**City of Seattle**

      (Enter Name of Department)

**CONSULTANT AGREEMENT**

Title:       (Insert brief descriptive title for the consultant service)

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

***IMPORTANT:*** *This boilerplate is for contracts valued at $69,000 or less, including all amendments and is not appropriate for A&E or Consultant Roster Program contracts. For contracts less than $10,000, you may choose to use the “mini” contract template instead. If in doubt, use the standard/roster consultant agreement. Note: If the project is federally funded, the drafter needs to ensure compliance with all federal requirements and include all required federal contract clauses. For Federal Transit Administration (FTA) funded projects, see* [*https://seattlegov.sharepoint.com/fas/purchasing-contracting/Pages/Federal-Consultant-Funding.aspx*](https://seattlegov.sharepoint.com/fas/purchasing-contracting/Pages/Federal-Consultant-Funding.aspx) *for more information and to obtain the listing of required clauses.*

***Delete this box and red instructional text above and below after completing.***

This Agreement is made and entered into by and between the City of Seattle (“the City”), a Washington municipal corporation, through its       (insert name of City department or agency), as represented by the       (insert job title or Department head); and       (insert legal name and address of Consultant) (“Consultant”), a       (insert appropriate type of business: e.g. partnership, sole proprietorship, limited liability company, corporation, public benefit nonprofit) of the State of       (insert state in which the corporation is chartered) and authorized to do business in the State of Washington.

**Recitals:**

|  |
| --- |
| ***Instructions****:* *RECITALS give background and detail. This is not required but advisable from Law Department due to recent court cases (the Berg Case). The recitals allow anyone to pick up the contract and understand the intent. Write these carefully using plain English so they are clear and accurate. Add any information you think provides background and explanation; two below are recommended.*  *You may solicit only one company that you will consider for a contract, however soliciting several consultants may be a better practice for a given situation.*  ***Delete this box after completing****.* |

*The purpose of this contract is to INSERT; and*

*The Consultant was selected through INSERT (examples: the Consultant Roster for Category XXXXX, or …..through an SOQ issued by the City dated XX/XX/XXX, or ……..a Request for Proposal, ……or an Emergency, or ……a Sole Source, or ……a nonprofit exemption).  
  
In consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:*

**1. SCOPE AND TERM OF AGREEMENT**

***Instructions:*** *A relationship should exist between the SCOPE and PAYMENT section.*

*The Scope should show: (1) Department does not direct or control the Consultant work, and does not look like they are directly supervised as an employee would be. (I.e. no City employee performance evaluations, discipline, etc.). (2) The Consultant is not listed as an employee on a City org chart or directory and does not supervise or evaluate City employees. (3) The Scope should look different than work of City employees. (4) Consultant has equipment and usually works off-site and fixed, ongoing costs are not reimbursable.*

*Ensure compliance with Union requirements. Check any Collective Bargaining Agreement (CBA) to ensure contracting out conditions (i.e. peak load, cost savings or expertise not available within the City work force).*

*The SCOPE should be stated below if possible, but can use an attachment if it is too detailed to include here.*

***Delete this box after completing.***

Term of Agreement

***Instructions:******Select Option 1 or Option 2 below and delete the other****. Departments may choose* ***Option 1*** *for projects without strict deadlines. Contracts occasionally terminate before work is done, because the termination date on the contract expires. The amendment process can be disruptive, untimely and intensive. The language under* ***Option 1*** *eliminates those risks. However, it’s recommended you provide milestones or a project schedule with desired completion dates within the Scope of Work.*

*Departments may choose* ***Option 2*** *for projects with strict deadlines where timing is crucial. This may include projects for pre-construction services tied to a construction schedule; projects with specific milestones and/or deliverables tied to completion dates; projects with federal or levy funding.*

***Delete this box after completing.***

**OPTION 1** The term of this Agreement begins when fully executed by all parties and ends when work is completed and accepted by the City, unless amended by written agreement or terminated earlier under the termination provisions.

**OPTION 2** The term of this Agreement begins when fully executed by all parties and ends on      , unless amended by written agreement or terminated earlier under the termination provisions.

Scope of Services

The Scope of Work of this Agreement and the time scheduled for completion of such Work are as follows:       [INSERT Scope of Work. Note: When using **OPTION 1** for the Term of Agreement, it’s recommended you provide milestones or a project schedule with desired completion dates within the Scope of Work]

**2. CHANGES**

Either party may request changes to this Agreement. If the parties agree, such changes mutually agreed upon by and between the City and Consultant, shall be incorporated into the Amendment when signed by both parties.

**3. PAYMENT**

***Instructions****: Select* ***Option 1*** *or* ***2*** *below and delete the other. Payment should not exceed $69,000 including amendments. Insert additional payment procedures or instructions and/or select from one of the options below:*

***Delete this box after completing.***

1. **Option 1** The Consultant will be reimbursed at a rate of $     /hr. Total compensation under this Agreement shall not exceed $      unless modified by a written amendment to this Agreement. The parties agree that the hourly rate includes all direct, indirect, and fixed fees for the project.
2. **Option 2** 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 $      unless modified by a written amendment to this Agreement.
3. **Option 1** Payment Procedures: [INSERT your own language or use the following:] The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City’s receipt of an invoice containing the information listed below [INSERT or edit text for your project needs].
4. **Option 2** – for lump-sum payments Payment Procedures: The Consultant may submit an invoice to the City for the full payment amount upon completion of all Work. Invoices requesting payment for partial completion of Work will not be approved. Payment shall be made by the City to the Consultant upon the City’s receipt of a properly prepared invoice containing the information listed under PAYMENT PROCEDURES:
5. Payment is subject to the continuing appropriation authority of the Seattle City Council. Consultant agrees that there is no guarantee of a minimum amount of work or payment under this Contract.
6. **PAYMENT PROCEDURES**

***Instructions: EDIT AS APPROPRIATE FOR YOUR DEPARTMENT*** *and delete the highlighted text below after completion. This section should be developed and inserted by the department contracting for services. Below is a sample for departments to edit. Note that given Prompt Pay (section 5 below); you should not limit it to less frequently than once per month.*

***Delete this box after completing.***

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

|  |  |
| --- | --- |
| **If to the City:** | **If to the Consultant:** |
| City contact       Email       DEPARTMENT  PO Box  Seattle WA 98124-     XXXX | Firm Contact       Firm Name       Email       Firm Address |

**See attached checklist for further instructions.**

|  |
| --- |
| **Invoices must clearly display the following** (sub-consultants' invoices, if any, must also include this information): |
| * Invoice Date and Invoice Number * City Project Manager Name:   (Please do not put PM’s name in the address)   * Department Contract No. * Contract Title: * Period covered by the invoice * Task # and title * Employee's name and classification * Employee's all-inclusive hourly rate and # of hours worked * Total labor costs per task * Itemization of direct, non-salary costs (per task, if so allocated) * The following Sub-Consultant payment information will be provided (attach Sub-Consultant invoices as backup):   + Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).   + Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant). * Cumulative costs per task and for the total project |

1. **PROMPT PAY**

***Instructions:******Do not modify or remove this section****. For questions, call Steven Larson at 206-684-4529, Julie Salinas at 206-684-0383 or Krista Díaz at 206-684-0456.*

***Delete this box after completing.***

**Definitions**

1. 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.
2. A payment is considered made on the day it is mailed or is available.
3. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

**Prompt Payment to Consultant**

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

**Prompt Payment to Subconsultants**

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

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

1. **ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices under this Agreement to:

|  |  |
| --- | --- |
| **If to the City:** | **If to the Consultant:** |
| City Contact       DEPARTMENT  PO Box  Seattle WA 98124-4018 | Firm Contact       Firm Name       Firm Address |

1. **INDEMNIFICATION**

***Instructions:*** *This indemnification language is for any contract, whether engineering, architecture, or any other service. Departments can make decisions when modifying indemnification, and may ask Law for advice if you chose.*

***Delete this box after completing.***

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.

**8. INSURANCE**

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

**Option 1** 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.

**Option 2** Insurance certification and additional insured endorsement policy must be submitted to the City. See attached “INSURANCE REQUIREMENTS AND TRANSMITTAL FORM.”

**9. AUDIT**

Upon request, the Consultant shall permit the City and any other governmental agency involved in the funding of the Work to copy, inspect and audit all pertinent books and records related to the Work, including connected or related Work performed by subconsultants, up to six years after final payment.

**10. TAXES, FEES AND LICENSES**

Consultant shall obtain and pay all federal, state and local licenses required for the services rendered under this Agreement. Consultant shall pay all taxes arising out of or connected with the service described herein, and otherwise fulfill all statutory fiscal obligations required by law.

**11. INDEPENDENT CONSULTANT**

The Consultant is an independent contractor and is not intended to act in any way as a City employee. The parties agree the City has neither direct nor immediate control over the Consultant or the right to control the manner or means by which the Consultant performs the Work. Neither the Consultant nor any Consultant employee is deemed an employee of the City for any purpose. The Consultant is not authorized to act as an agent or legal representative of the City for any purpose. The Consultant is not granted express or implied right or authority to assume or create obligation or responsibility on behalf of or in the name of the City or to bind the City.

Use of City Office Space and Equipment: If the City determines it is in the City’s best interests for the Consultant to Work on City premises and/or with City equipment, the City may provide such premises and equipment. Such premises and equipment are provided exclusively for the project and shall not be used for any other Consultant purpose. In such event, the Consultant remains independent and is not acting in the capacity of a City employee. The Consultant will not work on-site at City offices for more than 36 consecutive months without written authorization from the City Project Manager. The Consultant shall notify the City Project Manager if she/he/they or any other Workers are known to be within 90 days of a consecutive 36-month placement on City property. If the City determines the use of City premises or equipment is not necessary to complete the Work, the Consultant will be required to work from its own office space or in the field, as necessary. The City reserves the right to negotiate a reduction in Consultant fees or charge a rental fee, based on the actual costs to the City, for the use of City premises or equipment.

**12. ASSIGNMENT**

Rights granted by this Agreement are personal in nature and may not be assigned or subcontracted without the written consent of the City.

**13. TERMINATION**

The City may terminate the whole or part of this Agreement by written notice. This includes but is not limited to such reasons as Consultant failure to meet schedules specified herein, if timely completion is improbable, impossible, not feasible or illegal, or for City’s convenience.

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.

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.

**14. DEBARMENT**

The City may debar the Consultant pursuant to the provisions of SMC Ch. 20.70. Consultant confirms it is not debarred or excluded from participating in any Federal-aid contract nor has any subconsultant used to perform this work. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification within the subconsultant records.

**15. COMPLIANCE WITH LAWS**

Consultant shall comply with all applicable laws, ordinances, rules and regulations and orders of the Federal government, State of Washington, King County and The City of Seattle. Consultant shall also abide by all rules, regulations and directives of the same or of any administrative agency with jurisdiction over the subject matter of this Agreement, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), and Chapter 20.45 (City Contracts – Non-Discrimination in Benefits).

**16. VIOLATIONS OF LAW**

Any violation of the requirements in Section 15 shall be a material breach of contract for which the Consultant may be subject to damages, sanctions, or other remedies as provided for under this Agreement or under applicable law. In the event Consultant is in violation of Section 15, Consultant may also be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

**17. SOCIAL EQUITY REQUIREMENTS**

Non-discrimination & Equal Employment Opportunity: 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.

Upon request, Consultant shall furnish a report to Purchasing and Contracting to implement this section, and will permit access to employment records, employment advertisements, application forms, other pertinent data and records as requested for investigation of compliance with this section.

The Consultant shall insert this Equal Employment Opportunity provision in all subcontracts executed under this Agreement.

Women and Minority Business: Consultant shall use all good faith efforts to promote and seek utilization of woman and minority businesses for any subcontracting within the contract scope of work. A woman or minority business 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 and subscribed to the City’s Procurement Portal at https://procurement.opengov.com/portal.seattle.

Efforts may include use of solicitation lists, advertisements in minority community publications, breaking requirements into tasks or quantities that promote WMBE utilization, making schedule or requirement modifications likely to assist WMBE firms, targeted recruitment, and using minority community and public organizations to perform outreach.

Paid Sick Time and Safe Time Ordinance: The Consultant shall be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-256-5297.

Personnel Conduct: Consultant will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. Consultant’s employees, agents, and subcontractors will be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Consultant for misconduct or incompetent or negligent performance. Such persons will not be allowed to perform services under this Agreement without the written consent of the City.

Compliance with Americans with Disabilities Act (ADA) and other disability laws: If the Consultant is providing services, programs or activities to City employees or members of the public, the Consultant shall not deny participation or the benefits of such services, programs or activities to persons with disabilities on the basis of such disability. Consultant shall provide the services specified in this Contract in a manner that complies with Title II of the ADA and any and all other applicable federal, state and local disability laws and regulations at all times and at no additional cost to City, including but not limited to the Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701 et seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60.

The final project design shall comply with all applicable laws, building codes and regulatory requirements, including but not limited to the requirements of the Americans with Disabilities Act (ADA) as amended (42 U.S.C. 12101 et seq.), its regulations, standards and guidelines. In cases where Title II and III of the ADA differ, the design shall comply with the provision that provides the highest degree of access to individuals with disabilities. Additionally, in cases where the 2010 ADA Standards for Accessible Design and building codes and other regulations differ, the design shall comply with the standard that provides the highest degree of access to individuals with disabilities. It is the responsibility of the Consultant to determine the applicable code provisions.

Any violation of these requirements shall be a material breach of contract and grounds for immediate termination of this Agreement, and Consultant may be subject to damages, sanctions, or other remedies as provided for under this Agreement or under applicable law.

**18. CONSULTANT PERFORMANCE EVALUATION**

Consultant’s performance will be evaluated at contract conclusion. The City’s Consultant Performance Evaluation form is at <http://www.seattle.gov/contracting/docs/ccPE.doc>

**19.** **MISCELLANEOUS PROVISIONS**

1. Background Checks and Immigrant Status: The City may require background checks for the Consultant, as well as some or all of their employees and contracted workers who 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, and immigrant status for contract workers. The policies are incorporated into this Agreement and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.
2. Federal Immigration Enforcement Notification Requirements:
   1. This Section applies to Consultants and their employees and contracted workers who (i) are working at City facilities and properties, or (ii) have access to City records, databases, technology, or information systems.
   2. As used in this Section, “Federal Immigration Authority” means an employee or agent of any federal immigration agency, including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.
   3. Prior to responding to any requests from a Federal Immigration Authority for access to City property or City information provided to the Consultant through this Agreement, Consultant shall notify the City’s Project Manager immediately.

Such requests may include:

* + 1. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
    2. requests for City records, databases, technology or information (written or oral).
  1. Access to non-public areas or information shall not be provided without prior review and consent of the City. The Consultant shall request that the Federal Immigration Authority wait until the City’s Project Manager is able to verify the credentials and authority of the Federal Immigration Authority and direct the Consultant on how to proceed.
  2. Consultant shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this Section in all subcontracts for work under this Agreement.
  3. The requirements in this Section are intended to enable the City to verify that access to non-public City facilities, property, and information complies with federal and local law. Nothing in this Section shall be construed to require or permit any City employee, the Consultant, its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

1. Campaign Contributions (Initiative Measure No. 122): Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. For more information about the measure, please contact the Seattle Ethics and Elections Commission with questions at [ethicsandelections@seattle.gov](mailto:ethicsandelections@seattle.gov).

IN WITNESS WHEREOF, the parties have executed this Agreement by having legally binding representatives affix their signature below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CONSULTANT**  By | |  | **THE CITY OF SEATTLE**  By | |
|  | Signature Date |  |  | Signature Date |
|  | Type or Print Name |  |  | Type or Print Name |
|  | Title |  |  | Title |

**City of Seattle Business License Number:**

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

***Instructions: Sample Attachments are provided below with additional instructions in parenthesis. Modify the list for your project as needed.***

***Delete this box after completing.***

**Attachments**:

* Invoice Review Checklist
* SAMPLE Invoice Package (replace with Consultant’s invoice form if applicable)
* Consultant Questionnaire (required), <http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx> (must be returned with your signed Agreement)
* Insurance Transmittal Form (applicable when Standard or additional insurance is required)

**Invoice Review Checklist**

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

Send the invoices to the correct address:

**City Department Address/Invoice Recipient:**

*Note to Project Manager: Please amend this according to your department as to who should first receive the invoice.*

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

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

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

Ensure the Labor Rates match the most current approved rate sheet.

Ensure the Overhead Rate and Fee used in calculating personnel costs match the most current approved rate sheet.

Ensure the Direct Charges on the invoice are allowable by contract.

Eliminate unallowable costs *(e.g. Traveling Business or First Class, Alcoholic Beverages, etc.)*

Verify that personnel named are explicitly allowed for within the contract or most current approved rate sheet.

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

Check the math.

Ensure back-up documentation is adequate and complete.

Definitions

* Services‐ Deliverables or work performed by the consultant including analysis, advice, recommendations, report preparation, design development, and other specialized services.
* Direct Charges‐ Non‐Salary expenses that are necessary and directly applicable to the work required by the contract, for example, Travel & Per Diem, Reproduction Expenses, Office Supplies, and Sub-consultants.
* Contract End Date: Day contract expires.

**SAMPLE INVOICE.**

***Instructions:*** *Please amend this according to your department and contract needs. You may pull out the sample attached and instead use your own version*

**Every invoice should be submitted to clearly display all the following information. You may use the City format attached or your own invoice format, assuring that all the information on the sample is also easily found on your own invoice form. For an Excel version:**

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/SampleConsultantInvoiceByTask.xlsx>

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Consultant Contract Invoice By Task** | | | | |  |  |  |  |  |
|  | *For City use* |  |  |  |
| **Invoice Date** | | *Date* | | | |  |  |  |  |
| **Consultant Name** | | *Consultant Name* | | | |  |  |  |  |
| **Contract Number** | | *Contract #* | | | |  |  |  |  |
| **Contract Title:** | | *Contract Title* | | | |  |  |  |  |
| **Work Authorization #** | | *If Applicable* | | | |  |  |  |  |
| **Work Authorization Title:** | | *If Applicable* | | | |  |  |  |  |
| **Period Covered By** | | *Month/Day/Year to Month/Day/Year* | | | | **Consultant Mailing Address** | | |  |
| **Consultant Invoice No.** | | *#########* | | | | Street Address, Suite # City, State Zip | | |  |
| **Consultant Project #** | | *If Applicable* | | | |  |
| **Consultant Contact** | | *First Name Last Name* | | | | **Consultant Remittance Address** | | |  |
| **Contact Phone #** | | *(Area Code) ###-####* | | | | Street Address, Suite # City, State Zip | | |  |
| **Contact Email Address** | | [Name@Company.com](mailto:Name@Company.com) | | | |  |
| **PM** | | *Name of City PM* | | | |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Task # - Task Name** | | | | |  |  |  |  |  |
| **Salary Costs** | | |  |  |  |  |  |  |  |
| **Personnel** | | | **Classification** | | | **Hours** | **Raw Rate** | **Current Invoice Total** |  |
|  | | |  | | | 0 | 0.00 | **0.00** |  |
|  | | |  | | | 0 | 0.00 | **0.00** |  |
|  | | |  | | | 0 | 0.00 | **0.00** |  |
|  |  | **Subtotal Raw Rates Salary Costs This Task** | | | | |  | **$ -** |  |
|  |  |  |  |  |  | **Overhead** | 0.0% | **$ -** |  |
|  |  |  |  |  |  | **Fee** | 0.0% | **$ -** |  |
|  |  |  |  |  |  |  | **Total Direct Salary Costs This Task** | **$ -** |  |
| **Direct Non-Salary Costs** | | |  |  |  |  |  |  |  |
| **Item** | **Expense Category (List Subconsultants Separately)** | |  | **Notes** | | | | **Current Invoice Total** |  |
| 1 | **Travel & Per Diem** | |  | | | | |  |  |
| 2 | **Reproduction** | |  | | | | |  |  |
| 3 | **Communication** | |  | | | | |  |  |
| 4 | **Sampling & Testing** | |  | | | | |  |  |
| 5 | **Sub-Consultants** | |  | | | | |  |  |
| 6 | **Other** | |  | | | | |  |  |
|  |  |  |  |  |  |  | **Subtotal Direct Non-Salary Cost This Task** | **$ -** |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  | **Task # - Task Name** | | | | **Total Amount Due** | | **$ -** |  |
|  |  |  |  |  |  |  |  |  |  |
| **Task # - Task Name** | | | | |  |  |  |  |  |
| **Salary Costs** | | |  |  |  |  |  |  |  |
| **Personnel** | | | **Classification** | | | **Hours** | **Raw Rate** | **Current Invoice Total** |  |
|  | | |  | | | 0 | 0.00 | 0.00 |  |
|  | | |  | | | 0 | 0.00 | 0.00 |  |
|  | | |  | | | 0 | 0.00 | 0.00 |  |
|  |  | **Subtotal Raw Rates Salary Costs This Task** | | | | | | **$ -** |  |
|  |  |  |  |  |  | **Overhead** | 0.0% | **$ -** |  |
|  |  |  |  |  |  | **Fee** | 0.0% | **$ -** |  |
|  |  |  |  |  |  |  | **Total Direct Salary Costs This Task** | **$ -** |  |
| **Direct Non-Salary Costs** | | |  |  |  |  |  |  |  |
| **Item** | **Expense Category** | |  | **Notes** | | | | **Current Invoice Total** |  |
| 1 | **Travel & Per Diem** | |  | | | | |  |  |
| 2 | **Reproduction** | |  | | | | |  |  |
| 3 | **Communication** | |  | | | | |  |  |
| 4 | **Sampling & Testing** | |  | | | | |  |  |
| 5 | **Sub-Consultants** | |  | | | | |  |  |
| 6 | **Other** | |  | | | | |  |  |
|  |  |  |  |  |  |  | **Subtotal Direct Non-Salary Cost This Task** | **$ -** |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  | **Task # - Task Name** | | | | **Total Amount Due** | | **$ -** |  |
|  |  |  |  |  |  |  |  |  |  |
| **Task # - Task Name** | | | | |  |  |  |  |  |
| **Salary Costs** | | |  |  |  |  |  |  |  |
| **Personnel** | | | **Classification** | | | **Hours** | **Raw Rate** | **Current Invoice Total** |  |
|  | | |  | | | 0 | 0.00 | 0.00 |  |
|  | | |  | | | 0 | 0.00 | 0.00 |  |
|  | | |  | | | 0 | 0.00 | 0.00 |  |
|  |  | **Subtotal Raw Rates Salary Costs This Task** | | | | | | **$ -** |  |
|  |  |  |  |  |  | **Overhead** | 0.0% | **$ -** |  |
|  |  |  |  |  |  | **Fee** | 0.0% | **$ -** |  |
|  |  |  |  |  |  |  | **Total Direct Salary Costs This Task** | **$ -** |  |
| **Direct Non-Salary Costs** | | |  |  |  |  |  |  |  |
| **Item** | **Expense Category** | |  | **Notes** | | | | **Current Invoice Total** |  |
| 1 | **Travel & Per Diem** | |  | | | | |  |  |
| 2 | **Reproduction** | |  | | | | |  |  |
| 3 | **Communication** | |  | | | | |  |  |
| 4 | **Sampling & Testing** | |  | | | | |  |  |
| 5 | **Sub-Consultants** | |  | | | | |  |  |
| 6 | **Other** | |  | | | | |  |  |
|  |  |  |  |  |  |  | **Subtotal Direct Non-Salary Cost This Task** | **$ -** |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  | **Task # - Task Name** | | | | **Total Amount Due** | | **$ -** |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Total Amount Due This Invoice (Summary of All Tasks)** | | | | | | |  |  |
|  |  |  |  |  |  |  |  |  |  |