

CR# \_\_\_\_\_ Date: \_\_\_\_\_ PO # & Loc: 2250191.000

City of Bellevue  
Finance Department - Procurement Services  
450 110th Ave. NE. Bellevue, WA 98004

## Contract Routing Form

### Current Contract Information:

Contract Title: CAI - 2022 Retail Study  
 Contract Description: A contract with Community Attributes to execute the 2022 Retail Study.  
 Total Contract Value: \$112,000.00  
 This Amendment Value:  
 Department: Economic Development - 652  
 Contract Manager: Edward Butterfield  
 Contract Type: Professional Service  
 Contract Form: Standard COB document with no changes  
 Budget Expenditure: Expenditure Contract - Sufficient Funds PSP / 96129

Grant Funded? If yes,  
please attach/e-mail copy of  
grant.

No

Maximo User: No

### Vendor Information:

New Vendor? No COB License #: 173521  
 Vendor Name: Community Attributes UBI #: 602509182  
 JDE Vendor Number: 89163 Contractor's Lic. #:  
 Independent Contractor? Yes

### Contract Term:

Original Effective Date: 11/15/2022 End Date: 05/01/2023 Estimated  
 Subject To: No Renewal

### Council Approval:

Does this contract require council approval? Yes

Council Award Date: 11/14/2022

Council Action: Motion to Award

Legislative #:

Route:	Approvers Name or Designee	Signature	Date Signed
Vendor Contact Name:	<u>Chris Mefford</u>		
Procurement Services:	<u>Kelli Hoel</u>		
Information Technology:	<u>Not Required</u>		
Legal Reviewer:	<u>Brian Wendt</u>	<small>DocuSigned by: Brian Wendt 3A130CE87BE748E</small>	<u>11/8/2022</u>
Insurance Reviewed By:	<u>Pete Bourgeault</u>	<small>DocuSigned by: Pete Bourgeault 2F158A581AEE4D4</small>	<u>11/8/2022</u>
Department Director:	<u>Jesse Canedo</u>		
Return To:	<u>Edward Butterfield</u>		

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**Related Contract Information:**

Amendment/change order/renewal? No

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**Selection Method:**

Selection Method: Advertised RFP/RFQ

Roster Service:

Solicitation Issue Date: 07/12/2022

Solicitation Due Date: 08/19/2022

Length Bid/Proposal is valid for: 90 days

Bid/RFP/RFQ #: 22047

Bid/RFP/RFQ/ITQ Title: Retail Study

Quote #	Vendor Name	MWDBE	Fee/Cost
1	Place Dynamics	<input type="checkbox"/>	
2	Buxton	<input type="checkbox"/>	
3	EcoNW	<input type="checkbox"/>	
4	Community Attributes	<input type="checkbox"/>	112,000

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**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	Retail Study	11/01/2022	413680001.541100.5880	\$112,000.00	No	\$112,000.00

**Additional Comments:**

Email address for Chris Mefford: chris@communityattributes.com

CR: \_\_\_\_\_ Date: \_\_\_\_\_ PO# & Loc: 2250191.000

City of Bellevue  
450 110th Ave. NE  
Bellevue, WA 98004

## Professional Services Contract

### City of Bellevue Contract Identification Information:

Contract Title: **CAI - 2022 Retail Study**

This Contract is entered into between the **City of Bellevue, Washington ("CITY")** and **Community Attributes - 500 UNION ST STE 200 SEATTLE, WA 98101-4079 ("CONSULTANT")**.

### 1. SERVICES BY CONSULTANT

- A. Performance of Services. The Consultant shall perform the services described in the Scope of Services, which is attached hereto as Attachment "A" and by this reference is incorporated herein. All Services will be rendered with the degree of skill and care exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same or similar locale and in compliance with all standards, policies, and rules reasonably established by the City.
- B. Modification. The City periodically may make changes to the Services that are within the general scope of the Contract, by giving the Consultant written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Consultant as described in Attachment "A", the Consultants compensation hereunder shall be modified accordingly.

### 2. PAYMENT

- A. The City will be paying the Consultant for such services:
  - ☐ Hourly Rate: \_\_\_\_\_ per hour, but not to exceed \_\_\_\_\_ plus all applicable taxes.
  - ☒ Fixed Sum: A total amount of: \$112,000.00 plus all applicable taxes.
  - ☐ Other: \_\_\_\_\_  
plus all applicable taxes, for all services performed and expenses incurred under this Contract.
- B. The Consultant shall maintain time and expense records, report them to the City monthly and shall submit invoices to the City monthly for payment of work performed to the date of the invoice. Invoices shall be in a format acceptable to the City.
- C. The City shall pay all invoices from the Consultant by mailing a City warrant within 30 days of receipt of a properly completed invoice after approval of the Consultant's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.
- E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the work to comply with the Contract requirements and the City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

### 3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Contract because of race, color, creed, religion, gender, age, national origin, pregnancy, genetic information, marital status, sexual orientation (including gender identity), or the presence of any sensory, physical, or mental disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational

disqualification. Without limiting the foregoing, Consultant agrees to comply with the provisions of Attachment "C", attached hereto and incorporated herein by this reference.

- B. The Consultant shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Contract, including where applicable Bellevue City Code 4.28.170.
- C. Violation of this Section 3 shall be a material breach of this Contract and grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

#### **4. TERM AND TERMINATION OF CONTRACT**

- A. Term. This Contract shall remain in effect until completion of the services described in Attachment "A" and final payment therefor unless terminated earlier in accordance with Section 4.B. of this Contract.
- B. Rights Upon Termination. This Contract may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Contract shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.
- C. Non-Interference with Business. During the course of the Consultant's performance of the Services for the City and for period of twelve (12) months after the completion of such Services, the Consultant will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent Consultant to sever that person's relationship with the City.

#### **5. OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda and other documents developed under this Contract whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Consultant for purposes other than those intended in this Contract, it does so at its sole risk and it agrees to hold the Consultant harmless therefor.

#### **6. GENERAL ADMINISTRATION AND MANAGEMENT**

The director of the Economic Development Department, or his/her designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

#### **7. INDEMNIFICATION AND HOLD HARMLESS**

- A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in connection with the performance of this Agreement, including but not limited to the acts or omissions of the Consultant, its contractors, subcontractors, and/or the users of the Consultant's services and/or products, except for injuries and damages caused by the sole negligence of the City. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the City obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the Consultant.
- B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, directly caused by the sole negligence of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the Consultant obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. 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 Consultant and the City, or each party's respective officers, officials, employees, and

agents, the indemnifying party's liability hereunder shall be only to the extent of the indemnifying party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' 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.

- D. The Consultant will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent Consultants, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fee's incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Consultant's breach of any obligations, representations, or warranties under the Contract, (b) the Consultant's outside business activities, or (c) the infringement or misappropriation by the Consultant of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

## **8. INSURANCE; RISK OF LOSS**

The Consultant shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in Attachment "B". The Consultant will cause the indemnified parties, as described in Section 7A and 7D, above, to be named as additional insureds on the policy required under the Contract and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Consultant will provide the City with certificates of insurance and other supporting materials as the City reasonably may request to evidence Consultant's continuing compliance with this Section 8. The Consultant will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in the Consultant possession or control that is caused by the Consultant. In the event of any such loss or damage, the Consultant will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage. Insurance shall be placed with Insurers with an AM Best rating of A-minus or higher.

## **9. INDEPENDENT CONTRACTOR**

- A. **Nature of Relationship.** The Consultant shall be and act as an independent contractor (and not as the employee, agent, or representative of the City) in the performance of the Services for the City. The Contract shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Consultant will not represent himself/herself as an employee of the City. The Consultant shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as the Consultant is able to adequately perform all of the Consultant's obligations under the Contract in a skilled and workmanlike manner, the Consultant shall not be required to devote the Consultant's full time to the performance of the Services called for under the Contract, and it is acknowledged that the Consultant has other clients and/or offers services to the general public. Since the Consultant will not be an employee of the City, the Consultant will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Consultant permit or cause any of the Consultant's employees, agents or subcontractors to perform any services under the Contract in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Consultant acknowledges that as an independent contractor, he/she/it and/or his/her/its agents, servants or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.
- B. **Consultant Responsible for Taxes and Records.** The Consultant will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to the Consultant's performance of the Services and receipt of fees under the Contract. The Consultant will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Contract. No part of the Consultant's compensation will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee,

subcontractors, supplier, or other person working for or engaged by the Consultant to perform the Consultant's obligations under the Contract. The City will regularly report amounts paid to the Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law.

#### **10. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Contract.

#### **11. GENERAL PROVISIONS**

- A. **Governing Law; Forum.** The Contract will be governed by the laws of Washington and its choice of law rules. The Consultant irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Contract, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Contract other than in the aforementioned courts.
- B. **Severability.** If any provision of the Contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and the Consultant agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by the City to enforce strict performance of any provision of the Contract will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Contract.
- D. **No Assignment.** Neither the Contract nor any of the rights or obligations of the Consultant arising under the Contract may be assigned, without the City's prior written consent. Subject to the foregoing, the Contract will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. **City Marks.** The Consultant will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- F. **Notices.** All notices and other communications under the Contract must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this Contract.
- G. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Contract, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- H. **Counterparts.** The Contract may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

#### **12. EXTENT OF CONTRACT/MODIFICATION**

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto with respect to the scope of work described herein and supersedes all prior negotiations, representations, or Contracts, either written or oral with respect to such scope of work. This Contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

#### **14. SECURITY/BACKGROUND CHECKS**

- A. If requested by the City, the Consultant shall do all things necessary for the City to fully conduct security and/or background investigations on the Consultant, its employees, sub consultants, and any other individuals performing work on behalf of Contractor under this Agreement at a time and frequency as the City determines to be appropriate. Such investigations may include, but not be limited to, a criminal background check and fingerprinting. Failure to promptly comply with the required backgrounding process, and/or having insufficient qualified staff who have passed the backgrounding process, may result in immediate termination of the Contract at the City's election. Such termination will not result in any costs, fees or liability to the City. In no case shall the Consultant, its employees, sub consultants, and any other individuals performing work on behalf of Consultant under this Agreement have access to facilities, records, or data files of the City, or vulnerable adults or children in City programs without prior written

approval from the City.

In witness whereof, the parties have executed this Contract and it shall be effective as of the last date written below.

**Consultant:**

Signature:

DocuSigned by:  
  
BD0E361FD8364DC...

Printed Name:

Chris Mefford

Title:

President & CEO

Date:

11/8/2022

UBI #

602509182

Phone #

319.621.2483

**City of Bellevue:**

Signature:

Jesse Canedo

Printed Name:


Assistant Director

Title:

Date:

Approved as to form

By:

DocuSigned by:  
  
3A130CE67BE746E...  
Assistant City Attorney

## Attachment "A"

### Scope of Services & Compensation

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#### 1. The Services

##### 1.1 General Description:

###### WORK PLAN

###### Task 1. Ongoing Project Management

Project Kickoff. CAI will schedule and facilitate an internal kickoff meeting with City of Bellevue staff, to discuss the following:

- Facilitate introductions amongst the project team
- Review of project scope and schedule
- Identify desired project outcomes and staff priorities
- Establish project management protocols
- Coordination on engagement plan

Ongoing Project Management and Client Check-Ins. CAI will facilitate biweekly project meetings to ensure coordination between Bellevue staff and the CAI team. CAI welcomes additional calls on an ad hoc basis as needed by Bellevue staff.

Monthly Invoicing and Progress Reports. CAI will prepare and send monthly invoices and detailed progress reports to ensure that the project remains on track and on schedule. (Deliverable D1) Final month's payment is to be paid upon completion of the scope of work. CAI's project manager will remain accessible to the city's project manager as needed to ensure effective coordination and project execution.

###### Task 2. Analyze Local and Regional Retail Landscape

Collect data on the citywide inventory of retail uses in Bellevue, as well as a broader regional geography, to include retail square footage by location or district, tenant or business type, building size, market characteristics (such as lease and vacancy rates) and other criteria.

Gather additional demographic and economic data, as necessary, to inform a sophisticated understanding of Bellevue's retail landscape. This includes data on population trends, household income, consumer spending, sales tax receipts, consumer traffic flows, and other topics, as available.

Segment retail uses based on various criteria, using data collected. Summarize and profile Bellevue's retail districts by documenting the characteristics of each relative to each other and to a broader regional geography. Ensure that the segmentation and profile specifically identify auto sales and service as a unique retail type, and identify the differential presence of auto dealerships across each of Bellevue's retail districts and other retail clusters throughout the region.

Analyze multicultural retail service needs for diverse and international community members, visitors and employees including provision of culturally relevant services and experiences.

Assess Bellevue's commercial zoning districts to understand which districts allow for which types of retail uses, including auto sales and service as a permitted or conditionally permitted use. Tabulate land area available, based on Bellevue's most recent land capacity analysis, by zone, to accommodate various retail types, and identify retail types that may face land capacity constraints. Determine whether dimensional standards may challenge the physical needs of modern retailers across retail types including auto sales and services.

Using assumptions informed by City of Bellevue data, as well as industry standards and national best practices, produce an analysis of potentially supportable retail square footage in Bellevue, based on population forecasts and household income or consumer spending trends. In applicable districts, identify housing and population densities required to support successful and robust neighborhood retail.

###### Retail Market Trends

Use proprietary real estate data, such as from CoStar, along with a comparable properties analysis, to understand the market conditions in which Bellevue's retailers operate. This includes lease and vacancy rate trends, deliveries, absorption, and other data, as appropriate. Data may be summarized



using custom geographies in order to capture trends at the level of Bellevue's individual retail districts. Interview commercial real estate brokers, as well as developers and property owners of both mixed-use and single-use retail projects, to ground truth market data and to identify challenges and opportunities for the creation of various types of retail space or development of retail in specific geographic areas.

Identify market-based challenges that are unique to auto sales and service, such as rising land prices or capacity-driven redevelopment, that may adversely impact the ability of these retail uses to continue to thrive in Bellevue.

Identify market, regulatory, and other barriers to the retention, recruitment and growth of new small, independent and SWMBE retailers. In addition, identify how to attract diverse businesses outside of Bellevue and understand the challenges for expanding in the city.

#### Competitive Assessment

Identify up to 12 retail districts for study, including Bellevue's core districts—potentially including Downtown, Bel-Red, Factoria, Crossroads, Newport Hills, and Lake Hills—as well as districts that compete with Bellevue regionally and national peer markets.

Perform case studies to assess land use patterns, barriers to occupancy or targeted uses, development initiatives and available incentives, as well as any other programmatic offerings targeting retail uses. The case studies may include Main Street Flat's retail space or food trucks moving into permeant spaces in Portland.

Prepare a summary comparison of inventory and market data at the district level, for each of the districts selected, in order to create profiles or snapshots that allow for easy comparison of each.

Drawing on data collected in previous tasks and findings from the case studies, perform a SWOT analysis for each of the districts, assessing relative strengths, weaknesses, opportunities and threats across real estate, land use, demographics, and other factors.

Supply and Demand and Gap Analysis. Using taxable retail sales data from the Department of Revenue, consumer spending data from ESRI and elsewhere, and other sources as appropriate, produce a gap analysis that compares total and potential sales, and identifies retail types that are experiencing surplus or leakage.

Needs Assessment. Compile findings from all subtasks across Task 2 to inform a retail needs assessment for Bellevue. Document quantifiable retail gaps, as well as qualitative. (Deliverable D2)

#### Task 3. Engage

Draft Engagement Plan. At the outset of the project, CAI will work with Bellevue's project team, as well as any other city staff involved in public engagement more broadly, to identify both stakeholders and engagement methods to support this project. CAI will draft and deliver an equitable engagement plan to identifies engagement activities, dates, materials and other relevant information, for CAI, GRES, and the project team to execute against. (Deliverable D3)

Execute Engagement Plan. We anticipate some mix of interviews, focus groups, surveys, pop-ups, intercept activities, and other engagement methods, which will be specified in the engagement plan. CAI and GRES will perform the activities, with City support, as appropriate, outlined in the plan to ensure that local businesses, community-based organizations, commercial real estate professionals, and Bellevue residents are able to weigh in meaningfully on business needs and opportunities. (Deliverable D3)

#### Task 4. Strategize

In Task 4, CAI and GRES will work iteratively with City staff and stakeholders to identify, vet, and advance a suite of strategies and actions that respond to identified needs in Task 2. We intend for the strategic component of this project to address all managerial, programmatic, incentive-based and other potential interventions identified in the RFP, in addition to others that may be discovered over the course of the project. These include:

Regulatory updates and code changes, including future land use changes intended to align land need with availability and dimensional standards that ensure Bellevue's code allows for modern retail and automotive uses to flourish

Regulatory, code and programmatic recommendations to retain and develop new spaces for small and independent retailers as well as target sub-sectors such as beverage, nightlife, and other subsectors Programs focused on diversity, equity, and inclusion, including in entrepreneurship (e.g., creating equitable access to entrepreneurship and small business resources), outreach and engagement, and support for existing businesses. Identify how to attract diverse businesses outside of Bellevue and understand the challenges for expanding in the City.

Management frameworks, such as business improvement areas or districts, as well as best practices in public sector policy support for managing retail districts including organizational structures, legal frameworks, strategic plan templates, examples for building institutional infrastructure, and City roles

and responsibilities in district creation

Funding mechanisms, both for identified management frameworks and for other challenges identified by the project, such as infrastructure needs or small business financing

Other interventions that may be discovered over the course of the project

We will summarize these strategies and actions, along with an implementation matrix that provides information intended to streamline coordination and resource allocation, in a draft and final Retail Report, which will include appendices to summarize all project deliverables. CAI will present the final Retail Report to an audience of the Client's choosing. (Deliverables D4 and D5)

#### PRELIMINARY TIMELINE

CAI anticipates completion of this project within six months from notice-to-proceed. Generally, Tasks 1 (project management) and 3 (engagement) will last from project beginning through project completion, while Task 2 (analysis) will primarily occur earlier in the project, and Task 4 (strategy) will occur relatively later. Some preliminary milestones are identified below, and we welcome a conversation with the city about specific timing needs for interim deliverables or the project as a whole.

Project Kickoff: **November 2022**

Delivery of Draft Engagement Plan: **December 2022**

Delivery of Task 2 Findings (Needs Assessment): **February 2023**

Delivery of Task 4 Retail Report (Draft): **March 2023**

Delivery of Task 4 Retail Report (Final): **April 2023**

#### 1.2 Term of Contract:

Consultant will begin providing services on, or about 11/15/2022, or upon contract execution effective as of the last date written, whichever is later, however, Consultant shall not initiate, or otherwise begin work on any services covered by this Contract until notification to proceed is provided by the City's designated personnel, as identified below. This Contract shall remain in effect until completion of the services described in Attachment "A" and final payment therefor unless terminated earlier in accordance with Section 4.B. of this Contract.

#### 1.3 Renewal of Contract:

There is no renewal option on this contract

#### 1.4 Deliverable Items:

Deliverable items listed below shall include the elements outlined in each of the tasks above.

- D1. Monthly Invoices and Progress Reports
- D2. Draft and Final Retail Needs Assessment
- D3. Draft and Final Engagement Plan
- D4. Draft and Final Retail Report
- D5. Retail Report Summary Presentation

#### 1.5 Designated Personnel:

Consultant's main point of contact at the City will be Edward Butterfield, or such other personnel as the City may designate from time to time.

## 2. Compensation

#### 2.1 Amount & Basis:

Consultant will submit an invoice to City for Services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable to City and will describe (a) the Services performed; (b) the number of hours expended performing the Services; and (c) any reimbursable expenses. Consultant will furnish such itemized receipts, documents and other supporting materials as City reasonably may request to verify the contents of any invoice.

## **2.2 Additional Compensation Information:**

CAI will prepare and send monthly invoices and detailed progress reports to ensure that the project remains on track and on schedule. (Deliverable D1) Final month's payment is to be paid upon completion of the scope of work. CAI's project manager will remain accessible to the city's project manager as needed to ensure effective coordination and project execution.

## RFP PROPOSAL FORM

**RFP # 22047**

**Retail Study**

To: City of Bellevue

From: Community Attributes Inc. Company Name

500 Union Street, Suite 200 Company Address

Seattle, WA 98101 City, State, Zip Code

206.523.6683 Phone, Email & Fax Number

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### Submittal Requirements Checklist:

- ☒ Cover letter or statement of interest.
- ☒ Summary of proposed project approach. Outline the proposed project methodology and workplan. List specific tasks and any specific considerations, options, or alternatives.
- ☒ Preliminary timeline. Propose a timeline for project completion, including start date, milestones, and final delivery date, in line with City timeline. Please note any assumptions regarding turnaround time or review from City staff.
- ☒ Overview of organizational experience: Provide brief descriptions of similar economic and community development strategic planning projects conducted for other organizations, including techniques utilized and the project's outcomes.
- ☒ Overview of key personnel: Include a proposed project management structure, including key contacts and a description of their abilities, qualifications, and experience.
- ☒ Subcontractors: Identify any portion of the Scope of Work which will be subcontracted. Include firm qualifications, key personnel, and contact information.
- ☒ Key differentiators: Include a description of the firm's key differentiators, whether in project approach, techniques, staff experience and qualifications, etc.
- ☒ Three (3) references: Include three (3) references, with contact information. These references should be related to projects undertaken within the past five (5) years. The City of Bellevue reserves the right to choose when or if to contact references.
- ☒ Proposals should be no more than 20 pages in length in total (10 pages double sided), including resumes, project examples, references, and any attachments.
- ☒ A completed and signed RFP Proposal Form
- ☒ A completed and signed Cost Proposal Form
- ☒ A completed and signed Non-Collusion Certificate.
- ☒ A completed and signed Affidavit of Equal Opportunity & Title VI Compliance form.

### Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

The signature below represents review and acknowledgement of the City's Insurance Requirements as listed in Attachment "B". Our submittal includes the following verification (please check one):

- ☐ Evidence of Insurance Certificate verifying amounts of coverage.

- ☒ A written statement indicating the company currently has the required coverages or is willing to obtain (at company's own cost) the required coverages if awarded a contract.



Signed: \_\_\_\_\_

Dated: 08/19/2022

Title: President and CEO



City of Bellevue  
Cultural & Economic  
Development

## Preliminary Cost Proposal

### Economic Development Plan Update

**Proposer:** Community Attributes Inc.

**Proposer Contact:** Elliot Weiss  
Project Manager  
309.621.2483  
elliott@communityattributes.com

**Please complete the preliminary cost proposal below.** In order for us to evaluate our Scope of Work and determine whether some work may need to be moved for future solicitations, the below breaks out your cost proposal in multiple ways.

#### BY COMPONENT OF SCOPE OF WORK

Please include any necessary overhead or report drafting in the relevant section.

	Hours Required	Hourly Rate	Total Cost
<b>Data Analysis</b>	<b>324</b>	<b>\$125</b>	<b>\$40,500</b>
<b>Stakeholder Engagement</b>	<b>120</b>	<b>\$150</b>	<b>\$18,000</b>
<b>Strategy Development</b>	<b>357</b>	<b>\$150</b>	<b>\$53,500</b>
<b>TOTAL</b>	<b>801</b>	<b>\$140</b>	<b>\$112,000</b>

#### BY TOPIC AREA

Please include any necessary overhead or required tasks in the relevant section.

	Hours Required	Hourly Rate	Total Cost
<b>Retail Market Analysis</b>	<b>275</b>	<b>\$133</b>	<b>\$26,500</b>
<b>Planning Initiatives and Small Business Strategies/Programs</b>	<b>140</b>	<b>\$143</b>	<b>\$20,000</b>
<b>District Capacity Building</b>	<b>245</b>	<b>\$143</b>	<b>\$35,000</b>
<b>Auto Sales and Services</b>	<b>141</b>	<b>\$150</b>	<b>\$20,500</b>
<b>TOTAL</b>		<b>\$140</b>	<b>\$112,000</b>

STATE OF Washington

COUNTY OF King

## AFFIDAVIT OF EQUAL OPPORTUNITY & TITLE VI COMPLIANCE



Community Attributes Inc. certifies that:

Vendor

1. If necessary to recruit additional employees, it has:
  - a. Notified relevant minority and women's organizations, or
2. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.
3. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.
4. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.
5. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By: \_\_\_\_\_

*(authorized signature)*

Title: President and CEO

Date: 08/19/2022





City of Bellevue  
450 110th Ave. NE  
Bellevue, WA 98004

## Attachment "B" - Insurance Requirements

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

### **A. Minimum Insurance:**

- Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
- Business Automobile Liability Coverage with limits not less than \$1,000,000 per accident for any auto.
- Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.
- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

### **B. Additional Insurance:**

- Consultant's Errors & Omissions or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate.

### **C. Self-Insured Retentions:**

Self-insured retentions must be declared.

### **D. Other Provisions:**

1. Commercial General Liability policies must be endorsed to:
  - a. Include the City, its officials, employees and volunteers as additional insureds,
  - b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
2. Contractor or its Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.

### **E. Acceptability of Insurers:**

Shall be placed with insurers with an AM Best rating of A:VII or better.

### **F. Verification of Coverage:**

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

### **G. Subcontractors:**

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Insureon (BIN Insurance Holdings LLC.) 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 688-1984	FAX (A/C, No): 312-690-4123	
INSURED  Community Attributes Inc. 500 Union Street Suite 200, Seattle, WA, 98101	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Insurance Company, Limited		11000
	INSURER B: Philadelphia Indemnity Insurance Company		18058
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Yes	46SBAVW9709	2/26/2022	2/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Yes	46SBAVW9709	2/26/2022	2/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability (Errors and Omissions)		PHSD1733317	11/1/2022	11/1/2023	Occurrence/Aggregate \$2,000,000 / \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured as their interests may appear in regards to general liability when required by written contract. This insurance is primary and non-contributory to any other insurance provided as respects general liability coverage.

## CERTIFICATE HOLDER

## CANCELLATION

City of Bellevue  
450 110th Avenue Bellevue, WA 98004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Attachment "C" Equal Opportunity & Title VI Requirements

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### Equal Opportunity Requirements Section -

#### **General Instructions:**

**Applications:** The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as set forth in Chapter 4.28.170 of the Bellevue City Code. All contractors, subcontractors, consultants, vendors and suppliers who contract with the City in a total amount of thirty-five thousand or more within any given year, or as requested by the City, must comply with these requirements.

**Affidavit:** Before being considered for a contract of the magnitude listed above, all contractors will be required to submit the "Affidavit of Equal Opportunity Compliance" as part of their proposal/qualifications or upon the request of the Procurement Services Division.

**Compliance:** The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

**Noncompliance:** A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

**City contact:** The City's Compliance Office is the Procurement Services Manager, and specific questions pertaining to this section may be directed to the Procurement Services Manager at (425) 452-7876.

#### **Bellevue City Code Excerpt:**

Section 4.28.170 of the Bellevue City Code establishes the requirements for all contractual service providers:

"All contractors, subcontractors, consultants, vendors and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand or more within any given year, or as requested by the City, are required to take affirmative action and comply with the following requirements of this section. There shall be included in any contract between such contractual services provider and the City of Bellevue the following provisions:

1. Contractor shall make specific and constant recruitment efforts with minority and women's organizations, schools, and training institutions. This shall be done by notifying relevant minority and women's organizations.
2. Contractor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women contractors shall be notified in writing of any bids advertised for subcontract work.
3. Contractor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Contractor shall actively consider for promotion and advancement available minorities and women.
5. Contractor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Contractor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Contractor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City's nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, vendors, consultants or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the Procurement Services Division. All documents related to compliance steps listed above shall be presented upon the request of the Procurement Services Division. The Procurement Services Manager shall serve as the compliance office for the City and is authorized to develop and issue procedures for the administration of this section."

#### **Interpretations:**

In order to more readily determine compliance with BCC 4.28.170, the following interpretations are provided:

**Requirement 1.** When a contractor needs to recruit, they must notify minority and women's organizations, schools and training institutions. Such "notification" can be in the form of an advertisement in newspapers

or trade journals of general circulation in the metropolitan Seattle area.

When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation, upon request by the City, that the hiring hall has an equal opportunity policy.

**Requirement 2.** When a contractor intends to subcontract out any work they shall notify minority and women contractors for the subcontract work. The requirements to notify minority and women contractors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

**Requirement 3.** If and when a contractor hires new employees or contracts with subcontractors, the contractor must alert such employees and subcontractors to the contractor's commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.

**Requirement 4.** If and when a contractor promotes or advances employees, the contractor must consider all eligible employees.

The City of Bellevue reserves the right to audit all contractors for compliance with the requirements set forth in BCC 4.28.170.

## **Affidavit of Title VI Compliance Section -**

### **Assurances for Consultants, Contractors, Subcontractors, Suppliers and Manufacturers**

- **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.