**City of Seattle**

Office of Labor Standards

**CONSULTANT AGREEMENT**

Community Outreach and Education Fund 2024-2025

**AGREEMENT NUMBER:** (Enter Agreement Number)

This Agreement is made and entered into by and between the City of Seattle (“the City”), a Washington municipal corporation, through its Office of Labor Standards, as represented by the Director; and       (insert legal name and address of Consultant) (“Consultant”), a nonprofit corporation of the State of Washington       (insert state in which the corporation is chartered) and authorized to do business in the State of Washington.

**Recitals:**

*The purpose of this contract is to assist the Seattle Office of Labor Standards (OLS) in enforcing Seattle labor standards by increasing worker understanding of the Seattle labor standards, providing language-specific outreach and technical assistance, and building trust with low-income worker communities so that they feel more comfortable accessing labor standard enforcement/complaint resolution services with OLS and other referral organizations.*

**(Insert description of consultant organization here)**

*This contract will focus on [***Insert specific service strategy/strategies here]** as *outlined below in the Scope of Work.*

***The above sentence may be edited during contract negotiations based on Consultant’s proposal***

*The Consultant was selected through a Request for Proposal.*

***In consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:***

1. **TERM OF AGREEMENT.**

The term of this Agreement begins when fully executed by all parties, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the termination provisions.

1. **TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the “Scope of Work” (“Work”) upon receipt of written notice to proceed from the City. All Work under this Agreement shall be completed by on December 31, 2025. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Consultant’s control.

1. **SCOPE OF WORK.**

The Scope of Work of this Agreement and the time scheduled for completion of such Work are:

**The Consultant will focus on this service strategy/strategies:** ***(Select the applicable service strategy/strategies based upon Consultant’s proposal)***

* Broad Based Labor Standards
* Retail and Restaurant Workers
* Hotel Workers
* Domestic Workers
* App-Based (Gig) Workers
* Construction and Trades Workers
* Arts and Entertainment Workers

**Included Ordinances**

The Consultant will conduct outreach, training, communication, and intake activities for **X number** of Seattle Labor Ordinances listed below: (***This is for example only. The final list will be completed during the contract negotiations phase)***

1. Minimum Wage
2. Wage Theft
3. Paid Sick and Safe Time
4. Fair Chance Employment
5. Commuter Benefits Ordinance
6. Independent Contractor Protections
7. ***Other ordinances may be added per Consultant’s proposal. Every Consultant will be responsible for conducting outreach and education related to the above listed ordinances.***

**New Ordinances**

Consultants will also be responsible for outreach and education related to labor standards enacted during this funding cycle if the new ordinance(s) directly affects the service strategy focus population. Consultant shall negotiate with OLS over the impact to the existing scope of work using the same procedure outlined in Section 4.1 and 4.2 of this agreement.

**Excluded Ordinances**

Consultant is not required to conduct proactive outreach or training on the following ordinances **(*This is for example only. The final list will be completed during the contract negotiations phase)***:

1. X ordinance
2. Etc.

If covered workers contact Consultant for training or support on laws for which they are not required to conduct proactive outreach or training, Consultant will refer workers to OLS staff or other OLS consultants conducting ordinance specific outreach and worker support for these laws.

The Work is subject to City review and approval. The Consultant shall adhere to the meeting and reporting schedules outlined in this agreement. The Consultant shall provide any requested information pertaining to the progress of Consultant’s work.

In general, Consultant is responsible for translation costs for Consultant created materials. Consultant is also responsible for interpretation costs and other accessibility-related costs for Consultant held meetings or trainings.

**3.1 OLS MEETINGS.**

Consultant agrees to meet once per quarter with all Community Outreach and Education Fund (COEF) recipients and OLS, represented by OLS Labor Engagement Specialists. OLS will schedule these meetings.

In addition, Consultant agrees to monthly check-in meetings with an OLS Labor Standards Engagement Specialist following the implementation of this agreement. The purpose of this monthly meeting is to evaluate the performance for the current and previous months of the contract period. If necessary, an agreement between the OLS Labor Engagement Specialist and Consultant may be reached to adjust strategies and timeline for deliverables as needed for subsequent months to achieve the goals defined in the Scope of Work. Any minor adjustment to mutually agreed upon goals (e.g. the initial goal was to host two trainings in March but one training needs to be moved to a different month) will be reduced to writing and shared between Consultant and the Labor Standards Engagement Specialist. Any adjustments made must still meet the terms of Consultant’s contract and work outcomes associated with the negotiated Scope of Work. If major adjustments to the Scope of Work are requested (e.g. changing the total number of trainings to be performed by Consultant), these adjustments shall be memorialized via contract amendment in the same way as described in Section 4.1 and 4.2 of this Agreement before they become effective.

OLS reserves the right to schedule additional meetings as necessary. Consultant may also request additional meetings.

**3.2 OLS TRAININGS.**

Consultant is required to attend a one-day 8-hour retreat that will involve training on all ordinances and referral processes at the beginning of the contract period with other OLS Consultants and OLS staff. Consultant is required to attend a separate retreat in the second year of the contract. Consultant will be compensated according to Section 5.4 for attending these retreats.

Consultant is required to attend scheduled OLS trainings on Seattle Labor Standards and referral processes as needed.

If Consultant cannot attend the required trainings, Consultant must contact the OLS Labor Standards Engagement Specialist who is managing their contract.

Should new labor standards ordinances that are not mentioned above take effect in 2024-2025, Consultant will receive training on the new ordinances and referral processes to address worker questions or complaints.

If Consultant would like more industry or ordinance specific training, Consultant will proactively contact OLS staff to request such training.

Additionally, all key leadership and/or managerial staff, including executive directors and others who create and effectuate organization policy,are required to attend the OLS Seattle Labor Standards compliance training to ensure that Consultant’s organizational policies, payroll, and practices are compliant with Seattle labor standards.

**3.3 CONSULTANT REPORTING REQUIREMENTS.**

1. Required Monthly Reports
2. The Consultant’s Invoice Form (Attachment X) shall be submitted by the **tenth business day** of the month following for work performed during the previous calendar month except for the last invoice of the 2025 calendar year which is due on **January 5, 2026.** The invoice must be signed and dated by Consultant. The date must be the date of signature. The Consultant will submit one signed electronic invoice via email to the OLS Labor Standards Engagement Specialist managing Consultant’s contract or another designee of OLS.

1. Consultant will submit monthly reports with each invoice via email. These monthly reports will contain:
   1. Quantitative data report on workplan activities (See Attachment X)
   2. Monthly verification reports for selected workplan activities *See Attachment X*
   3. Copies of all Consultant or third-party materials developed and used as part of work plan (Examples: training materials, social media posts, etc.)
   4. List of all OLS-created materials used as part of work plan.
2. Required Quarterly Reports

Consultant will submit one qualitative report per quarter to describe successes and challenges. (Attachment X). The qualitative report will be submitted by the tenth business day of the month following the end of the quarter (e.g. the Q1 report covering January – March would be due on the tenth business day of April).

1. Required Expenditure Reports

Consultant will submit the following Expenditure Reports *(please see Attachment XX for sample):*

* 1. First year 6-month interim Expenditure Report submitted no later than July 30, 2024
  2. First Year-End Expenditure Report (Attachment X) submitted no later than January 30, 2024
  3. Second year 6-month interim Expenditure Report submitted no later than July 30, 2025
  4. Second Year-End Expenditure Report submitted no later than January 5, 2026

These Expenditure Reports will include information regarding over or under spending per Section 5.5 of this Agreement.

1. Other documentation or reporting upon request
   1. Additional data related to program objectives or management may be requested by the Labor Standards Engagement Specialist. Data that is requested pursuant to auditing and evaluation purposes must be provided pursuant Section 13 of this Agreement.
   2. OLS will periodically conduct site visits and evaluate outreach materials, training methods, financial reporting, and related documents**.**

**3.4 BASE PAYMENT ACTIVITIES.**

***This is an example of Base Payment Activities. This section will be amended based on Consultant’s proposal and contract negotiations.***

The following are included in monthly base payments and will be reported with the submission of invoices as outlined in Section 3.3(A)(1) and (2).

1. Outreach Activities
   1. 1on1 conversations with ***X category of worker*** on labor standards included in the Scope of Work, in person or online. As a “base payment” activity, 1on1 conversations between Consultant staff and workers will not be considered in the payment of Objective Commitments.
   2. Providing a schedule of upcoming outreach events or trainings to Labor Standards Engagement Specialist. This is for documentation purposes. OLS staff will not attend outreach events without an invitation; Consultant is welcome to invite OLS staff to outreach events if they desire and OLS staff will attend if it is within OLS staff capacity.
   3. ***Other activities specific to Consultant (as negotiated)***
2. Worker Intakes and Strategic Enforcement Activities
   1. Strategic Enforcement meetings with OLS staff for activities that are relevant to scope of work
   2. Information Only Intakes
   3. Worker Referrals to OLS through submitting a Community Intake Referral Form (here) or OLS web form: [Office of Labor Standards Employee Inquiry · Office of Labor Standards (seattle.gov)](https://laborinquiry.seattle.gov/employee-inquiry/)
   4. Worker referrals to other agencies
3. Staff Trainings
   1. Attending OLS trainings on Seattle labor standards and referral process as required or needed
   2. Conducting internal staff trainings on Seattle labor ordinances
   3. Training for executive-level staff of organization on Seattle Labor Standards
4. OLS Meetings and Stakeholder Sessions
   1. 1on1 check-in meetings with OLS Labor Standards Engagement Specialist
   2. Quarterly COEF meetings
   3. Participating in OLS stakeholder sessions as they are relevant to scope of work and capacity
   4. Other meetings as assigned by OLS Labor Standards Engagement Specialist or requested by Consultant
   5. Quarterly Service Strategy Cohort meetings
   6. *For Domestic Worker Service Strategy, at least 2 Domestic Workers Standards Board meetings per year.*
5. Invoices and Monthly Data Reporting
6. OLS Outreach Events and Communications
   1. Forwarding OLS communications and social media posts to worker networks
   2. Participating in at least two OLS outreach events or designated activities each year 
      1. ***Examples of past events include May Day and an event on the anniversary of PSST***

OLS Labor Standards Engagement Specialist and Consultant will meet and discuss monthly goals for the activities listed above. Consultant and Labor Standards Engagement Specialist will meet monthlyto discuss strengths, challenges, and any adjustments to these goals (if needed). The initial goal setting and any adjustments to goals will be grounded in the Scope of Work as negotiated by the parties.

If Consultant severely or consistently underdelivers on its estimated activities for the month, the Labor Standards Engagement Specialist will contact Consultant to discuss these issues and create a strategy to overcome these challenges for the following month(s). Consultant will document these challenges and lessons learned in the quarterly Qualitative Narrative Report. Labor Standards Engagement Specialist will continue to support Consultant to address challenges in reaching estimated goals as needed.

Failure to address under-delivery of estimate activities with Labor Standards Engagement Specialist will trigger conversations about Consultant’s capacity to fulfill scope of works and would be grounds for possible termination of contract or reduction in the base payment amount.

**3.5 OBJECTIVE COMMITTMENTS.**

A percentage of the total budget is set aside for compensation based on achievement of the negotiated objective commitments. Full achievement of the objective commitments will result in compensation as detailed in the table in Section 5.4 of this Agreement. In order to receive compensation, Consultant must provide verification documentation as described below.

Objective Commitments (OC) Description and Verification Method

**Most Objective Commitments are to be negotiated. Below are examples of what might be included in an Objective Commitment list (the last two OCs will be in every Consultant contract)**

1. **(8) Training for app-based workers**

**Description: Organization Name training for app-based workers on labor standards and engaging workers to know their rights.**

**Verification: Training Log with information on date of training, Seattle laws taught, number of attendees, results from Worker Feedback Surveys from participants who chose to take the survey. (OLS will provide Training Log template and Worker Feedback Surveys).**

1. (2) OLS Retreats

Description: Consultant’s Program Manager and other staff as assigned by Consultant shall attend one (1) 8-hour retreat that will involve training on all ordinances and referral processes at the beginning of the contract period. Consultant will attend a separate retreat as schedule in either January or February 2024 and one (1) 8-hour training retreat in the second year of the contract as scheduled in either January or February 2025.

Verification: Attendance at the retreat will serve as verification. Labor Standards Engagement Specialist will keep attendance for the full day.

1. (8) Quarterly Narrative Reports

Description: Qualitative reports that will document success stories, worker/community quotes, challenges and lessons learned in providing Seattle Labor Standards outreach, education, and worker support.

Verification: COEF Quarterly Narrative Report (OLS template provided as Attachment X)

1. **CONTRACT AMENDMENTS.**

**4.1 GENERALLY.**

If Consultant desires to amend this Agreement, Consultant shall immediately notify the Labor Standards Engagement Specialist managing the contract. Consultant will prepare a “red-lined” copy of this Agreement with the proposed changes and send it to the Labor Standards Engagement Specialist. The Labor Standards Engagement Specialist will review the new proposal with OLS management and send any comments or changes to Consultant. The Labor Standards Engagement Specialist and Consultant may schedule meetings to discuss the proposed contract amendment(s).

If the amendments are agreed upon, the Labor Standards Engagement Specialist will prepare the final draft of the new Agreement. The final draft will be sent to Consultant’s Executive Director or other staff with the ability to bind Consultant to an Agreement for signature. The Labor Standards Engagement Specialist will then send the signed Agreement to the OLS Director for final signature. Once the Director signs the agreement, it will become effective for all *subsequent* activities. A new Agreement will not retroactively affect work already performed and/or invoiced.

If OLS desires an amendment to the Agreement, the Labor Standards Engagement Specialist will follow the same process starting by informing Consultant.

OLS does not guarantee that an Agreement will be amended upon Consultant’s request.

Any contract amendments proposed by OLS or Consultant must be negotiated *and* finalized by October 31, 2025.

**4.2 AMENDMENTS TO SCOPE OF WORK**

Amendments to the Scope of Work in the number or type of work plan activities will follow the procedure outlined above.

For changes to a work plan that do not involve a change to the number or type of work plan activities, Consultant will discuss with the Labor Standards Engagement Specialist and reduce changes to writing but will not go through the contract amendment process.

**4.3 EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work, Section 3, of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements:

(a) the New Work is not reasonable to solicit separately;

(b) the New Work is for reasonable purpose;

(c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law);

(d) the New Work is not significant enough to be reasonably regarded as an independent body of work;

(e) the New Work would not have attracted a different field of competition; and

(f) the change does not vary the essential identified or main purposes of the Agreement.

Any expansion for New Work will follow the process outlined in Section 4.1.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Please refer to Section 3 about the potential addition of new labor standards that will not trigger the processes outlined in this Section.

**ANY OTHER CONTRACT AMENDMENTS**

1. **BUDGET.**

***This is for example purposes. Budget to be completed based on the finalized Scope of Work.***   
***work.***

**JANUARY 1, 2024 – DECEMBER 31, 2025 BUDGET**

|  |  |
| --- | --- |
| **Budget Year** | **Funding Amount** |
| January 1, 2024 – December 31, 2024 | $XX,XXX |
| January 1, 2025 – December 31, 2025 | $XX,XXX |
| **TOTAL** | **$XXX,XXX** |

**5.1 2024 BUDGET**

**$XX,XXX** of the 2024 budget is allocated to Base Payments which will be reimbursed at a monthly rate of **$X,XXX** for 12 months and will not exceed **$XX,XXX.**

**$XX,XXX** of the 2024 budget is allocated for compensation based on achievement of Objective Commitments. Full descriptions of Objective Commitments and compensation amounts are outlined in Section 5.4 below.

Consultant will receive a total of **$XX,XXX** total compensation in 2024 under this Agreement and shall not exceed **$XX,XXX** unless modified by a written amendment to this Agreement.

The parties agree that the monthly base rate and objective commitments include all direct, indirect, and fixed fees for the project.

**5.2 2025 BUDGET**

***Note: the 2025 budget allocation is based upon final COEF funding approval by City Council. OLS shall propose an amount equal to or greater than current funding for 2025 and is contingent upon approval by City Council. The Parties agree to negotiate modifications to Scope of Work if funding is increased or decreased in 2025.***

**$XX,XXX** of the 2025 budget is allocated to Base Payments which will be reimbursed at a monthly rate of **$X,XXX** for 12 months and will not exceed **$XX,XXX.**

**$XX,XXX** of the 2025 budget is allocated for compensation based on achievement of Objective Commitments. Full descriptions of Objective Commitments and compensation amounts are outlined in Section 5.4 below.

Consultant will receive a total of **$XX,XXX** total compensation in 2025 under this Agreement and shall not exceed **$XX,XXX** unless modified by a written amendment to this Agreement.

The parties agree that the monthly base rate and objective commitments include all direct, indirect, and fixed fees for the project.

**5.3 BASE PAYMENT REIMBURSEMENT SCHEDULE**

**$XX,XXX** of the 2024 budget is allocated to Base Payments which will be reimbursed at a monthly rate of **$X,XXX** and will not exceed **$XX,XXX** over the 24-month period of this Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| **Base Payment** | **Quantity** | **Compensation Per Month** | **Maximum Reimbursable Amount** |
| Monthly 2024 | 12 | $X,XXX | $XX,XXX |
| Monthly 2025 | 12 | $X,XXX | $XX,XXX |
| **Maximum Base Compensation** | | | **$XXX,XXX** |

**5.4 OBJECTIVE COMMITMENT REIMBURSEMENT SCHEDULE**

**$XX,XXX** of the budget is set aside for compensation based on achievement of the Objective Commitments (OC). Full achievement of the Objective Commitments will result in compensation as detailed in the following chart:

|  |  |  |  |
| --- | --- | --- | --- |
| **Objective Commitments 2024** | **Contracted Quantity** | **Compensation per OC** | **Maximum Reimbursable Amount** |
| Description of Objective Commitment | X number | $X,XXX | $X,XXX |
| Orientation Retreat | 1 |  |  |
| Qualitative Quarterly Report | 4 | $X,XXX | $X,XXX |
| **Total 2024 Maximum Objective Commitment Compensation** | | | **$XX,XXX** |
| **Objective Commitments 2025** | **Contracted Quantity** | **Compensation per OC** | **Maximum Reimbursable Amount** |
| Description of Objective Commitment | X number | $X,XXX | $X,XXX |
| Retreat 2 | 1 | $X,XXX | $X,XXX |
| Qualitative Quarterly Report | 4 | $X,XXX | $X,XXX |
| **2025 Maximum Objective Commitment Compensation** | | | **$XX,XXX** |
| **Maximum Objective Commitment Compensation** | | | **$XX,XXX** |

**5.5 OVER OR UNDER SPENDING**

As part of the Expenditure Reports described in Section 3.3(C) of this Agreement, Consultant will provide expense information in the report when actual expenses for a given budget item (e.g. “Office Supplies” or “Printing and Duplicating”) have been in excess of or underspent by 10% or $10,000 of the negotiated budget for that item.

If there has been an over or under spend of 10% or $10,000 for a particular budget item, Consultant will provide a narrative explanation for the variance from the negotiated contract budget. OLS will review the narrative explanation for the variance. OLS and Consultant will negotiate a plan to repurpose the underspend amount toward program activities using the process for contract amendments outlined in Section 4 of this Agreement.

**6.1 PAYMENT PROCEDURES.**

The Consultant will submit invoices to the City once per month on the 10th business day of the month for base payments and completed objective commitments during the prior month. Payment shall be made by the City to the Consultant upon the City’s receipt of a properly prepared invoice containing the information listed below**.**

**Deliver all invoices and invoice/billing notices under this Agreement to:**

|  |  |
| --- | --- |
| **If to the City:** | **If to the Consultant:** |
| Name, Labor Standards Engagement Specialist  Email  Seattle Office of Labor Standards  810 Third Avenue, Suite 375  Seattle, WA 98104 | Consultant Contact  Email / Phone  Organization Name  Consultant Address |

**See attached checklist for further instructions.**

|  |
| --- |
| **Invoices must clearly display the following** (sub-consultants' invoices must also include this information): |
| * Invoice Date and Invoice Number   + The Invoice Date shall be the same date that the invoice is signed by the Consultant and submitted to the Labor Standards Engagement Specialist for processing.   + Invoice Number format shall be provided by the Labor Standards Engagement Specialist and used by Consultant for each invoice. * Labor Standards Engagement Specialist’s Name: * Department Contract No. * Contract Title: * Dates covered by the Invoice * Monthly in addition to the invoice, Consultant must provide all required data and reporting information outlined in per Section 3.3 in order for Invoice to be processed. |

**6.2 PROMPT PAY.**

**Definitions**

1. An invoice is considered received when it is date-stamped as received by the office of the recipient who is designated within this contract. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.
2. A payment is considered made on the day it is mailed or is available.
3. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

**Prompt Payment to Consultant**

1. Timely Payment: Except as provided otherwise herein, payment for an invoice will be issued and mailed to the Consultant within thirty (30) calendar days of receipt of the invoice.
2. Disputed Items: The City may withhold payment for disputed items. The City will promptly notify the Consultant in writing, outlining the disputed items, the amount withheld and actions the Consultant must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and approved. However, the Consultant may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.
3. Legal Fees: In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

**Prompt Payment to Subconsultants**

1. Cut-Off Date: Except as provided otherwise herein, payment for an invoice will be made to a subconsultant within thirty (30) calendar days of receipt by the Consultant. The Consultant may establish a monthly cut-off date of (*to be established by Prime*) that subconsultants must submit an invoice in order to assure 30-day payment.
2. Disputed Items: The Consultant may withhold payment for disputed items. The Consultant will promptly notify the subconsultant in writing, outlining disputed items, the amount withheld and actions the subconsultant must take to resolve the disputed item(s). Such withheld amounts are limited only to items in dispute. The subconsultant can request partial payment for the approved amounts, or that the Consultant delay their entire payment until a revised invoice is submitted to and accepted by the Consultant. The Consultant shall pay the revised invoice within thirty (30) calendar days of receipt.

C. Flow-Down Clauses: The Consultant shall require this provision in each subcontract of any tier.

**6.4 SUBCONSULTANT PAYMENTS REPORTING REQUIREMENTS.**

This provision applies if a WMBE Inclusion Plan is required per section 10. SOCIAL EQUITY REQUIREMENTS subpart B or if a Plan is attached and made part of this Agreement. WMBE Inclusion Plans are required for all projects valued more than $373,000. If no WMBE Inclusion Plan is required, Consultant shall not be required to report subconsultant payments.

Consultant agrees that if a WMBE Inclusion Plan is required this provision shall apply:

The Consultant shall report payments made to each Subconsultant through B2GNow at: <https://seattleconsulting.diversitycompliance.com/>

1) The Consultant shall report the first Subconsultant payment report no later than the 15th of the first month following issuance of the first payment made by the City to the Consultant, unless otherwise specified by the department.

2) Subsequent monthly Subconsultant payment reports shall be submitted by the 15th day of every month thereafter.

3) The last Subconsultant payment report shall be marked as “Final” in B2GNow and shall be submitted no later than 30 Days after the expiration of the Agreement.

4) The Consultant shall require each Subconsultant to verify each payment through B2GNow.

5) The Consultant is responsible for ensuring that all Subconsultants working on the contract (WMBE and Non-WMBE) entered in the B2GNow System for payment reporting purposes.

6) The Consultant shall require each Subconsultant to register on the City’s Online Business Directory prior to completing the first online report. <https://web6.seattle.gov/FAS/OBD/Logon/Logon.aspx>.

7) The Consultant shall also require its Subconsultants to report payments made to any lower tier Subconsultants, if any, in the same manner as specified herein.

8) The City reserves the right to withhold payments from the Consultant for non-compliance with this section.

The Consultant may contact their assigned Labor Standards Engagement Specialist or the Purchasing and Contracting division (PC), City of Seattle, Department of Finance and Administrative Services at (206) 684-0444 for technical assistance in submitting the required reports.

1. **TAXES, FEES AND LICENSES.**
2. The Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It is the Consultant’s sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
3. Where required by state statute, ordinance or regulation, the Consultant shall pay and maintain in current status all taxes necessary for performance. The Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
4. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
5. **ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

See section 6.1 PAYMENT PROCEDURES

1. **EQUAL BENEFITS.**

This provision applies to all contracts valued at $63,000 or above, including amendments. The Consultant shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Consultant to provide the same or equivalent benefits (“equal benefits”) to domestic partners of employees as the Consultant provides to spouses of employees. At the City’s request, the Consultant shall provide information and verification of the Consultant’s compliance. Any violation of this Section is material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45.

1. **SOCIAL EQUITY REQUIREMENTS.**
2. Non-discrimination: The Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated equally during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.
3. WMBE Inclusion: The Consultant shall seek inclusion of woman and minority businesses (WMBEs) for subcontracting. A WMBE is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington but must be registered in the City Online Business Directory.

Inclusion responsibilities shall include those commitments agreed upon between the City and the Consultant as a result of the WMBE Inclusion Plan submitted with the Consultant Proposal and as agreed upon by the City. The Inclusion Plan is incorporated herein by this reference as an Attachment.

1. Paid Sick Time and Safe Time Ordinance: The Consultant shall be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-256-5297
2. Other Labor Standards Requirements: The Consultant shall comply to the extent applicable, with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.
3. Personnel Conduct: Consultant will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. Consultant’s employees, agents, and subcontractors will be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Consultant for misconduct or incompetent or negligent performance. Such persons will not be allowed to perform services under this Agreement without the written consent of the City.
4. Seattle Labor Standards: The Consultant shall comply with applicable Seattle Labor Standards requirements for worked performed within City limits:
   1. Notice and posting. Employers must display a poster, provided by Seattle Office of Labor Standards, with information on employee rights and employer obligations established by Seattle Labor Standards. Employers must display the poster in English and the primary language(s) of employees. Posters are available for download at:
   2. Fair Chance Employment: Employers must comply with limits on use of conviction and arrest records in hiring and other employment decisions. The ordinance prohibits job postings that exclude applicants with criminal records (e.g. “No criminal history” and “Felons need not apply”); prohibits job applications with criminal record questions; delays criminal record inquiries until after an applicant has been screened for minimum qualifications; requires employers to provide applicants an opportunity to explain or correct criminal record information; and requires employers to have a legitimate business reason to deny employment on the basis of a criminal record.
   3. Wage Theft: Employers must provide written employment information to new employees at time of hire and existing employees upon change of employment; pay all compensation owed on a regular pay day; and provide itemized payroll information every pay day. The ordinance does not replace criminal investigations of wage theft. It remains a crime to withhold payment of wages and tips owed to employees.
   4. Independent Contractor Protection Ordinance: Hiring entities must provide independent contractors with a notice of rights and a pre-work written notice detailing the terms and conditions of the work to be performed and the payment prior to any work starting. Hiring entities must provide timely payment (within 30 days or the time agreed to in a contract) to independent contractors along with a written notice giving itemized payment information each time payment is made.
   5. Other and Future Labor Standards: Employers shall comply with all applicable labor standards ordinances in existence at the time of the contracts execution and any that may be enacted in the future.
   6. Enforcement. OLS may conduct investigations that include but are not limited to auditing payroll records and interviewing workers to ensure compliance with labor standards requirements. For more information, please see [Investigation Process - LaborStandards | seattle.gov](https://www.seattle.gov/laborstandards/investigations/investigation-process) or call OLS at 206-256-5297
5. **PROTECTION OF PROPERTY**

Consultant is responsible for protecting its person and property at all times, including but not limited to supplies and equipment to perform services hereunder; Consultant releases and agrees to hold the City harmless from liability for losses or damages or any kind sustained by Consultant in performing the services required hereunder.

1. **INDEMNIFICATION.**

Consultant shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

* the sole negligence or willful misconduct of Consultant, its officers, employees, agents or subconsultants;
* the concurrent negligence of Consultant, its officers, employees, agents or subconsultants but only to the extent of the negligence of Consultant, its officers, employees, agents or subconsultants;
* the negligent performance or non-performance of the contract by the Consultant; or
* the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

Consultant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

1. **INSURANCE.**

Consultant agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include “The City of Seattle” as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.

1. **AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) involved in funding of the Work, to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in King County, Washington or other reasonable locations that the Agency selects. The Consultant shall permit the Agency to copy books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity may perform work under this Agreement.

1. **INDEPENDENT CONSULTANT.**
2. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
3. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
4. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant. The Consultant will notify the City Labor Standards Engagement Specialist if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.
5. **KEY PERSONS.**

The Consultant agrees to notify the Labor Standards Engagement Specialist if any program staff member leaves employment or is reassigned. Any replacement staff shall work with the Labor Standards Engagement Specialist to schedule a mutually agreed upon time to attend a comprehensive Labor Standards training. Such training will not incur an additional Objective Commitment payment. Changes in staffing does not release the Consultant from its obligations under this agreement. Any modifications to previously agreed upon work plans, timelines, or scope of work must be agreed to by both Parties in writing per Section 4 above.

1. **ASSIGNMENT AND SUBCONTRACTING.**

The Consultant shall not assign or subcontract its obligations under this Agreement without the City’s written consent, which may be granted or withheld in the City’s sole discretion. The Consultant shall ensure that all subconsultants comply with all obligations and requirements applicable to the subcontracted work. The City’s consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment, or subcontract.

1. **CITY ETHICS CODE (SMC 4.16.010 TO .105).**
2. The Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
3. The Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two years.
4. The Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 4.16. The Consultant shall advise their Consultant Workers.
5. The Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.
6. Campaign Contributions (Initiative Measure No. 122): Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. For more information about the measure, please contact the Seattle Ethics and Elections Commission with questions at [ethicsandelections@seattle.gov](mailto:ethicsandelections@seattle.gov).
7. **NO CONFLICT OF INTEREST.**

The Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant’s work. As used in this section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term close family relationship refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

1. **ERRORS AND OMMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in the designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

1. **INTELLECTUAL PROPERTY RIGHTS.**
2. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
3. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
4. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.
5. **NON-DISCLOSURE AGREEMENT.**

No Signed Non-Disclosure Agreement is required

1. **PROPRIETARY AND CONFIDENTIAL INFORMATION.**

The State of Washington’s Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington’s Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices (“the City”) are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If the City receives a public disclosure request for any records or parts of records that Contractor has properly and specifically listed on the City Non-Disclosure Request Form (Form) submitted with Contractor’s bid/proposal, or records that have been specifically identified in this contract, the City will notify Contractor in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow Contractor up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on Contractor’s behalf. If Contractor believes that its records are exempt from disclosure, Contractor is obligated to seek an injunction under RCW 42.56.540. Contractor acknowledges that the City will have no obligation or liability to Contractor if the records are disclosed.

1. **DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant’s performance, shall first be through negotiations, if possible, between the Consultant’s Project Manager and the assigned Labor Standards Engagement Specialist. It shall be referred to the Director and the Consultant’s senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

1. **TERMINATION.**
2. For Cause: The City may terminate this Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City’s reasonable satisfaction in a timely manner.
3. For Reasons Beyond Control of the Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party’s reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant’s own employees, sabotage, or superior governmental regulation or control.
4. For City’s Convenience: The City may terminate this Agreement without cause and including the City’s convenience, upon written notice to the Consultant.
5. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
6. Actions upon Termination: if termination occurs and is not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
7. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred.
8. **CONSULTANT PERFORMANCE EVALUATION.**

The Consultant’s performance will be evaluated by the City at the conclusion of the contract. The Evaluation template can be viewed here: <https://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/ccPerfEval.docx>.

1. **DEBARMENT.**

Federal Debarment: The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification of subconsultant debarment status within the Consultant records.

City of Seattle Debarment: Under SMC Chapter 20.70, the Director of Purchasing and Contracting (PC), as hereby delegated by the Director of Finance and Administrative Services, may debar and prevent a Consultant from contracting or subcontracting with the City for up to five years after determining the Consultant:

1. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
2. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
3. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
4. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
5. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
6. Colluded with another firm to restrain competition;
7. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
8. Failed to cooperate in a City debarment investigation.

The PC Director or designee may issue an Order of Debarment under the SMC 20.70.050. Rights and remedies of the City under these provisions are besides other rights and remedies provided by law or under the Agreement.

1. **MISCELLANEOUS PROVISIONS.**
2. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
3. Background Checks and Immigrant Status: The City may require background checks for some or all of the employees that may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.
4. Notification Requirements for Federal Immigration Enforcement Activities: Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding your City contract, Consultants shall notify the Labor Standards Engagement Specialist immediately.

Such requests include, but are not limited to:

1. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
2. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Consultant shall request the ICE authority to wait until the Labor Standards Engagement Specialist is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

1. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
2. Americans with Disabilities Act (ADA): [RESERVED]
3. Federal, State, and Local Compliance: The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and officers, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), and Chapter 20.45 (City Contracts – Non-Discrimination in Benefits). Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
4. Violations of Law: Any violation of the requirements in Section 28.F shall be a material breach of contract for which the Consultant may be subject to damages, sanctions, or other remedies as provided for under this Agreement or under applicable law. In the event Consultant is in violation of Section 28.F, Consultant may also be subject to debarment from City contracting activities in accordance with Section 27.
5. Venue: This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of King County.
6. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
7. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
8. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
9. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
10. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, Consultants Proposal, and Consultants WMBE Inclusion Plan, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the WMBE Inclusion Plan as adopted, the Consultant’s Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
11. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
12. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**CONSULTANT CITY OF SEATTLE**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date Signature Date

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Title Title

**City of Seattle Business License Number:**

**Washington State Unified Business Identifier Number (UBI):**

**Attachments (currently not attached but available with RFP)**:

* + - Consultant Questionnaire (required above $10K) – *to be returned with your signed Agreement.* <http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>
    - Invoice Review Checklist
    - SAMPLE Invoice Package including SAMPLE Monthly Report (replace with Consultant’s invoice form if applicable)
    - SAMPLE Qualitative Quarterly Report
    - SAMPLE Expenditure Report
    - Insurance Transmittal form (applicable when Standard or additional insurance is required) – *proof of certification and blanket/additional insured endorsement wording coverage for the City of Seattle should be submitted with your signed Agreement.*

**Invoice Review Checklist**

The City intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

Email the invoices to the correct address: **Labor Standards Engagement Specialist email address**

Validate that the time for services performed is within the Contract Begin Date and Contract End Date.

Ensure invoice items have not been previously billed or paid, given the time for which services were performed.

Ensure that all items billed for are included in the monthly reporting documents

Ensure that the number services billed for do not go beyond what was agreed to in the Scope of Work

Ensure enough money remains on the contract (including amendments), to pay the invoice.

Ensure WMBE utilization is provided to the City and/or entered into the City on-line system.

Check the math.

Ensure back-up documentation is adequate and complete.

Ensure that the invoice is dated both at the top of the invoice and next to the signature line. This date should be the same.

**Definitions**

* Services‐ Deliverables or work performed by the consultant including analysis, advice, recommendations, report preparation, design development, and other specialized services.
* Contract End Date: Day contract expires.

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| **WMBE UTILIZATION** | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | A | B | C = F / Total F | D | E | F | G = E + F |  |
| **Consultant** | **WMBE Goal** | **Consultant Type** | **LTD WMBE %** | **Contract Budget** | **Prior LTD Costs** | **This Invoice** | **LTD Costs** |  |
| **Prime** |  |  |  |  |  |  |  |  |
| Sub-consultant A | % |  | #DIV/0! |  |  |  | $0 |  |
| Sub-consultant B | % |  | #DIV/0! |  |  |  | $0 |  |
| Sub-consultant C | % |  | #DIV/0! |  |  |  | $0 |  |
| **WMBE Sub-Total** | 0% |  | #DIV/0! |  | $0 | $0 | $0 |  |
| **Non-WMBE Sub-Total** |  |  |  |  |  |  | $0 |  |
| **Total** |  |  |  | $0 | $0 | $0 | $0 |  |
| \*Note: If Prime is WMBE, denote WMBE Goal in Prime row. | | |  |  |  |  | #DIV/0! |  |
|  |  |  |  |  |  |  |  |  |
| A - WMBE Goal - aspirational WMBE goals reflected in contract inclusion plan | | | |  |  |  |  |  |
| B -Consultant Type- P+ Prime;  D - total amount of contract, including amendments | | |  |  |  |  |  |  |
| S=Subconsultant | |  |  |  |  |  |  |  |
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| **Inclusion Plan Progress Description (*Please comment on any deviation from Inclusion Plan goals*):** | | | | |  |  |  |  |