



TITLE VI ACCOMPLISHMENTS & GOALS REPORT

This outline is for LPA and other governmental entities to report Title VI activities that occurred over the past year and report Title VI goals for the upcoming year. Reports must be returned on or before due date to meet eligibility requirements for federal funding. Send to TitleVI@WSDOT.wa.gov

DUE DATES: Refer to Section 28.3 for scheduled reporting period and due date

Contact Information

Name and title of administrator (signature on Standard Assurances): Barbara Tolbert, City Mayor

Mailing Address: 238 N Olympic Avenue

City: Arlington WA Zip Code: 98223 County: Snohomish

Phone #: 360-403-3442 email address: btolbert@arlingtonwa.gov

Name and title of head of transportation-related services: Jim Kelly, Public Works Director

Mailing Address: 238 N. Olympic Avenue

City: Arlington WA Zip Code: 98223 County: Snohomish

Phone #: 360-403-3505 email address: jkelly@arlingtonwa.gov

Name and title of designated Title VI coordinator*: Kris Wallace, PW Staff Accountant

Mailing Address: 238 N Olympic Avenue

City: Arlington WA Zip Code: 98223 County: Snohomish

Phone #: 360-403-3538 email address: kwallace@arlingtonwa.gov

*When the Title VI coordinator changes, notify TitleVI@WSDOT.wa.gov within 30 days.

To comply with Title VI requirements, each annual report submission must include signed Standard Assurances (USDOT1050.2A).

Accomplishments

1. **Have there been any changes to the approved Title VI Plan that have not been reported to OEO? If Yes, please submit an update to the Title VI Plan with a new signature.**

There have not been any changes to the Title VI Plan.

2. **Organization, Staffing, Structure – Describe the Title VI Program reporting structure including the Title VI Coordinator, Administrative Head, and transportation-related staff. The list should include name, race, color, and national origin of each individual. Include the same details if your LPA has a volunteer or appointed board related to transportation decision making.**

Title VI Coordinator – Public Works Accountant – Kris Wallace, Caucasian
No Changes were made to the 2022 Organizational Chart, see Exhibit A

3. Community Demographics – Using a map of the LPA’s boundaries, describe the demographics of the LPA’s service area (e.g., race, color, national origin, low-income). List, by individual languages, the percent of the population(s) that is limited English proficient.

Race

<https://statisticalatlas.com/place/Washington/Arlington/Race-and-Ethnicity>

- White - 84.3% - 15.8K
- Hispanic – 7.7% - 1,448
- Black – 1.1% - 201
- Asian – 2.4% - 443
- Mixed – 2.9% - 541
- Other - 1.7% - 318

Language

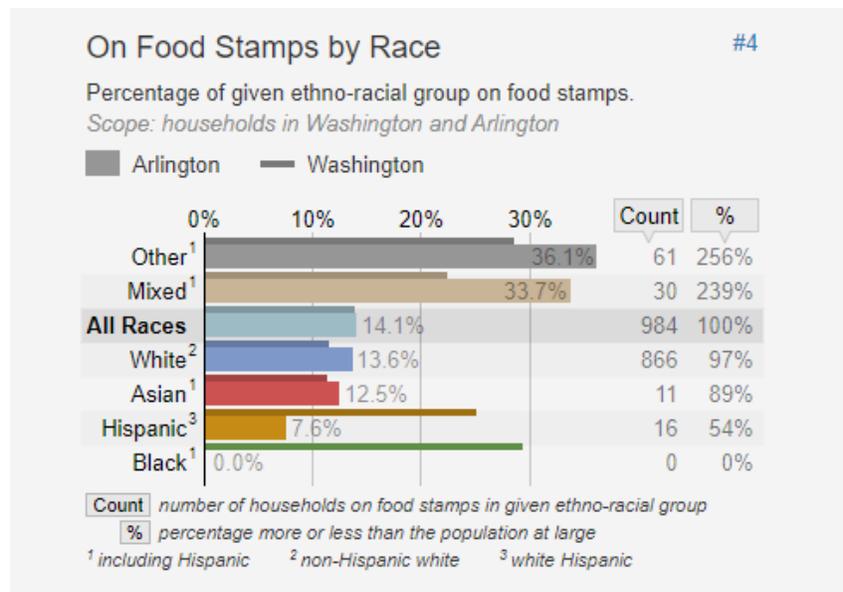
<https://data.census.gov/cedsci/profile?g=1600000US5302585>

- English only – 83.1%
- Spanish – 10%
- Other Indo-European – 1.9%
- Asian % Pacific Island – 4.7%
- Other – 0.3%
- 16.9% speak other than English spoken at home

Income

<https://data.census.gov/cedsci/profile?g=1600000US5302585>

The population of Arlington is 19,868, up from 17,923 in 2010. The median household income is \$87,708, with a poverty rate of 6.9%+/- 3.0%. 11.9% of Arlington’s population are veterans. 14.4% of the population in Arlington is considered to have a disability.



<https://statisticalatlas.com/place/Washington/Arlington/Food-Stamps>

4. **Complaints – Provide a copy of the LPA’s Title VI complaint log, including new Title VI complaints received during this reporting period and any still pending. Include the basis of the complaint (race, color, national origin) and describe the disposition (status/outcome).**

No complaints were received. Please see Exhibit B for the City of Arlington’s Title VI Complaint log, Exhibit C for City of Arlington’s Complaint Form in English, and Spanish. The complaint forms are posted on the City’s website.

5. **Planning – Describe the transportation planning activities performed this reporting period. Describe the actions taken to promote Title VI compliance regarding transportation planning, including monitoring and review processes, community involvement, their outcome or status. Include examples of community outreach.**

2023 Utility Improvement & Pavement Preservation – The City of Arlington’s yearly overlay project includes pavement repair and full overlay, planning, construction of ADA Ramps, pavement markings, and water line replacements and utility adjustments. Community outreach included placing a project page onto the City’s website.

204th/74th Signal – Project was in the design phase in 2022. The project will consist of the installation of a 4-way signal system with intersection improvements at 204th St and 74th Ave. Community outreach included placing a project page onto the City’s website and included the project on the 2022 Public Works Projects Flyer see Exhibit D. This project is on hold until funding is acquired.

74th Ave Trail – Project was in the design phase in 2022. Project will include the installation of a 12-foot multi use trail from the current trail end on Arlington Valley Road to the intersection at 74th Ave and 204th St. Community outreach included placing a project page onto the City’s website and including the project on the 2022 Public Works Projects Flyer.

169th Street Connector – Project was in the planning and initial design phase in 2022. The project will include the construction of a two-way roadway with a 12-foot wide multi use trail from its current dead end east of Smokey Point Blvd to the newly developer constructed 168th St East of Walmart and connect to 40th Ave where there is a newly installed signal. Outreach included placing a project page onto the City’s website. Public outreach will occur in 2023.

Smokey Point Corridor – Project was in the design phase in 2022. The project will include the redesign of Smokey Point Blvd from 174th Pl to 200th St. Community involvement included an on-line open house with online survey for the community to respond and provide input, with two in person open houses for the community to ask direct questions. The on-line open house had a translation service for people to use to translate the writings to the needed language, see Exhibit E. The open houses were advertised on social media, City E-Newsletter, the City’s website and project page, The Everett Herald, and post cards were mailed to the project area residents and businesses see Exhibit F.

211th Corridor Improvements - Project was in the initial planning phase in 2022. The project will include pavement preservation of the existing roadway and the installation of a 12-foot wide multi use trail along the southside of the street, street lighting, ADA curb ramps, upgrades to utilities, and landscaping. No community outreach was completed in 2022, public outreach is planned in 2023.

Island Crossing Roundabout - Project was in the design phase in 2020 through 2022. Project consists of a roundabout to be installed at Smokey Point Blvd and SR 530. A project webpage is posted on the City’s website. No other community outreach was completed this reporting period as the project is still looking for a funding source.

City of Arlington website has an option available to residents to view/read/navigate the website in over 100 different languages. In 2021, the City installed a translation service on all its capital projects webpages for the public to use on all attached documents. Exhibit G shows the language options available on the City's website, and Exhibit H shows the instructions on how to translate a document.

6. Right-of-way actions – Describe activities during this reporting period associated with the purchase, sale, lease/use, or transfer of real property (related to highway transportation/public right-of-way use). Include demographic information of affected populations. For example, the race, color, national origin of affected property/business owners(s)/tenant(s).

204th/74th Intersection, this project is to install a 4-way signal system at the intersection of 204th St and 74th Ave with ADA ramps and crosswalks. In anticipation of the project construction the City of Arlington needed to purchase right-of-way from the following property owners and businesses:

- Dapres, LLC

197th Pl NE, This portion of roadway was originally created by private development as the terminus for 74th Ave., prior to the construction of the 74th Ave. extension (Arlington Valley Road). This strip of existing roadway (197th Pl. NE) that was never dedicated as public Right of Way (ROW), but is an essential portion of the proposed future roadway between 67th Ave. and 74th Ave. (Arlington Valley Rd.)

- Lee Associates, Richard Peterson – Caucasian

7. Identify right-of-way appraisers and acquisition staff (used during this reporting period) by race, color, national origin.

Right-of-way acquisition staff, Universal Field Services

- Mitch Legal – Caucasian
- Steve Reinhart – Caucasian
- Kelly McGill - Caucasian
- Sam Meldrum – Caucasian
- Brenda Tegman – Caucasian

Appraisal Staff, ABS Valuation

- Jim Dodge - Caucasian

8. Studies and Plans – Were any transportation studies (including environmental reviews) conducted or transportation plans completed during this reporting period? Identify the data source(s) and provide data summary (Title VI/Environmental Justice Analysis) relative to ethnicity, race, languages spoken, neighborhoods, income levels, physical environments, and/or travel habits. Explain how data was used in these studies/reviews/plans.

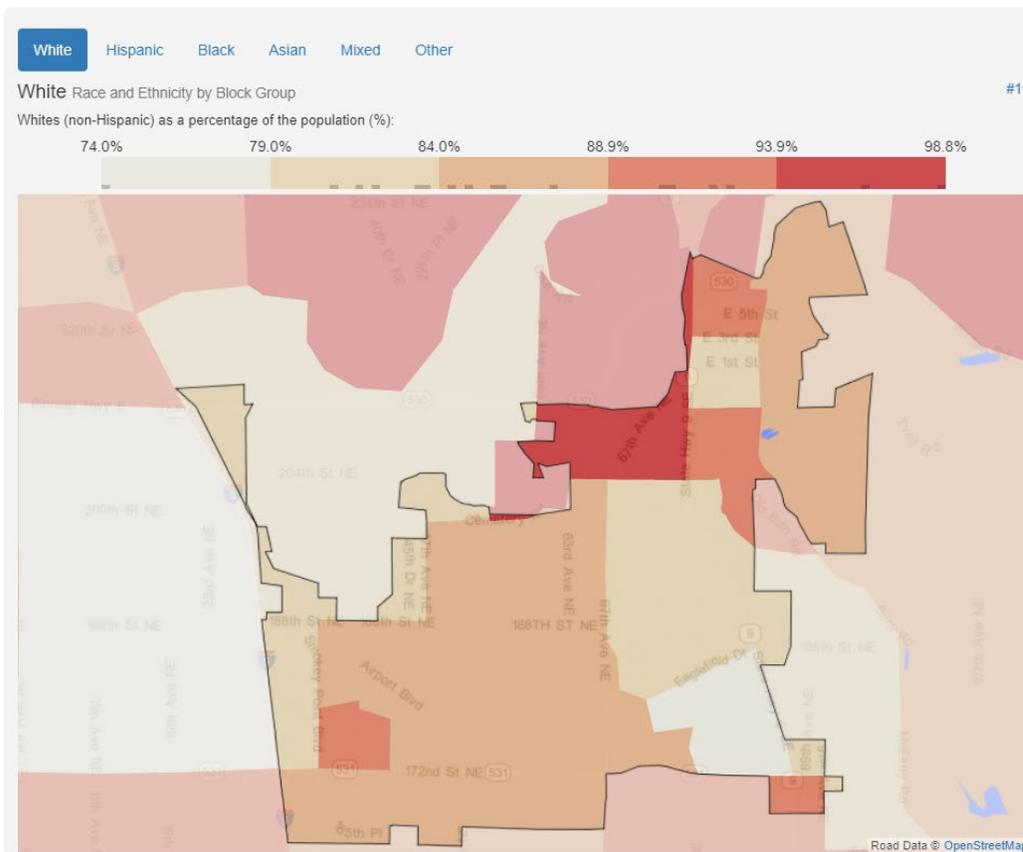
No transportation studies or environmental reviews were conducted during this reporting period.

9. Project Location and Design – Provide a list of construction projects that began during this reporting period. Using a map of the LPAs service area, identify project locations, and a brief description of the projects’ benefits/burdens to affected populations. If possible, provide a map that overlays projects with the racial composition of affected neighborhoods.

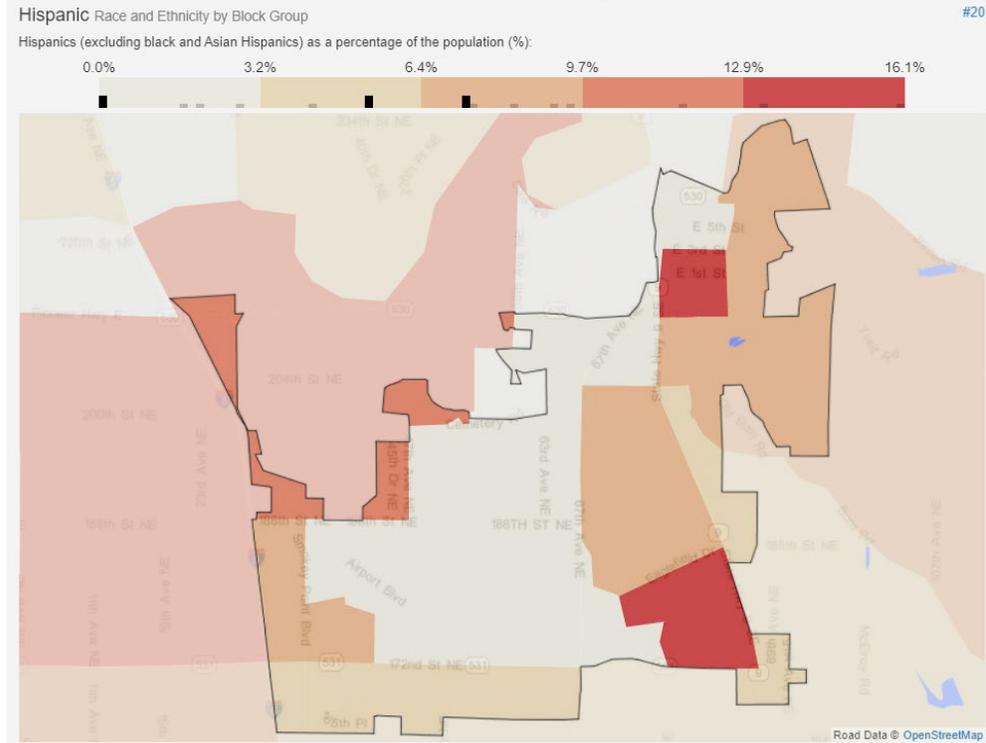
Race and Ethnicity maps for the City of Arlington are below, followed by locations where street construction projects occurred in 2021.

<https://statisticalatlas.com/place/Washington/Arlington/Race-and-Ethnicity>

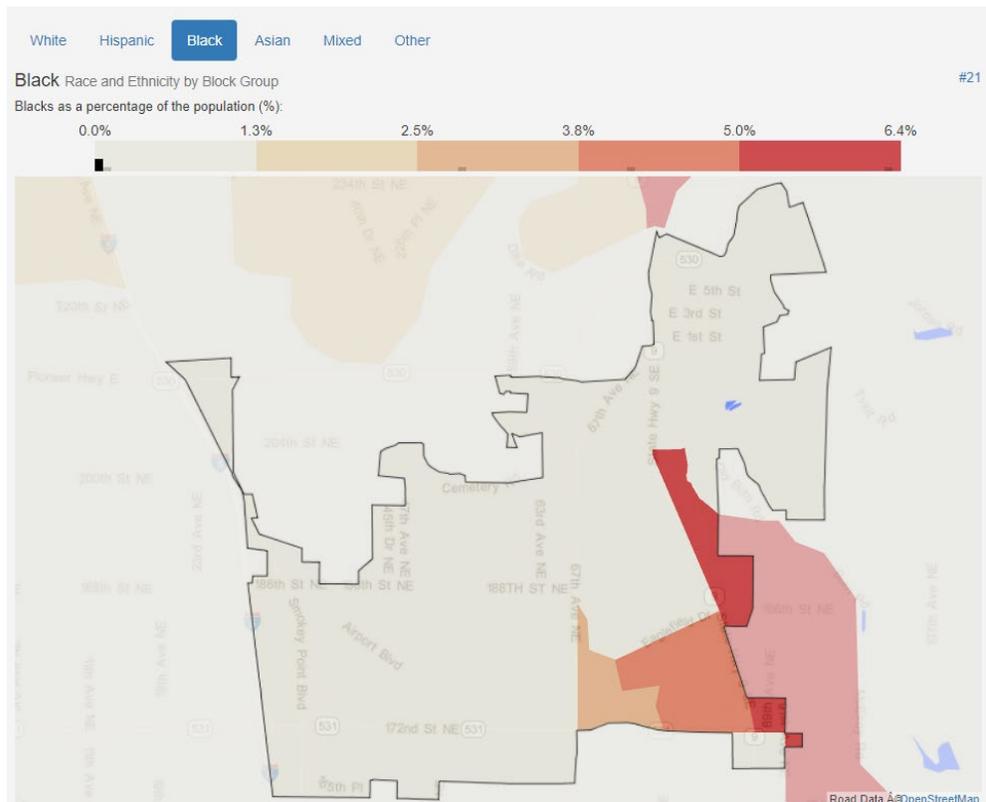
Map of Race and Ethnicity by Block Group in Arlington – Caucasian



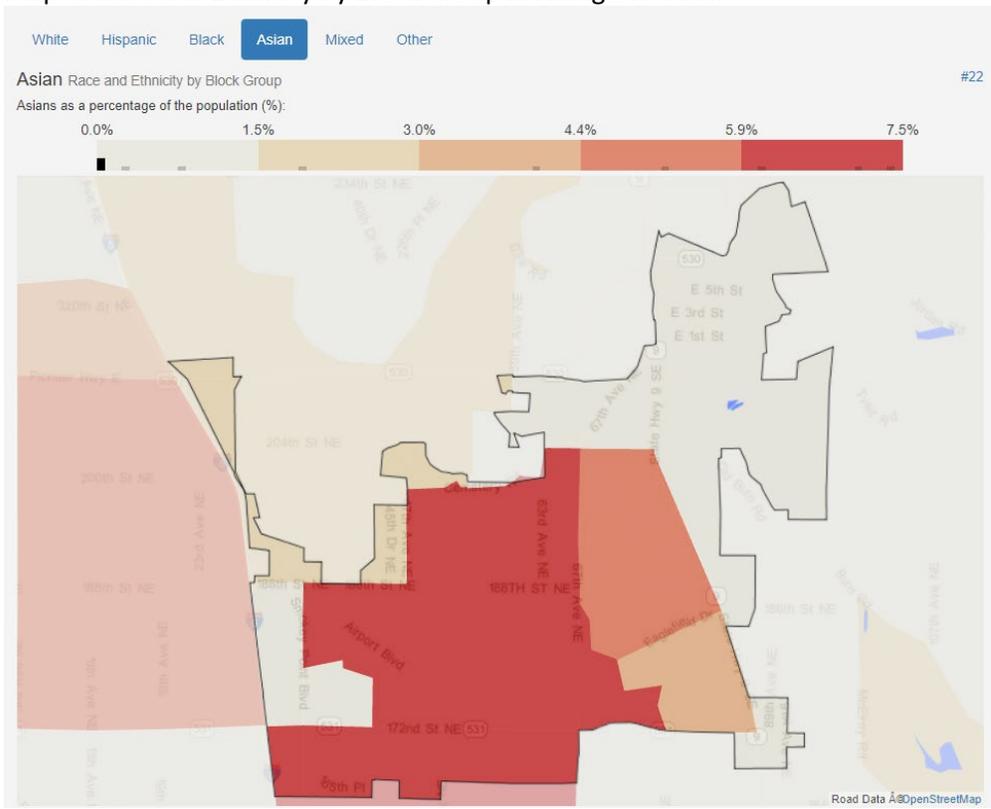
Map of Race and Ethnicity by Block Group in Arlington – Hispanic



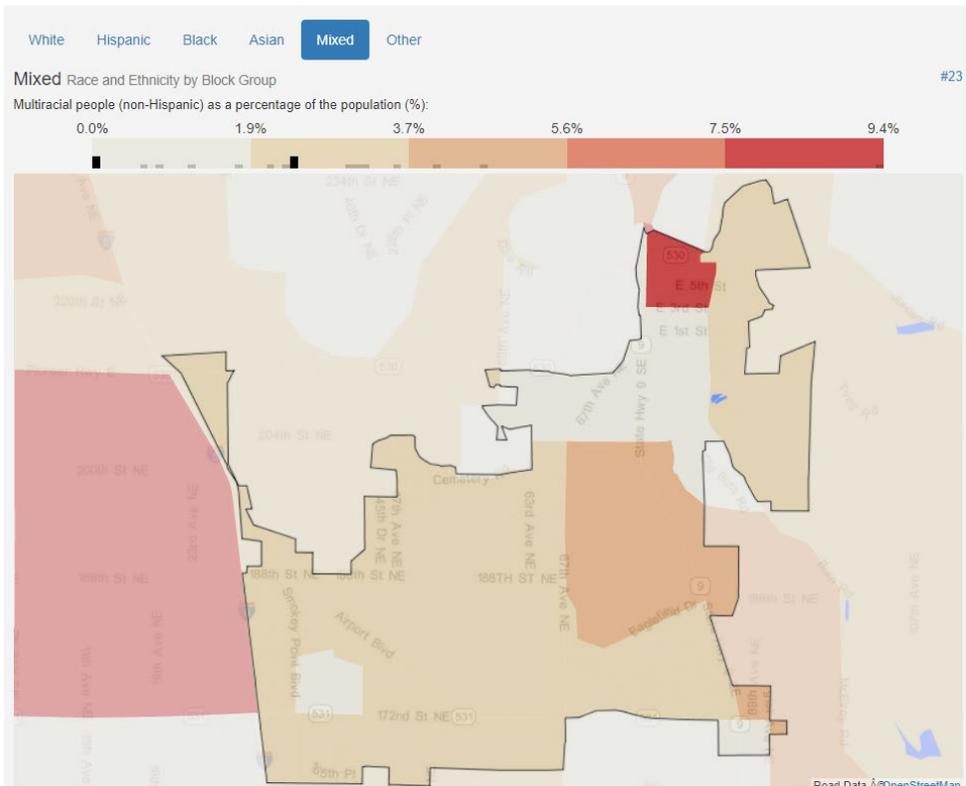
Map of Race and Ethnicity by Block Group in Arlington – Black



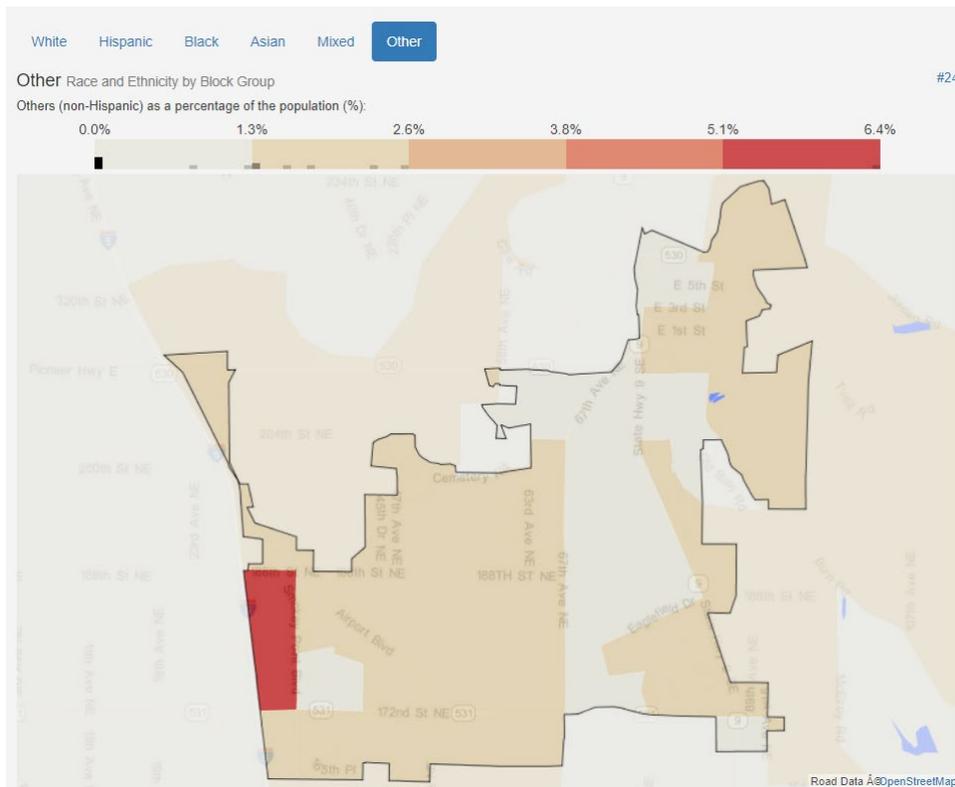
Map of Race and Ethnicity by Block Group in Arlington –Asian



Map of Race and Ethnicity by Block Group in Arlington – Mixed



Map of Race and Ethnicity by Block Group in Arlington – Other



2022 Utility Improvement & Pavement Preservation, overall impact to Arlington residents was minimal. This annual project replaces old AC water mains, installs new ADA ramps, and resurfaces the roadway of existing roads. Benefits include improved roads, updated ADA ramps, and new water mains.

- N Stillaguamish Ave - 3
- N Washington Ave – 2
- N Gifford Ave - 1
- N Gifford Ave - 5
- N Lenore Ave – 4
- Smokey Point Blvd - 10
- Cemetery Rd - 6

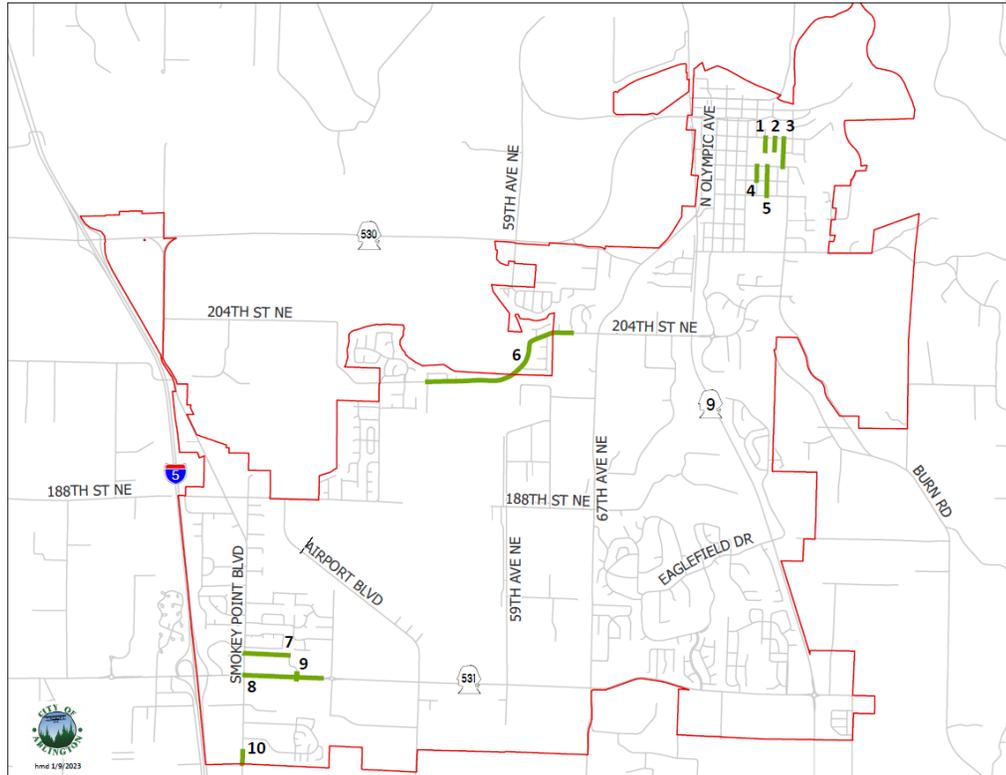
173rd St Phase 1, overall impact to Arlington residents was minimal. The project includes the installation of a new roadway from Smokey Point Blvd to 40th Ave with a 12-foot wide multi use trail, ADA ramps, street lighting and a privacy fence along the north side of the roadway. Benefits include an alternative route to 172nd St, a multi-use trail, and increased pedestrian and vehicle safety.

- 173rd St - 7

40th Ave Intersection, overall impact to Arlington residents was moderate. This project included the installation of a 4-way signal, ADA ramps and crosswalk at the intersection of 40th Ave and SR 531 (172nd St) with median improvements along 172nd St from Smokey Point Blvd to 43rd Ave. Benefits included the installation of a safe controlled intersection with pedestrian crossings, ADA ramps, bus turn outs, and a sold center median to eliminate dangerous left turn pockets

- 40th Ave - 9

- 172nd St - 8



*The numbers on the map correlate with the numbers next to the streets.

10. Other Public Meetings – List other public meetings held during this reporting period. Identify efforts used to encourage citizen participation at those meetings. Detail dates, times, locations, attendance, and provide examples of outreach materials.

In 2022, all city public meetings resumed to in person with a virtual option due to the Covid-19 Pandemic. All meeting information is posted on the City of Arlington website, see Exhibit I.

- City Council Meetings
 - Regular council meetings are held every other Monday at 7:00 PM, except for the month of August, unless otherwise cancelled. Meetings are posted on the City's website, and on the City of Arlington Facebook and Twitter accounts. Meeting is held at 110 E 3rd St, Arlington or through Zoom.
- Planning commission
 - Regular planning meetings are 1st and 3rd Tuesday at 6:30 PM in the council Chambers at 110 E 3rd St. Arlington.
- Youth Council
 - Regular youth council meeting is held the second Thursday at 5:30 PM every month.
- Park, Arts & Recreation Commission
 - Regular PARC meetings are held the fourth Tuesday of every month at 6:00 PM via zoom or in person. Meetings are announced on the City Meeting Calendar.
- Civil Service Commission
 - Regular Civil Service Meetings are held on the first Wednesday of most months at 9:00 AM in Butner Boardroom at 110 E 3rd St. Arlington.

- Citizen Salary Commission
 - The Citizen Salary Commission meets every other year, generally takes place the first of the year.
- Cemetery Board
 - The Cemetery Board meets the third Tuesday of every other month at 2:30 PM via Zoom.
- Airport Commission
 - The Airport Commission meetings are held the second Tuesday of every month at 7:00PM in Putnam Hall at 18204 59th Dr. NE. Arlington

Identify members of the LPA's transportation planning and/or advisory groups by race, color, and national origin

Planning Commission

- Bruce Angell - Caucasian
- Mike Thomas - Caucasian
- Tim Dean - Caucasian
- Melissa Johnson - Caucasian
- Gayle Roeber - Caucasian

Public Works

- James Kelly – Caucasian
- Ryan Morrison – Caucasian
- Kris Wallace - Caucasian

Specify methods used to collect demographic information from the transportation-related public meetings. (Self-identification surveys, notes by staff, etc.) Include summaries of Public Involvement Forms collected at each meeting, listing the demographics of those who attended by meeting.

In late 2021 the city hosted an online open house with survey for the initial design of the Smokey Point Corridor project. The survey was open until the beginning of January 2022 (See Exhibit J for survey summary). In November 2022 the City hosted two in person open houses and an online open house with survey showing the initial design and requesting more community feedback. This survey will close in January 2023. Postcards (Exhibit F) were mailed out to all affected houses and businesses with the link and dates open, There was an article in the Everett Herald with all the information and it was posted on the City's website project page. The in person open houses included design exhibits and a Q & A session for the citizens in attendance.

List any language assistance services requested. For which languages? Who provided the service? In addition, list vital documents translated during the reporting period and identify the languages.

No requests for assistance were received by the City. No vital documents were required to be translated. All materials supplied are available on the City's website where translation service is available.

11. Transportation-related Construction and Consultant Contracts (if applicable) – Briefly describe the process used to advertise and award construction contracts during this reporting period. Include the process for negotiated contracts (e.g., consultants).

2022 Utility Improvement & Pavement Preservation, Reece Construction. The City advertised for two weeks in the Daily Journal of Commerce and the Everett Herald, on the city website and with Builders

Exchange of Washington (BXWA). Upon closing, a virtual bid opening occurred, and the bids were announced. The preliminary bid is posted on the City website, and then the bids are verified. The certified bid is posted online, and the lowest responsible bidder is chosen. Contract taken through city council process for award signature authorization.

Division/Broadway Restoration Project, LDC. The City advertised for 3 weeks in the Daily Journal of Commerce, the Everett Herald, and the City's website. Upon closing statements of qualifications were opened and interviews are conducted. After all interviews the team scored each company and the company with the highest score is chosen., see Exhibit K for scoring sheet and Exhibit L for interview questions. This project went to bid and closed in 2022 but was awarded in 2023. Contract taken through city council process for award signature authorization.

169th Street Connecting Segment, SCJ Alliance. Due to the low estimate of cost on this project, the city used the MRSC Roster to select an engineering company for this project. Staff reviewed qualifications on the MRSC Roster list and chose the company that was the most qualified for the project. Contract taken through city council process for award signature authorization.

Arlington Transportation Master Plan, Transpo Group. The city used the MRSC Roster to select an engineering company for this project. Staff reviewed qualifications on the MRSC Roster list and chose the company that was the most qualified for the project. Contract taken through city council process for award signature authorization.

- Title VI language is included in the advertisement of all City of Arlington Project bid requests, and request for proposals, see Exhibit M for the standard Advertisement for Bid form.

12. Describe the actions taken to promote construction contractor/consultant compliance with Title VI by construction contractors/consultants, including monitoring and review processes, and their outcomes/status (e.g. what Title VI language was included in contracts and agreements; were contractors and consultants reviewed to ensure compliance; what Title VI responsibilities are explained to contractors and consultants?)

Title VI language is included in all contractor/consultant contracts. See Attached Professional Service Agreement Exhibit N, and the Construction Contract, Exhibit O. Title VI language is included in all advertisement, request for proposals, etc. Exhibit M is the standard Advertisement for Bid form. Once a contractor or consultant is under contract all sub-contractors have to be requested and approved with the WSDOT Request to Sublet Work form (EXHIBIT P). This form has a spot for DBE information and helps to monitor our DBE percentage for each project.

13. List construction, right-of-way, and consultant contracts with your LPA/MPO/entity for this report period with dollar value of each. Identify funding sources (federal, state, local, other), and how many were awarded to certified disadvantaged contractors (as a prime contractor/consultant).

- 2022 Utility Improvement & Pavement Preservation – \$2,919,092.37, Local, DBE award
- 173rd St Phase 1 - \$ 2,135,740.19, Local, DBE award
- 204th/74th Signal Project - \$16,000.00, Local, no DBE award
- 74th Ave Trail - \$39,403.20, Federal, no DBE award
- Smokey Point Corridor - \$1,575,650.00, Federal, no DBE award
- 40th Ave Signal - \$1,817,509.00, State and Local, no DBE award
- 2023 Utility Improvement & Pavement Preservation - \$190,239.71, Local, no DBE award
- 169th St Connecting Segment - \$51,129.00, Local, no DBE award

Three projects had a designated DBE during the reporting period.

14. Education & Training – Describe actions taken to promote Title VI compliance through education and trainings, including monitoring and review processes, and their outcomes/status.

There was no in person Title VI trainings offered this reporting period. All training for Title VI was completed with online webinars or online training.

List Title VI training/webinars your Title VI Coordinator attended this reporting period. Include dates and entity that conducted the training.

Foundations of Implicit Bias – WCIA webinar – 11/2/22 & 11/3/22 (See Exhibit Q for all Certificates)

- Kris Wallace – PW Accountant – 9/14/2021

When was Title VI internal training provided to staff? Who conducted the training? What was the subject of the training? Provide the job titles and race/color/national origin of attendees.

Title VI training is offered on the WSDOT site, this training is encouraged for all personnel to attend and complete. No one has completed this training this reporting period.

List other civil rights training conducted locally. Provide dates and a list of participants by job title and Title VI role, if applicable.

Foundations of Implicit Bias – WCIA webinar – 11/2/22 & 11/3/22

- Linda Taylor – Administrative Specialist II
- Ryan Morrison – Deputy PW Director/City Engineer - Title VI Complaint Process

Fostering an Inclusive Workplace, Implicit Bias part II – WCIA Webinar – 12/7/22 & 12/8/22

- Ryan Morrison – City Engineer – Title VI Complaint Process
- Linda Taylor - Administrative Specialist II

Fostering an Inclusive Workplace, Implicit Bias part II - WCIA Webinar – 9/14/22 & 9/15/22

- Josh Jones – PW Inspector – Title VI Designee

Fostering an Inclusive Workplace, Implicit Bias part II – WCIA Webinar – 6/27/22 & 6/28/22

- Katy Shores – Administrative Specialist II – Title VI Specialist
- Katie Heim – GIS Manager

Best Practices for Coaching and Counseling – WCIA Webinar – 2/22/22

- Ryan Morrison – Deputy PW Director/City Engineer – Title VI Complaint Process

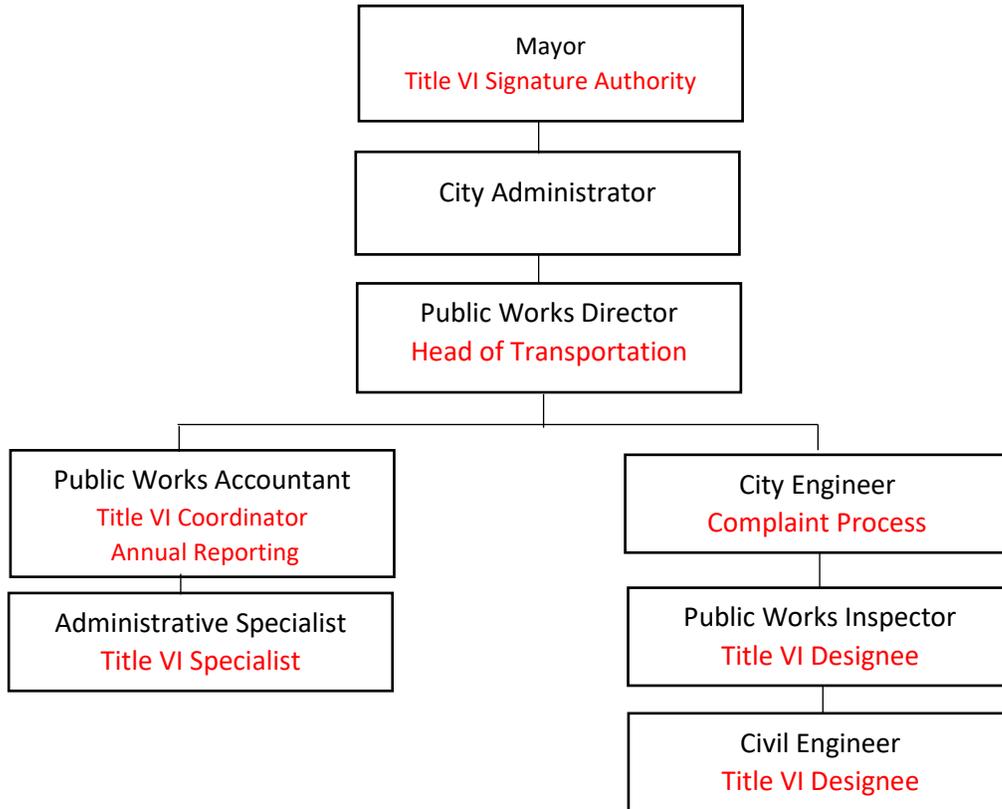
Title VI Goals for Upcoming Year

What area(s) of Title VI does your agency plan to focus on in the upcoming year? Describe by particular program area what your agency hopes to accomplish. Include any significant problem areas to focus on and plans to address those.

- Continue to ensure that all projects, programs, and activities follow WSDOT Title VI Plan.
- Train any new staff on Title VI program
- Keep the City project webpages updated accordingly with all Title VI information.

City of Arlington

Title VI Organizational Chart



Complaint Process: Intake and investigation of Title VI complaints

Annual Reporting: Identifies Transportation projects and programs and reports annually to WSDOT as required for Title VI compliance.

Title VI Specialist: Responsible for community outreach

Designee: Assist with documentation and compilation of reports

ADDITIONAL INFORMATION

What remedy are you seeking for the alleged discrimination? Please note that this process will not result in the payment of punitive damages or financial compensation.

List any other persons that we should contact for additional information in support of your complaint. Please include their phone numbers, addresses, email addresses, etc.

List any other agencies with whom you have filed this same complaint:

Signature (REQUIRED)

Date

Title VI Complaint Procedures

If you believe that you have been discriminated against because of your race, color, or national origin, then you have the right to file a formal complaint with City of Arlington within 180 days of the alleged incident.

HOW TO FILE A COMPLAINT

1. Complete the Title VI Complaint Form, answering every question.
2. Submit the **signed** complaint as directed on the form. We cannot accept unless it has been signed.
3. Upon receipt the complaint form, it will be reviewed to ensure that it is complete. A notice acknowledging receipt will be provided within 10 working days. The complaint will then be forwarded to WSDOT, the federal funding agency through Washington State Department of Transportation-Office of Equal Opportunity. The federal funding agency is responsible for all decisions regarding whether a complaint should be accepted (and investigated), dismissed, or referred to another agency.
4. When the federal funding agency decides whether to accept, dismiss, or transfer the complaint, it will notify the complainant and the other agencies (as appropriate) as to the status of the complaint.

These procedures do not deny you the right to file a formal complaint directly with the federal funding agencies or seek private counsel for complaints alleging discrimination. Federal law prohibits intimidation or retaliation against you of any kind.

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964 as amended and the Civil Rights Restoration Act of 1987, relating to any program, service, or activity administered by WSDOT as well as its sub-recipients, consultants, and contractors.



City of Arlington
Ciudad de Arlington

EXHIBIT C

Spanish

Formulario de queja del Título VI

Uso exclusivo de la agencia

Received	____/____/____
Response	____/____/____
Report	____/____/____
Briefing	____/____/____

Si cree que ha sido discriminado debido a su raza, color o nacionalidad (incluido el dominio limitado del inglés) en programas o actividades de la agencia, puede presentar una queja formal.

Instrucciones: Complete el siguiente formulario y envíelo a: City of Arlington Attn: Ryan Morrison 238 N Olympic Ave, Arlington, WA 98223 o por correo electrónico a: rmorrison@arlingtonwa.gov

Su nombre:		Su teléfono:	
		Mejor momento del día para contactarlo sobre esta queja: 7am a 10am 10am a 1pm 1pm a 4pm 4pm a 7pm	
Su dirección de correo electrónico:			
Su dirección de correo postal: (Calle/PO Box, ciudad, estado, código postal)			
Nombre, dirección y número de teléfono de las personas que supuestamente lo discriminaron.			
Fecha del supuesto incidente:		Discriminación por:	
		<input type="checkbox"/> Raza <input type="checkbox"/> Color <input type="checkbox"/> Nacionalidad (incluye dominio limitado del inglés)	
Explique lo que sucedió, por qué cree que sucedió y cómo fue discriminado. Indique quién estuvo involucrado. Asegúrese de indicar de qué manera siente que otras personas son tratadas de forma diferente a usted. Si tiene alguna otra información sobre lo que sucedió, adjunte los documentos probatorios a este formulario.			

INFORMACIÓN ADICIONAL

¿Qué solución está buscando por la supuesta discriminación? Tenga en cuenta que este proceso no resultará en el pago de daños punitivos ni compensación económica.

Enumere a otras personas con las que deberíamos comunicarnos para obtener información adicional en apoyo de su queja. Incluya sus números de teléfono, domicilios, direcciones de correo electrónico, etc.

Enumere cualquier otra agencia con la que haya presentado esta misma queja:

Firma: (OBLIGATORIA)

Fecha:

Procedimientos de queja del Título VI

Si cree que ha sido discriminado por su raza, color u origen nacional, tiene derecho a presentar una queja formal ante la ciudad de Arlington dentro de los 180 días posteriores al presunto incidente.

CÓMO PRESENTAR UNA QUEJA

1. Complete el Formulario de Queja del Título VI, respondiendo cada una de las preguntas.
2. Envíe la queja firmada como se indica en el formulario. No podemos aceptarla a menos que la haya firmado.
3. Una vez recibido el formulario de queja, será controlado para verificar que está completo. Se enviará un aviso de acuse de recibo dentro de los 10 días hábiles. La queja será enviada a la agencia federal de financiamiento a través de la Oficina de Igualdad de Oportunidades del Departamento de Transporte del Estado de Washington. La agencia federal de financiamiento es responsable de todas las decisiones con respecto a si una queja debe ser aceptada (e investigada), desestimada o remitida a otra agencia.
4. Cuando la agencia federal de financiamiento decida si acepta, rechaza o transfiere la queja, notificará al demandante y a las demás agencias (según corresponda) sobre el estado de la queja.

Estos procedimientos no le niegan el derecho de presentar una queja formal directamente ante las agencias federales de financiamiento o buscar un abogado particular para las quejas que alegan discriminación. La ley federal prohíbe cualquier tipo de intimidación o represalia contra usted.

Estos procedimientos contemplan todas las quejas presentadas bajo el Título VI de la Ley de Derechos Civiles de 1964 y sus modificaciones y la Ley de Restauración de Derechos Civiles de 1987, relacionadas con cualquier programa, servicio o actividad administrados por el WSDOT o Washington State Department of Transportation así como sus subreceptores, consultores y contratistas.

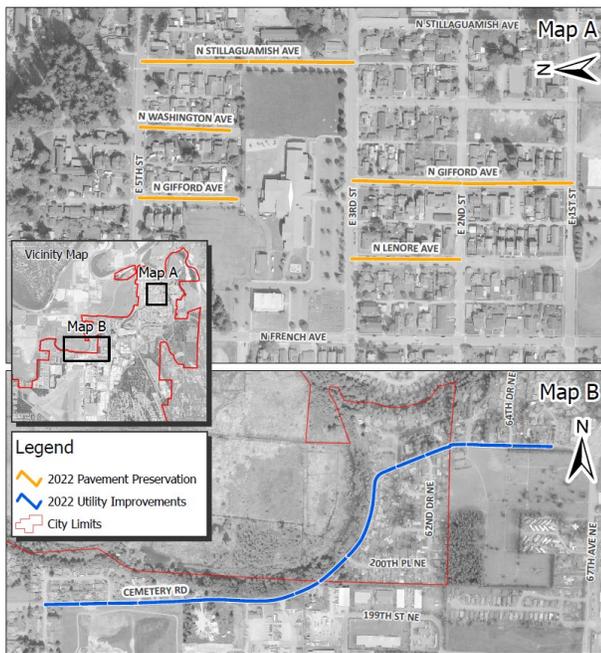


2022 Public Works Projects

Utility and Street Improvements

Utility and Pavement Preservation Projects (UPP):

- Cemetery Road: Replace approximately 1.25 miles of water main.
- The north end of Arlington: Repave several roadways and upgrade ADA ramps. Construction will occur over the summer and be complete in fall 2022.



Manhole Cover and Valve Adjustments:

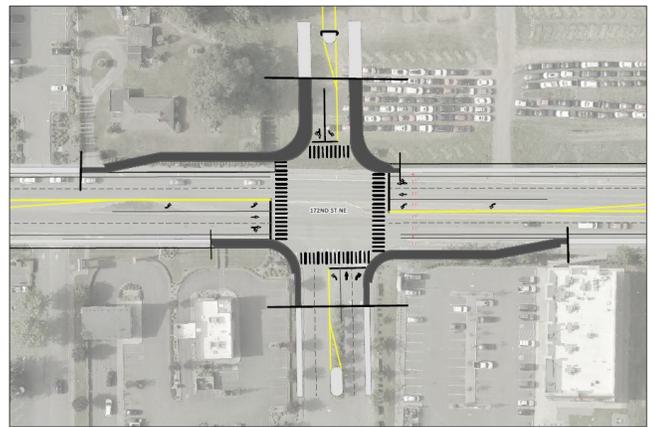
Water valves, sewer, and stormwater manhole covers across Arlington will be adjusted to better match the grade of the surrounding roadway. Adjustment locations will be throughout Arlington, work will begin summer 2022.

67th Avenue Sewer Main Replacement:

The City will begin the design process on replacement of the sewer main along 67th Ave from 188th Street to 172nd Street (SR 531). Design is scheduled to start spring 2022.

SR 531 / 40th Street NE Signal:

A new signal will be installed at the intersection of 40th Ave and 172nd St this year. Included with this project is a solid landscaped median on 172nd St from Smokey Point Blvd to 43rd Ave, pedestrian crosswalks, and two bus pullouts for future transit use. Construction to begin spring 2022.



74th Avenue Trail:

Construction begins on a multi-use trail from the end of the Arlington Valley Road Trail north to 204th Street NE. The project includes a 12-foot wide multi-use trail, trail lighting, and replacement of ADA ramps. Construction is estimated to begin fall 2022.





2022 Public Works Projects

Utility and Street Improvements

173rd Avenue Phase 1:

Phase 1 of a planned two-lane road between Smokey Point Blvd and Airport Blvd started construction in 2021. This first phase constructed a new road, 173rd Street, and multi-use trail from Smokey Point Blvd to 40th Avenue. Construction is anticipated to be complete early spring 2022.



New Water Source:

The City is preparing to expand its water supply. This work will continue through 2022 with the installation of new wells, upgrades to the existing well house and the installation of a new well house.

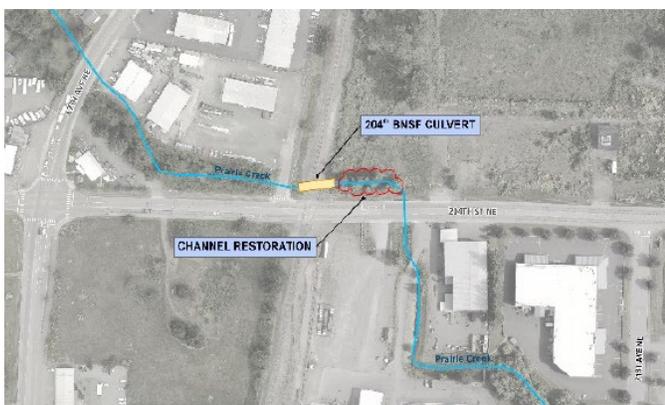
Smokey Point Corridor Design:

The City is designing improvements to Smokey Point Boulevard from 174th Place NE to 200th Street NE. The improvements will support future growth and help to create a community corridor.



Prairie Creek Culvert Replacement:

The City of Arlington will be replacing the existing Prairie Creek circular culvert at the BNSF crossing near 204th Street with a wide rectangular fish passable culvert. This is the final of six culverts being replaced along Prairie Creek as part of the City's Prairie Creek Enhancement project. Construction estimated to begin summer 2022.



204th Street NE / 74th Avenue NE Signal:

The City is planning to install a traffic signal at the intersection of 204th Street NE and 74th Avenue NE. Construction is estimated to start summer 2022.



2022 Public Works Projects

Utility and Street Improvements

Water Treatment Plant Expansion:

The City of Arlington will be expanding its water treatment capacity with the installation of additional filtration units. The additional filtration units will be located in a new filtration building that will be constructed adjacent to the current Water Treatment Plant. This project is currently in the design phase. Construction is estimated to begin summer 2023.

Modeling & Comprehensive plans:

The City will be updating the water and sewer Comprehensive Plans. This effort will include updating the water and sewer models with current and future improvements to ensure the City continues to meet the demands of development.

43rd Avenue Roundabout:

Amazon will be constructing a roundabout at the intersection of 43rd Avenue NE and 172nd Street NE to improve vehicle safety and mobility through the intersection and in the 172nd Street corridor. Additional benefits include improved pedestrian crosswalks, illumination, and a new trail from 43rd Avenue NE to 51st Avenue NE.

168th St / 51st Ave Roundabout:

A developer will be installing a roundabout at the intersection of 168th Street and 51st Avenue to improve mobility and safety for all users. This developer-funded project will include ADA compliant ramps, pedestrian crosswalks, and street lighting. Construction is estimated to begin summer 2022.

Benefits of the 2022 Projects

- Upgraded utilities to improve services and support new development
- Improved highways, arterials and neighborhood streets
- Safer routes for non-motorized users
- Addresses safety issues
- Adds alternate travel routes

Project Funding

Utilities

- City Utility Capital Fund
- City of Arlington multimodal funds
- FEMA Grant

Roads

- Washington State Transportation Improvement Board Grants
- Arlington Transportation Benefit District
- City Growth impact fees
- Federal Grant (FHWA)
- City Transportation Improvement Fund

Questions?

Check out the City's webpage featuring our current projects at www.arlingtonwa.gov/cityprojects. If you have questions or comments on a specific project, please contact the City Project Hotline at 360-403-3544 or cityprojects@arlingtonwa.gov.



SMOKEY POINT BLVD CORRIDOR PROJECT

CITY OF ARLINGTON

[Welcome](#) [Overview/Background](#) [Design Updates](#) [Survey](#) [Next steps](#)

Welcome

Welcome to the online open house for the Smokey Point Boulevard Corridor Project!

Smokey Point Boulevard is undergoing design improvements that will support future growth and development along this corridor. We want your feedback and thoughts because you are an important member of our community here, in the City of Arlington!

You can use this site to:

- Learn more about the project and its history
- See what's in store with design updates on the project
- Review feedback
- Share your feedback by taking the survey through early January 2023
- Sign up for email updates and follow us on social!



Project area map (click image to expand)

Sign up for email updates

First Name

Last Name



EXHIBIT F



SMOKEY POINT BOULEVARD urban neighborhood project

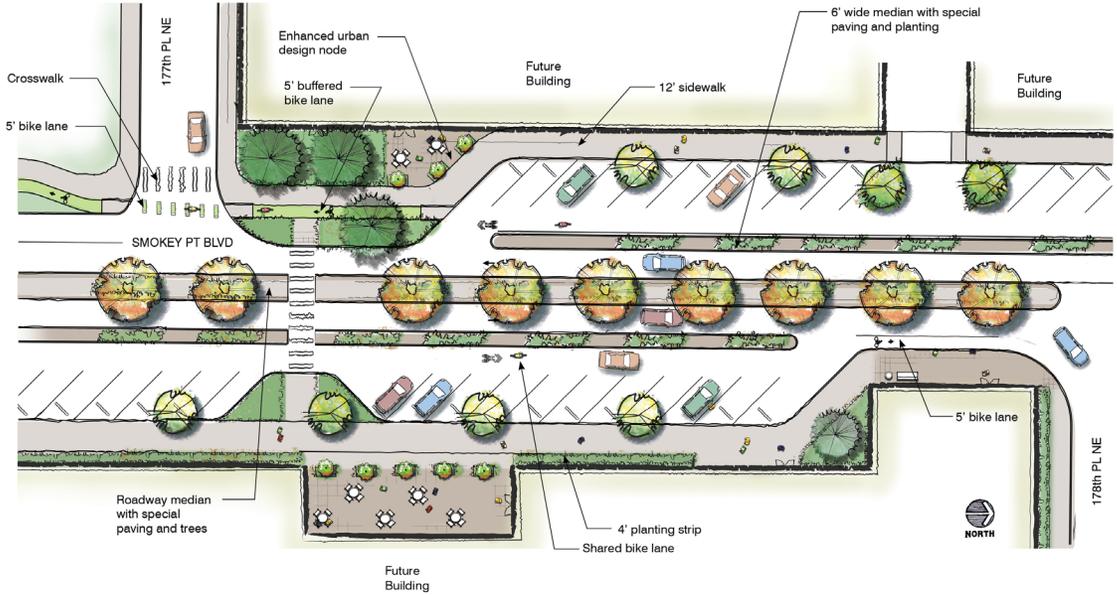


Share your feedback:
smokepoint.participate.online

The City of Arlington is growing, and we need your help in designing improvements to Smokey Point Boulevard from 174th Place NE to 200th Street NE. Last Fall 2021, we received feedback on what the current experiences are on Smokey Point Blvd and what you want to see in the future. We have incorporated that feedback into the project base level design and now we're back to ask more detailed questions about how you want the corridor to look, such as lighting, landscape and street amenities.



Visit smokepoint.participate.online to learn more about updates to the project design and answer a few questions. Survey is open now through early January 2023.



Proposed landscape concept

Project goals:



Improve transit facilities and mobility for drivers, transit users, pedestrians, cyclists, and commuters



Develop the corridor to accommodate for future commercial and residential growth



An opportunity to create a cohesive community identity for the neighborhood and its residents



Increase safety for all users of the corridor

Contact information

www.arlingtonwa.gov/663/Smokey-Point-Blvd-Corridor-Project
(360) 403-3544
cityprojects@arlingtonwa.gov

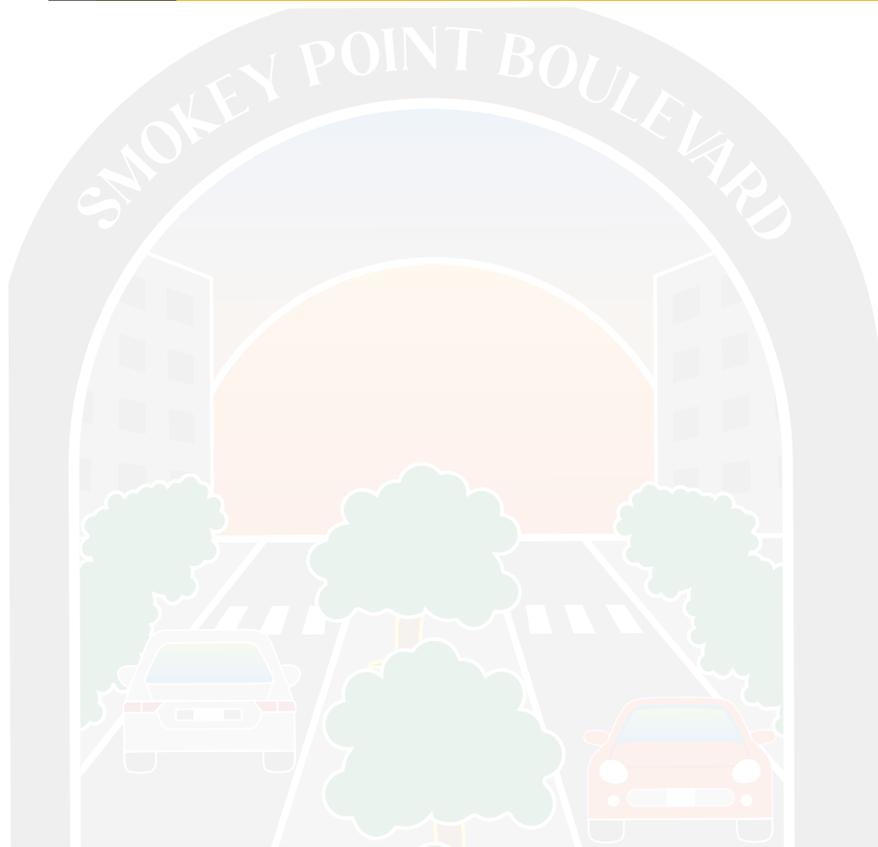


EXHIBIT F

CITY OF ARLINGTON



SMOKEY POINT BLVD: URBAN NEIGHBORHOOD PROJECT



PRST STD
US POSTAGE
PAID
EVERETT, WA
PERMIT NO. 201



The screenshot shows the City of Arlington website with a COVID-19 information banner at the top. Below the banner is a navigation menu with links for Government, Departments, Doing Business, Living, Visiting, and How Do I... A search bar is located in the center of the page. A language selection dropdown menu is open, displaying a grid of languages. At the bottom of the page, there are four circular icons: Notify Me, Report a Concern, Pay Online, and Agendas & Minutes.

COVID-19 INFORMATION
 COVID-19 Information
 Read On...

Create an Account - Increase your productivity, customize your experience, and engage in information you care about. [Sign In](#)

Government Departments Doing Business Living Visiting How Do I...

Arlington
 WASHINGTON

Search...

Select Language

Afrikaans	Bulgarian	Esperanto	Haitian Creole	Italian	Latin	Mongolian	Russian	Spanish	Ukrainian
Albanian	Catalan	Estonian	Hausa	Japanese	Latvian	Myanmar (Burmese)	Samoan	Sundanese	Urdu
Amharic	Chichewa	Finnish	Hebrew	Kannada	Lithuanian	Nepali	Scots Gaelic	Swahili	Uyghur
Arabic	Chinese (Simplified)	French	Hindi	Kazakh	Luxembourgish	Norwegian	Serbian	Swedish	Uzbek
Armenian	Chinese (Traditional)	Frisian	Hmong	Khmer	Macedonian	Odia (Oriya)	Sesotho	Tajik	Vietnamese
Azerbaijani	Corsican	Gaelic	Hungarian	Kinyarwanda	Malay	Persian	Shona	Tamil	Welsh
Basque	Croatian	Georgian	Icelandic	Korean	Malayalam	Polish	Sinhala	Telugu	Yiddish
Belarusian	Czech	German	Igbo	Kurdish (Kurmanji)	Maltese	Portuguese	Slovak	Thai	Yoruba
Bengali	Danish	Greek	Indonesian	Kyrgyz	Maori	Punjabi	Slovenian	Turkish	Zulu
Bosnian	Dutch	Gujarati	Irish	Lao	Marathi	Romanian	Somali	Turkmen	

www.arlingtonwa.gov

CONTACT PREVIOUS

Select Language

 Government	Departments	Doing Business	Living	Visiting	How Do I...
<ul style="list-style-type: none"> 204th St NE / 74th Ave Intersection Improvement Project 74th Ave Trail Project Gleneagle Reservoir Roof Replacement Project Prairie Creek / BNSF Culvert Replacement Smokey Point Blvd Corridor Project Smokey Point Blvd Overlay Project South Cascade Industrial Center Utilities Project SR 530 - 59th & 211th Roundabouts SR-530/Smokey Point Blvd Roundabout SR 531 (172nd St NE)/40th Ave Intersection SR 531 Widening Project Stormwater Wetland Park Maintenance Projects Water Reclamation Facility Modifications 	<p>The City of Arlington will be constructing the first phase of a new two-lane road, 173rd St NE. While the planned 173rd St alignment will eventually extend between Smokey Point Blvd and Airport Blvd, this first phase will extend from Smokey Point Blvd to 40th Ave.</p> <p>This roadway will include a 12-foot wide multi-use path, street lighting, landscaping, low-impact drainage and a privacy and sound fence along the north side of the roadway.</p> <p>Project Benefits</p> <ul style="list-style-type: none"> • Improve access • Alleviate congestion on 172nd • Increase Pedestrian Safety • Boost vehicle safety <p>Project Cost and Funding</p> <ul style="list-style-type: none"> • Engineer's Estimate: \$2,351,700.00 • Funding source: Transportation Improvement Funds <p>Project Schedule</p> <ul style="list-style-type: none"> • Design 2020/2021 • Estimated bid time: spring 2021 • Construction: Fall 2021 <p>FAQ's</p> <ul style="list-style-type: none"> • Project FAQ Sheet <p>Coordination with Local Residents</p>	 <p>Project Documents</p> <ul style="list-style-type: none"> • Project Conceptual Plan • Fence Alternative Memo • Open House Presentation • Preliminary Bid Tab • Certified Bid Tab <p>To translate documents, download the document then click the link: https://translate.google.com/</p> <p>Project Updates</p>			



Government

Departments

Doing Business

Living

Visiting

How Do I...

Home > Calendar



Calendar

View All Calendars is the default. Choose Select a Calendar to view a specific calendar. Subscribe to calendar notifications by clicking on the Notify Me® button, and you will automatically be alerted about the latest events in our community.

List Week Month

Find a Facility Notify Me® Submit an Event Print Subscribe to iCalendar

Search calendar by:

Start Date End Date Search Show Past Events

Select a Calendar

January 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

City Meetings

Civil Service Commission Meeting - CANCELLED
January 4, 2023, 9:00 AM - 10:00 AM

[More Details](#)

City Council Workshop
January 9, 2023, 6:00 PM - 8:00 PM @ City Council Chambers

[More Details](#)

Airport Commission Meeting
January 10, 2023, 7:00 PM - 9:00 PM @ Putnam Hall at the Arlington Municipal Airport Office

[More Details](#)

LEOFF 1 Disability Board Meeting
January 11, 2023, 9:00 AM

[More Details](#)

Martin Luther King Jr. Holiday - City Business Offices Closed
January 16, 2023, All Day

[More Details](#)

City Council Meeting
January 17, 2023, 6:00 PM - 8:00 PM @ City Council Chambers

[More Details](#)

Jump To:

City Meetings (9)

Select Language



SMOKEY POINT BLVD CORRIDOR PROJECT

CITY OF ARLINGTON

Summary of online open house results

Introduction

The City of Arlington has started the planning and design for improvements to the Smokey Point Boulevard corridor from 174th Place NE to 200th Street NE. A team of consultants is working with the City and the community to meet the needs of future growth in the area.

Project Benefits:

- Improving mobility of the corridor for drivers, transit users, pedestrians, and bicyclists
- Fostering the development of a commercial corridor to serve the surrounding neighborhood
- Increasing safety for all users including pedestrians and bicyclists
- Improving transit facilities

Outreach during this phase focused on educating community members and stakeholders about the importance of corridor improvements and collecting feedback for what the public would like to see in an improved corridor. On November 5, 2021, an online open house and survey was launched where citizens, community members, business owners and any other member of the public could participate in providing feedback.

This document is a summary of the responses and feedback that were received throughout the duration of the online open house.

Survey Responses and Count

The online survey that was launched in November contained a total of **17** questions; **8** of the questions directly asked about the project itself, while the other **9** focused on gathering more information from the individual filling out the survey. When the survey closed on January 3, 2022, there was a final total of **280** survey submissions with a **100%** completion rate.

Public Feedback on Survey Questions

Below is an overall summary of the topics (survey questions) that were asked, and comments provided.

Question 1: What has your experience been in the past while driving, cycling, riding transit and/or walking along or crossing Smokey Point Boulevard?

There were **235** responses for this topic. Below is an overall summary of the themes that were brought up. Commentators expressed the following concerns.

- The overall structure for pedestrians and bicyclists is unsafe and, in some cases, dangerous. Sidewalks and roads in this area have not had consistent maintenance which results in safety concerns.

- Drivers expressed frustration with traffic in the area. The structure of this area needs to be expanded and updated regarding its current population use and congestion on 172nd is a concern.
- Community members and homeowners in the area expressed concerns for the safety of the community and for all users in the area. They don't feel safe walking in area because of poorly built sidewalks and chaotic drivers/traffic.

Question 2: Tell us what improvements to the Smokey Point Boulevard Corridor are the most important to you?

There were **506** responses for this topic. This topic was presented in the form of multiple choice where survey participants had the option to choose one or more options.

- **94.0%** - Street improvements to reduce vehicle travel times (252 responses)
- **43.3%** - Pedestrian amenities (improved sidewalks, crosswalks, etc.) (116 responses)
- **17.9%** - Bicycle amenities (bike lanes, bike racks, etc.) (48 responses)
- **17.5%** - Improved transit amenities (better bus stops/waiting areas) (47 responses)
- **16.0%** - Improved parking (43 responses)

Question 3: What ideas do you have for how Smokey Point Boulevard could better serve survey participants, businesses, and the community?

There was a total of **217** responses regarding to this topic. Below you will find an overall summary of themes that were brought up. Commentators expressed the following concerns.

- Drivers expressed the need for a bigger street that can accommodate 3 to 5 lanes that includes a lane to make turns. This would help decrease congestion and traffic in the area and reduce collisions.
- Pedestrians and bicyclists suggested the addition of sidewalks and bicycle lanes. Some sidewalks in the area have not yet been completed or do not exist. They would also like the addition of lights and signage that helps both bicyclists and pedestrians travel the area safely.
- Community members expressed concerns regarding folks with cognitive disabilities and drug use in the area. Finding options to possibly help these ongoing issues would make people feel safe and decrease rising crime in the area.

Question 4: What do you hope the city prioritizes and considers when developing design concepts for Smokey Point Boulevard?

There were **234** responses regarding to this topic. Below is an overall summary of the themes that were brought up. Commentators expressed the following concerns.

- Traffic/Congestion
- Solutions to decrease crime and drug activity in the area
- Sidewalks and bicycle lanes for non-drivers in the area
- Easier accessibility to businesses in the area
- Residential and Transit access (bus improvements)
- Road maintenance (potholes)

Question 5: What is the best way to keep you and your organization informed and engaged throughout the project?

There were **409** responses regarding to this topic. This topic was presented in the form of multiple choice where survey participants had the option to choose one or more options.

- **52.5%** - Social media (125 responses)
- **49.2%** - Email (117 responses)
- **25.2%** - Newsletter (electronic) (60 responses)
- **20.6%** - Public meetings or briefings (49 responses)
- **19.3%** - Mailing (46 responses)
- **5%** - Other (12 responses)

Question 6: Are there other specific community groups that our team should talk to?

There were **285** responses regarding to this topic. Below is an overall summary of the themes that were brought up

- Homeowners/HOA
- Local businesses in area
- Schools and school district
- Law Enforcement
- Senior community homes
- City of Arlington Facebook groups
- Hospitals/Medical Centers
- Community Centers/Non-profit Organizations

Question 7: Additional comments or questions regarding the project?

There were **285** responses regarding to this topic. Below is an overall summary of the themes that were brought up

- Fulfilling the requests and the concerns of the folks who completed surveys
- Would like to learn more information about timeline, funding and how to keep up with the overall project
- Steer away from warehouses and big companies and support and encourage small businesses
- There were a lot of comments that expressed frustration and anger

Topic: Involvement Feedback and Survey Demographics

The following questions were presented in the form of multiple choice where survey participants had the option to choose one or more options.

Question 8: As we plan for the future of Smokey Point Blvd, how would you like to be involved?

- **45.1%** - I want to be engaged in the process, stay informed, and provide my opinion (101 responses)
- **44.2%** - I want to be somewhat engaged in the process (for example, receive updates and follow what community members are saying). (99 responses)

- 17% - I don't want to be engaged in the process (38 responses)

Question 9: How do you want to be involved in this project?

- 84.9% - Online tools (such as website, online meetings, online surveys) (152 responses)
- 33.5% - Mailings (60 responses)
- 25.7% - In-person meetings (if possible) (46 responses)
- 5.6% - Other (10 responses)

Question 10: If community involvement for the Smokey Point Boulevard project uses mostly online tools (such as a website, online meetings, and online surveys) in response to public health concerns, does this change your interest or ability to be involved?

- 57.8% - I plan to be more involved because it is easier to engage using online tools. (130 responses)
- 35.6% - The use of online tools and public health concerns are not a factor in my participation. (80 responses)
- 6.7% - I plan to be less involved because other things are more important right now. (15 response)

Question 11: What is your age?

- 18-24 (4.4%)
- 25-29 (5.5%)
- 30-34 (8.1%)
- 35-49 (32.7%)
- 50-64 (32.1%)
- 65+ (13.2%)
- Preferred not to answer (4%)

Question 12: What gender do you identify with?

- 64.4% - Female
- 27% - Male
- 8.6% - Prefer not to answer

Question 13: What race/ethnicity do you identify with?

- 68.6% - White (not of Hispanic origin)
- 19.5% - Preferred not to answer
- 6.1% - Not Specified
- 3.4% - Hispanic/Latino
- 1.5% - Asian, Native Hawaiian, or Pacific Islander
- 0.8% - American Indian or Alaska Native

Question 14: What is your annual household income?

- 1.1% - Less than \$15,000
- 2.7% - \$15,000 to \$30,000
- 7.2% - \$30,000 to \$50,000

- **12.9%** - \$50,000 to \$75,000
- **14.8%** - \$75,000 to \$100,000
- **39.9%** - More than \$100,000
- **29.3%** - Prefer not to answer

After reviewing all the comments and answers from the survey questions, the issues expressed were intersectional with one another. Overall, these were the main themes:

- **Traffic**
 - From the survey there were a lot of drivers and pedestrians that are unhappy with the amount of traffic and congestion in the area. For drivers, there is frustration with traffic and the low number of lanes to keep traffic flowing. This has been expressed especially by people who want to make left turns. They are not able to, and many folks have expressed having a designated lane just for that.
- **Infrastructure & Maintenance**
 - Most of the comments regarding the infrastructure of the area have come from both pedestrians, drivers, and community members. Pedestrians have expressed the need for maintenance on sidewalks as there are some that have not been completed. Drivers expressed frustration with potholes, and community members have asked for better infrastructure in regard to public transportation (bus stops) and sidewalks.
- **Community Safety**
 - There were various comments about safety concerns in the area. There were concerns expressed about drug activity and crime in the area, as well as homelessness and people with cognitive disabilities. Traffic, speeding and unfinished sidewalks were also concerns expressed specifically by pedestrians who don't feel safe walking in the area,

Online Open House Results

On the next page is a detailed infographic with more data from the online open house.



**SMOKEY POINT BLVD
CORRIDOR PROJECT**

CITY OF ARLINGTON

Online Open House Results

Nov 1, 2021 - Jan 3, 2022

Sessions
3,375

Users
3,055

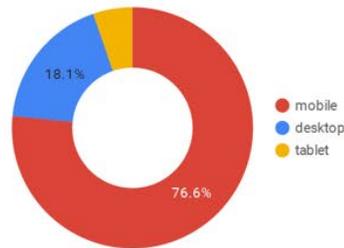
Avg. Session Duration
00:02:32

Bounce Rate
10.13%

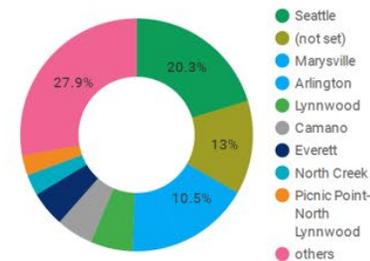
Traffic Source

No data

Device



Visitor Location



Sections Reached	Total
1. Welcome	6,698
2. Background	5,393
3. About the plan	4,326
4. Preliminary design concepts	3,685
5. Share your feedback with us	3,096
6. Next steps	694
7. end of page	412
8. Bienvenido	2

1 - 8 / 8

smokeypoint.participate.online



Here's what data in the infographic means:

Users & Sessions

- There were a total of **3,055** individuals who came to the site (users) and from those users there were **3,375** sessions recorded (amount of times individuals interacted with survey). The average duration time for each session was **2 minutes and 32 seconds**. The bounce rate (the percentage of visitors who enter the site and then leave rather than continuing to view other pages within the same site) was **10.13%**.

Traffic Source

- In the month of November there was a very low user interaction with the exception of November 4-6th where we saw a peak of about **120 users**.
- In the month of December there were 2 peak time frames. The first was November 30th – December 11th where there was a peak of **450-460 users**. The second was December 27th – Jan 3rd where there was a peak of **800 users**.

Device Usage

The following data represents the percentage of users who filled out the survey through either mobile phone, computer, and tablet.

- Mobile Phone – **76.6%**
- Computer – **18.1%**
- Tablet – **5.3%**

Appendix A

Summary of outreach tools used to advertise the online open house

- Update included in Quarterly Newsletter mailed to City of Arlington residents in October 2021
- Postcard mailed in early November 2021 to approximately 1,800 addresses
- Advertisement in weekly Friday Arlington e-newsletter throughout duration of online open house
- Weekly social media posts to Facebook

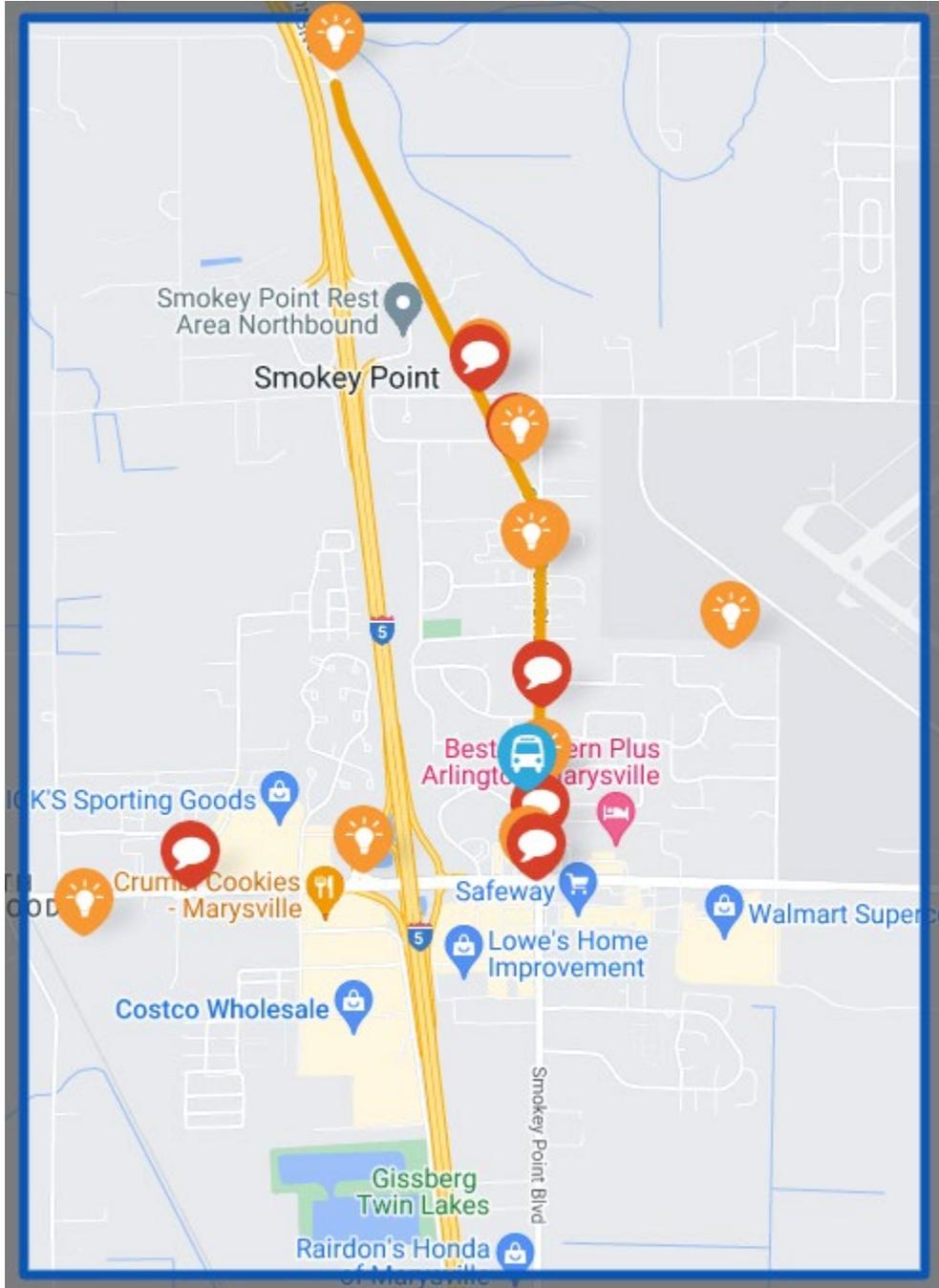
Appendix B

Raw data from survey included in separate attachment

Appendix C

Map showing Social PinPoint comments

Raw data in comments included in separate attachment



Review / Selection Panel:																
James Kelly, Public Works Director, Ryan Morrison, City Engineer/ DPWD Robert Bean, Civil Engineer, Mehrdad Moini WSDOT Local Programs																
Rater Name	Ryan Morrison				James Kelly				Robert Bean				Mehrdad Moini			
Consultant Name	KPFF	Ried Middleton	LDC	4 th firm	KPFF	Ried Middleton	LDC	4 th firm	KPFF	Ried Middleton	LDC	4 th firm	KPFF	Ried Middleton	LDC	4 th firm
1) Team Composition and Key Personnel: Scoring will look at firms in project team, the qualifications and availability of staff assigned to this project. Consideration will be given to specialized project experience or technical competence relating to the Project Area, and familiarity with work in the north Snohomish County area. Demonstrate the ability to provide the proposed staff for the full duration of this project and that continuity will be maintained. 25% of a score 1-10	2	2	2.5		2	2	2.25		2.5	2.5	2.5		2.4	2.2	2	
2) Project Approach and Schedule: Consultant shall demonstrate a full understanding of the City's concerns, goals and objectives with this very important project; and how the Consultant's team will meet these goals in a "Consultant defined" timeline. 25% of a score 1-10	1.5	1.5	2.5		2	2.5	2.5		2.38	2.25	2.5		2	2	1.8	
3) • Experience with Similar Projects Utilizing Federal Funding: Scoring will evaluate Consultant's team experience with projects of similar complexity and function. Also included in the evaluation will be past experience with similar federally funded projects and coordination with WSDOT local programs. 20% of a score 1-10	2	2	1.6		1.4	1.6	1.8		0.8	1.6	1.8		1.8	1.6	1.5	
4) Process and Quality Control Methods: Demonstrated ability of the Consultant and team, especially the Project Manager, to perform high quality work, to control costs and to meet schedules. Evaluation will include quality control measures and Project Manager Communication protocols. 15% of a score 1-10	1.2	1.05	1.05		1.2	0.9	1.05		1.05	1.2	1.2		1.35	1.35	1.05	
5) Familiarity of Relevant Codes and Standards: Demonstrated understanding of relevant codes (Arlington, FHWA, AASHTO, and WSDOT) and ability to coordinate projects with jurisdictional agencies and multidisciplinary projects. 10% of a score 1-10	0.8	0.7	0.9		0.6	0.8	1		0.7	0.9	1		0.9	0.8	1	
TOTALS:	7.5	7.25	8.55		7.2	7.8	8.6		7.43	8.45	9		8.45	7.95	7.35	
AGGREGATE SCORE:	23.3				23.6				24.88				23.75			
AVERAGE SCORE:	11.7				11.8				12.4				11.9			

Scoring Method = weighted percent of a score 1-10

KPFF Total Score = 7.64
Ried Middleton Total Score = 7.86

LDC Total Score = 8.38

4th firm Total Score = 0.00

5th firm Total Score = 0.00



City of Arlington - Public Works
Division / Broadway Restoration - Interview Questions

Date: _____ Firm: _____

Reviewer: _____

QUESTIONS: SCORE (1-10)

TEAM COMPOSTION AND KET PERSONNEL

1. Please introduce yourselves and your proposed team (TEAM) for this project, include staff and outside partner firms. Describe the benefits your TEAM composition brings to this project. _____

2. Describe the level of experience your TEAM members have had working on similar trail projects. Provide an example of a recent project including any innovative design approaches, challenges that were faced, and how those challenges were overcome. _____

3. Will your team have dedicated personnel assigned to this project through advertisement? _____

PROJECT APROACH AND SCHEDULE

4. Describe your proposed approach to this design project? _____

5. What challenges to deliver the project on time does the team anticipate, and how you plan to Address them to achieve a successful completion. _____

EXPERIENCE W/ SIMILAR FEDERALLY FUNDED PROJECTS

6. Explain the number of project and experience with federal aid projects. _____

7. Please express your experience with compiling the Local Programs PS&E checklist. _____

PROCESS AND QUALITY CONTROL MEASURES

8. What is the difference between quality assurance and quality control? _____

FAMILIARITY of RELEVANT CODES AND STANDARD

9. Outside of the manuals referenced in the RFQ What manuals or source material would you use to aid in the roundabout restoration? _____

Other Questions

10. Please provide any specific information about your Team that you feel makes them the ideal Team for this project. _____

11. Reviewer Score - Overall Consultant presentation and responses to above questions. _____

ADVERTISEMENT FOR BID
City of Arlington
PROJECT TITLE (P0X.XXX)

Notice is hereby given that sealed proposals will be received by the City of Arlington Public Works Department, 154 W. Cox, Arlington, Washington 98223, until **2:00 PM, local time** on **(DATE)**, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to perform the project.

(Optional) A non-mandatory pre-bid meeting has been scheduled for **(TIME AND DATE)** to be held at the Public Works Department, address above.

Work shall include **(PROJECT DESCRIPTION)**

All bidding and construction is to be performed in compliance with the Contract Documents for this project and any Addenda issued thereto, which are on file with the City of Arlington Public Works Department.

Proposals received after the date and time stated above will not be considered. Immediately following the deadline for submission, the proposals will be publicly opened and read aloud in the Stillaguamish Conference Room at the Public Works Administration Building located at 154 W. Cox Ave, Arlington, WA 98223. Proposals must be submitted on the forms provided with the contract documents. All proposals must be accompanied by a bid deposit in the form of a certified or cashier’s check, or bid bond, for not less than five percent (5%) of the total amount bid, including additives and alternates, if any. Refer to Instructions to Bidders for more information. Should the successful Bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the specifications, the bid deposit shall be forfeited to the City of Arlington.

Plans and specifications are available for viewing at the City of Arlington Public Works Department, 154 W. Cox Ave, Arlington, Washington 98223.

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Arlington". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders “Register” in order to receive automatic e-mail notification of future addenda and to place themselves on the “Self-Registered Bidders List”. Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. The content available through bxwa.com is our property or the property of our licensors and is protected by copyright and other intellectual property laws. Access to project documents is intended for use by bidders (general contractors/prime bidders, subcontractors and suppliers), agency personnel and agency’s consultants, as well as for personal, noncommercial, use by the public. You may display or print the content available for these uses only. "Harvesting" (downloading, copying, and transmitting) of any project information and/or project documents for purposes of reselling and/or redistributing information by any other party is not allowed by BXWA.

The City of Arlington expressly reserves the right to reject any and all bids, to waive minor irregularities or informalities, and to further make award of the project to the lowest responsible Bidder as it best serves the interest of the City of Arlington. No proposal may be withdrawn after the time stated above, or before Award of Contract, unless said award is delayed for a period exceeding sixty (60) calendar days after opening of the proposals, or Bidder withdraws proposal due to error in accordance with Section 1-03.1 of the WSDOT Standard Specifications.

The City of Arlington, in accordance with 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.

Published:	Everett Herald	Seattle Daily Journal of Commerce
	1 st Pub: _____	1 st Pub: _____
	2 nd Pub: _____	2 nd Pub: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this ____ day of _____, 20___, by and between the CITY OF ARLINGTON, a Washington municipal corporation, hereinafter referred to as the "CITY" and _____ (*CONSULTANT NAME*) hereinafter referred to as the "PROFESSIONAL."

IN CONSIDERATION of the terms, conditions, and covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The PROFESSIONAL shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as PROFESSIONAL responsibilities throughout this Agreement and as detailed in Exhibit "A" _____ (*PROJECT NAME*) attached hereto and incorporated herein (the "Project").

2. TERM

The Project shall begin upon full execution of this Agreement and shall be completed no later than _____, 20___, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

3.2 No payment shall be made for any service rendered by the PROFESSIONAL except for services identified and set forth in this Agreement.

3.3 The CITY shall pay the PROFESSIONAL for work performed under this Agreement as follows:

3.3.1 PROFESSIONAL shall submit monthly invoices detailing work performed and expenses for which reimbursement is sought.

3.3.2 CITY shall approve all invoices before payment is issued. Payment shall occur within thirty (30) days of receipt and approval of an invoice.

3.4 CITY shall pay PROFESSIONAL for such services: (check one)

Hourly: \$ _____ per hour, plus actual expenses, but not to exceed a total of \$ _____ without an amendment to this Agreement.

Fixed Sum: A total amount of \$ _____.

Other: _____.

for all work performed and expenses incurred under this Agreement.

- 3.5 CITY reserves the right to withhold payment under this Agreement which is determined, in the reasonable judgment of the City Administrator or his/her designee to be noncompliant with this Agreement, the Scope of Services attached hereto, City standards, or city, state or federal law.

4. **REPRESENTATIONS**

CITY has relied upon the qualifications of PROFESSIONAL in entering into this Agreement. By execution of this Agreement, PROFESSIONAL represents it possesses the ability, skill and resources necessary to perform the work and is familiar with all applicable current laws, rules and regulations which reasonably relate to the Scope of Services detailed in Exhibit "A" hereto.

5. **STANDARD OF CARE**

PROFESSIONAL shall exercise the degree of skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed. PROFESSIONAL will be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. PROFESSIONAL agrees to correct any deficiencies discovered without additional compensation, except to the extent such deficiencies are directly attributable to deficiencies or omissions in City-furnished information.

6. **REPRESENTATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

6.1 By executing this Agreement, the PROFESSIONAL certifies to the best of its knowledge and belief, that it and its principles:

6.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

6.1.2 have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a

public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.1.3 are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 6.1.2 of this certification; and

6.1.4 have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, or local) terminated for cause or fault.

6.2 Where the PROFESSIONAL is unable to certify to any of the statements in this certification, such PROFESSIONAL shall attach an explanation to this Agreement.

7. REPORTS AND INSPECTIONS

7.1 The PROFESSIONAL at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

7.2 The PROFESSIONAL shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the PROFESSIONAL's activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the PROFESSIONAL'S activities which relate, directly or indirectly, to this Agreement.

8. INDEPENDENT CONTRACTOR RELATIONSHIP

8.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the PROFESSIONAL. No agent, employee, servant or representative of the PROFESSIONAL shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the PROFESSIONAL are not entitled to any of the benefits the CITY provides for its employees. The PROFESSIONAL will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

- 8.2 In the performance of the services herein contemplated the PROFESSIONAL is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY's general rights of inspection and review to secure the satisfactory completion thereof.

9. PROFESSIONAL'S EMPLOYEES/AGENTS

The CITY may at its sole discretion require the PROFESSIONAL to remove any employee, agent or servant from employment on this Project. The PROFESSIONAL may however employ those individual(s) on other non-CITY related projects.

10. HOLD HARMLESS/INDEMNIFICATION

- 10.1 PROFESSIONAL shall, at its sole expense, defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, actions, suits, liability, loss, or costs including attorney fees, caused by the wrongful or negligent acts, errors or omissions of the PROFESSIONAL or the PROFESSIONAL's agents, employees or subcontractors in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY or the CITY's agents or employees.
- 10.2 PROFESSIONAL's duty to indemnify and hold the CITY harmless against liability for damages arising out of or caused by the concurrent negligence of CITY or CITY's employees or agents and PROFESSIONAL or PROFESSIONAL's employees or agents shall apply only to the extent of the negligence or wrongdoing of PROFESSIONAL and PROFESSIONAL's employees or agents.
- 10.3 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the PROFESSIONAL and the CITY, its officers, officials, employees, and volunteers, the PROFESSIONAL's liability, including the duty and cost to defend, hereunder shall be only to the extent of the PROFESSIONAL's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the PROFESSIONAL's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. PROFESSIONAL certifies, by signing this Agreement, that this indemnification provision was mutually negotiated. The provisions of this section shall survive the expiration or termination of this Agreement.
- 10.4 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

11. INSURANCE

The PROFESSIONAL shall procure and maintain for the duration of the Agreement,

insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the PROFESSIONAL, its agents, representatives, or employees.

- 11.1 Insurance Term. The PROFESSIONAL shall procure and maintain for the duration of the Project, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the PROFESSIONAL, its agents, representatives, or employees.
- 11.2 No Limitation. The PROFESSIONAL's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the PROFESSIONAL to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.
- 11.3 Minimum Scope of Insurance. PROFESSIONAL shall obtain insurance of the types described below:
 - 11.3.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 11.3.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the PROFESSIONAL's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - 11.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 11.3.4 Professional Liability insurance appropriate to the PROFESSIONAL's profession.
- 11.4 Minimum Amounts of Insurance. PROFESSIONAL shall maintain the following insurance limits:
 - 11.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 11.4.2 Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 - 11.4.3 Professional Liability insurance shall be written with limits no less than

\$2,000,000 per claim and \$2,000,000 policy aggregate limit.

- 11.5 Other Insurance Provisions. The PROFESSIONAL's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the CITY. Any Insurance, self-insurance, or self-insured pool coverage maintained by the CITY shall be excess of the PROFESSIONAL's insurance and shall not contribute with it.
- 11.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 11.7 Verification of Coverage. PROFESSIONAL shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the PROFESSIONAL before commencement of the work.
- 11.8 Notice of Cancellation. PROFESSIONAL shall provide the CITY with written notice of any policy cancellation within two business days of their receipt of such notice.
- 11.9 Failure to Maintain Insurance. Failure on the part of the PROFESSIONAL to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days' notice to the PROFESSIONAL to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the PROFESSIONAL from the CITY.
- 11.10 City Full Availability of Professional Limits. If the PROFESSIONAL maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the PROFESSIONAL, irrespective of whether such limits maintained by the PROFESSIONAL are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the PROFESSIONAL.

12. OWNERSHIP OF ASSETS

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the PROFESSIONAL pursuant to this Agreement.

13. COMPLIANCE WITH LAWS

- 13.1 The PROFESSIONAL, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- 13.2 The PROFESSIONAL specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

14. NONDISCRIMINATION

- 14.1 The CITY is an equal opportunity employer.
- 14.2 Nondiscrimination in Employment. In the performance of this Agreement, the PROFESSIONAL will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The PROFESSIONAL shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The PROFESSIONAL shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 14.3 Nondiscrimination in Services. The PROFESSIONAL will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- 14.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The PROFESSIONAL shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

15. ASSIGNMENT/SUBCONTRACTING

- 15.1 The PROFESSIONAL shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the PROFESSIONAL

not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

- 15.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 15.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

16. CHANGES OR AMENDMENTS

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

17. OWNERSHIP, MAINTENANCE AND INSPECTION OF RECORDS

- 17.1 All drawings, plans, specifications, and other related documents prepared by PROFESSIONAL under this Agreement are and shall be the property of CITY, and may be subject to disclosure pursuant to RCW Chapter 42.56 or other applicable public records laws. The written, graphic, mapped, photographic, or visual documents prepared by PROFESSIONAL under this Agreement shall, unless otherwise provided, be deemed the property of the CITY. CITY shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, and copies in the form of computer files, for the CITY's use. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or part, and reports, data, drawings, images or other material prepared under this Agreement, provided that PROFESSIONAL shall have no liability for the use of PROFESSIONAL's work product outside of the scope of its intended purpose, and the CITY agrees to indemnify and hold the PROFESSIONAL harmless from such use.
- 17.2 The PROFESSIONAL shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- 17.3 The PROFESSIONAL shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The PROFESSIONAL agrees that the CITY or its designee shall have full access and

right to examine any of said materials at all reasonable times during said period. PROFESSIONAL agrees to cooperate with the CITY to produce in a timely manner any records in the possession of PROFESSIONAL relating to the performance of this Agreement which are or may be the subject of a valid request under the Public Records Act, RCW Chapter 42.56.

18. OTHER PROVISIONS

If changes in state law necessitate that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If, after thirty (30) days of negotiation, an agreement cannot be reached, this Agreement may be terminated by the City no sooner than sixty (60) days thereafter.

19. TERMINATION

19.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by at least five (5) days written notice to the PROFESSIONAL.

19.2 Termination for Cause. If the PROFESSIONAL fails to perform in the manner called for in this Agreement, or if the PROFESSIONAL fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the PROFESSIONAL setting forth the manner in which the PROFESSIONAL is in default. The PROFESSIONAL will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

20. NOTICE

Notices, other than applications for payment, shall be given in writing to the persons named below:

TO THE CITY:

TO THE PROFESSIONAL:

CONSULTANT NAME:

CONSULTANT FIRM:

ADDRESS:

CITY, STATE, ZIP:

21. ATTORNEYS FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

22. WAIVER

No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be a waiver of any other subsequent breach or nonperformance. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

23. JURISDICTION AND VENUE

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Snohomish County, Washington.

24. SEVERABILITY

24.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

24.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

25. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply

with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

PROFESSIONAL:

CITY OF ARLINGTON

CONSULTANT NAME

City Authorized Representative

(Print)

Title

EXHIBIT A
SCOPE OF SERVICES
(PROJECT NAME)



CONSTRUCTION CONTRACT

THIS CONTRACT, dated this _____ day of _____, 20____, is by and between the City of Arlington, a municipal corporation of the State of Washington, hereinafter referred to as the CITY, and _____ referred to as the CONTRACTOR.

WHEREAS, the City desires _____, and
WHEREAS, the Contractor is qualified, willing and able to perform the necessary work.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties thereto, and other valuable considerations, it is mutually agreed as follows:

1.0
SERVICE BY CONTRACTOR

Contractor agrees to perform the services described in the following project specification _____
_____. These documents are on file with the Project Manager, a copy is held by the contractor, and by this reference incorporated herein.

2.0
TIME OF COMPLETION

All work under this Agreement is to be done within _____ of notice to proceed.

3.0
RESPONSIBILITY OF CONTRACTOR

3.1 **Safety** Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for protection of workmen and the public; shall post danger signs warning against known or unusual hazards.

3.2 **Warranty** The Contractor shall be responsible for correcting all defects in workmanship and material within one year after acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by the City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of services may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at

the time specified, the work will be otherwise accomplished and the cost of same shall be paid by Contractor.

The Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor extended by the City in making emergency repairs and cost of engineer, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims which may be made against the City as a result of any defect work and the Contractor shall defend any such claim at his own expense. Where materials or procedures are not specified in the contract, the City relies on the professional judgment of the Contractor to make appropriate selections.

3.3. Prevailing Wages Contractor shall comply with every provision of Chapter 39.12 of the Revised Code of Washington.

3.4. Non-discrimination Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, marital status, physical or other motor handicap, unless based upon a bonfide occupational qualification.

3.5 Employment Any and all employees of the Contractor while engaged in the performance of any work or services required by the Contractor under this agreement, shall be considered employees of the Contractor only and not of the City and any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall be the sole obligation and responsibility of the Contractor.

4.0

SUBCONTRACTOR RESPONSIBILITY

4.1 The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5.0 **COMPENSATION**

5.1 The City shall pay the Contractor for the services identified in this contract the total amount of \$ _____ plus tax. Contractor shall submit monthly, for the City's acceptance, a written Contract Project Estimate setting forth the quantities of work satisfactorily performed to date, and an invoice covering the contract price applicable to the work, unless otherwise directed. The City will, within 30 days after receipt of acceptable Contractor's estimate and invoice, pay the Contractor the accepted progress invoice less actual accumulated amount previously paid.

5.2 The City shall have the right to withhold payment to Contractor for any work not completed in a satisfactory manner until such time as Contractor modifies such work so that the same is satisfactory.

6.0 **CITY'S RIGHT TO TERMINATE CONTRACT**

6.1 The City may terminate the contract upon the occurrence of any one or more of the events hereafter specified:

- a. If the Contractor should be adjudged bankrupt.
- b. If the Contractor should make a general assignment of benefit of his creditors.
- c. If a receiver should be appointed on the account of insolvency of the Contractor.
- d. If Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the work.
- e. If the Contractor shall fail to complete the work within the time specified in the contract.
- f. If the Contractor shall fail to make a prompt payment to subcontractors or for material or labor.
- g. If Contractor should persistently disregard laws, ordinances or regulations of Federal, State or municipal agencies or subdivisions thereof.
- h. If Contractor should persistently disregard instructions of Management, or otherwise be guilty of a substantial violation of the contract.

6.2 This contract Agreement, and any amendments or extensions to said Agreement may be terminated for any reason not previously identified by either party by giving ten (10) days written notice to the other party. In the event that the contract is terminated by the City, Contractor shall not be entitled to receive any further balance of the amount to be paid under this contract until the work shall have been fully finished. At such time, if the unpaid balance of the amount to be paid under this contract exceeds the expense incurred by the City in finishing the work, all of the damages sustained or which may be sustained by reason of such refusal, neglect, failure of discontinuance of employment, such excess shall be paid by the City to Contractor. If such expense and damages shall exceed the unpaid balance, Contractor and his surety and each thereof shall be jointly and severally liable therefore to City and shall pay the difference to the City. Such expense

and damage shall include all legal costs incurred by the City in employment of attorneys to protect the rights and interests of the City under the contract; provided such legal costs shall be reasonable.

7.0
OWNERSHIP OF DOCUMENTS

7.1 On payment to the Contractor by the City of all compensation due under this Agreement all finished or unfinished documents and material prepared by the Contractor with funds provided by this Agreement shall become the property of the City and shall be forwarded to the City at its request.

7.2 Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Agreement will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

8.0
CLAIMS

8.1 Any claim against the City for damages, expenses, costs or extras arising out of the performance of the contract must be made in writing to the City within thirty (30) days after the discovery of such damage, and in no event later than the time of approval by owner of final payment. Contractor, upon making applications for final payment, shall be deemed to have waived this right to claim for any other damages for which claim has not been made, unless such claim for final payment includes notice of additional claim and fully describes the alleged damage.

9.0
ASSIGNMENT

9.1 This Agreement may not be assigned or otherwise transferred by the parties hereto without the written consent of the other party.

10.0
MODIFICATION

10.1 No change, alteration, modification or addition to the Agreement will be effective unless it is in writing and properly signed by all parties thereto.

11.0
HOLD HARMLESS

11.1 Contractor shall hold the City and its officers, agents and employees harmless, from all suits, claims or liabilities of any nature, including attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting in whole or in part from negligent activities or omissions of the Contractor, its agents or other remuneration for services; and if a suit in respect to the above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment is rendered or

settlement made requiring payment of damages by the City, which damages are based in whole or in part on the negligent activities or omissions of the Contractor, its agents or employees, the Contractor shall pay same.

12.0
INSURANCE

The Contractor's required insurance shall be of the types and coverage as stated below:

12.1 Insurance required. Contractor shall maintain at all times the following insurance during the term of this agreement:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

12.1 Minimum Limits of Insurance Contractor shall maintain limits no less than:
The Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- c. **Builders Risk Insurance shall be written in the amount of the completed value of the project with no coinsurance provisions. (If Applicable)**
- d. **Contractor is required to procure and maintain Pollution Legal Liability Insurance covering losses caused by pollution conditions that arise from the operations of**

the Contractor. The Pollution Legal Liability Insurance shall be written in an amount of at least \$1,000,000. Coverage may be written on a claims-made basis. (If Applicable)

12.2 The Policies are to contain, and be endorsed to contain the following provisions:

- a. **General Liability, Builders Risk Insurance (If Applicable), and Pollution Legal Liability (If Applicable)**
 1. The City, its officials, employees and volunteers are to be covered as additional insured as respect to liability arising out of activities performed by or on behalf of the Contractor.
 2. Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Any failure to comply with the reporting provisions of all policies shall not affect the coverage provided to the City, its officials, employees or volunteers.
- b. **All Coverage** Each insurance policy required by this clause shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

12.3 Acceptability of Insurers Insurance is to be placed with insurers with a Best's rating of no less than A:XIII, or with an insurer acceptable to the City.

12.4 Verification of Coverage Contractor shall furnish the City with certificates of insurance effecting coverage required by this clause. The certification for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

12.5 Subcontractors The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

12.6 Asbestos Or Hazardous Materials Abatement Work If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by Risk Manager.

12.7 Notice of Cancellation The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

12.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so

expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

13.0
INDEPENDENT CONTRACTOR

13.1 Contractor is and shall be at all times during the term of this Agreement an independent contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF ARLINGTON, WASHINGTON:

CONTRACTOR:

By _____
Barbara Tolbert, Mayor

By _____

Attest

Wendy Van Der Meersche, City Clerk

Approved as to Form

City Attorney

Instructions for DOT form 421-012

Program Certification: Check all the boxes that apply and that can be verified through OMWBE and/or WEBS

Prime Contractor: Enter the business name of the Prime Contractor for this project.

Statewide Vendor Number: Enter the Prime Contractor's Statewide Vendor Number.

State Contract Number: Enter the Contract number assigned to the project.

Project Title: Enter the name of the project

Request Number: Enter the sequential number of the request.

Lower Tier Subcontractor or Subcontractor boxes*: Click the box to indicate if the request is for a subcontractor or a lower tier subcontractor.

Lower Tier Subcontractor/Subcontractor name: Enter the business name of the subcontractor or lower tier subcontractor.

Unified Business Identifier (UBI): Enter the UBI number for the subcontractor or lower tier subcontractor.

Federal Employer I.D. Number: Enter the Federal Employer ID Number for the subcontractor or lower tier subcontractor.

Address: Enter the address for the subcontractor or lower tier subcontractor, including city, state and zip code.

Telephone Number: Enter the telephone number for the subcontractor or lower tier subcontractor.

Estimated Starting Date: Enter the anticipated date when the subcontractor or lower tier subcontractor will be on-site to perform work.

If Lower Tier Subcontractor, Name of Hiring Subcontractor: If the lower tier subcontractor box was marked above, enter the business name of the subcontractor that hired your company.

Fed ID of Hiring Subcontractor: If the lower tier subcontractor box was marked above, enter the Federal Employer ID Number for the subcontractor that hired the lower tier.

Request to Sublet # of Hiring Subcontractor: If the lower tier subcontractor box was marked above, enter the Request to Sublet number for the subcontractor that hired the lower tier.

Item No: Enter the bid item number(s) that will be sublet. This number is shown in the first column of original contract proposal and in the first column of the summary of quantities found in the original contract plans.

Partial or Complete: Choose partial from the drop down list if your company will only be performing a portion of the work associated with the bid item. Choose complete if the company will be performing all of the work associated with the bid item.

Item Description: Enter the bid item name corresponding with the Bid Item No previously entered on the form. This information is located in the second column of the original contract proposal and in the seventh column (titled ITEM) of the summary of quantities found in the original contract plans.

Work Description (if partial): Provide a brief description of the type of work being performed on the project.

Amount: Enter the dollar amount equivalent to the work the subcontractor is expected to perform.

Prime Contractor Signature and Date: The Prime Contractor signs the document using an electronic signature (can be typed or a copy of their signature applied to the document) and enters the date.



Certificate of Training

This certifies that

Kris Wallace

Arlington, City Of (Ar)

has successfully completed:

Foundations Of Implicit Bias-Virtual Training-11/2/2022 And 11/3/2022

November 2, 2022

Virtual Training-Zoom

Total Credit Hours: 0.00

A handwritten signature in black ink that reads "Patti H. Crane". The signature is written in a cursive style and is positioned above a horizontal line.

Patti H. Crane, Member Services Manager

Washington Cities Insurance Authority



Certificate of Training

This certifies that

Linda Taylor

Arlington, City Of (Ar)

has successfully completed:

Foundations Of Implicit Bias-Virtual Training-11/2/2022 And 11/3/2022

November 2, 2022

Virtual Training-Zoom

Total Credit Hours: 0.00

A handwritten signature in black ink that reads "Patti H. Crane". The signature is written in a cursive style and is positioned above a horizontal line.

Patti H. Crane, Member Services Manager

Washington Cities Insurance Authority



Certificate of Training

This certifies that

Linda Taylor

Arlington, City Of (Ar)

has successfully completed:

Fostering An Inclusive Workplace, Implicit Bias Part 2-Virtual Training-12/7/2022 And 12/8/2022

December 7, 2022

Virtual Training-Zoom

Total Credit Hours: 6.00

A handwritten signature in black ink that reads "Patti H. Crane". The signature is written in a cursive style and is positioned above a horizontal line.

Patti H. Crane, Member Services Manager

Washington Cities Insurance Authority



Certificate of Training

This certifies that

Ryan Morrison
Arlington, City Of (Ar)

has successfully completed:

Foundations Of Implicit Bias-Virtual Training-11/2/2022 And 11/3/2022

November 2, 2022

Virtual Training-Zoom

Total Credit Hours: 0.00

A handwritten signature in black ink that reads "Patti H. Crane". The signature is written over a horizontal line.

Patti H. Crane, Member Services Manager

Washington Cities Insurance Authority



Certificate of Training

This certifies that

Ryan Morrison

Arlington, City Of (Ar)

has successfully completed:

Fostering An Inclusive Workplace, Implicit Bias Part 2-Virtual Training-12/7/2022 And 12/8/2022

December 7, 2022

Virtual Training-Zoom

Total Credit Hours: 6.00

A handwritten signature in black ink that reads "Patti H. Crane". The signature is written over a horizontal line.

Patti H. Crane, Member Services Manager

Washington Cities Insurance Authority



Certificate of Training

This certifies that

Ryan Morrison

Arlington, City Of (ar)

has successfully completed:

Best Practices For Coaching And Counseling-virtual-2/22/2022

February 22, 2022

Virtual Training-zoom

Total Credit Hours: 3.00

A handwritten signature in black ink that reads "Patti H. Crane". The signature is written in a cursive style and is positioned above a horizontal line.

Patti H. Crane, Member Services Manager

Washington Cities Insurance Authority



Certificate of Training

This certifies that

Joshua Jones

Arlington, City Of (Ar)

has successfully completed:

Fostering An Inclusive Workplace, Implicit Bias Part 2-Virtual Training-9/14/2022 And 9/15/2022

September 14, 2022

Virtual Training

Total Credit Hours: 6.00

A handwritten signature in black ink that reads "Patti H. Crane". The signature is written in a cursive style and is positioned above a horizontal line.

Patti H. Crane, Member Services Manager

Washington Cities Insurance Authority



Certificate of Training

This certifies that

Katy Shores

Arlington, City Of (ar)

has successfully completed:

Fostering An Inclusive Workplace, Implicit Bias Part 2-virtual Training-6/27/2022 And 6/28/2022

June 27, 2022

Virtual Training

Total Credit Hours: 6.00

A handwritten signature in black ink that reads "Patti H. Crane". The signature is written in a cursive style and is positioned above a horizontal line.

Patti H. Crane, Member Services Manager

Washington Cities Insurance Authority



Certificate of Training

This certifies that

Katie Heim

Arlington, City Of (ar)

has successfully completed:

Fostering An Inclusive Workplace, Implicit Bias Part 2-virtual Training-6/27/2022 And 6/28/2022

June 27, 2022

Virtual Training

Total Credit Hours: 6.00

A handwritten signature in black ink that reads "Patti H. Crane". The signature is written in a cursive style and is positioned above a horizontal line.

Patti H. Crane, Member Services Manager

Washington Cities Insurance Authority