



The City of Seattle, Washington

Bond Counsel

REQUEST FOR PROPOSALS

RFP ISSUE DATE: September 20, 2012

RFP DUE DATE: 5 P.M. LOCAL TIME, October 12, 2012

**RFP DELIVERY
INSTRUCTIONS** One electronic copy to Michael Van Dyck via email:

michael.vandyck@seattle.gov

Glen M. Lee, Director of Finance

REQUEST FOR PROPOSALS FOR BOND COUNSEL

The City of Seattle, Washington ("City") is seeking one or more firms to provide legal services and opinions in connection with the City's issuance of bonds and other debt instruments by all City departments, including the City's electrical, water, drainage and wastewater, and solid waste utilities ("Bond Counsel"). The initial term of the engagement will be for two years with an option to extend for an additional two years, in the City's sole discretion.

1.0 BACKGROUND

Seattle is the largest city in Washington State. The elected officials of the City include a Mayor, nine City Council members, and a City Attorney. The Director of Finance is responsible for the City's debt management. The City operates four utilities: electric, water, drainage and wastewater, and solid waste.

The City's debt typically consists of general obligation and revenue debt, which are separately rated, including separate ratings for each utility. Each debt issue is reviewed by the City's Debt Management Policy Advisory Committee (DMPAC) and is authorized by ordinance. The Director of Finance is responsible for the sale of all authorized debt issued by the City. Bond Counsel and financial advisor consultants report to the Director of Finance and work closely in coordination with the City Attorney and departments issuing the debt.

The City's debt management policies designate competitive bid as the City's preferred method of sale, except for issues with complex circumstances.

The City's present unlimited tax general obligation bond ratings are Aaa by Moody's, AAA by Fitch IBCA and AAA by Standard and Poor's. The City's limited tax general obligation bonds ratings are Aa1 by Moody's, AA+ by Fitch IBCA, and AAA Standard and Poor's. Ratings on revenue bonds vary, but range from Aa3/AA- to Aa1/AA+.

The City had about \$900 million of general obligation bonds and \$3.2 billion of revenue bonds outstanding at the end of 2011. Typically, the City issues general obligation bonds annually and one series of bonds for each of its four utilities every other year (electric, water, drainage and wastewater, and solid waste).

2.0 SCOPE OF WORK

The scope of work to be provided by Bond Counsel includes, but is not limited to, the items listed under Section A2 SCOPE OF WORK in the form of Bond Counsel Agreement, attached as "Exhibit A" ("Scope of Work").

3.0 SPECIAL PROJECT WORK

The Director of Finance may request, in writing, that Bond Counsel provide legal services or opinions that are outside the Scope of Work, but which are related to the City's debt management and financing and evaluate or recommend potential financing

structures or strategies (“Special Project Work”). Special Project Work will be pursuant to a written agreement between the Director of Finance and Bond Counsel entered into prior to the commencement of the Special Project Work that outlines the scope and estimated cost of the Special Project Work. Special Project Work will be compensated at the hourly rates described in Section A5.B PAYMENT in Exhibit A, unless otherwise agreed to in writing by the Director of Finance. The City is only obligated to pay Bond Counsel for Special Project Work if it is pursuant to the requirements of this section.

4.0 PROPOSAL FORMAT

Responses to the RFP are limited to five typed pages.

5.0 PROPOSAL CONTENT

Experience and Qualifications

- 5.1 In two pages or less, provide a brief statement explaining why the City should consider your firm for Bond Counsel services, including your firm’s experience in providing legal services related to: a) general public finance, specifically in Washington State, b) relevant federal tax and securities laws, c) general obligation debt, specifically in Washington State d) revenue debt (including experience with related utilities), specifically in Washington State and e) special financings, e.g. tax credit subsidy bonds, public-private partnerships, etc. The respondent must have significant experience and capacity to provide legal services specifically related to public finance in Washington State under Washington State law.
- 5.2 Provide a listing of all cities, counties, or other governmental units in Washington State (or other areas, if relevant) for which the firm is currently under contract as bond counsel, including the lead attorney assigned to each. List the firm’s most recent experience as lead bond counsel since January 1, 2011 according to the form below.

Type	# of Issues Since 1/1/11	Aggregate \$ Value of Issues Since 1/1/11
G.O. Bonds & Notes: Fixed Rate, New Money		
G.O. Bonds & Notes: Variable Rate, New Money		
G.O. Bonds & Notes: Fixed & Variable Rate Refunding		
Revenue Bonds & Notes: Fixed Rate, New Money		
Revenue Bonds & Notes: Variable Rate, New Money		
Revenue Bonds & Notes: Fixed & Variable Rate Refunding		

L.I.D. Bonds		
Certificates of Participation		
Swaps or Other Derivatives		
Commercial Paper		

- 5.3 Provide the names, office location and qualifications and experience of the specific individuals who will be assigned to this contract, including their specific experience with public finance in Washington State and related Washington State law. Identify the lead attorney for the contract, as well as for the following work areas: general obligation bonds, Municipal Power and Light revenue bonds, Water System revenue bonds, Drainage and Wastewater revenue bonds, Solid Waste revenue bonds, tax issues, and securities/disclosure issues. Describe the anticipated division of duties among partners, associates, and paralegals. If any additional lawyers with your firm may be available for consultation, identify them and their specialized expertise.
- 5.4 Identify the partner(s) or principal(s) whose name and individual manual signature will appear on the legal opinions along with the firm name.
- 5.5 Provide at least two references each for: a) general obligation bond issues, b) revenue bond issues, c) Section 103 tax counsel, d) disclosure counsel, and one reference for e) adjustable rate bond issues, for which the firm has acted as bond counsel in Washington State. Provide the individual's name, agency, address and phone number for each reference.
- 5.6 Disclose any potential conflicts of interest as defined in Section A.12 CONFLICT OF INTEREST in Exhibit A, and any pending or threatened litigation or governmental investigation or inquiry, formal or informal.
- 5.7 Subcontracting. Identify any portion of the Scope of Work that you intend to subcontract. Bond Counsel shall promote and seek inclusion of woman and minority businesses for any subcontracting opportunities within the Scope of Work as a condition of any Agreement with the City. A woman or minority business is one that self-identifies to be at least 51% owned by a woman or a minority. If you will subcontract any portion of the work, provide a Women and Minority Business Inclusion Plan, the form of which is attached as Exhibit __, which will be included as a part of any final agreement (see Section A.8 SOCIAL EQUITY REQUIREMENTS of Exhibit A). The City reserves the right to approve any subcontract proposed for the Scope of Work.

Fees

- 5.8 The City intends to compensate Bond Counsel based upon the size and complexity of each financing, with a cap as described below and more particularly described in Section A5 PAYMENT in Exhibit A. Financings include issuance of bonds, notes, leases and other evidences of indebtedness.

Fees will be structured with a fixed dollar amount per type of issue, regardless of the issue size, and a fee based on the dollar size (par amount or, in the case of

For purposes of calculating fees, proposers should take into consideration the terms and conditions of payment outlined in Section A.5 PAYMENT in Exhibit A. Unless otherwise expressly noted in your proposal, the review panel will evaluate your proposed fees with reference to the terms of payment in Section A.5. A financing is considered to be a single issue as long as the various components of the issue are developed in a single process. Separation of the issue into two or more series, combination of new money and refunding portions, authorization by more than one ordinance and/or multiple closing dates would not affect the treatment of a financing as a single issue. See Section A5.A in Exhibit A for more detail on what constitutes a single issue.

For example: for a single general obligation issue of \$20,000,000 new money and \$10,000,000 refunding (for a total size of \$30,000,000), bond counsel’s fee would be calculated as follows:

$$\left(\frac{\$20 \text{ m.}}{\$30 \text{ m.}} \times \text{Rate for new money G.O. issues} \times \$30 \text{ m.} \right)$$

PLUS

$$\left(\frac{\$10 \text{ m.}}{\$30 \text{ m.}} \times \text{Rate for refunding G.O. issues} \times \$30 \text{ m.} \right)$$

= Bond Counsel fee

Any issue over \$150,000,000 will be deemed to be an issue of \$150,000,000 for purposes of fee calculation as more particularly described in Section A5.A in Exhibit A.

5.9 Additional fees if Bond Counsel prepares the Official Statement, as described in Section A2.S SCOPE OF WORK in Exhibit A. Please complete the matrix below.

For drafting, typesetting and managing production, and distribution of the official statement for bonds or other obligations, Bond Counsel shall be compensated, in addition to its bond counsel fee as set forth in Section A5.A in Exhibit A, as follows for each Official Statement:

Obligation Type:	First OS Bond Counsel is responsible for (or after 3 years since last POS or OS for same	Next POS (for same type of bonds dated within 4 mos. of Previous POS or OS.	POS (for same type of bonds) dated between 4 mos. and 3 years of last POS or OS
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	type*)		
General Obligation			
Revenue Obligations			
Bonds Guaranteed by City or with City Credit Enhancement			

* There are currently five types of official statements corresponding to each of the following obligations: General Obligations, City Light, Water, Drainage and Wastewater, and Solid Waste

No out-of-pocket costs paid to third parties shall be reimbursed, except where they are pre-approved in writing by the Director of Finance or his designee and are incurred in connection with the printing and distribution of the official statement. Bond Counsel will be paid from the proceeds of the debt issuance upon satisfactory completion of the project and submission of an invoice to the Director of Finance.

6.0 PRELIMINARY SCHEDULE

Request for Proposal Released ----- September 20, 2012
 Proposals Due ----- October 12, 2012
 Interviews (if any) ----- Week of October 22, 2012
 Selection----- By October 31, 2012

7.0 PROPOSAL SUBMITTAL REQUIREMENTS

One (1) electronic copy to Michael Van Dyck via email: michael.vandyck@seattle.gov

8.0 MODIFICATION, CLARIFICATION AND SELECTION

- 8.1 The City of Seattle will not reimburse the respondents to this request for any costs involved in the preparation and submission of proposals, or for preparation of and attendance at any oral interviews or presentations.
- 8.2 This Request For Proposal (RFP) does not obligate the City of Seattle to contract for any services.
- 8.3 The City of Seattle reserves the right to:
 - a) Request clarification of any proposal;
 - b) Modify or alter any of the requirements herein;

- c) Reject any or all proposals, waive immaterial irregularities or informality in any proposal, and reissue this or a modified RFP;
- c) Negotiate a contract with the selected firm(s), including changes in the selected firm's initial terms as outlined in the RFP response; and
- d) Terminate contract negotiations with a selected firm if unable to reach agreement.
- e.) Award more than one contract for any category of work outlined in the Scope of Work in Exhibit A, if it is in the City's best interests.

8.4 If the City is unable to reach final agreement with a firm initially chosen, the City reserves the right to select and negotiate with a firm or firms with the next most favorable proposal(s) until an agreement is reached or the City decides not to enter into an agreement under this RFP.

9.0 SELECTION PROCESS

The Director of Finance will make the final selection of one or more firms to be Bond Counsel to the City, after consultation with a review panel including the City Attorney, or designee. It is anticipated that the evaluation will consist initially of a review of the written RFP responses and then oral interviews, if any.

Once a firm is selected, the Office of the Seattle City Attorney may review any legal documents that are proposed to be executed, and the City may negotiate modifications or alternatives to those proposed.

10.0 METHOD OF PROPOSAL EVALUATION

All proposals will be evaluated by a review panel including, but not limited to employees from the Department of Finance and Administrative Services and the City Attorney's Office. After reviewing the written proposals, the review panel may, in its discretion, recommend one or more firms for an in person interview. The review panel will recommend the firm or firms anticipated to provide the highest quality of legal services to the City, giving consideration to the following criteria:

- a) Qualifications
- b) Experience
- c) Accessibility and location of the individuals to be assigned
- d) Cost of services*
- e) Expected level of service
- f) Clarity of proposal
- g) Demonstrated understanding of relevant Washington State law
- h) Demonstrated understanding of relevant Federal law
- i) Familiarity with City's various lines of business
- j) Other related factors, such as existence of conflicts of interest and willingness to sign form of contract

*Based on proposed fee structure applied to a hypothetical City issuance cycle, which would include three fixed rate revenue bond issues, each of which is \$100 million and one general obligation bond issue which is \$100 million.

11.0 CONFLICT OF INTEREST

See section A12.B CONFLICT OF INTEREST in Exhibit A and provide the initial listing of respondent's clients seeking permits, approvals or other interactions with the City that may be adverse to the City as may be required.

12.0 CONTRACT

The contract will be substantially in the form of Exhibit A. If a proposer is unable to agree to any of the terms in Exhibit A, the proposal must clearly indicate that fact, and should provide a rationale for rejecting the term and include any proposed language to replace the rejected term, if any.

13.0 INFORMATION

Questions regarding this RFP should be directed to Michael Van Dyck, Director of Debt Financing, (206) 684-8347.

Exhibit A

CONTRACT NO. _____

BOND COUNSEL AGREEMENT

Part A

Specific Terms and Conditions

THIS AGREEMENT is made and entered into by and between The City of Seattle, acting by and through the City's Director of Finance (the "City") and _____.

WHEREAS, the City is in need of legal services and opinions related to debt issued by the City and debt-related matters; and

WHEREAS, the City, on September 20, 2012, issued its Request for Proposal for Bond Counsel Services ("RFP"), and on October 12, 2012, Bond Counsel responded to the RFP with its proposal ("Proposal"), which was selected by the City; and

WHEREAS, the parties have since negotiated the remaining terms of this agreement,

NOW, THEREFORE, the parties agree as follows:

Section A1. **TERM AND CONDITIONS OF CONTRACT**

This agreement shall be in effect for a two-year term beginning November 1, 2012. Legal services will cover debt issues and debt-related matters initiated during the term of the Agreement and Special Project Work, as described herein, requested and agreed to during the term of this Agreement. This Agreement can be extended up to an additional two years until October 31, 2016, at the sole discretion of the City, by written notice from the Director of Finance to Bond Counsel. The City reserves the right to engage other bond counsel during the term of the agreement at its discretion for any debt or financing work of the City, including work described in Sections A2 and A3 below. Bond Counsel shall be entitled to continue to work, under the provisions of this agreement, on debt issues which are significantly underway (as reasonably determined by the Director of Finance) at the expiration of the term of this agreement until their completion or abandonment.

Section A2. **SCOPE OF WORK**

Bond Counsel shall be considered an attorney for the entire City and all its departments, agencies, branches, boards, commissions and offices and the City's lead contact for the scope of work will be the Director of Finance or his designee. The scope of work to be provided by Bond Counsel includes, but is not limited to the following:

- A. Providing written and oral instructions and advice to the City covering the procedural and legal requirements for each financing, and providing advice between financings on related legal matters including the effect of introduced, potential, and enacted legislation that might impact future financings;
- B. For each parity bond issue, reviewing prior parity covenants and recommending springing provisions as appropriate;
- C. Preparing draft and final authorizing resolutions, ordinances, notices of sale, arbitrage certificates, and all other closing documents; and presiding over bond closings;
- D. Consulting with the City's financial advisor, and reviewing any preliminary and final official statements to ensure that the documents are complete and accurate concerning procedural and legal matters; drafting sections of the official statements describing the bonds, any related financing documents, sources of repayment and security for the bonds, purposes of the bonds, and purpose and application of proceeds; drafting sections of the official statement summarizing the bond ordinance and/or resolution; drafting sections of the official statement describing tax exemption and other federal tax consequences; drafting sections of the official statement describing continuing disclosure; and advising City Council of the effect of introduced, potential, and enacted legislation that might impact the financing;
- E. Consulting with appropriate City departments associated with each debt issue to ensure that all legal matters associated with the issue are understood and provided for, with particular attention during the debt planning phase to explaining and ascertaining the existence of the legal requisites for tax exempt status; and instructing the City on compliance with provisions of all applicable federal tax laws;
- F. Attending, as requested, City Council and "DMPAC" meetings at which the debt issues are considered and attending bid openings and other meetings with City officials and staff as requested;
- G. Printing and delivering the debt instruments including reviewing and approving note and bond proofs to ensure that the obligations are perfectly accurate in every detail, or assisting the City in the issuance and delivery of book-entry obligations;
- H. Preparing and filing completed Internal Revenue Service forms such as the 8038 on behalf of the City and its utilities;
- I. Providing written opinions to the City and others at City request on the due authorization and validity of debt instruments and underlying documents, application of debt limits, and whether the debt instruments are valid and tax exempt, if appropriate;
- J. Providing an opinion to the City and others at the City's request that the sections of the

- Official Statement specifically identified in subparagraph D above are true and accurate, and correctly summarize the documents they purport to summarize; providing a 10b-5 opinion expressing that no facts have come to Bond Counsel's attention which would cause Bond Counsel to believe that the Official Statement is materially false or misleading or that material information was omitted; and providing other customary supplemental opinions;
- K. Providing detailed instructions for complying with arbitrage rebate reporting requirements, and assisting the City in preparing any information required by the Internal Revenue Service related to arbitrage reporting;
 - L. After delivery of bonds and/or notes, providing four (4) paper copies of all certificates, ordinances and affidavits associated with the bond sale (bond/note transcript) bound in 4 hard-cover 3-ring binders and four (4) copies on CD-ROM.
 - M. Assisting the City in meeting its obligations for continuing disclosure under SEC Rule 15c-12;
 - N. Providing legal assistance to the City for financing leases, conditional sales contracts and other borrowing arrangements, as requested;
 - O. Reviewing legal questions arising from post-issuance matters; performing such legal work as is necessary to resolve such issues;
 - P. Providing general legal advice to the City which is related to potential new debt financings but is not yet part of a specific debt issue, but shall not receive any specific payment therefore;
 - Q. Provide all notices and information required by bond insurers and secure their approval, as required when the City purchases additional bond or reserve policies.
 - R. Providing all other services normally performed by bond counsel; and
 - S. At the City's request, either for selected debt issues or for all, and in consultation with the Director of Finance, the City Attorney's Office and the City's other departments, prepare and have printed official statements and other similar offering disclosure documents, including supplements (collectively referred to below as "official statements") for City debt issues in compliance with applicable disclosure requirements and guidelines of the Municipal Securities Rulemaking Board and the Securities and Exchange Commission. Portions of the material for the official statement will be supplied by the City. City staff shall provide statistical and financial data and narrative descriptions, all regarding City government and its relevant departments and utilities. Other portions, including but not limited to all demographic and economic information, will be supplied by Bond Counsel. At the City's request, Bond Counsel will draft, typeset and manage production and distribution of both physical copies and electronic copies of the official statements for specified bond issues. Bond Counsel will provide a

closing opinion to the City and others at the City's request that includes a provision substantially in the form of: "We have been responsible for overseeing the drafting and distribution of the Official Statement, working with officials of the City (including the Department of Finance and Administrative Services, [relevant utility] and the Law Department) and representatives of [Financial Advisors]. We were primarily responsible for the following portions of the Official Statement: all descriptions of the Bonds, Use of Proceeds, Security and Sources of Payment for the Bonds, the description of tax laws for the City's revenue sources and laws concerning the City's debt capacity [for general obligation debt], the description of the property tax system [for general obligation debt], the description of initiative and referendum powers, Legal and Tax Information, and Other Bond Information [add other portions as applicable], and affirm that as of the Official Statement's date and of the date of this opinion, these portions were and are true and accurate, correctly summarize what they purport to describe, and neither contained nor contain any untrue or misleading statement of material fact nor omitted nor omit to state any material fact required to be stated therein for the purposes for which the Official Statement is to be used. Further, we were primarily responsible for the portion of the Official Statement describing Demographic and Economic Information; that portion is from sources we believe to be accurate. Without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in portions of the Official Statement for which we were not primarily responsible (for example, financial, engineering and operating information about the City [and the relevant utility]), no facts have come to our attention that caused us to believe that the Official Statement as of its date, or as of the date hereof, contained or contains any untrue statement of material fact or omitted or omits to state any material fact required to be stated therein for the purposes for which the Official Statement is to be used or necessary in order to make the statement therein, in light of the circumstances under which they were made, not misleading."

Bond Counsel shall provide the City only its own opinions on the matters enumerated above, not that of a subcontractor, unless specifically requested or authorized by the Director of Finance. All written work performed by Bond Counsel's subcontractor(s) during a financing shall have been reviewed and approved by Bond Counsel prior to dissemination to the City or other persons or entities.

Each opinion provided by Bond Counsel must be authored and signed manually in the individual name of a qualified partner or principal of Bond Counsel.

All draft documents prepared by Bond Counsel shall be provided to the City in Microsoft Word format showing all revisions black-lined against earlier versions as specified by the City.

Section A3. SPECIAL PROJECT WORK

The Director of Finance may request, in writing, that Bond Counsel provide legal services or opinions that are outside the scope of work detailed in Section A2 SCOPE OF WORK above, but which are related to the City's debt management and financing and evaluate or recommend

potential financing structures and strategies (“Special Project Work”). Special Project Work will be pursuant to a written agreement between the Director of Finance and Bond Counsel entered into prior to the commencement of the Special Project Work that outlines the scope and estimated cost of the Special Project Work. The Special Project Work will be compensated at the hourly rates described in Section A5.B below, unless otherwise agreed to in writing by the Director of Finance. The City is only obligated to pay Bond Counsel for Special Project Work if it is pursuant to the requirements of this section.

Section A4. CONDUCT OF WORK;SUBCONTRACTING

The work under this agreement shall be performed only by the individuals identified in Bond Counsel's Proposal unless Bond Counsel obtains, for each additional person, including subcontractors, the prior written approval of the Director of Finance or his designee. All work under this agreement, including that of subcontractors, shall be performed by or under the direct supervision and control of a partner or principal of the firm who has been individually identified in the Bond Counsel's proposal. Each partner or principal of the firm who has been identified in Bond Counsel's proposal accepts individual responsibility and liability for the work performed under this agreement.

Section A5. PAYMENT

A. Debt Issuance Fees

Debt issuance fees for services described in Section A2.A through Section A2.S shall be paid to Bond Counsel from the proceeds of the debt sales upon satisfactory completion of the project and submission to the Director of Finance of an invoice detailing the actual work performed. If the debt is not sold, Bond Counsel shall receive no fee for work on that proposed debt issue, nor will Bond Counsel's expenses be reimbursed. Bond Counsel shall receive no specific payment for work described in Section A2.P above. Bond Counsel shall be compensated for all services in Section A2.A through Section A2.S related to the City's issuance of debt according to the following fee schedule.

Type	Fixed Fee (\$ per Issue)	Variable Fee (\$ per \$1,000 of Issue Size)
G.O. Bonds & Notes: Fixed Rate, New Money		
G.O. Bonds & Notes: Variable Rate, New Money		
G.O. Bonds & Notes: Fixed & Variable Rate Refunding		
Revenue Bonds & Notes: Fixed Rate, New Money		
Revenue Bonds & Notes: Variable Rate, New Money		
Revenue Bonds & Notes: Fixed & Variable Rate Refunding		
L.I.D. Bonds		
Certificates of Participation		
Swaps & Other Derivatives		
Commercial Paper		

Bond Anticipation Note fee will be ____% of the total regular applicable bond fee.

Fees for other types of debt issues, not specifically detailed above, will be as agreed in advance of issuance by the City and Bond Counsel.

For purposes of calculating fees, a financing is considered to be a single issue as long as the various components of the issue are developed in a single process. Separation of the issue into two or more series, combination of new money and refunding portions, authorization by more than one ordinance and/or multiple closing dates would not affect the treatment of a financing as a single issue. Fees for a single issue with two or more series will be calculated on a pro-rata basis. If Bond Counsel prepares a bond ordinance that authorizes one or more series of bonds to be later specified by resolution, and if those later series of bonds are detailed by resolutions passed more than 30 days apart or close more than 30 days apart, then each series of bonds will be treated as a separate issue for purposes of the bond counsel fee, except that Bond Counsel will provide a 5% reduction in its fee on each series after the first one in order to take into account the fact that all series were approved by a common ordinance. On the other hand, if Bond Counsel prepares two or more separate bond ordinances that authorize one or more series of bonds to be later specified by resolution and if the bonds are sold either as a single bond series or as multiple series, backed by a pledge of the same fund, that close no more than 30 days apart, then all such series of bonds will be treated as a single bond issue for the purposes of the bond counsel fee (with prorating of the various components of the fee, if applicable), with the addition of a premium of 5% of the total issue fee for each authorizing ordinance after the first one. This situation is most likely to occur if the City authorizes new money and refunding bonds in separate ordinances, but sells the bonds in a single process as a single series or as two series that close no more than 30 days apart.

Furthermore, when one or more ordinances authorize multiple series of bonds and the separate series, were they to close within 30 days of one another, would be treated as a single issue for fee purposes as stated above, but at the time work on the second series begins, either party believes that separate series will be developed in a separate process, Bond Counsel and the City may prearrange in writing a separate billing arrangement. (New money and refunding series are not, for that characteristic alone, considered “developed in a separate process,” but fixed and variable series may be, depending on the circumstances). In the absence of such a special arrangement, the transaction will be treated as a single issue for purpose of the bond counsel fee (with prorating of the various components of the fee, if applicable).

Any issue over \$150,000,000 will be deemed to be an issue of \$150,000,000 for purposes of fee calculation. This will result in a prorating of fees when two different series or types of debt are issued in a single issue. For example, for a single general obligation issue of \$180 million new money and \$90 million refunding (for a total bond issue size of \$270 million), Bond Counsel’s fee would be calculated as follows:

$$\begin{array}{r}
 \underline{\$180 \text{ m.}} \\
 \$270 \text{ m.} \quad \times \text{ new money G.O. fee for \$150 million issue} \\
 \\
 \text{Plus} \\
 \underline{\$90 \text{ m.}} \\
 \$270 \text{ m.} \quad \times \text{ refunding G.O. fee for \$150 million issue.}
 \end{array}$$

Fees for bond sales over \$150,000,000 with more than one issue will be calculated on a pro-rata basis.

B. Special Project Work

For all Special Project Work under Section A3 above, Bond Counsel shall submit to the Director of Finance written invoices based on the following hourly fees:

Name of Individual	Hourly Rate

For work by subcontractor:

Name of Individual	Hourly Rate

Invoices for any work compensated on an hourly rate basis shall be accompanied by time and activity reports in a format acceptable to the City. The following is an acceptable format:

Name of Project Name of Individual Activity No. of Hrs Fee

C. Expenses

No out-of-pocket costs paid to third parties shall be reimbursed, except where they are pre-approved in writing by the City and are incurred in connection with the printing and distribution of the official statement as noted in Section A5.D below.

D. Official Statement Preparation and Printing

If the City requests Bond Counsel to provide services for drafting, typesetting and managing production, and distribution of the official statement for bonds or other obligations as described in Section A2.S above, Bond Counsel shall be compensated, in addition to its bond counsel fee as set forth in Section A5.A above, as follows for each Official Statement:

Obligation Type:	First OS Bond Counsel is responsible for (or after 3 years since last POS or OS for same type*)	Next POS (for same type of bonds dated within 4 mos. of Previous POS or OS.	POS (for same type of bonds) dated between 4 mos. and 3 years of last POS or OS
General Obligation			
Revenue Obligations			
Bonds Guaranteed by City or with City Credit Enhancement			

* There are currently five types of official statements corresponding to each of the following obligations: General Obligations, City Light, Water, Drainage and Wastewater, and Solid Waste

No out-of-pocket costs paid to third parties shall be reimbursed, except where they are pre-approved in writing by the City and are incurred in connection with the printing and distribution of the official statement.

E. General

Bond Counsel shall be responsible for payment of all business and occupation taxes or other taxes (including income taxes and any other taxes of any sort whatever except applicable retail sales and service taxes payable by law by the City) resulting from the performance of professional services work under this Agreement. The City shall be responsible, to the extent applicable, for the payment of any retail sales taxes imposed upon the sale of professional services provided under this agreement.

Section A6. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS

All notices and other material to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses unless modified by written notice:

If to the City: City of Seattle, Department of Finance and Administrative Services
 Michael Van Dyck
 Director of Debt Financing
 P.O. Box 94747
 Seattle, WA 98124
 Phone: (206) 684-8347

If to Bond Counsel:

Section A7. FINAL CONSULTANT CONTRACT PAYMENTS REPORTING REQUIREMENTS

Within 30 days after final payment has been made to Bond Counsel, Bond Counsel shall submit to the City a completed *Final Consultant Contract Payments Reporting Form*, listing the name of and dollar amount paid to each sub-contractor utilized by Bond Counsel under the terms of this Agreement, as well as the dollar amount paid to Bond Counsel. A sample of the form is attached to this Agreement as Exhibit __. Failure by Bond Counsel to submit the form as required may negatively impact the City's formal evaluation of Bond Counsel's overall performance on this Agreement.

Section A8. SOCIAL EQUITY REQUIREMENTS:

A. Nondiscrimination

Bond Counsel 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, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Bond Counsel shall make affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.

B. Equal Benefits

Bond Counsel shall comply with the requirements of SMC Ch 20.45 and the Department of Finance and Administrative Services Equal Benefit Program Rules implementing such requirements, under which Bond Counsel is obligated to provide the same or equivalent benefits ("equal benefits") to the domestic partner of employees as the Consultant provides to spouses of employees. At the City's request, the Consultant shall provide complete information and verification of the Consultant's compliance. Any violation of this Section A.8.B shall be a material breach, for which the City may (1) require Bond Counsel to pay liquidated damages for each day that Bond Counsel is in violation of SMC Chapter 20.45 during the term of the Agreement; or (2) terminate the Agreement; or (3) proceed with Debarment as stated in the Debarment Section of this Agreement; or (4) impose other remedies as provided for in SMC Chapter 20.45.

C. Subcontracting Inclusion Plan

Bond Counsel shall promote and seek inclusion of woman and minority businesses for any approved subcontracting opportunities within the contract scope of work. Bond Counsel agrees to make such efforts as a condition of the Agreement. A woman or minority business is one that self-identifies to be at least 51% owned by a woman or a minority. Such firms may be, but do not have to be, certified by the State of Washington. Bond Counsel's inclusion responsibilities shall include those commitments agreed upon between the City and the Consultant under the WMBE Inclusion Plan submitted with the Consultant Proposal and agreed upon by the City, attached as Exhibit __. The City reserves the right to approve any subcontractor.

Section A9. INDEMNIFICATION

Unless otherwise inconsistent with law, Bond Counsel agrees to defend and indemnify the City from any and all liabilities (including but not limited to, all claims, suits, actions, administrative proceedings and all attorney's fees, costs, losses, expenses, awards and judgments associated therewith) caused by the errors or negligent acts or omissions of Bond Counsel, its agents or employees, in connection with Bond Counsel's performance or lack of performance under this Agreement.

Bond Counsel agrees to indemnify the City from any and all liabilities (including but not limited to, all claims, suits, actions, administrative proceedings and all attorney's fees, costs, losses, expenses, awards and judgments associated therewith) resulting from actions taken against the City in connection with the City's award of a bond counsel contract pursuant to the City's issuance of a Request for Proposals for Bond Counsel, dated_____.

Section A10. INSURANCE

A. Required Insurance

Prior to undertaking any work under this Agreement, Bond Counsel, at no expense to the City, shall obtain and continuously maintain on file with the Department of Finance and Administrative Services, acceptable evidence of a policy or policies of insurance as listed below.

1. Commercial general liability insurance with minimum limits of liability of \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage.
2. Automobile liability insurance for owned, non-owned, leased or hired vehicles with minimum limits of liability of \$1,000,000 CSL .
3. Professional liability insurance ("errors and omissions") with minimum limits of liability of \$5,000,000 each claim. (See paragraph D.)
4. Worker's Compensation insurance for industrial injury to Bond Counsel's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

All deductibles or self-insured retentions are the responsibility of Bond Counsel. Deductibles or self-insured retentions in excess of \$50,000 must be disclosed and are subject to approval by the

City's Director of Risk Management.

B. Policy Conditions

Insurers must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the principal place of business of Bond Counsel or placed with an eligible surplus lines insurer in the state of Bond Counsel's principal place of business, through a surplus lines broker licensed in Bond Counsel's principal place of business, and approved by the City's Director of Risk Management as to insurer, form and coverage.

1. Commercial General, Automobile and Worker's Compensation coverage must be maintained in full force and effect throughout the entire term of this Agreement. (See paragraph D for Professional Liability coverage)
2. The City of Seattle shall be an additional insured, except for professional liability and Worker's Compensation insurance, for primary limits not contributory with its insurance or self-insurance.
3. Coverage shall not be cancelled without not less than 30 days notice of cancellation (10 days as respects non-payment of premium) or as otherwise provided in RCW 48.18.290.

C. Evidence of Insurance

The following documents must be provided as evidence of insurance:

1. An Acord or other form of certificate;
2. A copy of the actual endorsement or blanket additional insured policy wording that documents that "the City of Seattle" is an Additional Insured under the Commercial General Liability insurance policy.

D. Additional Requirement for Professional Liability Insurance

Bond Counsel shall obtain and continuously maintain on file with the Department of Finance and Administrative Services acceptable evidence of Professional Liability insurance related to and for the life of the bonds issued with a written opinion of Bond Counsel under this Agreement. If coverage becomes unavailable, or economically prohibitive, Bond Counsel shall purchase an extended reporting period ("tail") for claims made coverage or execute another form of guarantee acceptable to the City to assure financial responsibility for the remaining life of the relevant bonds.

E. Other Terms

Failure of Bond Counsel to comply with any of the terms of the above insurance provisions shall be considered a material breach of this Agreement and cause for (1) its immediate termination, or (2) a request for an order for specific performance. The parties agree that damages may be an

inadequate remedy and that specific performance is an appropriate remedy for breach of this obligation. This remedy shall survive the termination or expiration of this Agreement.

Section A11. EMPLOYMENT

Bond Counsel warrants that it has not employed or retained a company or person other than a bona fide employee working solely for Bond Counsel to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees or subcontractors working solely for Bond Counsel any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the City shall have the right to rescind this agreement without liability, or in its discretion to deduct from the agreement price the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section A12. CONFLICT OF INTEREST

- A. Bond Counsel shall be considered to be attorneys for the entire City of Seattle and all its departments, agencies, branches, boards, commissions, and officers.
- B. Bond Counsel shall notify in writing and seek written waivers from both the Director of Finance and the City Attorney in each instance as soon as Bond Counsel becomes aware that there may arise, there is, or there may be an actual or potential conflict of interest or if it is subject to litigation (or threatened litigation) or if it or any of its attorneys is the subject of a formal or informal governmental inquiry or investigation. Also, Bond Counsel may seek a waiver from both the Director of Finance and the City Attorney prior to seeking to undertake non-City legal work, when the City response to such a request would be useful to Bond Counsel. The City reserves the right to decline to waive an actual or potential conflict in each case.

Bond Counsel shall not engage in conduct that presents an actual or potential conflict of interest as defined in Section A12.C of this Agreement, unless both the Director of Finance and the City Attorney waive the conflict or potential conflict. The City recognizes that attorneys in Bond Counsel's firm from time to time represent clients seeking permits and approvals from City offices. Bond Counsel represents that all such representations that presently exist are shown in Exhibit __. The City agrees that the representations shown in Exhibit __ in and of themselves, do not currently constitute a conflict. Bond Counsel shall (i) every twelve months during the term of this Agreement provide the City with a then-current listing of all representations of clients seeking permits or approvals from City offices or contemplating or having any other type of interaction with the City, indicating by asterisk or other notation which of those clients have been added to the list since the last compilation provided to the City and also for which listed clients a new such matter has been undertaken since the last compilation, and (ii) promptly inform the City Attorney and Director of Finance of any representation of clients seeking such permits or approvals or of any other representation that in Bond Counsel's reasonable judgment has become or may develop into a situation adverse to the

interests of the City. Upon such notification under clause (i) or (ii), the City shall, within ten working days after full disclosure by Bond Counsel of the material facts, determine either that the representation does not constitute a conflict of interest or that a conflict does or may exist. If the City in its sole discretion determines that a conflict does or may exist, the City, at its option, may waive the conflict with or without specific conditions or limitations, may engage other bond counsel, or may terminate this Agreement. Such termination shall constitute "termination of agreement for cause" under Section B18.

C. At a minimum, a conflict of interest includes conflicts described in the Rules of Professional Conduct. Furthermore, under this Agreement with Bond Counsel, a conflict of interest will be deemed to exist whenever Bond Counsel or any of its subcontractors:

1. in any manner, directly or indirectly, participates in or benefits from a debt issuance transaction upon which Bond Counsel has provided or is providing advice, except for the payments from the City under this Agreement with the City;
2. provides advice or participates in any transaction that is, or would appear to a reasonable person to be, in conflict or incompatible with the proper duties of Bond Counsel as provided in this Agreement, or which would affect, or would appear to a reasonable person to affect, the independent judgment of Bond Counsel;
3. acts as underwriter's counsel for, or in any other capacity (other than as bond counsel to The City of Seattle) becomes involved with, any City-sponsored debt during the term of this Agreement without express advance written approval of the Director of Finance and the City Attorney. City-sponsored debt shall include debt issued directly by the City or by:
 - a. any agency, district, utility or other entity which is issuing debt wholly or partially guaranteed by the City of Seattle, or for which the City has pledged future expected revenues, or for which the City is providing debt service or credit enhancement, whether directly or indirectly; or
 - b. any agency, district, utility or other entity with respect to a project in which that entity is participating as a joint venture with The City of Seattle; or
 - c. any agency, district, utility or other entity in which the City exercises significant control (significant control shall generally mean 25% or more ownership); or
 - d. any agency, district, utility or other entity in which the City has a substantial financial interest (substantial financial interest shall

generally mean an agreement to purchase 25% or more of the output of a project for which the debt is being issued).

- D. Notwithstanding anything else in this Section A12, the City approves Bond Counsel's representation, as bond counsel, of public development authorities of the City with respect to projects or financings that do not fall within clause (a), (b), or (d) of subparagraph A12.C.3.
- E. Bond Counsel's failure to comply with this Section A12 shall be considered a material breach of this Agreement. The City may impose either or both the following sanctions for failure to comply with this Section A12: suspension of the contract and/or termination; or disqualification of Bond Counsel from eligibility for providing services to the City for a period of not to exceed two (2) years.

Section A13. ENTIRE AGREEMENT INCORPORATION

This agreement, including all schedules and attachments referenced herein, constitutes the entire agreement between Bond Counsel and the City. The City's Request for Proposal (Exhibit A) and Bond Counsel's Proposal (Exhibit B) are specifically incorporated as part of this agreement. Where there are conflicts between these documents, the controlling document will first be this agreement, then the RFP, and finally Bond Counsel's Proposal. This agreement supersedes any other existing or prior agreement or representation, oral or written, between the City and Bond Counsel except: _____ [enumerate existing unaffected contracts]

Part B

General Terms and Conditions

Section B1. AUDIT

Bond Counsel shall permit the City or any other governmental agency that is involved in the funding of a project (hereinafter referred to as "Agency"), from time to time as the City or Agency deems necessary (including up to six years after the final payment or release of withheld amounts has been made under this Agreement), to inspect and audit at any and all reasonable times in King County, Washington, or at such other reasonable location as the City or Agency selects, all pertinent books and records of Bond Counsel and any sub-consultants or other person or entity that has performed work in connection with or related to Bond Counsel's services under this Agreement to verify, among other things, that the compensation or other consideration provided to Bond Counsel has been appropriate, and that the contracted-for services were provided in a timely manner; and shall supply the City with, or shall permit the City or Agency to make a copy of any books and records and any portion thereof, upon the City's or Agency's request. Bond Counsel shall ensure that such inspection, audit and copying right of the City and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to Bond Counsel's services under this Agreement. All audit findings, except those for performance audits, will be governed by any applicable state and local laws or regulations.

Section B2. COMPLIANCE WITH LAW

A. General Requirement

Bond Counsel, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

B. Licenses and Similar Authorizations

Bond Counsel, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Taxes

Bond Counsel shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on Bond Counsel's interest in this Agreement and any leasehold interest deemed to have been created thereby under Chapter 82.29A RCW.

D. Use of Recycled Content Paper

Bond Counsel shall, whenever practicable, use recycled content paper on all documents submitted to the City.

E. Americans with Disabilities Act

Bond Counsel shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. In particular, if Bond Counsel is providing services, programs, or activities to City employees or members of the public as part of this Agreement, Bond Counsel shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

Section B3. ASSIGNMENT AND SUBCONTRACTING

- A. Neither party shall assign its obligations under this Agreement, in whole or in part, without an amendment to this Agreement.
- B. Neither party shall subcontract any of its obligations under this Agreement, in whole or in part, without the other party's written consent. Any subcontract made by Bond Counsel with the consent of the City shall incorporate by reference all the terms of this Agreement. Bond Counsel shall be responsible to ensure that all sub-consultants comply with the obligations and requirements of this Agreement.

Section B4. INVOLVEMENT OF FORMER CITY EMPLOYEES

Bond Counsel agrees to inform the City of any former City officer or employee who terminated City office or employment in the last twelve (12) months and who will be working on or subcontracting for any of the work under this Agreement. Bond Counsel further agrees that no work under this Agreement will be done by a former City officer or employee who terminated City office or employment in the last twelve (12) months preceding the rendering of his or her service under this agreement and who, in the course of official City duties, was involved in, participated in or acted on any matter related to this Agreement.

Section B5. AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

Section B6. EXECUTORY AGREEMENT

This Agreement will not be considered valid until signed by both parties.

Section B7. BINDING EFFECT

The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

Section B8. APPLICABLE LAW; VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

Section B9. REMEDIES CUMULATIVE

Rights under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

Section B10. CAPTIONS

The titles of sections are for convenience only and do not define or limit the contents.

Section B11. INVALIDITY OF PARTICULAR PROVISIONS

A judicial determination that any term, provision, condition, or other portion of this Agreement, or its application, is inoperative, invalid, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of this Agreement, nor shall such a determination affect the application of such term, provision, condition, or portion to persons or in circumstances other than those directly involved in the determination in which it is held to be inoperative, invalid, or unenforceable, and as to such other persons or in such other circumstances it shall continue in full force and effect.

Section B12. NO WAIVER

No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to Bond Counsel shall not be deemed a waiver of any right or the acceptance of defective performance.

Section B13. ERRORS & OMISSIONS; CORRECTION

Bond Counsel shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, statements, other documents, advice, designs, drawings, specifications, and other services furnished by or on the behalf of Bond Counsel under this Agreement, including any advice and other services furnished by and documents prepared by subcontractors. Bond Counsel, without additional compensation, shall correct or revise any

errors or deficiencies in the documents or other Consultant services immediately upon notification by the City. The obligation provided for in this section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.

Section B14. RESERVED

Section B15. CONFIDENTIALITY

Bond Counsel agrees that it will not permit the duplication, disclosure or dissemination of any City information and will keep all such information confidential, unless such duplication, disclosure, or dissemination is specifically authorized in writing by the City or by court order.

Section B16. DISPUTES

Any disputes or misunderstandings that may arise under this Agreement concerning Bond Counsel's performance shall first be resolved through amicable negotiations, if possible, between Bond Counsel's lead attorney for the contract and the City's Director of Debt Financing or if necessary shall be referred to the Director of Finance and Bond Counsel's Managing Partner. If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.

Section B17. TERMINATION OF AGREEMENT

A. Termination of Agreement for Cause

If, through any cause Bond Counsel shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Bond Counsel shall violate any of the covenants, agreements, assurances or stipulations of the Agreement, the City will have the right to terminate this Agreement by giving written notice to Bond Counsel at the address first noted herein of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, and reports prepared by Bond Counsel shall, at the option of the City, become the property of the City, and Bond Counsel shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, unless the bond issue is not sold; but in no event shall the compensation received under this section exceed the amount that would have been received if this Agreement had not been terminated. Notwithstanding the above, Bond Counsel shall not be relieved of liability to the City for damage to the City by virtue of any breach of the Agreement by Bond Counsel. The City may withhold any payments to Bond Counsel for the purpose of setoff until such time as the exact amount of damages due the City from Bond Counsel is determined.

B. Termination for Convenience of the City

The City may terminate this agreement, in whole or in part, by giving written notice to Bond Counsel at the address first noted herein of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described above, at the option of the City, shall become the City's property. If this agreement is terminated under this subsection, then for each debt issue that is closed after the termination date, Bond Counsel shall be compensated on an hourly basis at the rates described in sub Section A5-B above for work performed; provided, that such compensation shall not exceed 60% of the fee that Bond Counsel would have received pursuant to sub Section A5-A, had it closed the issue; provided further, that Bond Counsel shall provide a time and activity report in a format acceptable to the City. The City will not compensate Bond Counsel for partial work on an Official Statement Services, as describe in Section A5-D.

C. Termination by Bond Counsel

Bond Counsel, if asked by the City to take action inconsistent with Bond Counsel's ethical obligations, shall inform the City in writing in detail of the reasons why it believes the City's request is inconsistent with Bond Counsel's ethical obligations. If the City does not withdraw its request for Bond Counsel to take that action, Bond Counsel may withdraw from representation of the City after allowing the City 60 days during which to employ other bond counsel services. In that event, all finished or unfinished documents, data, studies, and reports prepared by Bond Counsel shall, at the City's option, become the property of and be surrendered to the City. If this Agreement is terminated under this subsection, then for each debt issue that is closed after the termination date, Bond Counsel shall be compensated on an hourly basis at the rates described in sub section A5.B. above for work performed; provided, that such compensation shall not exceed 60% of the fee that Bond Counsel would have received pursuant to subsection A5-A., had it closed the issue; provided further, that Bond Counsel shall provide a time and activity report in a format acceptable to the City. The City will not compensate Bond Counsel for partial work on an Official Statement in connection with Official Statement Services, as describe in Section A5-D

Part C
Signature Form

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 representatives affix their signatures below.

Additionally, Bond Counsel, being first duly sworn on oath, specifically agrees to the provisions of Sections A8, Social Equity Requirements of this Agreement, and certifies under the penalty of perjury under the laws of the State of Washington that the provisions of Section A8 of this Agreement are true and correct to the best of Bond Counsel’s knowledge and information.

THE CITY OF SEATTLE

By _____
Signature Date

By _____
Signature Date

Name

Glen M. Lee

Title

Director of Finance

City of Seattle Business License Number:

Washington State Unified Business Identifier Number (UBI):

Authorized by SMC 3.39.035.E

Funded by

Attachments:

- Final Consultant Contract Payments Reporting form
- Exhibit A – The City’s Request for Proposal
- Exhibit B – Bond Counsel’s Proposal
- Exhibit C – List of Existing Representations

[add Inclusion Plan as necessary]

City of Seattle
Department of Executive Administration– Contracting Services Division

Final Consultant Contract Payments Reporting Form
(to be completed within 30 days after final payment has been made to Bond Counsel)

Contract Title		Contract #:
Consultant's Business Name		Phone Number
List the Business Name of <u>all</u> Sub-consultants	Dollar Amount Paid	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Net Amount Paid to Bond Counsel (Total amount paid to Bond Counsel minus the amount paid to sub-consultants)	\$	

<p>_____</p> <p>Signature Name Title Date</p>
--

Instructions: Within 30 days after final payment to Bond Counsel, Bond Counsel should fill in the information requested above, indicating the dollar amount of work that was paid to each sub-consultant on this contract, and the net amount paid to Bond Counsel (total amount paid to Bond Counsel minus the amount paid to sub-consultants). If additional space is needed, please photocopy this form.

Return of Completed Form: Please return the completed form within 30 days of final payment to Bond Counsel by one of the following methods:

- **FAX** the form to: (206) 684-4511, Attention: Contracting Manager
- **MAIL** the form to:

City of Seattle
Contracting Services Division
700 5th Avenue, Suite 4112
P.O. Box 94687
Seattle, WA 98124-4687

Questions: If you have any questions about this form, please call (206) 684-0386.