

**CONSULTANT AGREEMENT NO. 25-018DS
BETWEEN
THE CITY OF SEATTLE
SEATTLE DEPARTMENT OF TRANSPORTATION
AND
NORTHWEST PASSAGE CONSULTING, LLC
FOR**

SEATTLE TRANSIT MEASURE (STM) STRATEGIC COMMUNICATIONS ADVISOR

This Agreement is made and entered into by and between the City of Seattle ("the City"), a Washington municipal corporation, through its Seattle Department of Transportation (SDOT), as represented by the Interim Director of the Seattle Department of Transportation; and Northwest Passage Consulting, LLC, **dba as** Northwest Passage LLC, 105 S Main Street, Ste 332, Seattle WA 98104 ("Consultant"), a limited liability company of the State of Washington and authorized to do business in the State of Washington.

RECITALS

The purpose of this contract is to provide communications and public relationship support to SDOT and City of Seattle leadership related to the renewal of the Seattle Transit Measure.

This is a Direct Select Contract in accordance with SMC 20.50.040. The ultimate value of this Agreement plus any amendments cannot exceed the City's current maximum Direct Select threshold.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins when fully executed by all parties and ends on **August 31, 2026**, unless amended by written agreement or terminated earlier under the termination provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Services") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Services are complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The specific Services for this Agreement and the time schedule for completion of such Services are described in **Exhibit A**, Scope of Work, which is attached to and made a part of this Agreement.

The Services are subject to City review and approval. The Consultant must confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed services) requested by the City to determine the adequacy of the Services or the Consultant's progress.

4. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for new work (services not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original solicitation as intended work for the Agreement) must comply with all of the following limitations and requirements: (a) the new work is not reasonable to solicit separately; (b) the new work is for reasonable purpose; (c) the new work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the new work is not significant enough to be reasonably regarded as an independent body of work; (e) the new work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not new work subject to these limitations, such as additional phases of work anticipated at the time of solicitation, time extensions, Work Authorizations

issued on an On-Call contract, and similar. New work must be mutually agreed and issued by the City through written Addenda. New work performed before an authorizing Amendment may not be eligible for payment.

5. RESERVED.

6. PAYMENT.

- A. 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. The Consultant will be reimbursed at a rate of **Five thousand Five Hundred Dollars \$5,500** monthly. Total compensation under this Agreement shall not exceed **Sixty Thousand Five Hundred Dollars (\$60,500)** unless modified by a written amendment to this Agreement.
- B. The Consultant shall be paid by the City for completed Services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for Services performed or Services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the Services specified in **Exhibit A – Scope of Work**, which is attached to and made a part of this Agreement. The Consultant shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). An estimate in support of the Agreement Amount is provided as **Exhibit B – Cost Estimate**, which is attached to and made a part of this Agreement.
- C. Compensation for Services shall not exceed the Total Contract Amount. For contracts where the Prime uses an audited overhead (ICR) rate, compensation shall be the sum of direct salary costs, direct overhead or indirect cost rates (ICR), direct non-salary costs, and fixed fee. SDOT allows for the addition of ICR or Overhead on Direct Labor only. For contracts where the Prime uses an all-inclusive rate, the compensation shall be the sum of the all-inclusive rates and any allowed direct costs.
- D. Payments of amounts due under this Agreement shall not relieve the Consultant of the obligation to perform services and/or work under this Agreement., in a satisfactory manner.
- E. Salary Adjustments and Staff Addition Requests
 - a. Consultants may submit staff salary adjustment requests, beyond that reflected in the contract, no more often than annually, beginning twelve months from the Execution Date of the Agreement. Consultant requests must be coordinated with their SDOT Project Manager and an SDOT Contract Specialist (DOT_CCU@Seattle.gov). Requests should be submitted no earlier than 30 days prior to the anniversary date of the Execution Date. Additionally, requests should be submitted no later than 30 days following the anniversary date of the Execution Date, for requests to be made effective at the contract anniversary date. Requests submitted and received following the 30 days after the anniversary date of the Execution Date, and subsequently approved, will be made effective the day the City received the request. At least twelve months must separate the effective dates of each salary adjustment on subsequent years. It is the Consultant's responsibility to request adjustments. For requests received after the twelve-month timeframe, retroactive adjustment to an earlier effective date is not allowed. The City must approve salary adjustments, in writing, prior to the Consultant including the adjustments in an invoice. Salary adjustments cannot increase the anticipated amount of the contract to exceed the Total Contract Amount.
 - b. The addition of new staff or removal of approved staff shall be addressed separately in coordination with Consultant's Project Manager and an SDOT Contract Specialist (DOT_CCU@Seattle.gov) at any time, and any addition will be evaluated as a new hire or new position.
- F. Direct Overhead / Indirect Cost Rate Documentation and Adjustment Requests
 - a. Consultants shall submit documentation substantiating their Indirect Cost Rate(s), preferably with a current WSDOT letter of overhead rates, but may use a Certified Public

Account review of the Consultant's indirect cost schedule, in compliance with Federal Acquisition Regulations Part 31 if a WSDOT letter is unavailable.

- b. Consultant and any subconsultant(s) shall submit updated indirect cost rates annually in accordance with the consultant's annual accounting period and in compliance with the Federal cost principles.
- c. Consultant may use WSDOT's Rate Effective Date Calculator at [Rate submittal process | WSDOT](#) to stay on top of submittal windows and timeframes for submitting updated ICRs.

6.1 PAYMENT PROCEDURES.

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 a properly prepared invoice containing the information listed below.

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

If to the City:	If to the Consultant:
SDOT Accounts Payable Seattle Department of Transportation PO Box 34996 Seattle, WA 98124-4996 Email: DOT_CCAP@seattle.gov	Monica Mace Northwest Passage Consulting, LLC 80 Yesler Way #310 Seattle, WA 98104 206-229-3012 Email: mmace@gmail.com

An invoice template is provided as **Exhibit F – Invoice Sample**, which is attached to and made a part of this Agreement. Both Consultant and subconsultant invoices must include the information reflected in the invoice template.

- A. Consultants will receive Notice to Proceed in the form of this executed Agreement. The Consultant shall not begin work prior to the execution date of the Agreement. The City reserves the right not to compensate the Consultant for work performed prior to execution of the Agreement.

The Consultant shall not perform work after the End Date of the Agreement. The City reserves the right not to compensate the Consultant for work performed after the End Date of the Agreement.

The Consultant shall invoice the City for work performed within ninety days of the Letter of Completion Date. Failing to do so may result in non-payment of the invoice.

The Consultant shall notify the City in writing of lost or otherwise unpaid invoices with ninety days of the Letter of Completion Date. Failing to do so may result in non-payment of lost or otherwise unpaid invoices.

- B. RESERVED. There are no grant monies attached to this Agreement.

6.2 REIMBURSABLES

If the Agreement or Work Authorization specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement. ***The Consultant shall submit copies of original receipts, logs or documentation with every invoice for which it is claiming expense reimbursement. Because the services are being paid monthly at a flat fee, the City expects that any pre-approved reimbursables or non-salary expenses are included in that flat fee and shall not be billed as extra costs.***

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract. **Such direct project costs may not be charged as part of overhead expenses.** The City shall reimburse *actual* costs only, and no markup shall be applied to such actual costs. Any approved reimbursables or direct non-salary costs must be captured in the Consultant's direct expenses in **Exhibit B**.

- B. The billing for approved direct expenses shall include an itemized listing of charges supported by copies of or original bills, invoices, expense accounts, subconsultant invoices, and mileage or meeting logs from the Consultant to support the expense with each invoice submitted for payment. All charges must be necessary for the services provided under this Agreement and preapproved by the City's project manager. Generally, the City does not reimburse for routine photocopying, cell phone charges, or mileage when Consultant travel is within 20 miles from Consultant office to project site, although the City may waive this at its discretion based on the individual project needs. These are considered the cost of doing business and included in consultant overhead. Exceptions may include downtown parking expenses, large scale copying of architectural/engineering plans, or phone charges where a dedicated line is required for a specific community outreach scope of work. Any such charges will be negotiated on an individual contract basis, and original receipts are required to support the expense.
- C. **Unallowable Direct Expenses.** Billing the City for the administrative and/or accounting time to produce an invoice is expressly not allowed. Invoicing is not a service deliverable in the contract and is always considered the cost of doing business included in consultant overhead. Billing the City for tasks including file setups, managing your internal budget and costs, preparation and negotiation of changes to the scope of work, fees, preparation of and discussion/negotiation about a request for adjustments in labor rates, overhead rates, staff additions or services and fees are not allowed. Billing for time for changing or reassigning personnel or subconsultants is not allowed. Relocation costs are not allowed. Other examples of unallowable consultant expenses include, but are not limited to, costs to adjust and resubmit incorrect invoices, time to get subconsultants under contract, travel and meal expenses not approved in advance, costs to compile and provide insurance documentation, costs to provide the City with access to necessary project documentation; consultant licenses fees, cell phones and WIFI, communication equipment and other company owned equipment, consultant professional development licenses, supplies or other items to be used on multiple projects, including, but not limited to cars, cell phones, books, tools, cameras, safety vests, basic office supplies and clothing for inclement weather are not allowed and are considered the cost of doing business, and other items as determined by the City's project manager.
- D. **Reserved.**
- E. **Certifications.** The City will not pay for Consultant certifications or professional development. Any required certifications will be specifically listed in the agreement Request for Qualifications.
- F. **Subscriptions and Licenses.** The City generally does not reimburse for subscriptions or licenses for software usage unless any such usage is required by the City. Certain IT or outreach contracts or others may require the Consultant to use certain software and may be allowable based on a case-by-case basis.
- G. **Reprographics.** Certain communications and outreach contracts may have heavier reprographic needs for scopes of work for public engagement and may be reimbursable if pre-approved by the Project Manager. *Receipts or in-house logs detailing the expense are required with each invoice if applicable.* Generally, the City does not reimburse for routine photocopying considered the cost of doing business and included in the Consultant's overhead.
- H. **Travel Expenses.** Certain travel expenses may be reimbursed when negotiated *in advance* as part of the Agreement for a Consultant traveling from substantially outside of the general service area of the Agreement. The City does not pay a flat fee per diem. Rather, any such *pre-approved* travel expenses will be reimbursed at the actual cost incurred up to a maximum of the published rates allowed by the U.S. General Services Administration for the appropriate geographical area and must be pre-approved by the City's Project Manager. See [Per Diem Rates | GSA](#). Original receipts must be provided. Such travel expenses may include:
- a. **Airfare:** Pre-approved Airfare will be reimbursed at the actual cost of the -airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required. The same policy applies to train, boat, rideshares or other transportation methods that offer upgraded means of travel such as business, first or luxury class: The City will reimburse for Economy or Coach or the equivalent of Economy for that respective travel method.

- b. **Meals:** Meals will be reimbursed only at the actual meal cost incurred up to a maximum of the published GSA Per Diem daily meal rate for the city in which the services are performed. *Original meal receipts are required as documentation.* The City will not reimburse for alcohol at any time.
- c. **Tipping:** Gratuities and tips for services for which a tip is customary including, but not limited to taxis, shuttles, and meals are limited to 20%. Regarding meals, the indicated per diem is a total that would include the tip.
- d. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published rates allowed by the **U.S. General Services Administration** for the appropriate geographical area. The current maximum allowed reimbursement amount can be found at the resource referenced above in this paragraph. Original receipts detailing each day / night lodging are required. The City will reimburse only for lodging and not reimburse for ancillary or incidental expenses charged to the room (e.g., movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.).
- e. **Rental or Leased Cars:** If allowed rental or leased car expenses will be reimbursed at the actual cost of the rental or lease with original receipt provided listing staff dedicated to the car. The City will reimburse for a standard car of a mid-size class or less, unless any such vehicles are not available, and an upgrade is provided at the standard rate. The City will not reimburse for ancillary expenses charged to the car rental (e.g., GPS unit). Rental or leased cars must be dedicated full-time to this project to be reimbursable. *Gas and mileage are included in rental and leased car agreements and are not allowed (see IRS tax regulations).* SDOT occasionally allows some rental or leased car expenses because some services, such as construction management, use vehicles as a field office.
- f. **Ride Shares:** The City may reimburse for a standard car (no upgrades) ride share if deemed necessary by the City's Project Manager. SDOT advocates for Consultant usage of Sound Transit and other public transportation options as available particularly for airport travel. Receipts are required for all ride shares.
- g. **Personal Vehicles:** If personal vehicles are used for travel in execution of the services under the agreement, consultant staff may request mileage reimbursement. Any such mileage cannot be from the staff place of residence and must originate from consultant offices. This is demonstrated with a mileage log showing dates of travel, start and end points and staff name. Gas is never allowed as it is part of the mileage reimbursement.
- I. **Vehicle mileage:** If approved by the City Project Manager in advance, vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: Payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket. Mileage is not allowed from individual staff places of residence to the project site. No car allowance fees are allowed for personal vehicles other than mileage. This is considered the cost of doing business. The City may make exceptions for certain outreach and community engagement contracts without an office nexus. Consultant shall provide a mileage log with each invoice supporting all mileage claimed. Mileage and gas are implicit in lease/rental fees; therefore, cannot be claimed.
- J. **Miscellaneous Travel** (e.g., parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses may be reimbursed if preapproved by the City's Project Manager. Any such expenses will be reimbursed at the actual cost incurred. *Original receipts are required for each expense.*
- K. **Miscellaneous other business expenses** (e.g., printing, photo development, binding): Other miscellaneous business expenses may be reimbursed based on the scope of work if pre-approved by the City's Project Manager. Any such expenses shall be billed at the actual cost incurred and may not include a markup. Standard, small scale, photocopying is considered the cost of doing business and is generally not reimbursable. The City will reimburse for large scale plan set printing if approved by the City's Project Manager. *Original receipts are required for all miscellaneous expenses.*
- L. **Rental Equipment:** The Consultant shall provide backup documentation. Examples of these types of costs include, but may not be limited to, fees for rentals of specialized equipment such as surveying equipment, noise monitoring equipment and diving equipment. The City will not reimburse rental fees for equipment owned by the Consultant. If the scope of work anticipates use of special equipment, the

Consultant shall submit the cost of equipment usage with its rate sheets included in the Agreement as Exhibit B. The City will not reimburse for equipment purchased by the Consultant (e.g. Field Office equipment such as Smart TV monitors or other like equipment.)

- M. **Subconsultant:** Subconsultant expenses shall be reimbursed at the actual cost incurred and no markup shall be applied. Copies of all Subconsultant invoices that are rebilled to the City are required.

6.3 PROMPT PAY.

Definitions

- A. An invoice is considered received when it is date-stamped as received by the office of the recipient who is designated within this contract. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.
- B. A payment is considered made on the day it is mailed or is available.
- C. 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

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

Prompt Payment to Subconsultants

- A. Cut-Off Date: Consultant will pay subconsultant invoices within thirty (30) calendar days of receipt of payment by the City. The Consultant may establish a monthly cut-off date of that subconsultants must submit an invoice to assure thirty (30) calendar day payment.
- B. Disputed Items: The Consultant may withhold payment for disputed items. The Consultant will promptly notify the subconsultant in writing, outlining disputed items, the amount withheld and actions the subconsultant must take to resolve the disputed item(s). Such withheld amounts are limited only to items in dispute. The subconsultant can request partial payment for the approved amounts, or that the Consultant delay their entire payment until a revised invoice is submitted to and accepted by the Consultant. The Consultant shall pay the revised invoice within thirty (30) calendar days of receipt.
- C. Flow-Down Clauses: The Consultant shall require this provision in each subcontract of any tier.

6.4 SUBCONSULTANT PAYMENTS REPORTING REQUIREMENTS.

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

- 1) The Consultant shall report the first Subconsultant payment report no later than the 15th of the first month following issuance of the first payment made by the City to the Consultant, unless otherwise specified by the department.
- 2) Subsequent monthly Subconsultant payment reports shall be submitted by the 15th day of every month thereafter.

- 3) The last Subconsultant payment report shall be marked as "Final" in B2GNow and shall be submitted no later than 30 Days after the expiration of the Agreement.
- 4) The Consultant shall require each Subconsultant to verify each payment through B2GNow.
- 5) The Consultant is responsible for ensuring that all Subconsultants working on the contract (WMBE and Non-WMBE) entered in the B2GNow System for payment reporting purposes.
- 6) The Consultant shall require each Subconsultant to register on the City's Online Business Directory prior to completing the first online report. [City of Seattle Procurement Portal](#)
- 7) The Consultant shall also require its Subconsultants to report payments made to any lower tier Subconsultants, if any, in the same manner as specified herein.
- 8) The City reserves the right to withhold payments from the Consultant for non-compliance with this section.

The Consultant may contact Christina Guros Contracting Equity Advisor at DOT.WMBE@Seattle.gov or the Purchasing and Contracting Division (PC), Department of Finance and Administrative Services at (206) 684-0444 for technical assistance in submitting the required reports.

7. TAXES, FEES AND LICENSES.

- A. The Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It is the Consultant's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, the Consultant shall pay and maintain in current status all taxes necessary for performance. The Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices and deliverable materials under this Agreement to:

If to the City:	If to the Consultant:
Jen Malley-Crawford Seattle Department of Transportation PO Box 34996 Seattle, WA 98124-4996 425-625-6735 Email: jen.malley-crawford@seattle.gov	Christian Sinderman Northwest Passage Consulting, LLC 80 Yesler Way #310 Seattle WA 98104 206-683-8380 Email: christian@nwpconsulting.com

9. EQUAL BENEFITS.

This provision applies to all contracts valued at **\$69,000** or above, including amendments. The Consultant shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Consultant to provide the same or equivalent benefits ("equal benefits") to domestic partners of employees as the Consultant provides to spouses of employees. At the City's request, the Consultant shall provide information and verification of the Consultant's compliance. Any violation of this Section is material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45. Consultant compliance is documented in its completed Consultant Questionnaire.

10. SOCIAL EQUITY REQUIREMENTS.

- A. Non-discrimination: The Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity,

political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated equally during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.

- B. WMBE Inclusion: The Consultant shall seek inclusion of woman and minority businesses (WMBEs) for subcontracting. A WMBE is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington but must be registered in the City Online Business Directory.

Inclusion efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making schedule or requirement modifications that assist WMBE businesses to compete, targeted recruitment, mentorships, using consultants or minority community organizations for outreach, and selection strategies that result in greater subconsultant diversity.

- C. Paid Sick Time and Safe Time Ordinance: The Consultant shall be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-684-4500.
- D. Other Labor Standards Requirements: The Consultant shall comply to the extent applicable, with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.
- E. Personnel Conduct: Consultant will ensure that its respective employees, agents, and subconsultants 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 subconsultants will be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subconsultant 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.
- F. 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 the requirements in Section 10.F 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.

- G. Title VI Statement: The City of Seattle, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

11. PROTECTION OF PROPERTY

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

12. INDEMNIFICATION.

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

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

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

13. INSURANCE.

The insurance certification is not required to be submitted to the City. However, the Consultant agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law. The Consultant shall provide evidence of insurance if requested by the City.

14. AUDIT.

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

15. INDEPENDENT CONSULTANT.

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

16. KEY PERSONS.

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

17. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment, or subcontract.

18. CITY ETHICS CODE (SMC 4.16.010 TO .105).

- A. The Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. The Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two years.
- C. The Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 4.16. The Consultant shall advise their Consultant Workers.
- D. The Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items

worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

- E. 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.

19. NO CONFLICT OF INTEREST.

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

20. ERRORS AND OMISSIONS, CORRECTIONS.

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

21. INTELLECTUAL PROPERTY RIGHTS.

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

22. NON-DISCLOSURE AGREEMENT

No Signed Non-Disclosure Agreement is required.

23. PROPRIETARY AND CONFIDENTIAL INFORMATION.

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

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

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

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

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

24. DISPUTES.

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

25. TERMINATION.

- A. For Cause: The City may terminate this Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of the Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.

- D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
- E. Actions upon Termination: if termination occurs and is not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred.

26. CONSULTANT PERFORMANCE EVALUATION.

The Consultant's performance will be evaluated by the City at the conclusion of the contract.

27. DEBARMENT.

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

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

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

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

28. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Background Checks and Immigrant Status: The City may require background checks for the Consultant, as well as some or all of their employees and subcontracted 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>.
- C. Federal Immigration Enforcement Notification Requirements:
- a. This Section applies to Consultants and their employees and subcontracted workers who (i) are working at City facilities and properties, or (ii) have access to City records, databases, technology, or information systems.
 - b. 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.
 - c. 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:
 - a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or
 - b. requests for City records, databases, technology or information (written or oral).
 - d. 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.
 - e. Consultant shall inform its employees and subconsultants of the requirements of this Section and shall include the requirements in this Section in all subcontracts for work under this Agreement.
 - f. 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 subconsultants to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.
- D. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.
- E. Federal, State, and Local Compliance: The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and officers, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), and Chapter

20.45 (City Contracts – Non-Discrimination in Benefits). Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

- F. Venue: This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of King County.
- G. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- H. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- I. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- J. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, Consultants Proposal, and Consultants WMBE Inclusion Plan, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the WMBE Inclusion Plan as adopted, the Consultant's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party based on such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

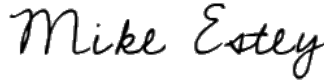
CONSULTANT
NORTHWEST PASSAGE CONSULTING,
LLC


Christian Sinderman (08/29/2025 07:15:59 PDT)

By

08/28/2025 By

THE CITY OF SEATTLE
SEATTLE DEPARTMENT OF TRANSPORTATION



Signature Date

Christian Sinderman

Type Name

Principal

Title

Signature Date

Mike Estey

Type Name

Transit & Mobility Manager, Seattle
Department of Transportation

Title

For Adiam Emery
Interim Director, Seattle Department of
Transportation

City of Seattle Business License Number: 549262
Washington State Unified Business Identifier Number (UBI): 602-114-999

Exhibits:

- ☒ Exhibit A – Scope of Work
- ☒ Exhibit B – Cost Estimate
- ☐ Exhibit C – RESERVED
- ☐ Exhibit D – RESERVED
- ☐ Exhibit E – Insurance Requirements Transmittal Form
- ☒ Exhibit F – Invoice Sample
- ☐ Exhibit G-1 –RESERVED
- ☐ Exhibit G-2 – RESERVED
- ☐ Exhibit H – RESERVED
- ☐ Exhibit I – RESERVED

**EXHIBIT A
SCOPE OF WORK
FOR
AGREEMENT NO. 25-018DS
STRATEGIC COMMUNICATIONS ADVISOR**

Introduction / Background

The Seattle Department of Transportation (SDOT) is engaging consultant services to provide strategic advice, internal coordination, stakeholder facilitation, community engagement and ongoing communications and public relations support to SDOT and City of Seattle leadership related to the development of a Seattle Transit Measure (STM) renewal proposal. Such support may include consultation with the Mayor's Office and coordination with key external stakeholders and community members to inform the renewal proposal and facilitate decision-making. The consultant will provide coordination and assistance throughout the STM package development process to contribute to its overall organization and success.

Scope of Work

1. City of Seattle Strategy Support

SDOT staff leading development of the STM renewal measure are engaged in numerous meetings and communications with internal subject matter experts and executive leadership within SDOT and other departments such as the City Budget Office (CBO), and the Mayor's Office (MO) that occur or are scheduled throughout every month from September 2025 through the filing of the City Council-approved ordinance with King County elections to ensure the measure is on the November 2026 ballot. The tasks and deliverables below constitute an understanding that the consultant will be engaged with the SDOT renewal measure team on an ongoing basis to support these meetings and this work every month.

- 1.1. Develop and implement strategic guidance for SDOT staff and leadership participation in meetings with City decision makers to determine scope and scale of measure, adapting to the changing needs of transit service in Seattle, future needs, and other transportation considerations.
- 1.2. Develop timelines, benchmarks for progress, and order of operations for stages throughout the planning process, beginning in September 2025.
- 1.3. Assist with the development of public opinion research tools, development of messaging, and key priorities for communications and engagement.
- 1.4. Coordinate internal strategy sessions to ensure consistent communication and cohesive positions between SDOT staff, City leadership, and external partners.
- 1.5. Advise on materials, briefings, and recommendations to guide SDOT and City leadership in critical decision-making related to STM renewal package development.
- 1.6. Coordinate and attend meetings with other contractors and vendors supporting the STM renewal package development process.
- 1.7. Attend STM renewal project team meetings with SDOT staff, City leadership, and external stakeholders.
- 1.8. Other duties as assigned.

Deliverables:

- Deliver actionable communications and associated inputs regarding strategies and approach in advance of key meetings as well as delivering key outcomes, next steps, and recommendations following strategic discussions and engagements.
- Support the development of briefing and other meeting materials.
- Ensure development of draft and final key messages to support STM renewal communication materials.
- At a minimum, the Consultant will attend and participate in the STM Renewal meetings at the cadence and locations listed below unless the contract manager has agreed in advance that consultant attendance is not needed.

STM Renewal Meeting Name/Type	Anticipated Meeting Length	Anticipated Frequency	Consultant Meeting Attendance Type*
SDOT Leadership/ELT	30 – 60 mins	2 – 4 times / month	In Person Preferred
SDOT/CBO/MO Connection	30 – 60 mins	3 – 5 times / month	In Person Preferred
SDOT STM Renewal Core Team or associated Working Groups	30 – 60 mins	2 – 6 times / month	Virtual Okay
MO SteerCo	60 – 90 mins	1 – 3 times / month	In Person Required
MO Pipeline	30 – 60 mins	1 time / month	In Person Required

* Meetings noted as *In Person Preferred* or *Required* are anticipated to take place at the Seattle Municipal Tower or at Seattle City Hall.

- These *City of Seattle Strategy Support* tasks assume the Consultant will provide a minimum of 15 hours of support per month. The number of hours of support needed to complete these tasks will be higher than 15 hours in some months of the contract.

2. External Relations Support

- 2.1. Assist in developing and executing community engagement strategies to foster public feedback on STM renewal package development.
- 2.2. Assist in identification of key stakeholders (individuals and organizations) and strategies for effective engagement.
- 2.3. Facilitate interactions with stakeholders to identify concerns, address issues, and build consensus in support of SDOT staff recommendations for STM renewal package development and Mayor's Office decisions.
- 2.4. Assist with convening stakeholders to shape the STM renewal package, receive feedback, and build community engagement and support for future action. Establish a schedule for meetings, briefings, feedback, and broader outreach, both in advance to shape approach and strategy, and after to assess effectiveness and any associated next steps.
- 2.5. Assist with the development of public opinion research tools, development of messaging, and key priorities for communications and engagement.
- 2.6. Coordinate and attend meetings with other contractors and vendors supporting the STM renewal package development process.
- 2.7. Other duties as assigned.

Deliverables:

- Ensure a community engagement strategy for STM renewal is developed and implemented that builds consensus in support of SDOT staff recommendations for STM renewal package development and Mayor's Office decisions.
- Deliver actionable communications and associated inputs regarding strategies and approach in advance of key meetings as well as delivering key outcomes, next steps, and recommendations following strategic discussions and engagements.
- Support the development of briefing and other meeting materials.
- Ensure development of draft and final key messages to support STM renewal communication materials.
- At a minimum, the consultant will facilitate the creation of and participate in key external stakeholder meetings two times per month.
- These *External Relations Support* tasks assume the Consultant will provide a minimum of 5 hours of support per month. The number of hours of support needed to complete these tasks will be higher than 5 hours in some months of the contract.

Schedule

This scope of work will be in place from September 2025 through July 31, 2026.

EXHIBIT B
CONSULTANT COSTS AND ESTIMATED HOURS
FOR
25-018DS
STRATEGIC COMMUNICATIONS ADVISOR

DIRECT SALARY

Milestone Task	Lump Sum
Monthly Fee September 2025- July 2026	\$5,500
Direct Salary (not to exceed)	\$60,500

**DIRECT NON-SALARY
COSTS:**

a. Travel & Per Diem ²	\$0.00
b. Reproduction Expenses	\$0.00
c. Computer Expense	\$0.00
d. Communication	\$0.00
h. Sampling and Testing	\$0.00
i. Subconsultants ³	\$0.00
j. Other	\$0.00

Non Salary Total: **\$0**

**GRAND
TOTAL¹:** **\$60,500**

Footnotes:

¹ Rounded to the closest whole dollar.

² **Mileage** paid at the current standard rate established by the Internal Revenue Service (IRS) (GSA Per Diem Rates). A mileage log showing the date, start and end locations by address, and total miles is required for any claimed mileage when using a personal vehicle. (See Attachment – Mileage Sample Log.) The City does not reimburse mileage on leased vehicles.

³ Attach **Consultant Costs & Estimated Hours** sheet for each subconsultant. No additional mark-up allowed.



City of Seattle CONSULTANT CONTRACT

INSURANCE REQUIREMENTS TRANSMITTAL FORM

CITY STAFF ONLY: COMPLETE ALL YELLOW FIELDS

Contract: Strategic Communications Advisor **Contract Number:** 25-018DS

Contract Manager: Jen Crawford-Malley **Department:** **Telephone:**

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

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

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

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

NAME:

POSITION:

NAME OF COMPANY

EMAIL:

TELEPHONE:

FAX:

- SEND ORIGINAL CERTIFICATION WITH COPY OF CGL ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING TO: THE CITY OF SEATTLE

ATTN: (IF BLANK, "RISK MANAGER")

P.O. BOX (IF BLANK, "P.O. BOX 94669")

SEATTLE, WA 98124- (IF BLANK, "-4669")

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

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

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

A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:

- ☒ **Commercial General Liability (CGL)** or equivalent insurance including using Insurance Services Office form CG0001 (12/07) or equivalent including: Per project aggregate, Premises/Operations Liability, Products/Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor's Liability, Stop Gap/Employers' Liability (coverage may be provided under a separate policy).

Minimum limits of liability shall be:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury, each offence

- ☒ **Commercial Automobile Liability** for owned, non-owned, leased or hired vehicles, as applicable, written on an ISO form CA 00 01 or equivalent WITH **MINIMUM LIMITS OF LIABILITY OF \$1,000,000** per occurrence for Bodily Injury and Property Damage.

MSC-90 and CA 99 48 endorsements are required if “pollutants” are to be transported.

- ☒ **Worker's Compensation** insurance for Washington State as required by Title 51 RCW.

\$1,000,000 Stop Gap/Employers' Liability, Each Accident, Disease – Policy Limit, Disease – Each Employee

B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:

- ☐ **Umbrella or Excess Liability** “follow form” insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of \$ _____ each occurrence and \$ _____ aggregate. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.
- ☐ **Contractor's Pollution Liability** insurance with minimum limits of liability of ☐ \$1,000,000 ☐ or \$ _____ CSL each loss and annual aggregate.
- ☐ **Aviation Liability** insurance for bodily injury, death, property damage, contractual and passenger liability with minimum limits of ☐ \$1,000,000 or ☐ \$ _____ CSL each occurrence.
- ☐ **Watercraft/P&I Liability** insurance with minimum limits of ☐ \$1,000,000 or ☐ \$ _____ CSL each occurrence.
- ☐ **Federal Maritime** insurance with:
- ☐ **U.S.L.&H.** minimum limits ☐ \$1,000,000 or ☐ \$ _____ .
- ☐ **Jones Act** minimum limits ☐ \$1,000,000 or \$ _____ .
- ☐ **Professional Liability (E&O/Technical E&O)** insurance appropriate to the consultant's profession. The minimum limit shall be ☐ \$1,000,000 or ☐ \$ _____ each claim.
- ☐ **Crime Fidelity, Theft, Disappearance & Destruction Liability (to include Employee theft, wire transfer, forgery & mail coverage, and client coverage)** with minimum limit ☐ \$1,000,000 or ☐ \$ _____ per occurrence and in the aggregate. Coverage shall include 'Joint Loss Payable' ISO form CR 20 15 10/10 or equivalent; and “Provide Required Notice of Cancellation to Another Entity” SIO form CR 20 17 10/10.

- ☐ **Technology Errors & Omission (E&O) Insurance** including but not limited to security and privacy liability with minimum limit of ☐ \$1,000,000 or ☐ \$ each claim.
- ☐ **Information Technology –Cyber Liability (Network Security Liability and Privacy Liability)** with minimum limit ☐ \$1,000,000 or ☐ \$ per occurrence and in the aggregate. Coverage shall include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Consultant’s Internet and Network Activities including coverage for, but not limited to, the following events: an attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of Consultant’s computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Consultant’s computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner. Coverage shall include notification and other expenses incurred in remedying a privacy breach and costs to investigate and restore data.

C. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS: Consultant shall include “The City of Seattle and its officers, officials, employees, agents and volunteers” as additional insured to all of the Liability insurance coverage listed and checked above in Section A and Section B, except Professional Liability, Employers Liability/Stop Gap, and Workers’ Comp. Additional Insured status shall include Products/Completed Operations. All insurance shall be primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the City, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by Contractor’s insurance coverage to provide the City of Seattle additional insured coverage as set forth herein. The City shall be additional insured for the full available limits of liability maintained by the Consultant, whether such limits are primary, excess, contingent or otherwise, irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to Section A and Section B describes limits lower than those maintained by the Consultant.

D. NO LIMITATION OF LIABILITY: Insurance coverage and insurance limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle’s requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Consultant or any of the Consultant’s insurers.

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

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

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

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



Consultant Contract Concurrence Memorandum

Once the document has been signed please return to Tillis, Angella 206-684-3094

Date: 8/26/2025
To: Reardon, Emily E
From: Malley-Crawford, Jennifer
Subject: Contract: 25-018 - STM Strategic Public Relations Advisor

Base Contract Information

Division: Transit and Mobility
Consultant: Northwest Passage Consulting, Inc.
Amount: \$60,500
Description of Work: See Exhibit A

Name	Initial	Date
Contract Manager		
Reardon, Emily	<i>Emily Reardon</i>	Emily Reardon (08/29/2025 09:04:32 PDT)
Other		