principles.

3.4 Open House

The open house will be focused on reviewing the public input received to date and design concepts that are further refined from the design charrette. The consultant team will prepare materials for the workshop including project boards, a presentation, and opportunities for public input and feedback.

Deliverables:

- Open house materials including a draft for City review and final versions.
- An open house summary including public input and feedback received

Task 4 – Concept Design

4.1 Draft Concept Design

Based on the existing conditions analysis, best practices review, and public input the project team will develop a concept design for an east west corridor and to connect to the EOA's. The concept design will first be focused on alternative alignments to connect to EOA on the east and west ends of the project area.

The concept design will also include plans for the rehabilitation of existing streets that are part of the preferred alignment that address traffic flow and capacity, address safety, pedestrian and bike infrastructure, stormwater management, access management, parking, and other neighborhood amenities. As necessary alternative concepts will be considered and developed for input from the City and the community during and following the design charrette.

Deliverables

- Draft Concept Design Report

4.2 Final Concept Design

Following review and input from the City and community including at the open house under subtask 3.4 the project team will refine the concept plan for the final deliverable.

Deliverables

- Final Concept Design Report

4.3 Plan Graphics

This subtask covers the plan graphics developed for the draft and final concept design report. Graphics including plan diagrams, street sections, plans, and photo simulations. The graphics will be provided to the City in the native format and will be designed to support the City in securing construction funding for the project.

Deliverables

- Graphic files and exports

Cost Proposal

Frameworks takes a flexible approach to working with our clients to develop the scope and budget. We are willing to make revisions to better meet the needs of the City and the project.

Figure 2. Project Budget by Task

	Framework				Total Hours and Estimated Cost by Task
	Jeff Arango, AICP Project Manager	Lesley Bain, Urban Design	Daniel Harris, Planner	Project Support	
2019 Hourly Rate	\$175	\$175	\$125	\$60	
Task 1: Project Management					
1.1 Kick-off Meeting	8	5	5	0	18
1.2 Project Management (Ongoing) and Meetings	50	0	0	0	50
Subtotal	58	5	5	0	68
					\$11,650
Task 2: Existing Conditions					
2.1 Draft Existing Conditions Summary	16	10	8	0	34
2.2 Final Existing Conditions Summary	8	6	6	0	20
2.3 Best Practices Review	8	6	6	0	20
Subtotal	32	22	20	0	74
					\$11,950
Task 3: Public Engagement					
3.1 Public Engagement Plan	6	2	4	0	12
3.2 Stakeholder Interviews/Focus Groups	16	10	16	0	42
3.3 Design Charrette	30	30	40	24	124
3.4 Open House	12	12	16	0	40
Subtotal	64	54	76	24	218
					\$31,590
Task 4: Concept Design					
Task 4.1 Draft Concept Design Report	14	14	20	0	48
Task 4.2 Final Concept Design Report	8	8	8	0	24
Task 4.3 Plan Graphics	24	12	20	40	96
Subtotal	46	34	48	40	168
					\$22,400
Total Estimated Hours	200	115	149	64	528
Cost (Hours*Rate)	\$35,000	\$20,125	\$18,625	\$3,840	\$77,590
Project Cost Subtotal	\$77,590				
Expenses (2% of Project Cost)	\$1,552				
Estimated Total Costs	\$79,142				