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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

Redmond Design Standards

Scope of Work

October 30, 2025

Work Tasks

Task 1 – Project Management & Administration

This task includes in-person kickoff meeting with all core team members (support staff could potentially participate remotely). At this meeting the team will:

- Confirm project goals
- Discuss and refine the project schedule
 - Set bi-weekly meeting days/times
 - ID intermediate deadlines
- Walk through each of the tasks and discussing components, objectives, and approach, notably:
 - Task 2 elements, including the audit and code testing
 - Task 4 - review graphic examples or templates from the consultant team to discuss what types of illustrations City staff prefer. This discussion can also include review of how staff will use the graphics and what software they have available for future editing.
- Review the consultant team's data/materials request, which will be sent ahead of the meeting
- A discussion (slides would be helpful too) of recent development examples that staff thinks are good (meeting community objectives), bad, or mixed, and how the code influenced those designs

On the same day City staff will lead a tour of recent development, potentially with a focus on Redmond's growth centers (allowing for transit by light rail and walking). This tour will be beneficial to seeing the physical successes and lessons learned from recent developments, influences of currently adopted codes and plans, and the challenges and opportunities this project will need to tackle.

Beyond the kickoff, regular bi-weekly team meetings will be facilitated by MAKERS with agendas and summaries of action items. These meetings will provide check-in points for accountability to help move tasks forward and address issues. Team members from Mithun will attend these meetings strategically (MAKERS will coordinate with Mithun regarding attendance needs prior to meetings).

MAKERS will also host a SharePoint site where the team can easily share documents.

MAKERS will provide project management services to process invoices, document deliverable revisions, schedule meetings, and other administrative tasks.

Deliverables:

- Meeting agendas
- Meeting notes (upon request)
- Monthly invoices with project summaries
- Periodic status updates and coordination with the City's project manager
- Documentation of revisions throughout the project lifecycle

Task 2 – Code Testing & Recommendations

The goal of this task is to conduct analysis and testing in an efficient manner to:

- Help identify optimal design standard approaches and metrics (which feed directly into the markups/revisions)
- Help communicate the rationale for design standards changes and metrics
- Help identify where current standards are difficult to implement or conflict with desired outcomes.
- Help evaluate the effectiveness of alternative design pathways (e.g. Small Building Alternative, Ornamentation, Towers, Mass timber) and determine whether adjustments are needed to make these pathways viable.
- Help assess how the design standards support or hinder public realm and pedestrian experience goals, including scale, articulation, and street level engagement,
- Help determine whether the design standards align with construction methods and goals such as upper story amenity space, building scale, corner treatments.
- Help clarify the impact of height options such as TOD height, corner cutouts, first floor height adjustments, among others.

Along with input at the kickoff meeting, MAKERS will audit the applicable code sections to help guide the direction for code testing and updates. Mithun will provide peer review support on the audit. The detail and extent of the audit will be commensurate with the available budget.

Mithun will conduct physical test fitting for four building typologies (Standard, Podium, Mass Timber, and Tower), first analyzing the existing code, then updating each with proposed code suggestions. The typologies will be tested on unique sites approved by the City, for a total of four initial test fits and four updated test fits (or a combination of test fits of a similar level of effort based on mutual agreement between City and consultant). It is assumed the City can supply zoning analysis to inform each test fit, covering all standards outside Chapter 58—for elements like setbacks and stepbacks, height, FAR, lot coverage, impervious surface coverage, access locations, parking ratios and dimensions, ground floor uses, common and private open space areas and dimensions, landscaping, as well as a selection of any incentive options that should be studied. Mithun will develop a template for City zoning standard input, but will rely on the City to fill in unique elements of the code that could affect the test fits. Program for each test fit will also be determined by City staff but is anticipated that each test fit will center on multi-family housing with commercial mixed uses at ground levels as zoning allows. Mithun and MAKERS will work with City staff to identify priority issues to evaluate as part of the test fits. Using 3D modeling software, Mithun will illustrate site plans (including pathways and open space, vehicular circulation and parking, service areas, and streetscape elements) and building massing (including building floor plate(s),

façade articulation, and other key building design elements) based on local development trends and conformance with zoning and design standards. The testing will help identify any design standards that are difficult to implement or may not support Redmond’s community design goals (including walkable and welcoming streetscapes, promoting placemaking, and the integration of high quality amenity spaces) and help to inform proposed updates. These results will be reviewed with the City in a work session, including suggestions for adjustments that may yield better results. Based on feedback gathered during the work session, Mithun will work with MAKERS to complete a second round of test fits based on suggested design standards updates.

During this stage, City staff are expected to analyze recent design review submittals to understand where local development is bumping up against current development and design standards to help inform input into MAKERS’ and Mithun’s analysis. Follow up analysis with these design review submittals can also be done after initial test fitting to analyze updated proposed standards.

As an outcome to the above audit, testing and analysis, MAKERS will lead the development of recommended Chapter 21.58 design standard updates in collaboration with Mithun and City staff. The biweekly meetings will be used to share progress and discuss issues, options, and approaches. MAKERS will employ the “clear and objective” frame to all code updates.

Deliverables:

- Preliminary Chapter 21.58 audit (prior to test fitting)
- Code analysis and Round 1 testing report
- Code recommendations based on testing results
- Annotated code sections with markups showing suggested revisions
- Round 2 testing report
- Presentation of results to City staff

Task 3 Code Updates

Based on the code testing, best practices, and team discussions, MAKERS will lead an outline of updates to selected sections of chapters 21.58 and 21.05 RZC:

Sections to be comprehensively reviewed and updated:

- 21.58.6000 Multifamily Residential Standards
- 21.58.7000 Single Family and Middle Housing Standards

Sections with targeted updates:

- 21.58.2100 Inclusive Neighborhood Standards
- 21.05.200 Cultural Districts and Placemaking
- 21.05.3700 Materials and Ornamentation section 2. Cultural District Contributing Features

The consultant team will focus on updating the code to implement three foundational design standards aimed at fostering inclusive neighborhoods and cultural districts.

Additional updates: During the Code testing phase or code drafting phase, related or adjacent sections may require updates to ensure consistency and clarity. Any amendments would be limited to:

- Clarifying language to ensure standards are clear and objective under the RCW 36.70A.630.
- Revisions resulting directly from the code testing phase.
- Amendments to implement Redmond 2050 priorities.

Special effort and focus will be made for approach options on the “inclusive neighborhoods” and “cultural districts” sections (to be led by Mithun) in alignment with Redmond 2050 priorities.

MAKERS will present the outline and key recommendations to City staff. Using the approved outline, the team will collaborate in drafting the code updates. The biweekly meetings will be used to share progress and discuss issues, options, and approaches. MAKERS will employ the “clear and objective” frame to all code updates.

Deliverables:

- Annotated code sections with markups showing suggested revisions
- Staff report support with rationale for proposed changes (based on test fitting)
- Amendments to implement Redmond 2050 priorities

Task 4 – Illustrations

Mithun will take the lead in preparing illustrations. Mithun (with MAKERS’ support) will prepare a range of graphics approaches for consideration, drawing from existing graphics libraries, for, recent existing graphics from the City, and other precedents. These examples will be the basis for a team work session with the City to determine goals, style preferences, and software needs for the illustrations. Using input from this meeting, Mithun will design a “graphic style template” for approval by the City before beginning draft illustrations using the approved template.

Using the City provided preliminary list of illustrations as a starting point, Mithun will develop a refined list of graphics to produce that incorporates the standards update process and City staff direction. Up to 80 illustrations is a rough estimate, with the final number and level of detail to be determined based on the direction of code development and budget availability. Where appropriate, updated photographs showing contemporary buildings, open spaces, streetscapes, etc. may be proposed for educational pieces when they clearly convey concepts.

Draft versions of graphics will be provided to support staff-led community engagement, followed by final materials that will incorporate public and City staff feedback.

Deliverables:

- Graphic style template
- Draft graphics (up to 80 illustrations or comparable level of effort as described above) to support community engagement.
- Final graphics that incorporate feedback gathered during the engagement process with source files in editable formats

Task 5 – Research

Consultant team members will support staff in researching code language for alternative design pathways for living or regenerative buildings and universal design buildings to help implement updated comprehensive plan policies. Consultants also conduct the comparative analysis of similar design pathways adopted by other jurisdictions and make recommendations to fit Redmond’s situation.

Deliverables:

- Summary report with case studies and best practices

Task Assumptions

- Except for the kick-off meeting, all meetings referenced in this scope of work are expected to be conducted remotely. Such travel expenses from the kick-off meeting will be absorbed into consultant team member’s fee.
- City staff will lead community engagement activities for the project and will keep the consultant team informed about such engagement plans. Consultant team materials will be used by the City in engagement activities. City Staff will provide stakeholder feedback from community engagement activities.
- City staff will integrate legislative and other in-house code revisions to both text and illustrations.
- City staff’s project manager will provide the following support to the consultant team:
 - Attend the planned bi-weekly team meetings, inviting other project team members as needed
 - Provide materials from the City’s legal audit of current design standards per HB-1293 legislation
 - Review draft materials and respond to questions
 - Respond to project material requests
 - Provide stakeholder and project review feedback

Budget

	Name	MAKERS		Mithun				Est. Cost by Task
		Bob Bengford	Scott Bonjukian	Erin Ishizaki	Heidi Olen	Brad Barnett	Koushik Srinath	
		Partner-in-Charge	Project Manager	Partner	Partner	Associate Principal	Urban Designer	
		Hourly Billing Rate	\$245	\$175	\$179	\$179	\$157	
1. Project Management and Administration		27	37	1	0	5	18	\$16,214
2. Code Testing & Recommendations		81	124	6	10	74	10	\$57,227
3. Targeted Code Updates		12	20	4	4	21	0	\$11,169
4. Illustrations		8	8	12	0	79	234	\$45,991
5. Research		6	12	1	0	4	0	\$4,377
Subtotal		\$68,005	335	\$66,973	483			\$134,978
Firm Share		50%		50%				
Expenses								
	Contingency (10%)							\$15,000
Total Project Cost								\$149,978

With the prior written approval of the City’s project manager, budget may be reallocated among tasks to achieve the objectives of the contract without requiring a formal contract amendment.

Schedule

The project is anticipated to run through the end of 2026. Below is an estimated timeline for the five tasks. Tasks 2-5 may start earlier and/or end later than shown.

