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PROJECT TITLE	EXHIBITS (List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)
CONTRACTOR	CITY OF REDMOND PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR'S CONTACT INFORMATION (Name, address, phone #)	BUDGET OR FUNDING SOURCE
CONTRACT COMPLETION DATE	MAXIMUM AMOUNT PAYABLE

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

1. **Retention of Consultant - Scope of Work.** The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. **Completion of Work.** The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. **Payment.** The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

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

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

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

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

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

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

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

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

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

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

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

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

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

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

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

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

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

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

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

**page 8 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

City of Redmond Southeast Redmond Market Study

Scope of Work

The BERK team will take a holistic approach that integrates land use considerations, access, transportation, sustainability, infrastructure needs, economic development goals, and market demand drivers to develop an informed market study for the Southeast Redmond Manufacturing and Industrial Center (SE-MIC). This approach will include the following key tasks:

Task 1. Project Kick-off and Management

Project Launch Meeting. We will schedule a project kick-off with City staff to identify desired project outcomes, talk through our proposed approach, identify key milestones and expectations for the final deliverables, discuss data needs and other relevant project considerations, and define the logistics of how we will work together to ensure success. As part of the kick-off meeting, we will also discuss the city's vision and objectives for the SE-MIC and project engagement needs.

Ongoing Project Management. We will hold bi-weekly check-in meetings with the City Project Manager over the remainder of the project to ensure progress towards milestones according to the scope of work. These meetings will include reviewing interim drafts and analyses and proactively addressing any challenges that may arise.

Deliverables:

- Kickoff meeting (in person/hybrid)
- Project schedule
- Bi-weekly check-in meetings (online)
- Monthly invoicing

Task 2. Stakeholder Engagement

Engagement under this task will gather input from project stakeholders to inform analysis and research in Tasks 3 to 6 and supplement existing data and information. As an early deliverable in the process, we will work with City staff to develop and deliver a stakeholder engagement plan that aligns with project needs and available resources. This will include outlining engagement objectives, project information needs, all virtual and in-person engagement activities, facilitation responsibilities, materials requirements, and the engagement timeline.

As a starting point, in the bullets below we have proposed some external potential partners that are likely important to include (in addition to city staff from various departments such as the Economic Development Division, Environmental Sustainability Program and Public Works). We will further develop this preliminary list and determine appropriate outreach methods in collaboration with City staff. The outreach activities will be scaled within the budget available for this task.

Potential External Stakeholders

- **Existing businesses and property owners in the SE-MIC** to understand if their current SE-MIC facility is adequate for their operations; if they have any other facilities outside of the center; if they have growth or expansion plans; lease terms; their perspective on development opportunities in the area; and the pros and cons of the SE-MIC and their location within it.
- **Businesses in Redmond (emphasizing those at risk of displacement) and businesses seeking industrial property in the area** to understand preferences for locating, expanding or moving; desired site attributes and facility needs (type, size, purpose); and perspectives on development constraints.
- **Industrial property real estate professionals** such as real estate brokers who are actively engaged in leasing industrial space in Redmond and the Eastside to understand their perception and opinion of the SE-MIC; their experiences in showing, leasing and/or selling in the area and the city; perspectives on industrial space needs; and the general trends of the industrial and commercial regional markets.
- **Partners in economic development**, including local community-based organizations, utility providers (e.g. PSE), OneRedmond, and others to provide their perspective on the SE-MIC's strengths, challenges, and development opportunities; as well as market demand drivers for development.

Deliverables:

- Draft and final engagement plan summarizing the approach (including number of outreach activities, for example interviews/focus groups/meetings), timeline, and participants of all outreach activities
- Engagement support and materials consistent with the plan developed with City staff

Task 3. Existing Conditions and Market Drivers

Analysis under this task will seek to uncover expected future trends and market demands for industrial development in the area and the region to inform the assessment of the area's potential for growth. This analysis will be completed in time to be incorporated in the application for King County Countywide Industrial Center and help the city meet application requirements. BERK will provide an outline of the existing conditions report detailing the analytics to City staff for review and approval before proceeding with the analysis.

Analysis under this task will include the following:

- **Employment and business activity.** We will summarize historic trends in total employment and employment by industry for the SE-MIC to understand how the area has grown and changed, what type of businesses are currently located in the area, and how this compares to the citywide and regional industry mix. We will also identify which industries are well-established in the city, how they performed in recent years, and how they are expected to perform in the future.

- **Industrial and flex real estate market conditions.** BERK will identify industrial and flex (flexible properties that combines office and industrial space) real estate market trends in Redmond and several regional submarkets (e.g. Eastside, Seattle, Kent Valley, Northend), including building activity, net absorption, vacancy rates, lease rates, sale prices, and market outlook. This analysis will also consider other comparable and/or competing industrial parks and centers in the region.
- **Property characteristics and development capacity.** Our team will use city data, County Assessor parcel information, capital facilities planning and infrastructure data, and other relevant information to describe current zoning and land use, parcel sizes, ownership, determine development capacity, infrastructure capacity (including utilities, transportation and circulation), and identify environmental or other development limitations in the SE-MIC.

Data sources that will be used for analysis under this task include U.S. Census Longitudinal Employer-Household Dynamics (LEHD), Puget Sound Regional Council, ESRI Business Analyst, CoStar, County Assessor parcel data, and any available City of Redmond data and information (e.g. GIS Shapefile with study area boundary, business permit data, land use and zoning, any previous land capacity analysis, existing utilities etc.).

Deliverables:

- Existing conditions report outline
- Draft and final existing conditions report that includes a description of key market drivers

Task 4. Business Opportunities Analysis

BERK will conduct an analysis of up to six industries and clustering opportunities to assess their potential for locating or expanding in the SE-MIC. Selection of these industries will be informed by work conducted in Task 2 and Task 3 and through discussions with City staff. Industries may include the following: clean technology; space/satellite; higher education and research university; sports complexes; and light industrial space/makers manufacturing (e.g. coffee roaster, brewery/distillery/winery, small scale artisan manufacturing).

The business opportunities analysis will draw from Task 2 findings on industry and real estate market trends in the SE-MIC, the city and the region, relevant industry studies (such as the PSRC Commercial Space Sector Study), and other available public data sources (e.g. U.S. Census) as needed. We will identify for each selected industry challenges and opportunities related to factors that impact business location decisions such as availability of labor, land, and infrastructure; potential for cross-sector synergies; access to markets including proximity to supply and distribution hubs and proximity to customer base; Redmond's strategic assets and competitive advantage; and existing regulations, economic development initiatives, and financial incentives to support growth and expansion. Where relevant (for example, for sports complexes or higher education institutions), we will also look at market area demographics and competing facilities in the area.

Deliverables:

- List of up to six industries for analysis
- Draft business opportunities analysis findings (to be included as a chapter of the strategy guide)
- Data used in the analysis in native form (e.g. GIS shapefiles, Excel, CSV)

Task 5. Specific Site Analysis

BERK will identify up to five potential and shovel-ready sites for business development related to the industry opportunities studied in Task 4 through a spatial analysis that will focus on site specific opportunities and constraints, discussions with City staff and stakeholder input. We will develop a set of criteria for consideration which may include compatibility with existing zoning and allowed uses; site conditions and built space fit; infrastructure availability (transportation and circulation, water, sewer, stormwater); conflicts with other uses; and impact on environmentally sensitive areas.

Deliverables:

- List of potential and shovel-ready sites for analysis (up to five)
- Draft site analysis findings (to be included as a chapter of the strategy guide)

Task 6. Strategies to Achieve Industrial Growth Center Policy Objectives

With the insights and ideas gained through previous analysis and engagement, and in close collaboration with City staff, BERK will identify policies, programs, and other methods to attract the level and type of growth anticipated in the Comprehensive Plan. Each policy, program, or other method will have a description, a rationale for recommending it, and a qualitative assessment of benefits, trade-offs, and dependencies. We will also provide a qualitative assessment of implementation considerations, including needed partners, timeline, level of effort, relative cost, associated risks, expected outcomes, and potential barriers to implementation.

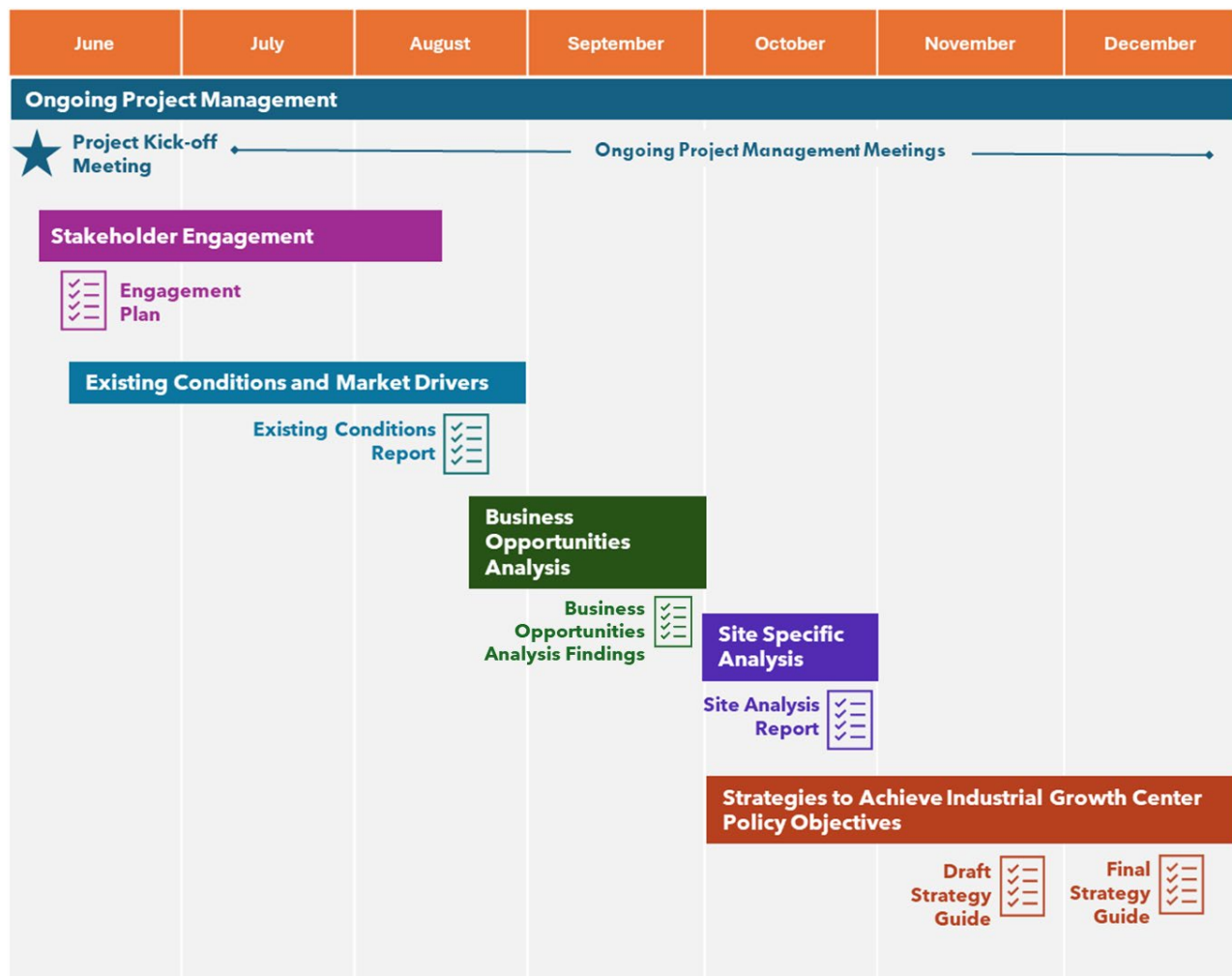
Deliverables:

- Draft and final strategy guide (including findings from Task 4 and Task 5)

City of Redmond Southeast Redmond Market Study

Preliminary Schedule

A preliminary schedule is provided below which assumes an early June project start date and includes proposed dates for providing draft and final deliverables.



City of Redmond Southeast Redmond Market Study

Budget and Hours

Based on the scope of work outlined, our proposed budget for this project is \$74,968, including a 10% contingency. The anticipated level of effort for this project by person and task is shown in the table below.

Time may be transferred from one task to another due to a greater or lesser level of effort, provided that each task shall be completed, and the total budget shall not be exceeded. Prior to the use of the contingency, there shall be an agreement in writing on the use of the contingency for scope or level of effort not included in Tasks 1 through 6.

	Madalina Calen Project Manager	Taskina Tareen Site Analyst + Engagement Lead	Casey Price Lead Analyst	Project Support	Total Hours and Estimated Cost by Task
2025 Hourly Rate	\$195	\$190	\$105	\$105	
Task 1: Project Kick-off and Management					
Subtotal	16	4	2	2	24 \$4,300
Task 2: Stakeholder Engagement					
Subtotal	21	16	0	46	83 \$11,913
Task 3: Existing Conditions and Market Drivers					
Subtotal	44	23	72	8	147 \$21,350
Task 4: Business Opportunities Analysis					
Subtotal	24	16	8	8	56 \$9,400
Task 5: Specific Site Analysis					
Subtotal	8	13	24	0	45 \$6,550
Task 6: Strategies to Achieve Industrial Growth Center Policy Objectives					
Subtotal	40	36	0	0	76 \$14,640
Subtotal Consultant Cost	\$68,153				
Contingency	\$6,815				
Estimated Project Total	\$74,968				