

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTING SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and MAKERS architecture and urban design, LLP, a Washington corporation ("Contractor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of assisting the City's Department of Community Planning & Development in leading and coordinating the formation of a Downtown Strategy; and

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Contractor shall provide the services specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than December 31, 2016 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

A. Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed Two-Hundred and Fifty Thousand and No/100 Dollars (\$250,000) calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B";

B. Method of Payment. Payment by the City for the Services will only be made

after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, which invoice shall specifically describe the Services performed, the name of Contractor's personnel performing such Services, the hourly labor charge rate for such personnel, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice.

D. Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Assurances.

The Contractor affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor is an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

8. Equal Opportunity Employer.

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status,

sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit C. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit D.

9. Confidentiality.

Contractor agrees not to disclose any information and/or documentation obtained by Contractor in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Contractor will be grounds for immediate termination.

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. 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 resulting from the negligent acts, errors or omissions of the Contractor in 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, including the duty and cost to defend, 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 purposes 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.

B. Insurance. The Contractor 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 Contractor, its agents, representatives, or employees.

C. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on 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 written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Contractor's profession.

E. Minimum Amounts of Insurance. Contractor 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.

F. Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Contractor 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 Contractor before commencement of the work.

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Contractor to correct the breach, immediately terminate the contract 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 Contractor from the City.

11. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Contractor in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Contractor at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Contractor.

12. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the

vendor. If the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Contractor under the terms of this Contract in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Contract.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

13. Books and Records.

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a "public

record" pursuant to RCW 42.56.010 are subject to disclosure under Washington's Public Records Act.

14. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

15. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

3. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any,

attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____
Steve Hall, Olympia City Manager
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature: _____

APPROVED AS TO FORM:

Darre Nienaber DCA
City Attorney

I certify that I am authorized to execute this contract on behalf of the Contractor.

MAKERS architecture and urban design. LLP:

By: *[Signature]*
(Signature)

John H. Owen Jr
(Name of Person Signing)

Partner
(Title of Person Signing)

1904 3rd Ave #725

Seattle WA 98101
(Address)

(Phone)
Date of Signature: *9.24.2015*

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Exhibit "A"

OLYMPIA DOWNTOWN STRATEGY

SCOPE OF WORK

The public process to form the strategy will be guided by the public participation goals adopted by the Olympia City Council in May 2015.

STEP I: STARTUP RESEARCH AND INITIAL OUTREACH

Completed by end of November 2015

IA. Startup

1. Meet with staff team to initiate project at a consultant team-Staff kick-off meeting. Identify communication protocols, schedule, tasks, and project management procedures.
2. Meet with Stakeholder Committee (SC) to discuss project and take initial input. Compile SC comments.

I.B. Research

1. Obtain base information from City and create base map showing physical, demographic and economic information.
2. Conduct market survey to characterize the real estate market and identify and project the types of development opportunities in Downtown Olympia. Also identify conditions, constraints and opportunities in retail sales, as well as other industries/employment that may fit downtown (i.e., light industrial, tech, health.)
3. Review Comprehensive Plan (Comp. Plan) and other plans and materials provided by the City.
4. Conduct additional field work to fill in gaps in existing information. (Most field work information will likely be related to urban design, historic character and street conditions.)
5. At general level, review the City's current parking inventory & land use data to determine the current status of parking in up to 8 preliminary sub-districts. (i.e.: the number of parking stalls existing relative to the number of stalls that would be required per industry standards – such as 4 stalls/1,000 gsf of general retail.) Provide a brief, general, non-quantitative, narrative evaluation of parking conditions.

I.C. Initial Outreach

1. Based on input from City staff (Staff) create a list of participating groups and organizations with names of representatives that should be contacted. Make initial outreach to them (May be a brief meeting or phone call).
2. With Staff, attend up to 3 meetings with participating groups. The meetings may be special sessions with group leaders or brief portions of the groups' regular

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Exhibit “A”

meetings. (Organizations may include Port, Planning Commission, PBIA, ODA, etc.)

3. Prepare outreach materials for distribution by Staff. Prepare web based outreach materials, including a survey, for Staff to post on the City’s website. Prepare graphic materials for the first public workshop.
4. Prepare for and conduct Public Workshop #1 (WS#1). Activities in WS#1 may include: Presentation of background information and preliminary market analysis, review and brief discussion of Comp Plan Downtown Policies and Objectives, identification of challenges ideas and opportunities, mapping exercise (perhaps identifying the characteristics and concerns of different downtown districts) and identification of potential landmark views to protect from specific public observation points within downtown. Identify criteria for viewshed protection and use photos taken by participants to help identify key viewpoints. .
5. Compile results of WS#1 and other initial outreach activities and summarize Step I work in a brief background report.
6. Brief City Council and take direction regarding next steps.

Step 1 Product:

- *A brief narrative summary and set of base maps summarizing background information from Staff and field work.*
- *Results of initial outreach and WS#1.*
- *Preliminary market analysis (including an integrated look at downtown’s real estate, job, housing and retail opportunities.) The analysis will describe how the different sectors interact and influence the Downtown’s overall economic vitality.*
- *Refined (more specific) project objectives based on initial input, including potential sub-district concepts*
- *Materials for WS#1 (developed with City staff)*
- *Brief summary of the above products for public information.*

STEP II: ALTERNATIVES AND ANALYSIS**Completed by end of February, 2015****II.A. Alternative Development**

1. Meet with SC to outline broad conceptual alternatives that explore different options in land use type and intensity, circulation, street design, housing strategies, urban design and business development activities. Consider the use emphasis and urban form characteristics of the different Downtown sub-districts. Address the need for industrial sites within or near the downtown. Compile notes for SC member and team use.
2. Refine and illustrate the implications of different land use and urban form (e.g.: height, bulk and setback) alternatives.

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Exhibit "A"

3. With Staff, discuss transportation and street configuration options and refine and illustrate refined street network alternatives, including non-motorized transportation and transit systems. The consultant will bring ideas and examples of a wide variety of street design options to this discussion in order to explore new ideas for downtown streets. Identify a set of street types (or concepts) that may be applicable to specific streets in the Downtown. Provide photo or sketch illustrations of the types of street configurations reflected in proposed street types to help participants visualize the alternatives. Identify concepts for other street functions and elements such as lighting, landscaping and managing stormwater. Review with appropriate groups (e.g.; bicycle advocacy, IT, etc.).
4. Discuss 2016 scope of work for the 2016 parking study. Review the City's draft scope of work and suggest refinements.
5. Meet with representatives of housing and social program providers to discuss measures to address those objectives. From that input, formulate alternative proposals to better address housing and social support programs. Meet a second time with representatives to review and refine proposals and structure into alternatives for evaluation. If some of these issues extend beyond the downtown, identify what can be done locally and note those actions necessary at the city or regional level.
6. Meet with historic preservation and urban design Staff to frame alternative measures to address these objectives. Alternative measures might include conceptual approaches to design guidelines and historic preservation efforts, public realm improvements, schematic designs for key elements, etc.)
7. Meet with SC to review the results of tasks 2-6 and take input. Integrate SC and Staff comments into the alternatives and prepare a summary of the alternatives for public information.

II.B. Analysis and Evaluation

1. Evaluate the capacity, pros and cons of the different land use alternatives. Identify with other modifications would reduce adverse implications. Illustrate the proposals with 3-D graphics.
2. Conduct a viewshed analysis of up to 10 prioritized options identified through the public process. Using 3D graphics, illustrate how views can be protected with different land use and urban form alternatives. Analyze the impacts of protecting these views to economic, housing and other goals.
3. Conduct a feasibility/sensitivity study of up to three different redevelopment sites with applicable building types to identify the economic factors that affect development feasibility in Downtown. Review other information regarding recent project proposals provided by the City and assess their implications regarding the feasibility of other forms of development. Integrate and summarize the information from the feasibility studies and the development proposals and describe the development planning implications of the findings. This analysis will help the team understand the effects of different zoning, urban form, parking and view protection measures on the likelihood of different development types.

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Exhibit "A"

4. Provide a high level comparative analysis of what parking issues might arise under different land use options, and the implications of addressing these needs through public vs. private parking, or a balance of both.
Provide consultation regarding parking needs per type of new development (e.g.: # stalls/DU or SF of specific land use). These figures should account for Downtown's multimodal goals.
5. At a very conceptual level consider the relative (comparative) cost and management measures necessary to implement the different public realm (street and public spaces), urban design and housing/social program alternatives.
6. Review with the SC if it fits into the SC schedule at this point.
7. Prepare for and conduct WS#2 to review alternatives and indicate preferences for different aspects of the proposed alternative measures. This WS would begin with a presentation of the alternatives and participants would break into groups to evaluate the proposed alternatives. Rather than necessarily picking an alternative, participants can indicate which aspects of which alternative they prefer and what might be done to make a particular alternative better. At the end of the session, each will present their results and the consultant team will summarize by sketching a preferred concept. (Although this may not be completely resolved, it can be a way of identifying a general consensus among the participants.)
8. Compile the results of this step into appendix materials suitable for the appendix of the final report.

Step II Products:

- *Description of alternatives for land use, urban form, circulation, high level parking strategies, streetscape, urban design, housing and social program measures with illustrations as appropriate.*
- *Feasibility analysis of three development sites identifying the characteristics and parameters that affect development economics.*
- *Viewshed analysis that illustrates how priority viewsheds can be protected through different urban form alternatives, and the impacts to economic, housing and other goals.*
- *High level comparative analysis of what parking issues might arise under different land use options.*
- *Materials for and results of WS#2, including brief summary to update public*

STEP III: CONCEPT AND STRATEGY DEVELOPMENT **Complete by end of May, 2015**

III.A Develop and Refine Concept

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Exhibit "A"

1. Meet with the SC to review input from WS#2 and sketch a preferred concept. Illustrate the concept with simple graphics and narrative description of primary elements.
2. Brief the City Council regarding WS#2 and the planning concept. Take direction for refining the concept.
3. Refine and prepare illustrations for the land use and urban form concept. Draft recommendations for policies and the major components of regulatory measures. These recommendations will be the basis for zoning and land use provisions. Review with Staff.
4. Based on the review of street concepts developed in II.A.3, refine those concepts into a set of street types that can be applied to various streets in the Downtown. Prepare concept level streetscape plan for the downtown identifying opportunities for applying the identified street types. Apply the streetscape concepts to produce concept level (not engineering systems) schematic designs for the 5 priority streets which are scheduled for repaving. Illustrate the 5 street concepts with schematic sections. Review Capitol Way Plan and make recommendations related to that project. Make recommendations for next implementation steps. Review with transportation organizations (e.g.: Intercity Transit and bicycle groups) and with staff. Identify the relative effects of the street concepts on other planning elements, such as economic development, residential neighborhood livability, land use, etc and integrate the street recommendations into the rest of the strategy. *(Note: this task does not include traffic modeling, engineering or circulation analysis. The consultant will work with City staff and base recommendations on agreed upon assumptions regarding street function and engineering conditions.)*
5. Conduct a joint advisory board work session with board members and group representatives interested in street design such as arts groups, urban forestry advocates, etc. to detail a streetscape/public realm concept. Staff will organize the participants and arrange for the venue and the consultant team will conduct the session and process the results. Integrate the results of this task with III.A.4, above.
6. Meet with Staff, Design Review Board, Olympia Heritage Commission members, and interested parties regarding historic preservation and design guidelines to discuss priorities for these elements. Develop recommendations to upgrade the design review process and historic preservation activities. Review with Staff.
7. Conduct a development and business forum sponsored by the City or Economic Development Council (EDC) to discuss real estate, economic and business development strategies. The City or EDC will address the logistics, outreach, and speaker arrangements and the consultant team will conduct the session. Topics to be discussed include measures that could be taken to improve business and real estate development climate. From this input and further research, develop an economic and business development strategy.

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Exhibit "A"

8. Meet again with representatives of housing and social program providers to discuss how to implement the measures identified above. Based on that input, formulate an implementable strategy for improving housing and social services in the downtown. Identify resources and organizational collaboration necessary to carry out the recommended measures.
9. Review the planning concept and provide preliminary recommendations for parking strategies for each of the identified sub-districts to be tested in the 2016 parking study.

III.B. Produce Public Information and Conduct Workshop #3

1. As directed by Staff, illustrate the specific actions with plan based illustrations and up to 4-3D renderings to illustrate key strategy elements. Other computer based diagrams and illustrations will be provided.
2. Review with SC at a time when the above elements are partially developed but there is still the opportunity to accommodate input.
3. Prepare materials for public information. These might be in the form of a web-based newsletter to let the public know what is happening, preliminary recommendations, and opportunities to participate in the smaller work sessions.
4. Present the results of Step III at public WS#3 to review proposals and voice priorities.

Step III Products:

- *Land use and urban form recommendations, including illustrations*
- *Conceptual framework for design guidelines and historic preservation activities*
- *A comprehensive downtown street improvement strategy describing street concepts appropriate for specific streets and districts and identifying where the street types may be appropriate.*
- *Schematic design recommendations applying the street types to the 5 streets scheduled for repaving.*
- *A discussion of how the priority street and public realm improvements will relate to and support other project elements and goals.*
- *An urban design strategy incorporating the bulleted items above.*
- *3-D illustrations of concept designs for priority street and public realm improvements and/or redevelopment concepts.*
- *Preliminary recommendations for parking strategies.*
- *An economic and business development strategy with retail improvement recommendations and urban design measures to improve retail climate.*
- *Recommendations for improving housing conditions and social services*
- *A brief document or materials summarizing the recommended elements*

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Exhibit "A"

- *A presentation of Step III work products and preparations for WS#3*
- *A brief summary of WS#3 results.*

STEP IV: IMPLEMENTATION TOOLS

Complete by end of JULY, 2015 – Much of the work will be done concurrently with Step III

IV.A. Regulatory and Capital Improvement Tools

1. Draft recommendations for zoning and view protection provisions, including suggestions for to use, height, bulk and setback provisions to protect identified public views. Review with Staff.
2. Draft recommendations for design guidelines and prepare graphics to illustrate issues identified by Staff and the Design Review Board. Review with Staff and Design Review Board.
3. With Staff discuss SEPA exemption levels for minor construction projects, methods to address historic and cultural resources, and SEPA infill exemption.
4. Meet with staff to discuss street and other recommended capital improvements relative to the CIP program. Recommend projects for CIP update.
5. Conduct a second development and business forum sponsored by the City or EDC to review planning proposals and comment on real estate, economic, and business development incentives and other tools to encourage the desired type of business and real estate development. From this and other input prepare a prioritized list of business and real estate development incentives to encourage desired growth.

IV.B. Implementation Strategy

1. Compile recommendations and elements from Steps III and IV into an implementation strategy (Not the final Downtown Strategy which will be more descriptive). Outline the time frames, participants and resources needed for the actions. Include a narrative describing how the various elements fit together and the rationale behind the phasing.
2. Meet with the SC to review.
3. Brief the City Council.

Step IV Products:

- *Recommendations for Zoning Code amendments and view protection standards*
- *Recommendations for refinements to current Design Guidelines, along with graphics to illustrate the intent and effect of the guidelines.*
- *Recommendations for CIP update*
- *Recommendations for business and real estate development incentives*

2015-09-24

Exhibit "A"

- *A time phased implementation strategy integrating the recommended elements from Steps III and IV*

STEP V: DOWNTOWN STRATEGY AND PRESENTATIONS

V.A. Draft and final report

1. Discuss with Staff organizations and contents of final Downtown Strategy report (Report). Outline and draft Report. (See contents below.)
2. Review draft with SC and Staff
3. Make revisions and submit to SC and Staff.

V.B. Presentations

1. Present draft to public at WS#4. Identify those elements in question.
2. Review results of WS#4 with SC and Staff and prepare final draft.
3. Present to Planning Commission and Council.

Step V Products:

- *Preliminary and final draft of Downtown Strategy Report. Possible contents include*
 - *Executive summary*
 - *Introduction – Background, purpose, brief summary of process*
 - *Context – very brief overview of existing conditions*
 - *Objectives (from Comp Plan and as detailed in Step I)*
 - *Concept – the basic land use, public realm, economic development, housing, parking design character, etc. ideas in the plan. Illustrated graphically.*
 - *Strategy elements: a description of the challenges opportunities and recommendations of the elements described in III.A.3-9.*
 - *Implementation strategy as described in Step IV.B.*
 - *Illustrated outcomes. Illustrations and narrative describing the intended benefits of the strategy.*
 - *Appendices including:*
 - *Documentation of the process*
 - *Zoning recommendations*
 - *Design Guidelines*
 - *Market research report and feasibility analysis*
 - *CIP recommendations*
 - *SEPA recommendations*

Exhibit "B"

**Downtown Strategy Contract for Consulting Services
CONSULTANT TEAM HOURLY BILLING RATES**

MAKERS Partner:	\$180./Hr
Rachel Milller, MAKERS:	\$110./Hr
Sean McCormick, MAKERS:	\$90./Hr
Gregory Easton, Property Counselors:	\$200./Hr
Kendra Dahlen, Athena Group:	\$190./Hr
Deborah Munkberg, 3 Square Blocks:	\$155./Hr
Marcia Wagoner, 3 Square Blocks:	\$155./Hr
Tom von Schrader, SvR Partner:	\$225./Hr
Calder Gillen, SvR Staff:	\$135./Hr
Richard Harrison, DKS:	\$180./Hr
Peter Steinbrueck, Steinbrueck Urban Strategies:	\$200./Hr

Travel (Mileage): \$70./trip from Seattle to Olympia
Estimate (with carpooling): 34 trips x \$70. = \$2,380.

Exhibit "C"
STATEMENT OF COMPLIANCE WITH
NON-DISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the *City's Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

John Owen affirms compliance with the City of Olympia's non-discrimination ordinance and contract provision by two or more of the following actions:

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

Failure to implement the measures specified above constitutes a breach of contract


9.24.2015

 (Signature) (Partner) (Date)

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.	
_____	_____
(Sole Proprietor Signature)	(Date)

Exhibit D
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors on City contracts estimated to cost \$50,000 or more are required to comply with Olympia's Equal Benefits Ordinance, and must complete both pages of this Equal Benefits Compliance Declaration. **Please note:** No City contract can be executed until the contractor has completed this Declaration and submitted it to the City.

SECTION 1: Contractor Information

Name of Contractor: Makers Architecture and Urban Design LLP Contact Person: John Owen
 Phone Number: 206-652-5080 Fax: 206-652-5079 Email: makers@makersarch.com
 Approximate Number of Employees in the U.S.: 17 Project #: _____

SECTION 2: Compliance with Equal Benefits Ordinance

1. Does the contractor have any employees? YES NO

If the answer to Question 1 is "NO", the contractor qualifies for Option C on Page 2 of this Declaration.

If the answer to Question 1 is "YES", continue to Question 2.

2. a. Does the contractor provide, or offer access to, health insurance benefits to employees, or to the spouses of employees?*

YES NO

b. Does the contractor provide, or offer access to, health insurance benefits to employees, or to the domestic partners of employees?*

YES NO

* (Please Note: for 2(a) and (b), the answer must be "YES" even if the employees must pay for some or all of the cost of spousal or domestic partner benefits.)

If the answers to both Questions 2(a) and 2(b) are "NO", the contractor qualifies for Option B on Page 2 of this Declaration.

If the answer to either Question 2(a) or 2(b) is "YES", continue to Question 3.

3. **BENEFITS PROVIDED**

If the contractor provides employee health insurance benefits, please indicate so on the list below. If the contractor provides equal benefits, for each "Yes" marked in one column, there should be a corresponding "Yes" marked in the other column.

EMPLOYEE BENEFIT	FOR SPOUSES		FOR DOMESTIC PARTNERS	
Health Care	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Dental Care	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Vision Care	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

If the answers to Question 3 indicate that the contractor provides equal benefits, the contractor will be in compliance with the Equal Benefits Ordinance and qualifies for Option A on Page 2 of this Declaration.

If the answers to Questions 3 for any listed benefits are "YES" in the spouse column and "NO" in the domestic partner column, continue to Question 4.

4. Does the Contractor provide a cash equivalent of insurance benefits to the domestic partners of employees?
 YES NO

If the answer to Question 4 is "YES," the Contractor qualifies under Option D on Page 2 of this Declaration.

If in response to Question 3 for any listed benefit both a "YES" and a "NO" answer have been given, and in response to Question 4 the contractor DOES NOT provide a cash equivalent, the contractor is not in compliance with the Equal Benefits Ordinance.

THE CITY OF OLYMPIA

CITY CONTRACTS – NON-DISCRIMINATION IN BENEFITS (Equal Benefits Ordinance)

Please Note: No City contract can be executed until the contractor has completed both pages of this Declaration and submitted it to the City.

EQUAL BENEFITS COMPLIANCE DECLARATION

I, John Owen (Name)

on behalf of Makers Architecture and Urban Design LLP (Contractor Name)

declare that said Contractor complies with the Equal Benefits Ordinance by:

(Choose ONE of the following)

Option A (circled)

Offering equal benefits, as defined by the Equal Benefits Ordinance, to employees with spouses and employees with domestic partners.

Option B

Offering benefits neither to the spouses nor to the domestic partners of employees.

Option C

Having no employees.

Option D

Offering a cash equivalent.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 23 day of September, 2015, at Seattle (City)

WA (State) [Signature] Signature Partner Title

[Signature] John Owen Name (please print) 88-0108383 Contractor Tax Identification Number