

CONSULTANT / ROSTER AGREEMENT - REMOVE WHEN FINAL

**The City of Seattle
Seattle SPR & Recreation Department
Planning & Development Division**

**CONSULTANT ROSTER OR DESIGN AGREEMENT
AGREEMENT NO. PR19-0_**

ENTER PROJECT NAME & (PRK NUMBERS)

This Agreement is made and entered into by and between The City of Seattle (“the City”), a Washington municipal corporation, through its **SEATTLE PARKS AND RECREATION DEPARTMENT (“SPR”)** as represented by the Superintendent and/or the Planning and Development Division Director, and _____ **[insert NAME AND ADDRESS – ALL CAPS & BOLDED** (“Consultant”), a _____ **[insert appropriate type of business:** e.g., partnership, sole proprietorship, limited liability company, corporation] of the State of _____ - **[insert state in which the corporation is chartered]** and authorized to do business in the State of Washington.

Recitals:

Project Manager: A best practice is to provide RECITALS to give a brief background and to detail the process used. This is not a required section, but advisable from the Law department due to recent court cases (the Berg Case). It allows anyone to pick up the contract and understand the intent. You may use a “WHEREAS” format, or plain English. These need to be written carefully, however, so they are clear and accurate. You may add any WHEREAS statements you think provide a strong background and explanation of the contract, although the ones below are recommended in particular

*WHEREAS, the project description is as follows (Insert CIP or detailed project description.); and
WHEREAS, the purpose of this contract is to INSERT; and
WHEREAS, the project site is located at the following address: xxx, Seattle, WA, 98xxx; and
WHEREAS, the Consultant was selected from INSERT (examples, the Consultant Roster, or through an SOQ dated XX/XX/XXX, or a Request for Proposal, or an Emergency, or a Sole Source); and
WHEREAS, the said property is located at INSERT ADDRESS.
THEREFORE, this contract is being executed to complete the work as outlined in the following contract.*

Section 1: TERM OF AGREEMENT

The term of this Agreement shall begin when fully executed by all parties, and shall end on **[spell out month/day/year]**, unless terminated earlier pursuant to the provisions hereof.

Section 2: TIME OF BEGINNING AND COMPLETION

The Consultant shall begin the work outlined in the "Scope of Work" section (“the Work”) upon execution of this Agreement unless advised in writing by SPR to begin on another date. SPR will acknowledge in writing when the Work is complete and final payment is made to the consultant.

Time limits established pursuant to this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by SPR, in writing, for its convenience or for conditions beyond the Consultant's control.

Section 3: SCOPE OF WORK
DELETE THIS BOX ONCE READ

Project Manager: The provisions of the Scope shall be located within this Section and any supplemental scope can be an exhibit to the Agreement.

In developing a Scope of Work, a relationship should be established between the Scope of Work in this Section, including work tasks and deliverables, and the PAYMENT section, including dollar amounts, associated fees, charges and reimbursement costs.

The description in the Scope of Work should clearly support the elements of an independent contractor, which means the department won't be directing or supervising work like they might of a City employee (i.e. doesn't do performance evaluations, hire, terminate, discipline, not in the City Directory, etc). If this work has a Union position within your department that performs this work, then notify the Union of your intention to contract this work.

The Scope of Work of this Agreement and the time scheduled for completion of such work are described in the body of this contract. The work is supported by the following exhibits which are attached and made a part of this Agreement.

DELETE THIS BOX ONCE READ

Project Manager: Typical exhibits are listed below. Edit the list to fit your project. Type 'NOT USED' if the exhibit isn't needed. Delete this note when done.

- Exhibit A – Supplemental Scope of Work
- Exhibit B – Design Program
- Exhibit C – ADA Early Design Guidance
- Exhibit D – AutoCAD Template
- Exhibit E – SPR Standards for Computed Aided Design (AutoCAD)
- Exhibit F – Surveying Standards
- Exhibit G – Department of Justice (DOJ) Citation List

The Work is subject to SPR review and approval. The Consultant shall confer with SPR periodically, during the progress of the Work, and shall prepare and present such information and materials (e.g. detailed outline of completed Work) as requested by SPR to determine the adequacy of the Work or the Consultant's progress.

A. CONSTRUCTION BUDGET/CCA

The Construction Contract Amount (CCA) for this project is [insert written dollar amt.] Dollars (\$). The CCA remains constant throughout the project unless reestablished in writing by SPR and confirmed by Amendment to this Agreement. Washington State Sales tax, construction contingency, surveys, tests, and all City administrative and miscellaneous costs are not included in the CCA amount. The Base Bid CCA shall be a minimum of 10% below the Construction Budget.

Additive Bid Items shall be included to reach the total CCA as approved by the Park Engineer or Project Manager.

B. CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. BASIC SERVICES

Provide professional services as hereinafter set forth, including the design and construction administration of the described project, within the identified budget; and the City shall compensate the Consultant and provide the services as hereinafter set forth, all in the interest of the project named under this Agreement.

The Consultant shall:

- a. Provide professional services consisting of the phases described below which may include, but not be limited to, necessary conferences and presentations, preparation of preliminary studies, site construction drawings, large scale detailed drawings, models, planting plans, specifications, maintenance manuals, the drafting of documents necessary for execution of contracts, the general administration and observation of construction for compliance with the contract documents and as-built drawings.
- b. Include in the design team all necessary subconsultants representing all disciplines required to fulfill the scope of this Agreement.
- c. Comply with the 2010 ADA Standards for Accessible Design or the most current ADA Standards and utilize the ADA Early Design Guidance Exhibit. Final bid documents shall have all ADA compliance documented including but not limited to one full sheet that includes information that clearly demonstrates accessible routes of travel, clear zones and slopes.

DELETE THIS BOX ONCE READ

Project Manager: Consult with ADA PM to identify if citations exist at your project site. If yes, include the statement below and work with the ADA PM to develop the correct exhibit. It's recognized that all projects may not be able to support this scope in full, but a good faith effort shall be made.

- d. Identify and correct the DOJ Citations listed in the attached Exhibit. Provide documentation of the work in the format provided.
- e. Assist SPR with incorporation of the Racial Equity Toolkit as it applies to the scope of work and as defined by SPR.
- f. With written direction to proceed from SPR after execution of this Agreement, complete the work products identified for each design phase in the number of calendar days provided or by the date specified. If a date is not specified, it is understood that the actual execution date of the Agreement and/or the time required by SPR to complete their review and approval for each design phase will

automatically revise the completion schedule established, if necessary, without amending this Agreement.

- g. The schedule for completion of the required design phase work products is as follows. Permit applications and all supporting documentation shall be submitted at the time appropriate for each type of permit to allow for adherence to the project schedule. Any change to the completion schedule listed below must be approved in advance and in writing by the Project Manager or the Division Director.

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Project Manager: You can adjust the specificity of the dates to correlate with your project. Ex. June 15, 2018 or June 2018. OR you can specify a number of days after the previous milestone; for example, Sixty (60) days after contract execution.

- i. Conceptual plans, early design research, site inventory and analysis, design concepts and design narrative. Submittal date is **[insert date here OR ()** calendar days after this contract has been approved].
- ii. Schematic plans and preliminary construction cost estimate: Submittal date is **[insert date here OR ()** calendar days after the Conceptual Phase has been approved].
- iii. Design Development plans, technical specifications and construction cost estimate: Submittal date is **[insert date here OR ()** calendar days after the Schematic Phase has been approved].
- iv. 60% Construction Document plans, technical specifications, construction cost estimate, and written responses to SPR Design Development comments: Submittal date is **[insert date here OR ()** calendar days after the Design Development Phase has been approved].
- v. 90% Construction Document plans, technical specifications, construction cost estimate, and written responses to SPR 60% Construction Document comments: Submittal date is **[insert date here OR ()** calendar days after the 60% Construction Document Phase has been approved].
- vi. Completed (100%) Construction Document plans, technical specifications, construction cost estimate and written responses to SPR 90% Construction Document comments: Submittal date is **[insert date here OR ()** days after the 90% Construction Document Phase has been approved].
- vii. Bid Documents: Revision to (100%) Construction Document plans, technical specifications, updated cost estimate, and written responses to SPR 100% Construction Document comments: Submittal date is **[insert date here OR ()** calendar days after the 100% Construction Document Phase has been approved].
- h. Coordinate this project to fully complement and support the project concepts as approved by SPR which are contained in the attached Exhibits.

- i. The Consultant may be required to submit a written status report with each request for payment required in accordance with Section 5, Payment Procedures, hereinafter contained. This does not supersede other requirements of this Agreement.
- j. At the completion of construction, submit the As-Built/Record Documentation as defined in this Agreement.
- k. Within thirty (30) days after final payment has been made to the Consultant for work performed on this Agreement, the Consultant shall submit to the City a completed *Final Consultant Contract Payments Reporting Form*, listing the name of and dollar amount paid to each sub-consultant utilized by the Consultant under the Agreement, as well as the dollar amount paid to the Consultant. A sample of the form is attached with this Agreement. Failure by the Consultant to submit the form as required may negatively impact the City's formal evaluation of the Consultant's overall performance on this Agreement.

2. SCHEMATIC DESIGN PHASE

The Consultant shall:

- a. In consultation with SPR and its representatives, review the Program requirements with respect to the budget of the project.
- b. Perform site inspections, interviews, conferences, presentations, research, analyses, and program reviews which may be necessary and are reasonable with respect to performance of the Consultant's obligations under the Agreement.
- c. Incorporate sustainable design principles potentially following LEED, Living Building Challenge or general sustainable practices. As applicable, reference the Capital Green Sustainability Checklist in the Design Program.
- d. Present to SPR Proview (design review meeting) at the conceptual and schematic design phases. The drawings shall consist of but not be limited to the concept and schematic plans, a site analysis and inventory, and a draft ADA compliance plan. Submit and present for approval one (1) electronic set of drawings, elevations, plans and supporting documents along with the probable estimated cost of construction for the proposed work for conceptual and schematic design phases. Submit this work electronically on a disk (large) or in an email ready size (12MB or less) or through E-Builder. Attend and present at each Proview meeting.
- e. Assist SPR with public outreach that specifically includes (3) community meetings throughout the design process starting with one meeting for information gathering, a second meeting to gather input on conceptual designs, and a third meeting the present and gather feedback on a preferred schematic design. Act as the content expert and provide all presentation materials necessary. SPR shall facilitate. The community meetings shall occur shortly after SPR Proview so the materials and concepts will be approved in advance.

- f. Revise the Conceptual and Schematic design plans, supporting documents and construction cost estimates as necessary incorporating all comments after review with SPR before proceeding to Design Development. Provide written responses to all comments.
- g. When applicable, coordinate with the artist for any artwork to be included with the project which may become a part of the Design Development Documents.
- h. When applicable, fulfill the requirements of the Seattle Design Commission including preparing and submitting materials and making presentations.
- i. Establish scale and survey controls with SPR prior to beginning schematic drawings.
- j. Prepare and present studies and sketches to include, but not be limited thereby, approximate location, size, and proposed grades of improvements such as driveways, parking areas, shelters, Community Centers, maintenance buildings, and other structural elements, fences, pools, irrigation systems, and shall indicate the general extent of lawn, trees, shrubs, and other plantings, to meet the functional and aesthetic needs of SPR. Work products provided by the Consultant for this design phase shall include all necessary conferences, investigations, drawings, documents as required by this Agreement which clearly portray the completed project.
- k. The Schematic Phase shall address all pertinent issues identified in this Agreement, including any permits or conditions.
- l. Provide an illustrative rendering of the Preferred Schematic Design in high resolution pdf format capable of being reproduced at full size without distortion. Provide a written design narrative describing the design criteria used and the philosophical design response. Provide schematic level cost estimates and responses to any Proview comments to date. Provide (1) electronic submittal.
- m. Proceed with the Design Development Phase upon written approval of the Schematic Design Phase and at the written direction of SPR.

3. DESIGN DEVELOPMENT PHASE

The Consultant shall:

- a. Provide written responses to all Schematic Design Review Comments.
- b. Consultant will refer to City of Seattle web site for SPR homepage to obtain most recent editions of Seattle SPR Standard Specifications, Details and Coversheets or this information will be provided to the Consultant by the Project Manager.
- c. Design Development Drawings and specifications shall start to fix and describe the size and character of all elements of the project in detail as to size, location, appearance, and finish.

All landscape, structural, mechanical, electrical systems, known utilities, ADA issues and LEED directions shall be outlined and shall be compatible with each other and the

completed project. The Design Development Phase shall include all necessary conferences, investigations, drawings, documents, and models which clearly portray the completed project and shall be based upon the approved Schematic Design.

- d. From this phase forward, the drawings shall provide all necessary sheets including a SPR approved cover sheet and survey. ADA compliance shall be demarcated on the plans per the ADA Exhibit. Other typical sheets/plans include but are not limited to: survey, demolition, construction stormwater controls (CSC), drainage, utilities, tree protection, , materials, civil/site utilities, electrical, irrigation, grading and drainage, site sections, site details, artwork, architectural, structural, mechanical, plumbing, planting, site restoration, and any additives or alternates. Work shall be completed using the most recent release of AutoCAD and using SPR most current CAD-requirements. Electronic drawings shall be submitted in AutoCAD and in pdf format. The pdf format shall be as individual sheets plus all sheets compiled. All CAD-prepared drawings shall be plotted on 24" by 36" bond for reproduction; all lettering shall be a minimum of 11 pts with the use of the most current release of Auto CAD.
- e. Present to SPR Proview (design review meeting) at the design development phase. Submit and present for approval one (1) set of electronic drawings, elevations, plans, responses to Schematic Design Proview Comments and supporting documents along with the probable estimated cost of construction for the proposed work and the outline specifications. Submit a memo outlining required permits and a narrative describing adherence to the most current City of Seattle Stormwater Code.
- f. Provide public presentations of Design Development Phase per the requirements of the attached Exhibits.
- g. Coordinate with the artist the artwork to be included with the project which may become part of the construction documents if applicable.
- h. Upon approval of the Design Development, and at the written direction of SPR, proceed with the Construction Documents Phase.

4. CONSTRUCTION DOCUMENTS PHASE

The Consultant shall:

- a. Provide written responses to all Design Development Phase Review comments.
- b. Prepare all drawings, specifications, cost estimates, and other documents necessary to support a contract for the construction of the project as defined in the approved Design Development Phase. Said drawings and documents shall be prepared in accordance with the high professional standards of firms with comparable size and experience. Work shall be completed using the most recent release of AutoCAD. SPR shall provide the most current SPR details and specifications and these shall be used for the project.

- c. Utilize given baseline and grid information to station items on the construction drawings to be staked during the construction. All major items such as buildings, catch basins, manholes, curbs, walls, walks, underground utilities, etc., will be labeled with station and finish elevation. All designed curves will have at least two (2) parts of the curve labeled so the surveyor can complete the field layout.
- d. Dimension all site plans showing locations for improvements from the baseline as shown on the topographic survey which shall be related to street monuments or property lines. The coordinates shown on the topographic survey shall be the control for interior dimensions except when modifying an existing structure.
- e. Prepare planting plans, if any, indicating the location of plant materials; said plans shall be accompanied by lists which state each plant's botanical and popular nomenclature, size, amount and description, all of which may be related to plant location by a numerical system.

DELETE THIS BOX ONCE READ

Project Manager: You must specify if you want the Consultant to complete Division 1 or not. If not, then you shall be responsible for completing it. Indicate below and remove the yellow highlight.

- f. Consultant shall prepare the construction manual of standard specifications divisions **1 or 2** and beyond as necessary for the project scope. The specifications shall include a cover page, a table of contents, division dividers and required appendixes. Using Word (*track changes function*) consultant will modify specifications to this project and submit electronic documents with track changes **on** to SPR electronically for review. Specifications shall also be submitted in pdf format with track changes **off**. A hard copy set shall be submitted with track changes **off**. This is typical throughout the submittal process.

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Project Manager: The language below directs the Consultant to deliver the sets electronically and you can then order the sets as needed, pay less, and have them delivered to all necessary locations through our b-contract reprographics house. If you want the Consultant to deliver hard copies then add it to the language below.

- g. Submit and present one (1) electronic set of 60% Construction Documents (plans, technical specifications, updated estimate of probable construction cost, supporting documentation and responses to all Design Development Phase comments (in the format provided by SPR)) for review and approval. Plans should include details of building, most of the interior elevations, window and door locations, building materials, selection of mechanical and electrical equipment, layout of ducting lighting and similar features shown and coordinated, layout of site elements including sewer and waterline locations and electrical and communication feeds to the building or within the site. Landscaping plans to show plant selections, irrigation system and details, defined location of planting beds, curbs and walks and parking layouts with ADA accessible access defined. Almost all technical specs are complete. Calculations for structural, mechanical and electrical designs submitted at this time. Provide detailed estimate of probable construction costs per established CCA. Use CSI format for detailed estimate.

DELETE THIS BOX ONCE READ

Project Manager: Use the following permit language to help define permitting needs but edit to customize to your project. If there aren't state or federal permits then delete (v.).

- h. Assist SPR with the following, as required by this Agreement:
 - i. Applying for any zoning variances, special exemptions, conditional uses, land use permits, and appealing any adverse determination there from;
 - ii. Applying for funding grants if applicable and defined in this contract; and
 - iii. Applying for required permits with the City of Seattle's Department of Construction and Inspection (SDCI) and making application to SDCI for the Master Use Permit, Construction Permit, Shoreline Permit and any other required permits. Assist SPR with all requirements from pre-application processes to final inspection. Assist in making application to SDCI by providing all required documents, including the following, but not limited to, required drawings and cover sheets, calculations, technical information, drainage reports and professional stamps. The permit shall document adherence to the 2016 Stormwater code requirements. Permit application(s) shall be made at the time that construction documents are sufficiently complete to maintain project timeline. SPR shall apply for the permits and be responsible for the fees.
 - iv. Applying for a City of Seattle Department of Transportation(SDOT) Street Use Permit (SIP) if applicable. The Consultant shall provide all required submittals and attend all required meetings from the pre-application process through final acceptance of the work. All work shall meet the requirements defined by SDOT's most current version of the Right of Way Improvements Manual (available online) and as determined during required SDOT SIP review meetings. The Consultant shall apply for the permit and SPR shall be financially responsible for permit fees.
 - v. Applying for any state or federal permits if applicable. The Consultant shall fulfill all requirements necessary to obtain the permit except SPR shall make the application and pay the fee.
- i. Submit and present one (1) electronic set of 90% Construction Documents (plans, technical specifications, updated estimate of probable construction cost, supporting documentation and responses to 60% Construction Document Phase comments (in the format provided by SPR)) for review and approval. These documents should be ready for construction with few exceptions. Final coordination will have been done by the designer between specifications and drawings, and among consultant disciplines. All elevations will have been checked for utility inverts and ADA requirements. Final LEED rating and all requirements for it included. All materials will have been identified and included in specifications. A final detailed estimate of probable construction costs will be provided within the Construction Contract Amount (CCA) shown in Section 3. A.
- j. Revise the 90% Construction Documents as may be necessary in accordance with written direction from SPR resulting from its review.

Submit two (2) hard copies and (1) electronic set of stamped and signed 100% Construction Documents (plans, technical specifications and updated estimate of probable cost, supporting documentation and responses to 90% Construction Document Phase comments (in the format provided by SPR)), for concurrent review by SPR and the Department of Finance and Administrative Services, City Purchasing and Contracting Services (CPCS). The drawings should have picked up and corrected all comments. The drawings should be stamped and signed. Using Critical Path Method (CPM) or other scheduling tool, determine the number of working days for the Construction Contract.

- k. Revise the 100% Construction Documents as may be necessary in accordance with written direction from SPR resulting from its 100% review. Provide one (1) set of corrected, stamped and signed Bid Set Construction Documents.
- l. When applicable, revise the Bid Set Construction Documents and cost estimates as may be necessary to satisfy any stipulation(s) raised as a result of circulation to City Departments and final review for signature by the Park Engineer and CPCS.
- m. Upon approval of the Construction Drawings, and at the written direction of SPR, proceed with the Bidding Phase.

5. BIDDING PHASE

The Consultant shall:

- a. Prepare and provide any design-related addenda or revisions to the Bidding Documents in the format provided by SPR. Provide electronic copies of addenda or revisions to SPR for distribution to plan holders. The Consultant's responsibility hereunder shall be paid for by the Consultant, unless addenda or revisions shall be requested by SPR beyond the original scope of Section 3, Scope of Work, B.1, Basic Services.
- b. Attend the pre-bid conference and provide written minutes of the meeting.
- c. Insure confidentiality of all cost estimates until bid openings have occurred.
- d. Revise the Construction Documents as necessary and as approved by the City to meet said Budget if the responsive bids exceed the Construction Budget as defined in Section 3, Scope of Work. This will be accomplished at the Consultant's sole expense, without additional compensation, including all reproduction and handling costs.
- e. The Bidding Phase is complete when the Construction Contract has been awarded by the CPCS or written notification is given by the City to the successful bidder.

6. CONSTRUCTION PHASE

The Construction Phase shall begin when an award has been made pursuant to Section 3, Scope of Work, 4, Bidding Phase, and end upon receipt of all requirements of this Agreement and when the final pay estimate has been paid to the Construction Contractor.

The Consultant shall:

- a. Administer the general construction contract in accordance with the approved Construction Documents and the City's current Public Works Standard Specifications in force at the time of the execution of this Agreement and the requirements identified in Section 3, Scope of Work.
- b. Advise and consult with SPR on all design related matters associated with the Construction Documents.
- c. Inform and consult with the Park Engineer or designated representative when any question, dispute, or disagreement between the Consultant and the Contractor arises and conduct all other communication with the City through the Project Manager or the designated representative.
- d. Observe the construction activities and the construction site as often as necessary to ensure compliance with the project schedule and contract documents.
- e. If the contract stipulates, furnish such laboratory tests, inspections, and subsequent reports as required by law and/or the Construction Documents as reimbursable services and expenses, Section 6, Payment, Paragraph D. The firm selected to provide these services must be properly qualified and approved in writing in advance by the City.
- f. Attend the pre-construction conference and provide written minutes of the meeting.
- g. Provide written observations to the Park Engineer or designated representative rejecting work that does not comply with construction drawings and documents, and require corrective work which shall be performed as soon as possible.
- h. Review and verify the contractor's Pay Estimates in a timely manner when received.
- i. Follow Division 1 requirements and respond in writing to requests by the contractor for information and/or clarification regarding the contract drawings and/or specifications. Any changes to either the contract drawings and/or specifications as a result of a request for information or clarification by the contractor shall be in writing with a copy provided to the Park Engineer or designated representative, and, if resulting in additional cost or contract time, must be confirmed through the normal Change Order process.
- j. Review shop drawings, select and approve materials and equipment, and secure the approval of same by SPR.
- k. Assist SPR in preparing modification proposals and Change Orders. Change Orders which are significant and constitute a scope addition requested by the owner will be considered extra work subject to Section 4, Expansion For New Work. Change Orders resulting from unforeseen conditions which are significant, not the result of oversights by the Consultant and/or incorrect information provided by owner, may be considered extra work and are also subject to Section 4, Expansion For New Work.

- l. Ensure that the Contractor's construction schedule is kept current and used as a construction guide and report on construction progress, in accordance with descriptive items noted on the schedule as part of the weekly site meetings.
- m. Attend regular site meetings and provide observation of work completed and in progress. The Consultant shall be responsible for preparing the minutes in a format to be provided by SPR of each meeting prior to the next meeting and forwarding to the Park Engineer or designated representative.
- n. Be responsible for organizing the punch list to establish substantial completion and the final inspection to establish physical completion for SPR. Provide the Park Engineer or designated representative with a copy of the final inspection notice prepared by SDCI stating that requirements of the building permit have been satisfied if a building permit has been issued.
- o. Review Contractor O&M submittal and review for adherence to specifications. Coordinate review with the Park Engineer. Deliver compiled comments to Contractor and request revisions as necessary until all comments have been addresses and final acceptance has been given by the Park Engineer.
- p. Attend and participate in post project evaluation meetings by SPR at the completion of the project and at the one year warranty period.
- q. Prepare as-built/record documents per the following:

The Consultant shall:

1. As a requirement to achieve Substantial Completion the Contractor shall submit to the Consultant the "As-builts" as recorded on a clean set of the Contract Documents per Section 01 78 39. In general, on larger projects, the Contractor shall have a survey of the X, Y, and Z components identified and provided for final "as-built" development. The Engineer shall confirm the level of "as-built" control to be done by the Contractor.
2. The Consultant shall then transfer the Contractor's "as-built" information onto the final Record Documents and submit to the Engineer as described as follows:
 - i. At thirty (30) days after Physical Completion of the Contract Work, the Consultant shall furnish Seattle SPR & Recreation (SPR) with the stamped and signed original drawings (on high quality bond paper) along with a CD of the Project Manual (Specifications) in Microsoft Word format.
 - ii. The Record Documents shall be burned onto a CD as electronic media that is compatible with AutoCAD 2017 version in accordance with the SPR Standard for Computer Aided Design (AutoCAD). All external references (xref's) shall be bound into the drawing files and the plot style (.ctb) files from all Consultants and Sub-consultants shall also be included if the SPR.ctb is not used. The drawings shall also be converted to either .pdf, or .tif files burned onto the same CD, so that they can be uploaded to the SPR Facility Plans Web site.
 - iii. Send 'record drawings' reflecting 'as-built' conditions to reprographics company of SPR' choice for reproduction on mylar. SPR will pay the direct cost of these mylar

drawings. Consultant shall sign and stamp mylar record drawings, and make one paper copy thereof (at consultant's cost). The final record drawings (mylar and one paper copy) shall be delivered to SPR, accompanied by a CD or DVD containing electronic copies of the record drawings and a MS Excel-based index file describing each drawing. The electronic drawings shall be provided in both AutoCAD (release 2017) and PDF formats. PDF documents must be single-page, one drawing per file. The index listing shall be provided using the Excel template provided by SPR, and shall include all the indexing metadata indicated within that template as appropriate for each drawing.

7. WARRANTY PHASE

Attend warranty walk through meeting scheduled by SPR, within one year of the date of physical completion of the construction contract as established by the Seattle SPR and Recreation Department. The Consultant shall be responsible for developing a list of warranty items to be corrected by the Construction Contractor, if any.

C. THE CITY'S SERVICES AND RESPONSIBILITIES

1. BASIC SERVICES

SPR representative for administration of the project shall be the designated Project Manager. All official communications shall be made through the designated Project Manager.

SPR shall:

- a. Provide the Consultant with the most current edition of the Standard Instructions to Consultants and the Index of Standards.
- b. Provide full available information of its requirements for design and construction of the project under this Agreement.
- c. Furnish a survey of this site which shall, where applicable, include the following: grades and lines of streets, alleys, pavements, and adjoining property, right-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours; locations and dimensions of existing buildings, other improvements, and trees; and full information concerning available service and utility lines.

DELETE THIS BOX ONCE READ

Project Manager: Leave paragraph 'd' below as follows if SPR is supplying soils or sub-surface investigations.

If not, delete paragraph 'd', making to sure to RELETTER the remaining items.

Check Section 3 B., 2. 'd', if the Consultant is furnishing soils information.

- d. Contract directly for Geotechnical, soils or sub-surface investigations as may be required including borings, pits, tests, analyses, and reports to determine subsoil conditions.
- e. Conduct its own architectural, engineering, legal, accounting, insurance, and auditing services as deemed necessary for the City's monitoring and control of the project.
- f. Conduct the Bidding Phase through the City's Contracting Services Division of the Department of Executive Administration.
- g. Furnish information and approvals as expeditiously as possible. Said information and approvals may include Design Commission review, required for the Schematic, Design Development and Construction Documents Phases, and Contracting Services Division approval, required for the construction documents, advertisement, contract award, and final acceptance stages.
- h. Furnish the services described in this section at its own expense.
- i. Pay permit fees unless the permit is the responsibility of the Contractor.

DELETE THIS BOX ONCE READ

*Project Manager: **REGARDLESS OF WHICH OPTION YOU CHOOSE; the following 3 paragraphs must remain – do not remove THE FOLLOWING 3 PARAGRAPHS!***

The Consultant is authorized to begin work upon execution of this Agreement by both parties, unless advised in writing by SPR to begin on another date.

Notwithstanding any other provisions of this Agreement, amendments to the Work shall be authorized only within the General Scope of Work for the Roster Category, and for additional work not foreseen at the beginning of the term of this Roster Agreement.

The Work shall, at all times, be subject to the City's general review and approval. The Consultant shall confer with the City periodically during the progress of the Work, and shall prepare and present such information and materials (e.g., a detailed outline of completed Work) as may be pertinent, necessary, or requested by the City to determine the adequacy of the Work or the Consultant's progress.

Section 4: 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 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. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

Section 5: INTERLOCAL COOPERATION ACT

DELETE THIS BOX ONCE READ

Instructions: This Section implements the Council intention to allow Interlocal Agreement sharing of contracts, when the Council amended the SMC in 2005. That being said, this language below can be remove and RESERVED placed as a title instead. This is not essential yet is reasonable to include if you anticipate this contract might be of interest for use by the contract entities.

RCW 39.34 allows cooperative agreements between public agencies and other political subdivisions, to share the work or results of work that each agency also has authority to independently perform. SMC 20.60.100 allows certain non-profits to also use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the City Purchasing and Contracting Services Division, those agencies may utilize City contracts in lieu of their own selection process, as long as the contract meets the requirements requires of their local and state law. The Consultant may accept or decline such Work. If the Consultant accepts work from another public agency using the City of Seattle Agreement as the authority, the Consultant shall offer the same prices, terms and conditions. The City of Seattle accepts no responsibility for the choice of an agency to utilize the City contract, or for payment or performance.

Section 6: PAYMENT

DELETE THIS BOX ONCE READ

To the Project Manager: A more detailed explanation should be inserted by your department. It must include the maximum amount to be paid to the Consultant per the Scope, and benchmarks for when certain progress payments will be paid.

Roster contracts dollar values are limited to <http://inweb/contracting/bidlimits.htm> .

This contract provides for a lump-sum payment negotiated based on cost to complete the Scope of Work, and shall include only those costs allowed under Part 31 of the Federal Acquisition Regulations (FAR), which are incorporated by reference. Total compensation under this Agreement shall not exceed the following unless modified by a written amendment to this Agreement.

A. CONSULTANT FEE

1. The Consultant's fee for all Services and Responsibilities shall not exceed (spell out amount) Dollars (\$).
2. This Not to Exceed fee remains constant throughout the project unless changes are authorized as outlined in Section 4: EXPANSION FOR NEW WORK.

3. Direct costs incurred by the Consultant in performing the Services and Responsibilities described in Section 3, Scope of Work, are included in the Consultant's fee shown above.
4. Fees for extra work will be negotiated on a "lump sum" or "maximum not to exceed" basis in accordance with Section 4: EXPANSION FOR NEW WORK and 30: MISCELLANEOUS PROVISIONS A. Amendments.

B. DELIVERABLES

DELETE THIS BOX ONCE READ

To the Project Manager: Listed below is an example of benchmarks for when certain progress payments will be paid out. Select what work tasks and deliverables are needed. The current sample shown is sent out on the SPR Invoice Billing Statement For Professional Services. Be sure to customize the information below to meet the needs of your project.

3. SPR shall allow payments of the Consultant's Fee in accordance with the following:

20% at completion of Schematic Design Phase
15% at completion of Design Development Phase
35% at completion of Construction Document Phase
5% at completion of the Bidding Phase
25% at completion of Construction Phase
100% of the Consultant's fee for Services and Responsibilities

C. CONSULTANT COSTS

1. Compensation for extra services and/or additional direct costs that exceed the Consultant's fee shown above, shall be approved in advance, in writing, by Amendment.
2. Additional direct costs that have been approved in advance by Amendment shall be reimbursed without markup when supported by proper billings and invoices. Additional direct costs are limited to the following:
 - a. The expenses of traveling, living, and long distance calls.
 - b. The expenses of soils or sub-surface investigations including borings, pits, tests, analyses, and reports to determine subsoil conditions.
 - c. The expenses of laboratory tests, inspections, and subsequent reports.
 - d. The expenses of preparing for and attending additional public and or departmental meetings.
3. This contract is a payment negotiated on the basis of cost, and shall include only those costs allowed under Part 31 of the Federal Acquisition Regulations (FAR), the provisions of which are incorporated herein by reference.

D. REIMBURSABLES

Instructions: This section is the City travel policy. Delete, edit or keep. This should be used if there is travel or other reimbursables, and you do not have department-specific travel rules. Ensure every

and any federal contract requirement is expressed, if applicable and additional to Section 4 item B above. Check for duplication of specifications about these items and delete this working or those within your own documents, as you prefer. Delete this box after completing.

1. If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.
 - a. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
 - b. The billing for approved direct expenses shall include an itemized listing of charges supported by copies of original bills, invoices, expense accounts, subconsultant invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
 - c. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
 - d. **Airfare:** Pre-approved Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
 - e. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the “Incidental” portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts may be required as documentation.* The invoice shall state, “The meals are being billed at the Federal Per Diem daily meal rate”, and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
 - f. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse

for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- g. **Vehicle mileage:** Vehicle mileage will be reimbursed at the [Federal Internal Revenue Service Standard Business Mileage Rate](#) in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- h. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- i. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- j. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- k. For in-house expenses, the Consultant will provide backup documentation. Examples of these types of costs include copies and fees for rentals of specialized equipment such as surveying equipment, noise monitoring equipment and diving equipment. Any rental fees for equipment owned by the Consultant must have a standard backup rental rate sheet that applies to the Consultant's use of the equipment for clients.
- l. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred. Copies of all Subconsultant invoices that are rebilled to the City are required

E. PROMPT PAY

Definitions

- A. An invoice is considered received when it is date-stamped at point of entry into the department. 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.
- B. A payment is considered made on the day it is mailed or is available.
- C. Disputed items include such concerns as improperly prepared invoices, lack of appropriate supporting documentation, unapproved workers listed on the invoice, and unsatisfactory work product or services.

Prompt Payment to Consultant

- A. Timely Payment: Except as provided otherwise herein, payment for an invoice will be made to the Consultant within thirty (30) calendar days of receipt of the invoice.
- B. 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 only a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.
- C. 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

- A. Cut-Off Date: Except as provided otherwise herein, payment of any invoice from a subconsultant will be made 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.
- B. 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 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 upon receipt.
- C. Flow-Down Clauses: The Consultant shall require this provision in each subcontract of any tier.

F. SUBCONSULTANT PAYMENTS REPORTING REQUIREMENTS.

To the Project Manager: Mandatory. For questions call Steven Larson at 684-4529.

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.
<http://www.seattle.gov/contracting/registration.htm>.
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 the City Purchasing and Contracting Services (CPCS), City of Seattle, Department of Finance and Administrative Services at (206) 684-0444 for technical assistance in submitting the required reports.

Section 7: TAXES, FEES AND LICENSES

- A. 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.
- B. 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.
- C. 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.

Section 8: PAYMENT PROCEDURES

- A. Payment shall be made by the City to the Consultant upon the City’s receipt of an **invoice itemizing the number of hours worked and itemizing the Work elements performed** for the period covered by the invoice.

- B. The Consultant may submit monthly requests for payment (invoices) based upon that portion (percentage) of the Services and Responsibilities completed in each design phase. The invoice format and submittal procedure will be provided by the City.
- C. Requests for payments (invoices) of additional services as authorized by amendment shall be based upon that portion (percentage) of the additional services completed and shall be submitted with the requests for payment of the Consultant's fee.
- D. The Consultant's requests for payment shall be made to the attention of the Project Manager, and shall clearly define the amounts of the Consultant's fee, any approved amendments, total fee and total past payments, by phase billing of Consultant's fee, and for current phase billing of authorized additional direct costs due, if any. It shall be signed by an authorized representative of the Consultant and submitted in triplicate in the form prescribed by the City. Upon approval by the Superintendent, or designated representative, payment will be made to the Consultant.
- E. If there are any grant or loan monies involved in this Contract, the Consultant shall retain all required records for three years after the funding agency has audited the grant or loan. The funding agency shall be allowed access to such records for the same time duration.
- F. Third Party Beneficiary. If there are ever any Department of Ecology grant monies involved in this Contract, the State Department of Ecology shall be designated as an express third party beneficiary with full rights as such.

Section 9: ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

- A. All official notices under this Agreement shall be delivered to the following addresses (or such other address(es) as either party may designate in writing):

If to the City:

Attention: _____, Project Manager
 Seattle SPR & Recreation Department
 Planning & Development Division
 800 Maynard Ave S, 3rd Floor
 Seattle, Washington 98134-1336
 Phone: (206) _____ Fax: (206) 233-3949
 e-mail: _____

If to the Consultant:

Attention: _____ [name & title]
 _____ [consultant name]
 _____ [address]
 _____ [city/state/zip]
 Phone: () _____ Fax: () _____
 e-mail: _____

Section 10: FINAL CONSULTANT CONTRACT PAYMENTS REPORTING REQUIREMENTS

Within 30 calendar days after final payment has been made to the Consultant for the Work, the Consultant shall submit to the City a completed “Final Consultant Contract Payments Reporting Form” in the form attached to this Agreement or as revised hereafter by the City.

Section 11: EQUAL BENEFITS

This provision applies to all contracts valued at \$53,000 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.

Section 12: SOCIAL EQUITY REQUIREMENTS

Instructions: Select Option 1 or Option 2 for section B and delete the other. Option 2 requires an Inclusion Plan for contracts estimated at \$289,000 or more. Call Steven Larson at 684-4529 or Julie Salinas at 684-0383 if you have questions. Note: If the project is federally funded, different requirements may apply, e.g., instead of WMBE requirements, DBE requirements may apply. **Delete this box after completing.**

- A. **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.
- B. **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.

(Option #1 Inclusion Plan NOT required) Inclusion efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making schedule or requirement modifications that assist WMBE businesses to compete, targeted recruitment, mentorships, using consultants or minority community organizations for outreach, and selection strategies that result in greater subconsultant diversity.

(Option #2 Inclusion Plan IS required) 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.

- C. 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 206-684-4500.
- D. 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.

Section 13: 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.

Section 14: 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.

Section 15: INSURANCE

Notes to Project Manager: The insurance provisions included below are general purpose. For a consultant agreement, it may be necessary to increase or decrease the coverage's and requirements. Departments should evaluate, with the advice of FAS Risk Management, whether the types and amounts of insurance coverage below are appropriate for each contract. Departments must confer with the Risk Management office to determine the insurance requirements for consultant services that pose a medium or higher risk to the City. For more detailed descriptions of the Risk Management process for consultant contracts, including insurance documentation requirements, please refer to the Consultant Contracting Guidelines and/or Risk Management Inweb.

- Insurance certification and additional insured endorsement policy must be submitted to the City.** See attached "INSURANCE REQUIREMENTS AND TRANSMITTAL FORM."

- Insurance is required;** However, the 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.

Section 16: 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 supply or permit the Agency to copy such 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 persons or entity may perform Work under this Agreement.

Section 17: INDEPENDENT CONSULTANT

- A. 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.

- B. 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.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant. The Consultant will notify the City Project Manager 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.

Section 18: KEY PERSONS

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which consent shall not be unreasonably withheld. If, during the term of this Agreement, any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval shall not be construed to release the Consultant from its obligations under this Agreement.

Section 19: ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign or subcontract any of 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 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.

Section 20: CITY ETHICS CODE (SMC 4.16.010 TO .105)

- A. 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.
- B. 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.
- C. 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.
- D. 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.

Section 21: NO CONFLICT OF INTEREST

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.

Section 22: ERRORS AND OMISSIONS, 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 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.

Section 23: INTELLECTUAL PROPERTY RIGHTS

- A. 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.
- B. 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.

- C. 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.

Section 24: NON-DISCLOSURE AGREEMENT

Instructions: Select Option 1 or 2 and delete the other. Delete this box after completing.

Option 1 No Signed Non-Disclosure Agreement is required

Option 2 A signed Non-Disclosure Agreement is required and is attached and made part of this Agreement

Section 25: 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.

Section 26: 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 City's Project Manager. 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.

Section 27: TERMINATION

- A. For Cause: The City may terminate the 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.
- B. For Reasons Beyond Control of 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.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.
- D. 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.
- E. Actions upon Termination: if termination occurs 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.
- F. 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.

Section 28: CONSULTANT PERFORMANCE EVALUATION PROGRAM

The Consultant's performance will be evaluated by the City at the conclusion of the contract. The Evaluation template can be viewed <http://www.seattle.gov/contracting/docs/ccPE.doc> .

Section 29: 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 City Purchasing and Contracting Services (CPCS), 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:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. 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;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. 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;
- H. Failed to cooperate in a City debarment investigation.

The CPCS 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.

Section 30: MISCELLANEOUS PROVISIONS

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. 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/city-purchasing-and-contracting/social-equity/background-checks>.
- C. 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 Information Services (USCIS) regarding your City contract, Consultants shall notify the Parks Department Public Duty Office at (206) 915-6249 immediately.

Such requests include, but are not limited to:

- a. 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
- b. 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 Public Duty Officer is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

- D. 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.
- E. Americans with Disabilities Act (ADA): **[Delete the rest of the paragraph below and type in “RESERVED” if not applicable]** Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- F. Federal and State 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.

Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

- G. 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.
- H. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- I. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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 herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representative's affix their signatures below.

THE CONSULTANT
[TYPE CONSULTANT FIRM NAME-in CAPS, above]

THE CITY OF SEATTLE
SEATTLE SPR & RECREATION DEPARTMENT

By: _____
Signature Date
[_____ Type Name Here]
[_____ Type Title Here]

By: _____
Signature Date
Andy Sheffer
Director, Planning and Development Division

City of Seattle Business or Customer
Number: _____ **[Mandatory]**

Washington State Unified Business Identifier
(UBI) #: _____ **[Mandatory]**

Attachments
INSURANCE REQUIREMENTS & TRANSMITTAL FORM (rev. 10/23/15)
Exhibit A



City of Seattle CONSULTANT CONTRACT

INSURANCE REQUIREMENTS TRANSMITTAL FORM

CITY STAFF ONLY: COMPLETE ALL YELLOW FIELDS

Contract:	Contract Number:
Contract Manager:	Department:
	Telephone:

This Insurance Requirements and Transmittal Form shall serve as an attachment and/or exhibit form to the (“Contract”), and shall be interpreted and applied together as a single contractual instrument between the City of Seattle (“City”) and (“Consultant”).

CONSULTANT: SEND THIS FORM TO YOUR INSURANCE PROFESSIONAL TO COMPLETE THE GREEN BOX AND TO ENSURE COMPLIANCE WITH ALL THE COVERAGE REQUIREMENTS, TERMS AND CONDITIONS REQUIRED BY THE CITY OF SEATTLE.

INSURANCE REPRESENTATIVE — ATTACH THIS FORM TO INSURANCE CERTIFICATION SUBMITTED TO THE CITY

- **COMPLETE THESE FIELDS SO THAT WE MAY CONTACT YOU IF NECESSARY. (REQUIRED)**

NAME:	POSITION:
NAME OF COMPANY	
EMAIL:	TELEPHONE:
	FAX:
- **SEND ORIGINAL CERTIFICATION WITH COPY OF CGL ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING TO:**

THE CITY OF SEATTLE, SPR & Recreation Dept.
ATTN: Tamara Barnett
800 Maynard Ave So., 3rd Flr.
SEATTLE, WA 98134-1336

In the “Certificate Holder” field of the certificate of insurance, write “Attention: City of Seattle.”

CITY STAFF: Insert Contract Manager name and address as mailing address above.

Upon award of the Contract, the Consultant shall maintain continuously throughout the entire term of the Contract, at no expense to the City, the following insurance coverage and limits of liability as checked below:

A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:

- Commercial General Liability (CGL)** or equivalent insurance including coverage for: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury, Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of liability shall be \$ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage (“CSL”) \$2,000,000 Products/Completed Operations Aggregate \$2,000,000 General Aggregate \$1,000,000 each accident/disease—policy limit/disease—each employee stop gap/Employer’s Liability
- Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH **MINIMUM LIMITS OF LIABILITY OF \$1,000,000** CSL.
 - MSC-90 and CA 99 48 endorsements** required unless In-transit Pollution coverage is covered under required Contractor’s Pollution Liability insurance.
- Worker's Compensation** insurance for Washington State as required by Title 51 RCW.

B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:

- Umbrella or Excess Liability** “follow form” insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of \$ _____ CSL. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.
- Contractor’s Pollution Liability** insurance with minimum limits of liability of \$1,000,000 or \$ _____ CSL each claim.
- Aviation Liability** insurance with minimum limits of \$1,000,000 or \$ _____ CSL each occurrence.
- Watercraft/P&I Liability** insurance with minimum limits of \$1,000,000 or \$ _____ CSL each occurrence.
- Federal Maritime** insurance with:
 - U.S.L.&H.** minimum limits \$1,000,000 or \$ _____ .
 - Jones Act** minimum limits \$1,000,000 or \$ _____ .

- Professional Liability (E&O/Technical E&O)** insurance appropriate to the consultant's profession. The minimum limit shall be \$1,000,000 or \$ _____ each claim.
- Crime Fidelity, Theft, Disappearance & Destruction Liability (to include Employee theft, wire transfer, forgery & mail coverage, and client coverage)** with minimum limit \$1,000,000 or \$ _____ per occurrence and in the aggregate. Coverage shall include 'Joint Loss Payable' ISO form CR 20 15 10/10 or equivalent; and "Provide Required Notice of Cancellation to Another Entity' SIO form CR 20 17 10/10.
- Technology Errors & Omission (E&O) Insurance** including but not limited to security and privacy liability with minimum limit of \$1,000,000 or \$ _____ each claim.
- Information Technology –Cyber Liability (Network Security Liability and Privacy Liability)** with minimum limit \$1,000,000 or \$ _____ per occurrence and in the aggregate. Coverage shall include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Consultant's Internet and Network Activities including coverage for, but not limited to, the following events: an attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of Consultant's computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Consultant's computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner. Coverage shall include notification and other expenses incurred in remedying a privacy breach and costs to investigate and restore data.

C. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS: Consultant shall include "the City of Seattle" as an additional insured to all of the insurance coverage listed and checked above in Sections A and/or Sections B; which must also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the City, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by Contractor's insurance coverage to provide the City of Seattle additional insured coverage as set forth herein.

D. NO LIMITATION OF LIABILITY: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle's requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Consultant or any of the Consultant's insurers. The City shall be an additional insured as required in paragraph C. regarding the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.

E. REQUIRED SEPARATION OF INSURED PROVISION; CROSS-LIABILITY EXCLUSION AND OTHER ENDORSEMENTS PROHIBITED: Consultant's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Consultant's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Consultant's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Consultant's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. Consultant's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Consultant or reduced and/or offset against the Contract.

F. SUBSTITUTION OF SUBCONSULTANT'S INSURANCE: If portions of the scope of work are subcontracted, the subconsultant or subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified in this Insurance Transmittal Form are satisfied.

- G. NOTICE OF CANCELLATION:** The above checked insurance coverages shall not be canceled by Consultant or Insurer without at least forty-five (45) days written notice to the City, except ten (10) days' notice for non-payment of premium.
- H. CLAIMS MADE FORM:** If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of the Contract. The Consultant shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of the Contract, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Consultant's financial responsibility for liability for services performed.
- I. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- J. SELF-INSURANCE:** The City acknowledges that the Consultant may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term "insurance" wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Consultant shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
- K. EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):** Consultant must provide the following list of evidence of insurance:
- a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
 - b) An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL/MGL or other additional insurances required (and if required Consultant's Pollution Liability insurance policy).
 - c) A copy of all other amendatory policy endorsements or exclusions of Consultant's insurance CGL/MGL policy that evidences the coverage required.

At any time upon the City's request, Consultant shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, Consultant shall also cause a complete and certified copy of the requested policy to be timely furnished to the City of Seattle.

**NOTE: CERTIFICATES WITHOUT ATTACHED ADDITIONAL INSURED ENDORSEMENT
OR BLANKET ADDITIONAL INSURED WORDING COVERAGE FOR THE CITY OF
SEATTLE WILL NOT BE APPROVED!**

EXHIBIT A

DELETE IF NOT USED.

SUPPLEMENTAL SCOPE OF WORK

[enter in PROJECT NAME & WC #]
[DATED]

CONTRACT NO. PR19-_____